

## GENERAL SALES CONDITIONS OF TRIMO MSS d.o.o. No. 3/2022

### 1. Subject matter of conditions

1.1. These General Sales Conditions shall regulate contractual relationships between the company TRIMO MSS d.o.o., Prijateljeva cesta 12, Trebnje, Slovenia, ID number: 1474855000 (hereinafter referred to as the Seller) and buyers of goods and products (hereinafter referred to as the Buyer) from its sales range (hereinafter referred to as the goods).

1.2. These General Sales Conditions shall refer to all relations between the Seller and the Buyers unless agreed otherwise. When in doubt only agreements made in writing shall be considered different agreements. These General Sales Conditions shall prevail over the purchase conditions of a Buyer unless agreed otherwise in writing.

### 2. Sales range

2.1. Without prior notification the Seller can introduce new goods into a sales programme or eliminate certain goods from it, but is obliged to deliver the goods for which the order has already been confirmed.

### 3. Offers and an orders

3.1. The Seller shall submit to a Buyer an offer containing quantity, price and foreseen unbinding delivery date in accordance with the specification of a product contained in the Buyer's enquiry.

3.2. All offers without an adequate written order of a Buyer shall be considered non-binding by the Seller.

3.3. The Seller shall guarantee the conditions stated in the offer or proforma invoice only within the validity of the offer or proforma invoice.

3.4. The order is considered complete and binding for the Buyer when it contains all the data needed for the production of goods, especially, but not only, the quantity, and detailed technical specification of goods and services quality, required guarantees and certificates, type, design, specific properties, and the intended use of goods, place and time of the foreseen deliveries as well as the priorities relating to the manufacture and delivery.

3.5. The Seller shall deliver the goods on the basis of the contents of a written order in which it refers to the number of an offer or proforma invoice of the Seller and to the General Sales Conditions of TRIMO MSS d.o.o., as well as to a written confirmation of the order receipt – Order Confirmation. An order placed over the phone shall be valid only when the Seller sends an Order Confirmation in writing and the Buyer confirms it by its signature. Orders are fully processed for production by the Seller only upon receiving the signed order confirmation of the Buyer. Buyer shall sign and return the Order confirmation to the Seller within 3 working days from receipt in order for the Seller to guarantee the terms and conditions in the order confirmation. If the Seller receives the Order Confirmation from the Buyer outside the time limit of 3 working days, the Seller shall have the right to reject the late Order Confirmation.

### 4. Prices

4.1. All prices are quoted FCA warehouse of the Seller unless stated otherwise. The latest version of INCOTERMS issued by the International Chamber of Commerce, Paris, shall be applied in all cases; it is applied in offers, order confirmations, invoices and when establishing passing of the risk.

4.2. Standard packaging for road transport is included in the price; the Seller shall charge transport costs to the Buyer's destination and other transport packaging separately as stated in the offer and/or Order Confirmation. Any non-standard packaging requirements of the Buyer shall be agreed with the Seller at an additional cost and acceptance of the Buyer.

4.3. The goods for which the Seller has confirmed the order shall be delivered at a price valid at the time of the order. The price agreed is valid for the conditions agreed in the Order confirmation. The Seller is entitled to change the price and delivery terms in case of any changes in quantities, design, method of delivery or take-over, specific properties or the intended use of goods, delays and postponements applied by the Buyer. The Seller shall be also entitled to the refund of all costs incurred (also costs due to multiple organization of work in the process) and damage caused by subsequent changes in the order of the Buyer.

4.4. All liabilities in the country of goods recipient including taxes, customs duties, fees, etc. are costs of the Buyer unless agreed otherwise in the Order confirmation.

### 5. Definition of a working day

5.1. » A working day« means a time period of 10 successive hours from 06.00 a.m. to 4.00 p.m. of the same day, except Saturdays, Sundays, national holidays, and non-working days in accordance with the legislation applicable in the Republic of Slovenia.

### 6. Delivery terms

6.1. Informative delivery terms are stated in the offer or proforma invoice of the Seller.

6.2. Delivery times shall be agreed by the Seller and by the Buyer for each individual order. A date when the technical specification and the drawings has been finally harmonized and confirmed after the last applicable and adopted change shall be considered the final specification and drawing. The final delivery period is defined in the Order confirmation that the Seller sends to a Buyer.

6.3. The Seller shall inform the Buyer about the readiness of goods for dispatch by e-mail.

6.4. The Seller commits to Buyers for timely delivery in accordance with stipulation of these conditions only when the Buyer has sent signed Order Confirmation in agreed time.

### 7. Terms and conditions of payment

7.1. The standard general term and condition of payment is 50 % advance payment as order confirmation, 50 % before dispatch of goods from warehouse of the Seller unless specified differently. In case of payment after delivery the Buyer shall provide a suitable means of payment insurance (bank guarantee, letter of credit, approved an open credit limit insurance for the account of the Buyer). This credit limit is subject to a debt insurance by a 3rd party insurance company of the Seller and can be changed or withdrawn at a discretion of the insurance company.

The open debt (due and issued invoices) of the Buyer's account with the Seller shall not exceed this amount. If depending on the sequence and frequency of deliveries would indicate exceeding the agreed credit limit amount, the Buyer would accelerate the payments in order to keep the delivery of goods within the agreed terms.

7.2. In case of any other terms and conditions of payment agreed in the Order Confirmation or the contract concluded between the Seller and the Buyer, then the conditions defined in the Order confirmation or the contract concluded shall be valid.

7.3. The payment shall be considered made when the money is in the Seller's account.

7.4. The Seller is entitled to charge default interest and all other costs relating to the collection of payment.

7.5. In case of the Buyer's delay or delay by Buyer in payment or non-fulfilment of other conditions of payment and financial security, the Seller shall be entitled to immediately stop any further deliveries and all deliveries from present and other commercial relationships with the Buyer and demand additional security for the remaining part of deliveries and payment of the total damage caused to the Seller by stopping the deliveries and interrupting the work. In addition to that, the Seller has the right not to accept new orders by the Buyer or Buyer's group of companies or not to allow the shipments to the Buyer until the required payment. The suspension process will be outlined in written communication. The Seller has the right unilaterally to redefine new delivery dates, prices and other conditions.

## **8. Acceptance of goods**

8.1. In case of take-over according to the Incoterms parity FCA Trebnje the Buyer shall accept the quantity and quality of goods before they are loaded onto a means of transport. The Buyer shall announce the take-over latest 3 days before the foreseen take-over and inform the Seller how many and what dimensions of trucks to send for loading to the Buyer. If the Seller's loading capacity is exceeded the Seller shall have the right to unilaterally change the time of loading and in this case the Seller shall not be liable for any costs of damage caused to the Buyer. In case of Buyer's own transport, it shall provide an adequate truck for transport suitable for the dimensions of the goods. Otherwise, the Seller shall be entitled to reject loading of the goods.

8.2. In case of take-over in the place stated on a bill of lading or a delivery note the Buyer shall unload the truck within 4 hours of its arrival and check the quantity and quality of goods before or during their unloading. A protocol about the damage caused during transport is to be taken and signed by the carrier and the recipient of goods. Pictures of the goods damaged shall be taken before or latest during unloading. When unloading the goods the Buyer or the recipient of goods shall follow the instructions of the Seller. The Buyer is obliged to send a complaint and the pictures to the Seller no later than in 48 hours. Should the Buyer not complain about the defects in time, concretely and correctly the complaint of the Buyer is considered unfounded. In case of visible defects, which are already existing before unloading, they Buyer is obliged to provide photos of the damaged goods before unloading and make comment in the language of the delivery note on the delivery note signed by the truck driver and the Buyer.

8.3. In case of shipment by the road transport and the trucks ordered by the Seller, and the Buyer has changed the delivery dates 2 working days prior to the agreed day of dispatch/loading of delivery, the Seller has the right to charge 200 EUR per truck and all actual costs and damages (as per CMR Convention, e.g. stand-by charge,...).

8.4. A standard method of unloading the goods is by means of a fork-lift truck. The Buyer must also determinate the method of unloading at the latest when ordering transport. The Seller shall confirm a different method of unloading to the Buyer in writing at the time of placing the order. The recipient of goods shall be obliged to unload the goods in compliance with the instructions of the Seller.

8.5. The goods returned to the Seller shall have no other damage than the damage complained about. The goods shall be returned to the Seller within the term agreed.

8.6. The Buyer shall complain about any visible defects immediately or within 48 hours after the receipt of goods. Rules on goods inspection and complaining about defects remain valid in commercial traffic. When no complaints are made within 48 hours after the receipt of goods at a destination, the goods shall be considered accepted.

8.7. If the Buyer does not take over the goods within 14 days from the original agreed delivery date, the Seller is entitled to charge 1,0% of sales value of the goods ready for a take-over for each started week of delay as well as all other documented actual costs (warehousing costs, transport to warehouse, etc.) of the Seller incurred due to the delay of the Buyer when taking over the goods. In the event of a delayed take-over of goods the risk of accidental damage or destruction of goods shall pass on the Buyer on the day of the delay. If the Buyer does not take over the goods within 14 days from the original agreed delivery date, the Seller has the right to request a payment for the full value of the goods within agreed payment terms counting from the original agreed delivery date. This is done either via issuing a pro-forma invoice from the Buyer with all applicable taxes or shorten the payment terms for the time of the delay on the actual invoice upon the delivery of the goods.

8.8. Place of performance – delivery of goods is the registered office of the Seller Trimo MSS d.o.o. (Trebnje, Slovenia) or the location of the Seller's external warehouse.

## **9. Reservation of title**

9.1. The goods remain the property of the Seller until total liabilities of the Buyer are covered regardless of their basis.

9.2. Should the Buyer act contrary to the Order Confirmation or Contract concluded, especially in case of delay in payment, the Seller is entitled to take back the goods already delivered. This is not considered that the Seller has withdrawn from the Contract unless explicitly stated in written form.

## **10. Guarantee**

10.1. The Seller states that all materials used are of first quality. The Buyer shall use the products with due professional care and in accordance with the instructions of the Seller

10.2. The guarantee shall not be valid for products damaged during transport, because of unprofessional installation or use under the conditions that are abnormal when compared to data contained in the enquiry and when the Seller's instructions have not been followed.

10.3. In case of delayed take-over of goods by the fault of the Buyer the guarantee period starts on the day when the delay occurred.

10.4. The guarantee for TRIMO MODULAR UNITS is 12 (twelve) months from the date of dispatch for standard anti-corrosion loading by C3 in accordance with EN ISO 12944-2, unless agreed otherwise.

10.5. Special forms of guarantees are possible only on special request that has to be stated in the Buyer's enquiry.

10.6. The Seller is entitled to choose whether the defective goods are to be repaired, replaced by new ones, or whether compensation is to be offered.

10.7. In no case the Seller shall be liable for costs that would exceed the costs of labour and material needed for the repair of the faulty goods and for restoring them to the condition that would meet the requirements of the original guarantee period.

10.8. Should the elimination of a defect require excessive costs or is technically not feasible the Buyer shall be entitled to withdraw from a contractual relationship and require a reduction in the purchase money agreed.

10.9. A complaint of a Buyer relating to the warranty for defects and guarantee of the Seller ceases in case of Buyer's interventions, repairs or attempts to repair and also when a non-authorized third party makes repairs. The Seller shall guarantee the repairs carried out by it. The parts replaced shall become the property of the Seller.

10.10. Should the Seller not be ready to carry out the replacement performance or should it is not in the position to carry it out or if its repairs carried out for the third time prove to be unsuccessful, the Buyer shall be entitled to terminate the contract or demand a decrease in the purchase money agreed.

10.11. Supplied elements that are not Trimo MSS products are covered by to the manufacturer's warranty.

10.12. The warranty and guarantee shall not include deviations that are results of non-observance of the sequence and locations of installation on site that is defined by the Seller and determined by marks on the documents of the producer or on the products.

10.13. Should the Buyer require from the Seller that an inspection is to be carried out and/or if it is established during an inspection that complaining about defects or complaints are not founded the Buyer shall refund the costs of inspection and the damage caused to the Seller.

## **11. Installation instructions and maintenance**

11.1. Before the beginning of installation the Buyer is obliged to follow the instructions for installation and maintenance that are available on the Seller's website. The Buyer shall assume responsibility for informing the persons who will carry out the installation, inspection and maintenance of a facility about the instructions for installation and maintenance.

## **12. Liability**

12.1. The Seller shall not be liable for any damage that may occur to the Buyer as a consequence of its delays in the fulfilment of contractual obligations, especially due to incorrect or inexact data, specifications, projects or any other information provided by the Buyer and shall be entitled to demand repayment of total costs, losses or damage. The Buyer is liable to the Seller for all the damage caused and costs incurred to the Seller due to incorrect data of the Buyer as well as and especially due to a reduction or cancellation of an order.

12.2. The Seller is not liable for the damage caused indirectly to the goods, especially not for the lost profit and/or other pecuniary and non-pecuniary loss of the Buyer. The described limitation of liability shall cease if the damage is caused willfully or by gross negligence. Should the liability be excluded or limited, this applies also to fellow employees, employees, agents and executive assistants of the Seller.

12.3. The Seller shall be liable for damages up to the net contract value (Order Confirmation value).

## **13. Force majeure**

13.1. The circumstances such as force majeure, measures of state bodies and other events that cannot be prevented, eliminated or avoided, i.e. circumstances on which the contractual party has no influence are considered inability to fulfil contractual obligations for which the Seller is not liable. Lack of material in the global market of sheet metal or mineral wool and Supplier's delay are considered force majeure.

13.2. Should the fulfilment of contractual obligations become difficult or impossible due to such circumstances, the liability ceases for the period when the fulfilment is made difficult or impossible, if circumstances cannot be prevented, eliminated or avoided. In this period, such circumstances relieve the contractual party from the fulfilment of obligations and from the liability for damages due to non-fulfilment of contractual obligations.

13.3. The contractual party that claims its inability of fulfilment shall prove the existence of such circumstances that exclude its liability. It shall inform the other contractual party as soon as it is informed about such circumstances. The contractual party shall inform the other party about the termination of circumstances that caused the inability of fulfilment in the same way. If the other contractual party is not informed adequately and timely, the party claiming the inability of fulfilment is liable for the damage caused.

13.4. The inability of fulfilment in compliance with this provision shall be judged in accordance with the valid legislation and court practice.

13.5. Should the duration of circumstances exceeds 6 months, the Seller and the Buyer shall agree on a change or annulment of the contract or order.

13.6. The Seller is not liable for any delay in fulfilment or non-fulfilment of obligations relating to this contractual relation if the delay in fulfilment or nonfulfillment is a consequence of reasons beyond its control and when caused without its fault or negligence including, but without limitation, inability of suppliers, sub-contractors and forwarding agents or the Seller to fulfil their obligations in accordance with this contract, under the condition that the Seller submits an immediate written notification to the buyer including all the details about the appearance and the reasons. Dates of fulfilling shall be extended by the period lost due to the appearance of such reasons, if the parties are still interested.

#### **14. Changed circumstances**

14.1. The contractual party whose fulfilment of obligations is made difficult, or the party that cannot execute the contract due to changed circumstances can require the amendment or annulment of the contractual relationship if such circumstances appear after the conclusion of the contract that make the fulfilment of obligations of one contractual party difficult, or if the intention cannot be reached due to them, (increase in raw material prices by more than 5%, change in the type of goods, delay in delivery times due to reasons on the part of the Buyer, etc.), in both cases to such extent that the contract obviously does not correspond to the expectations of contractual parties and if it were inadequate to keep it valid as such in accordance with the general opinion. If the parties do not agree on an amendment of the contract within 3 weeks, the Seller may unilaterally withdraw from the contract.

14.2. The annulment of contractual relationship cannot be demanded, if one of the contractual parties referring to the changed circumstances considered these circumstances upon the conclusion of the contract or if it were possible to avoid them or reject their consequences. In such case the contractual party enforcing the clause on changed circumstances is liable for damages.

14.3. The contractual party demanding the annulment of the contract cannot refer to the changed circumstances that appeared after the expiry of the period set for the fulfilment of its obligations.

14.4. The contract shall not be annulled if the other contractual party offers or agrees to change suitable contractual conditions in a fair manner.

14.5. When the contract is annulled the Parties shall return or reimburse all services received to each other. A prospective decrease in value is taken into account in this case.

#### **15. Withdrawal from the contract and cancellation of the order**

15.1. The Seller is entitled to withdraw from the contract if:

- it cannot fulfil contractual obligations due to force majeure, strike or other circumstances beyond its control;
- if the Buyer has exceeded the terms and conditions of payment agreed in writing by over 20 days and the subsequent period has not agreed with the Seller;
- the contractual party has submitted unreal data about its obligations due to gross negligence and thus endangered its fulfilment of the obligations.
- the subject and conditions of delivery of goods change significantly for reasons on the part of the Buyer.

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

- the Seller willfully or by gross negligence causes that the delivery is impossible;
- the Seller does not respect the subsequent prolonged period. The Buyer grants the subsequent period to the Seller in accordance with the agreement.

15.3. When the contractual parties withdraw from the contract they shall return or reimburse all services received to each other. A prospective decrease in value shall be taken into account in this case.

15.4. Cancellation of the order or partial order is possible only with the written consent of the Seller. In case of cancellation of the order and in case of unjustified withdrawal of the Buyer from the order, the Seller shall have the right to demand payment of cancellation in the amount of 10% of the unfulfilled order in addition to claiming the incurred costs and claims.

#### **16. Guarding of business secrets**

16.1. The contractual parties oblige to guard all data arising from contractual documentation and other data arising from the contractual relationship as business secrets in the complete duration of the contract.

16.2. If there is a possibility that significant damage is caused to one of the contractual parties due to revealing some business secrets also after the expiry of the contract, the data are still considered business secrets, in any case minimally 5 (five) years after the expiry of the contract.

16.3. Business secrets shall be considered drawings, schemes, calculations, formulas, instructions, lists, correspondence, minutes, contractual documents and other data in materialized or non-materialized form.

16.4. The contractual party shall be liable for pecuniary and non-pecuniary loss when it has uncovered business secrets.

16.5. The contractual parties may define exceptions to this provision only by a written agreement.

#### **17. Assignment of receivables and notices**

17.1. The Buyer obliges not to assign any receivables due from the Seller to third parties without its previous written confirmation.

17.2. The contractual parties agree that written notices are considered those sent by suitable means of communications (e-mail, etc.)

#### **18. Disputes**

18.1. When a contract has been concluded where provisions are not in compliance with these conditions, the provisions of the contract are used for the regulation of an individual relation. These conditions are used for the regulation of relations not regulated by the contract. In cases explicitly defined by these conditions that the contrary agreement is not possible the contents of these conditions are used.

18.2. All possible disputes arising from the valid conclusion, violation, termination or legal relations arising from this contractual relationship shall be settled in an amicable way. The court in Novo mesto will be competent for disputes that cannot be settled in such a manner. The Slovene substantive law will be applied unless agreed otherwise