



**SILIKO D.O.O., Tržaška 31, SI-1360 Vrhnika  
Slovenia - EU**

tel +386 1 364 80 80, [www.siliko.si](http://www.siliko.si), fax +386 1 364 80 85

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## 1. INTERPRETATION

In this General Terms and Conditions of Sale:

“Seller” means Siliko d.o.o., Tržaška cesta 31, 1360 Vrhnika, Slovenia;

“Buyer” means any legal person that has concluded the Agreement with the Seller;

“Goods” means the goods (including any instalment of the goods or any parts for them) which the Seller is to sale and supply in accordance with the Agreement and these General Terms and Conditions of Sale and any goods supplied in substitution for or in replacement of or in addition to such goods;

“Agreement” means either the agreement signed by the Seller and the Buyer, or the purchase order accepted by the Seller for the sale and/or supply of Goods, together with these General Terms and Conditions of Sale, whereby the Seller undertakes to manufacture, supply and deliver the Goods to the Buyer and the Buyer undertakes to take the delivery and pay for the Goods;

“General Terms and Conditions of Sale” means this General Terms and Conditions of Sale and any changes thereof;

## 2. SCOPE AND GENERAL PROVISIONS

This General Terms and Conditions of Sale takes precedence over any General Terms and Conditions of the Buyer and the Seller is not bound by any General Terms and Conditions of the Buyer, unless expressly agreed otherwise between the Seller and the Buyer in writing.

Any variations from this General Terms and Conditions of Sale are binding only if expressly agreed between the Seller and the Buyer in writing.

The Seller reserves the right to change this General Terms and Conditions of Sale at any time, whereby the Seller will notice the Buyer about the changes which apply 5 business days after the publication at the Seller’s website.

This General Terms and Conditions of Sale are available and published at the Seller’s website ([www.siliko.si](http://www.siliko.si)) and may be also provided to the Buyer at its request.

## 3. PURCHASE ORDERS

Purchase orders for the Goods placed by the Buyer to the Seller are deemed to be a binding offer. The Seller is bound by the purchase order after the express acceptation of such purchase order. If the Seller does not expressly accept the purchase order within the 48 h after the receipt of such order, the purchase order shall be deemed as accepted if not expressly refused by the Seller within 48 h after the receipt of the offer.

In the event that the Seller proposes a modification to the Buyer's purchase order, such proposal does not constitute acceptance of the purchase order, but a new offer of the Seller to the Buyer. The offer shall be deemed to be accepted by the Buyer upon the Buyer's express confirmation.

The accepted purchase order is binding to the Buyer and the latter may not validly withdraw from it unless otherwise expressly provided in this General Terms and Conditions of Sale.

Upon the placement and acceptance of a purchase order, the Buyer and the Seller agree on the foreseen quantities and the price of the Goods which shall be delivered to the Buyer within the agreed/yearly period of time. Within the agreed period of time and the same purchase order, the Buyer may request one or more partial delivery/deliveries of Goods in quantities needed.

#### 4. PRICES

The Seller and the Buyer agree on the price for the Goods upon the placement and acceptance of a purchase order, whereby the agreed price apply to all Goods delivered within the same purchase order, whether the Goods have been delivered in partial deliveries or in whole. The agreed price excludes all applicable taxes. The prices are set in accordance with the minimum purchase quantities.

Prices are valid for the period of the term of the Agreement and remain valid until a new agreement on prices has been reached between the Seller and the Buyer.

The Seller reserves the right to review the prices for Goods regarding market price and/or materials or components used for their production. Following such a review, the Seller may enter into negotiations in order to reach an agreement regarding price changes for the Goods with the Buyer and the Buyer shall participate in such negotiations in good faith.

The Seller also reserves the right to review and unilaterally change agreed prices for the Goods in the event of any changes of more than +/- 5% in market conditions, including but not limited to the changes of average WDK index, electricity costs, labour costs, or any other production and delivery costs (including, but not limited to gas prices), market price and/or price of materials or components used for the production. The Seller has the right to unilaterally adjust agreed prices for the Goods immediately or in the following calendar month subject to prior written notice to the Buyer.

If the Buyer does not agree with the proposed price changes, the Seller reserves the right not to accept the following Buyer's orders, and/or not to deliver any other quantities of Goods within the same purchase order, and/or to withdraw from the Agreement. In this case, the Buyer is not entitled to any compensation for any costs or damage occurred, including the costs or damages occurred due to the non-acceptance of the following orders or withdrawal from the Agreement, and any refund of the purchase price already paid.

## 5. INVOICES

The Seller will issue an invoice for the delivered Goods with the payment terms as agreed between the Seller and the Buyer. Invoice should clearly show the Buyer's purchase order, the customs tariff number, delivered quantity, delivery date, packing number and price for each article number.

Each invoice shall be in the agreed and the same currency and sent to the address provided by the Buyer.

## 6. INTEREST RATE

In case of partial or total non-payment or delayed payment of purchase price the Seller may charge the statutory default interest rate at a rate of 8% on the amount of purchase price for each day of the delay. The Seller reserves the right to claim any additional compensation to cover damages arising from the delay or partial or total non-payment of the purchase price.

## 7. PAYMENT TERMS

The Buyer is obliged to pay the agreed price within the deadline stated in the invoice and/or accepted purchase order and/or otherwise agreed deadline between the Seller and the Buyer.

The Buyer has no right to withhold any payment of the amounts due by any reason. An off-set of counterclaims is only permitted insofar as these counterclaims are acknowledged by the Seller as existing and due or have been finally determined as legally binding by the Seller.

The payment shall be deemed made when the full amount of the invoice has been settled; if it is not settled within the agreed deadline or it is partially settled, payment is deemed not to have been made, which shall constitute a breach of the Agreement.

The non-payment of one invoice, even if partial, or the delay in payment of the invoice, or the non-fulfilment of payment conditions agreed between the Seller and the Buyer, give the Seller the right to: (i) hold up the execution of its obligations without any previous notice until the total payment of the purchase price, and/or (ii) withdrawal from the Agreement subject to prior notice for the fulfilment of the Buyer's obligation, and/or (iii) the charge of the statutory interest rate in the event of a default in payment, and (iv) in any of the previous cases claim any compensation for the damages occurred, whereby the Buyer in any case is not entitled to any refund of the purchase price already paid.

The Buyer and the Seller may agree on the advance payment of the purchase price, whereby such advance payment shall be included in the total amount of the purchase price. In the event of any breach and/or withdrawal from the Agreement by the Buyer, the Seller has the right to keep the advance payment, unless otherwise expressly agreed between the Seller and the Buyer.

If the Buyer is in default with the payments of purchase price, the Seller has the right to suspend all deliveries if the Buyer fails to settle the overdue obligations within the additional 15 days counting from the agreed payment due date.

The Goods delivered to the Buyer but not paid yet remain the property of the Seller until full payment of the purchase price.

The Buyer is obliged to provide a balance sheet to the Seller in order to determine the terms of payment.

The Seller has the right to charge and the Buyer is bound to pay the costs of processing a payment reminder in the amount of EUR 25.00.

## 8. HOLD UP SUPPLIES

In addition to the payment terms as defined in the previous point, should one of the agreed terms not be complied with by the Buyer, even if partially, the Seller has the right to stop the outstanding deliveries and has no other obligations to the Buyer, including the compensation for any kind of damages occurred and any refund of the purchase price already paid.

## 9. DELIVERIES

Any agreed trade terms for the sale of Goods shall be constructed in accordance with INCOTERMS 2020 and corresponding clause agreed within the purchase order, unless otherwise agreed in writing between the Seller and the Buyer. In the event of no special agreement, the passage of risk shall take place when the Goods or parts thereof have been handed over to the Buyer in accordance with said terms.

The Buyer's delivery needs must be stated in the purchase order. Orders can be updated weekly or as may be otherwise agreed.

The lead delivery time for accepted purchase orders is 4-6 weeks for regular deliveries of raw materials. In case of urgent orders, a case by case delivery time may be agreed. The lead delivery time may be extended in case of delays of the delivery of semi-finished products, raw materials, packaging by the Buyer who ordered the Goods to the Seller. The Seller is not liable for any such delay to the Buyer.

The Seller announces the delivery day and hour to the Buyer or carrier for the takeover within the agreed time.

On the date of delivery, the Buyer or its recipient must be at the delivery address between 8:00 and 14:00 CET.

If the Goods are not taken over within 3 days following the announced delivery date by the Buyer or its carrier, the Seller has the right to charge the Buyer daily storage costs in the amount of EUR 15.00 per month for 1 pallet space or EUR 0.5 per day for 1 pallet space. Storage costs are the costs of holding a shipment at a location (warehouse, CES, etc). The Buyer must announce the day and time of the takeover of the Goods to the Seller.

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Liability for the damage and loss of the shipment shall be transferred from the Seller to the Buyer on the day of the Buyer's delay.

If the Buyer does not take over the Goods within 1 month following the expiry of the deadline for the takeover specified in the notice for the takeover of Goods, the Seller has the right to withdraw from the Agreement and/or sell the Goods to another buyer. In that event, the Buyer is bound to pay to the Seller the difference in the purchase price, if the Goods were sold for the lower price as agreed with the Buyer and any additional damages occurred to the Seller.

## **10. FORCE MAJEURE**

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, including the delay in the delivery, the delay occurring after previous delay or the delay occurred due to the subcontractors, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostiles (whether the war was declared or not), national emergencies, strikes or other labor disputes, blockades or other unforeseeable and unavoidable situations such as transport breakdowns or delays or interruptions, shortages of raw materials or energy without the Seller's fault, which, notwithstanding all the Supplier's reasonable efforts, make it impossible for the Supplier to make a timely delivery, epidemic, lockouts, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

In the event of force majeure, the Seller shall have the right to suspend delivery for the duration of the force majeure, including any reasonable period necessary to return to normal conduct of operation, and may withdraw from the Agreement in whole or in part.

## **11. QUANTITY OF THE GOODS DELIVERED**

The Seller has the right to carry out the purchase order with +/-10% change in the agreed quantity in the event that the special kind of manufacturing of Goods was agreed between the Seller and the Buyer.

## **12. ORDER CANCELLATION**

The Buyer may not cancel or withdraw from the accepted purchase orders for which the delivery time is agreed within the 8 weeks following the acceptance of the purchase order and is obliged to pay the agreed purchase price and takeover the Goods in any event.

For purchase orders in which the delivery date is agreed in a longer period than 8 weeks, the Seller and the Buyer may agree that either (i) the fulfilment of such orders may be delayed or (ii) such

orders may be cancelled, whereby the Buyer must reimburse the Seller the price of the ordered and already paid materials for the Goods.

If the Buyer and the Seller agree on the cancelation of the purchase orders, the Buyer shall reimburse the Seller for the items and/or materials specifically purchased or manufactured for the Buyer which cannot be used in other products or cancelled without costs for the Seller. All materials and components paid for by the Buyer are the property of the Buyer.

### **13. MOULDS**

Unless otherwise agreed, the amount charged to the Buyer for the moulds is to be considerate a full payment of all production costs of these moulds, copyright excluded. After payment is received the moulds are being regarded as then Buyer's property left at the Seller to be used and stored. Modifications are therefore considered to be the single responsibility of the Buyer and in accordance charged for.

The non-satisfaction of samples, which is however under size tolerance, does not give authorization to the Buyer not to pay the agreed charges as stated in above which charges must be in any case paid and refund to the Seller.

### **14. PRODUCTION RELEASE**

Before serial deliveries, the initial samples sent to the Buyer must be approved by the Buyer. The samples should be representative of future production under the conditions applying to such serial production.

### **15. CLAIMS**

In case the Buyer finds nonconformity in quality issue on the Goods delivered by the Seller, he has the obligation to inform the Seller about the nonconformity with the claim report immediately.

The Seller is obligated to issue an 8D report within the deadline agreed by the Seller and the Buyer. Costs arising from the claim are to be agreed by the Seller and the Buyer based upon the justification of the claim itself.

### **16. WARRANTIES**

The Seller does not warrant and shall not be under any liability in respect of any defect, alteration or non-conformance of the Goods that is found to have occurred as a result of: environmental or stress testing, misuse, neglect, improper installation, accident, improper repair, alteration, modification, improper storage, improper transportation or improper handling of the Goods.

The Buyer warrants to supply drawings, projects or samples to manufacture products that do not violate other industrial or commercial property rights and gives in this respect the widest warranty to the Seller. The Buyer is bound to hold the Seller harmless from any prejudicial consequence caused by the transgression to this engagement.

## 17. BREACH AND TERMINATION

In the event of a breach of the Agreement by the Buyer, the Seller notices the Buyer of the breach and gives the Buyer an additional period of time in which to remedy the breach. If the Buyer fails to remedy the breach within the time limit, the Agreement shall be deemed to have been terminated without any additional notices, and the Buyer shall be liable to pay to the Seller all costs already incurred by the Buyer in connection with the Agreement, and any damages suffered by the Buyer as a result thereof, whereby the Buyer is not entitled to any refund of the purchase price already paid, unless expressly agreed otherwise

## 18. INTELECTUAL PROPERTY

Buyer acknowledges that the Seller is the owner or licensor of brands, trademarks, designs, patents, copyrights and other intellectual property rights relating to Seller's Goods, and that no right or license is conveyed by Seller to Buyer to manufacture, have manufactured, modify, import or copy such Goods with the sale of Goods.

## 19. INSOLVENCY OF THE BUYER

In the event of the Buyer's insolvency, the Agreement shall be deemed terminated immediately and the Seller shall have no further obligation to deliver the Goods to the Buyer, however, all payments due from the Buyer shall become immediately due and payable.

## 20. GOVERNING LAW AND DISPUTE RESOLUTION

This General Terms and Conditions and any Agreement between the Seller and the Buyer is constructed and governed by the applicable Slovenian legislation. In the event of any claims or dispute arising out of or in connection with this General Terms and Conditions and any Agreement, shall be settled before the competent court in Ljubljana, Slovenia.

## 21. ACCEPTANCE

By accepting these general sales conditions, the Buyer gives up his own possible general purchase conditions, both separately and in total way.