

FULL CONDITIONS
of AERO-POLYPLAST D.O.O., TAX NUMBER
SI71446206

1. GENERAL INFORMATION

- 1.1 All our offers and contracts and their performance are governed exclusively by these General Terms and Conditions. Any deviation from these General Terms and Conditions must be expressly agreed in writing with us.
 - 1.2 "Other Party" in these Terms and Conditions means any natural or legal person who has entered into a contract with us or who wishes to do so.
 - 1.3 The General Terms and Conditions applied by the other party shall remain in full force and effect insofar as they do not conflict with these General Terms and Conditions.
 - 1.4 In the event of differences between the language versions of the General Terms and Conditions, the Dutch text shall prevail. The translation of the General Terms and Conditions is given exclusively in for information purposes.
- 2.0 OFFER
- 2.1 Our offers are always non-binding.
 - 2.2 The submission of tenders and/or (other) documents does not commit us to perform or accept the contract, unless the offer is irrevocable and the other party makes it clear that it accepts the offer. Unless otherwise stated, our standard documentation such as factory drawings, descriptions, instructions and certificates will be sent free of charge.
 - 2.3 Your order or acceptance of the Supplies and Services means that you accept these General Terms and Conditions.

3. DIMENSIONAL TOLERANCES

- 3.1 Information on the dimensions, weight, content and colour of our products is based on average values. If, during delivery, there are deviations from the normal and/or appropriate tolerances applicable to the products, this shall not mean that the other party shall have any right of complaint, alternative delivery, compensation or any other right.
- 3.2 The other party must accept deviations of up to 10 (ten) percent on the date of delivery. These tolerances will be indicated in the order confirmation (if any) known).

4. CONTRACT

- 4.1 In the following circumstances, a contract with us shall only be legally valid if we expressly confirm the order in writing. Confirmation of the order shall be deemed to be a correct and accurate representation of the contract.
- 4.2 Any subsequent additional contracts or amendments and (oral) contracts and/or assurances shall only be binding if confirmed in writing.
- 4.3 If the other party changes or (partially) cancels the order, we have the right to charge the other party for any associated (additional) costs and to set new delivery dates. The above shall only apply with our prior written consent and against payment for services already rendered by us.

5. PRICES

- 5.1 Unless otherwise stated, we reserve the right to change all prices quoted.
- 5.2 Unless otherwise stated,
 - our prices are per 1000 units;
 - our prices are based on the purchase price, wages, labour costs, social contributions and levies, freight rates, insurance policies and all other costs in force on the date of submission of the tender or on the date of award of the contract;
 - our prices are based on delivery at destination (DAP);
 - Our prices are exclusive of VAT and, unless otherwise agreed, include customs duties, other duties, taxes and fees. If customs duties increase by more than 0.5%, we will let you know;
 - Our prices include the cost of packing, loading and unloading, transport and insurance;
 - our prices are in EUR, but we may let you know if the exchange rate increases by more between order confirmation and delivery than 5%.
- 5.3 We have the right to notify you of price increases. If the price increases by more than 10%, the other party has the right to cancel the contract.

6. DELIVERY, DELIVERY TIMES, TRANSPORT, RISK TRANSFER, PACKAGING

- 6.1 There are no set delivery times. Delivery dates are always approximate. If we exceed the delivery dates within reasonable limits, this will not entitle the other party to cancel the order, terminate the contract or claim damages in respect of costs or losses incurred as a result of the delay in the delivery date. Force majeure arising from unforeseen circumstances such as delays in delivery to suppliers, business interruptions not caused by us and delays in transport shall not affect our contractual relationship and the other party shall be entitled to as prompt delivery as possible.
- 6.2 The other party is obliged to inspect the delivered goods and the packaging immediately upon delivery in order to identify any defects or visible deficiencies.

The other party must indicate on the delivery note, invoice and/or transport documents any defects or deficiencies in the goods and/or packaging supplied. Failure to do so will be deemed to be acceptance of the goods delivered by the other party. Notwithstanding the provisions of Article 10, no further action shall be taken in relation to such complaints.

- 6.3 Complaints about incorrect deliveries made by us must be made to us within 6 days of receipt of the goods. We will not consider complaints that you make late or that you do not make in writing.
- 6.4 Pallets can be invoiced or exchanged at your discretion.

7. HIGHER POWER

- 7.1 For the purposes of this document, force majeure means: any circumstances beyond the control of the parties or unforeseeable circumstances which mean that the other party can no longer reasonably be required to comply with this contract.
- 7.2 In the event of force majeure, we have the right to suspend the performance of the contractual obligations or to terminate the contract in its entirety. The other party will be duly informed.

8. WARRANTY AND LEGAL LIABILITY

- 8.1 It is up to the other party to consider whether the packaging requested is suitable for their product. To assist the other party in this matter, we can provide a sample that conforms to the agreed material specifications. If the other party finds that the packaging is suitable, we will make the delivery in accordance with the material specifications set out above.
- 8.2 If a defect is reported to us in time, we will, at our discretion, rectify the defect by improving or replacing it, take back the defective goods and provide a credit to be used as a purchase price or grant a discount. The other party shall not be entitled to any other claim. Such circumstances shall not give rise to a right to deferred payment.
- 8.3 We are liable for any loss suffered by the other party as a result of our failure to fulfil our contractual obligation, to the extent that such liability is covered by our insurance and up to an amount equal to the amount paid by the insurance. In addition, the other party expressly indemnifies us against any further liability.
- 8.4 If the insurer does not pay the cover for any reason, liability will be limited to the amount of the invoice.
- 8.5 The other party loses the right to any claim to which it is entitled under the (statutory) guarantee if it does not immediately comply with its obligation to investigate the defects and notify us of them. Obvious defects must be notified within 6 days of receipt of the goods. Hidden defects must be notified to us within 6 days of discovery. The statutory guarantee cannot be invoked by the other party if repairs or alterations to the products/services or other damaging measures which are not our fault have been carried out by the other party itself or by third parties.
- 8.6 The guarantee period is 1 year from the date of risk transfer. If the defect of the purchased goods is our fault, we will offer the other party an improvement in within a timeframe we consider reasonable. We have the right to choose whether to remedy the defect or to make a replacement delivery.

9. RESERVATION OF TITLE

- 9.1 Until the Buyer has paid all claims, we reserve title to the products delivered and thus secure all claims to which we are entitled on the basis of our current and future business relationship.
- 9.2 Our property rights also apply to any new goods created by processing reserved goods. The Buyer shall manufacture the new goods for us, excluding any acquisition of ownership by the Buyer, and shall keep them for us. This shall not give rise to any claim against us. If our reserved goods are processed with goods from other suppliers who retain title to the new goods, we and those other suppliers shall acquire co-ownership of the new goods at full value (including value added), excluding co-ownership by the buyer, subject to the following conditions:
- a) Our co-ownership share is proportional to the ratio between the invoice value of our reserved goods and the total invoice value of all reserved goods that are also processed.
- b) If there is a residual interest not initially reserved because other suppliers have not extended the reservation of title to the value added by the buyer, our co-ownership interest is increased by this residual interest. However, if the other suppliers have extended the retention of title to the remainder, we are only entitled to a share of it, determined by the ratio between the invoice value of our reserved goods and the invoice value of the goods also processed by those other suppliers.
- 9.3 The Buyer assigns to us as security the receivables arising from the sale of the reserved goods in accordance with our current and future deliveries of the goods, with all related ancillary rights, to the extent of our ownership interest. In the case of processing under a works contract, the claim for payment of the agreed price is already assigned to us in the amount of the pro rata amount of our invoice for the reserved goods also processed.

- 9.4 As long as the buyer duly fulfils its obligations under its business relationship with us, it may, in the ordinary course of business, dispose of the goods

in our possession and collect the receivables assigned to us itself. In the event of default in payment or in the event of reasonable doubt as to the solvency or creditworthiness of the Buyer, we shall be entitled to recover the assigned receivables and to return the reserved goods. However, withdrawal from the contract shall only take place if expressly stated in writing. If the value of the securities offered to us exceeds our claims by more than 10 %, we shall, at our discretion, release the said securities at the request of the purchaser.

10. INTELLECTUAL PROPERTY RIGHTS/MATERIAL RIGHTS FOR DESIGNS

- 10.1 Unless we agree otherwise, the conceptual and final designs, drawings, samples, models and moulds we produce remain our property at all times.
- 10.2 If we have charged the other party for the production of these designs, drawings, samples, models and moulds, this is only in relation to the contribution to the production costs of the moulds, which does not affect our remaining ownership claims. We may agree that a mould is used for a specific customer. If a mould made for a specific customer remains unused for 18 months, we will no longer be obliged to keep it. After these 18 months, maintenance will cease and the mould may be destroyed. If the other customer does not purchase the agreed quantity, we reserve the right to charge them for the pro-rata cost of the equipment.

11. PAYMENT TERMS

- 11.1 Unless otherwise agreed, payment shall be made by the other party within 30 days of the invoice date without discount or deduction. If the other party misses the due date for payment, it will be deemed to be in default under the law. In this case, we shall be entitled to charge statutory interest on the invoiced amount. The court and out-of-court costs for the collection of our receivables shall be borne by the other party and the out-of-court costs shall amount to 15% of the total amount of the receivables.

12. JURISDICTION AND APPLICABLE LAW

- 12.1 All agreements we enter into are governed exclusively by Slovenian law.
- 12.2 The Slovenian text of these General Terms and Conditions shall be binding. If one or more of the provisions of these General Terms and Conditions conflict with any provision of law, the remaining provisions of these General Terms and Conditions shall remain in full force and effect.
- 12.3 If a provision of these General Terms and Conditions is or becomes invalid or unenforceable, the remaining provisions shall not be affected. The said invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes as close as possible to the commercial objective which the parties intended to achieve by the invalid provision (independence of provisions clause).
- 12.4 All legal disputes that cannot be resolved amicably shall be submitted to the competent court in our place of business, if permitted by law.