

1. GENERAL TERMS

The General Terms and Conditions of Sale of Inoteh d.o.o., Bistrica ob Dravi (hereinafter referred to as the "Terms") apply to all forms of business cooperation with customers of Inoteh d.o.o., Bistrica ob Dravi (hereinafter referred to as the "Seller") that fall within the scope of the Seller's registered activities.

These Terms are binding for customers and shall apply as general contractual conditions and/or as an integral part of the contract. Any customer terms or conditions deviating from these Terms are valid only if expressly confirmed in writing by the Seller; confirmations sent by fax or email are also deemed valid written confirmation. Deviations from these Terms do not affect the validity of other provisions. The Terms are available at the Seller's registered office at K železnici 7, Bistrica ob Dravi, Slovenia, and on the Seller's website at www.inoteh.si. By placing an order, or at the latest upon receipt of goods, the Buyer accepts and acknowledges the Seller's General Terms and Conditions of Sale.

2. OFFERS AND ORDERS

Offer

The Seller's offer is binding and remains valid during the period explicitly stated in the offer, but no longer than 30 days from the date of the offer. The offer is non-binding only if the Buyer explicitly states it is a request for quotation, unless otherwise specified in the offer. If the order conditions change or if there are significant changes in circumstances on the part of the Seller or their suppliers, a new offer will be issued and the previous one will be null and void. Prices stated in the offer are valid only during the offer's validity period.

Sketches, technical drawings and other documents attached to the offer are binding for the Seller only if explicitly specified in the order. These attachments or documents may be used only for the Buyer's personal use and must not be reproduced or disclosed to third parties without the Seller's written permission.

Order

Orders must be submitted in writing and are accepted only when confirmed by the Seller. The issuance of a pro forma invoice is also deemed order confirmation.

If no offer was issued prior to the order, the prices applicable are those in the Seller's valid price list on the day the order is placed by the Buyer.

In the event the Buyer cancels the order, they must reimburse the Seller for all costs incurred related to that order up to the cancellation date.

The minimum value of goods ordered or the minimum value per shipment is EUR 50.00. For orders below EUR 50.00, an additional charge of EUR 20.00 is applied.

In the case of a call-off order, the Buyer must call off the goods within the period specified in the order. Otherwise, the Seller may, at their discretion, determine the delivery date, withdraw from the obligation to deliver the remaining goods, or consider the delay as order cancellation, in which case the provisions of these Terms regarding cancellation by the Buyer shall apply.

3. DELIVERY

The delivery period begins upon confirmation of the order by the Seller. Delivery dates specified by the Buyer in the order are not binding unless explicitly confirmed by the Seller.

The delivery date shall be the date the goods are dispatched from the Seller's warehouse or the date the Buyer is notified that the goods are ready for pickup. If the Buyer is required to make an advance payment, the delivery period begins upon receipt of the agreed advance payment. Should the Buyer subsequently change the order (e.g., quantity, technical specifications), the Seller reserves the right to change the delivery period. The Seller also reserves the right to make partial deliveries.

The confirmed delivery date may be extended in case of subsequent changes to the Buyer's order or due to circumstances beyond the Seller's control (e.g., late fulfillment by suppliers or force majeure). Events considered force majeure include, in particular: major machine breakdowns, strikes, natural or other disasters, war, etc. Delays in delivery by the Seller's suppliers due to delays from their sub-suppliers also constitute force majeure. In such cases, the Seller is not liable for any damages the Buyer may incur due to the delay.

If the delay in delivery is due to the Seller's fault and results in damage to the Buyer, the Buyer is entitled to compensation for the delay, up to a maximum of 1% of the value of the goods that could not be used on time due to the delay. The Buyer must provide documentary proof of such damage (e.g., order cancellation or penalty imposed by their customer).

The Seller is not liable for compensation if they can prove that the delay was caused by their supplier or by force majeure.

4. SHIPPING AND TRANSFER OF RISK

Delivery terms are interpreted in accordance with the INCOTERMS provisions of the International Chamber of Commerce. Unless otherwise agreed, Incoterms clause EXW applies.

The place of delivery is the Seller's registered office – Inoteh d.o.o., K železnici 7, Bistrica ob Dravi, Slovenia.

Risk of loss or damage to goods passes to the Buyer upon delivery to the carrier, freight forwarder, or directly to the Buyer.

Goods prepared for personal pickup must be collected within 5 business days. Otherwise, the Seller may ship or store the goods at the Buyer's expense and risk.

Any technical acceptance of goods, including the process, time, and place of technical inspection, must be agreed before the delivery deadline. Costs of technical acceptance are borne by the Buyer. If the Buyer fails to perform technical acceptance as agreed, the Seller may ship or store the goods at the Buyer's expense and risk.

5. PRICES AND PAYMENT TERMS

All prices in offers are in EUR and exclusive of VAT. The EXW parity applies, with goods loaded at the Seller's premises in Bistrica ob Dravi and properly packaged.

The payment deadline is the date specified on the invoice or payment document, and payment must be transferred to the Seller's bank account stated therein.

Unless otherwise agreed and confirmed in writing, the payment term is 30 days from the date of delivery.

In case of late payment, statutory interest will be charged.

A complaint regarding quantity or quality does not automatically extend the payment term. The term is extended only upon the Seller's acknowledgment of the complaint.

The Seller reserves the right to change the payment term or cancel the order if the Buyer substantially delays or defaults on payments.

The Buyer is not entitled to withhold payments or set off claims unless such claims are acknowledged by the Seller or established by final court decision.

If the Buyer is in default, shows signs of significantly reduced creditworthiness or financial instability (especially in the event of publicly announced insolvency proceedings), or fails to provide sufficient security, all outstanding claims become immediately due. In such cases, the Seller has the right to reclaim unpaid goods, and the Buyer loses the right of possession.

6. RETENTION OF TITLE

The Seller retains ownership of delivered goods until full settlement of the Buyer's obligations related to the goods, including payment of any costs, dunning fees, or late payment interest.

The Buyer must cooperate with all measures necessary to protect the Seller's ownership rights until all obligations are fulfilled.

7. WARRANTY FOR QUALITY OF SUPPLIES AND GOODS

In case of defects due to poor workmanship or other flaws, the statutory warranty for material defects applies, even without an explicit warranty declaration.

The Seller is liable for material defects under the conditions and within the deadlines set by law. The Buyer must inspect the goods upon delivery and report any obvious defects in writing immediately or within eight days of delivery at the latest. Hidden defects discovered during use must be reported no later than six months after delivery or two months from the date of discovery, if the Buyer is a consumer.

Complaints due to improper use, incorrect product selection, unauthorized or unprofessional installation, improper handling or storage, or unqualified commissioning will not be accepted.

8. LIABILITY FOR DAMAGES

The Seller is liable for damages only in the event of proven breach of contract or other written agreements, and only within the product's warranty period and based on and within the limits of the mandatory product warranty. The Buyer explicitly agrees that the Seller is not liable for any indirect damages (e.g., loss of income or production) resulting from warranty claims for material defects.

The burden of proof regarding liability and entitlement to damages rests with the Buyer.

9. DISPUTE RESOLUTION

All complaints are resolved based on these Terms.

All disputes between the Buyer and Seller are governed by the laws of the Republic of Slovenia. Any legal disputes shall be subject to the competent court in Maribor.

Bistrica ob Dravi, 1.2.2015