

GENERAL TERMS AND CONDITIONS OF SALE OF THE COMPANY BIOSTILE, TRGOVINA IN STORITVE, D.O.O. FOR LEGAL PERSONS and INDEPENDENT ENTREPRENEURS

1. GENERAL PROVISIONS

1.1 These General Terms and Conditions of Sale (hereinafter referred to as the GTC) regulate the contractual relationship between the company Biostile, trgovina in storitve, d.o.o., Komen 129A, 6223 Komen (hereinafter the seller) and between legal entities or independent entrepreneurs acting as purchasers of goods and/or or vendor service.

1.2 GTC apply to all relationships between the seller and the buyer, unless the seller and buyer have agreed otherwise for the individual case. In case of doubt regarding a special agreement, only agreements in written form are considered to be a special agreement, whereby electronic communication is also recognized as written form.

1.3 The condition for the use of these GTC is that the seller has referred to them in the sales contract, offer or other documents (hereinafter: legal transaction) with which the transaction was concluded, and thus the buyer was given the opportunity to use them. inform.

1.4 The seller reserves the right to specify special conditions in an individual legal transaction, which in the case of such a legal transaction apply before GTC. The above also applies in the event of a discrepancy between the provisions of an individual legal transaction and the GTC.

1.5 The seller does not recognize any conditions of the buyer that contradict or deviate from these GTC, unless the seller expressly confirms them in writing, whereby electronic communication is also recognized as a written form.

2. CONCLUSION OF LEGAL DEAL

2.1 A legal transaction between the seller and the buyer is considered concluded when the parties to the contract have agreed on the essential components of the transaction, or when the seller receives a written statement from the buyer that he accepts his offer. The buyer's order must be given in writing and sent to the seller's address by post, to his email address or through his online application, or according to established business practice.

3. SUBJECT OF THE CONTRACT

3.1 The seller will deliver or perform the goods or services in accordance with the concluded legal transaction.

4. DEADLINE, PLACE AND METHOD OF DELIVERY

4.1 The seller will supply the buyer with the agreed quantities and types of goods or performed the service within the agreed term and in accordance with the agreed parity. In the event of a sudden, extraordinary increase in orders, the seller reserves the right to change the delivery date.

4.2 The agreed delivery date is not considered an essential component of the contract in the sense of Article 104 of the CO, unless the parties have agreed on this with a special clause (eg: "not later than", etc.). A contractual penalty due to a delay in the delivery deadline is recognized only if it is specifically agreed in writing.

4.3 The seller sells the items EXW the seller's warehouse (INCOTERMS 2010). The seller can conclude a transport contract at the buyer's expense and risk, if the buyer so requests or if this is the business practice between the contracting parties.

In the event that the seller concludes a transport contract at the buyer's expense and risk, the seller is not responsible for the conduct or work of the carrier. The buyer expressly agrees that in these cases he authorizes the carrier to sign the release on his behalf and for his account. delivery note for goods loaded in or on a means of transport.

4.4 The quantity is determined by counting, weighing or measuring, in accordance with applicable legislation.

4.5 Quantitative acceptance of products is carried out on the basis of measurements (counting) and the seller's documents. Deviations in quantity are possible within the recognized margin of $\pm 10\%$ of the total quantity. A deviation within the recognized tolerance is considered a normal deviation and cannot be the subject of a complaint

4.6 Acceptance of the rendered services is done by signing the handover minutes or delivery notes.

4.7. In the event that the buyer does not pick up the ready goods within the agreed time, the seller reserves the right to charge for storage (in the amount of €30 per day for each day of non-pickup per pallet place) and any other costs that may arise due to the non-pickup of the goods.

5. BILLING AND PAYMENT

5.1 The seller reserves the right to change the prices and conditions stated in the price list if new circumstances affecting the price and conditions arise after the conclusion of the legal transaction.

5.2 If the legal transaction was concluded by accepting an individual seller's offer, the price specified in the offer applies, unless otherwise agreed in writing.

5.3 Unless expressly agreed otherwise, the seller invoices the buyer for each individual delivery. As a rule, a new offer is made for each order.

5.4 The buyer is obliged to pay the purchase price according to the individual invoice/proforma invoice in accordance with the agreed payment terms and deadlines, to the transaction account of the seller, which is indicated on the invoice/proforma invoice.

5.5 The contracting parties agree that the seller has the right to immediately and unilaterally refuse the sale of goods or performance of the service if the buyer owes or has not settled his overdue obligations to the seller. The contracting parties further agree that the seller has the right to unilaterally refuse the delivery of the goods or performance of the service on a deferred payment basis, if circumstances occur that strongly undermine the seller's confidence in the buyer's ability to pay (e.g. a significant deterioration of the buyer's financial situation, the buyer's insolvency, blocking of any of the buyer's transaction accounts, initiation of insolvency proceedings against the buyer), if, in the seller's opinion, it worsens creditworthiness of the buyer or if the buyer does not provide adequate insurance at the request of the seller.

5.6 In the event of the occurrence of any of the circumstances described in point 5.5, the contracting parties may agree on further mutual business for the method of payment before delivery (payment by proforma invoice).

5.7 According to the prior agreement between the contracting parties, offsets and cessions are also acceptable payment methods for the seller. The contracting parties expressly declare and agree that the seller can set off any obligation to the buyer with its claims to the buyer arising from their mutual business. The seller undertakes to inform the buyer in writing about the set-off, by submitting the appropriate specification of claims that have ceased to be set-off.

5.8 The payment term begins on the day of receipt of the goods/services rendered or with the date of receipt of the invoice. The day of payment is considered the date of arrival of the payment on the transaction account of the seller.

5.9 When paying to a transaction account, a reference is required, which is written on the invoices/proforma invoices.

5.10 If the buyer objects to any of the invoice items, he is obliged to pay the undisputed part of the invoice within the stipulated period.

5.11 In the event of late payment, the buyer is obliged to pay the statutory late payment interest from the day of the delay until payment.

5.12 Late payment interest can be charged by the seller with a debit note, which is due for payment within 8 days from the date of the debit note.

5.13 The seller charges the costs of the reminder on the Reminder for payment, which is due on the 7th day after the reminder is issued. The cost of the reminder is calculated according to the valid price list.

5.14 If the buyer is in arrears with the payment of two consecutively issued interest statements, the seller can account for the subsequent payments received in accordance with Article 288 of the Code of Civil Procedure. This means that he will first calculate the costs, then the interest and the final principal and inform the buyer with the specification of the payment received. The contractual parties also expressly agree that the principal obligations shall be settled in the order in which they are due, unless otherwise agreed in writing.

5.15 The goods remain the property of the seller even after they have been delivered to the buyer, until the buyer has paid the purchase price for the goods in full.

5.16 If the buyer sells the goods to any third party during this time, he assigns to the seller all claims he acquires against these third parties from this sale. The buyer will immediately notify the seller of the occurrence of these claims. From the assigned claims, the seller can pay off his claim for payment of the purchase price together with interest and costs. What he recovers more, he is obliged to hand over to the buyer the next day. If the buyer pays the purchase price in full, or if after full payment of part of the assigned claims, the seller still has other assigned claims, the seller must immediately assign them back to the buyer.

6. COMPLAINTS

6.1 About obvious errors regarding the quantity and quality of the goods or service, the buyer must notify the seller immediately.

6.2 Hidden defects must be reprimanded by the buyer immediately after noticing the defect. The seller is not responsible for defects that appear after 6 months have passed since the acceptance of the goods or service. The seller is not responsible for defects if the buyer did not store the goods in accordance with the instructions and usual storage practices and the defects were caused by improper storage. The seller takes into account the buyer's complaints only if they are submitted in writing, on time and are justified in terms of the provisions of the General Terms and Conditions. Complaints are delivered in writing to the point of sale or by e-mail to b2b@biostile.si.

6.3 The seller is obliged to respond to the complaint and start the complaint resolution process as soon as possible, but no later than within 8 days from the date of receipt of the notification of the complaint. The complaint must be resolved within a reasonable period of time, i.e. the time that is objectively necessary to carry out the procedures necessary to determine the actual situation and resolve the complaint.

6.4 If the contracting parties have different opinions regarding the determination of the condition of the claimed properties, the inspection of the goods or service of an independent accredited laboratory or an independent expert in the relevant profession. If it turns out that the complaint is justified, the costs of the examination will be paid by the seller. If it turns out that the complaint was not justified, the buyer is obliged to pay the costs of the expertise.

6.5 Buyer and seller agree on the choice of laboratory or an expert in the relevant field. If an agreement on this issue could not be reached, the choice is made by the seller, who also orders an inspection of the goods or services.

6.6 The buyer must provide the laboratory or the expert of the relevant profession all the necessary help and information, so that he can perform his work in accordance with the principles of a good expert. The seller can ask the buyer to make a deposit to cover the costs of the expertise. The basis for the amount of the deposit is the estimate of costs issued by the recipient of the goods inspection. If the buyer does not pay the required deposit, he is considered to have waived the claim.

6.7 If the buyer refuses to cooperate in the fulfilment of the obligations from the previous paragraph, the seller will ask him in writing to fulfil them and set him a suitable deadline for fulfilment. If the buyer does not continue to cooperate and thereby prevents or hinders the preparation of the expertise, it is considered that the buyer has waived the complaint claim and the complaint procedure ends. In such a case, the buyer is obliged to reimburse the seller for the direct costs incurred by the seller in organizing the expert inspection.

6.8 In case of a justified complaint, the buyer can:

- requests the seller to correct the defect or hand over another item without a defect,
- requests a reduction in the purchase price,
- resigns from the legal business.

6.9 The buyer may not return the claimed goods to the seller without his prior written consent. Without the express consent of the seller, the buyer may not use the goods for which the complaint procedure is in progress, otherwise his right to complaint expires for the amount of goods used.

6.10 The seller is only liable for ordinary damage caused to the buyer due to a defect in the delivered goods. For lost profit, stoppage in production, etc. the seller is not responsible.

6.11 The value of the buyer's claim from the advertised goods cannot be greater than the value of the delivered goods.

7. FORCE MAJEURE

7.1 The seller is not obliged to provide services or deliver the contractual quantities and types of goods to the buyer, nor meet the delivery deadline in case of force majeure. The seller is also exempt from liability for damage caused by force majeure (Article 153 of the Code of Civil Procedure). Circumstances that occurred due to a cause that was outside the nature of things and whose effect could not be expected, prevented or avoided (unpredictable and uncontrollable external event) are considered force majeure. Apart from the usual causes, which are taken into account by judicial practice, the actions of state authorities that caused disruptions in supply or would make it impossible to purchase or supply goods are also considered as cases of force majeure.

7.2 The seller must inform the buyer in writing about the impossibility of fulfilling the legal transaction due to force majeure.

7.3 During the duration of the force majeure, the contractual obligations of the parties are suspended, with the exception of the obligation to pay for already delivered goods or service already performed.

7.4 If force majeure lasts more than 1 month, the parties shall agree on the further fate of the legal transaction. If the parties cannot come to an agreement, each of the parties has the right to unilaterally terminate the legal transaction by notifying the other party in writing (Article 329 of the Civil Code).

8. BUSINESS SECRET

8.1 The entire legal transaction, including all documentation relating to it, is considered a business secret, and the parties to the contract will adequately protect the data on mutual business based on the legal transaction and prevent access to it by a third party. Responsible persons of contractual parties are criminally liable for the release of information that is defined as business secrecy.

8.2 The parties agree to maintain business confidentiality and to use it only for the purpose of carrying out the object of the legal transaction. Furthermore, the parties agree not to disclose the trade secret to anyone except:

- to the parent company, subsidiaries, affiliates or otherwise jointly controlled companies and to those of their employees or colleagues in these companies who are in charge of reviewing this information and who need the information for their work.

8.3 The obligation to protect business secrets does not apply in cases where:

- the contractual party is aware of the business secret even before it has been received by the other contractual party;

- a trade secret becomes public for a reason other than the violation of a legal transaction;

- the trade secret was independently developed by the contracting party without violating the provisions of the mutual legal transaction;

- the trade secret is disclosed by the contracting party at the request of the competent court or other state authority;

- the contractual party transfers the trade secret to a third party based on the written authorization of the other contractual party;

- the trade secret is received by a third party without similar restrictions and without violating the mutual legal transaction.

8.4 The buyer allows and authorizes the seller to forward selected data from balance accounts to databases that are managed centrally by companies that produce credit information.

9. E-COMMERCE

9.1 Electronic data exchange

9.1.1 Content, procedures and security of e-business

The contracting parties can agree to exchange agreed business documents in electronic form.

When the contracting parties agree on what is the subject of electronic business (which business documents - e.g. orders, delivery notes, invoices...), they determine the technical data exchange protocol, including the method of data protection during the transfer process.

9.1.2 The technical data exchange protocol includes:

- method of data transfer,
- protection of data during transfer (pgp...),
- electronic signing of documents (e.g. e-invoices),
- timestamping.

10. RESIGNATION FROM LEGAL BUSINESS

10.1 In case of breach of obligations by the seller, the buyer reminds the seller to fulfil the obligations and sets him an additional suitable deadline for fulfilling the obligations, which must not be shorter than 8 days. If the seller does not remedy the violation within the specified period, the buyer may withdraw from the legal transaction without notice.

10.2 The contracting parties agree that the seller has the right to withdraw from the legal transaction without notice:

- if the buyer owes or has not settled his overdue obligations to the seller,
- in the event of the buyer's delay in payment within the period agreed with the individual legal transaction,
- if the buyer is subject to bankruptcy or liquidation proceedings, or compulsory settlement proceedings,
- if the buyer becomes insolvent according to the seller, even though the insolvency was not established by a court decision, or if there are other reasons from which the seller can reasonably conclude that the buyer will not be able to fulfil his obligations,
- if the buyer ceases to operate,
- if a court order has been issued against the customer for the payment of debts and his accounts have been blocked for more than 3 days as a result,
- if, according to the seller, there is such a negative development in the buyer's economic, legal or personnel situation, or other such circumstances occur, which would cause the seller to come or could come to a significantly less favourable position, or which would seriously undermine the seller's trust in the buyer and/or his ability to fulfil his obligations, or which could in any way threaten, complicate or make it impossible to fulfil the buyer's obligations.

10.3 If the legal transaction is concluded for an indefinite period, each of the contracting parties may terminate it with a one-month notice period, whereby the transaction may not be terminated during the implementation of the operation, if this could cause business damage to the party, unless the other party agrees to such termination .

10.4 Statement of cancellation or the resignation must be submitted by registered mail, which is considered to have been served on the next working day from the date of delivery to the post office.

10.5 Declaration of termination or withdrawal from the legal transaction becomes effective on the day of service, carried out in the manner described in point 10.4 and is considered in advance.

11. ANTI-CORRUPTION CLAUSE AND PREVENTION OF MONEY LAUNDERING

11.1 If, during the preparation and/or conclusion of the subject contract, someone on behalf of or at the expense of one contracting party offers or gives any unauthorized benefit to the representative or intermediary of the other contracting party for:

- acquiring a business or
- concluding a deal under more favourable conditions or
- failure to supervise the performance of contractual obligations or
- other conduct or omission that causes damage to the contracting party or enables the obtaining of an unauthorized benefit to the representative of the contracting party, another contracting party or its representative, representative, intermediary, the contract is void.

11.2 The contracting parties undertake to conduct business in accordance with the applicable regulations on the prevention of money laundering and the financing of terrorism.

12. VALIDITY GTC

12.1 The possible invalidity of an individual provision of the GTC or legal transactions does not affect the validity of the remaining provisions of these GTC and/or legal transactions accepted on their basis.

12.2 GTC they are valid for an indefinite period of time or until the new or amended ones come into force GTC.

12.3 The seller will inform the buyer about the intended change to the GTC or the implementation of the new GTC by means of a publication when the offer is issued, and will also publish the changes on its website www.biostile.si before the planned start of the implementation of the amended or new GTC.

12.4 At the announced or published entry into force of the new or amended GTC, the buyer may terminate the valid legal transaction by giving a written statement of termination before the expected entry into force of the new or amended GTC, with a notice period of one month.

13. FINAL PROVISIONS

13.1 The seller and the buyer are bound only by those obligations that are stated in these GTC or agreed in writing between them, and those provisions of the CO, other laws and regulations that are mandatory.

13.2 Each contracting party is obliged to immediately notify the other contracting party in writing of a change in information regarding the company's registered office or any other information.

13.3 The contracting parties note that, due to their common interests, they have an obligation to handle waste packaging in accordance with the requirements of Article 26 of the Regulation on handling packaging and waste management in such a way that they have contractually transferred this obligation to companies authorized to handle waste packaging.

13.4 The buyer has the right to transfer this legal transaction and/or any right and obligation from the legal transaction to a third party, provided that he obtains the prior written consent of the seller.

13.5 The law of the Republic of Slovenia shall be used for the interpretation and assessment of all provisions of these General Terms and Conditions, as well as for the regulation of relationships arising from all legal transactions arising from them.

13.6 The parties to the contract will resolve disputes arising from mutual legal transactions amicably, and in case of failure, before the competent court in Koper.

13.7. With an order or by purchasing from the seller, the buyer declares that he is fully familiar with these general conditions and accepts all provisions of these general sales conditions.

13.8. The text of the applicable general terms and conditions binds all parties entering into a legal relationship with the seller, it is considered that the party entering into a business relationship is familiar with the general terms and conditions and agrees to them.

13.9. GTC are published on the website https://biostile.org/GENERAL-TERMS-AND-CONDITIONS-OF-SALE_2.pdf and are valid from 15/6/2022 onwards.