

GENERAL TERMS AND CONDITIONS OF SALE

FUCHS MAZIVA LSL d.o.o.

Version 1.0

1. GENERAL PROVISIONS

These General Terms and Conditions of Sale (hereinafter: the “GTCS”) govern the rights and obligations between FUCHS MAZIVA LSL d.o.o. (hereinafter: the “Supplier”) and the purchaser of goods or services (hereinafter: the “Customer”).

The GTCS apply to the sale of goods and the provision of services to legal entities, sole proprietors and other persons entering into contracts in the course of their business or professional activities.

By accepting an offer, placing an order, signing a contract, taking delivery of goods or confirming acceptance in another demonstrable manner, the Customer confirms that it has been informed of and accepts these GTCS. The GTCS form an integral part of every offer, order confirmation, contract or other commercial agreement, unless the parties expressly agree otherwise in writing.

2. CONTRACT FORMATION AND ORDERING

The Supplier's offers are binding for the period stated in the offer. If no validity period is specified, the offer shall remain valid for a maximum of 30 days from its date of issue.

A contract is concluded when the Customer accepts the Supplier's offer in writing or in another demonstrable manner, when the Supplier confirms the Customer's order in writing, or when the Supplier begins to perform the order.

- An order must contain the Customer's name and address and a contact person;
- the name or code of the goods, quantity and required packaging;
- the agreed price, if previously determined;
- the requested delivery date and place and any other information required for performance.

Telephone orders and amendments must be confirmed in writing. The Customer is responsible for the accuracy and completeness of the information provided. If the Customer fails to provide all required specifications, documentation or approvals, the delivery period shall be extended accordingly.

For contracts covering a specified period or an agreed total quantity, the Customer must provide specifications or call-offs in due time. If the Customer fails to do so within eight days of a request, the Supplier may suspend performance or withdraw from the contract and claim reimbursement of the costs incurred.

Order of precedence of contractual documents

In the event of inconsistency, the following order of precedence applies: the individual written contract, specifically agreed written provisions, the Supplier's offer or order confirmation, and these GTCS. The Customer's general purchasing or other terms shall not apply unless expressly accepted by the Supplier in writing.

3. PRICES

Deliveries shall be invoiced at the prices stated in the Supplier's written offer, order confirmation, contract or valid price list. Unless stated otherwise, prices exclude VAT, other taxes, duties, transport, special packaging and other additional costs.

If, after conclusion of the contract, there is a substantial change in the prices of raw materials, packaging, energy, transport or duties, in exchange rates, or in other cost factors, the parties may agree on an appropriate price adjustment. The Customer must be notified of the adjustment before the relevant delivery.

4. DELIVERY AND ACCEPTANCE OF GOODS

The delivery period begins upon confirmation of the order and receipt of all required information, specifications, approvals and any advance payment. Delivery dates are indicative unless the Supplier expressly confirms a fixed date in writing.

Partial deliveries are permitted if reasonable for the Customer and unless otherwise agreed in writing. The Supplier shall not be liable for delays caused by the Customer, force majeure or other circumstances beyond the Supplier's reasonable control.

If time is not of the essence, the Customer may withdraw due to delay only after expiry of a reasonable additional period granted to the Supplier in writing.

The place of delivery, transport costs and transfer of risk shall be determined in the offer, order confirmation, contract or agreed delivery term. Upon receipt, the Customer must inspect the quantity, type of goods, packaging and visible damage and record any irregularities on the delivery document.

5. FORCE MAJEURE AND EXCEPTIONAL CIRCUMSTANCES

The Supplier shall not be liable for delay or non-performance caused by circumstances beyond its reasonable control, including:

- natural disasters, fires, wars, civil unrest or terrorist events;
- epidemics, pandemics, strikes or disruptions to operations;
- disruptions to transport, supply chains or energy supplies;
- shortages of raw materials or packaging;
- supplier failures that the Supplier could not reasonably prevent;
- sanctions, trade restrictions or measures imposed by authorities;
- major cyber or information-security incidents and comparable events.

Contractual deadlines shall be extended for the duration of such circumstances and their consequences. If they continue for an extended period or materially hinder performance, the Supplier may cancel the unperformed part of the order or withdraw from the contract in whole or in part without liability for damages to the Customer.

6. PAYMENT TERMS

Payments shall be made against invoices within the period specified in the offer, contract or invoice. The Customer must pay the invoice without deduction into the Supplier's account. Deferred payment is permitted only by written agreement, and the Supplier may require appropriate security.

In the event of late payment, the Supplier may charge statutory default interest and recovery costs, suspend deliveries, revoke any payment extension, require advance payment or security, and withdraw from the contract or cancel unperformed orders.

Any objection to an invoice must be substantiated in writing and does not suspend payment of the undisputed amount. Claims may also be settled by set-off, assignment, transfer, multilateral set-off through

AJPES, electronic compensation or otherwise as agreed. The Customer may not set off claims that have not been acknowledged or finally determined.

If there are reasonable doubts about the Customer's solvency, the Supplier may require advance payment or security and suspend further deliveries until it is received.

7. POSTPONEMENT OF DELIVERY

If the Customer requests postponement of a confirmed delivery date and the Supplier approves the change, the Customer must reimburse reasonable, actually incurred and documented costs, including storage, handling, transport, additional packaging, financing, and cancellation or amendment of transport. The Supplier may make approval conditional upon advance payment of these costs.

8. ORDER CANCELLATION AND WITHDRAWAL FROM THE CONTRACT

The Customer may cancel a confirmed order or withdraw from the contract only in writing and with the Supplier's written consent, except where mandatory law provides such a right.

If the Supplier accepts the cancellation, the Customer shall reimburse reasonable, actually incurred and documented costs, including the costs of raw materials, goods, production, labour, storage, logistics, financing and supplier cancellations, as well as the difference between the agreed value and the achievable market value of the goods.

The Supplier may suspend performance or withdraw if the Customer is late with payment, fails to provide security or required information, refuses correctly delivered goods, becomes credit-unworthy, enters insolvency or dissolution proceedings, breaches sanctions rules or materially breaches other obligations.

9. RETENTION OF TITLE

Delivered goods remain the Supplier's property until all related claims have been paid in full. Until payment, the Customer must handle the goods with due care, store and insure them appropriately and may not pledge or otherwise encumber them.

If a third party takes action against the goods, the Customer must immediately notify the Supplier and inform the third party of the Supplier's ownership.

The Customer may resell the goods in the ordinary course of business. If it does so before full payment, the Customer assigns to the Supplier its claim against the subsequent purchaser up to the amount outstanding. In the event of default, the Supplier may demand return of the unpaid goods and reimbursement of reasonable return costs.

10. COMPLAINTS AND LIABILITY FOR DEFECTS

The Customer must inspect the goods upon receipt. Obvious defects, damage and quantity discrepancies must be recorded on the delivery document and reported in writing no later than eight days after receipt. Hidden defects must be reported without undue delay after discovery.

A complaint must include the invoice or delivery note number, product identification, delivered and disputed quantity, batch, description of the defect, date of discovery and available evidence.

The Customer must retain the disputed goods, packaging and samples appropriately and allow inspection. Without the Supplier's written consent, the goods may not be returned, destroyed or processed, except to prevent immediate danger or further damage.

If a complaint is justified, the Supplier may, subject to applicable law, remedy the defect, replace the goods, grant a proportionate price reduction or credit note, or refund the purchase price of the disputed goods.

The Supplier shall not be liable for customary permissible deviations or defects caused by improper transport after transfer of risk, storage, temperature, use, mixing, processing, dosing, failure to follow documentation,

normal wear and tear, or acts of the Customer or third parties. The Customer is responsible for product selection unless the Supplier has expressly confirmed suitability for the specific purpose in writing.

11. LIMITATION OF LIABILITY

The Supplier shall be liable for direct loss resulting from breach of contractual obligations to the extent provided by applicable law and these GTCS.

To the extent permitted by law, the Supplier shall not be liable for loss of profit, production downtime, loss of business, revenue or savings, indirect or consequential loss, third-party claims or other economic losses of the Customer.

The Supplier's total liability arising from an individual delivery or order is limited to the net value of the goods to which the claim directly relates. These limitations do not apply where liability cannot lawfully be excluded or limited. The Customer must take reasonable steps to mitigate loss.

12. SAFETY, PRODUCT USE AND COMPLIANCE

When storing, transporting, selling, distributing and using the products, the Customer must comply with applicable regulations, safety and technical data sheets, instructions, packaging warnings and other information supplied by the Supplier. The Customer must ensure that its employees, contractors, subsequent purchasers and other persons handling the goods are informed accordingly.

13. SANCTIONS AND EXPORT CONTROL

The Customer must comply with all applicable sanctions, export-control and trade-restriction laws of the European Union, the Republic of Slovenia and any other laws binding upon it.

The Customer may not directly or indirectly sell, export, re-export, transfer or make available goods, technology, technical information or related services where this would contravene such laws. Upon request, it must provide information on the end user, intended use and destination.

Where there are reasonable grounds for suspicion, the Supplier may suspend delivery pending clarification. In the event of a breach, the Supplier may stop deliveries, withdraw from the contract, terminate the business relationship and claim compensation for damage, losses and costs.

14. CONFIDENTIALITY

The parties must protect business, technical, commercial and other confidential information and may not disclose it to third parties without written consent.

This obligation does not apply to public information, information lawfully known beforehand, information lawfully received from third parties, or disclosures required by law or an authority's decision. Information may be disclosed as necessary to employees, affiliated companies, advisers, auditors and contractors bound by confidentiality.

The obligation remains in force for five years after termination of the business relationship unless the nature of the information or a specific agreement requires longer protection.

15. PERSONAL DATA PROTECTION

The parties shall process personal data in accordance with applicable law. Contact-person data may be processed for preparing and performing offers, orders, deliveries, invoices, complaints, debt recovery, business communications and legal obligations. The parties shall protect such data with appropriate organisational and technical measures and use it only for lawful business purposes.

16. NOTICES AND COMMUNICATION

Notices concerning orders, deliveries, complaints, cancellations and withdrawal must be in writing. Email sent to the usual business addresses of the contact persons constitutes writing unless law or contract requires another form. The Customer must notify the Supplier without delay of any change to its business or contact details.

17. GOVERNING LAW AND DISPUTE RESOLUTION

Contracts, orders and business relationships shall be governed by the law of the Republic of Slovenia. The parties shall first attempt to resolve disputes amicably. If this is not possible, the court having subject-matter jurisdiction in Krško, Republic of Slovenia, shall have jurisdiction.

18. FINAL PROVISIONS

The invalidity or unenforceability of any provision shall not affect the remaining provisions. To the extent permitted, the affected provision shall be replaced by a valid provision that most closely reflects its legal and economic purpose.

If the Supplier does not exercise a right in an individual case, this does not constitute a waiver of that right. Amendments or deviations are valid only in writing.

The GTCS are published on the Supplier's official website and enter into force on the date stated at the end of this document. Upon their entry into force, all previous GTCS cease to apply. Contracts and orders concluded before that date remain subject to the terms applicable when they were concluded, unless the parties agree otherwise in writing.

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