

GENERAL PURCHASE TERMS OF UNIOR d.d.

1. GENERAL PROVISIONS, GUIDELINES AND DEFINITIONS

- 1.1. Supplier: anyone supplying goods or services for UNIOR d.d.
Buyer: UNIOR d.d., Kovaška cesta 10, 3214 Zreče, Ident. no.: 5042437, ID: SI 72461721,
Final purchaser = buyer's buyer
Order = contract
- 1.2. The supplier guarantees with an offer or a contract, that they possess the required capacity and the ability needed for its successful completion in accordance with the latest regulations within the professional field. All offers, orders and contracts are binding and exclusively subject of "general purchase terms". If the supplier specifies different terms at other locations, those do not affect the buyer or oblige them whatsoever without their prior written conformation. This is also the case when the supplier at any point and at any location decides to add additional and specific clauses and wishes to supply based on their own terms. To avoid any doubt, the offer itself, its confirmation or carrying out of the order all count as fully agreeing to the general purchase terms. When ordering, accepting goods and with payment procedures all other terms are invalid.
- 1.3. Supplier confirms orders exclusively based on buyer's orders; order conformations and goods' characteristics need to correspond with those specified in the offer, contract or the agreement.
- 1.4. All of the information regarding the buyer, the order, the contract and any other kind of information is confidential and according to the positive legislation counts as a business secret.
- 1.5. Any kind of deviation from the General purchase terms can only be allowed based on an agreement with the buyer and their written conformation.
- 1.6. Supplier is obliged to abide by all of the legal provisions defining health and safety at work whilst cooperating with the buyer. Before business cooperation can commence, the supplier must provide credible answers to any given questions related to ensuring the required level of standards which they are to follow. These questions can be found at the following web address: [here-1](#).
- 1.7. Supplier must monitor the environmental emissions and make sure they are within the legal limits; they must strive against the pollution of the environment. They must rationalize the consumption of resources, encourage sustainable production and consumption and make sure any substances harmful to the environment and people are replaced, and with that the ecological-economical parameters portrayed through environmental effects are improved. Supplier must operate according to pre-determined procedures, by abiding legal and other regulations of the EU, as well as all regulations of the Republic of Slovenia and the rules enforced locally. Supplier must make sure they continuously strive to improve the quality of a system and the lower harmful environmental impact. All environmental aspects are to be monitored and rated and goals need to be set within the environmental management programme that will help with their realization. Supplier must continuously raise awareness and educate employees over the importance of environmental protection and inform all of their business partners and the broader public audience of the environmental policies UNIOR d.d. follows.

2. ORDERS

2.1. GENERAL

- 2.1.1. All of the buyer's orders have to be presented in a written form, sent through post, telefax or via e-mail, unless the buyer and the supplier both agree to use different means available and confirm their decision to do so with a written agreement.
- 2.1.2. The buyer is responsible to clearly and unambiguously define all of the required information regarding quality, quantity, price, supply period, labelling, special terms and any additional required documentation. Supplier is obliged to inform the buyer within 3 days of receiving an order if they are unable to carry out the order, along with stating the reasons behind it, or the order counts as being fully accepted according to the terms set by the buyer. The contract is concluded a day after this 3-day period expires.
- 2.1.3. If a supplier decides to fulfil buyer's order, they willingly accept buyer's general purchase terms, which are publicly available on the internet.
- 2.1.4. Buyer is allowed to amend their order up to the moment when the supplier begins to carry out the order.
- 2.1.5. A contract is considered to be concluded in the town where the buyer's home office is based.
- 2.1.6. The buyer can withdraw the order up until the moment the supplier receives it, or if the withdrawal of an order was received simultaneously with the order itself.
- 2.1.7. Assigning orders to third parties is only allowed with a prior written agreement from the buyer. In case the buyer does not agree with the order being transferred to a third party, they are allowed to withdraw from



the part of the order, or the entire order and are entitled to a compensation of expenses which subsequently occurred. This is also acknowledged as an act of unfair competition.

2.2. SUPPLY TERMS

2.2.1. Supply period defined in an offer, contract, agreement is obligatory for the supplier, with the starting date of this period being the date on which the supplier received an order and the end date the day on which the goods were delivered and processed in buyer's warehouse.

2.2.2. It is the supplier's obligation to:

- to fulfil all of their obligations to the point where the buyer collects their goods at a place determined in the order, according to the terms of the order or agreement;
- attach all of the legally required documentation – for any changes in the origin of the goods, a written consent from the buyer needs to be obtained;
- provide appropriate packaging of the goods in order to prevent them being damaged during transport. In case the contracting authority have their own carrier but the goods become damaged due to poor or inappropriate packaging, the risk and the cost of any sudden accidental destruction is covered by the supplier;
- cover the danger from a sudden loss, damage, accidental destruction all the way to the point until goods are accepted by the buyer in their warehouse;
- inform the buyer of any circumstances affecting the supply period or its delay and suggest a new supply period to the buyer. In case the newly presented supply period does not suit the buyer, they have the right to fully or partially cancel the order and assign it to a different supplier, or based on the buyer's choice, completely cancel the order and demand compensation for the damages incurred as the result of failing to fulfil the order;
- cover any damages sustained during transport.

2.2.3. In case the supply is not completed within the agreed period and there is a delay the buyer was not informed of, the buyer is allowed to partially or fully withdraw from the contract and demand full compensation of the damages incurred, as well as ask for a new additional supply period from the supplier in which they will be able to fulfil their obligations. They are also entitled to have any expenses resulting from the delay reimbursed.

2.2.4. In case of a delay, the buyer is also entitled to charge the supplier with a contractual penalty of 0,5 % of the combined value of the order for every calendar day the supply of the goods remains incomplete, but no more than 10 % of the order's combined value. The buyer can demand both, a penalty and completion of the order.

2.2.5. The buyer has the right to monitor the execution of orders and it is the supplier's duty to arrange for them to be able to do so. In case the supply is delayed and the goods expected were to be part of a bigger combined order, with intention of lowering transport expenses, the increased cost of the now required separate transport of these goods is covered by the supplier.

2.2.6. For any supply delivered before the agreed period, the buyer reserves their right to:

- reject the goods and have the supplier cover any expenses;
- accept the goods, but complete the payment according to the agreed supply period;
- for any goods delivered before the defined supply period, the buyer can charge a yearly storage fee in accordance with their price list.

2.2.7. In case the buyer provides the supplier with free goods, those remain the property of the buyer regardless of their condition. It is necessary to mark these goods, store them separately and protect them from quality loss and destruction. The goods can be used only for the execution of buyer's orders. In case of loss or destruction the supplier is obliged to replace these goods with goods with the same characteristics, or in case where that cannot be done, the supplier is required to cover all direct and indirect damages resulting from loss or destruction. Any excess material is either returned or charged. Supplier must collect buyer's goods in an efficient quality-ensuring manner. It is their responsibility to register any errors present on the material provided to them by the buyer, as they are from that moment responsible for any damages unnoticed. If a buyer demands defective material to be used despite the supplier noticing and pointing out the defects in the material, the supplier must accept the buyer's decision and use the material, unless it is clearly evident the material is not suitable for the job, or if the use of this material could potentially harm the supplier's reputation. In those cases, the supplier can withdraw from the contract.

2.2.8. The supplier is required to inform the buyer of any present insufficiencies in their order and of any other circumstances which they are, or should be aware of and which may be of significance for goods, services or a timely supply, otherwise they are the ones liable for the damages.

2.2.9. An order is considered incomplete and delayed until the last part of it is delivered. If the purchase order consists of several parts with different supply dates, practical connections are established between them and the parts so that the supplier is required to supply individual parts in the period specified for the particular part.



3. OBJECT

3.1. CHARACTERISTICS

3.1.1. The goods need to be produced in accordance with the international, national and internal standards, the agreed collection terms and the order itself. If a buyer informs the supplier of who the final buyer will be and presents their demands regarding the product's standard, the supplier must act to meet such a standard and vouch for product's adequacy for the final buyer.

3.1.2. Supplier also shows their interest in long-term cooperation with the buyer by partaking professionally and financially in the development of new products.

3.1.3. For any changes of the goods, leading to a deviation from the agreed terms, defined with these conditions, order or contract, identified before carrying out the order, the supplier is required to obtain a buyer's prior written consent.

3.1.4. Models and tools with corresponding documentation, purchased and produced on buyer's expenses become buyer's property once they are delivered. Supplier must handle them carefully, store and protect them from natural factors, theft, loss or other types of damages. The supplier provides maintenance of the tools and the corresponding parts on their own expense and keeps up to date records of these activities. Further sale of the parts produced by using these models and tools without an appropriate consent from the buyer is not permitted. In case of a violation the buyer holds all of the rights from the intellectual property as determined in the Part 8.

3.2. QUALITY

3.2.1. Supplier is obliged to verify the quality and the compliance with the technical documentation of each individual order using the appropriate documents. Supplier is fully responsible for any defects of the goods present when the buyer became liable for damages, whether they were aware of the presence of these defects or not. They are also liable for any errors appearing after the liability was already transferred onto the buyer, if those errors were a consequence of an already existing issue.

3.2.2. All of the supplied goods require an attached certificate and a declaration of conformity, which count as the base for an efficient collection of goods. In case the identified quality does not meet the quality desired and defined in the order and the analysis certificate, the supplier gets charged the expenses of quality testing.

3.2.3. Only a documented collection of goods is considered valid. The supplier alone performs all the necessary activities and submits the written documentation with the supplied goods; not providing the written documentation is considered as partial supply and gives buyer the right to reject the purchase order in full and charge for the storage of the goods, for the period the supply was considered partial. The supplied goods are in this case stored at the supplier's expenses and liability, as it is considered the goods have not yet been passed over to the buyer, since they were unable to make the collection. The time needed to fulfil the supplier's obligations counts as supply delay.

3.2.4. General warranty period is a minimum 24 months from the date of collection from the final buyer or 30 months from the day of collection in the buyer's warehouse. If the general terms do not regulate this matter, provisions from Articles 481 to 485 of the Code of the Obligations apply in whole.

3.2.5. In case when a supplier does not have an adequate quality evaluation system at their disposal, the quality evaluation can be performed by the buyer, who submits a written opinion regarding the supplier's ability they obtained through regular means. The supplier is obliged to eliminate any identified inconsistencies within a reasonable time period. If they fail to do so, the buyer is allowed to unilaterally withdraw from the contract. If the supplier does not possess a quality certificate younger than two years, they are required to obtain one within a one-year period, unless they are able to receive a written consent from the buyer stating such action is unnecessary.

3.2.6. In case where the supplier does not carry out the supply within an agreed period and this in turn results in damages, the contracting authority can obtain the same goods from a third party within an appropriate period in order to cover expenses and demand from the supplier to pay the difference in the purchase price as specified in the contract and the cover purchase. The contracting authority must inform the supplier of an intended cover purchase using common means.

3.2.7. The buyer reserves their right to occasionally perform free of charge quality examinations, despite the fact the supplier already obtained an evaluation of the system quality. The content of evaluation relates to the quality standards, economical production, delivery period and other similar matters subject of the order. It is required from the buyer to inform the supplier in a written form at least 1 week before performing quality evaluation. In case where the evaluation shows certain improvements are necessary, the buyer informs the supplier of these findings using common means. The supplier is obliged to accept all necessary measures within the shortest possible time period, and with the goal of concluding the contract with the buyer. They are



required to immediately inform the buyer of all of the implemented measures using common means. A violation of supplier's duties is considered a crucial violation of the provisions defined in the concluded contract.

3.2.8. Based on the interest of both the buyer and the supplier to form a long-term cooperation, the supplier obliges themselves to continuously strive to develop products, processes and quality systems. The buyer obliges themselves that if the supplier is placed on the "Supplier's list" they will inform them of their rank and quality grades obtained once a year in a written form. In case the supplier will be ranked as B or even C class supplier, they will use all of their ability to improve their grade and the rank assigned by the buyer; they will send the supplier a "Plan for improvement" within a reasonable time period. If the supplier does not take actions for improvement, the buyer can terminate their cooperation.

3.2.9. The supplier vows to use their field of business and optimal efforts to educate buyer's staff free of charge, if the buyer shows interest and the desire for such activity using common means (verbally, or if needed in a written form).

3.2.10. For every new product the supplier will be manufacturing for the buyer, samples or models need to be submitted and a control report of the first samples attached. In case of any doubts present regarding the credibility of the supplier's self-submitted report and based upon buyer's written demand the supplier is obliged to obtain a verified control report from the specialized control authority, within the shortest possible time period, at their own expense. If the contracting authority verifies a sample or a model and the supplier finds it impossible to complete an order using such a model or sample, they need a prior written approval of the contracting authority in order to change this sample or model.

3.3. PACKAGING

3.3.1. Packaging must be environmentally friendly and in compliance with the standards and positive legislation. In all other cases the buyer has the right to return the order/goods at supplier's expense, or dispose of and destroy them completely. For any changes made to the agreed on packaging, a written consent is required from the buyer.

3.3.2. Packaging must correspond with the type of the transport used so the goods cannot get damaged during transportation and their functional value does not fall. Any expenses resulting from inappropriate packaging are covered fully by the supplier.

3.3.3. The packaging should include all of the information required for collection, tracking and storing of goods and needs to be transparent, undamaged and appropriately attached. The information includes:

- Manufacturer:
- Supplier:
- name of the product;
- code:
- dimensions:
- quantity:
- metric unit:
- the amount of products contained in a single packaged unit;
- expiration date;
- product label:
- weight gross/ net:
- type of packaging:
- other information.

3.3.4. The supplier is required to dispose of all of the packaging and environmentally questionable waste material created as a result of using harmful substances or ecologically questionable packaging. If they fail to do so, the buyer is entitled to have their actual expenses of waste disposal or packaging destruction reimbursed.

4. PRICE

4.1. The buyer shall pay for the supplied goods according to the agreed prices.

4.2. Any price change due to higher supply costs is not acceptable without obtaining a written consent from the buyer. If there arises an increase in costs between the order submission and the dispatch of goods, the supplier must immediately report this to the buyer, who can then either agree with the newly set price in a written form or withdraw the order.

4.3. The price of supply is based on BUYER parity in different locations (CPT for a supplier from Slovenia, DAP for foreign suppliers – in accordance with the always valid INCOTERMS provisions. The destination of goods is specified on the order, or if that is not the case, under the point 1.1. Immediately after the quantity examination and the collection of the goods at the buyer's warehouse, the goods become buyer's property.



4.4. All supplies require submission of an invoice in compliance with the law, unless the buyer and the supplier agree to an omnibus account.

4.5. Supplier cannot issue an invoice until buyer collects the goods.

4.6. The payment of invoice is due after 95 days, unless stated otherwise.

4.7. The means of payment are negotiated in the order according to the offer or an agreement.

4.8. If buyer's payments are running late, the late payment interest is charged up to 5% yearly.

4.9. Payment before collection at buyer's location is possible only with a full bank guarantee valid for at least 30 (thirty) days from the supply date (According to URDG 758).

4.10. Buyer has the option to pay their dues before maturity, and is awarded a "kasaskonto", a previously agreed amount of discount.

4.11. The buyer is not required to pay for any goods within the contract period that are subject to any kind of claims. Payment deadline for goods subject to claims begins with the date the supplier eliminates the cause of the claim and both the buyer and the supplier sign a written consensus specifying the occurred amount of damage.

4.12. Without a written consensus the supplier cannot withdraw their active debts or assign third parties to claim them.

4.13. Invoice needs to consist of the information from the order and its attached documentation, as specified in the order. It requires:

- invoice issue date;
- order number;
- sequential number, allowing identification of an invoice and/or number of delivery note;
- identification number for VAT, used by the supplier when purchasing goods or services;
- identification number for buyer's VAT, used to collect the goods and their supply for which VAT applies;
- taxpayer's name and address and their buyer or contracting authority;
- quantity of the supplied goods or the extent and the type of service rendered;
- a date specifying when the supply of goods took place, or a date when service was performed or concluded, or a date when advanced payment was made, if such a date can be determined and is different to the invoice issue date;
- tax base, determining the VAT applied according to individual tax rate or tax exemption, price per unit without VAT and any sort of lowered prices and discounts which were not calculated into the price per unit;
- VAT rate;
- VAT amount.

The invoice should not include clauses not complying with an offer, order or agreement.

4.13. In case the invoice is not issued according to the stated offer, order, agreement, or is in any way insufficient or contains clauses that do not comply with an offer, order or agreement, the buyer rejects it and is under no obligation to fulfil its payment.

5. TRANSPORT

5.1. In case a supplier violates statutory safety regulations (mostly ecological, chemical, packaging...) or is his address, valid in SLO or in the country of the final buyer a cause to any new expenses occurred, they are all required to be covered by the supplier. The supplier must provide and ensure such guarantee of the product that corresponds with the most advanced technology within the field and accordingly protects from any risks related to product guarantee. Such policy must upon request be presented to the buyer.

5.2. SECURITY AND SAFETY DEMANDS DURING TRANSPORT AND COLLECTION OF GOODS

5.2.1. To transport goods the supplier needs to select registered carriers with required valid licenses to perform the services in question and who are reliable and trustworthy. The carrier should always make sure:

- goods are secure at all times and any unauthorised access is prevented;
- the vehicles are regularly checked after any stops;
- the integrity of the cargo is never jeopardised with loading and unloading of other consignments;
- to immediately report any potential accidents to company Unior d.d.;
- it is the supplier's duty to provide the carrier with all of the necessary instructions needed so they can supply the goods in the condition required by the buyer for their further work.

6. COLLECTION OF GOODS

6.1. The supplied goods require the following documentation attached:



- purchase order (with the number of the buyer's order specified) with the code and the title of goods, that identically match the order and the specifications of its net weight and Customs Tariff (for imported goods);
- transport documents in based on the type of transport used (waybill, etc.);
- invoice for imported goods (with a number of our order) with the information of the net weight and Customs Tariff;
- technical approval/ measured protocol/ certificate (certificate of suitability);
- statement over the origin of goods;
- safety certificate;
- instructions for safe use and assembly in Slovenian language;
- warranty;
- supporting and evidential documents for identification and verification of required quality for the collection and sale of the goods.

6.2. The supplier fulfils the order once they pass it over to the buyer in accordance with the terms specified in the order at the agreed warehouse of the buyer or other desired location.

6.3. The supplier is responsible and carries all of the risk of the goods being accidentally destroyed, damaged or lost on its way to the buyer's warehouse and up to the point where the goods are passed over to buyer. The supplier secures the goods in preparation for their transport to the buyer's warehouse.

6.4. If goods or packaging gets damaged, the buyer is required to create a written record signed by the carrier and submit it to supplier within two working days from discovering the damage.

6.5. In case the buyer finds any inconsistencies when collecting goods regarding the declared quality specified in the documents and the actual quality of the goods, the buyer will accept the goods or services based on the principle of conditional takeover, meaning they shall accept the goods as inappropriate and shall not be adding those to their stock. In case of a conditional takeover or other goods subject to claims the buyer will handle the goods with diligence.

6.6. The buyer reserves their right to reject the goods and have them returned to the supplier at their expense, if the goods:

- arrive without being ordered, or they were sent by the supplier without a prior order from the buyer;;
- arrive too late;
- arrive before the delivery period;
- do not meet the demands specified in the order;
- do not have appropriate accompanying documentation;
- are not labelled properly;
- have damaged, inappropriate or non-standard packaging.

7. COMPLAINT CLAIM

7.1. The buyer is obliged to examine the supplied goods using standard means and procedures as soon as it is possible.

7.2. Suitability and adequacy of the supplied goods is examined by the commission with a second immaculate product of the same kind as well as with manufacturer's statements and specifications on the actual supplied product.

7.3. The buyer is required to:

- use a written document to inform the supplier of any identified inconsistencies (quality issues, quantity, etc.) regarding the order;
- immediately notify the supplier regarding any evident and hidden defects straight after they are noticed and according to the provisions of the Code of Obligations and these general purchase terms.

7.4. Inconsistencies of the supplied goods are considered defects if:

- the product has lost all characteristics required for its normal use or service
- the product does not exhibit the characteristics needed for its specific use, which were the reason for buyer's purchase, and which the supplier should be familiar with;
- the product does not exhibit the characteristics and qualities that were specifically or silently agreed on and specified;
- supplier supplied a product that does not match the sample or model.

7.5. The item has a hidden fault if the fault becomes evident once the buyer has accepted it and it could not have been noticed with regular examination.

7.6. The buyer who notified the supplier of an existing defect in a timely and appropriate manner reserves their right to use the inconsistencies related to the orders to:

- reject the supplied goods, make them available to the supplier and withdraw from the contract or the order;



- refuse the supplied goods, make them available to the supplier and demand fulfilment of the contract or order by supplying goods without the defects;
- to keep the supplied goods under the amended conditions agreed on by the supplier (e.g. lower purchase price);
- to keep the supplied goods and demand from the supplier the elimination of all defects present on the supplied goods within an agreed time period.

The supplier is required for transportation of the product to the destination where it will be repaired or replaced at their expense and afterwards returned to the buyer. During this period the risk of destruction or damage to the product is fully held by the supplier. All other expenses related to the elimination of defects, changing of order, or supply of new goods are also covered by the supplier. The buyer is entitled to demand compensation for the damage suffered.

7.7. Dealing with defects requires the buyer to notify the supplier of any potential faults in a legally specified time period. For evident defects immediate notification is needed and for hidden defects an 8-day period is valid - for both kind of defects, evident and hidden an immediate notification of the supplier is required if these are business defects. When informing of a defect, the defect needs to be precisely described and the supplier invited to examine it themselves (supplier needs to be informed of a date, time and place where they will both together examine the supplied goods). The form for reporting a defect can be found [here-2](#).

7.8. If the notification was created in time and sent out accordingly via a recorded letter, telegram, e-mail, to the address known to be correct at the time (despite not receiving a delivery conformation) or by using other means of reliable notification, and it arrived late, or was not at all received by the supplier, it still counts as if the buyer fulfilled their obligation and correctly informed the supplier.

7.9. Supplier is not responsible for any defects appearing after the 30-month long period since the transfer of goods, unless a longer period was determined by the contract or purchase order. Nevertheless, the buyer does not lose their right to claim a defect, even when they have not fulfilled their obligations, which required from them a thorough examination on the spot, or if they failed to inform the seller of a defect within the required time period and not even after 30 months from when the goods were exchanged and the defect became evident, despite the fact the supplier was aware of its presence and would have noticed it.

7.10. Supplier is responsible for legal flaws of the sold goods and cases where third parties hold rights which exclude, limit or weaken buyer's right without them being aware or agreeing to it, in order to collect the goods which are subject of this right.

7.11. Once the claim was successfully resolved the supplier is by law responsible to credit the buyer within 8 days for any occurred expenses.

7.12. The supplier is required to immediately or within two working days respond in a written form to the buyer's defect claim and no longer than 5 days from being notified of the claim, submit thoroughly filled out 8D report, which can be found [here-3](#). If they fail to do so, it is considered they that they did not enter into the claim procedure within a reasonable time period. The goods are subject of the claim until the buyer receives the thoroughly filled out 8D report.

7.13. Time required for a claim to be resolved is considered a delay.

7.14. If the supplier is unable to eliminate the defect within a reasonable time period, the buyer is allowed to do so themselves, or use a third party at supplier's expense. The buyer is also entitled to eliminate minor faults without obtaining supplier's consent, at their expense. This kind of repair does not in any way relieve them from the obligations from point 3.2.4. (warranty period).

8. INTELLECTUAL PROPERTY

8.1. Supplier guarantees they will not violate the rights and patents of intellectual property with the supply, use and transport of items, as well as with services performed by their suppliers who submitted any kind of documentation, patents and rights from an address of intellectual property. Supplier is required to consider and process all orders and performed services as business secrets. Supplier also oblige themselves by applying principles of diligence and good faith, to prevent third parties from accessing premises or acquiring information considered a business secret, as well as to make sure all of the submitted documentation and information encountered during their work operations will not be copied and will be used exclusively at the supplier's home office, for the purpose of completing orders, and following a prior buyer's written consent.

8.2. Supplier is responsible to protect business secrets and other work related information of the buyer and their customers, which they obtained by implementing the order or any other kinds of contracts connected with the buyer.

8.3. All plans, tools, models, technology and other industrial property submitted and provided to the supplier and owned by the buyer are considered as business secrets. Other information defined as such by the buyer



is also considered a business secret, if its disclosure to unauthorized individuals would evidently result in substantial damage.

8.4. All charters, contracts, statements, applications, general instruments, material, customer data and any kind of other information related to the cooperation between parties is for single use only, unless it is agreed differently with the buyer.

8.5. Supplier is not allowed to use, pass or submit the aforementioned documents and pieces of information to a third party, without prior written consent from the buyer and the supplier is required to return all the received documentation and its additions, once the work has been completed. In case of a violation of this provision, the buyer is entitled to receive compensation determined by the legal court.

8.6. Supplier can refer to business connection with the buyer based only on the buyer's written consensus.

8.7. Supplier is not allowed to engage buyer's employees by means of contract or any other way, without a prior consensus obtained from buyer's management, if such actions could present competitive activity. If supplier violates the competition clause, they are required to pay the buyer a contractual fee amounting to no more than 50% of the value of the job/services. Contractual fee is not added to the actual amount of compensation.

8.8. Supplier must also guarantee that their products and services do not consist of intellectual property belonging to third parties. If any third party rights undermine the buyer's right or limit it in any way, the buyer can decide to withdraw from the contract or demand a corresponding decrease in the purchase price as well as demand payment of a contractual fee. Violations of these rights require the supplier to fully cover all of the damages incurred as the result.

8.9. The buyer reserves all of their rights related to intellectual property regulations for any actions that are not permitted and is able to: demand from the supplier to terminate and prevent further use of a model, brand or patent, cover damages, publish court decisions, recall violating products from economic flow, eliminate conditions resulting from violation, destruction of violating objects, destruction of resources subject to violation, which are all exclusively aimed and used in violation and are the property of violating party, disposal of the violating objects against production payment and reimbursement of damages. The violating party is obliged to pay the owner of the rights compensation in the amount determined by general rules regarding compensation, or amount equal to the agreed or general licence fee.

9. CHEMICALS AND ENVIRONMENTAL PROTECTION

9.1. Supplier is liable to payment of any incurred damages resulting from ecologically questionable delivery of goods or inappropriate packaging.

9.2. Supplier ensures they have obtained a declaration of conformity from the manufacturer which states goods were produced in accordance with the at all times valid SIST EN 13427 standard.

9.3. Supplier is required to provide a safety data sheet in Slovenian language for each initial delivery or any potential change of in delivery, which is to be created in accordance with Article 31 of the Decree (EC) of registration, evaluation, authorisation and restriction of chemicals (REACH) – 1907/2006/EC, including all of its changes and amendments.

9.4. Supplier is obliged to provide technical instructions consisting of the information regarding the use and preparation of chemicals in Slovenian language for every initial delivery or potential change.

9.5. The supplier ensures that the supplied goods do not contain any questionable chemicals (SVHC), specified in the Annex XIV of the EC Regulation concerning registration, evaluation, authorisation and limitation of chemicals (REACH) -1907/2006/EC. 7 including all other changes and amendments.

10. INSTRUCTIONS FOR VISITORS / SUPPLIERS

If the visitor or supplier visits the area of Unior d.d., he must take into account and comply with all instructions of the house rules and the related internal regulations of Unior d.d., about which he is informed and educated on entering the company (Instructions for visitors and the rules of movement in Unior).

11. SALVATOR CLAUSE

If any of the provisions of the general purchase terms become partially or fully illegal after a court order or a decision of the competent court, or there were inconsistencies discovered (by the court) which later lost their purpose, it leaves all other provisions of these general purchase terms valid and applicable for both of the parties involved.



12. FINAL PROVISIONS

12.1. The supplier is liable for any damage the buyer may suffer due to inconsistent manufacturing of the goods.

12.2. The safe supply quantity of goods in the warehouse is defined by buyer and supplier in the contract. The buyer reserves their right to occasional examination of the safe supply quantity and if they find the supply needs replenishing, the supplier must without hesitation perform the required activities in order to replenish the supplies and raise them to satisfactory quantity and quality levels.

12.3. The use of provisions of the general purchase terms is prioritised, unless they conflict with the provisions of the Code of Obligations. For all other matters not specifically defined in the "General purchase terms" the provisions of the Code of Obligations count as subsidiary, as well as all other legal and executive acts and the constantly-valid INCOTERMS provisions.

12.4. In case of changes in an intended supplier's status that could affect the buyer's position negatively in regards to the supplier, such as: change of ownership, acquisition of another company, company separation, merging with another company, or exclusion from an existing company, the supplier must inform the buyer of their intended actions with at least 15 days notice. If such status reformation affects the business relationship of the existing supplier, the buyer is allowed to decide whether the newly arisen circumstances still allow them to pursue and achieve their goals and purposes. If they come to a conclusion that this is no longer the case, such actions are considered as crucial violation of the contract.

12.5. All of the reports require an order number along with relation to the previous correspondence. Any questions are to be addressed exclusively to the authorized contact personnel of the buyer.

12.6. All provisions part of the "General purchase terms" are to be interpreted as a coherent system meaning the supplier is required to abide by all of these general terms not just those chosen by the supplier themselves.

13. DETERMINING THE CONNECTION BETWEEN THE SUPPLIER AND THE MANAGEMENT BOARD OF THE COMPANY, THE BOARD OF DIRECTORS AND AN INDIVIDUAL, EMPLOYED IN THE COMPANY, AND THE ANTI-CORRUPTION CLAUSE

The connection between the supplier, the management board and the board of directors, as well as authorizations and clauses are defined in individual employment contracts for managers and executives.

All employees of the company shall take into consideration the anti-corruption clause and the corporate code of ethics, as well as the rules on managing conflicts of interest in Unior d.d. group.

Anti-corruption clause: "The supplier and the buyer undertake not to promise, offer or give, and to be aware that the reception of any illicit benefit (e.g. gift, payment in cash or other valuable items, directly or indirectly) is not allowed for the purpose of obtaining or concluding a transaction under more favorable conditions, for failing to exercise due control over the implementation of contractual obligations or for other conduct or omission, resulting in damage to the company or the acquisition of unfair advantage to an employee, supplier, buyer or a third party."

The anti-corruption clause referred to in the paragraph above must also include all contracts between subcontractors and contractors with which the company has concluded a contract in the field of procurement, sale and/or investment.

14. VALIDITY

14.1. General purchase terms and all of its amendments become valid on the day they are published online. The supplier is obliged to check the validity of the general terms before concluding a contract and to monitor potential changes at the following web address: <http://www.unior.com/>.

14.2. The buyer and the supplier shall strive to settle any potential disputes in a consensual way.

14.3. In case a dispute cannot be settled, the District Court of Celje has jurisdiction over the matter. In this situation the cancellation period requires supplier to fulfil all of the valid orders and agreements.

14.4. Applicable law: Slovenian law.

14.5. These "General purchase terms" are available in three languages, Slovenian, German and English. If any inconsistency or uncertainty is found, the Slovenian version shall be used for the interpretation of "General purchase terms".