

Unless otherwise agreed in writing, we sell exclusively on the conditions set out in detail below, which shall be an integral part of every contract of sale entered into with us, even in the absence of an express confirmation thereof by the purchaser. The Purchaser's conditions of purchase are binding on us only if expressly acknowledged by us in writing. Any reference to the purchaser's conditions of purchase shall consequently have no effect on the validity and applicability of our sales conditions. Any declaration in which we assume obligations or relinquish rights must be made in writing and be signed by duly authorised persons. This also applies to any declaration that a different procedure is to be used from the one defined above.

### 1. Quotations, acceptance and commercial protection

- a. Our quotations are always subject to alteration and to our conditions of sale.
- b. Quotations made by our representatives and agents shall not be legally binding on us until confirmed in writing by ourselves. The same shall apply to all sub-agreements and other promises.
- c. In the absence of any particular reference in the sales offer, technical data, material used and standard values used in the trade shall be assumed.
- d. All documentation provided by us to the Purchaser remains our property. It should not be made available to third parties without our prior written permission. If an order is not placed with us, or upon request, all documentation including any copies that may have been made must be returned to us without delay.
- e. It is the responsibility of the purchaser to check all data contained in catalogues, sales brochures and published documentation and, before acceptance and use, that the product is suitable and appropriate for intended application, this also applies to the choice of suitable materials. We are not duty-bound to check the correctness and/or legal conformity of the requirements and/or assumptions of the Purchaser, as this is the sole responsibility of the Purchaser.
- f. The Purchaser guarantees that the execution of the contract does not result in any breach of commercial law by the use of components, drawings or samples supplied by the Purchaser or third parties. The Purchaser will conduct any possible defence procedures at their own expense and will compensate us for any expenses resulting from such action.
- g. Requested samples shall be billed to the Purchaser according to expense incurred.

### 2. Order

An order shall only be deemed to be accepted when acceptance has been acknowledged in writing by us. The extent of the contract, thus generated, is determined by the actual text of our order confirmation. The Purchaser is obliged to check all relevant detail and draw attention to any discrepancy in writing.

### 3. Delivery

- a. The delivery period starts when all technical and commercial questions have been resolved and terminates, unless otherwise agreed, with the dispatch or the notification of readiness for dispatch. Keeping to delivery schedules assumes the keeping of obligations by the Purchaser, particularly in respect to payments.
- b. Part deliveries as well as a deviation caused by production up to 10% of the ordered quantity are deemed acceptable at minor inconvenience to the Purchaser. The production of printed products is laid out according to the Purchaser's order, but the actual quantity produced depends on the printing run and for that reason is subject to variation. For on-call deliveries quantities shall be notified at least two weeks before shipment.
- c. The Purchaser is bound to take or to call up the delivery: we otherwise reserve the right to store at the Purchaser's risk the goods, to charge the Purchaser with the storage costs and to invoice the goods due for payment.
- d. As far as we bear the freight costs, we shall always be responsible for choosing the means of transport which is, unless otherwise agreed, at the Purchaser's risk and expense.
- e. Unless otherwise agreed packaging material, such as containers, boxes, pallets, etc., is given to the Purchaser as a loan and is to be returned to us in good order and condition free of carriage charges. Damaged items are to be repaired by the Purchaser at the Purchaser's expense. In case they are not returned to us within three months from the delivery, the Purchaser shall bear the costs for new ones.
- f. The Purchaser's initiated amendments to the supply contract cause the delivery schedule to recommence with the date of the revised confirmation of the order.
- g. We do not accept responsibility for any delivery delays in respect to acts of god or events not caused or predicted by us, such as non-issue of permits, strikes, etc. Delivery schedules are extended by the extent of the difficulty. We shall notify the Purchaser of any such situation and, in the case of straightforward delay, advise a new delivery date. When these circumstances are expected to last and particularly when, despite diligent ordering, raw materials have not been supplied to us, we reserve the right to withdraw without liability from the contract.
- h. The Purchaser has the right to withdraw from the contract only if we do not maintain the delivery schedule after expiration of an appropriate delivery deadline agreed to by us. We accept liability only after expiration of such deadline and only in case of wilful intent or gross negligence. However, this implies no change in the requirement of proof at the disadvantage of the Purchaser.

### 4. Prices

Except when otherwise agreed, prices are calculated on the date of shipment, are "Ex Works" place of shipment in accordance with INCOTERMS last valid version, plus VAT as applicable, and with no deduction or discount being granted for immediate payment.

### 5. Terms of payment

- a. As a matter of principle, our invoices are payable on receipt, free of charge, and without deduction.
- b. In the event of delayed payment, it is understood that the statutory interest on arrears shall be applied at 8 (eight) percent p.a. above the basic interest rate for borrowed funds set by the European central bank; the Purchaser shall also be obliged to reimburse any costs of out-of-court collection.
- c. Furthermore in the event of delayed payment or of any indication whatsoever of financial difficulties of the Purchaser, we reserve the right to deliver only against cash in advance, to ask for a security or to withdraw without liability from the contract without the need for a period of grace. The right of withdrawal includes also deliveries not yet carried out or future contracts.
- d. Costs incurred to ascertain credit, letters of credit, etc. are at the expense of the Purchaser. Bills of exchange and cheques shall only be accepted by special agreement and in fulfilment of debt.
- e. Payments received, irrespective of the invoice it is intended to settle, shall be applied to the longest outstanding debt on the Purchaser's account. Compensation of an outstanding debt with opposite receivables is excluded.

### 6. Notification of defects

- a. Notifications of defects shall only be deemed to be valid if they are submitted in writing immediately upon receipt of the goods.
- b. In particular, as soon as the product is included or used, all under warranty claims for defective materials are voided when the defects could have been determined by the Purchaser with little inconvenience before inclusion or use. After three months we shall be held harmless against latent defects.
- c. The information given about our products and processes is based upon extensive research and experience in their application. This information is given orally and in writing in good faith, but shall not be deemed to be a guarantee concerning the qualities and characteristics of our products. This in any case does not release the Purchaser or the user of our products from the obligation to verify that the goods purchased are suitable for the intended purpose.
- d. In case of products which were manufactured to Purchaser drawings and specifications, our warranty for materials defects only extends to include compliance with the specification. This shall apply in particular to industrial property rights held by third parties, for which reason we exclude liability on our part for any infringement to third party patents or other industrial property rights.
- e. Our liability for material defects does not cover normal wear and tear or damage caused by faulty or inappropriate use.
- f. We exclude liability on our part in any such case where our products are included in, or when damages incur after processing, mixing or reconstructing our products with other ones.
- g. In no case can we be held liable for damage incurred by the Purchaser or by a third party as a result of the goods supplied by us and we accept no liability for further claims, particularly claims for compensation or reimbursement of costs arising from further processing.
- h. In particular, our strict product liability within the meaning of the law shall be restricted to liability for personal injury. The Purchaser shall impose this restriction and an obligation to impose this restriction to our benefit upon every further contracting partner in the chain of production or sales. Any infringement of this condition shall render the infringing party liable to us for damages. The Purchaser shall keep us harmless against any such claims by third parties, with the sole exception of cases of demonstrable gross negligence.
- i. Warranty shall be claimed only if the loss suffered as a consequence of defective products exceeds 1% of the contracted quantity. Defects in a partial delivery do not entitle the Purchaser to withdraw from the rest of the contracted quantity.
- j. The determination whether products are defective shall be made at our facilities or may be based upon our actual test report.
- k. If the notification of defect is found to be justified, we shall at our discretion, after the defective products have been returned to us free of charge, either repair or replace the goods or allow a price reduction to the Purchaser. This discretion is not waived even after repeated unsatisfactory repairs and we must be given appropriate time and access to affect repairs.

- l. If the notification of defect is not found to be justified, warranty must be claimed in court within one year from the receipt of goods.

### 7. Reservation of title

- a. We reserve title to the goods supplied until payment in full is made. During this period of joint ownership no seizure, nor transfer nor ceding of the demands from the Purchaser without our express permission may take place. We are to be notified without delay in the case of a seizure by a third party.
- b. If the goods subject to this reservation of title are processed, the reservation of title shall extend to the product of such processing and if the necessity arises we shall be entitled to select such amount of the said product as shall cover the value of the goods supplied by us for separation.
- c. The Purchaser is empowered, unless the power is revoked, to satisfy claims resulting from the resale in the course of normal business transactions, but only if claims deriving from their resale are not assigned to third parties beforehand. Furthermore, we have the right to independently seek an order, if the Purchaser has not fulfilled his contractual duty, in particular to settle due accounts on time. Upon request the Purchaser must name the debtors of outstanding claims and show the amounts owing.
- d. The Purchaser shall compensate us for the costs of any legal action.
- e. The purchaser undertakes to insure at their own expense any goods subject to the reservation of title and to store and control these goods with appropriate care.
- f. The legal consequences of processing as set out above shall also apply to further processing, mixing or reconstructing of the goods supplied.
- g. Making a claim on goods subject to the reservation of title and in particular a demand to transfer the same shall not constitute rescission of the contract unless expressly declared by us.

### 8. Non-compliance

Any breach of these conditions shall entitle us to rescind the contract. The Purchaser shall bear the costs of the return of the goods and shall also be liable for any damages incurred as a result of the breach of the contract.

### 9. Place of performance

Unless otherwise explicitly agreed upon in writing, place of performance shall be:

- for delivery of goods, even for those delivered free, the named place of destination: the place of dispatch;
- for payment: the bank accounts indicated in the invoice, or our principal place of business.

### 10. Court of jurisdiction and applicable law

- a. Relating to national business and business within the territory covered by the Lugano Convention, other international agreements concerning the court of jurisdiction and the enforcement of foreign judgements and/or relevant EC regulations (EuGVVO), the Ljubljana Court shall enjoy exclusive jurisdiction. These conditions shall be construed and interpreted exclusively according to Slovenian law.
- b. Relating to business in any other country: it is expressly agreed that Slovenian law shall apply. Any disputes arising shall be subject to the final decision of a panel of three arbitrators in accordance with the rules of the Federal Chamber of Industry in Vienna (Vienna Rules). The panel of arbitrators shall convene in Vienna, Austria. This agreement on the panel of arbitrators only applies, however, if the arbitration award is recognised in the home country of the contractual partner for the purpose of the enforcement of execution measures. Where this is not the case, the decision shall be arrived at using normal legal proceedings. We shall also be at liberty to have recourse to the Slovenian court with substantive jurisdiction for Ljubljana, Slovenia.

### 11. Partial invalidity

The legal invalidity of a part or parts of these conditions shall have no effect on the validity of the remainder of the conditions. Should a clause be or become ineffective, we shall endeavour together with the Purchaser to replace the ineffective clause with a new one, which shall be construed so as to be valid and enforceable to the maximum extent permitted by law or equity while preserving its original intent.

### 12. Amendments

Amendments of these conditions shall not be valid unless expressly confirmed by us in writing.