

Company:

Plastika Repovš d.o.o.

Gmajna 13, SI 1236 Trzin

hereinafter: Plastika Repovš

### Article 1 Definitions

Unless otherwise stated, the following applies:

**Agreement:** business relationship between Plastika Repovš and the customer

**Goods:** production and trade products of Plastika Repovš, which are the subject of business with the customer

**"Ex works" delivery:** a way in which it is the seller's responsibility to make the ordered goods available to the buyer at his premises. The buyer bears the costs and responsibility for transport.

**Incoterms 2010:** internationally recognized commercial delivery terms for the delivery of goods.

**Plastic Repovš:** supplier

**Conditions:** the General Conditions of Business described here.

### Article 2 General

1. These terms and conditions apply to all offers and agreements made between Plastika Repovš and the customer, unless otherwise agreed in writing prior to the realization of the agreements.

2. These conditions always take precedence over the purchase conditions of the buyer or a third party. The latter are used only if previously agreed in writing.

3. If one of the conditions is not current, the other conditions are applied without reservation.

### Article 3 Offers and calculations

1. Plastika Repovš' offers are valid for 30 days from their issue and are binding only if the buyer accepts them in writing within 30 days, unless otherwise stated on the offer.

2. The prices in Plastika Repovš offers are exclusive of VAT and other administrative fees, as well as packaging and transport charges unless otherwise stated.

### Article 4 Enforceability of the Agreement

1. The agreement is enforceable when Plastika Repovš confirms the customer's order in writing.

2. Plastika Repovš will implement the agreement to the best of its knowledge and abilities and in accordance with the standards of professional work.

3. Plastika Repovš will not enforce changes in standard items and specifications without written notification of the customer prior to execution and before obtaining his agreement.

4. The buyer is obliged to provide all relevant information necessary for the proper production of the ordered goods in good time, before the start of the activity by Plastika Repovš. If it does not do this in time, Plastika Repovš can withdraw from the agreement or charge the buyer additional costs caused by this.

5. Plastika Repovš is not obliged to settle damages that occur as a result of the lack of important but insufficient information.

6. Plastika Repovš reserves the right to waive the obligations arising from the agreement and/or terminate it at the buyer's expense in the event of the termination or liquidation of the buyer's company or in any case where it appears that the buyer's credibility has begun to decline.

### Article 5 Delivery conditions and Transport

1. In principle, delivery is "Ex works" Plastika Repovš.

2. The standard terms of delivery are made on the basis of "Incoterms

2010" or their valid subsequent versions. These are enforced upon each new agreement.

3. In the case that Plastika Repovš calculates and offers transport costs, the conditions are explicitly stated.

4. The goods are considered to be received at the moment when Plastika Repovš makes them available or delivers them to the customer.

5. If the buyer is late in taking over the available goods and does not inform Plastika Repovš about this, the latter is entitled to issue an invoice for the goods. The deadline for payment runs as agreed in the agreement.

6. If the buyer refuses to accept the goods or does not provide accurate information for delivery, Plastika Repovš can store the goods at the buyer's expense and risk.

7. If the buyer is late in delivering the necessary information for the implementation of the agreement, the delivery period begins to run only when this information is available to Plastika Repovš in its entirety.

8. The delivery period specified in the Plastika Repovš order confirmation is indicative, unless specifically stated otherwise. Deviation from the indicative delivery time is +/- 3 working days.

9. If the buyer picks up the goods himself, he is obliged to notify Plastika Repovš of the deadline at least 24 hours before the pick-up. At the same time, he must indicate the method of transport and information about the carrier, such as the vehicle registration number and the name of the person.

### Article 6 Complaints

1. The buyer will check the delivered goods at the time of acceptance or

in the shortest possible time. The buyer checks the quantitative and qualitative compliance with the relevant documents.

2. Comments and complaints will be accepted and dealt with by Plastika Repovš, as long as they arrive in writing no later than 8 (eight) working days after receiving the goods from the buyer and contain all the necessary information, such as:

- number and date of the delivery note
- item name
- delivered quantity
- all data from the control sheet of at least one packaging unit
- a detailed inventory of the observed deviation.

3. In the case of hidden defects that were not obvious on the day of delivery, the buyer must report this in writing within 8 (eight) working days of their discovery, but no later than 3 months after delivery.

4. Plastika Repovš is obliged to give the first response to the complaint record within 3 working days. Furthermore, it is obliged to complete the complaint in the shortest logical time in cooperation with the buyer to the satisfaction of both.

#### **Article 7 Prices and costs**

1. If Plastika Repovš has agreed with the customer for a fixed price, an increase in the selling price is allowed if certain cost factors change the input conditions and are beyond the control of Plastika Repovš. This applies in the event that there is a significant increase in input costs (more than 10%) already after the order has been confirmed and before delivery. This includes the costs of raw materials, customs duties, administrative fees and exchange rates of EUR against the currency in which Plastika Repovš sells the goods.

#### **Article 8 Amendments and amendments to the agreement**

1. All changes to an already agreed agreement by the buyer become relevant only with a written agreement.

#### **Article 9 Payment**

1. Payment must be made within the deadline and in the manner indicated on the invoice.

2. In the event of late payment, Plastika Repovš reserves the right to charge statutory late payment interest.

3. The goods remain the property of Plastika Repovš until full payment.

#### **Article 10 Indemnity and Warranty**

1. The buyer will indemnify Plastika Repovš from any compensation claimed from a third party that would concern intellectual property for materials and data that the buyer uses to implement the agreement.

2. If the customer delivers media, electronic files, software or other recorded data to Plastika Repovš, the customer guarantees that all media provided are uninfected and/or undamaged.

3. Plastika Repovš is not responsible for the goods during processing or use by the customer. The guarantee of fitness for purpose is expressly excluded even when the purpose is known. The name or description of the goods, instructions or recommendations given by Plastika Repovš or its employees are not the basis for this kind of guarantee.

4. All technical advice, assistance, testing or reports offered to the buyer in connection with the selection, use and storage of the goods will be accepted by the buyer solely at his own risk.

#### **Article 11 Intellectual Property**

1. Without prejudice to the other clauses of these conditions, Plastika Repovš asserts all rights to intellectual property such as drawings of all kinds, brand models.

2. All designs, sketches, drawings, films, software and other electronic materials that concern the agreement will remain the property of Plastika Repovš, regardless of whether they were accessible to the customer or a third party.

2. The sole purpose of providing sketches, drawings, films, software and other electronic materials by Plastika Repovš to the customer during the conclusion of the agreement is to coordinate requirements and they may not be copied, disclosed or forwarded in any way third parties without the consent of Plastika Repovš

#### **Article 12 Force majeure**

1. Neither party is obliged to abide by the agreement in the event of force majeure.

2. The following are considered force majeure:

- war
- strike or partial strike
- import or export restrictions
- any natural disasters
- lack of raw materials and resources
- non-normal operation of the market as a result of unpredictable elements.

3. For the duration of force majeure, already concluded agreements are suspended. After the expiration of two months, either party may terminate the agreement without the obligation to pay damages to the other party.

4. If, during the duration of the force majeure, Plastika Repovš has already fulfilled most of its obligations under the agreement, the agreement can be adjusted, and the buyer pays for the delivered goods in the current scope.

**Article 13 Final provisions**

1. Any disputes arising or the parties to the agreement will resolve disagreements by mutual agreement. If this is not possible, the District Court in Ljubljana is responsible for resolving disputes. All possible court proceedings between Plastika Repovš and the customer are exclusively governed by the laws of the Republic of Slovenia.

2. The interpretation of the Terms and Conditions in the Slovenian version is decisive in all disputes.

3. The version of the Terms valid at the time of signing the agreement is always attached or its link to the published Terms and Conditions is attached