

## General purchasing conditions (GPC) of TT OKROGLICA d.d.

### 1. Definitions

“TT OKROGLICA”: TT OKROGLICA d.d., Dombrova 1, VOLČJA DRAGA.;  
“Agreement”: an agreement between TT OKROGLICA and the contracting party concerning the sales of products, providing services or duties which have to be done; “The contracting party”: an individual or corporate entity which TT OKROGLICA wants to have or already has an agreement with.

### 2. Agreement

An agreement is valid in a written form. All TT OKROGLICA orders should be confirmed by the contracting party by returning the signed copy of TT OKROGLICA confirmation of order within 3 days, unless the order states a different term. TT OKROGLICA is entitled to cancel the order as long as the contracting party has not given a written confirmation yet. TT OKROGLICA is not bound by any annotation and/or comment, stated by the contracting party in the confirmation of order.

### 3. Applicability

Unless otherwise agreed, explicitly and in writing, these purchase conditions form a part of all the agreements by TT OKROGLICA. The general conditions of the contracting party are not applicable unless TT OKROGLICA explicitly and in writing accepts these conditions.

### 4. Pricing

The prices stated in the confirmation of order are fixed and cannot be unilaterally adjusted and/or altered by the contracting party. The contracting party is not allowed, after signing and returning the confirmation of order, to pass on any price increase to TT OKROGLICA. Import duties and import costs will be borne by the contracting party. TT OKROGLICA can only be charged for additional orders if a written order to that effect has been placed by TT OKROGLICA.

### 5. Delivery

Delivery shall be made by a paid transportation to the delivery address and on time or within the period stated in the confirmation order. Each shipment should be accompanied by a signed packing list stating the order number and, if applicable, TT OKROGLICA’s description of the delivered goods, article number and the number of products.

### 6. Transfer of title

The ownership of and the risk for the goods are transferred to TT OKROGLICA at the moment of receipt at the address stated in article 5, without prejudice to any right of rejection of the goods after receipt thereof (article 7).

### 7. Rejection

If the goods delivered or the work done by the contracting party are not in accordance with the order, TT OKROGLICA is entitled to rejecting the goods delivered or the work done. Should TT OKROGLICA reject the goods or work, the contracting party is obliged within 14 days, either to substitute the goods, or to do the work in accordance with the order,

or to refund the price, according to TT OKROGLICA wishes and without prejudice to TT OKROGLICA’s right to demand full damage for losses incurred and without TT OKROGLICA’s right to partially or completely cancel further execution of the order, if TT OKROGLICA should wish so. In the event of the latter, TT OKROGLICA shall not be held liable for damages of any sort whatsoever and TT OKROGLICA shall retain the right to claim full damages. Following rejection of the delivered goods, TT OKROGLICA shall store the goods or have them stored, on the account of the contracting party and at the contracting party’s own risk. The ownership of these rejected goods shall be transferred to the contracting party as soon as either the goods have been substituted or TT OKROGLICA have been paid the damages resulting from rejection.

### 8. Packaging

The goods should be packed in such a way that, if transported in a normal way, they arrive at their destination in good condition and can be unloaded and stored in the customary manner. Materials that TT OKROGLICA defines special packaging instructions for, the contracting party must respect them. Costs of packaging are included in the price of goods. If loan packaging is used, this should be stated separately in the consignment note. Loaned packaging must be send back at the cost and risk of the contracting party; if this cannot be done, TT OKROGLICA does it at the cost and risk of contracting party. If TT OKROGLICA has any costs with recycling of packaging, such costs will be charged to contracting party.

Packaging material can only be charged to TT OKROGLICA following explicit prior agreement with TT OKROGLICA in writing.

### 9. Payment

The payment shall be made in the value, which is printed on the order or in contract. If payment terms are not defined, default payment is 90 days net. Payment shall be made within the agreed period, after the goods received or the services rendered have been invoiced to TT OKROGLICA. TT OKROGLICA is entitled to suspend any payments due to the contracting party if:

- TT OKROGLICA has rejected the goods or the work done.
- The goods have not been delivered or the work has not been done within the period stated in the confirmation of order.
- Other obligations resulting from the contract have not been met by the contracting party.

TT OKROGLICA is entitled to settle any payments, costs, damages and/or interest which are or will be due to TT OKROGLICA by the contracting party with the payments due to the contracting party.

### 10. Guarantee

The contracting party guarantees that the goods delivered are in accordance with the specifications stated in the confirmation of order and with the supplied samples and that these are made of durable materials, are finished and fit for the purpose for which TT OKROGLICA ordered them.

The contracting party is obliged to repair, at first notice, any faults and defects in the products which should arise within two years of receipt by TT OKROGLICA, free of charge unless this is a result of normal wear or injudicious use. In the event that the contracting party should not comply with this, TT OKROGLICA has the right to carry out the necessary work, or have it carried out by a third party, on the account of the contracting party, without prejudice to TT OKROGLICA other rights.

#### 11. Liability

The contracting party is liable for all damages to or caused by the goods supplied as a result of faults or defects in the goods supplied, such being in accordance with the guarantee above and in accordance with Slovene legislation. This liability extends to damages due to transgression of the delivery term, damages to third parties, loss of profits and other indirect damages arising on our part or these third parties. The contracting party shall indemnify TT OKROGLICA against liability to third parties.

#### 12. Titles of third parties

Except for the goods made according to a TT OKROGLICA design, the contracting party shall bear the full liability should the goods delivered infringe third parties rights. The contracting party shall indemnify TT OKROGLICA against any claims, costs or interest relating to the aforementioned.

#### 13. Designs

All designs, materials and tools supplied by TT OKROGLICA, or manufactured or purchased by the contracting party for the account of TT OKROGLICA are in ownership and can be claimed immediately by TT OKROGLICA in any time. The contracting party shall keep these means for his account and at his risk and shall keep them in good condition. The contracting party shall not use them for the benefit of, or have them used by third parties unless so authorised in writing by TT OKROGLICA.

#### 14. Contracting out

Without written approval from TT OKROGLICA the contracting party shall not contract out the order or any part of the order to third parties.

#### 15. Rescission and termination

In the event of the contracting party defaulting on the compliance with his obligations arising from any agreement and/or in the event of the bankruptcy or suspension of payment or liquidation of the contracting party's company, TT OKROGLICA shall have the right without further notice and without legal action to partially or fully rescind the agreement, without being held liable for any damages and without prejudice to TT OKROGLICA's further rights. All claims which are due or which will be due to TT OKROGLICA in these cases shall be claimable immediately and in full.

#### 16. Force Majeure

The contracting party, foreseeing force majeure, can only claim such provided he informs TT OKROGLICA immediately, and in any event within two weeks of the situation to which force majeure can be attributed arising, in writing and providing the necessary proof. In the case of force majeure, TT OKROGLICA is unilaterally entitled to rescind the agreement without legal action and without being liable for damages. A claim of force majeure is not accepted in the case of machine failures and production breakdowns at the contracting party.

#### 17. Applicable law

Slovenian law is applicable to all agreements by TT OKROGLICA.

#### 18. Competent law

Any and all disputes arising under or in relation to agreements and further agreements entered into by TT OKROGLICA will be brought before the competent Court in Celje.

#### 19. Authentic text

The Slovenian language version of these conditions shall apply as the sole text. In the event of any differences or differences in interpretation between the Slovenian language version and any translations thereof into other languages, the Slovenian language version shall prevail.

#### 20. Validity

These GPC are valid from the date of issue and are valid until new version comes into effect. Valid GPC are publicly available on our website <http://forigroup.com/>.