

TRIMO

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MODULAR SPACE SOLUTIONS

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GENERAL SALES CONDITIONS TRIMO MSS d.d. No. 1/2014

1. Subject matter of conditions:

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

1.2. These General Sales Conditions shall refer to all relations between the Seller and buyers unless agreed otherwise. When in doubt only agreements made in writing are considered different agreements. These General Sales Conditions 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 order

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

3.2. All offers without any adequate written order of a buyer are 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 when it contains all data needed for the production of goods, especially, but not only, the quantity, and specification of individual types, quality, type, design, specific characteristics, and the intended use of goods, place and time of the foreseen deliveries as well as the priorities relating to the manufacturing and delivery. If any data are missing, it is considered that the contractual parties have agreed on standard properties of the Seller's goods in this section.

3.5. The Seller produces or delivers goods on the basis of the contents of a written order in which the buyer refers to the number of offer or proforma invoice of the Seller and to the General Sales Conditions of TRIMO MSS d.d., as well as written confirmation of order receipt – Order Confirmation. An order placed over the phone is valid only when the Seller sends an Order Confirmation in writing and the buyer confirms it by its signature.

4. Prices

4.1. In offers or proforma invoices the Seller shall take into account prices stated in valid pricelists. All prices are quoted FCA warehouse of the Seller if not 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 charges transport costs to the buyer's destination and other transport packaging separately as agreed in the Order Confirmation.

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 delivery terms in case of any changes in quantities, design, method of delivery or take-over, specific characteristics or the intended use of goods. The Seller is also entitled to the refund of all costs incurred (also costs due to multiple organisation of work in the process) and damage due to subsequent changes in the order of the buyer.

4.4. All possible dues in the country of goods recipient including taxes, customs duties, fees, etc. are costs of the buyer if not agreed otherwise in Order confirmation.

5. Definition of a working day

5.1. »A working day« means a time period of 10 successive hours from 06.00 hours a.m. to 4.00 p.m. of the same day, every day in a week from (incl.) Monday through (incl.) Friday.

6. Delivery terms

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

6.2. Delivery term shall be agreed by the Seller and by the buyer for each individual order. The final delivery term 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 is responsible to buyers for the correct and timely delivery when the buyer has sent a written order and the Seller has confirmed it in the Order Confirmation.

7. Terms and conditions of payment

7.1. General term of payment is 30 days from the date of invoice. Within 8 days after the receipt of the Order Confirmation or signing of the contract the buyer has to submit an irrevocable, unconditional bank guarantee issued by a first-class bank acceptable to the Seller in favour of the Seller to secure the payment or to provide any other suitable security for the payment that the Seller confirms.

7.2. The conditions defined in the Order confirmation or the contract concluded are valid 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.

7.3. The payment is 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 related to the collection of payment in case of delay in payment.

8. Acceptance of goods

8.1. In case of take-over in the Seller's factory 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 2 days before the foreseen take-over. The carrier of the buyer shall contact the department of internal logistics, dispatch, and transport of the Seller in relation to the take-over latest until noon of the current working day if it wants to take over the goods latest to the end of the following working day.

8.2. If the buyer does not take over the goods within 14 days from the notification of readiness of the goods for take-over, the Seller is entitled to charge 0.5% of sales value of the goods ready for take-over for each started week of delay to cover the costs of the Seller that incur 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.

8.3. 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 control the goods before or during their unloading. Minutes are to be taken about any damage caused during transport; the minutes shall be signed by the carrier, the recipient of goods, and a representative of an insurance company. 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 the minutes relating to the complaint and the pictures to the Seller latest within 48 hours.

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8.4. A standard method of unloading the packages up to the length of 8 m is by means of a fork-lift truck. The Seller shall confirm a different method of unloading to the buyer in writing. The recipient of goods shall be obliged to unload the packages longer than 8 m 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 eight days after the receipt of goods. Rules on goods investigation and complaining about defects remain valid in commercial traffic. When no complaints are made within eight working days after the receipt of goods at a destination, the goods shall be considered accepted.

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 contact concluded, especially in case of delay in payment, the Seller is entitled to take back the goods. 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 is not valid for products damaged during transport, unprofessional assembly 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 MODULAR FACADE ELEMENTS Qbiss is 10 (ten) years for the anti-corrosive protection from the date of dispatch for standard anti-corrosion loading by C2, unless agreed otherwise.

10.5. The guarantee for FIREPROOF ROOF AND FAÇADE PANELS is 5 (five) years for the anti-corrosive protection from the date of dispatch for standard anti-corrosion loading by C2, unless agreed otherwise.

10.6. The guarantee for ROOFING and Trimoval PROFILED SHEET METAL is 5 (five) years for anti-corrosive protection from the date of dispatch for standard anti-corrosion loading by C2 and under the condition that the inner face of the roofing / proflation is ventilated, unless agreed otherwise.

10.7. The guarantee for TRIMO CONTAINERS and CONTAINER COMPOUNDS is 12 (twelve) months from the date of dispatch for standard anti-corrosion loading by C2, unless agreed otherwise.

10.8. The Seller guarantees the deviation from the colour share of the surface of elements, panels and sheet metal in compliance with guideline IFBS 5.01 – point 1.2.4 – i.e. $\Delta E^*ab \leq 2$ in accordance with the method CIELAB, unless agreed otherwise.

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

10.10. In no case is the Seller liable for the costs that would exceed the costs of manufacturing and material needed for the repair of the faulty goods and for restoring to the condition that would meet the requirements of the original guarantee.

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10.11. The 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-authorised third party makes repairs. The parts replaced become the property of the Seller. The Seller guarantees the repairs carried out by it.

10.12. If the Seller is not ready to carry out the replacement performance or if 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 is entitled to terminate the contract or demand a decrease in the purchase money agreed.

10.13. Elements or parts of elements subject to fast wear-and-tear or damage and elements or parts of elements that were not maintained according to the valid Sellers instructions are excluded from the warranty for defects and the guarantee of the Seller.

11. Liability

11.1. The Seller is not liable for any damage that may appear 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 it is entitled to demand repayment of total costs, losses or damage caused due to the facts stated.

11.2. The Seller is not liable for the damage caused indirectly to the goods, especially not for lost profit and/or other pecuniary and non-pecuniary loss of the buyer. The described limitation of liability ceases if the damage is caused wilfully or by gross negligence. If the liability is excluded or limited, this applies also to fellow employees, employees, agents and executive assistants of the Seller.

12. Force majeure

12.1. 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 world market of sheet metal or mineral wool and supplier's delay are considered force majeure.

12.2. 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 liability for damages due to non-fulfilment of contractual obligations.

12.3. 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.

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

12.5. If the duration of circumstances exceeds 6 months, the Seller and the buyer shall agree on a change or annulment of the contract or order.

12.6. 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 non-fulfilment 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 requirement fulfilment shall be prolonged by the period lost due to the appearance of such reasons, if the parties are still interested.

13. Changed circumstances

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13.1. The contractual party whose fulfilment of obligations is made difficult, or the party that cannot execute the contract due to changed circumstances can require 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, 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.

13.2. 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.

13.3. 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.

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

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

14. Withdrawal from the contract

14.1. 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;
- the buyer exceeded the terms and conditions of payment that have been agreed in writing by over 14 days and does not act in the subsequent period;
- the contractual party has submitted unreal data about its obligations due to gross negligence and thus endangered its fulfilment of the obligations;

14.2. The buyer is entitled to withdraw from the contract if:

- the Seller causes wilfully or by gross negligence 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.

14.3. When the contractual parties withdraw from the contract they shall return or reimburse all services received to each other. Prospective decrease in value is taken into account in this case.

15. Guarding of business secrets

15.1. 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.

15.2. 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.

15.3. Business secrets are considered drawings, schemes, calculations, formulas, instructions, lists, correspondence, minutes, contractual documents and other data in materialised or non-materialised form.

15.4. The contractual party is liable for pecuniary and non-pecuniary loss when it has uncovered business secrets.

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

16. Assignment of receivables and notices

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

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

17. Disputes

17.1. 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.

17.2. All possible disputes arising from the valid conclusion, violation, termination or legal relations arising from this contractual relationship shall be settled in an amicable