

GENERAL CONDITIONS OF SALE

1) General

Save as otherwise agreed in writing, supplies of goods, materials, provision of services (hereinafter: goods), quotes and other services of the company Hidria IMP Klima d.o.o. or the seller (hereinafter: Seller) supplied to legal and natural persons shall be subject exclusively to the conditions specified below.

The Buyer's general or special conditions shall not apply in this case.

The Seller's quotes and the Buyer's orders shall, in principle, not be binding until they have been accepted.

These General Conditions of Operation shall enter into force either on the day they are approved or on the day the Seller's quote is confirmed or the Buyer's order is accepted.

2) Limitation of the powers

The Seller's employees, contractual agents and contractual brokers shall not be authorised to make oral agreements differing from those specified in these Conditions or in the Seller's quotes. Any agreement shall only be valid if made in writing. Oral statements made by the Seller's representatives shall not be legally binding upon the Seller, unless these have been expressly authorised in this regard.

3) Documentation

The quote documentation shall remain the Seller's ownership and must not be either copied or forwarded to third parties without the Seller's prior written approval.

The quote documentation is protected in compliance with the copyright law of the Republic of Slovenia and the EU.

The Buyer (hereinafter, – the Buyer and – the recipient of documentation – and any natural or legal person either engaging in the negotiations or receiving the Seller's quote or placing an order with the Seller, regardless whether a deal is then made with the Seller, shall be deemed equally as Buyer) shall be obliged to immediately return, at the Seller's written request, the entire documentation in the tangible form, including but not limited to all documents, information leaflets, computer software, notices, prototypes, models, devices and copies thereof, both in electronic and materialised forms, which were received by him from the Seller, provided that no order has been either placed or realised in accordance with the provisions of these General Conditions or, alternately, shall be obliged to return the documentation at our request, notwithstanding the preceding provisions.

Any technical documentation forwarded by the Seller or specified in the Seller's information leaflets or provided to the Buyer during the negotiations for the making of an agreement shall only represent technical characteristics of the Seller's products and shall not be deemed as any guarantee in legal terms, unless otherwise stipulated.

4) Placing and confirming orders

Any orders, including the Buyer's requests for a quote and the Seller's quotes (hereinafter: orders or agreements) shall be submitted to the Seller in writing. An order shall be deemed placed in writing if it has been sent to the Seller by post, by e-mail or per fax. The Buyer shall be obliged to define the order in clear and unambiguous terms, including all the data required, i.e. only with regard to the item concerned, quantity, date of required supply, required location of supply. Should this not be the case, the Seller shall have the right to refuse the order. Any other characteristics, such as the price, confirmation of the required date and required location shall be left to the Seller.

The Seller hereby undertakes, within 72 working hours following receipt of an order, to send to the Buyer either confirmation or refusal or any amendments under which he is willing to confirm the order. If no confirmation or refusal of the order is made or no amendments under which he is willing to accept the order are sent by the Seller within 72 working hours after receipt of the order, the order shall not be deemed confirmed by the Seller and the Agreement shall not be deemed made.

The order shall also be deemed accepted and the agreement made when the Seller has forwarded to the Buyer at the latter's written request a quotation for the supply of goods, provided that the Buyer has conformed the quote within 72 working hours. If the Buyer fails, within 72 working hours following receipt of the quote, to issue confirmation or refusal of such quote, the quote shall be deemed accepted by the Buyer and the agreement made.

5) Reserve as to late delivery by the Seller's suppliers

The Seller's confirmations of delivery of goods and the related obligations are made dependent on timely and proper delivery on the part of the Seller's suppliers.

The Seller shall not be liable for any damage caused by late delivery which is due to the reasons on the part of the Seller's suppliers.

6) Delivery times, insolvency on the part of the Buyer, delays in acceptance of goods

The delivery time shall be confirmed by the Seller. If the commencement of the delivery period depends on the Buyer meeting certain obligations such as the provision of the data required or the making of an advance payment, or any other conditions, the delivery period shall commence on the day such conditions are met.

The agreed delivery period shall commence as of the day of the Seller confirming the order. Compliance with the delivery period shall be subject to the Buyer meeting his obligations in a timely and proper manner. A fixed delivery deal shall be subject to an express agreement in writing.

If a delay in deliveries is due to the reasons for which the Seller cannot be held liable (such as force majeure, refusal or delay in the issuance of official permits, a strike at the Seller's or a delay on the part of the Seller's supplier) and the reasons for such delay are appropriately documented in writing, the delivery period shall be extended by the time of duration of the circumstances concerned. If the originally agreed periods or deadlines are exceeded by over 6 months, the Buyer and the Seller shall agree on a solution appropriate for the situation.

As regards orders at call purchase for supplies within fixed deadlines, an additional deadline of 14 days shall, after six months following the date of order confirmation, be set in which the Buyer shall be obliged to accept the quantity of goods not previously called for, for which an invoice will be issued or, alternately, the Buyer shall be invited to withdraw from the order and required to pay indemnification amounting to not less than 50% of the value of the goods plus value added tax, except in cases where the Buyer can prove that the damage was lower; if the Seller proves that the damage was higher, the Buyer shall be obliged to pay the balance making up the amount of the damage.

If after the agreement has been made it becomes evident that insolvency on the part of the Buyer jeopardises the payment of the Seller's invoices, the Seller shall have the discretionary right to non-performance of deliveries of goods or of preparation of deliveries of goods or provision of services. The right to non-performance of deliveries shall not be implemented if the Buyer has effected an advance payment or provided a respective guarantee. An appropriate deadline may be set to the Buyer for either the payment or a guarantee for the payment. If, in the additionally set deadline, the Buyer fails to effect the payment or to provide a guarantee, the Seller shall have the right to withdraw from the agreement or order. The reasons for resorting to the discretionary right must be documented.

The Seller shall have the right to temporarily suspend supplies of goods if the Buyer has overdue obligations to the Seller arising from previous supplies or from accepted/assigned claims up until the obligations have been met.

If the delivery period is extended at the Buyer's request or if acceptance of goods is delayed, the Seller may charge to the Buyer additional costs, such as the costs of warehousing or other costs and any damage which might have been caused. If the goods are warehoused at the Seller's location, the costs of additional warehousing shall be charged to the Buyer at 5% of the value of invoice. The Seller shall have the right to indemnification of the entire damage, if the latter exceeds 5% of the value of invoice.

7) Place of delivery, place of performance, transfer of liability, forwarding, partial deliveries

Goods shall be dispatched ex works in compliance with Incoterms 2000 – E/EXW Group, unless another place of delivery is agreed (excluding unloading). The place of performance shall – unless otherwise agreed – be Godovič or Ljubljana or the registered office of a branch or affiliated company, if the latter is specified in the order confirmation.

The liability associated with the object of delivery shall, in case of fare-free deliveries, pass to the Buyer, forwarder or carrier upon handover of goods, i.e. no later at the point of time when the goods have left our plant or warehouse. It shall be up to the Buyer to choose the means of transport and transport line; he shall also be liable in this respect.

Notwithstanding the Buyer's request or the accepted order or agreement for full delivery of goods within the agreed delivery period, the Seller shall [*manjka glagol v izvirniku*] to perform the delivery up to partial deliveries.

The Buyer shall be obliged to accept the goods delivered, notwithstanding the provisions of item __, even when these have immaterial deficiencies.

If the delivery of goods is delayed due to the reasons which are beyond the Seller's control, the liability and the risk of destruction shall pass to the Buyer as of the day the Seller has made a notice that all conditions for delivery are met. As of the said date, the Seller shall assume an obligation to insure the goods and materials appropriately at the Buyer's costs, i.e. up to handover of goods or materials to the Buyer.

If the goods cannot be delivered in the manner planned, at the time planned and in the place planned, the Seller shall be authorised to deliver the goods in another appropriate manner. The related costs shall be borne by the Buyer, with the latter having the possibility of proposing another manner of delivery in advance.

8) Prices

The Seller's prices shall be deemed gross prices EXW including the packaging, unless otherwise stipulated as regards packaging, with an extra charge of the statutory VAT as at the date of delivery. The prices shall be set in accordance with the applicable gross price list applicable as at the day of acceptance of order or quote or agreement. The prices shall be exclusive of customs duties, charges and similar fees. The costs of installation or mounting – unless otherwise stipulated – shall not be included in the said prices.

If, following order confirmation or quote acceptance, the prices have grown due to increased entry prices of resource materials or energy, the Seller shall have the right to increase the prices of his goods, which are part of his inventories and are planned to be delivered to the Buyer or are at the stage of implementing the order, by a percentage equal to that of the increase recorded in the

entry prices of resource materials or energy. The Seller hereby undertakes to provide to the Buyer competitive co-operation conditions during the entire term of co-operation.

The prices of the goods delivered shall only apply if the Buyer has accepted and actually taken over the quantity of goods specified in the order; should this not be the case, the Seller shall have the right to increase the prices accordingly.

9) Terms of payment

The Seller hereby undertakes to make out an invoice to the address specified in the order, i.e. separately for each delivery. Unless otherwise agreed in writing, the invoices shall fall due within 10 days of issuance with a discount (*cassasconto*) of 2% or within 30 days of issuance with no discount. Unless otherwise agreed, a delivery with regard to the first order shall be subject to an advance payment or cash on delivery.

If the Buyer is late with the payment, the Seller shall have the right to charge default interest from the day of deadline expiry to the actual payment in compliance with the legislation of the Republic of Slovenia. If a major damage is proved which is due to such delay, the Seller shall have the right to require appropriate indemnification.

The Seller shall have the right to close its claims using the Buyer's payments which deviate from the fixed amount and the time schedule according to the order of priority, as follows: (1) in case of several overdue claims – the claims secured with less guarantees, (2) in case of overdue claims provided with equal collateral – the largest claims, and (3) in case of several claims involving the same amount – the least recent claims. In case of claims with the same date, the proportional calculation shall be used. If the debtor must settle interest and costs in addition to the principal amount, the payments shall be used to close first the cost, then interest, and then the principal amount.

Any payment must be effected in a manner allowing the Seller to use the funds as early as on the due date.

In case of complaint, the Buyer shall be obliged to pay the invoice only in the part which relates to those goods or material delivered indisputably or those services provided indisputably.

10) Retention of title

The Seller shall reserve the title to the goods supplied until all the payments under the agreement have been made and all the due and non-past due claims arising from the commercial relationship with the Buyer have been settled.

If the Seller transacts business with the Buyer through a current account, the title to the goods supplied shall be reserved until all open items on the said account have been settled.

If there is an arrangement with the Buyer to the effect that the Seller's claim are to be settled by way of bills of exchange, the retention of title shall also be expanded to include collection of bills.

In case of late payments or other gross violations of the agreement on the part of the Buyer which relate to a significant part of his obligations, the Seller shall have the right to temporarily suspend the goods. Resort to the said right shall not constitute withdrawal from the agreement, unless this has been expressly declared.

The costs incurred due to suspension of goods or due to return of good from the Buyer to the Seller (particularly the costs of transport and warehousing) shall be borne by the Buyer, provided that suspension or return of goods has been announced to the Buyer appropriately in advance.

The goods returned or suspended at the Seller's may be used or processed, and the related proceeds may be used to make good the Seller's loss, provided that such use or processing has been announced in advance by way of a notice. Such notice must set an appropriate deadline in which the Buyer is to meet his obligations (payment or other obligations).

The Buyer shall be obliged to handle the goods delivered in a careful manner and insure them for the new value against fire, flood or theft. If maintenance and service works are necessary, the Buyer shall be obliged to carry them out in a timely manner (or have them carried out) at his own cost.

The Buyer must pledge neither the goods delivered prior to payment nor the goods to be returned, and must not transfer the related insurance.

In case of pledge of goods or other acts by third parties, the Buyer shall be obliged to immediately inform the Seller in writing, thus making him able to make an action for inadmissibility of execution in compliance with the legislation of the Republic of Slovenia. If either court or out-of-court costs of such action in compliance with the legislation of the Republic of Slovenia cannot be collected from third parties, the Buyer shall be liable for the loss thus caused.

As long as the retention of title is in effect, the Seller shall have the right to insure the goods delivered/returned to the new value against theft, breakage, fire, water or other risks at the cost of the Buyer, unless the Buyer proves, prior to such delivery, that there is insurance covering the said risks for the period the retention of title is in effect.

As long as the retention of title is in effect, the Buyer must not sell, pledge the goods or material delivered nor assign the goods as security. In case of any encumbrance (confiscation etc.) by a third party, the Buyer shall be obliged to notify the Seller accordingly in advance.

If an order or agreement is terminated, in particular due to failure to pay, the Seller shall have the right to accept the goods previously delivered at the place the goods are located, and the Buyer shall be obliged to inform him about such place and allow him such acceptance with no objections; should this not be the case, the Buyer shall be obliged to pay a contractual penalty amounting to 20% of the value of the delivery concerned, and if the damage exceeds 20% of the value of delivery, he shall be obliged to indemnify the total damage.

The Buyer shall be allowed, in the course of his usual business activity, to sell the goods delivered or alienate them; the Buyer hereby undertakes not to agree with its clients on the claim assignment ban. Should this not be the case, the Buyer shall be liable for any damage thus caused. The Buyer hereby undertakes, at the time of confirming the order and making an agreement, to assign to the Seller all claims amounting to the total amount of the delivery invoice (including the statutory value added tax) which have arisen as a result of reselling in relation to clients or third parties, and shall be obliged to inform about that in writing those clients or third parties to which the goods have been sold.

If the Buyer resells the goods together with objects which are not owned by the Seller, without or after processing/mixing, the claims on the clients shall only be assigned up to the value of the goods to which the title is enforced. If the Buyer and his client transact business through an account, the claim temporarily assigned shall also refer to the account balance recognised. The Buyer shall, even after assignment of claims, be authorised to collect the claims assigned. The Seller's right to independent collection of any claim assigned shall remain intact.

The Seller hereby undertakes not to collect the claim until the Buyer is meeting his payment obligations, is not late with payments and is not subject to a procedure of insolvency or a similar court procedure and does not terminate his payments. In the last case, the Seller may require that the Buyer submit to him a list of claims assigned and the related debtors, forward all the information required for collection and the accompanying documentation, and inform the debtors (third parties) about assignment of claims.

If the Buyer processes or transforms the goods delivered for which the purchase money has not been paid and the title to them is reserved, the matter shall always be subject to the Seller's instructions. If the goods delivered are processed together with the objects which are not owned by the Seller, the Buyer shall become a co-owner of the new product in proportion to the value of the goods delivered in relation to other processed objects at the time of processing. Otherwise, the products arrived at during processing shall be treated in the same manner as the goods delivered.

If the goods delivered are inseparably mixed with other objects which are not owned by the Seller, the Buyer shall become a co-owner of the new product in proportion to the value of the goods delivered in relation to other processed objects at the time of mixing. If the Buyer's goods are considered the principal goods in the process of mixing, the arrangement shall apply according to

which the proportional co-ownership shall be transferred from the Buyer to the Seller. The Buyer shall keep the products in ownership or co-ownership thus created for the Seller at no charge.

For the purpose of securing the Seller's claims on the Buyer, the latter shall also be obliged to assign to the Seller claims which were created in relation to third parties, i.e. due to a relation of the goods delivered with the land.

The Seller hereby undertakes to redeem, at the Buyer's request, the guarantees belonging to the Buyer, if the value of the Seller's guarantees exceeds the value of claims by over 20%. The selection of guarantees to be redeemed is at the Seller's discretion.

11) Quality of goods

Quality of goods shall be determined by the Seller and the Buyer on the basis of the product quality criteria. The Seller hereby warrants to the Buyer that the goods comply, as at the day of delivery, with the applicable technical standards and are free of deficiencies which would be due to manufacture not complying with the specification, inappropriate material or poor processing. Quality of goods and its compliance with technical documentation shall be evidenced by means of appropriate documents. The goods which must satisfy the requirements as regards safety as well as health and environment protection and which are governed by EU directives must be provided with the CE mark.

The Seller hereby undertakes to ensure that the delivered goods of the same type shall be equal or shall have the same characteristics within the framework of the entire delivery and successive deliveries, provided that they relate to the same order.

12) Complaints, limitation of time for complaints

Evident deficiencies shall be notified to the Seller immediately or no later than eight days of receipt of goods. If the Seller does not receive the said notification, any complaint relating to such deficiencies shall be excluded. In the other cases, the legally prescribed obligations as regards examination of the purchased goods and sending notices shall apply.

The period of limitation of time shall start as at the day of delivery of goods and shall be 12 months for all types of goods (new, spare and service parts).

In case of deficient goods, either the deficiencies shall be eliminated within an appropriate period or the goods shall be replaced, which shall be at the Seller's discretion. If elimination of deficiencies or a new delivery fails, or elimination of deficiencies or a new delivery is refused or postponed for a period unreasonably long, the Buyer may require indemnification, reduced price or termination of the agreement. The parts replaced or returned shall become ownership of the Seller. The Seller shall not warrant for deficiencies which are due to normal wear and tear,

inappropriate use, insufficient insurance or the use of improper equipment, and such deficiencies in regard to which warranty is excluded.

The Seller shall not be liable under complaints or warranty claims, where such claims are based on defaults arising from inappropriate or inadequate use of the goods, inappropriate mounting of the goods, coincidence, misappropriated use, negligent use, maintenance, inappropriate other equipment into which the goods are imbedded or inbuilt, the Buyer's false construction solutions, inappropriate place of use, or as a result of chemical, electric, electronic impacts on the goods.

It shall not be the Seller's obligation to check the appropriateness of devices delivered as to the purpose and manner of use which, as a rule, is not known to the Seller, and the Seller hereby refuses any liability in this respect. Moreover, the Seller shall not warrant for immaterial deviations from the agreed quality which only have a slight impact on the usefulness of the goods. If the Buyer or a third person makes alterations or repairs on our goods (the goods, i.e. including but not limited to devices, products, parts of devices, products or on devices installed by us [*nerazumljivo v izvorniku*]), the Seller shall be free from any liability.

The Seller shall warrant for repairs and spare parts to the same extent as for the original object of delivery, however only within the warranty period for the latter.

The Seller shall not be liable for legal faults on the goods delivered.

The Buyer hereby undertakes, in case of conditional takeover of the goods and complaints, to handle the goods in compliance with the general legal principle of due care.

Upon making a complaint, the Buyer shall be obliged to allow the Seller at the latter's request to inspect the goods concerned, to take over the goods and to examine the documentary evidence. Up to the point of taking over the goods by the Seller, the Buyer shall bear the risk of accidental destruction or damage of the goods in full.

13) Packaging and package

Unless otherwise agreed, the Seller shall be obliged to pack, mark and dispatch the goods in compliance with the rules pertaining to the profession or, at the request of the Buyer, to design and present the proposed packaging and labelling to be approved by the Buyer in advance. In cases where the packaging was determined by the Buyer, the liability for any damages to the goods delivered caused by insufficient or inadequate packaging shall be borne by the Buyer in full.

If the price of goods does not include the packaging, the Seller shall be obliged to specify it separately on the invoice.

In case of returnable containers, the price shall not be inclusive of packaging. The Seller shall be obliged to return to the Buyer returnable containers at his own cost.

14) Guarantee for damages / Limitation of guarantee

Unless not otherwise stipulated below, any further claims of the Buyer – notwithstanding the legal ground – shall be excluded. The Seller shall not be liable for any damage which was not directly caused on the object of delivery, in particular not for any damage due to loss of profit or any other damage to the Buyer's assets.

The Seller shall only assume liability if a deficiency has been concealed on purpose.

15) Advertising and sales promotion

The Seller shall, as regards the goods which are the subject-matter of orders, provide to the Buyer appropriate documentation and other materials designed for sales promotion and information to the end buyer, such as: information leaflets, catalogues, technical documentation.

16) Confidential information

Confidential information which are exchanged between the Seller and the Buyer shall include but shall not be limited to financial data, business plans and strategies, business operations and systems, trade secrets and information relating to sales agents, employees, clients and sellers or the supplier's technology, such as systems, discoveries, innovations, improvements, research and development, know-how, models, product specifications, computer software, codes, schemes, drafts, prototypes, devices, computer hardware, technical documentation and production processes.

The Seller shall have the right to forward the data about the Buyer to third parties for the purpose of his advertising and provided that this is required by the respective legislation; the Seller shall, in particular, have the right to use the data about the Buyer and send them to insurance companies, banks and other financial institutions.

17) Protection of confidential and other data

The Buyer must not disclose, disseminate or publish confidential and other information received during the time of negotiations with the Seller about the establishing and implementing the business cooperation to any natural or legal person without the Seller's prior written approval, with the exception of his employees which are obliged to comply with these provisions; moreover, the Buyer must not use confidential information for any other purpose.

The Buyer hereby agrees that, in preventing any unauthorised disclosure of confidential information, he shall proceed with reasonable care, and in no case less carefully than in protecting his own most confidential information.

18) Return of goods

Mass products may, upon prior agreement, only be taken back by the Seller in cases where these had been delivered less than three months prior to a written notice for return, provided that the goods including packaging are in a flawless condition possible to be sold, that the goods are returned at the Buyer's cost and provided that the Buyer recognises to the Seller the costs of return in a lump sum of 20% of the invoiced delivery, which shall be taken into account in the issuance of a credit note.

19) Compensation and suspension

The Buyer may only compensate indisputable or legally valid claims.

20) Contractual penalty

The Buyer shall not have the right to contractual penalty in case of late or improper performance on the part of the Seller.

21) Usances

The commercial and construction usances shall hereby be excluded.

22) Solving disputes, jurisdiction and applicable law

In case of doubt, the commercial clauses shall be construed by using the provisions of INCOTERMS 2000. Anything that has not been agreed by way of these Conditions shall be governed by the provisions of the Code of Obligations and other *[manjka]* and implementing regulations of the Republic of Slovenia.

Any contractual relationships made subject to these General Conditions shall be governed by the law of the Republic of Slovenia. The court with jurisdiction in Nova Gorica shall be responsible for solving disputes before courts.