

GENERAL TERMS OF PURCHASE OF INTECTIV d.o.o.

1. General

- The General conditions of purchase apply to all mutual business relationships between the customer and the supplier, which arise through an order or contract.
- The General conditions of purchase are an integral part of the purchase contract and/or order and generally regulate purchase transactions for the client's own needs. All contracts or orders should be made in writing.
- The General conditions of purchase are used for the purchase (supply) of goods, services, and equipment.
- The customer reserves the right to determine special conditions of purchase that prevail over these General Conditions of purchase.

2. Order

- The order, contract, termination of the contract or any change thereof must be in writing and sent by e-mail.
- Valid orders issued on the client's order document or an e-mail.
- The order must contain the type and specification of goods, services or equipment, quantity, price, delivery date, terms of delivery and terms of payment.
- Deviations from the content of the order are not permitted without the client's prior written consent.
- After receiving the order from the customer, the supplier is obliged to send him confirmation or rejection of the order, no later than within 48 hours. The order confirmation must contain the following information: item, quantity, delivery date and customer's order number.

3. Supply of goods, services, and equipment

- The supplier must deliver the goods, services, or equipment in accordance with the order received or signed contract.
- The customer may, at the supplier's expense, claim services that are not performed in accordance with the terms of the order or contract and claim and/or reject goods or equipment that are not delivered in accordance with the terms of the order or contract.
- If the agreed delivery dates are not met, the customer may withdraw from the order.
- For the supplied equipment, the supplier is obliged to provide spare parts for the duration of the warranty period or according to the contract.
- Goods or equipment are deemed to arrive on time if they are delivered to the agreed place within the agreed time specified in the order or contract. In the case of services, the service is deemed to have been performed on time if the client confirms it in writing within the time limit and in the manner specified in the order or contract.
- All deliveries of goods or equipment must be accompanied by a delivery note containing a precise description of the contents of the shipment and referring to the order number.
- When the customer confirms in writing that he will accept the delivery in parts, the contract or purchase order is interpreted as a single contract or purchase order for each individual part. If the supplier does not fully fulfill the agreed purchase deal, the client can treat the entire contract or order as unfulfilled.
- If goods or equipment are delivered to the customer in larger quantities than ordered, the customer is not obliged to pay for the excess of the delivered quantity.
- The supplier is obliged to notify the customer immediately of any obstacles that would cause delay in delivery.
- If the delivery conditions are not met, the customer can charge the supplier for the damage caused to him as a result and obtain a replacement delivery from another supplier, except in the case of a written agreement on delayed delivery.

4. Packing and packaging

- The supplier must professionally and safely pack the goods or equipment to prevent possible damage during transport and/or when handling it during loading, unloading and storage.
- Responsibility for damage to the supplied goods or equipment due to inadequate packaging is carried by the supplier.
- The supplier is obliged to properly and fully equip the goods or equipment that he sends to the client, in accordance with the applicable

legislation. The customer can request in writing from the supplier special labeling of the goods or equipment, and if requirements are not met, the delivered goods can be rejected.

- Mandatory information on the packaging unit is: full name of the product, order number, quantity, lot number and other important numbers.
- The supplier is obliged to act in accordance with the Regulation on packaging and packaging waste and to accept back empty packaging, if so agreed with the client.

5. Purchase price and payment terms

- The purchase prices listed in the order, contract or offer confirmed by the customer are fixed. If the price on the invoice differs from the agreed price, the client can reject the invoice in its entirety. The supplier is obliged to issue a new correct invoice to the customer. The invoice must be issued in accordance with applicable tax legislation.
- For each price change, the supplier is obliged to deliver a new price list to the buyer in writing at least 30 days before the prices take effect. The amount of the change is agreed between the parties by mutual agreement and only if it is properly justified by the supplier.
- The supplier undertakes to indicate the number of the customer's order or contract on the delivery note and on the issued invoice with each delivery, and at the same time to indicate the number of the delivery note on the invoice.
- The payment terms apply from the date of receipt of the correctly issued invoice.
- Invoices are accepted only to the e-mail address eracun.i@intectiv.si. We do not accept invoices without the specified order number and delivery note. The information on the delivery note and invoice must be identical.
- The invoice must be issued in the relevant tax period after the service or supply has been provided. The supplier bears the costs for the calculation of VAT interest due to late issuing of invoice. The content of the invoice is determined by the Value Added Tax Act.
- Payment is made in accordance with the payment terms, after receiving the goods, services or equipment and issuing of correct invoice.
- Payment to the supplier/contractor is made only and exclusively to his transaction account.
- All prices are valid with INCOTERMS parity (specific parity is agreed with the offer, order, or contract). The costs of unloading at the place of destination are borne by the client. This provision does not apply if differently specified in the written order or contract.

6. Quantity, quality, and complaints

- The quantity of goods or equipment specified in the order or contract may not be exceeded or deficient at the time of delivery, without prior written or verbal approval by the client. Partial deliveries are acceptable upon prior agreement or consent of the client.
- Quantitative and qualitative acceptance is performed by the client upon handing over the goods or equipment to production based on the attached delivery note.
- The supplier demonstrates compliance of goods, services, or equipment with valid documentation.
- The supplier guarantees the quality of the ordered goods, services, or equipment.
- The client reserves the right to refuse acceptance of clearly defective or damaged goods or equipment or to refuse acceptance of inadequately performed services. The supplier is obliged to take back the goods or equipment defined in the previous point at his own expense.
- If the quality deviates from the predetermined criteria, the shipment is partially or fully claimed to the supplier, or a method of eliminating the identified defects is determined. The costs of correcting errors or rejecting goods, equipment or services are fully borne by the supplier.
- Due to the specificity of certain materials and services, the customer has the right to determine quality defects also after the goods or equipment are used in the production process, therefore the deadline for asserting them only begins with the launch of the goods or equipment into production.
- The return of rejected goods or equipment is done at the expense of the supplier.

- In urgent cases, the supplier is obliged to eliminate the identified defects, sort them, and deliver quality goods or equipment immediately. If he does not approach with the solution, the customer can remove them by itself at the supplier's expense. The related costs are fully borne by the supplier.
- If the supplier does not start to correct the defects immediately after the customer's request, especially to prevent danger or major damage, such repairs may be carried out, at the supplier's expense, by the customer himself or by a third party for the customer, if in this way the customer avoids production and shipping delays.
- The customer can request compensation for proven damage and all related costs and reserves the right to stop payment of the invoice until the complaint is resolved.

7. Contract penalty

- In the event of a delay in the delivery of goods, services or equipment, the customer may charge a contractual penalty in the amount of 0.5% of the total value of the order for each calendar day that the delivery is delayed, but no more than 10% of the total value of the order or recall.
- The customer reserves the right to charge compensation in the event of the supplier's negligence resulting in damage.
- The customer has the right to charge the supplier any costs incurred by delays or problems with technical takeovers due to insufficient documentation.
- The terms of payment specified in the order do not change due to early delivery of goods, services, or equipment.

8. Liability

- The supplier is responsible for the quality and performance of the supplied goods, services or equipment as described in the product description, drawings, and quality specification, as well as for compliance with generally accepted quality standards.
- Supplier must inform buyer of any changes in production processes that affect the products or changes to the products themselves. Even if it involves process or product improvements.
- The goods or equipment supplied by the supplier must comply with all applicable safety regulations in the EU area, for which the supplier guarantees and assumes full responsibility.
- The supplier is responsible to the client for the adequacy and functionality of the supplied goods. As a result, he is also obliged to submit to the client all receipts, declarations of conformity, guarantees, certificates, attestations, statement of origin of the goods and other proofs for the goods he supplies and all other documentation as required by the applicable legislation and the client, all with the aim of proving the adequacy and functionality of the supplied goods.
- The supplier is obliged to provide insight (audit) into his system of operations and production facilities, by the client, the client's buyer, and regulatory and other administrative authorities.

9. Code of Conduct

- The supplier guarantees to act in accordance with national and international legislation to:
 - Will comply with the applicable legislation and regulations regarding the prevention of corruption, bribery, extortion, and will not violate it.
 - He shall respect the principles of fair competition.
 - Will not use imitation, substitutes, or modified materials in the production of goods and will not deliberately present foreign products as his own.
 - Will comply with the applicable safety and health regulations and principles and will comply with safety and health instructions that are in force by the buyer.
 - Will observe local directives prohibiting child labor when manufacturing products. This covers his entire production process, including all his subcontractors and suppliers.

10. Trade secret (confidentiality and data protection)

- The supplier will treat all types of information related to the acceptance of the order, about the customer, employees, or representatives, both verbally and in writing, as confidential and as a business secret. None of this information will be disclosed to third parties or used for any purpose other than to fulfill the order.
- The supplier can only provide its subcontractors with the information that is necessary for the execution of the order. He is obliged to commit them to protect the secrecy of the information.
- If the supplier does not protect confidentiality in accordance with the above, he is responsible for all the damage that would occur to the client as a result.
- All documentation sent to the supplier is the intellectual property of INTECTIV d.o.o. and is considered a trade secret.

11. General Provisions

- If any provision of these General terms of purchase becomes legally invalid, this does not affect the validity of the remaining provisions of the General terms. The parties shall replace each invalid provision with a valid one that corresponds as closely as possible to their original intent.
- For everything that is not specified in the General terms and in the order or contract, the provisions of the Vienna Convention, or the provisions of the Code of Obligations, the Value Added Tax Act and the provisions of other relevant laws apply.
- By receiving the General terms of purchase, the supplier confirms that he has become familiar with them and that he accepts all the obligations specified in them when fulfilling the contract or order.
- The General terms of purchase apply in all relationships unless the parties explicitly agree otherwise in writing.
- The parties are committed to the peaceful resolution of any conflicts between them. If an amicable resolution of disagreements is not possible, the court at the customer's registered office is competent to resolve the dispute.
- For the regulation of mutual relations, the contracting parties determine the exclusive application of the law of the client's registered office.

General terms of purchase of Intectiv are valid from 01.10.2023 on.