

## ISOKON d.o.o.

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### GENERAL TERMS OF BUSINESS

Our Terms of Sale and Delivery are an integral part of every agreement concluded by and between us and our customer.

Terms of purchase of the customer shall not be binding on us even if we have not expressly opposed them.

Oral offers are subject to change without notice as regards price, quantity, delivery time, and delivery possibility.

Orders and oral subsidiary agreements shall only be deemed accepted when they have been confirmed in writing or carried out.

#### 2. Use:

The products supplied by us are intended for exclusive use in the customer's own operation in the country of delivery. Exceptions must be agreed upon with us.

#### 3. Prices:

Calculation shall be at the prices valid on the day of delivery. If not otherwise agreed, the prices shall be ex seller's works, without packing, loading, insurance, and customs clearance. If supply with delivery has been agreed upon, the prices shall not include unloading and carrying.

#### 4. Dispatch, delivery time:

If no other form of delivery has been agreed upon, the seller shall be entitled to send the goods to their destination.

Unless otherwise agreed, dispatch shall be at the risk of the customer. The risk shall pass upon the delivery of the goods to the carrier (haulage contractor, forwarding agent, railway). The costs of the delivery, the acceptance, and the dispatch shall be debited to the purchaser. If clauses customary in trade as to the type of delivery have been agreed upon, the interpretations of the INCOTERMS of the ICC, Paris, as amended, shall apply.

Delivery terms shall commence with the date of confirmation, but only after the customer has provided documents and provisions to be procured on his part at the agreed times. This shall apply in analogy to the agreement of delivery dates, delivery impediments due to force majeure or circumstances incurred through no fault, e.g. delivery failures in material, traffic and operational interruptions.

Strikes, lockouts, and similar shall entitle us to extend the period of delivery or to cancel the agreement.

Claims or damages (in particular for lost profits) by the customer based on delayed or unperformed delivery are excluded in all cases.

#### 5. Payment:

The terms of payment shall be stipulated in writing. Changes of these terms must be in writing as well. If the purchaser is in default of payment, we shall be entitled to charge interest in the amount of 1% per month starting from the due date.

If circumstances become known that make the fulfillment of the obligations of the purchaser seem doubtful, default in payment being included, we shall be entitled to cancel the agreement or to demand immediate payment in cash or to prematurely make due all claims towards the purchaser.

If such circumstances exist in the case of a person involved in a bill, we shall be entitled to demand immediate payment in cash upon returning the bill.

We reserve the acceptance of checks. They are only accepted in payment and shall only be deemed payment after redemption. Fees and other charges shall be debited to the purchaser in the absence of other agreements. The withholding of payments on the basis of not expressly recognized or judicially ascertained counterclaim is not permissible.

A set-off shall only take place to offset a credit entry granted. A right of retention with respect to movables of the seller because of claims due is herewith expressly excluded.

#### 6. Reservation of title:

Up to the fulfillment of all claims (including all balance claims from current account) to which the seller and his group-member companies are entitled with regard to the purchaser and his group-member companies now or in future, the seller is granted the following securities he shall upon demand release at his discretion insofar as their value shall substantially exceed the claim by more than 20%.

The seller shall retain title to the goods. Processing or transformation shall always be performed for the seller as manufacturer, but without obligation for him.

If the (co-)ownership of the seller shall lapse by reason of adjunction, it is already now agreed that the (co-)ownership of the purchaser in the unitary physical object shall pass to the seller in the prorated value (value as per invoice). The purchaser shall hold the (common) property of the seller free of charge. Goods in which the seller has (co-)ownership shall be called conditional goods in the following.

The purchaser is entitled to process and alienate the conditional goods in the ordinary course of business as long as he is not in default. Pledging or security transfers of ownership are not permissible.

The claims resulting with respect to the conditional goods (including all balance claims from current account) resulting from the resale or any other cause in law shall already now be assigned by the purchaser to the seller in toto as security.

The seller irrevocably authorizes him to collect the claims assigned to the seller for the latter's account. This authorization to collect can only be revoked if the purchaser does not duly fulfill his payment obligations.

In the event of the seizure of the conditional goods by third parties, the purchaser shall indicate the seller's title and inform the seller immediately. The purchaser shall carry the costs and damages.

In the case of conduct in breach of the agreement on the part of the purchaser - in particular default in payment - the seller shall be entitled to take back the conditional goods or to demand the assignment of the purchaser's rights of possession to third parties. The taking back as well as the levy of execution of the conditional goods by the seller shall not constitute a cancellation of the agreement, provided that the instalment law does not apply.

The goods shall be property stored and adequately insured against fire and theft. The reservation of title shall also remain in force after the surrender of a bill in payment until the bill is redeemed.

#### 7. Notice of defects, warranty:

The seller warrants for faultless material and proper manufacture and for the observance of properties and tolerances expressly promised in writing or contained in the relevant ÖNORMEN (DIN-NORMEN), namely in such a way that the seller shall newly supply the returned goods regarding which the complaint was made free of charge. This replacement shall apply for defects that prevent the orderly or stipulated use of the goods.

A reduction in price is stipulated for insignificant defects. The notice of defects shall be made no later than 6 days after the arrival of the goods at their destination and - in the case of overt defects - before processing. The notice shall be in writing and exactly specify the individual defects claimed. It shall, however, have no influence on the agreed terms of payment.

Defects not immediately recognizable shall be asserted immediately after their discovery. Every type of material defect, but also transport damages, shall be notified immediately and in writing. Transport damages immediately after receipt of the goods enclosing the written confirmations of the forwarding agent. It is expressly stipulated - insofar as legally permissible - that the seller shall not be liable to pay damages for personal injuries, for damage to property not constituting the subject matter of this agreement, for other damages, consequential damages, and lost profits, unless the circumstances of the individual case show that the seller is guilty of gross negligence. Furthermore excluded is indemnification for property damages and consequential damages under the product liability law, insofar as they are not covered by the seller's public liability insurance. The purchaser shall also stipulate a corresponding exclusion of liability in his agreements, failing which the purchaser shall himself be liable for damages.

8. Court of justice in Celje shall be the venue for both parties to the agreement for all disputes arising directly and indirectly from the contractual relationship. Court of justice in Celje shall be the venue for both parties to the agreement for all disputes arising directly and indirectly from the contractual relationship.

Slovenian law shall govern the contractual relationship and all extra-contractual claims relating thereto.

Isokon, d.o.o., Slovenske Konjice,  
October 2017