

## GENERAL TERMS AND CONDITIONS (B2B sales)

### I. SALES TERMS

#### 1. General:

The General Terms and Conditions of Resnik Glass, d.o.o. regulate legal relationships between Resnik Glass, steklarstvo, d.o.o., Ul. mladinskih delovnih brigad 24, 8273 Leskovec pri Krškem (hereinafter referred to as: the Seller) and the buyer of products and services from the Seller's sales program.

These general terms and conditions of sales apply to all orders placed by existing and future business partners, even if they have not been specifically notified of them. Different terms that deviate from the general terms and conditions of sale will be valid only if confirmed in writing by the Seller. If the buyer states different sales terms in their order (or in the buyer's procurement conditions), these will be valid only if confirmed in writing by the Seller. Written confirmation can be considered valid if sent by mail, email or fax.

An agreement deviating from individual points of the seller's general sales terms does not affect the validity of other provisions of these terms.

These general sales terms remain valid until revoked or changed, which will be announced on the Seller's website.

The general terms and conditions are published on the website [www.resnikglass.si](http://www.resnikglass.si).

#### 2. Offers and Orders

The Seller's offer remains valid within the period specified in each individual offer, with the period commencing from the date of offer submission. In cases where the validity date of the offer is not stated, the offer is valid for 30 days from the date of an offer submission.

The seller will supply the goods to the buyer based on a written order. The buyer is obliged to provide the order for goods to the Seller in written form, either in writing or via email. The order holds the legal nature of an offer made by the buyer for the conclusion of a sales transaction and is part of the General Terms and Conditions of Sale.

The minimum order value is EUR 400,00. For smaller orders, the Seller has the right to charge fixed order processing and delivery execution costs amounting to EUR 30,00.

In the event that the Seller does not confirm or reject the order within 8 days of receipt, the order is considered accepted.

Issuance of a proforma invoice is carried out upon request for advance payment. The Seller's obligation fulfillment period begins after the buyer fulfills obligations based on the offer or upon advance payment as per the proforma invoice.

The offer and all attachments are business confidential and may not be reproduced or shared with third parties without written permission from the Seller.

#### 3. Delivery Time

The delivery time commences in cases where advance payment is specified following the offer, beginning from the day of payment. Otherwise, the period begins from the day when the Seller confirms the order.

In the event of additional changes or adjustments regarding technical delivery details or financial terms, the period begins after both parties confirm these changes or details.

The delivery date is considered the day when the goods are delivered to the buyer or the day when the buyer is informed that the goods are ready for pickup.

We reserve the right for partial deliveries.

The confirmed delivery time may be extended in the event of subsequent changes to the buyer's order (quantity, technical specifications of goods,

etc.), in cases of force majeure, and in the event of delays caused by the Seller's supplier or due to objective reasons beyond the Seller's control.

If the buyer fails to accept the goods, which are ready for pickup in accordance with the order, at the agreed time in line with the contract or order, the Seller has the right to demand fulfillment of the contract or order from the buyer.

In the event of the buyer's delay in accepting the goods for each completed calendar week, the Seller reserves the right to charge a storage fee amounting to 5% of the order amount.

#### 4. Price

The Seller will charge the buyer for goods at the agreed prices as stated in the offer or in the Seller's valid price list on the day of shipment, unless a different written agreement has been reached between the Seller and the buyer.

The agreed prices represent net prices. All prices relate to goods delivered to the Seller's location, unloaded (EX Works option), unless otherwise specified.

Value-added tax is not included in the price and will be invoiced separately. Shipping or transportation costs are not included in the price and will be charged separately.

The seller will invoice the buyer for the goods no later than 8 days after shipment.

In the event of changes in taxes, fees, prices of raw materials in the market, prices of components, and other costs beyond the Seller's control that affect the price and have occurred between the contract conclusion (order confirmation) and the delivery of goods, the Seller reserves the right to adjust the price appropriately.

The buyer is obligated to pay the invoice for the delivered goods without deduction within the agreed payment term.

In the event that the buyer owes the Seller interest and costs in addition to the principal amount, the buyer's payments are first allocated to cover costs, then interest, and finally the principal. This order of allocation also applies when the Seller enforces its debt against the buyer using a claim the buyer has against the Seller.

#### 5. Place and Method of Delivery

Unless otherwise specified, the delivery of goods is based on EX Works (Incoterms 2020). The Seller will notify the buyer of the availability of the goods for collection. Goods can be collected on the agreed day between 7:00 and 14:00 hours.

#### 6. Claims/Complaints

Deliveries of goods must be carried out in accordance with the technical documentation and required standards, and within an acceptable deviation from the ordered goods. Upon receipt of the goods, the buyer is obligated to inspect the goods, verify the quantity, and other characteristics as per the order confirmation, and promptly notify in writing any visible defects, damages, and/or other errors.

It is deemed that the buyer has accepted the goods without any defects and in the appropriate quantity if the buyer does not notify the Seller in writing of any discovered defects in the goods or any possible incorrect quantity within eight (8) days after delivery and before further use of the goods. In the event that defects can be observed through a standard examination of the goods, the buyer does not have any claims regarding defects if he did not perform an examination.

Defects that the buyer could not have noticed through a standard examination of the goods must be immediately notified in writing to the Seller once discovered. The buyer has no claims due to defects that become evident one month after the delivery of goods or for defects about which the buyer did not notify the Seller in accordance with this paragraph.

The buyer must support all notices of defects in goods or incorrect quantities with the appropriate documentation that proves the validity of the notice or claim. Otherwise, the Seller reserves the right to consider the claim as invalid. Nonetheless, the buyer is obligated to take all necessary measures to prevent further damage and does not have the right to withhold payment for invoices already issued by the Seller.

For defects, the buyer must give the Seller the opportunity to repair the goods or rectify any defect.

If the Seller identifies any defects in the goods, the Seller has the right to take appropriate action. The Seller can rectify the defect(s), replace damaged goods with the same type of goods, or, if the buyer has not yet paid the purchase price for those goods, reduce the purchase price or withdraw from the contract to the extent related to goods with defects. A claim that has been successfully resolved in this manner does not grant the buyer the right to assert any further claims for damages against the Seller due to defects in the goods.

The Seller is not liable for any damage indirectly or directly incurred by the buyer or any third party due to defects in the goods. However, the Seller is liable for damage resulting from gross negligence or intent, which the buyer must prove. In any case, the Seller's liability is limited to the maximum value of the invoiced damaged goods.

The buyer is obligated to allow the Seller to inspect any damaged goods. If necessary, for the assessment of claims regarding defects, the cost of expert inspection will be borne by the party deemed responsible for the defect according to the expert's opinion.

The Seller is responsible for ensuring that the goods delivered to the buyer match the order confirmation. The buyer must provide all necessary information to the Seller to ensure goods possess the appropriate attributes. Upon receipt of goods that meet the requirements, the buyer acknowledges that the Seller has fulfilled its obligation to deliver the appropriate goods.

The Seller is not liable for any defects that occur after the assembly of the product into a composite product or due to improper use of the product by the buyer or other parties in the supply chain.

For glass product deliveries, the goods are marked as "fragile." The buyer must exercise special caution when handling such goods, including loading, unloading, transportation, and unloading, to prevent potential damage. If any damage occurs due to improper handling of goods after the buyer takes possession, the Seller will not address such damages and is not responsible for them.

The Seller has the right to withhold consideration of all of the buyer's claims until the buyer settles all undisputed due obligations.

#### 7. Quality of Goods

The goods must correspond to the agreed attributes, which are determined according to the product type and specified in the technical documentation and product specifications.

If the order does not specify specific standards or quality requirements, the Seller will supply goods of standard quality, and the Seller is not liable for special quality requirements of the goods.

If a requirement for attaching certificates is stated in the buyer's order, then the relevant certificates must be provided. However, the Seller is not responsible for the information stated in these certificates.

Technical test reports, declaration certificates, or proofs that are specific to the ordered goods incur charges as per the Seller's price list or offer.

For any acceptable deviations or changes in product quality compared to the technical documentation, then the parties must reach a prior written agreement.

#### 8. Packaging

The cost of packaging and standard protective packaging is included in the price of the goods.

Special transport packaging, such as euro pallets, A pallets and box pallets, is returnable unless explicitly agreed otherwise in written form.

The Seller will invoice the transport packaging as a separate item on the invoice upon shipment of goods.

Upon returning the transport packaging and providing the delivery note number, the Seller will issue a credit note to the buyer for the same amount that was charged initially.

#### II. PAYMENT TERMS

A debtor-creditor relationship between the buyer and the Seller is established on the day when the buyer submits a written order, which the Seller confirms.

The Seller issues an invoice in accordance with the order, and the buyer must settle their obligation no later than the last due date in the mutually agreed method of payment.

Unless otherwise agreed, payment in advance is applicable.

Common payment methods include bank transfer, offsetting, chain offsetting, assignment, cession, and other valid means of fulfillment.

Upon the Seller's request, the buyer must provide appropriate payment security, which must be delivered to the Seller upon placing the order, based on the issued proforma invoice, such as an advance payment.

The Seller has the right to reject received payment instruments if it deems that they do not provide sufficient payment security. The assessment regarding this rests solely with the Seller.

**The Seller retains ownership of the delivered goods until the buyer fully fulfills their obligations related to the delivered goods, including reminder costs and late payment interest.**

In the event of payment delay, the Seller may charge legal late payment interest from the due date until payment is received and may employ various measures to secure its claims, such as withholding further shipments, demanding immediate payment of all debts, requesting payment security for future deliveries, altering payment terms and/or cancelling orders etc.

The seller is not liable for any potential damage incurred by the buyer due to the application of the aforementioned measures in cases of payment delay.

#### III. OTHER PROVISIONS

The contracting parties commit to treating the agreed elements of the purchase agreement as business secrets and shall not disclose them to any third party.

The Seller undertakes to maintain the confidentiality of any data provided.

In the event of force majeure, as defined by the Obligations Code of the Republic of Slovenia, both contracting parties are relieved of their obligations under the contract until the cessation of the force majeure. The contracting party must immediately inform the other party about the causes and occurrence of force majeure, if possible and at the latest, within three working days.

For buyers from the Republic of Slovenia, as well as for buyers outside the Republic of Slovenia, Slovenian law and the provisions of the Obligations Code of the Republic of Slovenia apply, unless the contracting parties explicitly agree otherwise in writing.

Any disputes arising from these general sales conditions and other agreements shall be resolved amicably between the contracting parties.

The competent court for resolving all disputes is the Court in Krško.

Date: 26.09.2023

Resnik Glass d.o.o.