

## THE BUYER'S GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1 DEFINITION OF TERMS

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

- 1.1. Buyer: MOS Servis d.o.o., Mestinjce 2b, 3241 Podplat, Slovenia
- 1.2. Supplier: a person who sends the buyer an offer for goods or services and/or is invited by the buyer to make an offer; a person to whom the buyer sends an order; a person who enters into a contract with the buyer whereby the supplier undertakes to supply goods or services to the buyer;
- 1.3. Goods: any item supplied by the supplier to the buyer;
- 1.4. Services: any work carried out by the supplier for the buyer;
- 1.5. Order: a written order by which the buyer orders goods or services;
- 1.6. Parties: the buyer and the supplier jointly.

### 2 GENERAL

- 2.1. The Terms and Conditions shall apply exclusively and in full to any contractual relationship in which the buyer purchases goods or services. The buyer does not recognise any general terms and conditions of the supplier unless otherwise agreed in writing.
- 2.2. These Terms and Conditions form an integral part of the individual Purchase Contract (hereinafter referred to as the "Contract") concluded by the buyer with the supplier and shall apply to all future dealings between the buyer and the supplier, notwithstanding any different Terms and Conditions of the supplier that may be known to the buyer.
- 2.3. Acceptance of these Terms and Conditions excludes any other agreement which has not been confirmed in writing by the buyer. The buyer shall have the right to determine specific Terms and Conditions in the individual business relationship.

### 3 SUBJECT MATTER AND VALIDITY OF THE TERMS AND CONDITIONS

- 3.1. The Terms and Conditions complement the specific agreements in the Contract between the buyer and the supplier.

- 3.2. The parties may otherwise regulate their relationship only by written agreement.
- 3.3. The Terms and Conditions are published on the website <https://mos.si/> or are available for insight by request at the buyer's registered office.
- 3.4. The Terms and Conditions of each contract shall be those published on the website at the time the Contract was concluded.

#### 4. CONCLUSION OR AMENDMENT OF THE CONTRACT

- 4.1. The Contract shall at all times be made and shall be valid only in writing. Amendments thereto, in particular those amending or supplementing the Contract or the Terms and Conditions, shall also be valid only if previously made in writing.
- 4.2. The Contract is concluded when the buyer places an order in writing with the supplier.
- 4.3. Orders and cancellations of orders for goods or services may be made through e-mail.
- 4.4. All oral agreements, if any, must be confirmed in writing by the buyer, otherwise they shall be null and void.

#### 5. ORDER/OFFER

- 5.1. The buyer shall, on the basis of a written Offer from the supplier, prepare an Order within a reasonable time. The buyer undertakes to deliver a written order to the supplier.
- 5.2. The supplier's Offer must contain in particular:
  - the quantity, type and quality of the goods or services;
  - the price at which it sells the goods or services;
  - payment method;
  - the deadline for compliance;
  - the manner and place of delivery of the goods or services;
  - the address and any other identifying marks of the supplier;
  - other.
- 5.3. The buyer may forward an Order to the supplier without first having received an offer from the supplier. In this case, the supplier shall be bound by the Order unless they declare in writing within 5 days from the date of the order that they are not bound by the Order. The supplier who is in a business relationship with the buyer shall be bound by this provision.
- 5.4. An order under the preceding paragraph shall be subject to the provision of clause 5.3 of these terms and conditions.

## 6. SUPPLY OF GOODS OR SERVICES

- 6.1. The supplier shall supply the Goods or Services in accordance with the Contract or the buyer's order. Deliveries deviating from the order must be approved in writing in advance by the buyer.
- 6.2. The punctuality of deliveries shall be based on the agreement made at the time of order, namely the time and place of delivery of the Goods or Services ordered or the delivery of the Goods to the agreed place. In the case of Services, punctuality shall be deemed to be acceptance.
- 6.3. The supplier shall take all measures for the safe and timely execution of the delivery, shall provide all the means necessary for the execution of the delivery and shall bear all costs incurred in connection therewith.
- 6.4. If the supplier expects or becomes aware of circumstances which would lead to the untimely delivery of the Goods or Services and/or affect the agreed quality of the Goods or Services or other consequences adverse to the buyer, the supplier shall immediately inform the buyer thereof, without prejudice to the buyer's rights applicable in the event of delay by the supplier.
- 6.5. Notwithstanding any damage caused by delay in fulfilling its obligation in due time, the supplier shall in any event, including in the event of an extension of the time limit for fulfilment, and irrespective of liability, be bound to pay to the buyer the contractual penalty for delay. The contractual penalty shall be set at 0,5 % for each day of delay and of the value of the goods or services ordered.
- 6.6. The period for fulfilment may only be extended if the buyer agrees to this. In the event of an extension of the time limit, the supplier shall be liable to the buyer for any damages whatsoever, irrespective of the reason for the extension.
- 6.7. The buyer shall have the right to refuse partial deliveries unless otherwise agreed in writing.
- 6.8. For the acceptance of Goods or Services, the data (weight, quantity, dimensions) provided by the supplier or by the buyer by means of measurements/analyses shall be used (an external institution may be used for measurements/analyses). The basis for acceptance shall be the requirements set out in the Order/Contract, the attached technical documentation and the general Terms and Conditions/Certificates for the respective material.
- 6.9. Acceptance of the Goods shall take place upon delivery of the Goods by the buyer's warehouse and personnel. Acceptance of the Service shall be affected with the cooperation of both parties and in the manner agreed between the parties.
- 6.10. When taking delivery of Goods or Services where the supplier is on the buyer's premises or at the buyer's work site, the supplier shall ensure the safety of the takeover and, in particular, the safe and healthy performance of the work in connection with the takeover.

- 6.11. The passing of the risk of destruction shall be determined by INCOTERMS clauses as agreed by both parties.
- 6.12. Force Majeure - any labour unrest, war, earthquake, flood or governmental action and any other event which make it more difficult for a party to perform or accept an obligation shall not be binding for the duration of the aggravating circumstances. The period for fulfilment for acceptance of the Goods or Services shall be fixed afresh by mutual agreement after such events.

## 7. CONTINUING RELATIONSHIP

- 7.1. A Contract between the parties under which the performance obligation of the parties is agreed over an extended period of time (a continuing business relationship) shall be enforceable on the basis of individual call-off notices given by the buyer to the supplier.
- 7.2. The continuing relationship may be terminated in writing by either party. The period of notice shall be 30 days from the date of the notice of cancellation.
- 7.3. In the event of cancellation, the supplier shall also supply at least the Goods or Services which were recalled by the buyer, before the buyer was served with the notice of cancellation.

## 8. MATERIAL DEFECTS/ WARRANTY

- 8.1. The supplier declares to the buyer that it fulfils all the terms and conditions laid down by the applicable regulations for the performance of its activities or for the fulfilment of its obligations under the Contracts.
- 8.2. The acceptance of the goods or services in terms of quantity and quality shall be carried out as is customary in the normal course of things. For this period, the supplier expressly waives any claims for defects.
- 8.3. The buyer is obliged to inspect the goods or services upon receipt. If he finds any visible defect or deficiency in the goods or services, a reprimand of the goods or services shall be entered in the record. At the same time, he shall have the right to refuse to accept the goods in whole or in part.
- 8.4. The buyer shall notify the supplier of any defect or deficiency not discovered at the time of acceptance of the goods or services and discovered within a reasonable time after acceptance by written reprimand within 8 days of discovery.

- 8.5. The supplier shall proceed immediately after the reprimand to rectify the defects or deficiencies.
- 8.6. The supplier shall guarantee the goods or services for a period of 24 months, unless a longer period is prescribed by regulations. This period shall commence upon the transfer of risk to the buyer or, as the case may be, upon the rectification of defects or deficiencies.
- 8.7. The buyer shall in any event have the right to choose the method of rectification of defects or deficiencies.
- 8.8. All costs or losses which the buyer may incur at any time in connection with defects or deficiencies in the goods or services shall be borne by the supplier.
- 8.9. If the supplier does not immediately after receipt of the reprimand begin the rectification of defects or deficiencies, especially in urgent cases in order to avoid or reduce damage, the buyer shall be entitled to the rectification of defects or deficiencies itself or with the assistance of third parties, with all costs so incurred being passed on to the supplier. In the event of legal defects, the supplier will ensure that the buyer is in the same position vis-à-vis with third parties as if the delivery had not been legally defective.
- 8.10. All costs and damages arising from defects or deficiencies in the goods or services shall be borne by the supplier. In the event that the buyer's products lose quality and consequently price, or are even returned to the buyer from other buyers, or the buyer in any other way suffers damages, the buyer shall be entitled to claim from the supplier a reimbursement of all damages or costs, without regard to the term for reprimanding defects in the goods or services.

In such cases, the buyer shall issue a "Complaint Report" and account for the damages or costs incurred.

## **9. PRICING, RISK TRANSFER AND PAYMENT**

- 9.1. The price agreed between the parties for the goods or services shall be final, which means that it shall include any taxes and charges, unless otherwise specified in the Contract.
- 9.2. The invoice must be consistent with the offer or order (hereinafter referred to as the "project/cost item") and must indicate to which project/cost item it relates.
- 9.3. Payment of the invoice shall be made within 90 days after the invoice has been delivered, but not before the goods or services have been received. The payment period may be shorter if the supplier gives the buyer a benefit agreed between the parties in return.
- 9.4. In the event that the goods or services are defective or deficient, the period for payment shall commence on the date on which the defects or deficiencies are rectified, which must be confirmed in writing by the buyer.

## 10. LIABILITY AND INSURANCE

- 10.1. If the buyer incurs any costs as a result of the supplier's liability (litigation costs, product recalls), these shall be borne by the supplier of the goods or services.
- 10.2. The supplier shall take out appropriate liability insurance, if the parties so agree. The supplier shall provide proof of compliance with this requirement at the buyer's request.

## 11. HAZARDOUS SUBSTANCES

- 11.1. The supplier shall ensure that the goods or services comply with all environmental and health regulations.

## 12. GOODS GIVEN TO THE SUPPLIER

- 12.1. Materials, parts, packaging, tools or other means and objects (hereinafter referred to as "Items") which the buyer delivers to the supplier for the purpose of the supplier's performance of its obligation shall remain the property of the buyer and shall be held by the supplier for the buyer.
- 12.2. The supplier may use the delivered items only for the purpose of fulfilling its obligation towards the buyer or for the purpose agreed between the parties and must treat them as a good steward. Any damage to the items shall be the responsibility of the supplier and shall be repaired by the supplier or, if the parties so agree, by the buyer at the supplier's expense.
- 12.3. If the supplier uses the materials and individual parts supplied to make the product, the buyer acquires co-ownership of the product.

## 13. ASSURANCE OF SPARE PARTS

- 13.1. The supplier shall give the buyer at least 1 year's notice before ceasing to manufacture or sell the goods. At the buyer's request, the supplier shall continue to supply the goods to the buyer until the buyer has an alternative suitable solution.

## 14. CESSION/ASSUMPTION OF DEBT

- 14.1. The supplier may assign claims against the buyer only if it has obtained the buyer's prior written consent.



- 14.2. If the supplier acts contrary to the preceding paragraph, the supplier shall be liable for damages suffered by the buyer arising out of or in connection with the cession.
- 14.3. The buyer may, in respect of a debt owed to the supplier, enter into a debt assumption agreement with a third party; provided that the supplier agrees to this.

## 15. INTELLECTUAL PROPERTY AND PROTECTION OF BUSINESS SECRETS

- 15.1. The supplier undertakes to keep information concerning the buyer confidential and shall take all necessary measures to prevent the dissemination of such information.
- 15.2. The supplier shall treat and protect as a business secret all non-public commercial, technical or other information and documentation provided to them by the buyer or uses other means to get an understanding.
- 15.3. The technical documentation and specifications and other product information provided by the buyer to the supplier shall remain the intellectual property of the buyer or the person with whose consent the buyer forwarded it to the supplier. The supplier may use the technical documentation, specifications and data only for the purpose of supplying the goods or services to the buyer.
- 15.4. The supplier warrants that the technical documentation provided to the buyer and the use of such documentation for the supply of the goods or services in accordance with the Contract shall not prejudice any right of a third party.
- 15.5. Each of the parties undertake 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, information that would be likely to cause obvious damage to the other party if known to an unauthorised person.
- 15.6. The parties undertake to protect as business secrets the content of the negotiations and the information provided by third parties during the negotiations, as well as the content of the contracts concluded on the basis of these general terms and conditions.
- 15.7. The parties are obliged to protect the other party's business secrets even after the termination of the contract.

## 16. JURISDICTION/APPLICABLE LAW

16.1. The parties shall endeavour to resolve any disputes amicably. If this is not possible, the place of jurisdiction shall be the court of the buyer's registered office, irrespective of the nature, cause or place of the dispute, and without regard to the specifics of any other terms and conditions.

16.2. In addition to these terms and conditions or other terms and conditions agreed in writing, the law applicable in the Republic of Slovenia shall apply to the relations between the parties and the Slovenian language shall be used in the proceedings; in this respect, the Obligations Code shall prevail.

## 17. FINAL PROVISIONS

17.1. These General Conditions of Purchase shall remain in force indefinitely or until superseded by new General Conditions of Purchase.

Mestinje, 22.2.2024