

GENERAL TERMS AND CONDITIONS OF THE COMPANY ROTIS D.O.O.

1. GENERAL

1.1. These General Terms and Conditions of Rotis d.o.o. (hereinafter: General Terms and Conditions) shall be used in all contractual relationships of Rotis d.o.o., which acts as the seller of goods or services in the legal transaction (hereinafter: the Seller) with other legal persons or entrepreneurs (hereinafter: the Buyers), and regulate the legal relationships between the Seller and the Buyer (hereinafter: legal transaction), applying to all sales of goods, materials, products or services of ROTIS d.o.o. (hereinafter: goods or services).

1.2. It shall be deemed that the Buyer having issued an order or otherwise accepted the offer of the Seller, or having signed the contract, has accepted and recognized these General Terms and Conditions of ROTIS d.o.o., valid on the date of the conclusion of the legal transaction, and has acquainted and agreed with them in full.

1.3. These General Terms and Conditions are an integral part of all legal transactions between the Seller and the Buyer, unless the Seller and the Buyer previously agreed otherwise in writing in each case. If the parties have expressly agreed otherwise, these General Terms and Conditions shall apply to all matters the parties have not expressly agreed otherwise in writing. The Seller also reserves the right to determine special sales terms in the offer or for individual transactions, which deviate from these General Terms and Conditions and have priority of usage or interpretation against them.

1.4. The possible general or purchase conditions of the Buyer are non-binding for the Seller and shall apply or be used only if the Seller expressly agrees with them in writing. A mere acceptance or direct fulfilment of Buyer's order does not mean the acceptance of the general conditions of the Buyer.

1.5. All agreements concerning the conclusion and implementation of the legal transaction are only valid in writing, whereby a fax or certified electronic message (e-mail) shall also be deemed to be a written form; mere oral statements of the Seller or the Seller's agents, employees and contractual agents shall not be legally binding for the Seller unless they are expressly confirmed in writing by both parties.

1.6. Agreements deviating from these General Terms and Conditions shall be valid only if approved by a legal representative of ROTIS d.o.o. or if the person on the Seller's side has an appropriate written authorization of the legal representative of ROTIS d.o.o.

2. VALIDITY OF A LEGAL TRANSACTION

2.1. Only the following shall be legally binding for Rotis d.o.o.:

- concluded (harmonized and signed) contracts,
- a confirmed offer of the Seller in writing (acceptance of the offer by the Buyer) without any additional or conflicting changes,
- written confirmation of the order by the Buyer without any additional or conflicting changes.

2.2. Offers of the Seller shall be binding up to the date specified in the offer as long as all the commercial terms of the offer (subject, price, payment terms, delivery time and parity) have been agreed. The Buyer is obliged to indicate the number of the offer on its order if applicable. Rotis d.o.o. shall issue a written confirmation for each order after it has been received.

2.3. If the Buyer accepts the offer from Rotis d.o.o. by sending the order with amended or supplemented conditions from the offer from Rotis d.o.o., it shall be deemed that the Buyer has rejected the original offer from Rotis d.o.o. This order from the Buyer shall be deemed accepted if Rotis d.o.o. confirms it in writing. The order shall not be deemed confirmed until the Buyer and Rotis d.o.o. reconcile the new conditions of the order in writing and until such time Rotis d.o.o. shall not be obliged to implement such an order.

3. SELLER'S OFFER AND BUYER'S ORDERS

3.1. The order shall contain detailed information about the client and all other information for the proper and smooth fulfilment of the order by the Seller.

3.2. The Seller is not obliged to accept the Buyer's order in the event that they may have past due obligations towards the Seller and/or in case of the poor credit rating of the Buyer. In the case of an advance payment or deposit being requested, the legal transaction shall only be concluded when the Seller receives the Buyer's advance payment or deposit on its own account, triggering the agreed delivery times.

3.3. If the Buyer unilaterally cancels an order or contract before being implemented by the Seller, it shall be obliged to reimburse Rotis d.o.o. for all damages arising from such cancellation. In addition, in any case, Rotis d.o.o. reserves the right to charge a lump sum of €500 to the Buyer for the costs of the cancellation.

3.4. All offer documentation prepared or made by the Seller for the Buyer and/or for the Buyer's needs in relation to the legal transaction shall be deemed as a business secret of the Seller; whereby it remains the exclusive property of the Seller, and is protected by copyright and/or by the law of industrial (intellectual) property of the Republic of Slovenia and/or the EU and/or under the applicable international law; without the Seller's prior written consent it shall not be used by the Buyer for purposes outside the scope of the conclusion of the legal transaction with the Seller, nor reproduced or distributed to third parties, and shall be, as long as the order has not been implemented or the contract (legal transaction) with the Seller not concluded, immediately returned to the form it was received in upon a written request of the Seller, including (but not limited to) all the documents, leaflets, computer programs, notes, prototypes, models, devices, and copies thereof, both in electronic and paper form, received from the Seller.

4. DELIVERY (DELIVERY TIMES AND MEANS) AND TRANSFER OF RISK

4.1. The delivery time shall commence under the terms of the concluded contract or accepted offer or confirmed order by ROTIS d.o.o.

4.2. In the case of an advance payment or deposit being requested, the delivery times shall only commence when the Seller receives the Buyer's advance payment or deposit on its own account.

4.3. An agreed delivery time is not considered an essential component of the contract unless expressly agreed in writing.

4.4. If not expressly agreed otherwise, the Seller shall be deemed to sell and deliver goods in accordance with Incoterms 2010 of the International Chamber of Commerce (ICC), exclusively in accordance with the clause "Ex Works" Kočevje warehouse. In the case of agreement on other transport clauses, the Seller shall be entitled to establish different commercial terms for the legal transaction.

4.5. The date of delivery shall include the day when the Seller informs the Buyer in writing that the goods in the warehouse of ROTIS d.o.o. in Kočevje are ready for collection or are made available, or when the service has been performed.

4.6. If the Buyer requests a change in the delivery time or other conditions (which require a special written consent of Rotis d.o.o., otherwise the changed delivery time or other condition shall not be valid), ROTIS d.o.o. shall be entitled to amend other commercial terms of delivery for the goods.

4.7. In the event that there is a delay in the delivery for reasons on which the Seller is unable to influence (e.g. force majeure, storm, traffic jams, refusal or delay in the issuance of official licences, measures of state authorities, strike at the Seller's company or delay by the Seller's supplier or other unpredictable actions) and the reasons for the delay are properly documented, the delivery period shall be extended for the time of the hindering circumstances or events. If the originally agreed terms or deadlines are exceeded by more than 6 months, the Buyer shall agree with the Seller on a suitable solution for the situation.

4.8. In the event of a potentially exceeded delivery time, the Seller shall immediately inform the Buyer.

4.9. In the event that there is a delay of delivery for reasons attributable to the Seller, the delivery period shall be extended for up to 14 days, and the Seller is not obliged to reimburse the Buyer for any damage caused by such delay.

4.10. The Buyer may withdraw from the contract only if it gives the Seller a reasonable period to comply with its obligations, which may not be less than 14 days, and the Seller has not fulfilled its obligations even in a subsequent period.

4.11. The transfer of risk of destruction or damage to the goods shall be assessed based on the agreed clause of the International Chamber of Commerce (Incoterms 2010) valid at each time.

5. COLLECTION OF GOODS

5.1. Goods ready for collection must be collected by the Buyer within 5 days after receiving the notice from Rotis d.o.o. Otherwise ROTIS d.o.o. may send the delivery to the address of the Buyer at the risk and cost of the Buyer, or store it at the risk and cost of the Buyer. In such case, Rotis d.o.o. shall issue the Buyer an invoice. In the event that the Buyer does not collect the goods even after a further 30 days period, ROTIS d.o.o. may sell it to a third party (discounted sales), and charge the Buyer any difference in the price and all the costs incurred.

5.2. When the delivery date of the goods is extended on the Buyer's request or there is a delay in the receipt of the goods, the Seller may charge additional costs to the Buyer, such as warehousing or other costs or any damage caused. Costs for additional warehousing in the case of storage at the site or at the Seller's location shall be charged to the Buyer in the amount of 5% of the value of the goods. The Seller shall be entitled to compensation for all the damage if it exceeds 5% of the value of the goods.

6. PAYMENT CONDITIONS

6.1. The Buyer is obliged to settle the invoice for the goods within the agreed payment period. In the event of a payment delay the Buyer shall be obliged to pay the legally prescribed default interest.

6.2. If the Buyer is in arrears with any payments owing on any basis, ROTIS d.o.o. reserves the right to change the payment deadline for the current order of goods, or may stop all of its future activities in connection with the legal transaction up to the moment of the total repayment on any basis. Also, the Seller may at any time request advance payments under any order of an individual buyer and accordingly amend delivery times for the duration of the delay, or in case of successive deliveries it may withdraw from the rest of the contract or order as well as all other orders/contracts of individual buyer and demand total reimbursement for the damage.

6.3. The Buyer is obliged to pay the uncontested portion of the invoice within the agreed payment deadline in the event of a complaint in accordance with the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/2007).

6.4. The Buyer is not entitled to delay payment or invoke a counter-demand unless approved by ROTIS d.o.o. or legally established.

6.5. If the Buyer is in arrears with the payment or if the Seller is informed about its reduced financial solvency or poor financial condition, or may not ensure a sufficient security or payment guarantee, all existing liabilities to Rotis d.o.o. shall fall due, or ROTIS d.o.o. may require full prepayment for all existing orders or contracts, and may even withdraw from the contract in the event the Buyer fails to fulfil its obligations.

7. OBJECTION TO RISK

7.1. If after the conclusion of the contract the financial circumstances of the Buyer become so much worse that it is uncertain whether it will be able to fulfil its obligation or it is uncertain from other serious reasons or the buyer has already been in arrears with payment, Rotis d.o.o. may defer the fulfilment of its obligation to deliver until the Buyer fulfils its obligations, or until it gives an adequate guarantee that it will be fulfilled.

7.2. This is also true if the financial circumstances of the Buyer have been difficult even before the conclusion of the contract, and Rotis d.o.o. did not know about it and was not able to know.

7.3. In those cases, Rotis d.o.o. may require from the Buyer sufficient security for the fulfilment of its obligations within 8 days. In the event that the Buyer does not provide sufficient security within the given period, Rotis d.o.o. has the right to withdraw from the contract and charge the Buyer all the costs incurred by that time.

8. RETENTION OF TITLE

8.1. All the goods supplied to the Buyer shall remain owned by the Seller until the

final payment, and Rotis d.o.o. reserves the ownership right for the goods that are the subject of the sale up to full payment of the value of such goods or payment of all contractual instalments, including the payment of any costs of reminders and default interest. In the event of a delayed payment, the Buyer is obliged to return the unpaid delivered goods at the request of the Seller.

8.2. If the subject of sale comprises installed goods or components of other objects, ROTIS d.o.o. shall acquire an ownership share in the newly created object, commensurate with the value of the goods to be sold. The Buyer is obliged to participate in all measures to protect the (co-)ownership of ROTIS d.o.o. or the (co-)ownership right of the goods of Rotis d.o.o. until the fulfilment of all its obligations, and shall not transfer them to third parties without the express consent of the Seller.

9. WARRANTY FOR ERRORS

9.1. The Seller shall warrant for the delivered goods or services without any damage and according to the specification as agreed in the contract or specified in the offer and/or order confirmation or warranty certificate that can be issued by the Seller. Rotis d.o.o. shall restrict its warranty under the contract (if not explicitly otherwise agreed in writing) to 6 months after the executed delivery or collection by the Buyer.

9.2. The Buyer shall examine and determine the actual state at the latest upon delivery or collection. Evident damage or contractual non-compliance shall be immediately recorded, described, photographed or otherwise documented by the Buyer, as a rule at the collection, loading or unloading, and immediately communicated in writing to the Seller (complaint). The Buyer shall also, in the same way, immediately after any defects being reasonably established, or after the discovery of quantitative, qualitative or hidden defects, make a claim towards the Seller, along with an indemnification claim, otherwise it may lose the rights belonging to it under the warranty of the Seller.

9.3. The Buyer must at the request of Rotis d.o.o. in connection with determining the eligibility of the claim, immediately return the claimed goods or individual pieces thereof. Failing this, the Buyer shall forfeit the right to claim. Rotis d.o.o. shall pay for the costs for return if the claim is justified, otherwise such costs shall be borne by the Buyer.

9.4. All claims in connection with the warranty must be given in writing as a claim protocol, depicting the type and description of the defect, damage, the time such damage arose and the data required for identifying the defect and the product. An expert from Rotis d.o.o. shall be permitted to verify the accuracy of the specified data and the circumstances of the defect at the location of the defect or the location of the goods.

9.5. The Buyer is not allowed to repair or change the goods under complaint or interfere with the goods in any other manner without prior consent of the seller and must not make use of the claimed goods (use or sell them) until the claim has been resolved, otherwise it shall lose all rights to the claim.

9.6. If ROTIS d.o.o. establishes the claim to be justified, it must submit a proposal for the settlement of the claim by correctly repairing the goods, or reducing the price or making a replacement delivery, depending on the type and extent of the defect. If the goods are defective and must be replaced, the additional time required to deliver the replacement goods shall not be deemed as a delay in delivery with regard to the original delivery deadline.

9.7. Rotis d.o.o. shall not assume any liability for the goods if the defect and/or damage arose due to their unprofessional use, unauthorized, inadmissible or unprofessional interventions to the goods, unauthorized or unprofessional assembly, unprofessional start-up, unprofessional unloading, incorrectly submitted technical parameters by the Buyer for the preparation of the offer, or unprofessional, deficient or careless handling of the goods by the Buyer or third persons. ROTIS d.o.o. also does not assume any warranty in the event that due to the unprofessional or unauthorized handling of the goods by the Buyer the damage or defect was caused to the goods or third items.

9.8. For the supplied goods not manufactured or otherwise processed by ROTIS d.o.o., and forming an integral and/or embedded part of the goods or services of the Seller, ROTIS d.o.o. shall provide the same warranty, guarantee and/or licence conditions as provided by the manufacturer of the supplied goods if such conditions provided by the manufacturer (supplier) exist.

10. WITHDRAWAL

10.1. Rotis d.o.o. is entitled to withdraw from the contract or given order:

- if due to force majeure, strike or other unforeseen or changed circumstances

outside of its control, it is unable to fulfil its contractual obligations:

- if the Buyer has exceeded the payment deadline by more than 8 days;
- if the Buyer submitted untruthful data regarding its obligations to Rotis d.o.o. which could endanger the Buyer's fulfilment capability;
- due to other actions by the Buyer that could endanger the economic position of Rotis d.o.o.;
- if the Buyer violates the contractual terms of the concluded transaction, or conditions are given for the withdrawal of any commitments made in accordance with the general rules of law.

11. LIMITATION OF LIABILITY

11.1. Rotis d.o.o. shall bear no liability for damage caused by minor negligence, or for direct, indirect or unforeseeable damage, loss of profit or income due to a shortfall of goods, potential market losses or other similar reasons.

11.2. In the event of exceeding the delivery time, the Seller does not recognize any compensation for any damage caused by the delay in delivery and/or contractual penalties, and does not accept any responsibility for any subsequent consequences of the delay or non-delivery of goods.

11.3. In the case of a justified claim, Rotis d.o.o. shall bear the cost of repair or replacement and the cost of packaging and transport. Rotis d.o.o. shall not be liable for any other costs that would be incurred to the Buyer.

11.4. The Buyer must prove damage liability and entitlement to damages.

11.5. The liability for damages of ROTIS d.o.o. is only limited to the value of the goods or services.

12. CONFIDENTIAL INFORMATION

12.1. The entire legal transaction, including all the documentation relating thereto, and including the offer documentation, is considered a trade secret, and the contracting parties are obliged to respect and adequately protect it and prevent access or disclosure thereof to third parties.

12.2. Confidential information is information and data (written or oral) and includes, but is not limited to, financial information, business plans and strategies, business operations and systems, trade secrets and information relating to its sales agents, employees, the buyers and sellers or technology of the Seller, such as systems, discoveries, innovations, improvements, research, development, know-how, models,

specifications of the product, software, codes, schemes, drafts, prototypes, devices, hardware, technical documentation and manufacturing processes to which the contracting parties shall be entitled or get to know them in respect of the legal transaction between the Seller and the Buyer, except in cases where they become generally known.

12.3. The Seller may provide information on the Buyer to third parties as reference data for the needs of their promotion and to the extent required by the applicable legislation, and the Seller is especially entitled to use the Buyer information and provide them to supervisory authorities, insurance companies, banks and other financial institutions.

12.4. The Buyer shall not disclose, distribute or publish confidential and other information received during the negotiations with the Seller on the conclusion of the contract or afterwards upon the realization of business cooperation to any natural or legal person without the Seller's written consent, except to its employees who are committed to practice in accordance with these provisions, and the Buyer may not use confidential information for any purpose outside the framework of the legal transaction.

12.5. The Buyer agrees that in preventing any unauthorized disclosure of confidential information it shall act with reasonable care, and in any case, no lesser care as when protecting its most confidential information.

13. VALIDITY OF THE GENERAL TERMS AND CONDITIONS

13.1. The General Terms and Conditions of Rotis d.o.o., published and publicly available on the website of Rotis d.o.o. (www.rotis-lj.si) shall enter into force on 01.07.2017 and remain in force until their revocation or any changes are made.

13.2. Any invalidity of individual provisions of the General Terms and Conditions or the legal transaction does not affect the validity of the remaining provisions of the General Terms and Conditions or the legal transaction.

14. APPLICABLE LAW

14.1. Any issues not stipulated in these General Terms and Conditions shall be subject to the provisions of the Slovenian Code of Obligations, whereby the United Nations Convention on Contracts for the International Sale of Goods (CISG, 1980) shall be explicitly excluded.

15. SETTLEMENT OF DISPUTES

15.1. All disputes shall be solved at the competent Slovenian court with jurisdiction over the registered office of Rotis d.o.o. (competent court in Ljubljana).