

1. Definitions

Unless otherwise stated:

1.1. "Sales Contract" shall mean every sales contract, sales order, sales plan or recall, *delivery instruction* or a similar document issued in writing by the Buyer's purchasing department. These General Sales Conditions and any other documents included in a Sales Contract by the Seller and the Buyer shall be a constituent part of the Sales Contract.

1.2. "Goods" shall mean all manufacturing and trade products and services that are a product – the subject of the Seller's business with the Buyer (turned pieces; electroplated pieces; pieces overmoulded with plastics; aluminium casts; laboratory services; other services performed on the buyer's articles, etc.).

1.3. "Seller" shall mean, in addition to Iskra ISD d.o.o., every associate or subsidiary of Iskra ISD d.o.o. within the Group (hereinafter referred to as the Seller),

1.4. "Buyer" shall mean every company, entrepreneur or other legal or natural person who orders Goods from the Seller.

1.5. "General Sales Conditions (GSC)" shall mean these General Sales Conditions of Iskra ISD (hereinafter referred to as the GSC).

1.6. "Forecast, Order, Sales Plan"

- A Forecast is the Buyer's planned off-take in terms of quantities and time schedule and is intended as a notification to the Seller of the quantities of Goods the Buyer expects to order in the indicated period. A Forecast is not binding on the Seller in terms of manufacturing the announced Goods or the purchase of basic raw materials. It is only indicative in nature. The Seller and the Buyer may agree in writing on the purchase of a certain amount of raw materials to ensure stock or for a safety stock of the Goods.
- An Order is a written document from the Buyer defining the terms of delivery of the ordered Goods (at least the article number, quantity, date of delivery, price, delivery location).
- A Sales Plan includes the Buyer's Forecasts and Orders and is periodically renewed in accordance with the provisions of the Sales Contract and the end Buyers' off-take. Sales Plans are binding on the Buyer and the Seller.

1.7. MOQ: Minimum order quantity.

2. Subject of the Sales Conditions

2.1. These General Sales Conditions regulate the contractual relationships between Iskra ISD, Savska Loka 4, 4000 Kranj (hereinafter referred to as the Seller) and Buyers of the goods from its product mix (hereinafter referred to as the Goods).

2.2. The GSC refer to all relationships between the Seller and the Buyer (offers, Orders and other agreements), except in individual cases where the Seller and the Buyer agree otherwise. For the avoidance of doubt, only an agreement in writing is considered a different agreement.

2.3. The GSC shall prevail over the Buyer's terms of purchase, except where the Buyer and the Seller agree otherwise in writing.

2.4. If any of the articles below is not relevant for a particular Buyer, the other articles in this agreement shall remain in force.

3. Offers, Calculations and Orders

3.1. An offer shall be valid for 30 calendar days, unless stated otherwise in the offer. The delivery time indicated in the offer is for information only and is not binding on the Seller.

3.2. The prices listed in the offer are exclusive of VAT and other administrative fees and/or any fiscal charges as well as any costs of non-standard packaging and transport costs, unless agreed otherwise with the Buyer or specified differently in the offer. The sales price of the offered goods includes the Seller's standard packaging,

which the Buyer is familiar with. Any agreements for other types of packaging and additional costs shall be made by the Buyer and the Seller in writing.

3.3. Washing of the packaging is not included in the price, unless stated otherwise in the offer.

3.4. In the offer, the Seller shall also notify the buyer of whether the offered Goods require an investment into machinery, control devices, special tools and other equipment necessary to carry out the project. If this is the case, the offered sales prices shall also include investment costs and maintenance of machinery, devices and tools, unless stated otherwise in the offer.

3.5. The Seller shall submit to the Buyer an offer indicating the quantity (annual and serial), price and tentative delivery time on the basis of the product specification from the Buyer's inquiry. The offer shall be for information purposes to the extent that the Seller has not held a technical meeting with the Buyer to receive additional information about the functioning of the offered Goods or assembly, about their application and purpose and other information that would significantly contribute to the manufacturing of the offered Goods or until all of the technical and quality requirements have been clarified.

3.6. The offer is based on a work schedule of 48 weeks/year – 15 shifts/week, unless specified otherwise in the offer.

3.7. The offer takes into account 2% of total scrap in all steps of the process, unless specified otherwise in the offer.

3.8. If the Buyer does not set the minimum off-take quantity, the optimum quantity shall be set by the Seller according to (including, but not limited to) the planned annual quantity, the minimum quantity of raw materials, the minimum quantity required for externally-performed services (heat and surface treatment, etc.), according to packaging units, etc.

3.9. A new minimum off-take quantity may be proposed by the Buyer, in which case the Seller shall adjust the sales prices and other conditions from the offer accordingly.

3.10. The offered prices apply only for the offered quantities. In the event of a deviation from the offered quantities, the Seller reserves the right to correct the sales prices.

3.11. If the Buyer decides to place individual Orders only for the quantity defined as the minimum order quantity, the sales price shall be adjusted to the minimum order quantity. If the Buyer places an Order whereby it commits itself in writing to an annual quantity, the Seller shall take into account the sales price calculated for the annual quantity.

3.12. Offers that do not result in a respective written Order from the Buyer shall not be considered binding on the Seller.

3.13. The Seller shall guarantee the conditions from the offer or pro-forma invoice only to the extent the offer or pro-forma invoice is valid.

3.14. An Order shall be considered complete when it contains all the data required to manufacture the Goods, including, but not limited to, the quantity and the specification of individual Goods, materials, quality, plan, specific features and intended use of the Goods, place and time of the planned delivery and the manufacturing and delivery priority.

3.15. The Seller shall send an order confirmation to the Buyer within 5 working days at the latest. In the case of a first Order of individual Goods or a sampling Order, this deadline may be extended for as long as the Seller needs to obtain all the necessary information from all process participants (material and tool suppliers, subcontractors, etc.) so that it may determine an estimated delivery time and confirm it to the Buyer.

3.16. All Orders the Buyer makes by telephone or in writing shall be confirmed in writing by the Seller in the form of an order confirmation within 5 working days at the latest. Orders become binding on the Seller only after it issues an Order Confirmation. A telephone Order is valid when the Seller sends the Buyer a written Order Confirmation, which the latter confirms with its signature.

3.17. For the Buyer's Orders that do not meet the offered/agreed minimum order quantity, the Seller may at its own discretion adjust the price according to the lower quantity. The Seller shall notify the Buyer about the change in price with the order confirmation.

3.18. "Working day" shall mean the time period of 8 consecutive hours from 07:00 to 15:00 of the same day, all days of the week from (including) Monday to (including) Friday. Holidays and other work-free days are excluded from this definition.

3.19. The Seller shall manufacture or deliver the Goods on the basis of the content of the Buyer's written Order containing references to the number of the Seller's offer or pro-forma invoice and the "General Sales Conditions of Iskra ISD" and on the basis of the written order confirmation sent to the Buyer by the Seller.

3.20. For large and long-term projects, the Seller shall be obligated to ensure the security of supply and shall therefore, during the sampling stage or subsequently (as agreed with the Buyer), perform sampling with and confirm at least two suppliers of raw materials and external processes (co-operation).

4. Pricing

4.1. In its offers or pro-forma invoices, the Seller shall take into account the prices calculated on the basis of the actual costs of basic and auxiliary materials, production costs, external service costs, etc. All prices are FCA warehouse of the Seller, unless stated otherwise in the offer. The latest edition of the INCOTERMS, issued by the International Chamber of Commerce, Paris, shall in all cases be applied to the offers, order confirmations and invoices and in determining the passing of risk.

4.2. Standard packaging for road transport is included in the price, while the transport costs to the Buyer and any other transport packaging shall be charged separately by the Seller, as agreed in the Order Confirmation.

4.3. All Goods for which the Seller receives order confirmations shall be delivered by the Seller at the prices in force at the time the Order was placed. The agreed price applies to the conditions agreed in the Order Confirmation. The Seller may modify the delivery terms in the event of any changes in the quantities, plans, delivery or acceptance methods, specific features or the intended use of the Goods, whereby it is also entitled to compensation for any costs incurred (including costs of having to organise work in the process multiple times) and any losses arising from any subsequent changes regarding the Order made by the Buyer.

4.4. All duties in the Goods recipient's country, including taxes, customs duty, fees and other potential costs, etc. shall be borne by the Buyer, unless agreed otherwise in the Order Confirmation.

4.5. The Seller is entitled to a price correction, including, but not limited to, in the following cases: if the ordered quantities deviate from the agreed minimum order quantities, if the annual quantities deviate by more than 10% or in the event of changes in the basic and auxiliary material prices, external service prices, tool prices, labour costs, energy costs and municipal utility service costs.

4.6. When the Seller is performing a service on the Buyer's Goods, the Seller is entitled to change the price if the delivered Goods require additional work prior to the provision of the offered service (e.g. removal of rust, grease, oxides and other contaminating impurities), if the Goods differ from the specifications in the offer (shape, manufacturing method, modifications in treatment, etc.), if the Goods differ from the sample Goods and if the reason for the price change is independent of the Seller.

4.7. The Seller shall compare the sales prices to the actual costs of production at least every 6 months. However, in the case of materials whose prices are set on exchanges, price checks shall be carried out more frequently, possibly even at each delivery of such materials. The Seller and the Buyer shall agree on the method to monitor costs and adjust the sales prices. To the extent that the individual Goods' costs of manufacturing deviate from the calculated costs from the last valid offer or order confirmation, the Seller shall provide to the Buyer a price list with the new sales prices and make an agreement on when it enters into force.

4.8. If the Buyer requests that the Goods be warehoused at the Seller's location for a longer period, the Seller may charge the Buyer a warehousing fee as well as any other costs needed to adequately protect the Goods during warehousing, e.g. against rust, etc.

4.9. The Seller shall not confirm any price reductions arising from annual productivity (3 x 3%), unless agreed otherwise with the Buyer in writing. The Buyer shall inform the Seller about requested price reductions arising from productivity at the stage of the inquiry.

4.10. The prices within the framework of the agreed quantities and project lifetime cannot be changed based on the Buyer's competing offers.

4.11. The Seller and the Buyer may reach an optimised sales price if the production costs are optimised, which may also be related to technical changes of the offered Goods or Service.

5. Quantities and Safety Stock

5.1. The Seller distinguishes between the following quantities: annual quantity, minimum order quantity and minimum off-take quantity.

5.2. Annual quantity means the quantity envisaged by the Buyer and is the sum of all Orders in a given calendar year. Usually, the annual quantity is announced by the Buyer in a Forecast or annual plan. The latter is not binding on the Seller or on the Buyer unless both parties agree in writing that the Seller shall order, e.g. raw materials (basic materials), tools, etc., for a certain amount of the annual quantity in advance.

5.3. Minimum order quantity is set by the Seller and is the optimal quantity for production that still guarantees a competitive sales price. The minimum order quantity is also defined on the basis of the required minimum quantity in external operations, e.g. (including, but not limited to) heat and surface treatment, minimum material quantities and similar.

5.4. The Seller and the Buyer may agree that the minimum order quantity be delivered to the Buyer in multiple parts. In this case, this is referred to as the minimum off-take quantity and is also subject to packaging units and/or the load factor of transport means.

5.5. If the ordered quantities deviate from the offer or another written agreement between the Seller and the Buyer, the Seller may adjust the price according to the lower quantity. The Seller shall notify the Buyer about the change in price with the order confirmation.

5.6. If the Buyer decides to place individual Orders only for the quantity defined as the minimum order quantity, the sales price shall be adjusted to the minimum order quantity. If the Buyer commits itself, on the basis of an Order or another written agreement, to an annual quantity, the Seller shall take into account the sales price calculated for the binding annual quantity. If the annual quantity deviates from the actual quantity by over 10%, the Seller may unilaterally change the sales price.

5.7. The Seller reserves the right to deliver a higher quantity than the one indicated in the Buyer's Order in the case of one-time/occasional Orders and in cases where the Seller does not have any new plans or Orders of the Buyer during the time of the delivery. Namely, the Seller must plan for the manufacturing of a large quantity of goods, because it needs the additional quantity for (including, but not limited to) interprocess control, production process acceptance, archiving and to account for the potential internal scrap at the production stage. Another possible reason is the consumption of ordered materials that are specific to the article and cannot be used for other articles. The Seller and the Buyer shall conclude a written agreement on deviations from ordered quantities. In the absence of such an agreement, the Seller may, without prior notice, deliver any additionally produced quantity up to a maximum of 10% of the individual ordered quantity.

5.8. When performing a service on the Buyer's Goods, the Seller reserves the right to keep 5 pieces of each product for archiving purposes in the making of the PPAP documentation and up to 10 pieces of each product for archiving purposes in production process acceptance.

5.9. The Buyer and the Seller may agree on a safety stock for each article separately, including for the basic materials used for the ordered articles. By keeping a safety stock, the Seller wants to guarantee to the Buyer uninterrupted deliveries and shorter delivery times. If the Buyer and the Seller do not agree on a safety stock, the Seller shall not be required to produce to stock or to purchase materials to stock. In this case, the Seller shall not be responsible for any failures to deliver arising from unforeseen events that include, but are not limited to, machinery breakdowns, failures to deliver basic materials, etc.

6. Delivery Times

6.1. Indicative delivery times are stated in the Seller's offer or pro-forma invoice and apply only while the offer or pro-forma invoice is valid. The offered indicative delivery times shall apply for the first Order and are generally longer than the delivery times for all subsequent Orders, especially when the Buyer submits to the Seller its plans/Forecasts, etc.

6.2. If the Buyer submits to the Seller a Sales Contract, which is binding on the Buyer and which contains binding annual quantities and a safety stock arrangement, the delivery times shall be much shorter. Otherwise, delivery times depend on the utilisation of the Seller's production capacity and Orders are planned on a first-come, first-served basis.

6.3. The delivery time shall be determined by the Seller and the Buyer by common consent with every individual Order. The final delivery time shall be determined in the Order Confirmation sent by the Seller to the Buyer.

6.4. The confirmed delivery times in the Order Confirmation are FCA Seller, except where expressly stated otherwise in the order confirmation. The time needed to organise and carry out the transport and acceptance of goods is not included in the confirmed delivery time.

6.5. To facilitate production planning and material ordering, the Seller strives to obtain Orders from its Buyers for at least three (3) months in advance.

6.6. When the Buyer urgently needs the Goods and making a shorter delivery time possible is subject to additional costs, the Seller reserves the right to charge the Buyer for these additional costs (additional material costs, labour costs, etc.). The Seller shall notify the Buyer of these additional costs prior to the start of production and the Buyer shall issue a written confirmation of the additional costs incurred, thereby giving the Seller the instruction to proceed with the Order – to start production.

6.7. The Seller shall notify the Buyer when the Goods are ready for dispatch by email or telephone, provided the FCA Seller term has been confirmed.

6.8. If the Buyer authorises the Seller to organise the transport, or if the transport cost is included in the sales price, the Seller may dispatch the Goods and deliver them to the Buyer without prior notice and pursuant to the confirmed delivery time. If the Buyer does not provide instructions to the Seller as to the organisation of the delivery to the Buyer, the Seller is entitled (but not required), at its own discretion, to organise optimum delivery of the Goods to the Buyer.

6.9. The Seller shall be liable to the Buyer for proper and timely delivery in accordance with the order confirmation.

6.10. The Seller shall in no way accept any contractual penalties for late deliveries.

7. Changes in Delivery Times

7.1. If the Buyer for any reason requires a shorter delivery time than the one that has been confirmed, the Seller shall examine every possibility to achieve a new delivery time and confirm the shortest possible delivery time in a new order confirmation. An agreement on partial deliveries of Goods from the Order is also possible. If the achievement of a shorter delivery time causes additional costs, the Seller may pass them to the Buyer, upon agreement with the Buyer.

7.2. If the Buyer wants to significantly extend a confirmed delivery time, the following applies:

7.2.1. Information about an extension of the delivery time must be provided at least 5 weeks ahead of the confirmed delivery time, otherwise the Seller has the right to deliver the Goods within the originally agreed delivery time.

7.2.2. If the Buyer wants to extend the delivery time of Goods that are scheduled for delivery in the current month, the Seller may either refuse such an extension or charge for the Goods in the current month and keep the Goods in a warehouse under the conditions from point 9.

7.2.3. The Seller has the right to limit extensions of the delivery time to a maximum of 2 months, if the materials for the ordered Goods have already been ordered or are in storage, or if the Goods are already in production.

7.3. Orders for Goods cannot be cancelled in cases where:

7.3.1. the basic and auxiliary materials, tools and other components necessary to produce the Goods have already been ordered or are already in the Seller's warehouse.

7.3.2. the Goods are already in production or in the final warehouse.

7.4. If the Buyer insists on cancelling the ordered Goods despite everything, the Buyer shall be required to compensate the Seller for all costs incurred (including, but not limited to, the costs of materials, tools, production, etc.).

8. Payment Terms

8.1. The usual payment deadline is 30 days from the invoice issue date.

8.2. In the event of different payment terms written in the Order Confirmation or in the contract concluded between the Seller and the Buyer, the terms from the Order Confirmation or the contract shall apply.

8.3. Payment shall be deemed completed once the funds are in the Seller's account.

8.4. In the event of late payment, the Seller may charge statutory interest for late payment plus any costs it incurs in relation to the enforcement of payment.

8.5. The Seller reserves the right to use the payments to settle the invoices that have been due the longest (according to the due dates of the issued invoices), increased by statutory interest for late payment and any costs incurred, in the following order: costs, interest, principal receivable.

8.6. The Seller has all receivables insured with a reinsurance company and is required to observe the measures determined by the reinsurance company. As such, the Seller is required to stop all deliveries if the Buyer is more than 30 days late with payment.

8.7. In the event deliveries to the Buyer are stopped due to irregular payments, the Seller shall not be liable for any damage to the Buyer's business.

8.8. The Seller shall not accept any early payment discounts, unless agreed otherwise with the Buyer in writing.

8.9. If the Seller is in doubt about the Buyer's solvency or creditworthiness and the Buyer is not willing to make an advance cash payment or to provide a requested guarantee to the Seller, the Seller may at its sole discretion and without giving reasons cancel that part of the contract that it has not yet performed.

8.10. The Seller shall not confirm any price reductions arising from annual productivity (3 x 3%), unless agreed otherwise in writing.

8.11. If the invoice falls due on a weekend or holiday, payment must be made no later than the first working day after the due date.

9. Acceptance of the Goods

9.1. Delivery shall take place under the FCA term, unless agreed otherwise with the Buyer. The latest edition of the INCOTERMS, issued by the International Chamber of Commerce, Paris, shall in all cases be applied to the offers, order confirmations and invoices and in determining the passing of risk.

9.2. If the Buyer is accepting the Goods at the Seller's premises, the Buyer shall perform a quantity acceptance of the Goods prior to loading them onto a means of transport. The Buyer must announce the acceptance at least 2 working days prior to the planned acceptance.

9.3. The Seller may issue an invoice for the Goods even if the Buyer does not accept the Goods within the agreed deadline or on the date confirmed in the Order Confirmation.

9.4. If the Buyer does not accept the Goods within 14 days from notification that the Goods are ready, the Seller may charge for the warehousing of the Goods at 0.5% of the sales value of the warehoused Goods per day, but in total not more than 5% of the total Order value. If there is a delay in the acceptance of the Goods, the risk of accidental damage and/or destruction of the Goods passes to the Buyer on the day when the Buyer becomes late.

9.5. If transport costs are included in the sales price and the organisation and payment of transport is the responsibility of the Seller, the Seller may at its own discretion choose the route and mode of transport, unless agreed otherwise in writing. Any additional costs arising from the Buyer's special requirements regarding dispatch shall be borne by the Buyer. In cases where transport costs have not been agreed and paid in advance, the Buyer shall also bear any increases in transport costs incurred after the conclusion of the contract, additional costs due to a change in the route of transport of the shipment, warehousing costs, etc., whereby it shall be obliged to compensate the Seller at the Seller's request within 15 days after the request.

9.6. If the Buyer is accepting the Goods at the place it chose as the place of delivery for the goods and which is indicated on the consignment note or delivery note, the Buyer must perform a quantity and a visual inspection of the Goods before or during the unloading. It is necessary to draw up a report on any transport damage, which the carrier and the recipient of the Goods must then sign. Damaged goods must be photographed prior to unloading (a photograph of the damaged goods on the means of transport). The Buyer or recipient of the Goods must follow the Seller's instructions regarding unloading. The Buyer must forward the complaint record

with photographs to the Seller within 48 hours at the latest. If the damaged Goods are not photographed on the means of transport, the Seller shall not accept the complaint.

9.7. Goods returned to the Seller may not have any other damage except the damage that is the subject of the complaint. The goods must be returned to the Seller within the agreed deadline.

9.8. The Buyer must issue a complaint for any visual defects on the Goods immediately or within eight days from acceptance of the Goods at the latest. If no complaint regarding the Goods is filed within eight working days from arrival of Goods at the agreed place, the goods shall be deemed accepted.

9.9. The Goods shall be deemed accepted at the moment the Seller makes them available or delivers them to the Buyer.

10. Quality of Goods and Services

10.1. The Seller guarantees that the Goods will be produced and the service performed in accordance with the Buyer's Order, plan and agreed technical requirements. The Seller shall not be liable for the functionality of the article and/or the conformity of the goods with the applicable regulations if the former has been manufactured according to the Buyer's article Order and in compliance with the Buyer's other technical conditions.

10.2. If the Buyer determines the technological process for manufacturing or treatment of the Goods, the Seller shall manufacture or treat the Goods as requested by the Buyer. In this case, the Seller shall assume no responsibility and shall not be liable for the correctness of the technological process and the suitability of the manufacture or treatment of the Goods – nor for the final functionality and/or conformity of the goods with applicable regulations. The Seller shall nonetheless be obliged to warn the Buyer of any irregularities.

10.3. Sampling, testing and prototyping are intended for the Buyer and the Seller to determine the suitability of the Goods in relation to the technical drawing and other requirements. The Seller therefore cannot guarantee that the sampled or test Goods or prototypes will be suitable for further treatment by the Buyer or a third party. When the Seller is performing a service on the Buyer's Goods, the Seller is entitled to process the Goods at the testing/sampling stage multiple times, which may impact the functionality of the Goods and for which the Seller assumes no responsibility.

10.4. The Seller shall not accept or resolve/approve any complaints in connection with sample or test Goods or prototypes.

10.5. The Seller states that all the materials used are in compliance with the Buyer's requirements. The Buyer must use the Goods with due diligence and in accordance with the Seller's instructions.

11. Complaints

11.1. The Seller shall accept and consider comments and complaints about goods or services if they are submitted in writing no later than within 8 (eight) working days from acceptance of the Goods at the Buyer's location and provided they contain all the necessary information, or at least the following:

- number and date of the delivery note,
- article name,
- quantity delivered,
- all the data from the checklist of at least one packaging unit,
- detailed list and picture of the identified deviation; and
- samples on which deviations have been identified.

11.2. Upon acceptance of the Goods, the Buyer is obliged to perform a quantity and a visual inspection and to communicate any deviations immediately or no later than within 8 days from the date of acceptance of the Goods.

11.3. Any latent defects that were not obvious on the date of delivery shall be communicated by the Buyer in writing within 8 (eight) working days from their discovery, but not later than within 1 month from acceptance of the Goods.

11.4. The Seller is obliged to provide its first reply to the complaint record within 2 working days. The Seller must reach a decision on whether the complaint is justified or not within 15 working days. Furthermore, the Seller shall resolve the complaint in collaboration with the Buyer and within the shortest reasonable time. The 8D Report form shall be used.

11.5. Within the framework of a complaint, the Seller has the right to replace or repair (eliminate the defect) the Goods subject to a complaint or to perform another 100% check of the Goods. If quality parameters of the Goods have not been set together with the Buyer, the Seller reserves the right to reject the complaint as unproven and unfounded.

11.6. The parties may agree that the check or repair of the Goods subject to complaint shall be performed by the Buyer, but only upon prior written agreement with the Seller and with prior written confirmation of the costs that this might cause. Otherwise, the Seller shall not be obliged to cover any costs incurred in this way.

11.7. The Seller reserves the right to choose whether to replace the defective Goods with new Goods or to ensure the elimination of the defect on the original Goods or to offer compensation.

11.8. If the Buyer's complaint is justified, the Seller shall cover only the explicitly proven material costs (e.g. costs of extra transport, costs of scrap Goods, costs of the service performed on the Goods, etc.), whereby the Seller shall in no case cover direct costs such as (including, but not limited to) delays in production, loss of profits, contractual penalties or other indirect damage.

11.9. The parties undertake that they will both ensure that the costs of complaints are kept to a minimum.

12. Retention of Title

12.1. The Goods shall remain the property of the Seller until the Buyer settles all the obligations, regardless of their basis.

12.2. Should the Buyer act contrary to the Order Confirmation or concluded contract, in particular in case of late payment, the Seller shall be entitled to take the Goods back and keep them until full payment. This shall not be deemed as withdrawal from the contractual relationship by the Seller, unless expressly stated in writing.

12.3. Any special tools, machinery and devices that were manufactured in collaboration with the Seller and which are necessary for the production and implementation of the production of the Goods shall remain the property of the Seller, unless agreed otherwise with the Buyer in writing.

13. Warranty

13.1. Warranty for the Goods shall not apply if the Goods have been damaged during transport, due to unprofessional assembly or due to use under conditions that are abnormal and deviate from and are inconsistent with the data from the inquiry, and in the event of non-compliance with the Seller's instructions.

13.2. The Buyer shall exempt – relieve the Seller of payment of any compensation sought by a third party in relation to intellectual property for the materials and data used by the Buyer for implementing the Order or reimburse the Seller on the basis of recourse for any and all expenses paid in regard to this issue.

13.3. When delivering media, electronic files, software or other recorded data to the Seller, the Buyer shall guarantee that all media provided are not infected and/or damaged.

13.4. The Seller shall not be responsible for the Goods during processing or use by the Buyer. The guarantee of fitness for purpose is expressly excluded even when the purpose is known. Name or description of the Goods, the instructions or the recommendations provided by the Seller or its employees are neither the basis nor the foundation for this type of guarantee.

13.5. Technical advice provided by the Seller orally, in writing or experimentally is given in good faith but without any guarantees or assurances of appropriateness and correctness, which shall also apply

in regard to legally protected rights of third parties. Technical advice given by the Seller does not release the Buyer from the duty to perform trials on / test the delivered products for suitability for the intended processes and uses. Since the Seller cannot control the use and processing of the products, the Buyer and/or its customers shall be solely and wholly responsible for any consequences arising from their use and processing.

13.6. The warranty against possible corrosion on the Goods shall not apply if the Buyer postponed the delivery of the Goods (according to the confirmed delivery time) and did not request and pay additional anti-corrosion protection. The warranty against corrosion on the Goods shall also not apply if the Buyer fails to properly store the Goods in its warehouse or if the Buyer fails to notify the Seller in writing about the anti-corrosion protection requirement, including (but not limited to) in cases where the Goods are warehoused for a longer time period or where the Goods transport takes longer.

13.7. The Seller guarantees the results of the corrosion test of the galvanic protection performed correctly by an accredited laboratory 24 hours after the electroplating. The Seller shall not guarantee the results of corrosion tests of the Goods:

- where the Goods are tested outside the time frame specified above,
- where the Goods are warehoused with a third party or where the Seller no longer has control over the Goods,
- where the Goods are subject to additional handling (transport, assembly, etc.).

13.8. If there is a delay in the acceptance of the Goods by fault on the part of the Buyer, the warranty period shall commence on the date when the Buyer becomes late or on the date of invoicing.

13.9. The warranty for the produced Goods is 12 months, unless agreed otherwise in writing, and begins on the date the goods are delivered to the Buyer.

13.10. In no event shall the Seller be responsible for any costs that might exceed the labour and material costs necessary to restore defective Goods to a condition that meets the requirements for the initial warranty period, unless agreed otherwise in writing (limitation of the Seller's liability).

13.11. The Buyer's right to object in relation to guarantees and the warranty shall lapse in the event of the Buyer's interventions, repairs or attempted repairs, including when these are done by an unauthorised third party. The Seller shall be responsible only for repairs performed by the Seller.

13.12. If the Buyer requests that the Goods be warehoused at the Seller's location for a longer period, the Seller is required to ensure adequate protection and proper packaging for the Goods and to charge the Buyer for the additional costs. If the Buyer is not willing to pay the additional costs, the Seller is entitled to keep the Goods in the standard packaging and shall not be responsible for any damage that may occur (corrosion, etc.).

14. Tools and Investments

14.1. In the offer or another written document, the Seller shall notify the Buyer of whether the offered Goods require an investment into machinery, control devices, tools and/or other equipment necessary to carry out the project. If this is the case, the offered prices shall also include investment costs and maintenance of machinery, devices and/or tools, unless stated otherwise in the offer.

14.2. Investment costs are recalculated on the basis of the offered quantities of the Goods. In the event of deviation from the offered quantities of the Goods, the Seller reserves the right to correct the sales prices.

14.3. In the event of an investment, the Seller shall remain the owner of the machinery, device, tools and/or other equipment necessary to produce the offered Goods, unless agreed otherwise in the offer or another written agreement.

14.4. The costs of replication tools (for overmoulding with plastics or for aluminium casting) shall be borne by the Buyer, unless agreed otherwise with the Buyer in writing.

14.5. Replication tools for each Goods must be ordered by the Buyer no later than one year before the tool lifetime reaches 80% wear.

14.6. If the Seller financially participates and cooperates in the initial investment, the object of investment shall remain the property of the Seller until the Buyer settles the cost of investment in full.

14.7. In cases where a major investment is needed for the project, the Buyer shall commit to the annual order quantities through a quantity contract, i.e. for at least the whole period necessary for the full depreciation of the invested equipment + (plus) 1 (one) year.

14.8. If the tools or dedicated equipment are not used up before the end of the depreciation period, the Buyer shall be charged for the costs of the undepreciated portion of the investment after the completion of production.

15. Liability

15.1. The Seller accepts no liability whatsoever with regard to indirect and direct costs/damage, losses, loss of profits, contractual penalties or damage resulting from the termination of the Sales Contract (material and non-material damage, etc.). The described limitation of liability shall be waived if the damage is caused intentionally or through gross negligence. If liability is excluded or limited, this shall also apply to the Seller's associates, employees, representatives and performing agents.

15.2. The Seller shall not be responsible for any damage incurred by the Buyer as a consequence of the Buyer's delays or insufficient information in the fulfilment of contractual obligations, in particular due to incorrect or inaccurate data, specifications, projects or any other information provided by the Buyer, and has the right to seek reimbursement for any costs, losses or damage.

15.3. The Seller does not accept responsibility for the quality of the galvanic protection on spots that have been damaged due to additional handling of the Goods, for damage that occurred after the acceptance of the Goods, for damage on the Goods caused by a third party and for damage on the Goods caused due to unsuitable transport and/or warehousing.

16. Force Majeure

16.1. Force majeure is an extraordinary and unexpected event whose effect could not be expected and deterred. These events include: an epidemic, fire, traffic accidents and natural disasters, measures adopted by state authorities, changes in legislation and other events that cannot be prevented, eliminated or avoided, i.e. circumstances beyond the party's control. Material shortages on the global market or supplier delays are considered force majeure.

16.2. Insofar as the performance of contractual obligations becomes difficult or impossible due to such circumstances, the obligation shall cease for the duration its performance is difficult or impossible, provided that the given circumstances could not have been prevented, eliminated or avoided. Such circumstances shall exempt the party from performance of its obligation and from liability for damages arising from non-performance of contractual obligations.

16.3. The party claiming impossibility of performance must prove the existence of circumstances exempting it from liability and notify the counterparty thereof immediately upon learning of the occurrence of such circumstances. The party shall notify the counterparty about the cessation of circumstances that caused the impossibility of performance in the same way. Insofar as the counterparty is not appropriately and immediately notified, the party claiming impossibility of performance shall be held liable for damages.

16.4. The impossibility of performance under this provision shall be determined in accordance with applicable law and case law.

16.5. If the circumstance lasts more than 6 months, the Seller and the Buyer may agree to amend or rescind the contract or to cancel the Order by mutual agreement.

16.6. The Seller shall not be held liable for any delay in the performance or for non-performance of obligations from this contractual relationship, provided that the delay in performance or the non-performance are caused by circumstances beyond its reasonable control that have arisen without any fault or negligence on its part, which includes (but is not limited to the following cases) the inability of suppliers, subcontractors and freight forwarders or the Seller to meet their obligations under this agreement, whereby the latter shall apply on the condition that the Seller immediately submits to the Buyer a written notification containing all the details and

causes of why this occurred. The dates for the performance of obligations shall be extended for the time lost due to the occurrence of these causes, provided the contracting parties are still interested.

17. Changed Circumstances

17.1. If circumstances arise after the conclusion of the contract that make it difficult for a party to fulfil its obligations, or if they make achieving the purpose impossible, but in both cases to the extent that the contract clearly no longer meets the expectations of the contracting parties and it would be considered unfair to keep it in force as it is, the party whose fulfilment of obligations has been made difficult or the party that cannot implement the contract due to changed circumstances may request a termination of the contractual relationship.

17.2. A termination of the contractual relationship cannot be requested if the party claiming changed circumstances should have taken these circumstances into account when concluding the contract or could have avoided them or prevented their consequences. In this case, the party claiming the changed circumstances clause shall be liable for damages.

17.3. The party seeking termination of the contract cannot claim changed circumstances if the latter occurred after the date set for the performance of its obligation has passed.

17.4. The contract shall not be terminated if the other party offers or agrees to a fair amendment of the relevant contractual terms.

17.5. If the contract is terminated, the parties shall reimburse or pay each other for all services received. Potential reductions in value shall be taken into account in this case.

18. Withdrawal from the Contract

18.1. The Seller shall be entitled to withdraw from the contract:

- if it is unable to perform the contractual obligations due to force majeure, strike or other circumstances it did not cause;
- if the Buyer exceeds the payment deadline agreed in writing by more than 60 days and fails to meet its obligations by a deadline set subsequently;
- if the Buyer through gross negligence provides false information on its obligations, which puts its ability to meet obligations at risk;

18.2. The Buyer shall be entitled to withdraw from the contract:

- if the Seller intentionally or through gross negligence causes the delivery to be impossible;

18.3. If the parties withdraw from the contractual relationship, they shall reimburse or settle all the costs incurred to each other, including, but not limited to:

- costs of raw materials, auxiliary materials, etc.;
- costs of warehoused Goods and Goods that are a work in progress;
- any costs of purchased tools that cannot be used to produce other types of Goods;
- any costs of the undepreciated portion of the machinery and devices purchased specifically for the production of the Buyer's Goods.

19. Business Secrecy

19.1. The parties undertake to protect as a business secret all confidential data, information, documents, knowledge, documentation and other material in a formal form (paper, electronic media) that they exchanged on the basis of an Order/contract. Business secrets shall include all data and information determined as a business secret or if such status unambiguously follows from their nature, in particular, but not limited to, data that can be expected to cause damage to a party if disclosed. The contracting parties shall not disclose business secrets and confidential data and information to third parties and may only use them for the performance of their obligations under the Order/contract.

19.2. If there is a possibility that any of the parties would suffer significant damage due to a disclosure of business secrets even after the termination of the contractual relationship, the data shall continue to be

safeguarded as a business secret. In any case, business secrecy shall be preserved for 5 (five) years after termination of the contract, unless the parties agree on a different term.

19.3. Any party in breach of the business secrecy under this provision shall be subject to liability for material and non-material damage.

19.4. The parties may determine exceptions to this provision only by written agreement.

20. Assignment of Receivables and Notifications

20.1. The Buyer undertakes not to assign to third parties any receivables due from the Seller without the Seller's prior written confirmation.

20.2. The parties agree that communication using appropriate means of telecommunications (email, etc.) shall also be considered as written.

21. Final Provisions

21.1. Insofar as a contract is concluded with the Buyer having provisions that do not comply with these Conditions, the individual relationship shall be regulated by the provisions of the contract, while these Conditions shall be used to regulate any relationships not regulated by the contract. In cases for which these Conditions expressly stipulate that an agreement to the contrary cannot be reached, the content of these Conditions shall apply.

21.2. These sales conditions are valid and the only ones that are legally applicable, irrespective of whether the Buyer includes their general purchasing conditions when submitting an Order. Any deviations from the General Sales Conditions of Iskra ISD shall only be considered if they are agreed and confirmed by Iskra ISD in writing.

21.3. The Buyer and the Seller shall resolve any disputes by mutual agreement. If the parties fail to come to an agreement, the dispute will be resolved by a court having subject-matter jurisdiction in Kranj, or by the Seller's choice of a second court having subject-matter jurisdiction at the Buyer's location. The dispute shall be resolved using Slovenian law and the original Slovenian version of the GSC.

21.4. The application of the Vienna Convention on the International Sale of Goods and the provisions of private international law are excluded.

21.5. These General Sales Conditions apply until amended. The Buyer is obliged to follow/track changes at www.iskra-isd.si.

21.6. These General Sales Conditions are the basis for nominations and all relevant contracts.

21.7. The Buyer has been informed and agrees that its details and the details of its contact persons shall be stored and processed in Iskra ISD's computer system.