

GENERAL TERMS AND CONDITIONS OF PURCHASE**Plastik SI d.o.o.****1. SCOPE**

The General Terms and Conditions of Purchase shall govern the contractual relations between the Plastik Group (including: **a** - Plastik SI, Proizvodnja plastičnih izdelkov d.o.o., Kolodvorska cesta 9, SI 5213 Kanal, Republic of Slovenia; **b** – Plastik SI, proizvodnja plastičnih izdelkov, d.o.o., PE Tehnochem, Jurjevica 49, 1310 Ribnica, Republic of Slovenia; **c** – Plastik INS, Proizvodnja plastične ambalaže d.o.o., Save Kovačevića bb, 22320 Indija, Republic of Serbia), (hereinafter referred to as: **Buyer**) and its Suppliers.

The General Terms and Conditions shall apply to all relations between the Buyer and the Supplier (supply of goods and services), unless the Parties explicitly agree otherwise on a case-by-case basis. Only agreements concluded in writing shall be considered valid. Also, all written communications sent through appropriate telecommunication facilities (fax, e-mail, etc.) shall be considered as written. These Terms and Conditions of Purchase shall prevail over the Supplier's Conditions of Sale, unless otherwise explicitly agreed in writing between the Parties. The General Terms and Conditions represent an integral part of a purchase order or contract.

2. PRODUCT ASSORTMENT

The list of products purchased by the buyer from the supplier (product assortment) shall be determined by the parties by mutual agreement: (1) by contract, (2) with a price list annexed to the contract (3) with the offer or (4) by special agreement. For its validity, the parties must specify: products, prices, packages, feasibility, proof, certificates, traceability... The list of products and its modifications must be provided by the supplier in writing or in electronic form. The list of products shall also include all the information which, for an individual product, are different from the rest of the sales program or a part thereof, as well as all the information that the Buyer needs for his business operation.

3. CHANGES TO PRODUCT ASSORTMENT

Any changes to the list of products or data contained therein may be communicated by the supplier to the buyer only once a month and at least one month before the effectuation of the change.

4. OBLIGATION OF THE BUYER

By defining the product assortment in the Contract, the Buyer does not undertake to buy any quantity of products except for the quantity explicitly agreed or ordered.

5. PURCHASE ORDER

The Buyer shall place purchase orders to the Supplier in writing, by fax or in electronic form. Purchase order must be specified according to required commission orders (quantities and measuring unit), delivery locations and delivery times. The Supplier shall acknowledge the purchase order in the same form and notify the Buyer of the delivery time. If the Supplier does not acknowledge the purchase orders to the Buyer within two working days, the Supplier shall be deemed to have fully accepted it. If the Supplier does not have the ordered goods available, he shall, within two working days, inform the Buyer of a new possible delivery time or, if possible, offer alternative goods. If the Buyer fails to confirm a new delivery time within two working days, he shall be deemed to have withdrawn from the purchase.

If the order acknowledgement differs from the purchase order, the Supplier shall clearly state this and mark the differences. Such acknowledgement shall be valid as a new offer by the Supplier. If the Buyer accepts such offer, the Terms and Conditions of Purchase shall be an integral part of the concluded contract.

6. DELIVERY

The Supplier shall deliver the goods to the Buyer at his own expense on DAP Buyer's warehouse delivery basis, unless otherwise specified in the Buyer's purchase order.

In the case of deliveries involving installation or assembly and in the case of services, the risk of destruction or damage shall pass to the Buyer as of the date of handover, and in the case of other deliveries, the risk shall pass as of the date of delivery at the place of use.

In all cases, the latest edition of Incoterms, adopted by the International Chamber of Commerce in Paris, will be used in relation to offers, order acknowledgement and Invoices, as well as for determination of the moment of the passing of risk. If the Parties have agreed so, the Supplier shall deliver the goods also directly to the Buyer's customer.

Partial deliveries or deliveries in excessive or insufficient quantities are subject to the prior written consent of the Buyer. Delivery of the goods to an agreed address shall be performed at the time specified by the Parties in the purchase order.

Retention of title by the Supplier in respect of the delivered goods, whatever it be, shall be null and void except in the case

where this provision of the Purchase Conditions is explicitly excluded in the Contract between the Buyer and the Supplier.

7. DELIVERY TIME

Delivery time shall be determined by the Parties as the number of days from the placement of purchase order and shall apply to all of deliveries, except to those for which a different delivery time has been expressly specified. Delivery time is determined by the Parties in writing. If delivery time for different products is different, the Parties shall determine it in the product assortment list.

Unless the Parties agree otherwise, the day on which the Buyer has issued his purchase order shall be counted as the start of the delivery time/service performance deadline.

If delivery time/service performance deadline has not been explicitly defined in the purchase order, the Supplier shall perform the delivery/services promptly.

Unless the Parties agree otherwise, delivery time window shall be maximum +/- 2 business days from the agreed delivery time.

If the Parties agree a delivery to be performed on a specified date to ensure an optimum purchasing, production or sales process ("Just in Time Delivery"), the Parties shall be deemed to have agreed a fixed delivery time in the event of a Supplier's delay. If in the case of "Just in Time Delivery" the Supplier has delivered the goods before the agreed time, the Buyer has the right to charge the Supplier additional storage and handling costs and request him to recover damages caused by the early delivery.

The delivery shall be deemed to have arrived in time if it arrives within the deadline to the point of destination designated by the Buyer (hereinafter referred to as: Place of Use); the delivery of equipment, involving installation or assembly and services, shall be deemed to have arrived in time if the Buyer has taken it over on the agreed date and/or time. As soon as the Supplier is aware that there will be a delay in delivery, he shall inform the Buyer thereof in writing and receive from him instructions on how to proceed. In such a case, delivery time will only be extended if the Buyer explicitly accepts such an extension in writing.

8. DELAYED DELIVERY OF PRODUCTS

If the Supplier has not delivered the ordered goods within the specified delivery time, the purchase order referring to the undelivered goods shall be deemed to have been cancelled and the Buyer shall place a new purchase order for the goods, unless the Buyer, in his purchase order, explicitly requests otherwise.

If the Supplier unjustifiably extends the delivery time, he shall pay a contractual penalty to the Buyer in the amount of 0.5% of the contract price for each day of delay, but not more than 10% of the contract value. If the Buyer incurs a loss higher than the contractual penalty due to an unjustified delay under this Contract, he will also charge the Supplier the difference between the contractual penalty charge and the actual damage incurred.

9. UNDELIVERED PRODUCTS

If the Supplier fails to comply with the contractual deadlines and does not start or resume the delivery after receiving a written instruction, the Buyer shall have the right:

- to demand fulfilment of the contract and compensation,
- to withdraw from the contract and assign the delivery to another supplier; charge to the former supplier any differences in the price of the delivery increased by overheads of 8%, demand a reimbursement of costs and damages and charge a contractual penalty and compensation for each day of delay, in case the new supplier could not perform the delivery within the deadline specified in this Contract.

In addition, the Buyer will charge the Supplier all costs incurred as a result of delays or problems with technical acceptance resulting from inadequate documentation. Unless otherwise agreed, the Supplier shall calculate the contractual penalty on a monthly basis and issue a credit note to the Buyer. The Supplier shall not be obliged to calculate the contractual penalty if he has been prevented to deliver the goods for the reasons of Force Majeure and if he has promptly informed the Buyer thereof.

10. AVAILABILITY

The availability of individual products (withdrawal of products and the introduction of new ones) is determined by the Supplier unless the Parties agree otherwise. The Supplier shall inform the Buyer in writing on his intention to terminate the delivery of goods and services immediately or at least six months before the delivery is terminated, so that during the transitional period the Buyer can find another suitable supplier in a due time. The quantities that the Supplier has undertaken to deliver according to the Contract or according to order acknowledgement, must be delivered regardless of the withdrawal of the product from the production range.

11. DELIVERY NOTE

All deliveries must be accompanied by a delivery note containing a precise description of the content of the shipment and the purchase order number.

12. INVOICE, ASSIGNMENT

The Invoice is sent to the Buyer immediately upon the delivery of the goods or the completed service and it must indicate all details referring to the purchase order. The wording and the layout of the Invoice shall be made in such a manner as to allow for a simple and easy comparing with the purchase order as well as reviewing of the Invoice. The purchase order number and the details referring to the purchase order must be indicated on the Invoice. Invoices for services must be accompanied by a working schedule approved by the Buyer. In the case of the supply of goods requiring export license, the Invoice must be accompanied by all the necessary supporting documents and information (Certificate of Origin, Tariff No., etc.).

The Supplier shall issue to the Buyer an Invoice for each individual delivery. The Contract Parties may also agree on periodic invoicing. At the request of the Buyer, the Supplier shall issue an Invoice for each cost centre and for each delivery location separately, unless otherwise agreed.

A collective Invoice must indicate and specify individual deliveries with delivery note number as well as the delivery place and date.

The Buyer reserves the right to refuse the Invoices that have not been made in accordance with his instructions, especially regarding purchase order details or the rules on value added tax. In this case, the Invoice shall be deemed not to have been issued and the payment term shall not start to run from the date of the originally issued Invoice.

The Supplier does not have the right, without prior written consent, to assign his claims against the Buyer to third parties, to pledge them or to make them the object of any other legal transaction.

13. PRICES

Prices are determined by the Supplier in a pricelist, unless the prices have not been mutually agreed by the Contract or an agreement. A new price shall be deemed to be a change in the product assortment list which shall be communicated by the Supplier in a manner and with the validity as defined in these Conditions in respect of the product assortment list. If the Supplier determines an earlier validity of new prices, the Buyer has the right to demand the old prices in respect of all deliveries ordered with purchase orders prior to receiving the notification about the new prices.

14. DELIVERY TERMS AND CONDITIONS

Terms and conditions of delivery shall be determined by the Parties by a contract or by a written agreement where they will determine:

(1) payment deadline, (2) discount amounts, (3) super discount amounts in the Invoice, (4) super discount amounts with credit note, (5) the amount of the discount and the payment deadline for its effectuation (6) special discounts and other conditions of purchase.

15. SPECIAL SERVICES

The Parties may determine by the Contract whether the Supplier shall also provide additional services to the Buyer in relation to the delivery of the goods:

(1) the takeover of unsold goods, damaged goods and time expired goods, (2) free promotional material, (3) free samples, (4) free brochures and catalogues, (5) support for promotional campaigns, (6) guaranteed fixed and lowest prices (7) introductory, campaign and promotional discounts, (8) integrating buyer's sales outlets into supplier's advertisements, (9) free servicing, (10) free training, (11) technical support, etc.

16. PACKAGING

The product packaging shall be determined by the Supplier unless the Parties specifically agree on a particular packaging. Any change in the packaging shall be deemed to be the change of the Product Assortment List and must be notified to the Buyer in a due time.

17. PACKAGING MATERIAL

The Supplier shall deliver the goods in transport packaging, which is in compliance with the applicable standards and regulations in Slovenia and enables the handling and protection of the goods against physical and chemical changes. Each accepted package must have the mark of the appropriate product code in the form of EAN Code, the lot number and item code. If the delivered goods are not properly marked with the EAN Code, the lot number and the Buyer's item code, the Buyer is entitled to carry out the appropriate goods marking and charge the Supplier for the warehouse and handling costs in the amount of 3% of the purchase price of the goods.

The Supplier is obliged to properly pack the goods, even when packaging and palletizing have not specifically been agreed, in such a way as to allow for handling with a forklift. The consignment must include the appropriate marks of the Supplier and the Buyer as well as other accompanying shipping documentation.

The Supplier and the Buyer agree to mutually manage the stock and perform the calculation of the packaging material (pallets, cartons, foils...) that accompany the consignments. If it has been agreed that the price of the goods does not include packaging, then the cost of the packaging will be shown separately. Unless otherwise agreed, the Supplier will reimburse the Buyer for the costs of the returned reusable packaging.

No fee shall be charged to the Buyer for returned pallets and other packaging to the Supplier. The Supplier undertakes to arrange a procedure for replacing the delivered pallets (Euro Pallets and pallets in other sizes) and other packaging in a ratio of 1:1. If the Supplier does not retrieve his types of pallets or other packaging released upon delivery, or if he does not respond within 8 days after the invitation to retrieve the said packaging, it shall irrevocably become the property of the Buyer. In this case, handling costs shall be charged to the Supplier.

Liability for damage caused by inappropriate packaging shall be borne by the Supplier.

In the case of delivery of hazardous goods, the Supplier shall comply with the applicable legal regulations, in particular the regulations governing the type and labelling of the packaging and the means of transportation.

18. PAYMENT

The Buyer shall effect the payments to the Supplier either by bank transfer to the Supplier's account or by compensation. The Parties shall provide data for the preparation of compensation deals and acknowledge the prepared compensation deals related to undisputed commitments.

The net payment deadline for the payment of the Invoice starts from the next day from the Invoice date.

Unless otherwise agreed, payment shall be effected at the Buyer's option either within 15 days with 4% discount or within 90 days in the whole amount. In the case of any identified discrepancies, the Buyer can withhold payment until the defect is eliminated. In case the payment has been made in full, it shall not mean that the Buyer acknowledges the correctness of the delivered goods or performed services, or that he waives his rights under guarantee or warranty. The payment is considered to have been made in due time if the amount is transferred to the Buyer's bank account no later than the due date of the payment. Banking costs of the receiving bank shall be borne by the Supplier.

19. ACCEPTANCE OF GOODS AND TRANSFER OF TITLE

The acceptance of goods or services, their temporary use or the effected payments shall not be deemed as the acceptance as defined in the following paragraph. The good acceptance receipts issued by the Buyer do not have the value of the acceptance certificate for the delivered goods and performed services.

Quantitative acceptance and inspection of visible defects, if any, shall be made within a reasonable period of time after the arrival of the goods or the providing of services. Acceptance and inspection regarding the quality and possible hidden defects can be made throughout the life of the product or the provided service. If a part of a consignment at random inspection does not meet the requirements of the Buyer or the normal commercial quality, the Buyer may refuse the entire consignment at the expense of the Supplier. This provision does not exclude the remaining warranted responsibilities of the Supplier.

Title to the delivered goods shall pass unconditionally to the Buyer with the acceptance of the goods, irrespective of the payment of the selling price. Retention of title or any other form of extended title of the Supplier is explicitly

excluded under this provision.

20. CLAIMS

The Buyer shall perform usual inspection of the goods during the acceptance. Usual inspection means: quantitative inspection of the received goods, inspection of possible damages of the goods and packaging (the Buyer shall not unpack undamaged goods from the packaging) and inspection of damaged goods in damaged packaging. If the quality or quantity of the goods is not in accordance with the delivery note or with the conditions of purchase arising from the contract or purchase order, the Buyer shall submit a written statement of claim to the Supplier within eight working days from the receipt of the goods, or from the detection of a defect. The Supplier shall communicate the solution to the Buyer's statement of claim within eight working days from the receipt thereof. Based on the jointly established statement of claim, the Supplier shall, at his own expense, deliver a new quantity of the goods within eight days, or remove defects on the goods or services.

21. STATUTORY GUARANTEE AND WARRANTY

The Supplier is obliged to ensure that the delivered goods comply with the regulations and the applicable standards, that they are properly labelled and that they have the agreed properties and quality. The Supplier shall also reimburse the Buyer for incurred costs and penalties that the Buyer suffered due to non-compliance with these requirements.

The Buyer can return the defective goods at the expense of the Supplier, or request removal of defects. The Supplier shall accept and settle the end users' claims relating to the Supplier's goods.

In addition to the statutory guarantee, the Supplier also warrants that the goods delivered are of prime quality, appropriate for its purpose, made of the latest materials, and professionally manufactured in accordance with technical designs, appropriate construction and properly assembled. The Supplier gives a minimum 12-month warranty for his goods and services. Regarding the goods intended for further processing and sale, the Supplier guarantees the quality and gives a warranty for these goods for the same period as the Buyer gives for the final product to the end user.

The warranty period for delivering or servicing a part that has been replaced or repaired, begins to run again after the removal of the defect.

Regarding the delivery of materials, the warranty period begins with the date of the receipt of the material, and in the case of devices and machines, it begins on the date of signing of the acceptance protocol, and in the case of services, on the day of the completion of the service.

Regarding engineering and consulting services, software and documentation providing services, and the workforce recruitment by the Supplier, the Supplier shall provide an unlimited two-year warranty for the correctness and completeness of all written or oral specifications and instructions.

Sub-suppliers of the Supplier are the executing agents of the Supplier.

If defects are detected during the warranty/guarantee period, the Supplier shall, at his own expense and at the option of the Buyer, immediately remove such defects, free of charge to the Buyer, at the place of destination, or in the appropriate period, provide a new performance of services or the replacement of delivered goods (removal of defects). In any case, the Buyer shall be entitled to reimbursement of all the costs incurred by him for the works that were necessary for the removal of defects, for example, assembling, disassembling, etc.

In particularly urgent cases, for example, in order to avoid the Buyer's delay in fulfilling the contract with third parties, or if the Supplier fails to remove defects within the deadline specified by the Buyer, or if it would not be reasonable to expect the Buyer to require removal of defects from the Supplier, the Buyer, without prior notice and at the expense of the Supplier and without providing an additional deadline and regardless of the right, shall have the right to claim damages, remove the defects, perform the services or replace the goods again, or ensure that a third party performs these activities on his behalf. The Supplier shall reimburse the Buyer for the costs of such repair, even if they are higher than the costs that would incur

if the repair was performed by the Supplier.

22. INTELLECTUAL PROPERTY RIGHTS AND QUALITY ASSURANCE

The Supplier shall insure the Buyer against any disputes relating to intellectual property that may arise from delivery of the goods or services and guarantee to the Buyer for the undisturbed use of the delivered goods and services. Regardless of other commitments, the Supplier shall protect the Buyer from all claims based on liability for products that may be initiated by a third party against the Buyer due to defects in products and services provided by the

Supplier. Nevertheless, the Supplier shall reimburse the Buyer for all costs incurred as a result of the Buyer's defence or compensation liability arising from the third party's claim, as well as compensate the Buyer for the damage suffered. At the request of the Buyer, the Supplier shall provide sufficient evidence that he has provided a proper insurance to cover these risks.

The Supplier shall, within five years upon the last delivery and upon the request of the Buyer, immediately provide the name of each manufacturer, importer, sub supplier or subcontractor, involved in the execution of the purchase order, offer his assistance in the case of litigations relating to the goods delivered or services provided, and immediately communicate all relevant data for defence against claims arising from product warranties, and in particular all necessary documentation relating to the goods delivered and services provided (e.g. product serial numbers and delivery numbers, time of production and delivery).

The devices the Supplier has installed and the goods he has delivered shall be equipped with the prescribed safety mechanisms and shall comply with the applicable safety regulations. It is also necessary always to take into account the current status and rules of technology. The devices, systems and other relevant goods must bear the CE marking according to the applicable regulations. In the case of delivery, it is necessary to provide appropriate declarations of conformity and, if necessary, provide instructions for assembly and installation. Moreover, the Supplier shall duly inform the Buyer of any changes in the production materials and their components or raw materials, the method of manufacture, semi-finished products, as well as the declarations of conformity. In the case of the delivery of equipment or other devices that require mounting, the Supplier shall deliver to the Buyer, within the usual scope, the required and strictly necessary documentation for the Buyer, including blueprints, installation and assembly instructions, processing instructions, maintenance instructions, lists of spare parts, etc. The markings must be in the Slovenian language and, at the request of the Buyer, in other languages as well. The Supplier shall make instructions for use available in both the Slovenian language and, at the request of the Buyer, in other languages as well.

23. SPECIFIC REQUIREMENTS FOR HARDWARE AND SOFTWARE

Hardware and software, unless otherwise agreed in the contract, are considered as one unit or a whole.

For the software that was not specifically developed for the Buyer, the Supplier shall grant to the Buyer a transferable and non-exclusive right to exploit and use this software. The right shall be unlimited in time if a one-time-payment is agreed. In case of the software developed specifically for the Buyer, the Supplier shall grant a transferable, exclusive and time unlimited license to the Buyer. In this case, the Supplier shall also be deemed to have transferred to the Buyer the right of reproduction, distribution, processing, adaptation or modification (and exclusive use of the work in the modified form), communication to the public and presenting, in part or in whole, at the discretion of the Buyer. The transfer of non-exclusive material copyrights and industrial property rights is temporally and spatially unlimited and includes the right to mediate and transfer the acquired rights to third parties. Unless otherwise agreed, the Supplier shall also deliver the source code of the software in the current version.

The Supplier shall install the software. After the installation, the Supplier shall handover the data carrier, which is readable on the Buyer's system and contains the source code and object code along with the associated documentation (content and structure of the data carrier, program and data flow chart, testing procedures, testing programs, error handling, etc.). In addition to this documentation, the Supplier shall provide the Buyer, before the takeover, with comprehensive, written user documentation in the Slovenian or English language, and in sufficient number of copies.

The software specially developed for the Buyer shall be deemed to have been taken over if it has run without errors or any issues in compliance with the specification during the minimum 4-week-test run. In case of doubt, this period shall begin on the date of commercial use of the software by the Buyer, or by his end user, whichever occurs later.

The Supplier undertakes to make all versions of the software containing updates ("Updates") available free of charge within the framework of warranty obligations. In addition, the Supplier undertakes to provide the maintenance of the delivered software for at least five years after the takeover under the conditions prevailing on the market. During the warranty period the maintenance fee will be reduced accordingly.

24. DRAWINGS, TOOLS, OTHER ITEMS

The Supplier shall, if necessary, provide drawings and technical calculations free of charge. The tools, moulds, samples, profiles, drawings, technical specifications and similar items, that the Buyer made available to the Supplier for the purpose of delivery, shall remain the property of the Buyer. Tools, moulds, etc., which are manufactured at the expense of the Buyer, shall become his property upon the effected payment.

The Supplier shall appropriately mark all these items and accessories in general, as the property of the Buyer and protect them from unauthorized access and use and, if necessary, make them reusable or refurbish them. Upon delivery or upon the cancellation of the purchase order they shall be returned to the Buyer. Notwithstanding other rights, the Buyer may at any time request the return of these items if the Supplier does not respect the abovementioned provisions or has difficulties in production. Retention of title of the Supplier is excluded.

The Supplier explicitly undertakes to make efforts to obtain all industrial and other permits necessary for the provision of services in the manner agreed in the contract and to make all relevant documents available to the Buyer, at his request. If special permits of public authorities, authorizations or inspections are required for the performance of deliveries and services, the Supplier shall obtain them in a due time without the right to additional payments.

The Parties agree that in the case of the existence of copyrights or industrial property rights the Supplier shall also transfer to the Buyer the right of reproduction, distribution, processing, adaptation or modification (and exclusive use of the work in the modified form, communication to the public and presenting, in part or in full, at the discretion of the Buyer). The transfer of non-exclusive material copyrights and industrial property rights is temporally and spatially unlimited and includes the right to mediate and transfer the acquired rights to third parties.

25. CONFIDENTIALITY AND PROTECTION OF GOODWILL OF CONTRACT PARTNERS

The Parties undertake to protect all information deriving from the Contract documents and all other data regarding mutual cooperation as a business secret throughout the duration of the contractual relationship and for at least five years after its expiry. Business secret is considered to be especially: a pricelist, commercial and other terms of sale, conditions for promotion of sales and advertising, invoices, purchase orders, letters, minutes, contractual documents, delivery specifications, as well as all business, commercial, technical and production documentation and all other data in paper or other format. An infringement of confidentiality may result in the immediate termination of all forms of business cooperation, and the Buyer has the right to claim damages. For an infringement of confidentiality, the responsible Party under this provision shall be liable for both tangible and intangible damages.

The Parties undertake to consistently protect the goodwill and trademarks of the contract partner within the whole period of time of their cooperation and at least for five years after its expiry. For this reason, it is not allowed to communicate negative information or opinion on the contract partner to the third parties or the public, except in the case of a court dispute.

26. INFORMATION, DECLARATION OF THE GOODS, DISPOSAL OF PACKAGING

Notwithstanding the legal provisions on information, the Supplier shall make available to the Buyer all necessary and useful information about the goods or services being the scope of the Contract, in particular the instructions for adequate storage as well as the safety specifications in accordance with Commission Directives 91/155 / EEC and 93/112/ EC. In addition, the Supplier must warn the Buyer of the possibility of the generation of hazardous waste or waste oil in the delivered goods, specifying in particular the method of disposal and possible disposal options. If the Supplier refuses to takeover such waste, or such takeover is not possible, the Buyer shall dispose of the waste by himself, in which case the costs shall be borne by the Supplier.

The Supplier guarantees that all deliveries will be performed in accordance with the purchase order and in accordance with the EC Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment (Directive 2002/95/EC). In the event of failure to comply with the provisions of the Directive and/or the relevant restrictions, the Supplier, shall - regardless of the possible claims of the Buyer under the guarantee - insure the Buyer against all claims that would result from such non-compliance.

The Supplier shall deliver the goods packed in the packaging made in accordance with the Directive of the European Parliament and the Council 94/62/EC, its amendments and the Regulation on the management of packaging and packaging waste (Official Gazette of the Republic of Slovenia, No. 84/06, as amended).

In the case of the provision of a service, which generates waste during the performance, the Supplier shall manage the generated waste as required by the law and internal instructions of the Buyer.

Waste management should be subject to the prescribed waste hierarchy (prevention, reuse, material processing, energy recovery, etc.).

The Supplier shall protect the Buyer against all claims and costs that would result from incomplete or incorrect disposal of waste.

27 . SAFETY STATEMENT TO THE AUTHORIZED BUSINESS ENTITY



The Supplier declares and guarantees unlimitedly:

1. that the goods which are manufactured, stored, delivered or transported against the order of an authorized business entity and which are delivered to an authorized business entity or are taken over from an authorized business entity for delivery are:

a) manufactured, stored, prepared and delivered in safe business facilities and in safe areas for loading and delivery, and are

b) protected from unauthorized interference during their production, storage, preparation, loading and transport;

2. that the personnel employed in the production, storage, loading and transport of these goods is trained, reliable and has the appropriate competences

3. that he has been informed that he must ensure, exactly as mentioned above, the safety of his supply chain.

28. COMPLIANCE WITH WORK HEALTH AND SAFETY RULES

The Supplier is obliged, during his presence on the premises of the company, or any of the business units of the Plastik Group, to comply with the applicable health and safety regulations and internal rules that are valid in the Plastik Group. The Supplier is obliged to do the check-in and check-out registration, to respect the internal traffic regulations, to respect the workplace smoking ban, to respect the restriction of movement and to move only in designated and marked places and to inform the responsible persons without delay of the facts and circumstances that could endanger the health and safety of the employees.

29. VALIDITY OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE AND JURISDICTION

These General Terms and Conditions of Purchase shall apply always except in the case when the Parties have expressly agreed otherwise in writing.

If the Parties fail to settle the dispute amicably, the dispute shall be settled by the court competent for the registered seat of the Buyer (i.e., the court having jurisdiction in Nova Gorica). Notwithstanding the above, the Buyer may also conduct legal proceedings at the court having jurisdiction in the registered seat of the Supplier.

The Parties agree on the exclusive application of the law in the seat of the Buyer to regulate all mutual relations regarding the sales of goods.

30. PROHIBITION OF CHILD LABOUR AND SAFETY OF YOUNG WORKERS

Under these Conditions, both the Buyer and the Supplier undertake to prohibit all forms of child labour, where the child is considered to be a person under the age of 15. Special safety for workers under the age of 18 shall be provided. Child labour is defined as any form of work for a child that interferes with his right to healthy growth and development, and prevents him from acquiring quality education. The safety of young workers, however, provides young workers with work that does not affect their health and safety.

31. ANTI-DISCRIMINATION CLAUSE:

Business partners of Plastik Group undertake to consistently respect the dignity, personal integrity and privacy of each employee.

They do not and shall not discriminate on the basis of sex, race, colour, age, health or disability, religious, political or other beliefs, trade union membership, national and social origin, family status, wealth, sexual orientation or other personal circumstances, both during the selection process and at the time of recruitment.

32. ANTI-CORRUPTION CLAUSE

The Parties agree that any contract or arrangement which, in the name or on behalf of the other contract party, promises, offers or gives to a representative or an agent of the Buyer or Supplier any undue advantage in order to obtain a business or conclude a transaction on more favourable terms, or in relation to the exemption of the required supervision over the performance of contractual obligations, or in relation to any other conduct or exemption by which one contract party is harmed and the other party, its representative or agent has been allowed to obtain illegal benefit, shall be considered null and void.

These General Terms and Conditions of Purchase enter into force as of 11 February 2020.

Plastik SI, Proizvodnja plastičnih izdelkov d.o.o. Slovenia
Peter Peternel, director

Plastik INS, Proizvodnja plastične ambalaže d.o.o. Serbia
Peter Peternel, director