

## GENERAL DELIVERY CONDITIONS

### 1. General provisions

#### Article 1

This act lays down general delivery conditions, which form the exclusive basis for all types of supplies of goods and services by Lanea Engineering d.o.o. (hereinafter the seller), including in the case of subsequent orders in the case of an existing business relationship with the buyer or the contracting authority. If the buyer who purchases the products from the seller agrees on different or supplementary terms, their validity requires a written indication of the seller's confirmation of the order.

Orders are deemed to be accepted only after payment of the advance by the buyer and confirmation of the order by the seller, or in the confirmation of the order by the seller, unless the currency of the payment is agreed otherwise.

#### Article 2

The seller does not assume the obligation to make changes to the project that the buyer or client requests for technical confirmation of the project / product.

### 2. Acceptance of orders and right of withdrawal

#### Article 3

The seller confirms the acceptance of orders only by written confirmation. If the seller finds that the buyer's or the subscriber's creditworthiness or order does not meet the necessary requirements, the seller may exercise the right of withdrawal or be entitled to claim an advance payment or an acceptable payment insurance for the seller.

#### Article 4

The term of validity of a quote or budget issued by the seller is specified in a written quote or budget. Unless otherwise written or agreed, the default time of validity of the quote or budget shall be 14 days. If the seller does not receive a written order and advance from the buyer or the subscriber during the validity of the offer or the budget, the seller's obligation ceases.

### 3. Prices

#### Article 5

Unless otherwise specified all prices without insurance and other additional costs, EXW parity. Value added tax is not included in the price and is charged separately. If unforeseen additional costs are incurred in respect of the supply, they shall be borne by the buyer or the contracting entity.

#### Article 6

Upon receipt of the advance, prices and payment terms are guaranteed. If the prices of input materials change substantially (more than 3%) within 10 days of receipt of the advance payment, the seller is entitled to charge the difference in the cost of the input materials to the buyer or the subscriber. The seller is also entitled to charge any changes in the design and material costs incurred in this respect in the event of established technical mismatches between the buyer or the buyer and the seller.

#### 4. Payment terms, prohibition of compensation and reservation of property

##### Article 7

Payments are made by the buyer or the subscriber in accordance with the agreed payment terms, whereby the seller has the right to draw out partial invoices.

##### Article 8

All seller's invoices are due within 30 calendar days, unless otherwise specified. In the event of late payment, default interest will be charged 10 % above the applicable base rate. The costs of the debit and court costs are borne by the buyer or the subscriber, for which the seller is entitled to issue an invoice.

##### Article 9

The buyer or the subscriber is not entitled to wither payments for the purpose of claiming warranty or claims or other claims against the seller. Any compensation against the re-entry by the buyer or the subscriber is excluded unless the buyer and the seller agree otherwise. The compensation entitlement by the seller remains in force.

##### Article 10

The bills are accepted exceptionally and only by special written agreement with a view to payment and without obligation to protest. All direct debit payment order costs as well as discount costs are borne by the buyer or subscriber.

##### Article 11

Until the goods supplied are fully paid, this remains the seller's possession. The buyer or subscriber is entitled to sell the goods on to a third party in the course of his normal business and when all obligations are settled. Anticipated or already enforced enforcement measures on the part of the buyer or the contracting authority, if these are subject to the detained property of the seller must be notified immediately in writing in accordance with the ZUP. Until the notification is received, the buyer or the contracting authority must take all preventive measures against the implementation of the enforcement procedure at its expense. The costs of lodging an objection to the enforcement order (exclusion) must be replaced by the buyer or the contracting authority. In the event of the application of a property reservation, the seller is entitled to deprive the buyer or the subscriber of the right to use the goods without the involvement of the court. The seller is also free to use or sell the goods and to cover all costs first, subject to the exercise of further rights to compensation. At the time of conclusion of the contract, the buyer or subscriber withdraws his claims and other resale rights or other use to the seller in the event of default or partial payment. Assignment of claims shall also apply where the subject-matter of the service has previously been linked to other services or goods.

##### Article 12

In the event of the conduct of the buyer or the contracting authority in contravention of the contract, in particular in the event of late payment or insolvency, the seller is entitled at any time to withdraw or prohibit further use at any time of the service or goods when the contract is in force (this applies in particular to further processing or sale). The seller is further entitled to sell the item of service which he has taken away from the buyer or the subscriber. The proceeds, after deduction of manipulation costs of 50 % of the proceeds achieved, shall be calculated with an open ref; Notwithstanding this, in the event of the conduct of the buyer or the subscriber, the seller is entitled to withdraw from the contract in whole or in part in the event of his apparent insolvency (in the case of relevant information from third parties, the submission of an out-of-court settlement request to the party or a request to initiate insolvent proceedings), which he shall communicate in writing. Withdrawal is also possible for a part of the supply or service not yet completed. Notwithstanding the right to compensation from the seller, in the event of a withdrawal, the contract must be charged and paid for in part or wholly rendered services or goods. This also applies to supplies and services which

have not yet been taken over by the buyer or the customer, as well as to pre-preparations already carried out by the seller. The seller also has the right to request a refund of the goods already supplied.

## 5. Risk transition

### Article 13

The risk passes to the buyer or subscriber when the goods are dedicated to the buyer according to EXW parity. If the goods are ready for shipment and the delivery date is set between the seller and the buyer and the buyer does not assume the goods, the risk passes with a message of availability of the goods for delivery to the buyer or the customer.

## 6. Delivery date

### Article 14

The seller is entitled to make partial and early deliveries, in so far as the situation so permits and agrees with the buyer.

### Article 15

The seller always strives for timely delivery. Delivery times given by the seller in the offer are non-binding and only informative. Delivery times shall always be treated only as indicative and shall enter into force only with written confirmation of the contract, but never before the final clarification of all technical delivery details and financial conditions.

### Article 16

Events which, through the fault of the seller, cause an obstacle or delay of delivery, such as a strike, loss of supply of materials, damage to machinery, interruption of traffic routes or emergence of force majeure, justify an appropriate extension of delivery times.

### Article 17

The buyer or the contracting authority is excluded from claiming compensation claims against the seller for delaying delivery in the event of fault for the delay on the part-building site or delay in the supply to the seller. The seller must prove the justification for delay to the buyer by means of a written communication between the seller and the seller's supplier.

### Article 18

In the event that the buyer or contracting entity does not accept the goods prepared in accordance with the contract at the agreed time in accordance with the contract or the contract, the seller is entitled to request the performance of the contract or contract by the buyer or the contracting authority. The seller is entitled to store the goods on account and the risk of the buyer or the subscriber until they are taken over by the buyer or the client. The seller is entitled to offer the buyer or the buyer an extended takeover period up to a maximum of 30 calendar days, and after that period, the seller is entitled to otherwise use the goods or to withdraw from the contract or order and to seek compensation for failure to fulfil the contractual obligations or order.

#### Article 19

In the event of delay of the pick-up by the buyer or the subscriber, from the time of the completed delivery to the time of actual pick-up by the buyer or the subscriber, or until the time of withdrawal, the seller shall charge in accordance with paragraph 20. If, for justified reasons of force majeure (strike, interruption of traffic routes or emergence of force majeure of natural origin), the buyer or contracting entity cannot take over the machine or equipment within the time limit notified in writing by the seller, the acquisition of the equipment shall be extended for a period until the force majeure has passed.

#### Article 20

If the supply date is renewed for the advance wish of the buyer or the customer, the seller stores the goods free of charge for a maximum of 15 calendar days. At the end of this time, the seller charges 1 % of the order amount for each start of the calendar week, but not more than 10% of the order value. The request for renewal of the supply to the buyer or the contracting entity must

the seller should be given in writing at least 14 days before the agreed delivery day, otherwise it will be charged from the originally agreed date of delivery.

### 7. Warranty

#### Article 21

For a period of one (1) year after delivery, the seller guarantees in accordance with the provisions below for the operation of his products, provided that the defect is properly and immediately advertised in writing. For normally, in technical norms, the tolerances to be accepted by the seller do not provide a guarantee. The extension of the warranty period due to possible reasuperation by the seller is excluded.

#### Article 22

The buyer or the customer is obliged to inspect the goods immediately after delivery by the seller and identify any defects. After the acceptance of goods with obvious defects, any guarantee and the right to compensation is excluded. Faults that cannot be identified in the regular test or pick-up of equipment must be reported within three days of their time. The complaint of the defect must be made in writing and communicated to the e-mail address [info@lanea.si](mailto:info@lanea.si). The complaint must indicate which parts of the goods have defects, what individual defects are and in which accompanying circumstances they have occurred. Each individual error must be accurately described and documented by a photo. If the complaint is not made in accordance with the above conditions, all rights to guarantee, compensation and other claims due to deficiencies are excluded.

#### Article 23

The buyer or the contracting authority is not entitled to reduce the price of the goods or withhold payment by applying complaints.

#### Article 24

For devices that are not demonstrably regularly maintained after their first use or have been interrupted for more than one maintenance interval for more than one maintenance interval, we reserve the right to carry out a paid check before the warranty is enforced. The seller reserves the right to be engaged by third parties to perform service works. Service is carried out during the seller's regular working hours.

#### Article 25

In the event of the warranty being guaranteed, the seller of his choice shall replace the defective part or its defective parts with faultless parts or correct or grant the buyer or the corresponding credit amount to a price reduction. The replaced parts belong to the seller. Errors which can be corrected, even if they are essential, are not grounds for withdrawal by the buyer or the contracting authority. The seller is obliged to correct errors within an appropriate time, which is conditional on the availability of defective parts. All costs in excess of the cost of removing the defect under the warranty are borne by the buyer or the customer (additional works unbound to the defect).

#### Article 26

The warranty is excluded if the buyer or the customer, his workers or proxies handle the goods or install them unprofessionally or misrepresent them. The warranty is also excluded if the repairs to the appliance were carried out by an unauthorised person and also in the case of components not prescribed by the seller. The warranty is also excluded in the case of natural wear and tear of machinery components and damage caused by force majeure

(natural disasters, water damage, earthquake, etc.). Arbitrarily made changes to the machine or by the machine or by the customer, his employees or by his authorised third parties result in the loss of rights to compensation and the fulfilment of the guarantee obligations.

#### Article 27

For intentional or grossly negligent damage caused in the performance of the agreed service, the seller guarantees only up to the amount of the invoice of the order in question. Further damages rights arising from breach of contract, additional contractual obligations, breach of obligations in contractual negotiations and an inadmissible act and extended right to fulfil the guarantee obligations are excluded unless provided for in an extended maintenance contract.

### **8. Cancellation of the order**

#### Article 28

In the event of cancellation of the order by the buyer or the contracting authority, the seller reserves the right to charge a penalty of 15% of the value of the sales contract or order. In the event that the costs incurred by the materials already performed exceed 15% of the contract value of the contract, the buyer or the contracting authority is also obliged to pay additionally all costs incurred for the works already performed and the materials ordered.

#### Article 29

The buyer or the subscriber has the right to cancel the sales contract or order in the event that the seller materially violates the contractual obligations. Delays according to the schedule of execution caused by unforeseeable supply side effects of embedded materials or other purchased parts are expressly excluded from material breaches of contractual obligations.

### **9. Intellectual property**

#### Article 30

Plans, drawings and other technical documents, as well as samples, photographs, electronic information and similar documents, remain the seller's intellectual property and are protected by legal regulations on reproduction, forgery and use for competitive purposes. The buyer uses the seller's solutions exclusively for a pre-arranged purpose. The use of solutions beyond the framework of the arrangements must be agreed in writing. The concepts, strategies and systems

developed by the seller are designed exclusively for the use of one legal entity. The use of vendor solutions by associates and affiliates must be specifically agreed upon by the contract.

## 10. Jurisdiction and place of performance

### Article 31

For all disputes which may arise directly or indirectly from the contract, the District Court of Novo Mesto shall have jurisdiction, including the settlement of guarantee claims.

### Article 32

For supplies and payments, the place of completion of Kanižarica SI-8340 shall be considered. Slovenian law applies.

### Article 33

Slovenian law applies, expressly excluding the application of the CISG and the application of international conflict-of-law norms.

Kanižarica, 5.5.2022

Aleš Količ  
General manager



Damir Šabanović  
Plant manager