1. GENERAL PROVISIONS

1.1. These General Terms and Conditions of Sale set out the basis on which legal transactions are entered into between TIM PAVLIN d.o.o., as the Seller, and the Buyer (the Seller and the Buyer together, the "Parties") in relation to the sale of goods and materials (hereinafter collectively referred to as the "Goods"). These General Terms and Conditions of Sale apply to all types of orders.

1.2. These General Terms and Conditions of Sale shall apply upon the conclusion of each individual contract.

1.3. By placing an order, the Buyer acknowledges that these General Terms and Conditions of Sale shall apply exclusively and be binding. They shall govern the relationship between the Parties on an exclusive and preferential basis and shall supersede any general terms and conditions otherwise adopted by the Buyer. Any deviations from, conflicting with, or supplementary to the Buyer's general terms and conditions shall apply and form part of the contract only if, and to the extent that, the Seller has expressly agreed to their validity. This requirement for express consent shall apply in all circumstances, including where, for example, the Seller accepts the Buyer's order without reservation or is aware of the Buyer's general terms and conditions.

1.4. Unless otherwise agreed, the version of these General Terms and Conditions of Sale in force at the time the contract is concluded or the individual order is placed (as applicable under Clause 2) shall apply in each case, including to comparable future contracts, without the Seller having to refer to these terms again in each individual instance.

1.5. Acceptance or performance of an order shall also constitute acceptance of these General Terms and Conditions of Sale and shall exclude any other instruction or agreement not confirmed in writing by the Seller. If the Seller neither confirms the order in writing nor rejects it in writing within five (5) business days after it is issued, the order shall be deemed rejected.

2. CONCLUSION OF THE CONTRACT

2.1. The Seller's offers are non-binding and shall be understood solely as invitations to submit offers or place orders (while the Buyer's orders are being deemed offers).

2.2. A contract shall be concluded only when the Seller issues written confirmation of the order that corresponds to the Buyer's order. The contract shall be governed exclusively by the contents of the order confirmation and/or these General Terms and Conditions of Sale.

2.3. Oral agreements and/or undertakings shall be valid only if confirmed in writing by the Seller.

2.4. The duly signed order confirmation issued by the Seller shall be returned to the Buyer.

2.5. Goods that are regularly consumed may be covered by a blanket order specifying the Goods, place of delivery, price, purchasing conditions (transport, packaging, etc.) and indicative total quantities for a specified period. The dates and quantities of individual deliveries may subsequently be determined and confirmed through individual orders placed under the blanket order.

2.6. Blanket orders and any individual orders, confirmations thereof, amendments and supplements must be made in writing.

2.7. To the extent practicable and proportionate to the available options, the Buyer may request that the Seller make changes to the design and execution of the Goods covered by a blanket order. The Parties shall agree contractually on the consequences of such changes, particularly any additional or reduced costs and changes to delivery dates.

2.8. If, after the contract has been concluded, the Seller becomes aware of the risk that the Buyer may be unable to pay, the Seller shall be entitled to make outstanding deliveries conditional upon advance payment or other payment security. If the advance payment or other payment security is not provided even after the expiry of a reasonable additional period, the Seller may suspend delivery until such payment or security is provided, or withdraw in whole or in part from any or all of the contracts concerned. In such circumstances, the Seller shall retain the right to exercise any other rights available to it.

3. DELIVERY PERIODS AND DATES

3.1. Any delivery dates and periods stated in the Buyer's order shall be binding only if confirmed by the Seller in writing or in text form, provided that the Buyer has informed the Seller in due time of all relevant information required to carry out the delivery and has made any agreed advance payments in accordance with the agreed terms. The agreed delivery periods shall commence on the date of the order confirmation or acceptance statement, as applicable. If an additional or extended order is placed at a later date, the delivery periods shall be extended accordingly.

3.2. Disruptions to the manufacture and/or transport of the Goods resulting from epidemics, natural disasters or other force majeure events (including war, terrorist attacks, strikes, blockades, occupation of factories or facilities, governmental measures, shortages of energy, materials or raw materials, damage caused by fire or explosion, transport and operational difficulties, and acts of public authorities, whether lawful or unlawful) for which the Seller is not responsible and which

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temporarily prevent or substantially impede the Seller's performance of its delivery obligations shall release the Seller from its obligation to deliver the Goods or services on time for the duration of the disruption. The agreed delivery period shall be extended by the duration of the disruption. The Buyer shall be notified appropriately of the beginning and end of the disruption. The Seller shall not be required to procure substitute Goods from third parties. If the end of the disruption cannot be foreseen or the disruption continues for more than two months, either Party may withdraw from the contract in respect of the portion of the delivery affected by the disruption.

3.3. The Seller's obligations to deliver Goods on time and in proper condition, where the Seller procures the relevant raw materials and components from other own suppliers, shall be dependent on those suppliers delivering to the Seller on time and in proper condition.

3.4. If the Seller is late in delivering, the Buyer may withdraw from the contract only if the Seller is responsible for the delay and an additional reasonable delivery period set by the Buyer has expired without result, unless otherwise provided by law.

3.5. If the Buyer is late in taking delivery of the Goods or breaches any other duty to cooperate, the Seller shall be entitled, without prejudice to its other rights, to store the Goods at the Buyer's risk and expense or, in the event of a breach of an obligation, to withdraw from the contract.

4. MINIMUM ORDER VALUE AND SCOPE, DISPATCH AND TRANSFER OF RISK

4.1. The Seller shall not accept orders with a net value below 350,00 EUR, unless otherwise agreed with the Buyer. If the Buyer fails to comply with this minimum order value but the Seller nevertheless accepts the order as a justified exception and the Goods are delivered, the Buyer shall be charged a proportionate share of the actual transport/shipping costs incurred, subject to a minimum charge of 200,00 EUR net, unless otherwise agreed with the Buyer.

4.2. Unless otherwise specified, the ordered Goods shall be collected from the Seller's premises. The purchase price agreed in the order does not include delivery costs to any destination other than the location specified in the preceding sentence. Any alternative delivery destination must be stated in the order and its confirmation. Other costs are also excluded unless expressly agreed otherwise.

4.3. The risk of accidental loss, destruction or deterioration shall pass to the Buyer when the Goods are handed over to the carrier or, in the case of collection by the Buyer, when they are handed over to the Buyer. If handover or dispatch of the Goods is delayed for reasons attributable to the Buyer, the risk shall pass to the Buyer on the date on which the Buyer is notified that the Goods are available for collection or dispatch.

4.4. Where necessary, the Buyer shall arrange customs clearance for the import of the Goods into the destination country, pay the applicable import duties and complete the relevant import formalities.

5. RETENTION OF TITLE

5.1. The Goods shall remain the property of the Seller until all claims of the Seller arising from its business relationship with the Buyer have been paid in full.

5.2. In the case of a current account, the retention of title shall serve as security for the Seller in respect of the outstanding balance.

5.3. The Buyer may resell Goods subject to retention of title (the "Goods Subject to Retention of Title") only in the ordinary course of business.

5.4. The Buyer shall provide the Seller at any time with all information requested concerning the Goods Subject to Retention of Title and any claims assigned to the Seller in accordance with these General Terms and Conditions of Sale. The Buyer shall notify the Seller immediately upon receiving the relevant documents of any third-party intervention or claims relating to the Goods Subject to Retention of Title. The Buyer shall also inform the relevant third party or parties that the Seller retains title to the Goods concerned. The costs of defending against such interventions and claims shall be borne by the Buyer.

5.5. To the greatest extent possible, the Buyer shall separately identify the Goods Subject to Retention of Title as the Seller's property for the duration of the retention of title and shall handle them with due care.

5.6. If the Buyer fails to fulfil its material obligations to the Seller, including its payment obligations, the Seller may, without prejudice to its other rights, withdraw from the contract in accordance with the applicable statutory provisions. If the Seller withdraws from the contract, it shall be entitled to repossess the Goods Subject to Retention of Title or otherwise enforce its security to satisfy overdue claims. If the Seller requests the return of such Goods, the Buyer shall immediately allow the Seller or its authorized representative access to the Goods and hand them over.

6. PACKAGING

6.1. Unless otherwise agreed, the Seller shall professionally package and prepare the Goods for delivery in accordance with commercial practice, at the Buyer's expense. At the Buyer's request and expense,

the Seller may instead prepare the Goods using other suitable packaging in accordance with the Buyer's instructions. The Buyer shall be liable for damage resulting from inadequate or incorrect packaging where the Buyer has provided specific packaging instructions.

6.2. At the Buyer's request and expense, the Seller may send the Buyer certificates of origin and other documents in the Seller's possession whose submission the Buyer requires.

7. PRICES AND PAYMENT TERMS

7.1. Unless otherwise specified in the order, all prices are fixed and may not be changed unilaterally.
7.2. Prices include all items agreed in the offer and order. Unless otherwise agreed, all prices shall be understood as EXW (Ex Works).
7.3. Prices are stated in euros (EUR) and exclude statutory value added tax (VAT), which shall be charged separately in accordance with the applicable legislation.

8. INVOICING AND PAYMENT

8.1. A separate invoice shall be issued for each individual order or regular delivery programme.
8.2. The Seller may issue electronic invoices or send invoices by email to the Buyer's email address, and the Buyer shall accept and pay such invoices.
8.3. Unless otherwise specified in the order confirmation or contract, or otherwise agreed with the Buyer, each invoice shall be payable without deduction within 30 days of the date on which the Buyer receives it. If payment is not made by the end of this period, the Buyer shall automatically be in default.
8.4. The Buyer's payment shall be deemed made only when the Seller has received the amount due.
8.5. If the Buyer is late in making payment, the Seller shall be entitled to claim interest at the statutory rate, without prejudice to any claim for further damages arising from the delay.

9. QUALITY AND QUANTITY INSPECTION AND ACCEPTANCE, CONFORMITY OF THE GOODS AND LIABILITY FOR MATERIAL DEFECTS

9.1. The Goods supplied by the Seller shall be free from material defects if, at the time the risk passes, they conform to the quality agreed between the Seller and the Buyer. The agreed quality of the Goods shall be determined exclusively by specific written agreements between the Parties concerning the properties, characteristics and performance of the Goods, or by the Seller's standard descriptions or designations of the Goods (the "Quality Agreement"), unless the Quality Agreement expressly refers to non-binding information (e.g. average values). The Seller gives no warranty that the Goods are suitable for any particular purpose intended by the Buyer. The Buyer alone is responsible for determining whether Goods that conform to the Quality Agreement are suitable for the intended purpose and nature of their use.
9.2. Where Goods are manufactured in accordance with quality descriptions, plans, sketches, drawings, 3D models, etc. prepared and issued by the Buyer (the "Quality Specifications"), quality shall be assessed exclusively in accordance with those issued Quality Specifications and any other Quality Agreements entered into by the Parties. Characteristics of the Goods resulting from Quality Specifications issued by the Buyer shall not constitute material defects, and the Buyer shall therefore have no claims against the Seller under any warranty or guarantee in respect of such characteristics. The Buyer shall also be solely responsible for the accuracy and feasibility of all Quality Specifications and any additions thereto that the Buyer has prepared, issued and supplied to the Seller.
9.3. Information contained in catalogues, price lists and other informational material provided by the Seller to the Buyer, as well as information describing the products, shall under no circumstances be construed as a guarantee of a particular quality of the Goods.
9.4. Where possible in the circumstances, inspection and acceptance of the Goods shall take place at the Seller's premises when the Goods are physically collected. If another place of delivery has been agreed, or inspection and acceptance cannot take place at the Seller's premises, the Buyer shall inspect the Goods as soon as reasonably practicable, however in any event no later than two (2) business days after delivery.
9.5. In all cases, the Buyer shall notify the Seller immediately of any apparent defects identified.
9.6. Apparent defects that can be identified during the initial inspection and that have not been duly notified to the Seller in a timely manner shall be deemed accepted by the Buyer. Goods with latent defects shall be deemed accepted if the Seller does not receive written notice of the defect from the Buyer immediately after it becomes apparent. Only latent defects that become known within six (6) months after the Goods have been handed over to the Buyer shall be taken into account.
9.7. In response to any notice of a defect, the Seller shall be entitled to inspect and test the Goods concerned.

9.8. If a notice of defect proves to be unjustified and, when submitting it, the Buyer intentionally or through gross negligence failed to take account of the relevant information, the Buyer shall reimburse the Seller for all related costs and losses (for example, travel and shipping costs).
9.9. The limitation period for the Buyer's rights arising from defects in the Goods shall be twelve (12) months from the time the Buyer duly and timely notified the Seller of the defect. The statutory limitation periods shall instead apply to the Buyer's claims for damages arising from injury to life, limb or health caused by the fault of the Seller or its agents, as well as to other damage caused by gross negligence or willful misconduct.
9.10. In all other respects, and in particular with regard to the Buyer's rights in connection with material defects, the applicable statutory provisions shall apply.

10. LIABILITY AND DAMAGES

10.1. The Seller shall not be liable for breaches of its contractual obligations resulting from slight negligence.
10.2. The Seller shall be liable for willful breaches and gross negligence in accordance with the applicable statutory provisions.
10.3. The Buyer shall provide the Seller with evidence of any alleged damage. Contractual penalties and/or liquidated damages specified in the Buyer's general terms and conditions shall not apply (see Clause 1 of these General Terms and Conditions of Sale).
10.4. The Buyer shall indemnify the Seller against third-party claims for damages where the Buyer resells the Goods and is itself responsible for the (material) defect giving rise to liability.

11. WITHDRAWAL FROM THE CONTRACT

11.1. In the event of any failure to perform an obligation, the Seller may request that the Buyer fulfil its obligations within an appropriate additional period. If the Buyer fails to do so within that additional period, the Seller may terminate the contract. The applicable statutory provisions shall apply in all other respects.
11.2. Written notice of termination of the contract may reserve the Seller's right to claim damages and may also include a specific claim for damages.

12. CONFIDENTIALITY AND PROTECTION OF BUSINESS SECRETS

12.1. The Buyer undertakes to maintain the confidentiality of information provided to it. The Buyer shall take all necessary measures to prevent the dissemination of information obtained during negotiations and throughout the term of each contract.
12.2. The Buyer and the Seller undertake to treat all non-public commercial and technical details of which they become aware during their business relationship as business secrets and to protect them accordingly.
12.3. Drawings, models, templates, samples and similar items may not be disclosed to unauthorized third parties or otherwise made accessible to them. Reproduction of such items shall be permitted only to the extent required for business purposes and in accordance with the laws governing copyright and industrial property rights.
12.4. In the event of each individual breach of an obligation by the Buyer, the Seller shall be entitled to a contractual penalty of 25.000,00 EUR per breach. Contractual penalties shall be cumulative in the event of multiple breaches and shall not be subject to any overall maximum limit. The Seller shall also be entitled to damages to the extent that the damage incurred exceeds the amount of the contractual penalty.

13. FINAL PROVISIONS

13.1. The Seller and the Buyer may terminate any outstanding blanket orders (i.e. framework contracts referred to in Clause 2.5 of these General Terms and Conditions of Sale), subject to a notice period of twelve (12) months. The notice period shall commence upon receipt by one Party of the other Party's written notice of termination, unless otherwise agreed in writing.
13.2. The Seller reserves the right to amend or supplement these General Terms and Conditions of Sale from time to time, without prior notice, in accordance with its business policy and applicable law. Any amendment to these General Terms and Conditions of Sale shall take effect on the date it is published on the Seller's website. The version of the General Terms and Conditions of Sale published and in force when an individual order is placed shall apply to that order. The Buyer is advised to check the current version of these terms before each purchase.
13.3. Legally relevant declarations and notices by the Seller or the Buyer (e.g. setting a deadline, notifying defects, termination, etc.) must be made in writing; email or fax shall also be sufficient.

13.4. These General Terms and Conditions of Sale are published and permanently available in electronic form on the Seller's website.
13.5. The Seller and the Buyer shall endeavor to resolve any disputes amicably through consultation. If no agreement is reached, the Parties agree that the courts in Ljubljana shall have jurisdiction to resolve the dispute, irrespective of its nature, cause or place, and irrespective of any particular delivery terms.
13.6. All transactions shall be governed by the law of the Republic of Slovenia, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG), unless otherwise agreed in writing.

For and on behalf of the issuer of these General Terms and Conditions of Sale:

Director of TIM PAVLIN d.o.o.
Tomaž Pavlin

