

General Purchase Terms and Conditions (GPTC) COMITA razvoj, projektiranje, proizvodnja in inženiring d.o.o.

(Issued 01.01.2024)

1. DEFINITIONS

In these *General purchase terms and conditions*, the following terms have the following meanings:

- The **"Buyer"** shall mean COMITA razvoj, projektiranje, proizvodnja in inženiring d.o.o. including all its subsidiary companies, branch offices and representative offices;
- The **"Supplier"** shall mean a legal or natural person who receives the order or concludes a supply contract with the buyer and on that basis provides goods and/or services;
- The **"Party"** shall mean the Buyer or the Supplier;
- The **"GPTC"** shall mean the terms and conditions of purchase set out in this document;
- The **"Purchase Order"** or **"PO"** shall mean a purchase order of Goods and/or Services, submitted by the Buyer and received by the Supplier;
- The **"Technical Documentation"** shall mean any technical specification with which the Goods or Services must comply;
- The **"Supply Contract"** shall mean any Purchase Order accepted by the Supplier or any contract or agreement concluded for the supply of Goods or the provision of Services;
- The **"Goods"** shall mean products, parts, components, systems, materials, tools and connected Services that are indicated in the Purchase Order and are required to be delivered by supplier;
- The **"Services"** shall mean services of any kind to be performed by the Supplier under the Purchase Order;
- The **"Delivery Date"** shall mean the exact date (or time as well) of delivery of the Goods or of performance of the Services according to the PO.

2. GENERAL

- 2.1 These GPTC establish the rights, obligations, responsibilities, and remedies of the Parties and apply to any PO issued by the Buyer for the purchase of Goods or Services from the Supplier.
- 2.2 These GPTC shall become, by way of reference, an integral part of all Purchase Orders and concluded contracts for purchase of Goods or Services by the Buyer. Any deviating agreements and business terms of the Buyer will only be deemed as binding for the Buyer, if the Buyer acknowledges the same in writing. The Supplier agrees to be bound by the GPTC and that the GPTC apply exclusively and in full unless the parties agree otherwise.
- 2.3 These GPTC shall prevail over the general and specific sales terms and conditions of the Supplier.

- 2.4 In the event of any conflict between a provision in these GPTC and a provision of the PO, the provision of the PO shall prevail.
- 2.5 From time to time, the GPTC can be subject to change. In such a case, the Buyer is obliged to notify the Supplier thereof without delay and to provide to the Supplier the new version of the GPTC. Any deviations from or additions to these GPTC require Supplier's written consent.
- 2.6 The GPTC are by way of reference, an integral part of all Purchase Orders and concluded contracts for purchase of Goods or Services by the Buyer. They are also published on the Buyer's website.

3. PURCHASE ORDERS

- 3.1 Purchase Orders and subsequent amendments and supplements thereof must be made in writing.
- 3.2 The PO will indicate the description of the Goods or Services, the Technical Specificities, quantity, price, schedule, conditions of delivery and payment terms.
- 3.3 The documents attached to the PO shall form an integral part of the PO.
- 3.4 Upon receipt of the PO, the Supplier shall immediately inform the Buyer of any obvious errors (e.g., typing or calculation errors) or omissions within the PO or accompanying documents, for purposes of correction or amendment of the PO. If the Supplier fails to inform the Buyer according to this clause, the Buyer shall not be deemed to be bound by the PO containing such errors or omissions.
- 3.5 If the Supplier receives the PO and does not expressly reject it or request changes to the PO within 3 working days, the PO will be deemed automatically confirmed and in force from the date of its receipt by the Supplier, without the need for any additional communication from the Buyer.
- 3.6 Upon acceptance of the PO (either express or implied according to Clause 3.5), the Supplier shall be deemed to have accepted the application of these GPTC to the contractual relationship between Buyer and Supplier.
- 3.7 If the Supplier proposes any c to the received PO, the Buyer shall review the proposal and, if acceptable, deliver a revised PO to the Supplier.
- 3.8 Without prior written consent of the Buyer, the Supplier is not permitted to subcontract any part of the delivery of Goods or performance of Services to third parties nor to assign the rights and obligations resulting from the PO in whole or in part to third parties.

4. DELIVERY OF GOODS/PERFORMANCE OF SERVICES

- 4.1 The supplier must deliver Goods and perform Services in accordance with the Purchase Order. Unless expressly stipulated in the PO, partial deliveries are not permitted without the Buyer's prior written consent.
- 4.2 Goods shall be deemed to be delivered on time if they arrive at the agreed place on the Delivery Date. Services

shall be deemed to be completed on time if they are completed in full according to the PO and able to be handed over to the Buyer on the Delivery Date.

- 4.3 Delivery Dates shall be firm and binding and shall apply to the entire delivery. Immediately upon becoming aware of a possible delay, the Supplier must notify the Buyer in writing, specifying the reason for the delay, the estimated period of delay and the actions that the Supplier considers appropriate to avoid, recover and/or limit the delay. In case of delay, the Supplier must obtain written instructions from the Buyer regarding the next steps in the procedure and any change of terms of the PO. Accepting any modified terms that are a consequence of a delay by the Buyer does not relieve the Supplier of any liability for the delay.
- 4.4 Any late delivery of Goods or performance of Services will constitute a serious breach by the Supplier of its contractual obligations. The Buyer will therefore have the right to refuse the delivery of the Goods or Services outside the Delivery Date and to terminate the PO. If the buyer, despite the late delivery, accepts the delivery, it reserves the right to claim any damages arising from the delayed fulfilment by the supplier.
- 4.5 Unless otherwise stated in the PO or explicitly agreed in writing between the Buyer and the Supplier, all Goods shall be delivered Delivery Duty Paid (Incoterms® 2020) to the destination specified by the Buyer. Ownership of the Goods shall be transferred to the Buyer at the moment of taking delivery of the Goods by the Buyer or third party specified by the Buyer in writing. In case of Services, risk is transferred at the moment of acceptance of the Services by the buyer.
- 4.6 Order numbers and other agreed markings, a detailed description of the contents of the consignment and the quantity shall be provided in full on dispatch notes and other delivery documents, invoices, or other correspondence. The Supplier is also obliged to provide in writing any information related to export control, customs, or internal trade regulations, such as CE certificates, Certificates of origin, Certificates of conformity, EX-prof etc.
- 4.7 Goods and Services shall be accompanied by all available information required for their intended use by the Buyer, such as warranty certificates and documents, data sheets, user manuals, certificates etc.
- 4.8 If the Supplier exceeds any Delivery Dates or if the delivery/performance fails to conform to the PO, the Buyer has a right to accept the delivery/performance and apply a contractual penalty of 1% of the price of the delivery/performance for each calendar day of the delay but not exceeding 15% of the total delivery/performance price. The right of the Buyer to recover any further damages shall remain unaffected.
- 4.9 Supplier shall make no deliveries before the agreed Delivery Date without the Buyer's prior written consent. Without such prior consent, the Buyer shall reserve the right to return the Goods at the Supplier's expense and risk. If the Goods are not returned, they may be stored at a location chosen by the Buyer at the Supplier's expense and risk until the Delivery Date.

- 4.10 If the Buyer, regardless of the reason, requests from Supplier to postpone delivery, Supplier shall store, secure and ensure the Goods are properly packed and clearly marked as intended for the Buyer.

5. FORCE MAJEURE

- 5.1 Neither Party shall be liable for breach of any of its obligations under the PO to the extent that the performance thereof is delayed, prevented, or made impossible as a result of Force Majeure case. Force Majeure shall be deemed to be a natural disaster (e.g., earthquakes, floods, fires) and other extreme natural phenomena as well as armed conflicts, terrorism, authorities' measures, and other unpredictable and unforeseeable events that could have not been prevented and are independent of the will of the Parties and are not the consequence of a breach of one of the Parties.
- 5.2 Labour strikes and strikes in public transportation, interruption of transport, lack or inaccessibility of raw materials shall not be considered as events of Force Majeure.
- 5.3 Upon the occurrence of a case of Force Majeure, the affected Party shall immediately or no later than three days after it first becomes aware or should have become aware of such circumstance, notify the other Party in writing, providing all relevant information thereto, including specification of the obligations the performance of which is or will be prevented and the steps the affected Party intends to take to overcome or mitigate such circumstance. At the request of the other Party, the affected Party shall promptly furnish proof of the facts to which it refers in the Force Majeure notification. A Party shall give notice to the other Party promptly when it ceases to be affected by the Force Majeure.
- 5.4 The failure to provide the notice according to clause 5.3 shall prevent the affected Party from relief under this section 5.
- 5.5 If any case of Force Majeure continues for more than 90 days, either Party may terminate the PO with 15 days' notice.

6. PRICES, PAYMENT TERMS AND TAXES

- 6.1 Unless otherwise agreed in writing, the agreed price is fixed in Euros (EUR) and includes all costs of Goods and Services and excludes VAT or similar tax.
- 6.2 The Supplier must provide the Buyer an invoice for the Goods and/or Services no later than eight (8) days after the Goods are delivered or after the Services have been completed. The invoice must be consistent with the respective PO. If it is not, the Buyer has the right to reject the invoice and consequently the payment deadline does not start. Each invoice must contain the elements prescribed by the applicable legislation.
- 6.3 The invoice must contain all the information of the buyer and the supplier: address; VAT ID; bank account number; order number; date of dispatch of goods; name of goods; quantity; price; currency of payment.

6.4 Unless otherwise agreed, the payment deadline is 30 days of the invoice date. Payment is considered to be made when the Buyer's bank executes the payment order, regardless of whether the funds have arrived on the Supplier's account.

7. QUALITY

7.1 The Supplier warrants that the delivered Goods and Services:

- comply with the Technical Documentation and tender documents to manage the related documentation as indicated in the same and/or in the PO;
- are of good quality and free from defects or deformities and, in case of Services carried out, that they are performed by qualified and skilled personnel;
- are fit for purpose as expressed in or implied by the PO;
- are suitable and sufficient for all purposes, for which such Goods or Services are generally used;
- comply with relevant legal and governmental requirements and with safety and quality standards applicable within the industry;
- comply with health and safety requirements for employees and prevention of accidents. The Goods must be equipped with the necessary protective devices designed to prevent accident and occupational diseases.

7.2 The Supplier undertakes to grant the Buyer access to its production and storage facilities, and commercial premises where a Product is produced and (or) stored. The same applies to the Supplier's supplier. Such assessment may be carried out based on ISO9001:2015 with prior notice in the form of a systemic assessment, process assessment, product assessment, and extraordinary assessments in cases of critical non-compliance.

7.3 The Buyer has right to receive full documentation from Supplier related to technical characteristics of Product, such as installation manual, maintenance manual, instructions related to health and safety usage of product and other.

7.4 The Buyer has committed itself to actively protect the environment and assure criteria of permanent sustainability are constantly met in all its activities. To this end, the development and production processes as well as the Products supplied by the Supplier shall be in accordance with the legislation and (or) applicable standard (e.g., CE, IEC, RoHS, ELV, WEEE, REACH, EPD), which the Supplier, if requested by the Buyer, shall prove with the appropriate documents.

7.5 The Supplier shall ensure the quality of its products and services in accordance with quality requirements by implementing an efficient quality management system (e.g., ISO 9001, ISO14001, ISO45001 or similar) and provide such certificates on the Buyers request. To obtain such information the Buyer may invite Supplier to provide necessary input in dedicated forms.

7.6 The Supplier shall document all documentation, acting in accordance with its internal management system processes and procedures, as well as all planned and

introduced corrective measures. If so, requested by the Buyer, this entire documentation shall be available at any time.

7.7 The supplier shall ensure that all its subcontractors are bound by the provisions of this Chapter and guarantees for its subcontractors.

8. WARRANTY

8.1 The Buyer shall inspect the Goods at the time of their acceptance, but no later than within eight (8) working days after receipt of the Goods. In case of any visible defect or deficiency in connection with the Goods, the buyer shall notify the Supplier in writing without delay.

8.2 The Buyer shall notify the supplier in writing within 8 days of any discovered hidden defect or deficiency, which was not discovered by ordinary inspection upon receipt.

8.3 Unless a longer period is prescribed or agreed upon, the Supplier gives a twelve (12) month warranty for all Goods and Services.

8.4 If delivered Goods are found to be non-compliant with the provisions under section 7 (Quality) of these GPTC or the Purchase Order, the Supplier shall, immediately after receiving a complaint, at its own expense, including any associated costs, replace, repair or re-execute the delivery at Buyer's discretion when first requested to do so, but no later than within two (2) weeks, without prejudice to Buyer's other legal remedies.

8.5 If the Supplier continues to default on its warranty obligations, if he is inactive, unresponsive or in urgent cases, the Buyer has the right to proceed to replace, repair or re-execute the PO at the Supplier's expense, with or without help from third parties. If appropriate, the Buyer shall notify the Supplier of the exercise of this right in advance.

9. LIABILITY AND INSURANCE

9.1 The Goods and Services must comply with all applicable safety regulations in the place of destination, for which the Supplier guarantees and bears full responsibility.

9.2 The Supplier is obliged to inform the Buyer of any changes to the built-in materials and to provide the Buyer with all the documentation necessary to demonstrate compliance of the Goods with the applicable regulations.

9.3 The Supplier is obliged to inform the Buyer of the possibility of generation or presence of any hazardous waste during or after using the Goods, and also specifying the method and possible options for safe disposal.

9.4 Any costs incurred by the Buyer arising from the product liability of the Supplier for the Goods or Services shall be reimbursed in full by the Supplier.

9.5 The Supplier shall take out adequate insurance policies to cover its liability. At Buyer's request, the Supplier shall provide adequate proof of the fulfilment of this requirement.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Supplier warrants that goods supplied to the Buyer do not infringe any intellectual or industrial property rights of third parties and agrees to hold Buyer and its customers harmless in respect of any claim arising from such infringement, releasing them from any liability and defending any conflict at its expense.
- 10.2 If a third party brings claims against the Buyer, the Supplier is obliged to exempt the buyer from these claims following the first written request from the Buyer. The Buyer is not entitled to conclude any agreements with the third party – particularly to agree a settlement – without the permission of the Supplier.

11. CONFIDENTIAL INFORMATION

- 11.1 Each Party shall keep strictly confidential all the other Party's confidential and sensitive information of which it becomes aware of in the course of the execution of a Purchase Order. Each Party shall take adequate measures to ensure that their personnel and other engaged personnel shall equally comply with this confidentiality commitment.
- 11.2 No Party shall use any other party's confidential information for any purpose other than to perform its obligations under the PO.
- 11.3 Where personal data is shared by either Party, the receiving Party shall comply with applicable data protection laws.

12. GOVERNING LAW, JURISDICTION, LANGUAGE

- 12.1 Unless expressly agreed otherwise, these GPTC, offers and orders, conclusion of the supply contract, its validity, execution, termination, and interpretation, as well as all rights and claims in connection with the contract, are governed by and construed in accordance with the laws of the Republic of Slovenia. Application of the United Nations Convention on Contracts for the International Sale of Goods of 1980, is expressly excluded.
- 12.2 The Parties shall endeavour to settle all disputes in an amicable manner. The competent court in Kranj, Slovenia shall have sole jurisdiction over disputes between the Buyer and the Supplier.

13. SEVERABILITY

- 13.1 If any provision of these GPTC (partly or in whole) is held to be invalid or unenforceable, such determination shall not invalidate any other provision of the GPTC.

Janko Lončar
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