

MISCELLANEOUS**Supplier's obligations:**

- to supply the ordered goods within the agreed scope and quality in accordance with the applicable rules and standards, seeking the approval of the Mandator first if goods need to be replaced, otherwise the Mandator shall not be obliged to pay for the goods;
- all supplied goods, elements, spare parts etc. must be completely new, manufactured in line with state-of-the-art technology and the latest specialised industrial know-how, as well as in conformity with the applicable rules and standards, while the Supplier shall also be obliged to provide adequate certificates of attestation;
- to protect goods from damage and destruction until handed over to the Mandator;
- to satisfy all other obligations defined in the offer and other documentation or arising from other mutual arrangements.

Payment conditions

- successfully effected takeover (see indent "takeover");
- submission of all documentation from the offer and order;

If any of the previous items is not fulfilled, the Mandator may refuse to pay and the payment shall not fall due until all previously mentioned items have been fulfilled. Although the payment dynamics may deviate from this order, all previously mentioned items need to be fulfilled before the final payment in any event.

If the Mandator contests an invoice or a part of an invoice, they shall notify the Supplier thereof within 8 working days and settle the undisputed part of the invoice, the Supplier shall be obliged to issue a credit note for the disputed part.

Takeover

Once the Supplier has the goods ready to be taken or handed over, he shall notify the Mandator and make the delivery to the agreed location within the agreed time or make the arrangements for takeover in accordance with the agreed Incoterms clause (Incoterms 2010). The Mandator shall carry out a customary inspection of the supplied goods or he will review goods as soon as possible after the normal course of thing, inform the Supplier of obvious defects and confirm the receipt of the equipment by signing the delivery note (takeover).

If it is revealed after the takeover by the Mandator that the goods shows a defect which could not have been noticed during the customary inspection (latent defect), he is obliged to notify the Supplier immediately after the defect has been discovered or within 2 years after the takeover at the latest. The supplier is obliged to remedy defects on goods or deliver new goods. The delivery note shall be an integral part of the invoice.

Delivery time

The Supplier is obliged to deliver goods until the date as previously mentioned on the order. Deviation from the previously mentioned delivery times shall be possible only upon written consent by the representative of the Mandator.

Timely delivery of goods shall mean such delivery effected during the delivery time in terms of quantity and quality. If the Supplier fails to deliver goods within the specified period or fails to deliver it at all, the Mandator shall be entitled to engage another supplier with full or partial execution of works and, in both instances, charge an extra payment of 5% to cover the overheads. Moreover, all increased costs (difference in prices of the other supplier) including penalty and damage incurred thereby, shall be borne by the Supplier. The Mandator shall be entitled to take the same action if the Supplier unjustifiably discontinues or stops the delivery.

Penalty for delay in delivery

If the Supplier fails to deliver the goods within the specified time periods, he is obliged to pay to the Mandator a penalty amounting to 0.5% of the sum from this order for each calendar day of default, though the penalty may not exceed 10% of the sum from this order.

If default under this contract causes damage to the Mandator which exceeds the penalty, the latter shall charge to the Supplier also the difference between the damage incurred and the charged penalty.

Any penalty shall be charged on a special invoice to be issued by the Mandator to the Supplier and set off with the invoice issued by the Supplier.

Confidentiality

The Supplier and the Mandator are obliged to treat all information and data obtained in the process of realisation of this order as a business secret of the other party, and shall not be entitled to disclose such information and data to third legal or natural persons without prior written consent of the other party. Such information or data may be used exclusively for the purpose of carrying out their obligations, duties and rights under this order. In case of default, the violating party shall pay to the other party 0.5% of the value of this order for each violation.

Termination of the Order by the Mandator

The Mandator shall have the right to terminate the order at any time without any notice period, especially in the following cases:

- if the Supplier is in delay with delivery times under this order and fails to deliver the equipment even within the grace period of 8 days;
- immediately after the Supplier runs behind schedule if it can be concluded from the Supplier's conduct that the Supplier will not fulfil their obligations even in the grace period;
- if the Supplier becomes incapable of rendering fulfilment;
- if the Supplier is prepared to fulfil only one part of the order without any justified reason, and the Mandator has no interest in such fulfilment;
- if it is obvious that the Supplier will not fulfil their obligations;
- if the Supplier fails to respect the provisions and obligations from the order and the offer or seriously violates them.

If the Mandator terminates the order, he is obliged to pay the Supplier for all goods delivered to that point, and at the same time have the right to request from the Supplier a compensation for damage incurred, the costs of substitutional performance and administrative costs as a result of the termination. The Mandator shall charge the previously incurred costs on a special invoice to be issued to the Supplier and set off with the invoice issued by the Supplier.

Termination of the Order by the Supplier

The Supplier shall also have the right to terminate the order but only in case of force majeure or due to the Mandator failing to meet their obligations (default of payment...). In this case the Supplier shall be entitled to receive payment for the already delivered equipment and a compensation for the damage suffered due to the Mandator failing to meet their obligations.

Disputes (law and jurisdiction)

Any disputes arising out of this order that cannot be settled amicably, shall be resolved by the competent court of subject matter jurisdiction in Ljubljana. Slovenian law shall be applied to the settlement of disputes.