

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF THE COMPANY

**ISOKON, d.o.o., Slovenske Konjice**

(hereinafter: the "GTC")

### 1. SCOPE OF APPLICATION

1.1 These GTC of the company ISOKON proizvodnja in predelava termoplastov, d.o.o., Slovenske Konjice, Industrijska cesta 16, 3210 Slovenske Konjice, Slovenia (hereinafter: "**Isokon**" or the "**Supplier**") apply to any supply of goods, products, services or work by Isokon to other legal entities or businesses acting in their commercial professional capacity when in a business relationship with Isokon (hereinafter: the "**Customer**"). (Isokon and the Customer are hereinafter jointly referred to as the "**Parties**" and each individually as a "**Party**").

1.2 Each supply of goods, products, services and work (any of those and/or any part of them hereinafter: the "**Goods**") by Isokon to the Customer shall be made exclusively and solely in accordance with these GTC, which are binding and apply for all legal relationships concerning the supply of Goods. Deviating terms and conditions shall apply only if they have been expressly agreed between Isokon and the Customer in writing by a separate agreement. These GTC are deemed accepted by the Customer by the placing of an order, acceptance of Isokon's offer, payment of invoice (even if only partially) or the acceptance of delivery. They shall also apply to all future transactions with the Customer although not expressly agreed at that time. The application of Customer's conflicting, deviating or supplementary terms and conditions, customs, practices or similar shall be excluded and deemed objected to in advance, even if Isokon does not expressly object to them. Any Customer's terms and conditions, customs, practices and similar shall be of no effect nor binding upon the Parties unless agreed between the Parties expressly and in writing in a separate agreement in advance.

1.3 In the legal relationship between the Parties, the following descending order of priority of documents applies in the event of any conflict or inconsistency between the documents, unless agreed otherwise by the Parties explicitly and in writing: (i) the written agreement concluded between the Parties, (ii) Annexes and Schedules to the written agreement concluded between the Parties, (iii) offer made by Isokon, (iv) Isokon's order acceptance/order confirmation, (v) these GTC. Subject to the above order of priority between the documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them. In case there are no conflicts or inconsistencies between them, the provisions of the documents with lower priority shall be in addition to the provisions of other documents with higher priority.

### 2. CONTRACT FORMATION

2.1 Offers made by Isokon shall be legally non-binding unless they are expressly declared to be binding by Isokon. Isokon may revoke the non-binding offer at any time with no liability. Also (price) Quotation(s) and price list(s) for the Goods shall be non-binding. Quotation(s), price list(s) and non-binding offers are considered as an invitation to the Customer to submit the order for the Goods. If the Customer then makes an offer by placing an order, a contract shall be formed (i) upon confirmation/acceptance of the order by Isokon (which can be made in any form whatsoever) or (ii) (if there is no explicit order confirmation/acceptance by Isokon) upon payment or delivery; as applicable. If the Customer's order or Customer's confirmation/acceptance deviates from the offer, quotation or price list made by Isokon, the contract shall only be concluded if Isokon agrees to the deviations explicitly and in writing.

2.2 If Isokon makes a binding offer that is not accepted by the Customer within the period of validity specified in the offer or, in the absence of such specification, within a period of one (1) week after the offer is sent to the Customer, the offer shall expire. The binding offer and these GTC shall be regarded as accepted in their entirety without any changes by the Customer if the Customer accepts/confirms an offer made by Isokon (i) by placing an order or (ii) by sending an e-mail or other written communication accepting/confirming the offer or (iii) by other conclusive action. The contract shall be considered formed upon the Customer performing any action under (i), (ii) or (iii) from the previous sentence.

2.3 Once the contract is considered formed/concluded according to previous paragraphs of this Clause 2 (the contract so formed/concluded hereinafter referred to as: the "**Contract**"), the order cannot be cancelled by the Customer and no changes to the Goods or otherwise may be requested, unless otherwise agreed between the Parties explicitly and in writing.

2.4 Verbal agreements or promises shall only be valid if an authorized representative of Isokon confirmed them explicitly and in writing.

### 3. PRICES, TERMS OF PAYMENT AND INVOICING

3.1 The Customer shall pay to the Supplier the applicable price for the Goods. The applicable price(s) of the Goods shall be: (i) the price set out in the offer made by Isokon or (ii) the price set out in the order confirmation/acceptance made by Isokon (as applicable) or, (if none of the foregoing under (i) and (ii) exists) (iii) the price set out in the Supplier's price list valid at the date of submission of order by the Customer to the Supplier.

3.2 The price(s) for the Goods payable by the Customer to the Supplier are based on and are agreed according to FCA Industrijska cesta 16, 3210 Slovenske Konjice, Slovenia (Incoterms 2020) (as such term is defined in the International Chamber of Commerce Incoterms 2020). The prices are exclusive of any value-added tax and other taxes, duties and levies which may be chargeable in connection with the price. Those amounts (if applicable) will be charged separately and shall be paid by the Customer to the Supplier in addition to the price for the Goods.

3.3 The Customer shall be obliged to pay the price for the Goods in advance as an advance payment based on the pro forma invoice of the Supplier. Other payment terms apply only if explicitly agreed between the Parties in writing. Payment by the Customer shall not be deemed to have been made until the Supplier has received such payment in full and in cleared funds.

3.4 The Supplier shall issue an invoice for each delivery of Goods. The Supplier is entitled to issue partial invoices for partial deliveries of Goods.

3.5 All payments concerning the Goods shall be made in euros (or in such other currency designated by the Supplier on the invoice) by bank transfer. The Customer shall deliver to the Supplier any certificates, statements, confirmations or other documents reasonably requested by the Supplier in relation to the value-added tax or similar regulations and/or as requested by the tax or other authorities and/or to permit the Supplier to claim as a credit or deduction against any income or profits any such taxes which the Customer shall have withheld or deducted.

3.6 If the Customer fails to pay the price (or any part thereof) for any Goods when such payment is due, the Supplier will be entitled, without prejudice to any other right or remedy it may have under the Contract, a separate agreement or applicable laws, to: (i) cancel or suspend any further delivery to the Customer (under any order, Contract or other agreement) and (or) terminate the Contract; and (ii) charge default interests at the rate set

forth under the Slovenian laws from the date the payment becomes due until the late payment is actually made to the Supplier; the Customer shall pay any such accrued interest pursuant to this Clause 3.6 together with the overdue amount; and (iii) sell or otherwise dispose of any Goods which are the subject of any Customer's order or Contract without any further obligation to the Customer with respect to such Goods or order or the proceeds from such sale or disposition; and (iv) charge the Customer all the damages and costs incurred to the Supplier, including the warehousing costs for the Goods (for the period until the Goods are located at the warehouse and up until the Goods are taken over by the Customer or by a third party to which the Goods are sold); warehousing costs shall be charged at the market price applicable for warehouses in Slovenia. If the Customer is not obliged to make an advance payment for the Goods according to the provisions of a separate agreement or the Contract, the Supplier shall have, in addition to the rights specified in the previous sentence of this Clause, the right to request the Customer to submit to the Supplier sufficient and enforceable collateral for the payments.

3.7 If the Customer disputes any invoice, it shall notify the Supplier thereof in writing and such notification shall specify in sufficient detail the reasons for disputing the invoice and shall be accompanied by sufficient evidence supporting the asserted facts. If the notification does not meet the above requirements, it shall be deemed ungrounded and the Customer shall be obliged to pay all the disputed amounts. Parties shall use commercially reasonable endeavours to resolve the dispute in a timely manner.

#### 4. DELIVERY DATES, DELIVERY AND PASSAGE OF RISK

4.1 Upon the confirmation/acceptance of the Customer's order or formation of the Contract in accordance with these GTC (as applicable), the Supplier will notify the Customer of the envisaged delivery date for the Goods (normally, the envisaged delivery date will be stated in the order confirmation). Such a delivery date is not binding and not of essence. The Supplier will use commercially reasonable efforts to deliver the Goods to the Customer at the envisaged delivery date communicated to the Customer. The final delivery date will be communicated by the Supplier to the Customer prior to the envisaged delivery date. If the Customer is not notified of the final delivery date at least 5 (five) days before the envisaged delivery date, the Customer shall request the Supplier to specify the final delivery date in writing and the date so specified by the Supplier shall be the final delivery date. The Customer shall take over the Goods on a final delivery date. Furthermore, the Supplier is only obliged to deliver the Goods to the Customer under the condition the Customer has timely provided the Supplier with all the information, instructions and documentation required for the performance of such delivery (including documentation under the applicable tax rules) and provided that the Customer has made any advance payments in the manner and amount as agreed by the Parties. If the Customer fails to do so, the Customer is considered to be delayed in taking over the Goods and shall bear all the applicable consequences related therewith. If it is expected that the communicated delivery dates cannot or may not be met, the Supplier will notify the Customer thereof. In such case, the Supplier will communicate a new delivery date or the Parties shall negotiate in good faith on how the delivery dates shall be changed. The Customer shall not have any right whatsoever if the delivery date(s) is(are) changed.

4.2 The Goods under the Contract shall be supplied by the Supplier to the Customer at the Supplier's registered office or at such other location as agreed between the Parties in writing. The Goods under the Contract shall be supplied by the Supplier to the Customer FCA Industrijska cesta 16, 3210 Slovenske Konjice, Slovenia (Incoterms 2020), whereby the Goods shall be ready for collection on

the delivery date as set forth under Clause 4.1 of these GTC. The Supplier is entitled to make a partial delivery of the Goods.

4.3 Events that are unforeseeable, unavoidable or outside the control and/or sphere of influence of the Supplier and events for which the Supplier does not bear responsibility, including without limitation the Force Majeure Events (as defined herein), shall release the Supplier for the duration of such an event from its obligation to make timely delivery or to perform timely. Delivery and performance periods and dates, as the case may be, shall be extended or rescheduled, as applicable, by the length of such an event, and the Customer shall be informed of the occurrence of such event in a reasonable manner.

4.4 All the risks (of loss, damage, etc) in the Goods shall pass to the Customer in accordance with and pursuant to Incoterm FCA Isokon, Industrijska cesta 16, 3210 Slovenske Konjice, Slovenia (Incoterms 2020).

4.5 The Supplier shall not be obliged to take any actions regarding the preparation of the Goods for supply to the Customer until the Customer has fulfilled all the due obligations towards the Supplier. The Customer undertakes to provide all information, assistance and documents required for the loading, shipment and export.

4.6 Should the Customer fail to provide appropriate information regarding the collection and delivery or should the Customer fail to take or accept delivery or collect or arrange the collection, of any Goods in accordance with the relevant Contract and these GTC (or as otherwise agreed between the Parties), or should the Customer be in breach of any other obligations to cooperate with the Supplier, all the risks shall (notwithstanding the provision of Clause 4.4.) be deemed to pass to the Customer at the time that the delivery should have taken place and the Supplier shall be entitled, without prejudice to its other rights, (i) to store the Goods at the Customer's risk and expense and/or (ii) to terminate the relevant Contract immediately by written notice to the Customer and/or (iii) to exercise other rights listed under items from (i) to (iv) of Clause 3.6 of these GTC.

#### 5. RETENTION OF TITLE

5.1 Notwithstanding delivery and passing of risk, the property and title in the Goods shall not pass to the Customer until the Supplier has received payment in full of the price for the Goods and of all the other amounts due to the Supplier with respect to any Goods under any Customer's order or Contract or other agreement. The Customer shall be obliged to perform all actions/ acts and to execute and deliver such documents, or procure that all such acts are done and/or such documents are executed and delivered which are required or desirable to ensure a full validity and enforceability of this Retention of title Clause.

5.2 As long as the Supplier has the title (ownership right) to and in the Goods, the Customer shall be obliged to: (1) store and maintain the Goods adequately and take all reasonable measures and steps to prevent any damage on the Goods or their deterioration; (2) protect the Goods against any burdens, encumbrances or other rights of third parties; (3) insure the Goods (for their full price) against the risk of water outflow/flooding, burglary and fire and submit evidence thereof to the Supplier, upon the Supplier's request; (4) take all necessary measures to ensure that the Goods are not subject to enforcement or any other seizure by the Customer's creditors; (5) notify the Supplier if the financial condition of the Customer deteriorates and about any enforcement proceedings or other seizures on its property and enable the Supplier to adequately protect the Goods in its ownership against the actions referred to above; (6) explicitly warn in writing all of its creditors and all other persons involved in enforcement or seizure or similar proceeding(s) with respect to the Goods, that the Customer is not the owner of the Goods until they are fully paid and submit such

notification to the Supplier for its knowledge; and (7) provide or ensure such information regarding the Goods to the Supplier as may be requested by the Supplier from time to time;

whereby the Customer shall be entitled to use, sell or lease the Goods in its possession within the ordinary course of its business.

5.3 The Supplier shall have the right, at the Customer's costs and expense, to request that any Goods on which it has a retention of title (ownership right) be handed over to its possession and may execute such right at any time after the supply and takeover of the Good(s) by the Customer. The Customer grants hereunder an explicit and irrevocable right and authorization to the Supplier, its employees, agents and other contracting parties for entering any premises where the Goods are stored at any time.

5.4 If the Customer resells any Goods before the payment of their price in full, the Customer hereby assigns to the Supplier its receivables arising from the resale of the Goods, and the Supplier hereby accepts such an assignment. The Customer also assigns to the Supplier its claims to compensation amounts against the insurance company or other persons that are obliged to pay compensation concerning the Goods and the Supplier accepts such an assignment. The Supplier is authorized to collect the assigned receivables. The Customer shall be obliged to perform all actions/acts and to execute and deliver such documents or procure that all such acts are done and/or such documents are executed and delivered which are required or desirable to ensure a full validity and enforceability of the assignment specified under this Clause 5.4.

## 6. INSPECTION OF THE GOODS, DEFECTS AND COMPLAINTS

6.1 The Customer shall within 8 (eight) days from the delivery of the Goods review and inspect the Goods for identifiable defects and non-conformities (any of defects and/or non-conformities hereinafter: the "defect") to establish whether the Goods are in accordance with the Contract and whether the agreed quantities of the Goods were delivered and report the defects (if any) to the Supplier. Other defects (i.e. "hidden defects") are to be reported to the Supplier no later than within 8 (eight) days after the defect is discovered, provided they discovered and notified to the Supplier within a period of 12 (twelve) months after the Goods are (deemed) delivered or should (according to the Contract) be delivered to the Customer (but are not delivered due to delay or other circumstance on the side of the Customer).

6.2 If the review/inspection shows the defects of the Goods, the complaint shall be made by the Customer within the period set forth in the previous paragraph. The complaint shall be made in writing and shall include: (i) specification of the defect(s) in sufficient detail and description of circumstances in which the defect occurred or was identified (e.g. details regarding the use of the Goods at the time the defect occurred); (ii) sufficient evidence of defect(s) and (iii) details and evidence on the delivery of the Goods (the "Complaint"). The Customer shall enable the Supplier to review the Goods regarding which the defect is claimed (if so requested by the Supplier). If the Complaint is not made timely or does not fulfil requirement specified in this clause or if the Supplier is not enabled to review the relevant Goods, the Customer shall lose any remedy regarding the defected Goods and the Goods Warranty pursuant to these GTC shall not apply. The Complaint does not relieve the Customer of paying the price for the Goods at the agreed time of payment, unless agreed otherwise between the Parties.

6.3 If the defect claimed in the Complaint evidences to exist and it is evidenced that the Supplier is responsible for it (i.e. the cause for defect existed when the risk was

transferred to the Customer and the Goods Warranty is not excluded due to any reason listed in these GTC), the Supplier has - within a reasonable time and at its own choice - the right and obligation to undertake remediation (to remedy the defect) or the right to replacement of the defective Goods. The Customer is not entitled to request the replacement of the entire shipment of the Goods or of all the Goods produced within the same lot (batch) unless separately and explicitly agreed so between the Parties in writing. If the Supplier fails to remedy the defect or make a replacement delivery within a reasonable time, the Customer shall have the right to request reimbursement of the price actually paid for the relevant Goods or the right to a reduction in the price. Any of those remedies may also be selected by the Supplier (at its own discretion) if in the Supplier's opinion remediation of the defect or the replacement delivery is(are) not possible or reasonable.

6.4 If the Customer does not timely file the Complaint or does not comply with the rules regarding the Complaint from the previous paragraphs, it is deemed that the Goods have no defects and the Supplier shall have no liabilities under the Goods Warranty and the Goods Warranty as specified in these GTC shall not apply.

6.5 In addition to the Limitation of Liability Clause of these GTC, the Supplier shall under no circumstances be obliged to compensate the Customer for any indirect losses, losses of or damages to other goods (such as goods stored or placed on the Goods), consequential losses, daily penalties or liquidated damages, lost profit or other similar indirect losses or consequential damages as a result of established defects. Furthermore, the Supplier's liability for damages is in any event limited according to the Limitation of Liability Clause of these GTC.

6.6 The Customer may not refuse to accept the Goods due to insignificant defects. There shall also be no claims for defects or Goods Warranty where the defects or deviations from the agreed quality or characteristics are insignificant or when the usage is only insignificantly impaired or when the deterioration is a result of ordinary use (normal wear and tear).

## 7. GOODS WARRANTY

7.1 The Supplier warrants that on (deemed) delivery each of the Goods delivered to the Customer (i) will be free from any defect in material or workmanship under normal and proper installation, maintenance, use and storage and (ii) that each of the Goods is in all material respects in accordance with the specifications agreed or with the specification(s) accompanying the Goods (the "Goods Warranty" or the "warranty"). The Supplier shall be liable under the Goods Warranty only to the Customer, who purchases the Goods directly from the Supplier, and to no other party, and only for defects existing or for which the cause existed at the point in time when risk was transferred to the Customer.

7.2 The Goods Warranty of the Supplier shall be limited to, at the Supplier's discretion, to repair or replacing the defective Goods and the warranty shall be valid for a period of 12 (twelve) months from the day the Goods are (deemed) delivered or should be delivered to the Customer (but are not delivered due to delay or other circumstance on the side of the Customer). The warranty hereunder shall only be valid upon the condition that the Customer conducted a review and inspection of the Goods, timely filed the Complaint and fully complied with the provisions of Clauses 6.1 and 6.2 of these GTC and provided that the Complaint is delivered to the Supplier within the 12 (twelve) month period of the validity of the Goods Warranty.

7.3 The Goods Warranty hereunder and any liability for defective Goods shall not apply to nonconformities or defects to the extent caused by or resulted from: (1) any alterations or modifications of, or additions to, the Goods

made by the Customer or any third party without the Supplier's consent; (2) use, storage, assembly, installation, repair, maintenance or similar of the Goods (i) contra to or not in a full compliance with the provisions of the (de)assembly instructions, instructions for use, Goods Specifications, Technical Specifications, the User Manual for the Goods and other communication from the Supplier to the Customer (including communication provided by the Supplier on its website) or (ii) contra to or not in a full compliance with a good industry practices or (iii) in a manner for which they were not designed or intended; (3) the combination, use, or interconnection of the Goods with other Goods not supplied by or not approved by the Supplier; (4) abnormal usage, neglect, abuse or misuse of the Goods by the Customer or its customers or other users of the Goods, including, but not limited to, accident, fire, water damage, earthquake, lightning, other acts of nature, and other causes external to the Goods; or (5) Customer's or a third party's wilful actions or omissions or negligence. The Supplier shall also have no liability under the Goods Warranty for defects which, in the Supplier's reasonable opinion, are immaterial or minor and the Customer shall be obliged to accept Goods with immaterial or minor defects.

- 7.4 In case of defects, deteriorations or incompliances in the Goods for which the Product Warranty applies, the Supplier shall have the rights and obligations set forth in Clause 6 above and in this Clause 7. The Supplier shall have no liabilities other than those explicitly set forth herein and all other representations, warranties, guarantees or others (also implied) not listed herein are explicitly excluded. It is the sole and entire responsibility of the Customer to ensure that the ground conditions are suitable for the proper installation and/or use of the Goods (by, among others, conducting all appropriate site surveys by a competent and qualified technical engineer(s) and personal) and that any levelling or grading works required are properly carried out; the Supplier accepts no liability of any kind in this regard.
- 7.5 The Customer shall indemnify and hold harmless the Supplier from any and all losses and (third-party) claims, liabilities, costs, awards, fines, penalties, expenses (including reasonable legal fees and other professional expenses) and damages of any nature whatsoever related to the Goods to the extent asserted in relation to any circumstance listed under items from (1) through (5) of the Clause 7.3 and or any circumstance falling with the responsibility of the Customer according to Clause 7.4 and with respect to which the Customer acted negligently or not with due care. Further, if the Supplier establishes that the Goods in question comply with the Goods Warranty and are not defective, the Customer shall, upon the Supplier's demand, reimburse the Supplier for all costs incurred by the Supplier in investigating the alleged defect or non-compliance (including without limitation, travel expenses and/or shipping costs).
- 7.6 The Customer acknowledges and agrees that any samples, drawings, information provided in brochures, leaflets, sales catalogues, or on the Supplier's website and any other informative literature issued or published by the Supplier or provided by the Supplier to the Customer (other than information incorporated in the relevant Contract and in the Goods specification issued by the Supplier or the specification accompanying the Goods), shall under no circumstances constitute or be deemed to be or include a representation, undertaking, promise, statement, warranty or guarantee by the Supplier regarding the Goods or as to the quality of the Goods or fitness of the Goods for particular purpose. They shall not represent an integral part of the Contract.
- 7.7 The Supplier is not responsible and does not represent, warrant or guarantee that the Goods are usable for particular purpose(s) and that Goods can be used in the particular areas of application, unless this is agreed between the Parties explicitly and in writing. Usability and fitness for particular purpose and the particular area of

application of the Goods for which the Customer is purchasing the Goods lies with the Customer. The Supplier shall have no liability and shall bear no risks and costs in this respect. Also, it is the sole responsibility of the Customer and at the Customer's risk to check the suitability of the Goods for his own (operational or other) purposes of use or reprocessing, as well as to check the choice of quality or grade. Mixing, connecting or similar of the Goods with other products or substances is at the Customer's sole risk and expense and the Supplier gives no representations, warranties or guarantees in this respect. Supplier's liability in relation therewith is excluded.

- 7.8 These GTC shall apply to any repaired or replaced Goods supplied by the Supplier.

## 8. LIMITATION OF LIABILITY

- 8.1 The Supplier shall only be liable in case of its intentional conduct or omission or in case of gross negligence. Any other liability of the Supplier shall be excluded regardless of its legal basis.
- 8.2 The Supplier's maximum aggregate liability to the Customer under or in connection with the Contract or for any supply of Goods, or any related contract, whether arising in or caused by a breach of contract, tort (including negligence), breach of statutory duty, indemnity, non-contractual claim or otherwise, shall in no circumstances exceed: (i) in respect of any contract, the price payable by the Customer for the Goods under that contract; and (ii) in respect of all claims, actions or proceedings made or brought by the Customer against the Supplier in any calendar year during the term of supply relationship between the Parties, the total sum (price) payable by the Customer to the Supplier during that calendar year, but in no event more than 500,000 EUR (in words: five hundred thousand euros) per calendar year.
- 8.3 The Supplier shall fully indemnify, protect and hold the Customer harmless from and against (1) all direct damages (excluding, for avoidance of doubt any indirect damages or losses or any consequential damages or losses) and (2) other direct proceedings arising or resulting from the infringement of any third party intellectual property right in connection with the Goods supplied by the Supplier.
- 8.4 In no event will the Supplier be liable to the Customer or any third party using the Goods based on the agreement or other arrangement between the Customer and such third party, whether in contract, in tort (including negligence), in equity, or otherwise, for any pure economic loss, loss of profit, loss of business, loss of revenues, loss of production, loss of use of the Goods or any associated equipment, facilities or services, cost of any substitute goods or equipment, down-time, business interruption, loss or corruption of data, loss of opportunity or contract, loss of savings, discount or rebate, depletion, loss or harm to reputation or goodwill or otherwise, in each case whether direct, indirect or consequential (and whether actual, anticipated or contingent), and there is no liability of the Supplier for any claims for indirect or consequential losses or compensation whatsoever (howsoever caused – whether arising from defects of Goods, breach of contract, in tort (including negligence) or otherwise). In no event will the Supplier be liable to the Customer for any damages which is not reasonably foreseeable at the time of the breach or misconduct.
- 8.5 These GTC set forth the full extent of the Supplier's obligations and liabilities arising out of or in connection with the Contract and the supply of the Goods, and any related contract, and there are no conditions, warranties, representations or terms, express or implied that are binding on the Supplier except as specifically stated or contemplated in these GTC. Any condition, warranty, representation or term which might otherwise be implied into or incorporated in these GTC, or any related contract,

whether by statute, law or otherwise is hereby expressly excluded.

8.6 The extent of the Supplier's liability under or in connection with the supply of Goods and the Contract (regardless of whether such liability arises in tort, contract or in any other way) shall be limited as set out in this Limitation of Liability Clause. Nothing in this Clause or elsewhere in these GTC, excludes or limits the liability of either Party for any liability (1) which that Party may not exclude or attempt to exclude by law, (2) arising out of or in connection with gross negligence or intentional conduct or omission by the Party or fraud or fraudulent misrepresentation by the Party.

8.7 If the Customer further sells the Goods, the Customer shall indemnify the Supplier against any product liability claims of third parties if and to the extent the Customer has caused the defect which triggers the Supplier's liability towards third parties.

## 9. INTELLECTUAL PROPERTY

9.1 The Customer's use of the trade names, service marks, trademarks, names, brand names, line names or other designations regularly applied to the Goods by the Supplier, whether registered or not (all the above collectively referred to as the "**Marks**") shall be confined to the sale, purchase and supply of Goods pursuant to the Contract only. The Customer shall not use any name or names included in any Mark as part of its corporate or business name. The Customer shall use the Marks only in such a manner as to preserve at all times the rights of the Supplier as the owner of the Marks and no right in any Marks shall accrue to the Customer (unless explicitly stated otherwise under these GTC). The Customer shall not physically remove or conceal any Mark, patent designation or the like from any Goods.

9.2 The Customer shall not register any Intellectual Property Right (as defined herein) with respect to the Goods or any Mark, without the prior written consent of the Supplier, and any Intellectual Property Right so used and/or registered by the Customer without such prior written consent shall be for the exclusive benefit of the Supplier and the Customer will assign the same to the Supplier on request and without charge. The Customer shall collaborate in effecting all measures, such as registration, publication, etc. and shall perform any actions, sign all documents and make all legally binding declarations which are necessary, required or appropriate for such Intellectual Property Rights with respect to the Goods to be transferred and/or assigned and/or registered to the benefit of the Supplier, so the Supplier would become their legitimate and registered owner/holder. The Customer shall reasonably assist the Supplier in attaining, maintaining or documenting ownership and/or protection of the Intellectual Property Rights with respect to the Goods.

9.3 No Intellectual Property Rights in the Goods or with respect to the Goods and no entitlements in this regard are transferred, assigned or licensed by the Supplier to the Customer under the Contract and/or by the supply of Goods, with the exception of the right of the Customer to use the Goods. The Customer shall not acquire and shall have no rights or interests in the Intellectual Property Rights with respect to the Goods and all rights, title to and interest in and to Intellectual Property Rights with respect to the Goods shall be and shall remain the sole property of the Supplier. The Customer shall not copy, modify, reproduce, create derivative works, sublicense, transfer, sell or otherwise use or dispose of the Intellectual Property Rights in or with respect to the Goods. For the purposes of these GTC, the "**Intellectual Property Rights**" means any intellectual property right, copyright, moral rights, patent(s), compositions, rights in inventions, rights in confidential information, Know-How, Marks, trade secrets, trademarks, service marks, trade names, brand name, line name, design, design rights, rights in get-up, database rights, rights in data and databases, data exclusivity rights, blueprint, approvals, utility models,

domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature, wherever in the world arising and, the rights under licenses in relation to the foregoing rights, and all in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights and the rights to apply for any such rights, (iii) including all renewals, extensions, revisions and similar of such rights or applications, (iv) whether vested, contingent or future, (v) wherever existing and (vi) together with the goodwill associated therewith. Further, for the purposes of these GTC, the "**Know-How**" means inventions, discoveries, improvements, processes, operations, formulae, techniques, specifications, specimens, technical information, practical knowledge, experience, expertise, studies, suggestions, ideas, concepts, drafts, patterns, databases, methods, research and development and their results, the results and procedures for experiments and tests, reports, component lists, manuals, certificates, data sheets, instructions, designs, sketches, drawings, photographs, visual demonstrations, business and marketing plans (whether written or in any other form and whether confidential or not) and analyses and interpretations of information which is in the public domain.

9.4 Any developments, adaptations and/or modifications to the Intellectual Property Rights in the Goods and all Intellectual Property Rights in any improvement or new or improved process, technique, method, formula, invention or discovery or Know-how that relates to the Goods or is based on or resulting from the use of the Goods (including, but not limited to any equipment and tooling for manufacture of the Goods) (all foregoing regardless whether it is advised by the Customer or not) (the "**Improvement**") shall be to the sole and exclusive benefit of the Supplier and shall be exclusively owned by the Supplier and the Customer shall not acquire any rights or entitlements in this respect. The provisions of Clause 9.2. shall apply for any such Improvement.

9.5 The Customer shall protect the Intellectual Property Rights and Marks, goodwill and business reputation of the Supplier and refrain from any actions which could (indirectly and/or directly) damage or harm the Intellectual Property Rights, Marks, goodwill and/or the business reputation and/or operations of the Supplier or expose the Supplier to any losses.

9.6 If the Customer learns of any infringement or infringement risk of the Supplier's Intellectual Property Rights, the Customer shall promptly notify the Supplier thereof. The Supplier reserves the right to decide how to act with respect to the notified infringement (risk) and the Supplier shall have complete control over any action and proceeding related therewith. The Customer shall provide reasonable assistance to the Supplier throughout the duration of the dispute with a third party. If the Customer fails to do so, the Customer shall have no claims towards the Supplier if it is established the Goods infringed the third party rights.

## 10. FORCE MAJEURE

10.1 Neither the Supplier nor the Customer shall be liable to the other for any failure, breach or delay in performing its obligations with respect to the supply of Goods and the Contract if caused by, due to or as a consequence of any circumstance, act, event, omission or accident beyond such Party's reasonable control, including without limitation, acts of God, pandemics or epidemics (including coronavirus pandemic/epidemic), fire, flood, earthquakes, windstorm, extreme weather conditions, disaster(s), labour strikes, labour dispute, lockouts, outbreak, escalation, threat of or preparation for or worsening of war, armed hostilities, acts of terrorism (including cyber terrorism) or other hostilities, or unexpected production problems, inability to obtain or interruptions or failure of utility services or transportation network or inability to

- obtain, shortages or interruptions with the supply of the raw materials, energy, electricity, gas, water or telecommunications or similar, or non-performance or default by the suppliers or sub-contractors, failure of plant machinery, machinery, computers or vehicles, nuclear, chemical, biological or other severe contamination or any governmental law, regulation, or order or other action or restriction (including embargo, imposition of sanctions or others and including inability to obtain required permits, consents, licenses or similar) which prevents the manufacture, sale, export, import, delivery or shipment of the Goods or sets a quotas or other restrictions (the "Force Majeure Event").
- 10.2 The relevant Party shall notify in writing the other Party of the Force Majeure Event and its expected duration as soon as reasonably possible. If the Force Majeure Event lasts for more than 3 (three) months, each Party shall have the right to terminate the Contract by a written notice with immediate effect without liability to the other Party whereby the Supplier shall reimburse to the Customer the price already paid for the Goods which were not yet delivered to the Customer.
- 11. CONFIDENTIAL INFORMATION**
- 11.1 "Confidential Information" means all information of a confidential nature disclosed in whatever form (including orally) by a party (the "Disclosing Party") or its employees, officers, advisers, agents or representatives (the "Representatives") to the other party (the "Receiving Party") or its Representatives and includes (but is not limited to):
- (a) all Intellectual Property Rights, financial, commercial, technical, operational, tactical or strategic information of any kind or similar information, which includes materials, samples, documents, notes, facilities, products and product specifications (including, but not limited to those achieved in the course of cooperation), whether made accessible in writing, electronically, orally or otherwise, by inspection, before or after the Contract or supply of Goods, or by any other means, regardless whether those are marked as confidential or not. Confidential Information shall also include any copies, notes, memoranda and similar, which are made or are otherwise derived from, Confidential information or on the basis of Confidential Information by the Receiving Party or its Representatives and information and documents which are containing or reflecting Confidential information;
  - (b) the content of the business relationship between the Parties and all information produced or developed in the negotiations or the performance of the supply relationship between the Parties and with respect to the supply of Goods; and
  - (c) all other information agreed to be, or marked as, confidential by either Party.
- 11.2 Confidential Information shall not include: (1) any information that was in the possession of the Receiving Party prior to the submission of offer, order or execution of the Contract provided that the Receiving Party identifies and proves by written evidence/documentation such a prior legitimate possession; (2) any information that is in or subsequently comes into the public domain (through no fault of the Receiving Party or any third party and without breach of any confidentiality arrangement by Receiving Party or any third party); (3) any information that is received by the Receiving Party without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the Receiving Party without such restrictions; and (4) any information that the Parties agree in writing is not confidential.
- 11.3 The Receiving Party shall: (1) keep the Confidential Information confidential and secret at all times; (2) not disclose, furnish or make accessible the Confidential Information or allow it to be disclosed in whole or in part to any third party without the prior written consent of the Disclosing Party and shall prevent the unauthorized publication, disclosure or use of any Confidential Information; (3) take proper and all reasonable measures to ensure the confidentiality of the Confidential Information; and (4) not use the Confidential Information in whole or in part other than for the purposes of performance of the relationship regarding the supply of Goods between the Supplier to the Customer.
- 11.4 A party may disclose Confidential Information only to its Representatives who need to know the relevant Confidential Information for the purposes of the supply of Goods provided that such Party shall ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this Clause 11.
- 11.5 If the Receiving Party is required to disclose any Confidential Information by law, regulation or accounting or stock exchange rules/standards or by any court, governmental, regulatory or supervisory authority decision, it shall: (1) notify the other Party as soon as reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring disclosure; and (2) make the disclosure after consultation with the Disclosing Party so far as is reasonably practicable and legally permitted; and (3) make the disclosure after taking into account all reasonable requirements of the Disclosing Party as to the contents and scope of the disclosure, so far as is reasonably practicable and legally permitted.
- 11.6 Subject to Clause 11.7, any time upon the request of the Disclosing Party and on termination of the Contract or the supply of Goods, each Party shall: (1) at the option of the Disclosing Party: (a) return, or procure the return, to the Disclosing Party of all documents and materials (including any copies) containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information; and/or (b) permanently destroy, or procure the permanent destruction of, all documents and materials (including any copies) containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information; and (2) permanently and irreversibly erase all of the Disclosing Party's Confidential Information from its computer systems.
- 11.7 Each party may after the termination of the Contract or the supply of Goods or after being requested by the Disclosing Party to return or destroy/erase the Confidential Information, retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law, any court, any governmental, regulatory or supervisory authority or any other authority of competent jurisdiction and, in such a case, the provisions of this Clause 11 shall continue to apply to any such documents and materials retained.
- 11.8 On termination of the Contract or after the supply of the Goods and/or after being requested by the Disclosing Party to return or destroy/erase the Confidential Information, each Party shall certify in writing to the other Party that it has complied with Clause 11.6 and identify any documents or materials it has retained in accordance with Clause 11.7.
- 11.9 Each Party shall give notice to the other Party of any breach of this clause 11, immediately upon becoming aware of the breach.
- 11.10 This entire Clause 11 binds the Parties during the term of the Contract and for a period of five years following termination of the Contract or following the supply of

Goods or such longer period during which Confidential Information is retained by a Party pursuant to Clause 14.7.

11.11 Each party retains all rights in its Confidential Information and each party acknowledges and confirms that no (proprietary or other) rights or obligations in respect of the Confidential Information are granted to the other Party or are implied under the Contract or in relation to the supply of Goods. The Receiving Party acknowledges that Confidential Information does not purport to be all-inclusive and that the Disclosing Party makes no representation or warranty (express or implied) as to the accuracy, reliability or completeness of any of the Confidential Information, unless explicitly stated otherwise in these GTC.

11.12 Each Party (the "Indemnitor") shall indemnify and keep indemnified and hold harmless the other (the "Indemnitee") from and against any and all losses, claims, liabilities, costs, awards, fines, penalties, expenses (including reasonable legal fees and other professional expenses) and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable (the "losses") which the Indemnitee may incur or suffer as a result of or arising from any breach by the Indemnitor of its obligations under this Clause 11.

## 12. COMPLIANCE

12.1 The Parties shall each be obliged to carry out its business in accordance with the standards of business ethics and will not, either directly or indirectly, engage in or be otherwise concerned with any transaction, practice, method or arrangement which is illegal, corrupt, dishonest or unethical or which violates anti-bribery, anti-slavery or anti-tax evasion laws applicable to it. The Parties further undertake to fully comply with all the relevant and applicable laws and regulations in connection with the Contract and the supply of Goods and to not take or omit any actions that can lead to an infringement of applicable laws and regulations. In the event of a violation of this provision, the other Party shall be entitled to rescind or terminate the Contract with a written notice with immediate effect as well as the right to cease any negotiations.

12.2 The Supplier has issued a Code of Conduct within the Constantia Industries Group that must be adhered to by all employees of the Supplier in order to ensure compliance with key legal requirements. The Code of Conduct is available at <https://www.isosport.com/en/company/code-of-conduct>. In addition, the Supplier does not accept any Codes of Conduct, sustainability, compliance, or other comparable documents, conditions and/or records of the Customer, unless this is explicitly agreed between the Parties in writing in a separate agreement. The Customer shall not be permitted to conduct a compliance audit at the Supplier's sites, unless the Supplier has expressly consented in an individual case and the Parties have agreed on the scope and contents of such an audit by entering into a separate written agreement.

## 13. DATA PROTECTION

13.1 All personal data provided by the Customer shall be collected and processed exclusively for the performance of rights and obligations in connection with the purchase and supply of Goods, in each case in accordance with the applicable data protection provisions, in particular the General Data Protection Regulation (GDPR) and corresponding applicable national laws. Details regarding the collection and processing of data as well as data protection are governed in the Isokon Privacy Policy a copy of which you may request from your Isokon contact. The Customer is hereby notified and agrees that its data can be disclosed to any external service provider, such as credit reference agency (performing credit checks) or other entity providing services in the field of trade

referencing, financing or credit insurance for the purposes of providing such services to the Supplier.

## 14. GOVERNING LAW AND JURISDICTION

14.1 These GTC, the Contract and any supply of Goods by the Supplier to the Customer and any relationship between the Parties with respect to the Goods, each purchase and/or supply of the Goods and all non-contractual obligations arising from or connected with these GTC, the Contract or the sale or supply of the Goods shall in all respects be governed by and construed in accordance with the laws of Slovenia (without reference to any conflict of law rules). The Parties acknowledge that the United Nations Convention on Contracts for the International Sales of Goods shall apply.

14.2 The Parties shall endeavour to settle any dispute arising out of or in relation to these GTC, the Contract or the Goods in an amicable manner. Should that not be possible, the Slovenian courts in Celje shall have exclusive jurisdiction to resolve any dispute, controversy or claim arising out of or in connection with these GTC, the Contract or with the sale/supply of the Goods and for all non-contractual obligations arising from or connected with these GTC, the Contract and/or the Goods. The Supplier shall also have the right to initiate proceedings against the Customer in any other court of competent jurisdiction.

## 15. MISCELLANEOUS

15.1 Amendments and supplements to any Contract must be made in writing in order to be valid.

15.2 These GTC shall have no effect on any confidentiality agreement concluded between the Supplier and the Customer and such confidentiality agreement (if any) shall remain in full force and effect in addition to the provisions of these GTC.

15.3 The relationship between the Parties is solely of the supplier and the purchaser, and nothing in these GTC constitutes, or shall be deemed to constitute, a partnership between the Parties nor make any Party the agent, distributor, intermediary, joint-venture partner or similar of another Party. Each Party is and remains an independent party. No right of one Party to bind the other Party or to make any representation, warranty, contract, guarantee etc. on behalf of the other Party is granted.

15.4 Any notices, requests or other communications to the Supplier shall be made in English, in writing, signed by the authorized representative of the Party and shall be delivered in person, by e-mail, by courier service or via registered mail to the addresses given at the beginning of these GTC or to addresses timely given to the other Party. This Clause does not apply to notices given in legal proceedings which shall be given in accordance with the applicable procedural rules and regulations.

15.5 The language of these GTC is English. All documents, notices, waivers, variations and other written communications relating to these GTC, the Contract and/or the supply of Goods shall be in English. If these GTC or any other document (e.g. offer, order, order acceptance, the Contract etc) relating to the GTC or Goods is translated, the English version shall prevail.

15.6 The Customer shall be responsible for compliance with all formalities, registrations and/or similar required under the laws where the Goods will be imported, used or further sold. The Customer shall further be responsible for all obligations in relation to the translation of the Contract or these GTC and the documents accompanying the Goods (including, but not limited to instructions for use, manuals, labellings and others), if required, and to ensure the compliance with the mandatory laws of the territories where the Goods will be sold or used.

- 15.7 Headings are used for the purposes of reference only and shall not affect the interpretation of these GTC. For the purposes of these GTC, (i) where the context of defined terms specifies the singular, the defined term shall include the plural and vice versa and any gender includes any other gender and (ii) where the words "in writing", "written" or other references to "writing" are used it shall be deemed to include any modes of reproducing words in a legible and non-transitory form, including e-mail or other electronic means.
- 15.8 References to any legislation, statutory provision, enactment, order, regulation or other similar instrument shall be construed as references to the legislation, statutory provision, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other binding subordinate legislation made under it.
- 15.9 Capitalised terms shall have the meanings given to each in these GTC (regardless of where in these GTC the relevant term is defined).
- 15.10 Non-Assignability: Neither Party may assign the Contract or any of its rights or obligations regarding the Goods or under the Contract without the prior written consent of the other Party, and any such assignment or attempted assignment shall be null and void. The Supplier shall however be permitted to engage a subcontractor(s) when performing the Contract or with respect to the manufacturing and supply of the Goods and shall not be obliged to notify or acquire any prior consent from the Customer in this respect. The use of subcontractor(s) shall not affect the Supplier's direct legal responsibility to the Customer.
- 15.11 Neither Party may unilaterally set off any of its due or outstanding, conditional or unconditional, existing or future, monetary or non-monetary receivables owed from the other Party against any due or outstanding, conditional or unconditional, existing or future, or monetary or non-monetary receivables that the other Party has against it, unless the claim and counterclaim are undisputed and confirmed in writing by the Parties or established by a final judgement of the competent court.
- 15.12 No exercise or delay in exercise by any Party of any right regulated hereby shall be deemed as the waiver of such right. Any waiver shall be in writing and signed by a duly authorized representative of the Party waiving the rights.
- 15.13 The invalidity or unenforceability of any part of these GTC or the Contract for any reason whatsoever shall not affect the validity or enforceability of the remainder. The corresponding statutory provision shall apply in place of the invalid provision.
- 15.14 These GTC apply as from 1 November 2023 onwards. The Supplier reserves the right to change these GTC at any time whereby the changes and amendments shall apply to all orders made by the Customer and to all Contracts formed after the applicability of such a changed version of the GTC.

**ISOKON, d.o.o., Slovenske Konjice**

(Version: 1 November 2023)