

General

General conditions for purchasing shall be an integral part of the purchase contract and the order, respectively, and regulate purchasing in general. All contracts and orders shall be made in writing.

Specifications and offers

If the Buyer's order refers to the specifications or offers submitted by the manufacturer or Supplier (provided that the conditions from this offer are not in contradiction with any quotations and conditions in the order), such specifications or offers shall be an integral part of the order.

The Manufacturer or the Supplier is obliged to report to the Buyer any changes made to specifications or safety data sheets. Safety data sheets must be made according to REACH ordinance.

The Manufacturer or the Supplier is obliged to inform the Buyer if supplied preparations/products contain substances that are contained in the list of SVHC (substances of very high concern that are included in Annex XIV of the REACH Regulation), immediately after the substances have been added to the SVHC list.

The Manufacturer or the Supplier is obliged to inform the Buyer if supplied preparations/products are not registered or pre-registered according to the REACH Regulation.

Quality and claims

The Supplier shall guarantee that all the goods supplied according to the order are in compliance with the requirements as regards the quality and other conditions quoted in the Supplier's offer or mutually agreed specification.

The goods supplied in accordance with the order shall be inspected and approved by the Buyer. An integral part of delivery documents for all raw materials is an analysis certificate, which is the base for the quality acceptance of raw materials. If the quality determined does not comply with the quality stated in the analysis certificate, the costs of testing shall be borne by the Supplier. If the Buyer rejects the goods, the Supplier shall be notified and the Buyer may either

- a) return the rejected goods to the Supplier at the Supplier's expense and risk, or
- b) the Buyer retains the goods at the Supplier's expense and risk and handles the goods as instructed by the Supplier.

The consequences of breakdowns in production, which are due to the poor quality of delivery, are borne by the Supplier. The costs are calculated for each individual case separately, the basis being the loss in turnover due to the quantity decrease of manufacture, production standstills or extraordinary change and additional work on account of poor quality.

The Buyer shall notify the Supplier in writing of the claims about the quantity claims and visible defects immediately upon receipt of the goods. The Buyer shall notify the Supplier in writing of hidden defects immediately upon their discovery and within 2 years after receipt of the goods at the latest, respectively. The Supplier is obliged to assure the Buyer the quality as agreed and to replace the goods prior to the expiry date. The expiry date is defined in the specification.

The Supplier shall answer the Buyer in writing within 24 hours from receipt of the claim.

For every claim, the Supplier shall be charged a fee in the amount of € 65,00. For this amount, the Supplier issues a credit note to the Buyer.

Prices

The prices, which are quoted in the Buyer's order, apply to every delivery. If the price in the invoice deviates from the price in the order, the Buyer shall not pay the invoice but return it to the Supplier, unless the Buyer and the Supplier agree otherwise.

Prices in Buyer's orders do not include VAT (value added tax) or any other taxes.

Quantity

The quantity of goods quoted in the order shall be neither exceeded nor deficient upon delivery without the Buyer's prior written or oral consent. Partial deliveries are acceptable if approved by the Buyer in writing.

In case of deliveries in tanks the maximum deviation of the actually supplied quantity from the quantity quoted in the order is 0.5 %. If the deviation is higher, the entire difference in the quantity goes to the burden of the Supplier.

Goods acceptance

The goods (and the Supplier's acceptance of the goods for which a claim was filed) can be delivered every working day from Monday to Friday, from 7.00 a.m. to 2.00 p.m., for tanks from 7.00 a.m. to 1.00 p.m., except if agreed otherwise.

The following shall be enclosed to the delivery documents:

- delivery note with a specification according to lot or an invoice,
- quality certificate for raw materials,
- manufacturer's check weighing note for goods delivered in tanks,
- CMR/Bill of lading/CIM/AWB,

- EUR.1 or an invoice with a declaration of preferential origin for goods of preferential origin from import or a declaration of preferential origin for domestic goods (according to COUNCIL REGULATION (EC) No 1617/2006 amending Regulation (EC) no. 1207/2001 regarding effects of the introduction of the pan-Euro-Mediterranean cumulation of origin).

All delivery documents shall include the number of the Buyer's order, Buyer's goods code and commercial name of the goods. Goods delivered to the Buyer must be marked with Buyer's goods code and Buyer's order number.

Delivery documents are obligatory part of each delivery. If the Supplier does not provide these documents at the time of delivery, the invoice for these goods shall not be paid.

Deliveries

The Supplier shall notify the Buyer of every impediment that could delay the delivery. In case that the quality of goods is unsatisfactory or the delivery of goods in delay, the Buyer is not obliged to accept or pay such goods, which also applies to any partial delivery not yet implemented. If the conditions for delivery are not fulfilled, the Buyer can charge the Supplier for the damage arising from not fulfilling the conditions and may arrange for a substitute delivery with the other Supplier (covering purchase), except if an agreement about a delayed delivery is made in writing.

Place of performance

If not otherwise quoted in the order, the place of performance and payment is the seat of the Buyer.

Packing and transportation

The Buyer does not take the responsibility for any packing, however, the Buyer shall return all the empty returnable packing.

The price includes the costs of packing and transportation to the Buyer's factory. The Buyer shall reject all deliveries, in whose accompanying documentation it is quoted that the final consignee shall cover the shipping expenses.

Each parcel shall be equipped with a list quoting the Supplier's name, the content of the parcel and the Buyer's number of order. Labelling hazardous chemicals shall be in compliance with the EU legislation and ordinance regarding REACH.

The Supplier is obliged to submit the Buyer all necessary information or statements in accordance with the applicable legislation regarding Buyer's responsibility to report on:

- packing and waste packing;
- Intrastat;
- excise;
- waste disposal electrical and electronic equipment.

The Supplier is obliged to equip the goods delivered to the Buyer, correctly and entirely in accordance with the applicable legislation. The Buyer can require the Supplier to specially designate the goods and can reject the goods if not designated in the agreed manner (and demands for the faults to be eliminated at the Supplier's costs).

Invoices and payments

The date on the invoice may not differ by more than 10 days from the date of goods delivery/services carried out.

Exempt supplies of goods within the European Union in accordance with the provisions of the 2010/45/ES Directive in relation to the amendment of Directive 2006/112/EC: The deadline for billing is not later than 15th day of the month following the month in which the taxable event occurs (the taxable event occurs when the goods are delivered/services carried out).

The payment term starts on the date of receiving the correctly issued invoice. The invoice falls due within 60 days from the invoice date, unless otherwise specified in the order and the contract respectively. None of the invoice shall be paid, if the goods were not ordered by the Buyer's purchasing department.

All invoices for the goods supplied according to this order shall be submitted into payment to the addressee, unless the person or the company, to whom the order was addressed, notifies the Supplier otherwise prior to delivery.

Origin of goods

The Supplier is obliged to submit the Buyer the valid confirmation about the origin of goods upon the delivery at the latest: the Supplier's short- or long-term declaration about the preferential origin of the goods (according to COUNCIL REGULATION (EC) No 1617/2006 amending Regulation (EC) no. 1207/2001 regarding effects of the introduction of the pan-Euro-Mediterranean cumulation of origin), in which the customs tariff for the delivered goods is quoted too.

The Supplier is obliged to submit to the Buyer a proper declaration, even if the goods are not of preferential origin.

Anti-corruption clause

If evidence is introduced that the Supplier directly or indirectly gave or offered to a person employed with the Buyer or performing purchasing businesses for the Buyer according to any of the commercial arrangements, pecuniary or other material rewards and benefits in order to make the Buyer do business with the Supplier, the Supplier and the Buyer hereby agree that the Buyer may request and achieve such a business be cancelled and annulled. Should such a case arise, the parties shall deliver to one another everything what they received from the other party in the course of the respective business, at which it applies that the Supplier is the first to return what it received to the Buyer, after which the Buyer is to return what it received to the Supplier. Furthermore, the Buyer is entitled to receive compensation as if the Supplier fulfilled none of the commitments from the annulled business.

For every such a breach proven, the Supplier shall pay a penalty in the amount of 20% of the value of the (entire) business, at which the Buyer shall retain the option of requesting a higher amount when compensation exceeds the value of contract penalty.

Confidentiality

The contracting parties undertake to safeguard all data, information, deeds, expertise, documents and other official materials (hard copies, electronic media) exchanged under the contract/order, confidential as trade secrets. The data and information explicitly designated trade secrets or if such a status unambiguously ensues from their nature are considered trade secrets including but not limited to the data, for the disclosure of which it can be anticipated to cause damage to the party.

The contracting parties may not disclose trade secrets, confidential data and information to third parties and may only use them for fulfilment of their obligations under the contract/order. Subcontractors are not considered third parties if the Supplier ensures they respect the obligation of safeguarding trade secrets in the same manner as the Supplier.

All persons engaged in providing services under the contract/order shall safeguard trade secrets for at least 5 years after the final acceptance protocol has been signed or, in the event of terminating the contract/order, for at least 5 years after such a termination, unless a longer term has been defined in the contract/order.

This provision complements and does not replace the provisions on trade secrets in the contract / agreement.

Special rights

The Supplier guarantees that none of the goods delivered according to this order violates the trademarks of third parties.

Final provisions

The quoted conditions for purchasing are valid irrespective of whether the Supplier upon issuing the offer submits the general business conditions. Any deviation from the Buyer's conditions for purchasing is taken into consideration only if agreed in writing.

Any dispute between the Supplier and the Buyer shall be settled amicably. In case that an agreement is not reached, a dispute shall be settled at the competent court in Kranj.

The Slovene law shall apply.

The provisions of the latest valid editions of Vienna Convention and Incoterms 2010 apply to any matter which is not defined by the General Conditions for Purchasing, the order and the contract respectively.

The Supplier is notified and agrees that the data is processed by our software system.

The Supplier obliges not to disclose any information or know-how obtained during this business to a third party without a prior written consent by the Buyer.