

GENERAL TERMS AND CONDITIONS OF SALE**Plastik SI d.o.o. No. 2/2021****1. SCOPE**

These General Terms and Conditions of Sale shall govern the contractual relations between Plastik SI d.o.o., Kolodvorska cesta 9, SI 5213 Kanal, Republic of Slovenia (the Seller), including its subsidiary PE Tehnochem, Jurjevica 49,1310 Ribnica, and buyers of goods (the Buyer) and products from its product assortment (the Goods). The General Terms and Conditions shall apply to all relations entered into between the Seller and the Buyer unless the Seller and the Buyer explicitly agree otherwise regarding individual rights and obligations. Only agreements that have been concluded in writing shall be considered valid. Notifications through appropriate telecommunication facilities (fax, e-mail, etc.) shall also be deemed as written notifications. The Terms and Conditions of Sale shall prevail over the Buyer's Terms and Conditions of Purchase, unless otherwise explicitly agreed in writing between the Buyer and the Seller.

2. QUALITY OF THE GOODS

The Buyer shall use the products with the due diligence of a prudent businessman and consistently in accordance with the Seller's instructions. The quality and standard packaging of the goods are defined in the technical descriptions, safety data sheets and instructions for use, which are available on the website at www.plastik.si. The Seller ensures that his Goods comply with the applicable regulations on the quality of goods in Slovenia and in the European Union. The Goods are properly accompanied with a declaration and with conformity marks and marked with an EAN code.

3. PRICES

Unless specifically otherwise agreed in writing between the parties, the selling prices of the Goods shall be determined in each applicable pricelist published at the Seller's premises. Prices do not include VAT and are calculated on EXW Seller's warehouse delivery basis. The Buyer shall provide for an immediate take-over and immediate unloading of the delivered goods, otherwise the Seller shall take into account the costs in this respect in the final settlement of the delivered goods. In all cases, the latest edition of Incoterms, adopted by International Chamber of Commerce in Paris, shall be used in relation to offers, order acknowledgement and invoices and the determining of passing of risk. The Seller shall notify of the change in the pricelist at least 15 days before introducing new prices.

Packaging costs are included in the prices of the Seller's products, except the cost of the pallets, which are charged separately by the Seller to the Buyer. If the Buyer returns the undamaged and properly preserved pallets to the Seller, he will be issued a credit note for the value of the returned pallets at the same price the Seller has invoiced. The Buyer can return up to as many pallets as invoiced by the Seller. For contracts whose value without VAT does not exceed € 200, the Seller may charge extra costs for the preparation of the shipment in the amount of € 10. The cost is charged for shipments sent by the Seller via post, via courier services or by truck, and in the case of personal takeover by the Buyer, the cost is not charged. The Seller may additionally charge the Buyer's specific requirement in respect of quality or packaging or any other conditions of production, or delivery. The Seller can determine the minimum quantities of products per order. The Seller may charge extra costs for the preparation of the goods in the amount of the actual additional costs of the Seller beyond the usual scope of work.

4. PAYMENT TERMS

The buyer may perform the acceptance of the goods after the payment of the proforma invoice or when the seller receives the payment for the purchase into his account, unless explicitly otherwise agreed. If the seller and the buyer agree to a deferred payment, the claim shall be deemed to have originated on the date of delivery of the goods to the buyer. Payment for the purchase shall be deemed to be effected when it arrives at the seller's bank account. Offsetting or any other method of payment shall be permitted only in the case where the parties have previously explicitly agreed in writing. In case of overdue payments, the seller has the right to charge statutory default interest and any expenses incurred in connection with recovery. If the buyer has overdue payments, or if the sum of the buyer's undue payments exceeds the agreed or specified value (approved limit) by the seller, further deliveries to the buyer shall be made only in case of receipt of advance payment (advance payment), or payment on delivery, or in case of receipt of additional collateral for repayment of obligations as determined by the seller. In the event of a delay, the seller may make a unilateral statement to the buyer that from the date of dispatch of the notification of the consequences of the delay, all other obligations of the buyer are due for payment. If the buyer has outstanding due obligations to the seller on the last day of the current year and if they are not settled within the next 15 days, the seller has the right to unilaterally suspend the buyer's claim or to revoke his right to claim, quantity or value and other additional discounts for the financial year in question. The buyer undertakes not to assign any claims against the seller to third parties without his prior written consent.

5. ACCEPTANCE OF ORDERS

The seller accepts orders in writing. Responsibility for any errors in the supply in the event of an oral order or an oral modification of a written order shall be solely borne by the buyer.

6. DELIVERY AND ACCEPTANCE OF THE GOODS

The seller usually delivers the ordered goods to the buyer within 10 working days of receipt of the order, unless explicitly provided otherwise in order confirmation. If the seller is unable to deliver the goods within the agreed delivery time, he shall inform the buyer before the end of the delivery time. If the seller delivers the ordered goods to the location specified by the buyer, they shall be obliged to perform the acceptance of the goods immediately, but not later than one hour from the arrival of transportation vehicle, otherwise the seller may charge the buyer the demurrage according to the price list. The buyer is obliged to confirm the acceptance of the goods by indicating the name of the person (in printed letters) and the signature of the person who has performed the acceptance of the goods at the buyer's location. If there is no person to perform the acceptance of the goods at the acceptance location, the goods shall be transported back to the seller's warehouse, with the buyer covering both transportation and additional handling costs. If the buyer does not perform the acceptance of the goods even within 8 days from the date of the receipt of the notice of readiness for acceptance, the seller may charge € 0.5 per pallet spot per each day of delay, as the cost incurred by the seller due to the delay of the buyer's acceptance of the goods. In the event of delayed acceptance of the goods, the risk of accidental damage or destruction of the goods passes from the seller to the buyer as of the first day the buyer is in delay. If the buyer fails to perform the acceptance of the goods manufactured in accordance with his individual requirements (e.g. preparation of required shades of colour, the goods made according to the explicit instructions of the buyer, etc.), the seller shall first warn him in writing about the acceptance of such goods. If, despite the express written warning, the buyer does not take over the ordered goods after the expiry of the 8th day from the receipt of the warning, the seller shall have the right to charge the ordered goods to the buyer according to the applicable price list and, at the same time, charge him any additional costs for storing, processing or destruction of those goods. The risk of accidental destruction or damage of the goods and liability for damage passes from the seller to the buyer at the moment of delivery of the goods. If the buyer has specific transportation requirements, the seller may charge him with higher transportation costs.

7. COMPLAINTS

Complaints concerning the quantity and quality of the goods must be communicated in writing to the seller immediately upon acceptance and at the latest within two days (48h) after dispatch of the goods, otherwise the goods are considered accepted and subsequent complaints of visible defects are no longer possible. The Buyer shall have the right to make a complaint on hidden defects not later than six months after dispatch of the goods. Damaged goods must be photographed or retrieved with the appropriate samples delivered to the seller together with the complaint letter. The goods returned to the seller shall not have other damages than those reported and must be returned to the seller within the agreed time. If the goods have a defect, the seller has the choice either to remove the defect or to replace defective goods. The seller determines if he will replace the defective goods, remove the defect on the original goods, or pay compensation to the buyer. As regards making complaint about defective goods, the parties are bound by the applicable rules on the investigation of the goods and reporting the defects in trade business. The seller is not obliged to accept inadequately or incompletely documented complaints. The seller shall assume no responsibility for complaints in the case of improperly selected goods, inadequate storage, inadequate use due to non-compliance with technical instructions and the use of products whose storage life or shelf life has expired. If a complaint is justified, the seller is obliged to organize the return of claimed goods and the replacement with new one. The Seller shall not be liable for any damages incurred by the buyer as a result of the buyer's delays in fulfilling the contractual obligations, in particular not due to incorrect or inaccurate data, specifications provided by the buyer, and he has the right to claim reimbursement of any costs, losses or damages arising from such conduct. For damages not directly incurred to the goods, the seller shall not be liable, in particular for indirect damage or expenses, for the loss of profit and/or other property and non-property damage to the buyer. The described limitation of liability shall not apply if the damage is caused deliberately or through gross negligence. If liability is excluded or limited, this also applies to the respective seller's assistants.

8. RETURN OF THE GOODS

The buyer can return the purchased goods only if there is an explicit prior written agreement with the seller. In that case, the goods must be returned in their original undamaged packaging and bear the original markings.



9. FORCE MAJEURE

If force majeure or other extraordinary circumstances arise (natural disasters such as fire, flood, earthquake, unforeseen disruption to production due to epidemic, strike or other interruption of work, as a result of administrative or other administrative restrictions or prohibitions such as a shortage of goods or raw materials with the manufacturer's supplier, energy reductions and other obstacles that are beyond reasonable control of the contracting parties) the delivery time of the goods may be extended accordingly for the duration of force majeure or other exceptional circumstances. In the event of such a situation, the seller will notify the buyer thereof within one working day.

10. RESERVATION OF TITLE

The goods sold shall remain the property of the seller even after they are handed over to the buyer until the buyer pays the full purchase price and any other obligations. The goods remain owned by the seller until all the buyer's obligations have been settled, regardless of their foundation. If the buyer fails to comply with mutual arrangements, especially in the event of overdue payment, the seller shall be entitled to take the goods back. This shall not be deemed to have withdrawn from the contractual relationship by the seller unless he expressly declares so in writing at the time of the acceptance of the goods.

11. PROTECTION OF CONFIDENTIALITY AND GOODWILL OF THE CONTRACTUAL PARTNER

The Parties undertake to protect confidentiality of all information arising from the contractual documentation and any other information relating to mutual cooperation as professional secrecy throughout the duration of the contractual relationship and for at least 5 years after its expiry. In particular, the following shall be considered confidential: price list, commercial and other sales conditions, sales and advertising promotion conditions, invoices, orders, letters, minutes, contract documents and any other information in tangible or intangible form. The party disclosing the confidential trade information is liable for both tangible and intangible damage. The Contracting Parties shall undertake throughout the entire period of cooperation and, for at least 5 years after its completion, to consistently protect the goodwill of the contractual partner and his trademarks. Consequently, they may not provide negative information or opinions on the contractual partner or any public comments to third parties or the public, except in the event of a court dispute.

12. DECLARATION ON PACKAGING WASTE MANAGEMENT

The seller explicitly declares that as regards the packaging material he delivers together with his products to the market of the Republic of Slovenia, he acts in accordance with the prescribed handling of packaging waste pursuant to Regulation on the Management of Packaging and Packaging Waste (Official Gazette of RS, No. 84/06 with all amendments).

13. VALIDITY OF GENERAL TERMS AND CONDITIONS OF SALE AND JURISDICTION

These General Terms and Conditions of Sale shall apply in all proportions, unless the parties explicitly otherwise agree in writing. By submitting a written order, the Buyer shall also be deemed to explicitly accept the obligations under these Seller's General Terms and Conditions and any other documents to which these terms are related. The General Conditions also apply to the Seller's services. For some rights or obligations between the Seller and the Buyer that are governed by compulsory (cogent) consumer protection rules in different manner compared to these General Conditions, the individual relevant cogent provisions in the field of consumer protection are directly applicable. If an amicable settlement of disputes between the parties is not possible, the court in the seat of the Seller (i.e. the Court in Nova Gorica) will have jurisdiction in the settlement of the dispute. Despite the above, the Seller may conduct legal proceedings in a court of law also in the place of the Buyer. For the purpose of the settlement of all mutual relations, the parties shall provide for the exclusive jurisdiction based in the place of the registered office of the Seller. These General Terms and Conditions are available on the website at www.plastik.si and on the premises of the company Plastik Si d.o.o. and industrial shop in Kanal.

These Terms and Conditions apply as of 11 February 2020

Plastik SI, Manufacture of plastic products d.o.o. Slovenia

Peter Peternel, director

