GENERAL TERMS AND CONDITIONS OF SALE ŠRAML d.o.o.

1. Introductory Provisions

These General Terms and Conditions of Sale (hereinafter: the "GTC") form an integral part of all transactions between Šraml d.o.o., Podnanos 66b, SI-5272 Podnanos, Slovenia (hereinafter: the "Seller") and any purchaser of products, goods and/or services (hereinafter: the "Buyer"), and shall apply exclusively, unless the Seller and the Buyer clearly agree otherwise in writing (either by excluding these GTC or by agreeing on specific terms for an individual sale or provision of services). The Seller expressly refers to the GTC in its quotation, pro forma invoice and order confirmation and publishes them on its website; on request, the Seller shall also provide them to the Buyer in writing. The GTC shall be binding on the Buyer where, at the time the Contract was concluded, the Buyer was aware of them or ought to have been aware of them.

Any terms and conditions of the Buyer, or any terms deviating from these GTC, shall apply only if expressly approved by the Seller in writing. An approved deviation from an individual provision of these GTC shall not affect the validity of the other provisions of these GTC.

2. Definitions

"Buyer" means the legal entity to which the Seller supplies Products and/or Services under the Contract.

"Seller" means **Šraml d.o.o.** Where the Contract relates exclusively to the provision of Services, the term *Seller* shall also include the provider of such Services.

"Manufacturer" means **Šraml d.o.o.** where this term is used in connection with the warranty provisions set out in these GTC.

"Contract" means either a contract executed by both Parties, or a purchase order issued by the Buyer and confirmed in writing by the Seller, in each case together with these GTC, which form an integral part thereof.

"Contract Price" means the agreed price specified in the Contract for the supply of Products and/or Services, including any amendments or adjustments made in accordance with the Contract.

"Insolvency/Bankruptcy" means that a Party is insolvent, transfers assets for the benefit of creditors, has a receiver, trustee or similar insolvency administrator appointed over all or part of its assets, or files for, or becomes subject to, bankruptcy, insolvency, liquidation, dissolution or any comparable legal proceedings under the applicable law.

"Products" means all equipment, parts, materials, supplies, software and any other goods which the Seller has agreed to supply to the Buyer under the Contract.

"Services" means all services which the Seller has agreed to provide to the Buyer under the Contract.

"GTC" means these General Terms and Conditions of Sale.

"Additional Works" means any services, works or increased scope of production required for the performance of the Contract which were not foreseen in the Contract due to circumstances attributable to the Buyer.

"Project" means the Products and Services forming the subject of an individual order, from confirmation of the order until delivery or, where a handover and acceptance certificate is provided for, until its signature.

"Technical Drawing" means the initial technical representation of the Products submitted by the Seller to the Buyer for approval.

"Technical Documentation" means the technical drawings, layout plans, specifications and other technical materials prepared by the Seller for the performance of the order and approved by the Buyer.

"Delivery Period" means the period within which the Seller performs the order and makes the Products ready for delivery.

3. Offers, Orders and Delivery Times

Price quotations shall be issued in writing. All prices are quoted in euros (EUR) exclusive of value added tax (VAT).

Quotations and pro forma invoices shall be valid until the date expressly stated on the document ("Valid until: DD MM YYYY"). The prices and periods stated therein shall apply only where the order is confirmed, or the advance payment made, within that validity.

The Contract is concluded on the date on which the Seller issues its written order confirmation to the Buyer. The order confirmation shall be binding on both Parties and shall apply together with these GTC. If the Buyer does not submit written comments on the content of the order confirmation within eight (8) days of its receipt, the Buyer shall be deemed to agree with that content. The performance periods shall commence in accordance with the section Performance Periods and Technical Documentation.

No amendment to or cancellation of an order shall be valid unless expressly agreed to by the Seller. Where the Seller agrees to such amendment or cancellation, the Buyer shall reimburse the Seller for all costs already incurred. The conditions governing withdrawal from the Contract are set out in the section Withdrawal from the Contract.

Delivery periods and the conditions for their commencement are set out in the section Performance Periods and Technical Documentation.

4. Performance Periods and Technical Documentation

Project types

A Project shall be classified, according to its complexity and scope, into one of the following types:

Ex-stock delivery – the Product is in stock at the time of the order confirmation and requires no changes or adaptations.

Standard project – the Product is based on the Seller's standard design and requires no material technical adaptations.

Customised project – the Product requires adaptations of the standard design to the Buyer's requirements.

Development project – the project involves the development of new or materially modified technical solutions.

The Project type stated in the quotation, the pro forma invoice or the order confirmation shall be binding for that order. Where no Project type is stated, the applicable type shall be the type whose delivery period in the table below is the first that is equal to or longer than the agreed delivery period.

Where the agreed delivery period is longer or shorter than the delivery period laid down for that Project type in the table below, the other periods in the table shall be extended or shortened proportionately, in the same ratio as the agreed delivery period differs from the delivery period in the table, the resulting periods being rounded up to whole days. The Seller shall state the periods so calculated in the order confirmation.

Where, as a result of subsequent requirements, changes or circumstances attributable to the Buyer, the Project corresponds in substance to a different Project type, the Seller may reclassify it accordingly. The Seller shall notify the Buyer in writing of the reclassification and of its effect on

the periods. The periods of the new Project type shall apply to further performance, and the Seller shall determine a new expected delivery date upon reclassification.

Performance periods

Unless otherwise provided in the quotation, the pro forma invoice, the order confirmation or another written agreement, the following periods shall apply:

Project type	Schedule
Ex-stock delivery	Technical drawing: by day 2 Buyer's response: within 1 day of receipt, by day 3 at the latest Final technical documentation: by day 3 Delivery: by day 15
Standard project	Technical drawing: by day 5 Buyer's response: within 5 days of receipt Final technical documentation: by day 15 Delivery: by day 90
Customised project	Technical drawing: by day 30 Buyer's response: within 10 days of receipt Final technical documentation: by day 45 Delivery: by day 120
Development project	Technical drawing: by day 60 Buyer's response: within 15 days of receipt Final technical documentation: by day 90 Delivery: by day 180

All periods are expressed in calendar days unless expressly stated otherwise.

The Seller's periods under this section shall not run during the Seller's collective annual shutdown; the Buyer's response periods shall continue to run. The Seller may rely on such suspension only if it has published the collective shutdown on its website at least sixty (60) days before it begins.

The periods for preparing the technical drawing and final technical documentation and for delivery are periods of the Seller, provided that the Buyer performs its obligations within the periods laid down.

Where the Seller submits the technical drawing or other documentation before its own period expires, the Buyer's response period shall begin on the day of its receipt.

The Seller shall notify the Buyer in writing and in good time of any circumstances affecting performance or the delivery period. Such notice alone shall not give rise to any right to an extension of a period without a basis in the Contract or in these GTC.

Commencement of periods

The periods shall commence on the first calendar day after all conditions necessary for the commencement of performance of the Project have been satisfied, in particular:

- the Seller has confirmed the order in writing;
- the Seller has received the agreed advance payment, where an advance payment is required;
- the Buyer has provided all data, plans, information and requirements necessary to commence performance;
- the Seller has received the required samples, where these are necessary for performance of the Project.

The Seller shall notify the Buyer in writing of the commencement date.

Where, after the commencement of performance, the Buyer's data or information prove incomplete or incorrect, the Seller shall notify the Buyer in writing of what is missing or what needs to be corrected. The provisions on Buyer delay set out in this section shall apply to the continuation of performance.

Approval of the technical documentation

The Buyer shall review the technical drawing and the technical documentation and shall, within the periods set out in the table above, approve them in writing or provide specific written comments.

Silence on the part of the Buyer shall not constitute approval of the technical drawing or the technical documentation.

Where the Buyer fails to provide written approval or specific written comments within the period laid down, this shall be deemed Buyer delay, to which the provisions on Buyer delay below shall apply.

Where the non-conformity of the technical drawing or the technical documentation results from an error of the Seller, the time required to remedy it shall not extend the delivery period.

Where the Buyer's requirements or changes exceed the previously agreed scope of the order, they shall be deemed a change to the order and may result in reclassification of the Project in accordance with the provisions on Project types set out in this section.

Before implementing a change, the Seller shall set out in writing its effect on performance, on the Contract Price and on the delivery period. The change shall be implemented upon the Buyer's written approval; until then, the originally agreed scope of the order shall apply. Waiting for approval shall be deemed Buyer delay only to the extent that the Buyer's decision actually prevents performance from continuing. Following approval, the Contract Price and the delivery period shall be adjusted in accordance with the approved change.

Buyer delay

Where the Buyer is in delay with the performance of any obligation on which the continuation of the Project depends, the Seller may suspend performance of the Project. The delivery period shall be extended accordingly.

The extension of the delivery period need not equal the duration of the Buyer's delay. During the standstill the Seller may allocate available engineering or production capacity to other orders, and the continuation of the Project shall therefore be scheduled for the first available slot having regard to capacity utilisation at that time. The Seller shall notify the Buyer in writing of the amended delivery period.

In the event of Buyer delay, the Seller shall also be entitled to liquidated damages in accordance with the section Payments, sub-section Additional Works and Costs.

5. Specification Changes

The Seller reserves the right to amend the specifications of the Products, to replace components with equivalent components and to implement technical improvements where this is necessary for technical reasons or for compliance with legal requirements. This applies only where such a change does not affect the suitability of the Products for their agreed or intended contractual purpose, does not affect or does not materially affect the value of the Products, and is reasonably acceptable to the Buyer. The change shall not affect the physical and functional interchangeability or the operation of the Products, and the new design shall be of at least the same quality as the original design.

6. Buyer's Duties

The Buyer's obligations include:

- providing, in a timely and complete manner, all data, plans and information necessary for the proper performance of the Contract, including the dimensions of the installation area, access openings, technical documentation and any applicable restrictions. This applies also to information not expressly requested by the Seller where the Buyer knows or ought to know that it is relevant to performance and that the Seller does not have it;
- ensuring that the installation area, access openings and site access are suitable for the delivery, installation and operation of the Products in accordance with the Seller's technical documentation;
- reviewing and approving the technical drawing and the technical documentation, or providing comments, in accordance with the section Performance Periods and Technical Documentation;
- sending the samples required for development and testing within twenty (20) days of receipt of the Seller's request. If the Buyer is unable to provide the samples within that period, it shall notify the Seller without delay and state clearly when the samples will be available. In the event of delay in supplying samples, the provisions on Buyer delay in the section Performance Periods and Technical Documentation shall apply;
- by signing the technical documentation the Buyer confirms that it has thoroughly reviewed all dimensions, technical data and installation conditions and agrees that they are appropriate;
- where the Buyer fails to provide appropriate data or to ensure that the installation area is properly prepared, the Seller shall not be liable for the resulting delays. The extension of periods shall be governed by the provisions on Buyer delay in the section Performance Periods and Technical Documentation, and costs by the sections Payments and Preparatory Works, Installation and Commissioning;
- informing the Seller, at the time of placing the order, of any special circumstances that may affect delivery or installation, including access restrictions, working-hour limitations, road closures or construction works. Any unusual or exceptional restrictions shall be notified at least twenty (20) days prior to the scheduled delivery or installation date;
- providing safe working conditions for the Seller's personnel at the installation site, as further specified in the section Preparatory Works, Installation and Commissioning.

7. Payments

General:

All payments shall be made in accordance with the contractual terms or the payment terms specified in the pro forma invoice, the invoice or the written order confirmation. Payments shall be made in euros, without set-off (except for undisputed claims or claims finally established by a court), restriction or condition, and without any deduction or withholding on account of counterclaims or tax obligations. Where payments include taxes or withholdings imposed by the competent authorities, the Buyer shall pay the full amount so as to include those charges.

Where the Products are delivered in instalments or by partial deliveries, the Buyer shall pay each instalment in accordance with the payment terms applicable to the entire Contract.

Late Payment:

- In the event of late payment, the Seller shall be entitled to charge statutory default interest together with all costs incurred in connection with judicial or extrajudicial debt collection, including, without limitation, reminder costs, enforcement costs, legal fees, court costs and other reasonable collection expenses.
- If payment is more than thirty (30) days in arrears, the Seller may, for all further deliveries under this and under other orders of the Buyer, require payment before dispatch or appropriate security for payment, and may withhold deliveries of the Products, the performance of the Services and production processes until the Buyer has paid all amounts due. The Seller shall notify the Buyer thereof in writing. For the period of such suspension the delivery periods shall be extended in accordance with the provisions on Buyer delay in the section Performance Periods and Technical Documentation.

Additional Works and Costs

- Irrespective of the Contract Price, the Seller shall be entitled to charge the Buyer for any Additional Works. Where unit prices for labour, materials or services have been agreed, such prices shall apply. If no contractual prices have been agreed, the Seller's applicable price list shall apply. Where Additional Works cannot reasonably be priced on the basis of the Contract or the Seller's price list, the Seller shall submit a separate quotation.
- Any request made by the Buyer that exceeds the agreed contractual scope shall be deemed an order for Additional Works unless expressly agreed otherwise in writing.
- If the Buyer disputes the execution of Additional Works or refuses to provide the agreed payment security, and such Additional Works are essential for the performance of the Contract, the Seller shall be entitled to suspend performance of the Contract. In such case the performance periods shall be extended accordingly.

- Where the Buyer, for reasons for which it is responsible, is in delay in providing the agreed data, in giving the necessary approvals, in delivering samples or in performing another agreed non-monetary obligation, and thereby prevents the Project from continuing, the Seller shall be entitled to liquidated damages of 0.4% of the Contract Price or EUR 50.00, whichever is higher, for each commenced week of delay, subject to an aggregate cap of 5% of the Contract Price.
- Payment of the liquidated damages, or reaching their maximum amount, shall not release the Buyer from performing its obligations and shall not affect the extension of periods, the reallocation of capacity or the Seller's right to withdraw from the Contract in accordance with these GTC.
- Where the Buyer is in delay with payment, the provisions on default interest and other consequences of late payment shall apply instead of the liquidated damages under the preceding paragraphs.

Taxes and Duties:

Value Added Tax (VAT) and all other applicable taxes, duties and governmental charges shall be stated separately on the invoice and calculated in accordance with the legislation in force on the invoice date.

8. Delivery; Transfer of Title; Risk of Loss; Storage

Delivery Terms

Unless otherwise agreed in the Contract, the pro forma invoice or the quotation, all deliveries shall be made EXW Seller (Incoterms® 2020). Transportation costs, special packaging, postage, insurance, customs duties and other related costs are not included in the price and shall be borne by the Buyer unless otherwise agreed in writing.

Where the Seller arranges transportation by agreement, it does so as a service for the account of the Buyer; the agreed delivery parity and the moment at which risk passes shall not be affected thereby.

Irrespective of who arranges transportation, the Seller shall provide the Buyer, in good time before dispatch, with the exact dimensions and weight of the individual Products, the requirements for unloading equipment (such as a forklift, crane or other suitable equipment) and other information necessary for safe loading, transportation and unloading.

Transportation Arranged by the Seller:

- Where transportation is arranged by the Seller, the Buyer shall provide the correct delivery address during the quotation stage.
- Should the delivery address be changed after the order has been placed, the Seller reserves the right to adjust the transportation costs accordingly and to charge the Buyer for any additional costs incurred.

Transportation Arranged by the Buyer:

- The Buyer shall be solely responsible for arranging suitable transportation and coordinating all transportation activities.
- If the Buyer fails to collect the Products on time or fails to provide appropriate transportation, the Seller shall be entitled to:
    - refuse transportation;
    - charge the additional costs of re-unloading and reloading and other costs actually incurred, the storage provision of this section applying to storage costs;
    - extend the delivery periods in accordance with the provisions on Buyer delay in the section Performance Periods and Technical Documentation.
- The Buyer shall reimburse the Seller for all such costs.

Partial and Early Deliveries:

The Seller may, subject to the Buyer's consent, make partial deliveries or deliver the Products before the agreed delivery date.

Inspection of the Products:

- The Buyer shall inspect the Products immediately upon receipt. Any discrepancies relating to quantity, type or price shall be notified to the Seller in writing no later than eight (8) days after delivery.
- Hidden defects which could not reasonably have been discovered during an ordinary inspection must be notified by the Buyer to the Seller in writing without delay after their discovery and in any event within twelve (12) months of acceptance. The periods under this provision relate to statutory liability for material defects and run independently of the warranty period under the section Warranty; the two periods shall not be aggregated.

Transfer of Title and Risk:

- The risk of accidental loss of or damage to the Products shall pass to the Buyer upon delivery in accordance with the agreed Incoterms® rule.
- In the event of delay in payment or acceptance of delivery, the risk shall pass to the Buyer at the moment such delay occurs.
- Title to the Products shall remain vested in the Seller until all of the Buyer's obligations arising out of the Contract have been paid in full (**retention of title**).

Notification and Storage:

- The Seller shall send the Buyer advance notice of the expected readiness for delivery at least ten (10) days before the expected completion of the Products. Once the Products are actually ready for delivery, the Seller shall send the Buyer written notice of readiness for collection.
- The Buyer shall take delivery of the Products no later than twenty (20) days after receipt of the written notice of actual readiness for collection. If the Buyer fails to do so:
    - the Seller may store the Products either in its own warehouse or in a third-party warehouse at the Buyer's expense;
    - storage charges shall amount to **0.4% of the Contract Price or EUR 50.00 (whichever is higher)** for each commenced week of storage. The minimum amount shall always apply. Any additional handling costs shall be charged separately at actual cost.

If the Buyer fails to collect the Products within three (3) months of receipt of the notice of actual readiness for collection, the Seller may, after prior written warning and the unsuccessful expiry of an additional period under the section Withdrawal from the Contract, withdraw from the Contract. The Seller may sell to a third party those Products of which it is entitled to dispose following withdrawal. The proceeds shall be taken into account in the settlement in accordance with the sub-section Consequences of Withdrawal of the section Withdrawal from the Contract.

- Unless otherwise agreed, payment of the full Contract Price shall be a condition precedent to shipment of the Products.

9. Preparatory Works, Installation and Commissioning

Unless otherwise agreed by the Parties, installation and commissioning of the Products are not included in the Seller's quotation.

Where the Parties agree that installation and/or commissioning shall be performed by the Seller, the Buyer shall, prior to the commencement of delivery of the Products or performance of the Services, ensure the following:

- ensure that the installation site is properly prepared, including the removal of any obstacles and the provision of unrestricted access to the installation area. If the installation site is not adequately prepared, the Seller shall be entitled to charge additional costs arising from lost time or the need for additional visits. The Seller may request photographs, videos or other visual evidence to verify that the installation site and all required connections have been properly prepared;
- transport the Products into the installation area, unpack them and position them in accordance with the Seller's instructions and the approved layout drawing. The Buyer shall, at its own expense, provide all equipment necessary for unloading and handling the Products, including forklifts, cranes, lifting devices, trolleys or other suitable equipment;
- complete all required utility installations (including electrical, water, gas and other utility connections) in accordance with the Seller's specifications and instructions. Compliance shall be demonstrated by photographs submitted to the Seller at least twenty (20) days prior to the Seller's arrival;
- upon the Seller's request, engage a qualified local specialist, at the Buyer's expense, to inspect all completed utility installations (including gas, chimney, electrical and other installations) in accordance with the legislation applicable at the installation site. The Buyer shall ensure that such specialist confirms compliance with all applicable technical and safety requirements and provides the relevant inspection documentation to the Seller;
- provide suitable working conditions, including clean and dry changing facilities for the Seller's personnel, clean sanitary facilities, secure storage space for equipment and adequate lighting. Where meals cannot reasonably be provided every four (4) hours during working hours, the Seller shall be entitled to charge daily allowances in accordance with its applicable price list;
- provide a stable data/internet connection at the site (Wi-Fi or equivalent), in particular where required for commissioning, monitoring or servicing;
- provide a sufficient number of qualified personnel together with all equipment required for positioning the Products, including forklifts, cranes, lifting devices and other appropriate equipment, in accordance with the Seller's instructions;
- appoint an authorised representative responsible for coordinating all activities between the Buyer and the Seller throughout the installation and commissioning process;
- provide personnel who will participate in training relating to the proper operation, cleaning and maintenance of the Products;
- provide all raw materials, packaging materials, oenological products and cleaning agents required for successful commissioning, as previously agreed between the Parties regarding their type and quantity.

Upon successful completion of the installation and commissioning, the Parties shall sign a handover and acceptance certificate confirming performance of the Services and marking the commencement of the warranty period. Where the Buyer neither signs the certificate nor provides specific written comments within eight (8) days of commissioning, or where the Buyer starts using the Products in regular production before then, acceptance shall be deemed to have taken place on the date of commissioning or on the date on which such use began.

10. Seller's Obligations

Where the Seller and the Buyer have agreed on installation of the equipment, and unless otherwise agreed, the Seller shall, prior to the commencement of delivery of the Products or performance of the Services, ensure the following:

- specify the location and technical requirements of all necessary utility connections (including electrical power, gas and other utilities);
- specify, in due time, all raw materials and packaging materials required for testing and commissioning;
- exercise due care in handling all property belonging to the Buyer;
- provide qualified personnel necessary for the successful installation and commissioning of the Products;
- appoint an authorised representative responsible for coordinating the installation with the Buyer and provide, in due time, a list of the personnel required for installation and commissioning;
- inform the Buyer in advance of the number of personnel involved, the expected duration of the installation and commissioning, and any specific technical requirements relating to the Products (including foundations, building heights or structural requirements).

All communication between the Buyer and the Seller shall be conducted in either the Slovenian or the English language.

11. Force Majeure

The Seller shall not be liable for any delay in, or failure to perform, its contractual obligations where such delay or failure is directly or indirectly caused by circumstances beyond its reasonable control, including, without limitation, armed conflicts, acts or threats of terrorism, epidemics or pandemics, natural disasters, strikes or other labour disputes, actions of governmental authorities, export or import restrictions, shortages of raw materials or energy supplies, or any other comparable force majeure event.

Delays affecting the Seller's subcontractors or suppliers shall constitute a force majeure event only where such delays result from circumstances beyond the reasonable control of both the Seller and the relevant subcontractor or supplier, and the Seller has exercised reasonable efforts to avoid or mitigate such delays.

Where a force majeure event occurs, the Seller's time for performance shall be extended for the duration of the force majeure event together with any additional period reasonably required to overcome its consequences.

Where the delay is caused by the Buyer or by the Buyer's contractors or suppliers, the Seller shall, in addition to an extension of time, be entitled to an equitable adjustment of the Contract Price.

Each Party shall notify the other Party without undue delay of the occurrence of any force majeure event and shall cooperate in good faith to minimise its effects.

Where a force majeure event continues for more than three (3) months without interruption, either Party may withdraw from the Contract by written notice. In such case a settlement shall be made of the work performed and the costs incurred up to that time in accordance with the section Withdrawal from the Contract, and neither Party shall have any claim for damages against the other on account of such withdrawal.

12. Confidentiality

Each Party shall treat as confidential all information relating to the performance of the Contract, whether disclosed in written, oral, electronic or any other form, directly or indirectly, and shall protect such information as confidential business information in accordance with applicable law and accepted business practice.

The receiving Party shall not use, disclose or make such confidential information available to any third party without the prior written consent of the disclosing Party, unless such disclosure is required by applicable law, a final court decision or a binding order of a competent authority.

The confidentiality obligations shall also apply to each Party's employees, subcontractors and other persons to whom access to confidential information has been granted, and shall remain in force for a period of at least five (5) years following the termination or expiry of the contractual relationship, unless a longer retention period is required by law.

The Seller shall be entitled to process and retain the Buyer's personal and business data to the extent necessary for the performance of the Contract and compliance with applicable legal obligations.

Where the Seller processes personal data on behalf of the Buyer, the Parties shall enter into a written Data Processing Agreement ("DPA") governing their respective rights and obligations in accordance with the applicable data protection legislation.

13. Compliance with Laws, Regulations and Standards

The Seller shall manufacture the Products and perform the Services in accordance with the applicable industrial standards and all applicable laws and regulations governing its business activities.

The Buyer shall ensure that the installation, operation, maintenance and disposal of the Products, as well as the use of the Services, comply with all applicable laws, safety regulations, environmental regulations and technical standards in force at the place of use.

The Buyer warrants that the use of the Products will not violate any applicable export and customs regulations, sanctions regimes or other restrictions that could affect the Seller.

The Buyer shall bear full responsibility for any consequences, liabilities, costs or damages arising from any breach of the obligations set out in this Section.

14. Limitation of Liability

The Seller's aggregate liability for all claims of any nature arising out of or in connection with the sale of the Products or the provision of the Services shall in no event exceed the total Contract Price.

Under no circumstances shall the Seller be liable for any loss of profit, loss of revenue, loss of anticipated savings, business interruption, or for any special, consequential, incidental, indirect or punitive damages, or any contractual penalty, suffered by the Buyer. This exclusion does not extend to any liquidated damages expressly assumed by the Seller under these GTC.

In the event of delay by the Seller in the delivery of the Products for reasons attributable to the Seller, the Buyer shall be entitled to liquidated damages of 0.4% of the Contract Price for each commenced week of delay, subject to an aggregate cap of 5% of the Contract Price. Such liquidated damages shall constitute the Buyer's sole and exclusive remedy in respect of delay and shall exclude any other claim for damages on that ground.

The Buyer shall claim the liquidated damages in writing no later than upon taking delivery of the Products, failing which the entitlement shall lapse. Liquidated damages shall not accrue during any period in which the delivery period is extended or suspended under the section Force Majeure or by reason of Buyer delay.

With respect to planning, development, design and engineering services, the Seller warrants that it will perform the Services professionally and with the care of a diligent expert. Since the result of such Services also depends on the properties of the raw materials and on biological, chemical and physical processes beyond the Seller's control, the Seller does not warrant the achievement of any particular result, capacity or yield unless it expressly undertakes to do so in writing in the quotation, the order confirmation or the Contract.

The limitations and exclusions of liability set out in this Section shall not apply: (i) where the Seller has caused the damage intentionally or through gross negligence; (ii) to damage to life, body or health; (iii) to liability which cannot be excluded or limited under mandatory law; and (iv) where the Seller intentionally infringes the intellectual property rights of third parties. In those cases the Seller shall be liable under the general rules of the law of obligations.

15. Warranty

Under the Manufacturer's general warranty, the Manufacturer warrants the faultless operation of the Product during the warranty period of two (2) years, commencing on the date of signing the handover and acceptance certificate or, where no such certificate is provided for, on the date of delivery. The warranty period shall in any event commence no later than thirty (30) days after notice to the Buyer that the Products are ready for collection.

For the purposes of this warranty, delivery shall also include any other transfer of the Product to the Buyer, including delivery for testing, loan, rental or lease.

During the warranty period, the Manufacturer shall, at its own expense, remedy any defect or technical deficiency arising from the proper use of the Product in accordance with the operating instructions.

In the event of any defect or malfunction, the Buyer shall notify the Seller in writing of the defect or malfunction established.

Warranty repairs may only be carried out by the Manufacturer or by a person expressly authorised by the Manufacturer.

The Manufacturer shall determine, at its sole discretion, whether defective parts are to be repaired or replaced.

Unless otherwise determined by the Manufacturer, the place of performance of the Manufacturer's warranty obligations shall be the delivery location specified in the Manufacturer's invoice.

The warranty does not cover the costs of dismantling, removal, bringing the Product back in, installation or connection.

Replacement parts shall perform the same function as the original parts, although minor visual differences may exist. All replaced parts shall become the property of the Manufacturer.

If the defect cannot be remedied, or if the repair continuously exceeds forty-five (45) days, the Manufacturer undertakes to replace the Product or to refund the purchase price to the Buyer.

Following the expiry of the general warranty period, the Manufacturer shall ensure the availability of spare parts and service support for a period of seven (7) years.

The warranty shall not apply where:

- the Product has been used or maintained contrary to the operating or maintenance instructions;
- the Product has been used for purposes for which it was not designed;
- defects result from aggressive substances contained in the processed product, the surrounding atmosphere, cleaning agents, cooling media, additives or any other substances coming into contact with the Product. The Buyer is solely responsible for ensuring that such substances are compatible with the Product;
- defects result from force majeure, external influences, overloading or inadequate maintenance;
- repairs, modifications or other interventions have been carried out by unauthorised persons or without the Manufacturer's express authorisation;
- defects result from improper electrical supply, incorrect installation or improper connection;
- the Buyer continued using the Product despite an obvious defect, malfunction or deficiency; or
- the Buyer has not properly kept or stored the Product.

Routine servicing, maintenance work and similar operations described in the operating instructions are not covered by this warranty. The warranty further excludes components subject to normal wear and tear; defects resulting from overloading; inspections and adjustments; costs arising from the Product being out of service; transport costs and any damage occurring during transportation of the Product; and compensation for any direct or indirect loss or damage arising from a defect or malfunction of the Product.

The warranty period shall run without interruption; it shall neither be suspended nor extended by reason of the Buyer's unperformed obligations. Until the Buyer has paid all amounts due, the Seller shall not be obliged to perform warranty services, and the warranty period shall continue to run during that time.

- If a warranty claim is found to be unjustified, the Buyer shall bear the costs of the repair.
- Nothing in these warranty conditions shall exclude or limit any rights of the Buyer arising from the Manufacturer's statutory liability for defects in the Product.
- The validity of the warranty shall be evidenced by the original invoice and, where applicable, the duly signed handover and acceptance certificate.
- The Buyer shall return all parts replaced under warranty to the Seller within thirty (30) days after replacement. If the replaced parts are not returned within this period, the Seller shall be entitled to charge the Buyer the value of such parts.

The warranty provider and Manufacturer is Šraml d.o.o., Podnanos 66b, SI-5272 Podnanos, Slovenia.

16. Withdrawal from the Contract

Withdrawal by the Buyer

The Buyer shall be entitled to withdraw from the Contract in the following circumstances:

- the Seller becomes insolvent or is subject to compulsory winding-up, bankruptcy, liquidation or any comparable insolvency proceedings, or there is a reasonable likelihood of the Seller becoming insolvent;
- the Seller is unable to perform its contractual obligations;
- the Seller, without justified reason, performs only part of the order and the Buyer has no legitimate interest in accepting such partial performance;
- the Seller commits a material breach of the Contract which is not remedied within a reasonable period following written notice from the Buyer.

Before exercising its right of withdrawal, the Buyer shall notify the Seller in writing of the alleged breach and its intention to withdraw from the Contract.

If the Seller fails to commence remedying the breach within thirty (30) days of receipt of such notice, or fails to remedy the breach within a reasonable period thereafter, the Buyer may withdraw from the Contract.

In such event, the Seller shall refund the payments received, less the value of the Products and Services already received and retained by the Buyer. Where the Buyer returns the Products in accordance with the sub-section Consequences of Withdrawal, no such deduction shall apply.

If the Buyer terminates the Contract without any fault on the part of the Seller, the termination shall be made in writing.

In such case, the Seller shall be entitled to reimbursement of the costs actually incurred and of the value of the work performed up to that time, including materials procured and ordered and labour costs, up to the amount of the Contract Price.

The Seller shall calculate the claim and submit it to the Buyer together with supporting evidence.

The Seller shall retain the payments received up to the amount of the calculated claim and shall refund any excess to the Buyer within thirty (30) days of the calculation.

Withdrawal by the Seller

The Seller shall be entitled to withdraw from the Contract in the following circumstances:

- the Buyer fails to perform its contractual obligations, including the obligation to pay within the agreed payment terms;
- the Buyer becomes insolvent or is subject to compulsory winding-up, bankruptcy, liquidation or any comparable insolvency proceedings, or there is a reasonable likelihood of the Buyer becoming insolvent;

- the Buyer conceals or fails to disclose facts material to the performance of the Contract, where the Seller would not have entered into the Contract had such facts been known;
- in any other circumstances provided for in these GTC, the Seller's quotation or by mutual written agreement between the Parties.

Before exercising its right of withdrawal, the Seller shall notify the Buyer in writing of the breach and its intention to withdraw from the Contract.

If the Buyer fails to remedy the breach within thirty (30) days of receipt of such notice, the Seller shall be entitled to withdraw from the Contract. Prior notice and the thirty (30)-day cure period shall not be required where the ground for withdrawal is the Buyer's insolvency or bankruptcy, or where the Buyer has concealed facts material to the performance of the order; in such cases the Seller may withdraw by written notice with immediate effect.

In such event, the Seller shall be entitled to reimbursement of the costs incurred and to loss of profit in accordance with the applicable regulations. The Seller shall retain the payments received up to the amount so calculated and shall refund any excess to the Buyer within thirty (30) days of the calculation.

Where the amount so calculated exceeds the payments received, the Seller shall be entitled to recover the difference from the Buyer. The calculation shall take into account any costs saved and the proceeds of any resale of the Products, so that no double recovery occurs.

If the Seller withdraws from the Contract without any fault on the part of the Buyer, the withdrawal shall be made in writing. In such case the Seller shall refund all payments received from the Buyer within thirty (30) days of the withdrawal.

Consequences of Withdrawal

Upon withdrawal from the Contract the Buyer shall return to the Seller any Products not paid for in full and shall grant the Seller access to the site for the purpose of their collection. The costs of dismantling, removal and transport shall be borne by the Party on whose side the ground for withdrawal arose.

For any period during which the Buyer has used the Products, the Seller shall be entitled to reasonable compensation for such use.

Each Party shall, upon withdrawal, return or destroy the technical documentation, drawings, samples and other materials received from the other Party and shall confirm this in writing upon request. All rights of use of software and documentation granted to the Buyer shall lapse upon withdrawal.

Withdrawal shall not affect the provisions on confidentiality, limitation of liability, governing law and jurisdiction, or the warranty obligations for Products delivered and paid for in full. Those provisions shall survive withdrawal.

17. Final Provisions

The Seller shall be entitled at any time to correct obvious clerical, typographical or calculation errors contained in its quotations, order confirmations, invoices or any other sales documents.

The Buyer may assign or transfer its rights or obligations under the Contract only with the Seller's prior written consent.

The Seller reserves the right to amend these GTC. Any amendment or modification of these GTC shall be valid only if made in writing. The version of the GTC in force on the date of issue of the order confirmation shall apply to the order concerned; subsequent amendments shall not affect it.

Should any provision of these GTC be held to be invalid, illegal or unenforceable, such provision shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

In the event of any inconsistency between different language versions of these GTC, the **Slovenian version shall prevail**.

The Parties shall use their best efforts to resolve amicably any dispute arising out of or in connection with their contractual relationship.

If an amicable settlement cannot be reached, **the court having subject-matter jurisdiction at the Seller's registered office shall have exclusive jurisdiction**.

These GTC shall be governed by and construed in accordance with the laws of the Republic of Slovenia.

The application of the **United Nations Convention on Contracts for the International Sale of Goods (CISG)** is expressly excluded.