

SELLER'S GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITION OF TERMS

These terms have the following meanings, in the appropriate tense and number:

- 1.1. SELLER: MOS Servis d.o.o. Mestinjce 2b, 3241 Podplac, Slovenia;
- 1.2. BUYER: the person who sends the SELLER a request for products or services and/or the SELLER invites the BUYER to make an offer; the person to whom the SELLER sends the offer; and the person who enters into a contract with the SELLER, whereby the SELLER undertakes to develop, manufacture or supply the products or services, or who places an order with the SELLER for the manufacture, supply of the products or the provision of the services;
- 1.3. Products: goods and services supplied or rendered by the Seller;
- 1.4. Contract: a written agreement between the SELLER and the BUYER on the products and services to be supplied and performed by the SELLER and on the characteristics set out in the Technical Documentation;
- 1.5. Order: a written order by which the BUYER instructs the SELLER to supply products or perform services;
- 1.6. Technical Documentation: technical documentation by which the BUYER defines the product to be manufactured by the SELLER and which also defines the subject of the order; the technical documentation comprises all the information, in electronic or written form, necessary for the SELLER to manufacture or perform the product without further instructions; the technical documentation comprises 2D and 3D files, specifications, technical acceptance conditions and any additional requirements;

2. SUBJECT MATTER AND VALIDITY OF THE GENERAL CONDITIONS

- 2.1. The General Terms and Conditions are complementary to the specific agreements in the Contract or the Offer and apply to the legal relationship between the SELLER and the BUYER.
- 2.2. The Parties may otherwise regulate their relationship only by written agreement.
- 2.3. The General Terms and Conditions are published on the website <https://mos.si/>.
- 2.4. The General Terms and Conditions applicable to a particular contract or offer shall be those published on the Website at the time the contract is concluded between the parties or the offer is confirmed by the BUYER.

- 2.5. The accepted language of communication between the SELLER and the BUYER shall be Slovene or, as agreed between the parties, English and German.

3. CONTRACT OR OFFER

- 3.1. The BUYER shall enclose an offer, technical documentation specifying the characteristics and dimensions of the product with the request for a product or the invitation to the SELLER, so that the product is precisely defined and can be developed by the SELLER without further instructions. The BUYER shall also send the internal technical specifications or standards used by the BUYER which are related to the requirements for the product as designed or handled, including the delivery conditions and the scope of application of the product.
- 3.2. If the request for the offer or invitation for enquiry with the technical documentation is not sufficiently specified, the SELLER may issue an informative but non-binding offer.
- 3.3. If the product is included in the request for the offer or invitation for enquiry with technical documentation, specifications and other requirements, if any, defined in such a way that the SELLER can produce it without further instructions and coordination of characteristics, the SELLER shall send a binding offer to the BUYER. If the BUYER in any way modifies the specifications and/or technical documentation or other requirements after the SELLER has already sent the offer, the SELLER shall be entitled to modify the price, the time limit and other terms and conditions of the offer affected by the modification of the specifications, technical documentation or other requirements.
- 3.4. If the BUYER, after the conclusion of the Contract or the confirmation of the offer, requests a change of the Product and/or a change of the requirements to be met by the Product and the SELLER accepts this change, the SELLER shall be entitled to change the price and/or to change other terms and conditions as a result of the BUYER's request. The BUYER shall reimburse the SELLER for any additional costs incurred in implementing the BUYER's additional requirements.
- 3.5. The contract or offer shall also regulate, in accordance with Clause 2 of the General Terms and Conditions, the introduction of changes to the product already manufactured or supplied by the SELLER on the basis of an existing contract.
- 3.6. If the BUYER cancels the order during the execution phase, the BUYER shall be obliged to reimburse all costs incurred up to the date of cancellation, including damages.

4. PRODUCTS

- 4.1. The BUYER shall be fully responsible for the technical documentation and for the design solutions that define the product to the SELLER and for the choice of the product material.
- 4.2. Any changes proposed by the SELLER may only be made if approved in writing by the BUYER prior to their execution. If the BUYER does not approve the proposed changes, the SELLER shall have the right to withdraw from the order by means of a declaration of withdrawal.

5. ORDERS

- 5.1. The order must be placed in writing. The BUYER shall place the order by e-mail or by post.
- 5.2. Each order must contain, in addition to the BUYER's name, registered office, business address, tax number and transaction account: the type and quantity of the product, the desired delivery date of the product ordered, the delivery address of the product, any additional requirements regarding packaging, transport, etc.
- 5.3. The SELLER shall be bound by the delivery period confirmed by the written order confirmation.

6. ORDER CONFIRMATION AND CANCELLATION

- 6.1. Upon acceptance of an order, the SELLER shall confirm the order in writing no later than ten working days from the day on which the order was received by the SELLER. If the SELLER receives the order after working hours (after 3 p.m.), the SELLER shall be deemed to have received the order the next working day. If the BUYER does not receive an order acknowledgement by the expiry of 3 p.m. on the tenth working day, the BUYER shall be obliged to check whether the SELLER has received the order at all.
- 6.2. The SELLER shall not be obliged to accept changes to the order or cancellation of the order if it arrives less than 30 days before the confirmed delivery date.

7. PRICES AND PAYMENTS

- 7.1. Unless otherwise evident from the offer or order confirmation or from other documents containing the concluded sales contract, the SELLER's prices "EXW PRODAJALEC servis d.o.o., INCOTERMS 2010" shall apply.

- 7.2. For a single sale transaction, the prices on the order confirmation will apply. The Seller reserves the right to change the prices in the event that the purchase prices of the Input Materials or Input Services increase by 10 per cent or more (from the date of the confirmation of payment to the date of agreed delivery of the product or performance of the service).
- 7.3. The BUYER is obliged to pay for the products within the agreed period from the date of invoice and receipt of the goods. The deadline for submitting a claim is eight (8) working days from the date of issue of the invoice.
- 7.4. When making payment, the BUYER must specify which invoice he is paying and, if he is paying partly, and what he is paying with the partial payment. If the BUYER does not specify the invoice(s) they are paying when making a payment, the amount paid shall be applied to the invoices that are overdue, in the order in which they are due.
- 7.5. In the event that the BUYER has a valid objection to part of the invoice, the BUYER shall pay the undisputed part. The BUYER shall also be obliged to pay invoices for deliveries made after the delivery which may be subject to the resolution of the discrepancies, without prejudice to the prior resolution of the allegedly discrepant delivery.
- 7.6. Payment shall be made by bank transfer. Payment shall be made when the total amount charged has been received to the SELLER's bank account.
- 7.7. All bank and other charges related to the payment and any tributes on the payment shall be borne by the BUYER, so that the SELLER shall receive on its account the amount of the payment stated on the invoice without deductions or charges.
- 7.8. Once per calendar year, the BUYER and the SELLER shall reconcile their receivables or payment balances on the IOP form in the case of buyers from the Republic of Slovenia, otherwise by a separate record.
- 7.9. The SELLER shall have the right to assign its claims against the BUYER without the BUYER's specific consent.

8. LATE PAYMENTS AND PAYMENT PROTECTION

- 8.1. In the event of late payment, the BUYER shall be liable to pay late payment interests, which the SELLER shall charge at the late payment interest rate.
- 8.2. If the BUYER is late with the payment, the SELLER shall have the right, in addition to the right to interest on late payment, to apply one or more of the following measures at its option until full payment has been received (the SELLER shall inform the BUYER thereof):
 - 8.2.1. to withhold the dispatch of products destined for the BUYER,

- 8.2.2. to withhold confirmation of the order and not enter it into the system,
- 8.2.3. to demand immediate payment of the overdue amount and all payments, including those not yet due,
- 8.2.4. to withhold the delivery of tools owned by the BUYER
- 8.2.5. to make the following deliveries only on the basis of advance payments,
- 8.2.6. to require payment security for all future deliveries,
- 8.2.7. to withdraw, at its option, from all or only certain confirmed orders and/or other contracts concluded with a BUYER who is late with the payment and claims the compensation of damages.
- 8.3. The SELLER shall not be liable for any damage caused to the BUYER as a result of the application of the measures referred to in clause 8.2.
- 8.4. The BUYER undertakes to provide the SELLER with the information required by the insurer for the purpose of securing the SELLER's debts against the BUYER.

9. QUALITY

- 9.1. The quality of products is determined by the technical documentation and specifications for the product, depending on the type of product. For any mutually acceptable deviations or changes in the quality of the products from the technical documentation shall be agreed in writing between the parties.

10. COLLECTION OF PRODUCTS

- 10.1. The BUYER may complain about the accuracy of the quantities delivered within a maximum period of five working days from the delivery of the Products. Subsequent complaints concerning quantities shall not be considered and shall not be acknowledged. The same procedure shall apply to complaints concerning packaging and corrosion on raw unpainted products.
- 10.2. The BUYER is also obliged to notify the SELLER of hidden defects within a maximum period of 6 months from the date of delivery of the products and within 5 days of discovering the defect. After this period, such complaints shall not be accepted.
- 10.3. Notices of defects must contain the information set out in clause 10.5. All notices of product non-conformity must be addressed to info@prodajalec.si and to the e-mail address of the order administrator. Notices and reports not addressed to these two e-mail addresses shall not be considered and the SELLER shall not be liable for any costs incurred or other consequences.
- 10.4. The BUYER is obliged to inspect the products received from the SELLER during assembly in such a way as to detect any defects, in particular:
 - bumps, surface damage, which may be the subject of complaints from the customer's customers;

In the event of the BUYER discovering such defects, all the provisions of these General Terms and Conditions on the handling and accounting of non-conforming products shall apply.

In cases where products or compounds are the subject of complaints of such defects between the SELLER's buyer and the BUYER's buyer, the SELLER shall not be liable. The SELLER shall also not be liable for the costs and damages incurred by the BUYER insofar as the BUYER has omitted control procedures during the individual stages of its process or there are no records of the tests carried out in relation to the function of the product.

- 10.5. The BUYER is obliged to provide the following information in the complaint report:
-the SELLER's dispatch number, the BUYER's order number, the product code, photographs of the defects and the location of the defects on the product. If the complaint report does not contain all this information, the SELLER shall not process the complaint and shall consider it null and void.
- 10.6. The BUYER is obliged to take delivery of the ordered and completed products (in case of EXW parity) or to allow delivery (in case of CPT parity) no later than 7 days after the agreed and confirmed delivery date. Otherwise, the SELLER shall charge the SELLER storage costs of 0.1% of the value of the product for each day of storage.

11. WARRANTY AGAINST DEFECTS

- 11.1. The SELLER shall be responsible for the conformity of the product with the technical documentation and technical specifications of the product. In cases of deviations, the procedures for asserting liability shall apply as described in section 10. The SELLER shall not be liable for improper and incorrect handling, improper and incorrect installation or exploitation of the products, unprofessional repairs and normal wear and tear after delivery of the goods to the BUYER.
- 11.2. In the event that the defects are of such a nature that the products can be repaired before use, the BUYER and the SELLER shall agree on the repair or replacement of the products. If repair is agreed upon, it may be carried out by the SELLER's personnel or by the BUYER. In this case, the cost of the repair must be agreed in advance. If the BUYER repairs the products or has them repaired by a third party without the written consent of the SELLER, the BUYER shall bear the entire cost of rectification.
- 11.3. The SELLER gives a 1 year warranty, unless otherwise agreed between the BUYER and the SELLER.
- 11.4. The BUYER shall have the rights set out in clauses 11.2 .

In particular, the SELLER shall not be liable for:
- damage to things, people, property, etc;

- damage caused by a defective product if the BUYER has failed to follow its prescribed inspection procedures for the product or the compound in which the product is incorporated, including testing the functionality of the product in the compound;
- the damage caused by the product, if the fault is due to technical documentation, the specifications, instructions and requirements of the BUYER;
- damage caused by the product if it has been incorrectly installed, overloaded or misused.

12. LIABILITY FOR DAMAGES

- 12.1. The SELLER shall only be liable for damages caused by defects in the products and/or other damages if the SELLER has caused the damages through gross negligence or wilful misconduct. The SELLER shall not be liable for lost profits, production stoppages, recalls, loss of reputation and other consequential damages. Damages shall be limited to the value of the defective products delivered.
- 12.2. The BUYER shall not be entitled to reimbursement of administrative costs incurred in connection with the exercise of rights due to defects in the products.

13. INTELLECTUAL PROPERTY AND PROTECTION OF TRADE SECRETS

- 13.1. The technical documentation and specifications and other product data provided by the BUYER to the SELLER shall remain the intellectual property of the BUYER or of the person with whose consent the BUYER has provided it to the SELLER. The SELLER may use the technical documentation, specifications and data only for the purpose of manufacturing and supplying the products to the BUYER.
- 13.2. The BUYER warrants that the technical documentation provided to the SELLER and the use of such documentation for the manufacture and delivery of the products in accordance with the Contract shall not prejudice any right of a third party.
- 13.3. If the technical documentation and specifications for the products, modifications or adaptations thereof are made by the SELLER, the SELLER shall acquire all intellectual property rights in such documentation and specifications. If the parties agree in writing that the BUYER shall acquire the intellectual property rights in the technical documentation and specifications produced by the SELLER, the BUYER shall acquire the rights as from the date on which the agreed price has been paid in full.
- 13.4. Each of the parties undertakes to protect as a business secret information provided by the other party which is not lawfully available to the public, namely:
- information that the other party designates as a business secret,
 - the other party's technical documentation and specifications
 - commercial terms, prices, calculations,
 - complaints,

- information for which it is apparent that the other party would be manifestly prejudiced if it came into the hands of an unauthorised person.

13.5. The parties undertake to protect as business secrets the contents of the negotiations and the information provided by the other party during the negotiations, as well as the content of the contracts concluded on the basis of these General Terms and Conditions.

13.6. Each party shall be obliged to protect the trade secrets of the other party for at least 3 years after the termination of the contract or the termination of the cooperation (since the last order).

14. HIGHER POWER

14.1. If, as a result of an event beyond the party's reasonable control and which the party cannot prevent or avoid, such as an earthquake, storms, other natural disasters, war, governmental action, riots, fire, strikes, shortages of materials, etc., and as a result of which the party is unable to perform or is unable to perform its obligation in a timely manner, the party is obliged to notify the other party in writing without delay of the occurrence of such an event and the effect thereof on performance.

14.2. In such a case, the parties shall agree, if possible, on adjustments to the contractual obligations. If performance of the contract/offer cannot be performed within 90 days of the date of the force majeure event, the other party may withdraw from the contract.

14.3. A party prevented from performance by a force majeure event shall not be liable for any damage caused to the other party.

15. APPLICABLE LAW AND JURISDICTION OF THE COURTS

15.1. All relations between the BUYER and the SELLER shall be governed by the law of the Republic of Slovenia and the Slovenian language shall be used in the proceedings. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) is excluded.

15.2. Any disputes between the parties which are not resolved amicably shall be decided by the court of competent jurisdiction in Celje.

16. FINAL PROVISIONS

16.1. These General Terms and Conditions shall remain in force indefinitely or until superseded by new General Terms and Conditions.

Mestinje, 22.2.2024