

General Terms and Conditions (GTC) of ROBUST d.o.o.

1. General

1.1 All offers, purchase orders, deliveries and services accepted or given by ROBUST d.o.o. and all partner companies shall comply with these General Terms and Conditions unless expressly otherwise agreed upon by ROBUST d.o.o.. ROBUST d.o.o. shall in this document from now on be known as the »Seller« or »ROBUST«. The purchasing party shall in this document from now on be known as the »Purchaser«.

1.2 Should individual details or articles of these General Terms and Conditions be expressly otherwise agreed upon they will have no effect on any other detail or article.

1.3 Any deviating or conflicting terms and conditions of the Purchaser shall not apply to or bind the Seller even without the Sellers expressed objection.

2. Contract Confirmation

2.1 All offers, purchase orders and confirmations of purchase orders will be carried out in written form. A purchase order will be deemed confirmed when the Seller has sent a confirmation or acknowledgement of the purchase order. The same applies to any modifications or terminations of the purchase orders.

2.2 If the Sellers offer does not contain a period of validity then the offers shall remain valid for a period of seven days after being sent by the Seller.

2.3 The Purchaser shall be responsible for providing all documentation required for the successful and undisturbed timely execution of the export/import processes as well as covering any related costs. All costs and disadvantages caused by the disturbance of the process performance shall be borne by the Purchaser.

2.4 Information on weight, size, price, performance and the like included in catalogues, brochures, circulars, advertisements, illustrations, price lists etc. shall only be relevant if they are expressly mentioned in the Seller's acknowledgement of the order. Deviations from the design ordered shall be permissible if they are minor and justified modifications or deviations that are reasonable for the Purchaser.

2.5 All documentation and marketing material shall always remain the intellectual property of the Seller. All use of the documentation and marketing material such as reproduction, dissemination, publication or presentation are forbidden unless otherwise agreed upon by the Seller. In the event of a business termination or reverse transaction all documentation and marketing material shall immediately be returned to the Seller without request.

3. Passing of risk

3.1 In general, goods shall be sold EXW, Arja vas 105, 3301 Petrovče, according to Incoterms 2010. The risk shall pass from the Seller to the Purchaser at the time the goods are made available to the Purchaser. The Seller shall advise the Purchaser the date as from which the Purchaser may dispose of the goods. This advice shall be made so timely that the Purchaser can take the measures that are usually necessary.

4. Delivery period

4.1 The delivery period shall be agreed upon by the Purchaser and Seller through the offer and purchase order. The delivery period shall come in effect once the Seller has received the downpayment for the purchase order. The delivery period shall encompass the time frame from the received downpayment for the purchase order by the Seller to the time when the shipment is made available for transport to the Purchaser.

4.2 If the Purchaser does not accept the properly offered goods at the agreed place or at the date agreed in the contract or advised by the Seller, the Seller shall be entitled to either demand performance or to rescind the contract after having granted a grace period; all costs arising therefrom (e.g. for storage, insurance or return transport) shall be borne by the Purchaser.

4.3 The Seller retains the right to extend the delivery period in the cases of force majeure as well as other unforeseeable events that may affect the production process upon which the Seller has an unsubstantial influence. The Purchaser is not entitled to revoke or cancel a purchase order due to the extension of the delivery period relating to such events.

4.4 The Purchaser shall accept and collect the goods within the collection period of fourteen days, starting when the Seller informs the Purchaser of the readiness of the shipment. The Seller retains the right to charge daily storage fees for any shipment which is not collected within the collection period time frame.

5. Use and Maintenance

5.1 The Purchaser is obliged to comply with the Instructions for Use and Maintenance which the Seller will send along with each machine. If the Instructions for Use and Maintenance are not delivered for any reason then the Purchaser is obliged to ask the Seller to send them. No manual or instructions shall be sent along with spare parts unless otherwise agreed upon.

5.2 The Purchaser is obliged to either properly and punctually carry out all maintenance works at the intervals provided within the Instructions for Use and Maintenance and inform the Seller of the works carried out or to employ the services of the Seller or the Seller's partner companies. In the event that the Purchaser will employ the service of the Seller then the Purchaser will notify the Seller at the appropriate time. The Purchaser's claims for warranty shall be forfeited in the event of non-performance of the maintenance.

5.3 The Purchaser is obliged to follow the Instructions for Use and Maintenance throughout all processes of working with or handling the related product. Failure to comply with the Instructions for Use and Maintenance will result in the Purchaser's forfeiture of any warranty claims.

6. Occupational health and safety

6.1 The Purchaser shall ensure the compliance with all health and safety regulations for all works and handling of the product by providing or installing all required safety equipment and measures.

6.2 The technical equipment used in connection with any start-up, maintenance, service or warranty work shall be provided by the Purchaser and shall be made available to the Seller free of charge when conducting any works. The required technical equipment must follow all applicable regulations regarding health and safety and must be marked accordingly.

6.3 Prior to any works being carried out on the product by the Seller, the Seller may inform the Purchaser of any additional safety equipment or measures which must be provided or implemented by the Purchaser. All duties of the Seller shall come in effect after the Purchaser has informed the Seller that all sought measures had been taken.

6.4 If any issues regarding health and safety arise during the said works being carried out, the Seller retains the right to immediately hold or completely stop the works without any consequences. The costs incurred in connection with the discontinued work shall be borne by the Purchaser.

7. Terms of payment

7.1 The standard terms of payment involve: 30% downpayment upon order confirmation, 70% before shipping. The total amount shall therefore be paid prior to shipping. The standard terms of payment apply to all orders unless otherwise agreed upon. The prices apply for EXW -Incoterms 2010. Any other costs relating to transportation and the export/import process shall be borne by the Purchaser.

7.2 Unless fixed prices were expressly agreed, reasonable price changes due to changed payroll costs, costs of materials and distribution for deliveries made three or more months after conclusion of the contract shall be reserved.

7.3 All payments shall be made without deduction in the agreed currency. Any costs arising from bank transfers or other costs shall be borne by the Purchaser.

7.4 The purchaser shall not be entitled to withhold, modify or offset payments on the grounds of any warranty claims, damage claims or other counterclaims.

7.5 If the Purchaser is in default of any agreed payment or other performance, the Seller shall be entitled to:

- a) call for immediate payment of the total outstanding purchase price,
- b) extend the delivery period accordingly,
- c) postpone fulfilment of its own obligation until payment,
- d) charge default interest rates with effect from the respective due date,
- e) rescind the contract after having granted a reasonable grace period.

7.6 The Purchaser shall not be entitled to set off its own claims, based on whatever grounds, against claims of the Seller under this contract.

8. Termination of the purchase contract for fault of the Purchaser

8.1 If the contract is terminated for fault of the Purchaser, the Seller shall be entitled to demand a compensation payment from the Purchaser in the amount of 25% of the net purchase price in addition to compensation for the damage actually caused, independently of its right to demand performance.

9. Retention of title

9.1 The Seller shall retain title to the object of purchase until the full settlement of all financial obligations of the Purchaser, meaning that the object of the purchase will remain in the ownership of the Seller until all of the Purchasers obligations have been fulfilled.

9.2 The Purchaser shall be obliged to handle the object of purchase with due care until the title passes to the Purchaser. The Purchaser shall in particular be obliged to take out sufficient insurance for the object of purchase against theft, fire and water damage based on its reinstatement value and at its own cost. If maintenance and overhaul work has to be carried out, the Purchaser shall carry out such work at its own cost and in a timely manner.

9.3 If the object of purchase is resold subject to retention of title the Purchaser shall assign the claim vis-à-vis its buyer to the Seller already at this point. The Seller undertakes not to collect claims as long as the Purchaser fulfils its payment obligations and is not in default of payment.

9.4 If the object of purchase is combined with other objects and/or inseparably connected with land, it shall be deemed agreed that the Seller receives co-ownership of the complete product on a pro-rata basis. For securing the Seller's claims the Purchaser shall also assign claims to the Seller which accrue to the Purchaser vis-à-vis third parties through connection of the object of purchase to a plot of land.

10. Warranty and liability

10.1 The Seller shall be obliged to repair any defect which impairs usability and which is due to a defect of construction, material or workmanship.

10.2 The warranty period shall be based on the time period and/or operating hours of the sold machine and spare parts, depending on which figure is reached first. The time period and operating hours shall be specified in the warranty certificate for each individual machine. This shall also apply to delivery items and services which are inseparably connected to a building or plot of land. Any claims under warranty shall be asserted in court within that period. The warranty period shall commence upon the day of the handover, which is registered on the Invoice towards the end-buyer.

10.3 The Purchaser shall only be entitled to rely on this clause if it immediately informs the Seller in writing about the defects that have occurred. In case of any claim from the Purchaser, the Purchaser is obliged to submit the Invoice of the purchased machine, a filled out Malfunction Report as well as video and photo documentation as advised by the Seller. The Seller so informed shall either replace or repair the defective goods and/or defective parts itself or have them repaired by third parties on site, provided that the Seller is obliged to repair those defects according to the provisions of this clause. If the defective part is a portable part, the Purchaser shall be obliged to send this part to the Seller at the Seller's request and at the Purchaser's cost within 30 days.

10.4 If the Seller has the defective goods or parts sent back to it for improvement or replacement, the Purchaser shall bear the costs and risk of transport, unless otherwise agreed. Unless otherwise agreed, the improved or replaced goods or parts shall be sent back to the Purchaser at the cost and risk of the Seller.

10.5 All defective parts which have been replaced shall be sent back to the Purchaser along with the repaired goods once the warranty work is complete. If the parts are not sent back along with the product then the parts shall be kept at the premises of the Seller for a period of 15 days. The defective parts shall be disposed of if the Purchaser does not expressly demand the return of these parts within this period.

10.6 For warranty work on the Purchaser's premises the Purchaser shall, as advised by the Seller, provide the necessary unskilled staff, equipment and supplies free of charge. The Seller shall retain title to the replaced goods, if any. If it turns out in the Purchaser's plant that the necessary work cannot be carried out by the Purchaser's staff or the persons provided by it or if the Purchaser refuses to do such work, the Purchaser shall bear all costs of the improvement attempts made and of any idle time of staff or persons provided by it. By refusing to make an improvement the Purchaser shall, at the same time, lose any other claims based on warranty or damages.

10.7 If the warranty work is recommended to be carried out on the premises of the seller or the premises of the intermediary/authorized service provider, the buyer is obliged to provide lifting equipment and personnel for loading the machine onto the transport vehicle and for preparing the machine for loading at their location. The same applies for unloading the machine.

10.8 Defects which are caused by structuring and assembly of the goods that was not effected by the Seller, insufficient tuning, non-observance of installation requirements, terms and/or instructions of use, overstraining of parts beyond the performance advised by the Seller, negligent or improper handling or use of unsuitable operating materials shall not be covered by warranty; this shall also apply to defects which are caused by materials provided by the Purchaser. Furthermore, the Seller shall not be liable for damage caused by actions of third parties. Warranty shall not include replacement of parts which are subject to natural wear and tear.

10.9 Warranty shall immediately cease if the Purchaser itself or a third party who has not been expressly authorised to do so carries out changes or repairs of the delivered items without the Seller's written consent. Invoices therefor will not be accepted. Work and deliveries subject to warranty shall not extend the original warranty period.

10.10 Warranty shall also cease if the Purchaser did not instruct the Seller or a company advised by the Seller to maintain the products at the maintenance intervals fixed by the Seller. The Purchaser shall either perform the maintenance or ask the Seller to carry out such maintenance at the expense of the Purchaser. The Purchaser undertakes to follow the manual provided by the Seller and to take all prescribed measures. In practice this means that in order to maintain the warranty, the Purchaser must within each year purchase at least one service pack as advised by the seller and depending on the machine model in order for the warranty to apply in the next coming year, until the maximum warranty period or work hours are reached.

10.11 In the event of the sale/delivery of goods/products or provision of other services by the Seller with digital elements as well as digital services, the following shall apply in particular: Insofar as a defect can be remedied by installing a new or improved version of digital elements/services, the Purchaser/client or user is obliged to accept the remedying of the defect by such (re)installation (updates or upgrades). However, the Seller shall not be liable and provides no guarantee/warranty that corresponding updates or upgrades of the digital elements/services will always be provided and therefore there is no general right of the Purchaser/client or user to a permanent update or upgrade.

10.12 Unless otherwise agreed in writing, the Seller shall not provide any warranty for used machines or parts.