

GENERAL CONDITIONS OF SALE FOR LEGAL ENTITIES – version V1/2022

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale (GTCS) govern the legal relationship between UNIOR, d.d., the Ročno orodje (Hand Tools) programme, which acts as a seller (hereinafter: the Seller), and the buyers of their goods, products and services from the sales programme (hereinafter: the Buyer). The GTCS apply to all legal relationships between the Seller and the Buyer, unless the Seller and the Buyer expressly agree otherwise on individual rules or obligations. Only arrangements made in writing shall be valid. The conditions apply only to the sale of goods, products and services to legal persons and individuals engaged in work activities (sole proprietors).

2. In the case of agreements between the Seller and the Buyer that regulate individual rules and obligations differently from these terms and conditions, this does not affect the validity of other provisions of these general terms and conditions. However, in case of doubt about a special agreement, only agreements in writing shall apply.

3. The Seller does not recognise any conditions of the Buyer that oppose or deviate from the GTCS, unless expressly approved by the Seller. Even if the Buyer refers to general purchasing conditions in the purchase order or in the acceptance of the Seller's offer, such purchasing conditions do not bind the Seller unless explicitly confirmed in writing.

4. By accepting the offer, accepting the goods and/or services supplied by the Seller, entering into the Contract, placing an order or conducting any other mutually acceptable act, the Buyer confirms that they accept these GTCs and that they are in full agreement with them.

II. CONCLUSION OF THE CONTRACT AND ORDERING

1. The contract between the Seller and the Buyer is concluded when the contracting parties have agreed on its essential components or when the Seller receives a written statement from the Buyer that they accept the offer.

2. The Seller shall be bound by the offer up until the offer's validity period expires as specified in the offer. The contract is concluded when the Buyer accepts the offer within the validity period and communicates it to the Seller. If the Buyer accepts the offer after the expiry of its validity period, the Seller has the right to freely decide whether or not to accept such an order.

3. The Buyer's order must be given in writing and sent to the Seller's address by post, to their e-mail address, or according to established business practice. Upon receipt of the Buyer's order, the Seller issues the Buyer with an order confirmation, stating the basic information about the Buyer, the type of goods, the quantity, the price and the confirmed delivery time, as well as any other information

related to the contract. If the Buyer does not reject the order confirmation in writing within three days or does not return the signed order confirmation to the Seller within three days, it shall be considered that the contract or order confirmation and the conditions specified therein are fully agreed to and the content of the confirmation shall be considered final and binding between the Buyer and the Seller. On confirmation of the order, the Seller shall quote the GTCS as an integral part of the sales contract with information on where the Buyer can become acquainted with its content. Alternatively, the Seller may send it as an attachment to the order confirmation. It is also considered that in the confirmation of the Buyer's order, the GTCS is an integral part of the sales contract and is binding on the Buyer and the Seller.

4. The order obliges the Buyer to purchase and take possession of all defined goods and pay the entire purchase price, only after which can they exercise any rights, unless otherwise agreed.

5. If the Buyer has refused to accept a delivery that conforms to their order and the Seller has incurred costs as a result of this, the Seller may charge the Buyer for these costs.

III. ISSUANCE OR DISPATCH AND ACCEPTANCE OF GOODS

1. The delivery period begins after the expiration of the deadline for refusal of confirmation of the order by the Buyer. The Seller reserves the right to extend the delivery period in case of force majeure.

2. Unless otherwise agreed in writing, the Seller shall deliver the products, the Seller's FCA warehouse (Incoterms 2020), in accordance with the Seller's standard packaging and delivery methods.

3. Unless otherwise agreed in writing, the Buyer shall, at their own expense, obtain import licences and any other consent necessary for the shipment of the product and shall forward them to the Seller.

4. If the Buyer does not take possession of the goods within the agreed deadline, the Seller may, at their discretion, charge them for the actual damages incurred (storage costs) or a contractual penalty in the amount of EUR 10.00/pallet or box of goods for each commenced week of delay. If the Seller charges a contractual penalty and the actual damages exceed the value of the contractual penalty, the Seller charges the Buyer the difference up to the actual value of the damages. In the event of a delay by the Buyer in obtaining the goods, the risk of accidental destruction or damage to the goods shall pass to the Buyer on the day of the delay.

5. If the Buyer wishes to postpone the contractually confirmed delivery time for any reason at their own request and the Seller approves it, the Seller reserves the right to charge the storage costs specified in item 4.

6. The Seller reserves the right to make partial deliveries.

7. The agreed delivery period shall not be considered an essential element of the contract, unless specifically agreed in writing by both parties. The contractual penalty for delayed delivery is recognised only if it is specifically agreed.

IV. PRICE AND PAYMENT TERMS

1. The Buyer is obliged to pay the purchase price per individual invoice, in accordance with the agreed payment terms, into the Seller's transaction account as stated on the invoice.

2. In case of late payment, the Seller has the right to charge statutory late payment interest, applicable from the day of delay until the date of payment. Late payment interest is calculated by the Seller with a debit note, with payment due within 8 days from the date of the debit note. The Seller also has the right to suspend the delivery of goods or withdraw from the contract in the event of late payment or non-fulfilment of other contractual obligations by the Buyer and to charge the Buyer for the damages caused.

3. The methods of payment, debt reconciliation and cessions are acceptable to the Seller after prior agreement between the contracting parties. The parties expressly declare and agree that the Seller may set off any obligation towards the Buyer with its claims against the Buyer.

4. The agreed prices do not include taxes, fees or any other charges (hereinafter: Taxes). All Taxes related to the purchased products are the responsibility of the Buyer (excluding corporation tax), unless the Buyer provides a certificate of exemption acceptable to the Seller and the competent tax authorities. If the exemption certificate submitted by the Buyer is considered invalid, the Buyer shall pay the Seller the amount of tax and any sanctions as well as the associated interest.

5. In the case of cross-border operations in the EU, the goods shall be delivered to the Buyer without VAT, provided that the Buyer is registered for VAT for cross-border transactions in the EU. The Buyer is obliged to provide the Seller with their valid VAT number, which can also be seen in the VAT Information Exchange System (VIES).

6. The Buyer undertakes not to assign any obligation to the Seller to third parties without their prior written consent. Any other actions carried out by the Seller (e.g. acceptance of payment for goods from a third party) shall not constitute consent of the Seller to assume the Buyer's debt to the Seller by means of a third party.

V. WITHDRAWAL FROM THE CONTRACT

1. In the event of breaches of obligations by the Seller, the Buyer shall remind the Seller of the fulfilment of obligations and set an additional appropriate deadline for the fulfilment of obligations, which may not be shorter than 15 days. If the Seller fails to remedy the breach within the specified period, the Buyer may withdraw from the legal transaction without notice.

2. The contracting parties agree that the Seller has the right to withdraw from the legal transaction without notice:

- a. if the Buyer owes or has not settled its obligations with the Seller;
- b. if the Buyer changes the approved credit limit with the insurance company (or agrees with the Buyer a different form of payment, e.g. advance payment);
- c. if the Buyer is subject to bankruptcy or liquidation proceedings or compulsory settlement proceedings, if a court order for payment of debts has been issued against the Buyer and their invoices are therefore blocked for more than 3 days, if in the Seller's opinion the Buyer becomes insolvent, even if the insolvency has not been established by a court, or if there are other reasons for which the Seller can reasonably conclude that the Buyer will not be able to fulfil their obligations;
- d. if the Buyer ceases trading as a business.

3. If legal transactions have been agreed for an indefinite period, each of the contracting parties may terminate it with a three-month notice period.

4. A declaration of cancellation or withdrawal shall be made by registered post, which shall be deemed to have been served at the latest by the end of the third working day from the date of the sending of the post at the post office and shall enter into force on the date of delivery.

VI. COMPLAINTS

1. The Buyer must immediately notify the Seller of obvious errors regarding the quantity and quality of the goods or services. Hidden defects must be declared by the Buyer as soon as they notice the defect. The Seller shall not be liable for defects that appear after 3 months from the acceptance of goods or services.

2. The Seller shall take into account the Buyer's complaints only if they are made in writing, in a timely manner and are justified in terms of the provisions of the Code of Obligations. On delivery of the goods,

a quantitative deviation of +/- 5 % per individual item is allowed, and such a deviation does not apply to a (quantitative) material defect. Any physical damage to the goods resulting from impact, fall, lightning strike, incorrect packaging, improper use, processing and storage, etc. shall not be a matter of warranty unless the Buyer proves that they received the goods as such at the time of signing the acceptance document.

3. The Seller is obliged to respond to the complaint and start the procedure for resolving the complaint as soon as possible, but no later than 8 days from the date of receipt of the notice of complaint. The complaint must be rectified within a reasonable timeframe in order to carry out the procedures for establishing the facts and implementing the complaint.

4. The Buyer may not return the goods about which the complaint has been made to the Seller without their written consent. However, the Buyer may not use the goods subject to the complaint procedure without the Seller's express consent, otherwise the Buyer's right of complaint for goods used will be terminated. If the Buyer fails to return the goods to the Seller at the Seller's request, the right of complaint shall be terminated.

5. The Seller shall not be liable for indirect damages, in particular for lost profits, damage to the Buyer's other belongings, damages due to failure of equipment, production downtime and/or other property and the Buyer's non-material damages.

6. In any case of damage liability of the Seller, the total and maximum liability of the Seller is limited to the value of the goods that caused the harmful event. For the claimed goods, the maximum value of the claim is considered up to the value of the issued invoice to the Buyer.

VII. EXTENDED RETENTION OF TITLE

1. The goods remain the property of the Seller even after delivery into the possession of the Buyer, until the Buyer pays the entire purchase price and any other obligations towards the Seller.

VIII. FORCE MAJEURE

1. The Seller shall not be liable for any non-fulfilment or delay caused by force majeure, such as industrial action, fire, floods, earthquakes, storms, accidents, traffic disruption, acts of any governmental authority, war, riots, epidemics or other unforeseeable events. The Seller shall also not be liable for failures or delays caused by lack of manpower, energy, raw materials, production facilities or transportation. As an example of force majeure, the measures of state authorities that would regulate the distribution of certain types of goods in a specific way or would prevent the procurement or supply of goods are also taken into account.

2. The Seller is obliged to immediately inform the Buyer about the occurrence or termination of force majeure.

3. If the force majeure lasts for more than 3 months, the parties shall make an agreement on the further course of the legal transaction. If the parties are unable to reach an agreement, each party shall have the right to unilaterally terminate the legal transaction by giving written notice to the other party.

IX. CONFIDENTIALITY

1. The entire legal transaction, including all documentation related to it, is considered a business secret, and the contracting parties shall suitably protect and disable access to data from a third party about the mutual business done on the basis of the legal transaction. The responsible persons of the contracting parties are criminally liable for the release of any data classified as a business secret.

2. The parties agree to keep the business secret and not to disclose the business secret to third parties

without the prior written consent of the other party. This does not apply to employees or associates who are in charge of reviewing this information and who need the information for their work.

3. Confidential information arising from the contractual relationship and contractual documentation shall be kept confidential by the Buyer and the Seller with due diligence, as they protect their own confidential information. Neither party may disclose or use this information for any purpose not directly related to the execution of the rights and obligations under the contract without the prior written consent of the other party.

4. Sketches, schemes, calculations, instructions, lists, reports, notes, contractual documents and other data in tangible or intangible form shall also be considered a business secret.

X. APPLICABLE LAW

1. With regard to the conclusion of the contract, the contract itself, and the GTCS, as well as any disputes arising from the contract or the GTCS, the domestic law of the Republic of Slovenia shall apply exclusively, with the exclusion of the rules of private international law, expressly excluding the application of the provisions of private international law and the provisions of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention on the International Sale of Goods – CISG), under which the contract will be concluded and the GTCS will be interpreted. The relevant provisions of Slovenian law and regulations govern all rights and obligations of the contracting parties, which are not explicitly defined by the contracts or the GTCS.

2. Disputes shall be resolved by the parties in an amicable way. If they fail to be resolved, the court in Celje (Slovenia) has jurisdiction to resolve the dispute.

XI. FINAL PROVISIONS

1. The validity of the remaining provisions of the GTCS and/or of the legal transactions in which the GTCS is included shall not be affected by the possible invalidity of any individual provision of the GTCS, conditions or legal transactions.

2. The GTCS and any amendments shall enter into force from the date of publication on the Seller's website – <https://www.uniortools.com/>. The GTCS is valid for an indefinite period or until its amendment. Before concluding the contract, the Buyer is obliged to check the validity of the GTCS and monitor any changes to it on the Seller's website.

These general terms and conditions are published in Slovenian and English. In case of a different interpretation of the content of these conditions, the Slovenian version shall prevail.

Date of publication on the website: November 2022.

UNIOR, d. d.