

ISOKON d.o.o.

proizvodnja in predelava termoplastov, d.o.o.,
Slovenske Konjice
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Sales and Delivery Conditions

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Slovenia are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 10.2.

Contract: the contract between the Supplier and the Customer for the sale and purchase or hire of the Goods in accordance with these Conditions.

Customer: the sole proprietor, legal person, firm or company who hires or purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given to it in clause 9.

Goods: the goods (or any part of them) produced and sold by the Supplier, which are set out in the Order accepted by the Supplier in a manner set forth herein. For the avoidance of doubt, the Goods include, among others, standard goods (Isokon branded goods) as well as the so-called non-standard goods (customized branding on goods etc.).

Order: the order by the Customer for the Goods, as set out in a purchase order form of the Customer or the Supplier or placed by the Customer in any other means (an offer to purchase placed (made) by the Customer).

Product Liability Policy: the Product Liability Policy issued by the Supplier with respect to all the products manufactured by the Supplier and determining terms and conditions of Supplier's liability in relation to the products manufactured by the Supplier.

Specification: any specifications for the Goods issued by the Supplier at any time, including those contained in the Supplier's Installation, Handling & Storage Guides and technical information statements.

Supplier: ISOKON, d.o.o., Slovenske Konjice, with registered office at Slovenske Konjice, with business address at Mestni trg 5A, 3210 Slovenske Konjice, Slovenia, a company organized and existing under the laws of Slovenia, registration number: 5805694000, VAT number: SI 76809579.

Product Liability Period: Such period as applies individually to each of Supplier's Goods, such period being provided under applicable laws or identified in Supplier's Product Liability Policy.

2. Basis of Contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any such terms (including, but not limited to conditions included in and the provisions of any purchase order or other writing from the Customer) which conflict with, vary from or are in addition to the provisions of this Conditions shall be deemed objected to in advance, invalid and shall be of no effect nor in any circumstances binding upon the Supplier.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer shall ensure that the Goods are fit for the purpose for which the Customer requires the Goods by having regard to the Specification only. The Supplier shall not be liable for the fitness of Goods for a particular purpose or similar.

2.3 Minimum order is 400 € (excluding taxes). Orders require 5 business days to be processed.

2.4 The Order shall only be deemed accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.6 The Customer acknowledges that any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations contained in the catalogues or brochures of the Supplier are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.7 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue and is deemed to represent an invitation to the Customer to submit the Order for the Goods.

2.8 Cancellation of order: The Customer may not unilaterally cancel the Order once the Order has been placed by the Customer. The Customer may inform the Supplier that it proposes to cancel the order, whereby in such case the Supplier may, at its own discretion, accept the proposal and shall have the right to charge the cancellation fee to the Customer in the amount as follows: (a) for the Goods which classify as standard goods – cancellation fee in the amount of EUR 400 or in the amount presenting 3% of the invoice price for the Goods, whichever is higher; (b) for the so-called non-standard goods (customized branding on goods, customized logo plates etc.) – cancellation fee in the amount presenting 30% of the received prepayment for the Goods. In the event that the non-standard Goods have already been partially or completely produced, the Supplier may require the payment of the entire purchase price for the Goods as cancellation fee.

3. Delivery, Loading and Unloading

3.1 The Supplier shall deliver the Goods to the Customer at Supplier's factory located at Mestni trg 5a, 3210 Slovenske Konjice, Slovenia or such other location as the parties may agree in writing (Delivery Location).

3.2 The Goods are delivered to the Customer according to FCA Isokon d.o.o. Slovenske Konjice, Mestni trg 5a, 3210 Slovenske Konjice, Slovenia (Incoterms 2010).

3.3 For the avoidance of doubt, the Supplier is not liable for any losses or damages whatsoever caused by statements or representations made by delivery drivers or other personnel who, pursuant to clause 3.2 above, are deemed to be in control of the Customer.

3.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

3.5 The Supplier shall have no liability for any failure to deliver the Goods or to delay with the delivery of the Goods to the extent that such failure is caused by a Force Majeure Event or the failure of the Customer to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.6 Unless notification to the contrary is received in writing by the Customer within 3 (three) working days of the delivery of the goods by the Supplier, the Goods shall be deemed not to have any defects and to have been delivered to the full satisfaction of the Customer.

3.7 The Customer is responsible for the compliance with any applicable statute or regulations with respect to the transportation of the Goods and their delivery to the (final) place of destination.

4. Installation

4.1 The Customer shall comply with Supplier's Installation, Storage & Handling Guides at all times. The installation, storage and handling of the Goods remains the responsibility of the Customer at all times and the Supplier accepts no liability (subject to the provisions of the Product Liability Policy) for losses or damages in this regard howsoever caused.

4.2 Any failure by the Customer to follow Supplier's Installation, Storage & Handling Guides shall cause the product liability provided under the Product Liability Policy to be void.

4.3 The Supplier shall not be liable for any damage to the ground or property through the delivery, installation and use of the Goods.

5. Title and Risk

5.1 The risk (of losses or damages) in the Goods shall pass to the Customer upon loading of the Products on the means of transport provided by the carrier nominated by the Customer, according to FCA Isokon d.o.o. Slovenske Konjice, Mestni trg 5a, 3210 Slovenske Konjice, Slovenia.

5.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

(a) the Goods; and

(b) any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as the bailee of the Supplier;

(b) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(c) notify the Supplier immediately if it becomes unable to pay its debts as they fall due or is made subject to any Insolvency Proceedings of whatever type and nature; and

(d) give the Supplier such information relating to the Goods as the Supplier may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

5.4 If before title to the Goods passes to the Customer the Customer becomes unable to pay its debts as they fall due or is made subject to any Insolvency Proceedings of whatever type and nature, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them with the cost of doing so being borne by the Customer and such costs to be invoiced by the Supplier to the Customer pursuant to clause 6.6 below.

6. Price and Payment

6.1 The price of the Goods (whether for sale and purchase or hire) shall be the price set out in the Order, or, if no price is quoted, the price set out in the published price list of the Supplier in force as at the date of delivery. Any and all prices are determined according to and based on FCA Isokon d.o.o. Slovenske Konjice, Mestni trg 5a, 3210 Slovenske Konjice, Slovenia (Incoterms 2010).

6.2 The Supplier may, by giving notice to the Customer at any time up to the day before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

6.3 For the avoidance of doubt, the price of the Goods includes the costs and charges of packaging and excludes the cost of insurance, transportations and duties or governmental charges applicable to such payments, which shall be charged to the Customer separately

6.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

6.5 The Supplier may invoice the Customer for the Goods on or at any time after the Supplier accepts the Order, however no later than upon loading of the Goods. For the avoidance of doubt (and notwithstanding any other provision of this Conditions) the Supplier shall not be obliged to take any actions regarding the preparation of Goods for supply to the Customer or to loading of the Goods on the means of transport provided by the carrier nominated by the Customer until the invoice for the Goods is paid in full or a security instrument for the payment of entire purchase price for the Goods is provided to the Supplier, whereby such security instrument shall be confirmed (in writing) to be acceptable and sufficient by the Supplier.

6.6 The Customer shall pay the invoice as follows: (a) For the Goods which classify as the so-called standard goods in full and in cleared funds within 30 days of the date of the invoice if not agreed differently. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence. (b) For the Goods which classify as the so-called non-standard goods, the Customer shall be obliged to pay 30% of the purchase price for the Goods in advance (as advance payment) and the remaining 70% of the purchase price shall become due and payable within 30 days of the date of the invoice, if not agreed differently between the parties in writing. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

6.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the European Central Bank's main refinancing rate or pursuant to the Statutory Default Interest Rate Act (Official Gazette of the Republic of Slovenia, No 11/07 as may be amended from time to time) at Supplier's election. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interests together with the overdue amount.

6.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding the payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6.9 The standard term of the sales agreement is FCA Isokon d.o.o. Slovenske Konjice, Mestni trg 5a, 3210 Slovenske Konjice, Slovenia (Incoterms 2010).

7. Quality of Goods

The liability of the Supplier with respect to the quality of the Goods shall be limited to the extent as provided under the Product Liability Policy.

8. Liability for Goods and Limitation of Liability

Supplier shall be liable with respect to the Goods only under the terms and conditions set forth under the Product Liability Policy. Any other liability is hereby explicitly excluded.

9. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own or a third party's workforce), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

10. General

10.1 Assignment and subcontracting.

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

10.2 Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

10.3 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with Slovenian law, without its conflict rules, whereby the provisions of the United Nations Convention on Contracts for the International Sales of Goods are specifically excluded and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ljubljana, Slovenia.

ISOKON, d.o.o., Slovenske Konjice

September 2017