

FORTHY DISTRIBUTION GROUP veleprodaja d.o.o., with its business address at Kantetova ulica 38, 1000 Ljubljana, Slovenia, registered seat in Ljubljana, company registration number: 5673194000, VAT identification number: SI 26517086 (hereinafter: **“FORTHY DISTRIBUTION GROUP”**),

hereby adopts the following

GENERAL TERMS AND CONDITIONS OF SALE

(Scope and applicability of the General Terms)

Article 1

These General Terms and Conditions apply to all offers and contracts of FORTHY DISTRIBUTION GROUP, its legal successors and affiliated companies, relating to the supply of goods by FORTHY DISTRIBUTION GROUP to the customer to whom the offer is addressed or to any other relevant contracting party.

By placing an order, the Buyer confirms that it purchases the goods exclusively for the purposes of carrying out its economic or business activity. If the Buyer is a natural person acting outside its professional or business activity, the provisions of the Consumer Protection Act of the Republic of Slovenia (ZVPot-1) shall apply, and not these General Terms and Conditions.

The application of any other general terms and conditions of the Buyer, whether existing or future, is excluded.

Any deviations 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.

(Offer)

Article 2

Each offer of FORTHY DISTRIBUTION GROUP is non-binding and made subject to the conclusion of a contract or confirmation of the order; this shall also apply where the offer contains a deadline for acceptance, unless expressly agreed otherwise in writing.

(Contract)

Article 3

A contract between FORTHY DISTRIBUTION GROUP and the Buyer shall be valid and binding upon FORTHY DISTRIBUTION GROUP only if concluded in writing. The same shall apply to any amendments or annexes thereto; otherwise, they shall have no legal effect.

The contract shall be deemed concluded when an authorised representative of FORTHY DISTRIBUTION GROUP provides the Buyer with written confirmation of the order.

Promises or agreements made with other persons on behalf of FORTHY DISTRIBUTION GROUP shall not be binding unless confirmed in writing by an authorised representative of FORTHY DISTRIBUTION GROUP.

The contract or order confirmation constitutes the complete and accurate agreement between the parties. The order confirmation or invoice issued by FORTHY DISTRIBUTION GROUP shall be deemed to correctly reflect the agreement unless the Buyer objects to its content immediately, in writing and with justification. In

such case, the contract shall be deemed not concluded and FORTHY DISTRIBUTION GROUP shall not be obliged to perform the order.

Minor deviations within the agreed tolerances shall be permissible and shall not constitute a defect or non-conformity of the goods.

(Informational documents)

Article 4

Notices, information, statements and samples provided by FORTHY DISTRIBUTION GROUP are for informational purposes only and shall not be binding, unless expressly stipulated otherwise in the contract.

(Confidentiality)

Article 5

The Buyer shall treat as strictly confidential all information, in the broadest sense of the term, relating to FORTHY DISTRIBUTION GROUP or any product supplied or sold by FORTHY DISTRIBUTION GROUP, which has been disclosed to or otherwise become known to the Buyer through FORTHY DISTRIBUTION GROUP and/or in connection with an offer and/or a 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 this Article, the Buyer shall pay a contractual penalty of EUR 1,000.00 for each individual breach and an additional EUR 1,000.00 for each commenced day of the breach, up to a maximum total amount of EUR 20,000.00. Payment of the contractual penalty shall not exclude the right to claim damages exceeding the amount of the contractual penalty.

(Prices and VAT)

Article 6

Prices stated or agreed with FORTHY DISTRIBUTION GROUP do not include VAT or any other taxes, duties or charges and are based on the delivery terms set out in these General Terms and Conditions.

Where the goods are intended for intra-EU supply and, at the time of conclusion of the contract or order confirmation, the conditions for VAT exemption are not fulfilled or duly evidenced, FORTHY DISTRIBUTION GROUP shall be entitled to temporarily charge VAT at the applicable rate.

If the Buyer subsequently provides appropriate and timely evidence of fulfilment of the conditions for VAT exemption (in particular a valid VAT identification number, proof of actual dispatch or transport of the goods to another EU Member State and other required documentation), FORTHY DISTRIBUTION GROUP shall issue a credit note for the temporarily charged VAT.

If the Buyer fails to provide such evidence or provides it late, the VAT charge shall be deemed correct and final, and the Buyer shall not be entitled to any refund or credit.

Where prices are determined based on weight, the weight shall be determined by weighing with calibrated equipment at FORTHY DISTRIBUTION GROUP prior to delivery. The Buyer may be present, provided this does not cause any delay, and must ensure its timely attendance.

FORTHY DISTRIBUTION GROUP may adjust prices in the event of increases in the prices of goods, materials, components, wages, social contributions, transport costs, insurance premiums or other cost factors, including exchange rate fluctuations. If such increase occurs within three (3) months of contract conclusion or order confirmation, the Buyer shall be entitled to withdraw from the contract or order.

If prices are based on reimbursements of duties and/or subsidies which FORTHY DISTRIBUTION GROUP does not receive, FORTHY DISTRIBUTION GROUP may adjust the prices accordingly.

(Method and delivery period)
Article 7

Unless expressly agreed otherwise, delivery shall be Ex Works (EXW) from the premises of FORTHY DISTRIBUTION GROUP. Delivery terms shall be interpreted in accordance with the ICC Incoterms in force at the time of contract conclusion. In the event of any inconsistency between the ICC Incoterms and these General Terms regarding sale, delivery or payment, these General Terms shall prevail.

The delivery period shall commence upon order confirmation by FORTHY DISTRIBUTION GROUP or, where advance payment is agreed, upon receipt of such payment.

Delivery periods are based on circumstances existing at the time of contract conclusion and timely supply by FORTHY DISTRIBUTION GROUP's suppliers. In the event of changes in circumstances or supplier delays, delivery periods shall be reasonably extended.

Delivery shall be deemed to have taken place when the goods, except for insignificant parts, are ready for dispatch and the Buyer has been notified thereof.

Partial deliveries shall always be permitted unless expressly agreed otherwise.

Delivery dates shall not be binding unless expressly agreed for a specific shipment. In such cases, the Buyer shall have no rights arising from delay unless the delay exceeds three (3) months.

If FORTHY DISTRIBUTION GROUP is in delay with delivery, the Buyer may terminate the contract or withdraw from the order, unless the delay is attributable to the Buyer. In such case, any payments made shall be refunded without interest.

(Transport)
Article 8

In all cases, regardless of the agreed delivery terms, FORTHY DISTRIBUTION GROUP may arrange transport, including unloading, at the cost and risk of the Buyer, using means of transport and routes of its choice.

At the first request, the Buyer shall provide all guarantees required for documents necessary for transport to the destination.

If circumstances beyond the control of FORTHY DISTRIBUTION GROUP prevent transport or delivery, or if the Buyer fails to accept the goods, FORTHY DISTRIBUTION GROUP may return or store the goods at the Buyer's cost and risk. Storage and return costs shall be borne by the Buyer and are fixed in advance at a minimum of 15% of the agreed price.

(Packaging)
Article 9

Single-use packaging shall not be taken back by FORTHY DISTRIBUTION GROUP. Reusable packaging may be taken back at the discretion of FORTHY DISTRIBUTION GROUP and may be invoiced separately.

Upon return of reusable packaging, a credit note shall be issued unless the packaging is damaged or in inferior condition, in which case the value shall be reduced proportionally.

The Buyer may offset the value of returned packaging only after receipt of the credit note.

Damage to goods caused by damaged packaging shall always be borne by the Buyer.

(Risk and retention of title)**Article 10**

The risk of loss of or damage to the goods shall pass to the Buyer at the moment the goods are taken over from the warehouse of FORTHY DISTRIBUTION GROUP by the Buyer or its carrier.

FORTHY DISTRIBUTION GROUP shall retain title to the goods until all claims against the Buyer have been fully settled. Until then, the Buyer shall store the goods separately as the property of FORTHY DISTRIBUTION GROUP and insure them against loss or damage, ensuring that FORTHY DISTRIBUTION GROUP is also entitled to the insurance proceeds.

A Buyer acting as an entrepreneur may resell the goods in the ordinary course of business; however, the claims of FORTHY DISTRIBUTION GROUP against the Buyer shall become due immediately upon resale, irrespective of invoice maturity.

The Buyer shall inform third parties of the retention of title and provide information on the location of the goods and the subsequent purchaser upon request.

(Payment)**Article 11**

The payment term for each order shall be thirty (30) days after fulfilment of the order by FORTHY DISTRIBUTION GROUP, unless otherwise agreed.

Advance payment may be agreed, payable within fifteen (15) days of contract conclusion or order confirmation. Partial advance payments may also be agreed and shall be credited towards the purchase price.

Payments shall be made in full, in the currency stated on the invoice, without deductions or delay. Set-off or retention of payment by the Buyer is excluded.

If there are doubts regarding the Buyer's solvency, FORTHY DISTRIBUTION GROUP may require appropriate security and suspend performance.

In the event of late payment, the Buyer shall automatically be in default and shall pay statutory default interest from the due date until payment.

All costs of collection incurred by FORTHY DISTRIBUTION GROUP shall be borne by the Buyer.

(Return of goods)**Article 12**

Returns of goods are permitted only with the prior written consent of FORTHY DISTRIBUTION GROUP, following a complaint submitted and processed by FORTHY DISTRIBUTION GROUP. All returns shall be made at the cost and risk of the Buyer.

(Samples)**Article 13**

The Buyer may request a sample prior to delivery. If no sample is requested, the Buyer shall be deemed to have accepted the quality and condition of the goods in advance.

(Complaints and warranty)**Article 14**

Complaints may relate only to quantity, weight, specifications or non-conformity with a sample.

The Buyer shall inspect the Goods immediately upon receipt. The Buyer shall notify FORTHY DISTRIBUTION GROUP in writing of any apparent defects no later than 48 hours after receipt. If the Buyer fails to submit a claim within the aforementioned period, the Goods shall be deemed to have been accepted by the Buyer without apparent defects.

The Buyer shall notify FORTHY DISTRIBUTION GROUP in writing of any latent defects no later than 48 hours after their discovery, but in any event no later than three (3) months from delivery.

A claim must be submitted in writing and shall contain at least the order number or invoice number, identification of the Goods, a description of the alleged defect and, where applicable, the relevant documentation, photographs, serial number, information concerning the use of the Goods and any other evidence necessary to establish the existence and cause of the defect.

The periods specified in this Article shall, in the relationship between businesses, be agreed as preclusive periods for exercising rights arising from defects to the extent that such agreement is permissible under applicable law.

The Buyer shall lose its rights to submit a claim if:

1. the contract or order concerns used or damaged Goods;
2. the Goods have been modified or can no longer be identified;
3. the defects result from wear and tear, improper handling, storage or maintenance on the part of the Buyer;
4. the Buyer fails to enable FORTHY DISTRIBUTION GROUP to inspect the Goods;
5. the Buyer resells the Goods, unless the defect could not have been discovered earlier.

In the case of used, damaged, refurbished or otherwise designated Goods, the Buyer may not assert defects or characteristics of which the Buyer was expressly informed prior to entering into the contract or placing the order as being present or as differing from the usual characteristics of new and defect-free Goods.

If the Buyer has modified the Goods, incorporated them into another product or system, or otherwise interfered with the Goods in a manner that prevents or materially impedes the determination of the existence or cause of the alleged defect, FORTHY DISTRIBUTION GROUP may reject such claim, unless the Buyer proves that such modification, incorporation or other interference is unrelated to the alleged defect.

The mere resale of the Goods by the Buyer shall not automatically exclude the Buyer's rights arising from defects. However, if the Buyer fails to inspect the Goods prior to resale or use in a manner that can reasonably be expected having regard to the nature of the Goods, the Buyer shall be liable for the consequences of such failure to the extent permitted by applicable law.

In the event of a justified complaint, FORTHY DISTRIBUTION GROUP may, at its discretion, repair the goods, replace them, or issue a credit note.

The Buyer is fully responsible for verifying exhaustion of trademark rights in the market of resale and shall indemnify FORTHY DISTRIBUTION GROUP accordingly. For goods under customs status T1, trademark rights are not exhausted.

(Liability) **Article 15**

The total liability of FORTHY DISTRIBUTION GROUP shall be limited to the total value of the individual order, to the maximum extent permitted by law.

FORTHY DISTRIBUTION GROUP shall not be liable for loss of profit, loss of business, or indirect or consequential damages.

These limitations shall not apply in cases of intent or gross negligence.

If third parties assert claims against FORTHY DISTRIBUTION GROUP for matters outside its sphere of responsibility, the Buyer shall indemnify FORTHY DISTRIBUTION GROUP for all resulting damage.

(Limitation of Liability)

Article 15a

FORTHY DISTRIBUTION GROUP, as a distributor, is not the manufacturer of the Goods and does not assume liability for manufacturing, design, material, technical, safety or other defects of the product arising from the manufacturing process, design, materials, components, technical solutions, software, manufacturer's instructions or other circumstances for which the manufacturer, importer or another economic operator in the supply chain is responsible under applicable law.

If the manufacturer or another economic operator has provided a warranty, service conditions, technical requirements or another specific procedure for asserting claims in respect of particular Goods, the Buyer may assert its claims directly against the manufacturer or other responsible economic operator, where this is possible having regard to the nature of the particular claim.

If the manufacturer or other responsible economic operator rejects a claim, warranty claim, repair, replacement or any other form of claim, FORTHY DISTRIBUTION GROUP shall not be liable for such decision.

In the relationship between FORTHY DISTRIBUTION GROUP and the Buyer, where the Buyer is a business, the liability of FORTHY DISTRIBUTION GROUP for material defects of the Goods shall be fully excluded, except in cases where such limitation or exclusion is not permissible under applicable law.

FORTHY DISTRIBUTION GROUP does not assume liability for product defects for which the manufacturer or another economic operator in the supply chain is responsible and over which FORTHY DISTRIBUTION GROUP, as a distributor, had no control. This provision shall not affect any liability of FORTHY DISTRIBUTION GROUP arising from its own acts or omissions which cannot be excluded under applicable law.

To the maximum extent permitted by applicable law, FORTHY DISTRIBUTION GROUP shall not be liable for any indirect or consequential damage, including, in particular, loss of profit, loss of revenue, loss of business opportunity, interruption of production or business operations, loss of or damage to data, contractual penalties or other sanctions payable by the Buyer to third parties, recall costs, costs of dismantling, removal or reinstallation, costs of replacement or removal of other goods, costs of servicing by third parties, or any other business or economic losses.

If, notwithstanding the provisions of these General Terms and Conditions, FORTHY DISTRIBUTION GROUP is liable for damage under applicable law, its total liability in respect of an individual order shall, to the maximum extent permitted by law, be limited to the value of the relevant order or the value of the Goods that caused the damage.

If, due to a defect in the Goods or any other reason for which the manufacturer, importer or another economic operator in the supply chain is responsible under applicable law, FORTHY DISTRIBUTION GROUP is obliged to compensate the Buyer or a third party for damage or to pay any other amount, FORTHY DISTRIBUTION GROUP shall be entitled to seek reimbursement from the responsible economic operator for all resulting costs, damage and other liabilities, to the extent permitted by applicable law.

The Buyer shall be fully responsible for verifying whether the rights arising from a particular trademark have been exhausted in the market or territory in which the Buyer intends to resell the Goods, where such verification is required having regard to the circumstances of the Buyer's resale. The Buyer undertakes to indemnify and hold FORTHY DISTRIBUTION GROUP harmless against claims, costs and damage arising

from the Buyer's resale of the Goods in violation of trademark rights, to the extent that such obligation of the Buyer is permissible under applicable law.

If any provision of this Article is invalid, null and void or unenforceable, such provision shall apply to the maximum extent permitted by applicable law, and the invalidity or unenforceability of such individual provision shall not affect the validity of the remaining provisions of this Article.

(Force majeure)
Article 16

Force majeure includes all circumstances beyond the control of FORTHY DISTRIBUTION GROUP, including but not limited to war, riots, terrorism, strikes, work stoppages, fire, adverse weather conditions, and supplier failures.

In the event of force majeure, FORTHY DISTRIBUTION GROUP may suspend performance of the contract or order for up to three (3) months or terminate it in whole or in part, without liability for damages.

(Assignment and waiver)
Article 17

The Buyer may not assign its rights or obligations under the contract to third parties without the prior written consent of FORTHY DISTRIBUTION GROUP.

Failure or delay in exercising any right shall not constitute a waiver of such right.

(General provisions)
Article 18

If any provision of the contract or order is invalid, the remaining provisions shall remain in force. The parties shall agree on a replacement provision; mandatory statutory provisions shall prevail.

Provisions which by their nature survive termination shall remain effective after termination.

Exclusive jurisdiction for all disputes shall lie with the competent court in Ljubljana, unless FORTHY DISTRIBUTION GROUP elects the court at the Buyer's seat.

The contract shall be governed by Slovenian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

In the event of discrepancies between the Slovene and English versions, the Slovene version shall prevail.

(Final provisions)
Article 19

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