



GENERAL BUYING CONDITIONS - Version V1/2021

I. GENERAL TERMS

1. These General Buying Conditions (GBC) govern all legal transactions, concluded by KONUS KONEX LLC. in the role of a buyer (hereinafter, the customer) with suppliers, service providers or sellers (hereinafter, the supplier) for the purchase of equipment, materials, products or services (hereinafter, goods or services).
2. These GBC apply to all legal relations between the seller and the buyer, unless the customer and the supplier explicitly agree otherwise, regarding the individual rights or obligations. The only valid agreements are the agreements made in writing.
3. By concluding a contract with the customer, the supplier confirms to accept these GBC and that it completely agrees with them.
4. The customer does not accept any possible general and specific conditions of the supplier that contradict or deviate from these GBC, unless the customer explicitly confirms them.
5. The supplier may, at any time, familiarize itself with these General Buying Conditions on the customer's website: www.konuskonex.si.

II. CONCLUDING THE CONTRACT WITH THE CUSTOMER

1. By means of the offer or the contract, the supplier guarantees that it has all the abilities and capacities to fully realize it in accordance with the latest rules of the profession or requirements of the customer.
2. The legal transactions between the customer and the supplier must be made in writing.
3. The supplier is obliged to confirm the order in writing to the customer, no later than 7 days after receiving the order. If the supplier does not confirm the order within the specific period, the customer may cancel the order within the next 7 days, otherwise the order is considered accepted, even though the supplier has not confirmed the order in writing.
4. Any changes of the legal transaction must be confirmed in writing by the customer, otherwise they are not valid.

III. PRICES AND TERMS OF PAYMENT

1. The prices agreed between the customer and the supplier are fixed and binding and cannot be changed without the written agreement of the customer.
2. Unless otherwise agreed about an individual legal transaction, the price is valid under the terms of the DDP clause (Incoterms 2020).
3. The supplier issues an invoice when an individual legal transaction is concluded or in accordance with the agreement. The invoice must state the order number. The invoice must be accompanied by a delivery note signed by the responsible person of the customer who accepted the goods or services. The supplier issues an electronic invoice in xml and pdf format to the following e-mail address: eracuni@konuskonex.com.
4. In case the supplier sends the customer an incomplete or incorrect invoice, the customer rejects it and requests the issue of a new one. The supplier is not entitled to charge default interest to the customer for such a rejected invoice.
5. The offsets, assignments, assignments of debt, multilateral offsets or other similar methods of payment are also considered the usual methods of payment.
6. The supplier may not assign any debts to the customer to third parties without the prior written agreement.



IV. PROPERTIES, QUALITY AND CONFORMITY

1. The supplier guarantees the quality of the ordered goods or services and is obliged to deliver the ordered goods in accordance with the contract and all the attached documentation, complying with the international and national requirements and technical standards, which govern the quality and safety of goods or services. The goods must have the usual characteristics and properties, specifically agreed by the parties, and must correspond to the standard characteristics of the supplier's goods. If the supplier knows for what purpose the customer will use the goods, the goods must also have the properties for the known usage. The supplier must not make any changes to the goods without prior written agreement of the customer.
2. The supplier must have a system in place to recognize the non-conformity of the goods, so that the goods that do not meet quality requirements are not delivered to the customer. The supplier must ensure that its employees are aware of their responsibility for the quality and conformity of the goods or services.
3. The customer may, upon prior notice, carry out the inspection and assessment of the supplier, whether the supplier meets all the conditions of the technical documentation. If the non-compliance of the delivered goods is detected, the supplier must immediately carry out corrective measures to eliminate the non-compliance and regularly inform the customer about the implementation. In case the irregularities are found to be the supplier's responsibility and the supplier does not eliminate them even after the customer's warning, the customer may withdraw from the contract.
4. The supplier is obliged to provide access to the customer and regulatory authorities to the facilities and to the relevant documentation, at each level of the supply chain.
5. To ensure quality, the supplier must maintain a traceability system from the raw material to the product.

V. DELIVERY TIME AND CONTRACTUAL PENALTY

1. The agreed delivery time is fixed and can only be changed by the written agreement of the customer.
2. In case the supplier is unable to deliver the goods within the agreed time due to force majeure, it must offer a new delivery time to the customer. If the new delivery time does not suit the customer, the customer may partially or completely withdraw from the order and demand compensation for any incurred damage.
3. The partial deliveries are allowed only with the written agreement of the customer.
4. In case the supplier misses the agreed delivery time, the customer may, at its own discretion, withdraw from the contract without notice or charge the supplier the contractual penalty of 0.5% of the value of the legal transaction for each day of the delay. If the customer has incurred damage, exceeding the amount of the contractual penalty, the customer has the right to claim the difference to entire compensation.

VI. SUPPLY AND DELIVERY OF GOODS

1. When delivering goods, a deviation of goods by a maximum of +/- 2% of an individual delivery is allowed.
2. The following documents must be attached to the delivered goods:
 - a. the delivery note, stating the order number, the code and the name of the goods, identical to the order and information on its net weight and customs tariff (for the goods from abroad),
 - b. the transport documents, according to the type of transport (consignment note, carrier note),
 - c. the invoice for imported goods with information about its net weight and customs tariff,
 - d. the plans and technical descriptions of the goods.
3. In case the additional documentation is required for an individual legal transaction (certificate, measurement protocol, certificate of conformity, declaration of origin, safety certificate, instructions for safe usage and



installation in the Slovenian language, warranty sheet, etc.), it must be handed over together with the goods upon delivery.

4. Unless otherwise agreed in an individual legal transaction, the place of delivery and the passage of hazard shall be deemed to be the customer's warehouse at DDP parity (Incoterms 2020). As exception, the goods may be delivered at another location, of which the customer shall notify the supplier prior in writing.
5. The customer accepts the goods during working hours, i.e. on weekdays from 7:00 am to 3:00 pm. Unless it is explicitly agreed by the customer, it is not possible to accept the goods on Saturdays, Sundays and public holidays.

VII. PACKING

1. The supplier has to take care of the appropriate packing of the goods to ensure they are not damaged during transport.
2. Upon customer's request, the supplier is obliged to prepare and present a proposal for packing and labelling, which should be approved by the customer before the start of the deliveries.
3. The supplier must professionally pack and label the goods. The supplier is responsible at its own discretion for the damage of the goods, due to the incorrect or defective packing.
4. The packing must be ecologically sound and in accordance with the standards, for which the supplier has to obtain an adequate declaration of conformity.

VIII. BUSINESS CONFORMITY

1. The supplier ensures that it operates an ethical business and recognizes the importance of honesty and integrity in business.
2. The supplier ensures respect of all legal regulations and that it does not allow any corruption or bribery or any other illegal practices in its business.
3. The supplier operates in accordance with the relevant legislation regarding the collection and processing of the personal data.

IX. ENVIRONMENTAL PROTECTION

1. The supplier ensures that the delivered goods comply with all the regulations in the field of environmental protection and health.
2. The supplier is liable for any damage that may occur to the customer, in any way, due to the ecologically questionable delivered goods or due to inappropriate or unsuitable packing.
3. The supplier commits to pre-register, where necessary, all the chemicals or chemical substances.
4. The supplier ensures that the delivered goods do not contain minerals, originating from conflict-affected areas and high-risk areas.
5. All the waste, generated during the job, must be collected and disposed of by the contractor in accordance with the applicable laws.
6. The contractor is obliged to safely use hazardous substances and to prevent possible accidents.

X. INTELLECTUAL PROPERTY AND BUSINESS SECRET

1. The entire legal transaction, including all the documentation related to it, is considered a business secret, and the contracting parties will adequately protect the data of mutual operations on the basis of the legal transaction and prevent access to them by a third party. The responsible persons of the contracting parties are criminally and compensatory responsible for issuing the information classified as business secrets.



2. The supplier is obliged to protect the customer against the claims of third parties, which these persons would enforce in connection to the order, supplied by the supplier, due to infringement of industrial property rights (patent, model, license, trademark) and in case of a dispute, to protect its interests and reimburse it for all incurred damages (expenses prior to litigation, litigation expenses, obligation to pay compensation which should be paid by the customer, etc.).
3. The supplier is obliged to protect, as a business secret, all data and documentation, provided by the customer for the execution of the transaction. All documentation, received by the supplier from the customer, remains the property of the customer. At request of the customer, the supplier is obliged to return the stated documentation to the customer. The stated documentation must not be transmitted or reproduced and it may be used only for the purpose of carrying out the agreed transaction.

XI. STORAGE OF DOCUMENTATION

1. The supplier is obliged to keep in storage all documentation, related to the legal transaction with the customer and in relation to the delivered goods or services to the customer for another 10 years from the delivery of the goods or services, unless otherwise specified.

XII. WITHDRAWAL FROM CONTRACT

1. In the following cases the customer may withdraw from the contract without the notice period, if:
 - a. the supplier is late with the delivery of the goods,
 - b. the delivered goods or services do not have the agreed quality or have material defects, and the supplier does not eliminate them within 30 days from receiving the complaint or within a shorter period, which is specifically agreed between the customer and the supplier,
 - c. it is obvious that the supplier will not be able to meet its obligations in time.
2. In case the customer withdraws from the contract, the supplier is obliged to reimburse the customer for any damage.

XIII. COMPLAINTS

1. The customer is obliged to complain about the received quantity immediately upon acceptance, but no later than 5 working days after acceptance, and inadequate quality immediately upon detection, but not later than 6 months after acceptance.
2. The supplier must rectify any defect not later than 30 days after receiving the complaint or within a shorter period, if this is specifically agreed between the supplier and the customer, and reimburse the customer for any damage (e.g. production downtime, waste, etc.). All the expenses, related to the complaint, especially the expenses of returning the goods to the supplier, the expenses of handling the complaint, inspections and testing, and the expenses of delivery of the relevant goods shall be carried out by the supplier.
3. In the event of the supplier's inactivity or in urgent cases, the customer reserves the right to rectify the identified deficiencies on its own or with the help of a third party. The related expenses are carried out entirely by the supplier.
4. The customer is not obliged to pay for the goods and services that are in the complaints procedure within the contractual period. The payment deadline for the goods and services under complaint, begins on the day when the supplier eliminates the cause of the complaint and the customer and the supplier reach a written agreement on the value of the incurred damage.



XIV. TRANSFER OF LEGAL TRANSACTIONS

1. The supplier has the right to transfer or assign its rights and obligations from the legal transaction to a third party, provided that it obtains customer's prior written agreement.

XV. APPLICABLE LAW

1. Regarding the conclusion of the contract, the contract itself, these GBC and all possible disputes, arising from the contract or these GBC, the law of the Republic of Slovenia exclusively applies, explicitly excluding the application of private international law and the UN Convention on Contracts for the International Sale of Goods (Vienna Convention on the International Sale of Goods - CISG), in accordance to which the contract and the GBC will be interpreted. The relevant provisions of Slovenian laws and regulations regulate all rights and obligations of the contracting parties, which are not explicitly defined in the contracts or these GBC.
2. The parties will attempt to amicably resolve any disputes. If they are not successful, the court in Celje, Slovenia, has jurisdiction to resolve them for them.

XVI. FINAL PROVISIONS

1. The possible invalidity of individual provisions of the GBC or legal transactions does not affect the validity of the remaining provisions of these GBC and/or the legal transactions in which these GBC are included.
2. These GBC, and any changes, come into force on the day of publication on the seller's website - <https://www.konuskonex.si/>. The GBC are valid for an indefinite period of time or until they are changed. Prior to concluding the contract, the supplier is obliged to check the validity of the GBC and monitor any changes on the customer's website.

The day of publication on the website is 04th May 2021.

KONUS KONEX LCC.