

FORTHY DISTRIBUTION GROUP veleprodaja d.o.o., having its registered office at Kantetova ulica 38, 1000 Ljubljana, Slovenia, registered under company number 5673194000, VAT ID and tax number SI 26517086 (hereinafter: **"FORTHY DISTRIBUTION GROUP"**),

hereby adopts the following

GENERAL TERMS AND CONDITIONS OF PURCHASE

(Validity and application of the General Terms and Conditions)

Article 1

These General Terms and Conditions apply to all offers and contracts of the user of these General Terms and Conditions, its legal successors, as well as all affiliated companies, relating to the supply of goods by the supplier (hereinafter: the **"Supplier"**).

The application of the Supplier's general terms and conditions is expressly excluded.

Any provisions deviating from these General Terms and Conditions shall apply only if and to the extent that they have been expressly accepted in writing by FORTHY DISTRIBUTION GROUP.

(Contract / offer)

Article 2

A contract between FORTHY DISTRIBUTION GROUP and the Supplier shall be valid and binding upon FORTHY DISTRIBUTION GROUP only if concluded in written form. Any amendments or annexes to the contract must also be concluded in written form; otherwise, they shall be null and void.

The contract shall be deemed concluded in written form at the moment when an authorised representative of the Supplier submits a written order confirmation to FORTHY DISTRIBUTION GROUP. The Supplier's order confirmation received by FORTHY DISTRIBUTION GROUP shall be deemed an accurate representation of the agreed terms.

The Supplier shall, in a timely manner and at its own expense, obtain all permits, approvals and/or licences required for the performance of the contract or order and ensure compliance with the conditions stipulated therein.

Notwithstanding the foregoing, a contract shall also be deemed validly concluded if the parties commence performance, provided that such performance unequivocally demonstrates the intent of both parties to enter into a contract under these General Terms and Conditions.

(Confidentiality)

Article 3

The Supplier shall treat as strictly confidential all information in the broadest sense related to FORTHY DISTRIBUTION GROUP or any product acquired or sold by FORTHY DISTRIBUTION GROUP, which has been disclosed to or otherwise became known to the Supplier by FORTHY DISTRIBUTION GROUP and/or in connection with an offer and/or contract, and shall not disclose such information to any third party without the prior written consent of FORTHY DISTRIBUTION GROUP.

In the event of a breach of the obligations under this Article, the Supplier shall pay a contractual penalty in the amount of EUR 1,000.00 per individual breach. In the case of a continuing breach, an additional amount

of EUR 100.00 shall be charged for each commenced day of such breach, provided that the total contractual penalty shall not exceed EUR 20,000.00. This shall not affect the right of FORTHY DISTRIBUTION GROUP to claim compensation for additional damages.

(Prohibition of offering goods to customers of FORTHY DISTRIBUTION GROUP)

Article 4

During the term of the contractual relationship and for a period of twelve (12) months following its termination, the Supplier shall refrain from directly or indirectly offering identical or substitutable goods to those customers of FORTHY DISTRIBUTION GROUP with whom the Supplier became acquainted exclusively through its business cooperation with FORTHY DISTRIBUTION GROUP.

This restriction shall apply solely to the territory in which FORTHY DISTRIBUTION GROUP markets the relevant goods and shall not restrict the Supplier's general sales to other customers.

(Intellectual property rights and other legal requirements)

Article 5

The Supplier warrants to FORTHY DISTRIBUTION GROUP that the use of the supplied goods does not infringe any trademarks (word or figurative), copyrights, design rights or any other intellectual or industrial property rights of third parties (hereinafter: the **"Rights Holder"**).

The Supplier warrants to FORTHY DISTRIBUTION GROUP that the supplied goods are not counterfeit, pirated or otherwise falsified in any manner.

The goods supplied by the Supplier to FORTHY DISTRIBUTION GROUP must be manufactured by the Rights Holder, under its licence or with its consent.

The Supplier further warrants and represents that:

- (i) the goods sold to FORTHY DISTRIBUTION GROUP are genuine and have not been altered or tampered with;
- (ii) where goods intended for sale within the EEA are supplied under T2/e-AD status, such goods were previously placed on the market in the EEA by the Rights Holder or with its consent. This shall apply even if the Supplier did not acquire the goods directly from the Rights Holder. The Supplier warrants compliance with all applicable requirements, including labelling, and that the goods are fit for sale within the EEA. Upon first request, the Supplier shall provide all information regarding suppliers and previous holders of the goods and submit unredacted documents such as invoices and correspondence;
- (iii) where goods intended for sale outside the EEA are supplied under T1 status or in transit, such goods were previously placed on the market in the country of origin or purchase by the Rights Holder or with its consent. The same obligations as set out in item (ii) shall apply mutatis mutandis to this item (iii).

The Supplier shall fully indemnify and hold harmless FORTHY DISTRIBUTION GROUP and its customers against all claims arising from the warranties under these General Terms and Conditions or from (alleged) infringements of intellectual property rights, and shall compensate FORTHY DISTRIBUTION GROUP and/or its customers for all damages incurred, including legal costs. FORTHY DISTRIBUTION GROUP may charge the Supplier, on a monthly advance basis, for the costs of any (out-of-court or court) proceedings.

Upon request of FORTHY DISTRIBUTION GROUP, the Supplier shall provide all contact details of its suppliers and other details regarding the goods and the supply chain, including all supporting documentation.

The Supplier's liability for damages under this Article shall be limited to foreseeable damage and shall exclude loss of profit, except in cases of wilful misconduct or gross negligence.

Notwithstanding the foregoing, the limitation of liability shall not apply to third-party claims arising from infringements of intellectual property rights.

(Prices)

Article 6

All prices are fixed and include value added tax, import and export duties, excise duties and all other taxes or charges. Prices are based on the delivery terms set out in the following Articles. Price increases due to changes in material or labour costs shall not be permitted.

The parties agree that the provisions on changed circumstances pursuant to Article 112 of the Slovenian Obligations Code shall apply only in exceptional, unforeseeable and extraordinary cases which fundamentally disrupt the contractual balance.

(Delivery terms)

Article 7

Unless otherwise agreed in writing between the Supplier and FORTHY DISTRIBUTION GROUP, delivery shall be "Delivered at Place (DAP)" in accordance with the Incoterms rules in force at the time, to the location designated by FORTHY DISTRIBUTION GROUP.

The Supplier shall deliver the goods on the date specified in the order confirmation; if no date is specified, within thirty (30) days from order confirmation. The Supplier and FORTHY DISTRIBUTION GROUP may agree on a delivery period exceeding thirty (30) days where circumstances on either side so require.

The Supplier shall timely inform FORTHY DISTRIBUTION GROUP of the exact delivery date and the reasons for any delay; failing which, the Supplier shall be deemed to be in default without further notice.

Partial deliveries under a single order shall be permitted only with the prior written consent of FORTHY DISTRIBUTION GROUP.

(Packaging)

Article 8

The Supplier shall properly package the goods and shall be liable for any damage suffered by FORTHY DISTRIBUTION GROUP due to inadequate packaging.

Where food products or other goods subject to food safety or phytosanitary regulations are supplied, the Supplier shall ensure appropriate labelling indicating the composition of the product and any allergens contained therein.

FORTHY DISTRIBUTION GROUP shall not be obliged to pay separately for packaging unless expressly agreed otherwise in writing.

Upon request of FORTHY DISTRIBUTION GROUP, the Supplier shall take back the packaging and reimburse the packaging costs previously charged by FORTHY DISTRIBUTION GROUP.

(Quality)

Article 9

The Supplier warrants that the goods are:

- (i) genuine and originate from the manufacturer stated on the packaging;

- (ii) fit for sale to subsequent buyers and consumers;
- (iii) in the original and most recent manufacturer's packaging;
- (iv) in conformity with the contract, documentation, standards and samples of FORTHY DISTRIBUTION GROUP;
- (v) compliant with Slovenian, European and international regulations (including, but not limited to, proper labelling);
- (vi) marked with original serial/batch numbers.

(Inspection of goods)
Article 10

FORTHY DISTRIBUTION GROUP or a person authorised by it shall have the right to inspect the delivered goods. The Supplier shall provide all relevant data and documentation necessary for such inspection.

If FORTHY DISTRIBUTION GROUP rejects the goods due to non-conformity, the Supplier shall repair or replace the goods within the period specified by FORTHY DISTRIBUTION GROUP. FORTHY DISTRIBUTION GROUP may return the goods to the Supplier at the Supplier's expense or make the goods available to the Supplier for collection at the Supplier's own cost.

FORTHY DISTRIBUTION GROUP may use the goods prior to inspection.

(Risk and transfer of ownership)
Article 11

The Supplier shall bear the risk of non-conforming delivery or destruction of the goods until the goods have been delivered to FORTHY DISTRIBUTION GROUP and inspected and accepted as compliant by FORTHY DISTRIBUTION GROUP, irrespective of any prior payment of the purchase price.

Where, by agreement between FORTHY DISTRIBUTION GROUP and the Supplier, FORTHY DISTRIBUTION GROUP becomes the owner of goods still held by the Supplier, the Supplier shall, as security for FORTHY DISTRIBUTION GROUP's ownership, properly mark, store and insure such goods.

This constitutes an express agreement of the parties to derogate from the Incoterms DAP rules regarding the transfer of risk.

(Payment)
Article 12

Unless otherwise agreed, FORTHY DISTRIBUTION GROUP shall pay the Supplier's invoice within sixty (60) days from the invoice issue date.

Payment of the Supplier's invoice by FORTHY DISTRIBUTION GROUP shall not release the Supplier from its obligations regarding the quality of the goods and warranty for the supplied goods.

FORTHY DISTRIBUTION GROUP may offset its claims against the Supplier at any time. The Supplier may offset its claims only with the prior written consent of FORTHY DISTRIBUTION GROUP.

The Supplier may not assign its claims against FORTHY DISTRIBUTION GROUP to any third party without the prior consent of FORTHY DISTRIBUTION GROUP.

(Invoices)
Article 13

Invoices issued by the Supplier and submitted to FORTHY DISTRIBUTION GROUP must comply with the statutory requirements of the legislation governing value added tax and the rules of Regulation (EC) No 638/2004 of the European Parliament and of the Council of 31 March 2004 on Community statistics relating to the trading of goods between Member States (Intrastat).

Each invoice must state the delivery note number and the order number of the delivered goods.

Incorrectly issued invoices shall be rejected in full by FORTHY DISTRIBUTION GROUP; payment of unjustified invoices shall be withheld until clarification.

(Returns)
Article 14

The Supplier agrees that FORTHY DISTRIBUTION GROUP may return the goods and claim a refund of part of the purchase price if, without fault of FORTHY DISTRIBUTION GROUP and/or due to actions of the Supplier (e.g. substantial changes in packaging or product content), the market situation or saleability of the goods supplied by the Supplier to FORTHY DISTRIBUTION GROUP materially changes.

FORTHY DISTRIBUTION GROUP may, within twelve (12) months from delivery, return goods that deviate in packaging or labelling (e.g. promotional series), provided that the goods are unused, unaltered and in their original packaging, and claim a proportional refund of the purchase price.

(Complaints and warranty)
Article 15

Upon notification by FORTHY DISTRIBUTION GROUP of a defect or non-conformity of the goods, the Supplier shall immediately remedy the defect or replace the goods at its own expense.

If the Supplier fails to remedy the defect or replace the goods, FORTHY DISTRIBUTION GROUP may carry out the repair, where possible, at the Supplier's expense.

The Supplier's warranty obligations shall continue to apply after repair or replacement of the goods.

(Liability for damages)
Article 16

The Supplier shall be liable to FORTHY DISTRIBUTION GROUP for direct damages arising from defects in the goods or other breaches of the contract. The Supplier shall be liable for indirect damages or loss of profit only in cases of wilful misconduct or gross negligence.

The Supplier shall maintain appropriate liability insurance and allow FORTHY DISTRIBUTION GROUP to inspect the insurance policy upon request.

(Partial or total termination / cancellation of order)
Article 17

FORTHY DISTRIBUTION GROUP may withdraw from the contract or cancel the order without further notice if the Supplier fails to perform its obligations despite a reasonable cure period, if there is doubt regarding the Supplier's ability to perform, or in the event of bankruptcy, compulsory settlement, liquidation, seizure of assets or criminal liability of the Supplier.

In such case, FORTHY DISTRIBUTION GROUP may, after withdrawal, retain or return the goods already delivered and, in the event of return, claim a refund of the purchase price.

(Subcontracting)

Article 18

The Supplier may not subcontract the performance of the contract without the prior written consent of FORTHY DISTRIBUTION GROUP; otherwise, the Supplier shall be liable for any resulting damage.

The Supplier shall comply with data protection legislation. Where personal data are processed, the Supplier and FORTHY DISTRIBUTION GROUP shall conclude a data processing agreement.

(Invalidity / nullity of provisions)

Article 19

If any provision of the contract or order concluded between FORTHY DISTRIBUTION GROUP and the Supplier becomes invalid, the remaining provisions shall remain in force. The parties shall replace the invalid provision with a valid provision that most closely reflects the purpose and content of the invalid provision.

Where a provision conflicts with mandatory law, the mandatory provision shall prevail.

Provisions which by their nature are intended to survive shall remain in force after termination of the contract or order.

(General provisions)

Article 20

The court having subject-matter jurisdiction in Ljubljana shall have exclusive jurisdiction over all disputes, unless FORTHY DISTRIBUTION GROUP elects the jurisdiction of the court at the Supplier's seat; this shall not limit the right of FORTHY DISTRIBUTION GROUP to seek interim or protective measures before any competent court.

This contract shall be governed by the laws of the Republic of Slovenia.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded, as are other international conventions, unless otherwise agreed in writing by the parties.

In the event of discrepancies between the Slovenian and the English versions of these General Terms and Conditions, the Slovenian version shall prevail.

(Final provisions)

Article 21

These General Terms and Conditions have been in force since 1 January 2024 and shall apply to all contracts concluded and orders placed and confirmed on or after that date, as well as to all future contracts and orders, until replaced by a new version.