

## GENERAL CONDITIONS AND TERMS OF SALE AND SUPPLY

### 1. Interpretation

In these General terms and conditions of sale and supply (hereinafter referred to as the "General Terms and Conditions" or "GTC"), »Plastoform« means Plastoform d.o.o., Šmarjeta 64, 8229 Šmarješke Toplice, Slovenia (hereinafter also referred to as the "Supplier" or "Plastoform") and »Buyer« means a person or company to whom Plastoform sells and/or supplies products based on the order of the Buyer.

### 2. Applicability and availability

21. These general terms and conditions of sale and supply are applicable for all legal transactions in which Plastoform acts as seller or supplier of goods ordered by Buyer. GTC shall apply and be used exclusively and in full for the regulation of all mutual relations between the Plastoform and its Buyers (hereinafter referred to as the "Buyer").
22. Plastoform accepts all orders placed by Buyer solely on the basis of this GTC. No other Terms and Conditions of the Buyer shall be applicable in any kind of business with Plastoform, even if they were not explicitly rejected. GTC shall also apply if the Supplier accepts order or supplies Supplier's goods or services to the Buyer despite the fact that the Supplier is aware of any different general terms and conditions of the Buyer.
23. The General Terms and Conditions shall apply to regulate all mutual relations between the Buyer and the Supplier (hereinafter collectively referred to as the "Parties"), unless agreed otherwise between the Buyer and the Supplier expressly and in writing. GTC form an integral part of any order or contract between the Parties.
24. The General Terms and Conditions of the Contract shall apply between the Supplier and the Buyer, as they were valid at the time of the Supplier's acceptance of the Buyers order. The Supplier may from time to time amend its GTC in which case the amended GTC, as notified to the Buyer, shall apply in relation to any subsequent orders and contracts, regardless of the first sentence of this clause.
25. If a clause in these GTC is based on legal requirements not applicable, the regulation most favorable to Plastoform shall apply.
26. Should one of the clauses above or part of one of the clauses above be legally invalid, validity of the other clauses of these General terms and conditions of sale and supply remains unaffected and in full force and effect.
27. The General Terms and Conditions are accessible to the Buyer at all times in written physical form at the Supplier's registered office at Šmarjeta 64, 8229 Šmarješke Toplice, Slovenia and at all times on the Company's website <https://www.plastoform.si>
28. The General Terms and Conditions shall form an integral part of each contract.

### 3. Offers, prices and orders

31. Orders, contracts and recalls, as well as their amendments, must be in writing. Orders and recalls may also be sent by fax, e-mail or using an appropriate computer program.
32. All possible oral agreements must be confirmed in writing by the Supplier, otherwise they do not apply. This also applies to all oral agreements reached after the conclusion of the contract, especially those that modify or supplement the contract or these General Terms and Conditions.
33. Offers sent by Plastoform are not obligatory and can be withdrawn within two days from receipt of acceptance of the offer. A business day is considered to be a business day in

the Republic of Slovenia.

34. Prices are binding as stated in order confirmation, if no changes on products, packaging, transportation or other applicable have been applied or agreed after the confirmation has been sent. Plastoform only reserves the right to adapt prices on order confirmation in case of increased costs for any reason beyond Plastoform's control, such as force majeure, strikes or others, if this has happened after the confirmation of the order and before delivery. In case of price increase of raw materials or other costs, reasonable price increase can be passed on the Buyer. Plastoform will inform the Buyer in writing in case of such events.
35. Prices do not include taxes, other duties, insurance and transport costs if not otherwise agreed in written.
36. If the Buyer would like to cancel or withdraw the order, he is obliged to pay Plastoform all the costs that have occurred in connection to the order until withdraw/cancellation has been done.

#### 4. Terms of Payment

41. Prices and payment terms are determined by contract, in the offer or other written form between the parties or at the time of order.
42. The Buyer is obliged to settle obligations to the Supplier within the agreed deadline and in an agreed manner, except in the case of withholding payment as stipulated in contract.
43. The Supplier is obliged to issue correct invoices to the Buyer after the delivery of goods or services. The payment period is agreed in the contract, in the offer or other written form between the parties.
44. Unless agreed otherwise, standard Payment date is 30 days after dispatch of the products from Plastoform. Payments shall be made without any discounts or deductions.
45. If determined by contract between the parties or at the time of order, also prepayment can be demanded by Plastoform.
46. Detention of payments or balancing of payments because of Buyers claims is not allowed, unless claims have been granted by Plastoform and detention or balancing has been agreed.
47. If Buyer fails to make the payment by due date, Plastoform is entitled to charge the Buyer interest on unpaid amount under the Law of Republic Slovenia.

#### 5. Delivery and takeover

51. Delivery of products will be organized by Plastoform if agreed in contract or written in the offer.
52. Risk considering delivered products will pass to Buyer at pick up in case of Ex works term or when delivered in case that Plastoform organizes delivery to Buyer.
53. If products cannot be delivered for any reason that is caused by Buyer, products will be stored at Plastoform at the expense and risk of the Buyer. In this case Buyer will also cover all costs of unsuccessful delivery.
54. Delivery dates on order confirmation are to be taken as an indication and shall not be considered fixed if not otherwise agreed with the contract. In case of failure to deliver on date stated on order confirmation, Buyer must notify Plastoform in writing and give a reasonable period of time in which Plastoform can fulfill delivery without entitling Buyer or any third party to any reimbursement of damages and/or without any enforcement of any obligation from Plastoform. The Buyer may not refuse any partial (or excessive) deliveries by the Supplier.
55. The inspection and acceptance of the delivered goods shall be carried out at the Buyer's company and premises within 5 business days as of the delivery, if not otherwise agreed

with the contract.


56. The delivery of goods is completed and the goods are deemed to have been accepted when the goods are handed over to the Buyer, at the agreed place and in the agreed manner, and the delivery note or other acceptance document is confirmed in agreed manner. During the acceptance, the risk of accidental destruction or damage to the object of procurement passes to the Buyer.
57. In the event of any non-compliance (supporting documentation of delivery, packaging, labels, quantity or quality of the product), the Buyer may initiate a complaint procedure in 5 business days after delivery and notify the Supplier in writing with a detailed complaint and give the Supplier reasonable time to perform the contract or order without any right to claim direct or indirect costs, damages or lost profits.
58. If complaints arise due to inadequate quality of the delivered goods (hidden defects), the Buyer has the right to complain hidden defects no later than 6 months after delivery.

## 6. Ownership

61. All products supplied by Plastoform to Buyer remain the property of Plastoform until paid in full by Buyer (retention of title).
62. If there are any other due obligations from Buyer then the ones for the products, Plastoform is entitled to have in property already delivered products in the value equal to due obligation; although the obligation for products has been settled and is not due.
63. Buyer is within his normal operations entitled to process and/or sell all products that are, as written above, still in property of Plastoform. When this happens, Plastoform has the right to demand silent right of pledge for the due sum from this sale.
64. Buyer may not pledge to any other party these products or in any other manner act to the disadvantage of Plastoform. Buyer shall inform any third party that thinks or pretends to have any right of these products about Plastoform's rights towards these products.
65. If the Buyer fails to fulfill his obligations, Plastoform shall be entitled to retrieve the products by itself or have them retrieved on the costs of the Buyer, no matter where the products are located.
66. All products that are a subject of this paragraph will be treated by Buyer appropriately and with care and Buyer will insure them against any calamity based on their invoice value.

## 7. Conformity

71. On delivery of the products the Buyer is obliged to check if the products delivered are in conformity with TQC. All claims must be submitted as described in TQC.
72. Products produced by Plastoform are subjected to dimensional tolerances, as shown below.

 <b>Dimensional Tolerances</b>							
EDITION:1							
1st edition: 31.7.2013							
Last edition: 31.7.2013							
Nr.of copies:5							
Dimensional tolerances for linear dimensions in mm							
over 0,5 up to 3	3 - 6	6 - 30	30 - 120	120 - 400	400 - 1000	1000 - 2000	2000 - 4000
<b>+,-0,5</b>	<b>+,-0,5</b>	<b>+,-1</b>	<b>+,-1,5</b>	<b>+,-1,5</b>	<b>+,-2</b>	<b>+,-3</b>	<b>+,-4</b>
The standard applies to dimensional tolerances, noncontrolled surfaces and trimmed features							
If smaller tolerances are needed or if larger tolerances are more economical, then they are listed explicitly next to the nominal measure and these prevail.							

73. Thermoformed AM Solar components (ABS/PMMA) must have a minimum thickness of 1.7 mm in any area. If the product design does not meet this criterion, the customer acknowledges that they are not entitled to submit any claims arising from insufficient material thickness. The warranty does not apply if the customer requests a design that causes critical material thinning at specific points (below the minimum safety limit).
74. Plastoform is a processor of pre-manufactured sheets and, as such, assumes no responsibility for the quality of the sheets themselves and does not provide its own warranty in this regard. The quality of the material is warranted exclusively by the sheet manufacturer under the manufacturer's warranty and in accordance with the applicable technical specifications of the sheets.
75. Plastoform warrants only the quality of workmanship and the dimensional conformity of its products and does not warrant the quality of materials over which it has no control.
76. Plastoform specifically notes that the manufacturer's material warranty does not cover defects:
  - if a defect in the sheet is not reported within 7 days of its discovery and within the manufacturer's warranty period, accompanied by the appropriate manufacturer's identification code (VA number), and subject to the manufacturer's limitation of liability;
  - defects resulting from improper installation (including product distortion or warping), improper use, damage, force majeure, the use of unauthorized chemical or technical agents or processes during cleaning, painting, bonding, or surface preparation, use outside the specified temperature range (typically up to 70°C for ABS), aesthetic damage arising during use, or other minor deviations;
  - defects that may result from drilling, cutting, or painting of the thermoformed component by the customer if such operations are not carried out in accordance with the prescribed instructions (including the risk of crack propagation), or if the specified fastening elements have not been used (e.g., rubber washers to allow for thermal expansion).

## 8. Tools

81. In the event that special accessories, tools (dies, templates, printing meshes...) or other equipment is needed for production of products, Buyer will be charged with the costs therefore, if not agreed otherwise. Care for maintenance or overhaul is taken over by the Supplier, who is responsible for the execution of the order of pieces, the cost of repair and maintenance is the Supplier's cost. All developed tools shall be held in Plastoform and Plastoform will treat those tools with all care.
82. If production of products on developed tools will because of any reason not continue in Plastoform, it is entitled to keep the tools in possession as the owner of know-how and intellectual knowledge for their development.
83. After serial life of the tooling, Plastoform will arrange the warehousing of the tools, molds, jigs, etc., at the cost of 80€m<sup>2</sup> per year. After a two years period elapses, the Buyer is obliged to collect the tools, molds, jigs, etc. After that period Plastoform is entitled to destroy them without any compensation to the owner, regardless if they are the property of the Buyer or Plastoform's property. Buyer will be informed about this event 1 month before tools will be destroyed.

## 9. Samples

91. Requirements represent all information necessary for the quality characteristics of products and services and for the quality conditions of installation and operation and the conditions that Supplier should meet (hereinafter referred to as "Requirements").
92. The Supplier prescribes the Requirements with technical, control and commercial

documentation.

93. The Supplier shall deliver to the Buyer with the first sample all related and required documentation.
94. First samples delivered to Buyer from Plastoform will be equipped with stickers, on which ID codes, names of products, parties involved and date will be written. Plastoform will also supply a validation sheet and measurement protocol for samples.
95. After examination of the samples and documentation, the Buyer either approves or rejects the samples and thus decides on the approval, provisional approval or rejection of regular deliveries. The Buyer shall notify the Supplier thereof in writing in 5 days if not agreed otherwise in the contract or in the order.
96. If after 5 days from delivery of the samples Buyer doesn't return validation sheets or doesn't reject the samples, the samples shall be held to have been approved.
97. The Supplier may charge the Buyer regarding the Samples for:
  - Initial fixed costs (handling + analysis) = 30€
  - Additional hours used (if processing exceeds anticipated) = 70€ per engineering hour
  - Inventory Adjustments & Rework = 30€ + 50€ per additional hour
  - Unannounced plan change (fee for last-minute changes influencing production) = 450€

#### 10. Know-how and confidentiality

101. Any know-how, drawings, designs or other information concerning production, products or tools that Plastoform provides to Buyer shall be considered as confidential and will not be copied or given to any third parties without prior written permission of Plastoform.
102. Both the Suppliers and the Buyer may use the documents and know-how they acquire in their business contacts, only for the purposes of the contractually agreed business relationship, and are strictly obliged to treat them as confidential. This confidentiality shall remain permanently in force even after the end of the business relationship. In the same way, Buyers are also obliged to commit their employees, sub-contractors and others with whom they cooperate to confidentiality.
103. All technical documentation and data made available by the Supplier to the Buyer shall be a business secret and shall be exclusively owned by the Supplier. Production according to this documentation is allowed exclusively for the Supplier. The transmission of this documentation to others is allowed only with the prior written approval of the Supplier. This obligation is confirmed by the Supplier by signing the Confidentiality Statement.
104. In case of breach of this point, Buyer shall be obliged to pay a fine to Plastoform. Amount of fine depends on direct and collateral damage this has caused to Plastoform's business operations, but never less than 20.000 € per each breach of the confidentiality clause.

#### 11. Liability

111. Plastoform shall only be liable for the damage that is caused as a result of gross negligence or deliberate acts of the Supplier's material and legal defects of its deliveries.
112. Plastoform shall not be bound to compensate for any damage exceeding the price of the products supplied. Consequential losses and costs shall not be compensated. Plastoform will also not be liable for any damage for products that have not been paid for by the Buyer or for any damage caused when not following Instructions for safety and long lifetime and installation instructions.
113. Plastoform shall not be bound to compensate to any other damage other than damage caused to persons or products.

114. Plastoform is not developing / engineering new products, it produces parts based on the drawings, requirements and specifications of partners. Plastoform reserves all legal and contractual defenses in respect of its liability to the Buyer.
115. If the Buyer sells products supplied by Plastoform or if Buyer sells products that incorporate products supplied by Plastoform to third parties, Buyer shall be obliged to insure itself adequately against the risk of product liability. Buyer acquits Plastoform of any claims for any costs or damages done by third parties in connection with products unless a claim is a result of intentional recklessness on the product supplied by Plastoform.

## 12. Violation of third-party rights

121. If products are produced based on indications and/or drawings of the Buyer or on the tools supplied by Buyer; Buyer guarantees that products don't interfere with any intellectual right of third party. Buyer shall hold Plastoform harmless of all liabilities resulting from making use of such industrial property rights and indemnify Plastoform for all claims from third party in case of such infringement.
122. In above case the Buyer is liable for claims which, in case of a use of the goods according to the terms of the contract, result from the infringement of industrial property rights, either granted or applied for (industrial property rights), if at least one of such industrial property rights of the same industrial property rights family is published either in the Buyer's home country, by the European Patent Office or in other countries.
123. Buyer and the supplier commit themselves to inform each other on all risks of violation or alleged violations and to give each other the opportunity to jointly oppose such claims.

## 13. Force Majeure

131. For the purpose of these general conditions of sale and supply force majeure is defined as any unexpected and unavoidable reason, deed, fact or event outside of Plastoform's control and which prevents the performance of obligations or causes delay in performance, which cannot be remedied despite all efforts. This includes, but is not limited to, strike and other forms of labor struggle, protests, coincidences, acts of war, terrorist attack, social unrest, insurrection, destruction of the Supplier's assets, fire, explosions, flood, water damage or other natural disasters, import and export restrictions, regulatory activities and interruptions in supply, state or judicial orders, law or decisions, epidemics, etc.
132. In the event of Force Majeure, the Supplier shall be deemed not to have breached the contract or the order in the event of delay or non-fulfilment of any contractual obligation: if he notifies the Buyer of Force Majeure as soon as possible and if he does everything in his power to bring the Force Majeure to an end and to minimize its consequences.
133. In the event of Force majeure, the Buyer shall not be entitled to compensation of any kind whatsoever, nor shall the Buyer have any right to claim performance.

## 14. Termination of contract

141. If the right to terminate the contract agreed between the Parties without giving a reason, but it is not determined what the notice period is, it shall be 60 days or until the specifically bought raw material used up is.
142. Each of the contracting parties may, by written notice, withdraw from the contract with immediate effect in the case of:
  - Submission of a proposal for or introduction of liquidation, compulsory settlement or bankruptcy over the counterparty,

- Status changes that could affect the performance of the contract,
  - Counterparty Transaction Account Blocks,
  - Violations of the material provisions of the contract,
  - That it follows from the conduct of the counterparty or from the circumstances that it will not or could not fulfil its obligations.
143. In addition to the reasons referred to in Article 14.2, the Supplier may withdraw from the contract by written notice and with immediate effect in the event that:
- The Buyer shall be in delay with payment under the conditions set out in contract,
  - Within the meaning of the law governing companies, the Buyer shall merge or merge with a third party – a company which is a direct competitor of the Supplier, or such competitor acquires a controlling interest in the Buyer or otherwise acquires control over the Buyer,
  - The Buyer becomes insolvent.
144. The cancellation or withdrawal statement must be sent to the opposing party in writing by registered mail. If the right to terminate the contract is agreed between the parties without giving a reason, the notice period shall begin on the day of delivery of the registered item to the post office.
145. Termination of the contract shall not affect the validity of already confirmed orders, unless the latter are expressly terminated, regardless of the reason for termination of the contract. In relation to cancelled orders, the Supplier shall be entitled to payment for that part of the performance of the subject of the procurement which was demonstrated to have been carried out by the date of termination of the contract.
146. The Supplier is entitled to compensation for costs, lost profits and possible damage due to trust and the costs and damage incurred as a result of the withdrawal from the contract (half products, raw materials, tools, early termination of the use of work assets and equipment, etc.).
15. Final provisions, Applicable law and jurisdiction
151. If in this GTC written form is required, such form shall be deemed to be satisfied also by text form (e. g. e-mail).
152. Should any provisions of these GTC be or become invalid or unenforceable, the effectiveness of the remaining provisions shall be unaffected. The parties shall replace the invalid provision with a valid, enforceable provision that comes as close as possible to the economic purpose of the original provision. This applies accordingly in the event of any gaps.
153. These GTC relationships between Supplier and the Buyer, as well as any conflicts in connection with such relationships shall be governed exclusively by Slovenian law, excluding any conflict of law provisions and excluding the Vienna UN Convention on the International Sale of Goods / CISG.
154. Any dispute arising between the parties, wherever delivery may have been made, shall be brought in and come under exclusive jurisdiction of the court in Novo mesto, Slovenia.
16. Notifications
- The Buyer must inform the Supplier in case of the following changes: change of the company name or address or contacts, ownership of the company exceeding 10% share capital, major technological changes, major changes in the buyers capacity, changes in the management structure of the company – responsible persons of the areas, changes in the responsible manager – director, changes in buyers production which may lead to non-compliance, changes in important buyers, change in the location of buyers premises.

## 17. Amendments

Plastoform is entitled to amend these GTC and the effective date of amendment is the one indicated on amendment. Amended version will be available on Plastoform's web page <https://www.plastoform.si/sl/> from effective date on.