

## GENERAL TERMS AND CONDITIONS

adopted by the company REFLEX GORNJA RADGONA d.o.o., Podgrad 4, 9250 Gornja Radgona, VAT ID number: SI23633018, Registration number: 5293570

### 1. GENERAL, VALIDITY

These General Terms and Conditions shall regulate relations between the company Reflex Gornja Radgona d.o.o., Podgrad 4, 9250 Gornja Radgona, VAT ID No.: SI23633018, registration no.: 5293570 (hereinafter: Seller) and buyers of goods and services (hereinafter: Buyer) from its sales range (hereinafter: goods).

These General Terms and Conditions apply to all relations between the Seller and Buyer, unless the Seller and Buyer make a different agreement for individual cases. In case of doubt, only written agreements are considered a different agreement.

### 2. OFFERS, ORDERS, CONTRACT CONCLUSION

2.1. A contract is deemed to be concluded on the day when the Buyer's order is confirmed by the Seller's order confirmation document.

2.2. All offers made by the Seller are only binding upon issuance of an order confirmation by the Seller.

2.3. The Buyer's orders must be submitted in writing and contain at least the following data:

- product type,
- dimensions,
- quantity,
- price,
- payment terms,
- full delivery details (unloading point, street, postal code and contact person) and
- required delivery time and priorities for ordered products.

2.4. Any offers lacking a proper written order from the Buyer shall be deemed non-binding for the Seller. A contract is considered complete and binding for the Buyer when it contains all the data necessary for the production of goods, particularly the quantity and detailed technical specification of goods and services, quality, required guarantees and certificates, type, product design, specific characteristics and intended use of goods, the place and time of intended delivery, and the priorities of manufacture and delivery. A contract is deemed concluded if the Buyer's order is confirmed in writing by the Seller upon fulfilment of all elements listed in point 2.3. An order is considered unconfirmed if it has not been confirmed by the Seller within 3 days of receipt of the Buyer's order. The Seller is not obliged to check the accuracy of provided data and is also not obliged to check the actual usage of purchased glass. The Seller manufactures and/or delivers goods based on the content of written orders, in which reference is made to the number of the offer or the Seller's pre-invoice and written confirmation of receipt of the order – order confirmation.

- 2.5. The method of forwarding orders, confirming orders and accepting offers, as well as all other communications, is electronic communication. Any agreements not made in writing shall be deemed void.

### **3. PRICES AND PAYMENTS**

- 3.1. Unless otherwise stipulated in the contract or confirmed order, the purchase price must be paid by the Buyer to the Seller's transaction account IBAN SI56 0410 3000 2876 182, SWIFT: KBMASI2X, opened at Nova KBM d.d., by the payment due date specified on the Seller's invoice or order confirmation. The order receipt date is deemed as the date indicated on the order confirmation. In the event that the Buyer fails to take over the goods within the agreed period, the due date for payment of the purchase price is calculated according to the date of the agreed handover.
- 3.2. The Seller ensures that all its receivables and potential receivables are protected by credit insurance. In the event that the Seller is unable to obtain credit insurance for the Buyer, he may at any time request a modification of the payment terms, notwithstanding that these have already been agreed upon. In such cases, the Buyer is obliged to provide the Seller with an advance payment or additional financial insurance. The Seller retains the right not to fulfil orders that lack in adequate credit protection-limit.
- 3.3. In the event of late payment, the Seller is entitled to legal default interest at 8% p.a. interest rate and also to charge the Buyer for payment reminder costs and any other costs related to the delay.
- 3.4. In the event of significantly altered circumstances, the Seller reserves the right to modify its prices. A significant change in circumstances is considered to be a significant change in the prices of raw materials, an increase in labour costs or operating costs that might lead to a change in the price of the goods to such an extent that the contract clearly no longer meets expectations. The Seller must notify the Buyer in writing of any changed circumstances within 3 days of learning of their occurrence and implement any price changes within 30 days of notification.
- 3.5. Goods for which the Seller provides an order confirmation must be delivered at the current price stated at the time of the order. The agreed price applies to the conditions agreed upon in the order confirmation. In the event of any change in any of the order's elements specified in point 2.3., the Seller reserves the right to partly or fully modify the order. The Seller reserves the right to modify the terms of delivery in the event of any change in quantities, partial deliveries, plans, method of delivery or acceptance, specific characteristics or intended use of the goods, delays and deferrals by the buyer. The Seller is also entitled to reimbursement of all costs incurred (including costs due to multiple organizational tasks in the process) and any damages due to subsequent changes in the Buyer's order.

### **4. DELIVERY**

- 4.1. Delivery deadlines are counted from the day of contract conclusion or as stated in the order confirmation.
- 4.2. In the event of circumstances for which the Seller is not responsible, the delivery deadlines may be extended, and in this case, the Buyer is not entitled to compensation. Such circumstances include particularly:

- technical deficiencies arising from the nature of the order, to which the Buyer has been previously warned by the Seller;
  - strikes, prisons, war, fire, extreme weather and other cases of force majeure;
  - a general shortage of basic raw materials on the market (glass, seals, spacer,...)
- 4.3. The Seller must inform the Buyer in writing about the occurrence of the circumstances referred to in the previous paragraph no later than within 3 working days from the day when he became aware of their occurrence.
- 4.4. In cases of orders with a minimum quantity of 150 m<sup>2</sup>, delivery is carried out under the terms of the CIF clause (Incoterms rules, 2010). In cases of quantities that do not reach the minimum quantities and are not on the Seller's transport routes, service fees are charged according to the transport price list.
- 4.5. If the Buyer refuses to take delivery of the goods on the date determined by the Seller for reasons other than those within the Seller's sphere, the Seller may charge the storage costs of the covered storage space €2/m<sup>2</sup> after 5 days from the scheduled delivery date.
- 4.6. Deliveries are made on metal or wooden stands.
- 4.7. Metal and wooden stands are the property of Reflex and the Buyer must prepare them for handover within 14 days of delivery of the glass. In the event that the Buyer fails to prepare and return the transport stands within this period, the Buyer will be charged €500/piece for an individual metal stand and €100/piece for an individual wooden stand.
- 4.8. Invoices for non-returned stands are issued once a month, on the first working day of the month, taking into account the 14-day deadline for non-returned stands. The Seller is also entitled to charge the Buyer for any additional transport costs.
- 4.9. In cases of personal pickup of glass on racks by the Buyer, the Buyer is obliged to return the metal racks to the Seller within 14 days of handover. The stands are to be returned to Reflex d.o.o. Ljutomerska cesta 28F, 9250 Gornja Radgona, otherwise the Seller shall proceed as indicated in points 4.7 and 4.8.
- 4.10. If transport is provided by the Seller, the goods shall be handed over no later than the moment when the goods on the vehicle are available to the consignee at the delivery point – assuming paved access route is ensured. If in the driver's opinion, the driveway is unsuitable, the handover shall be carried out at a place that ensures entry and exit points and loading area for the vehicle. Unloading is exclusively a matter for the Buyer, who must provide suitable unloading devices and the necessary manpower within a maximum of 1 hour.
- 4.11. If unloading and further transport is ordered by the Buyer in writing, this work will be charged additionally. However, the Seller's participation in these works does not constitute acceptance of additional warranty and liability.
- 4.12. In the event that the Buyer does not provide the exact address of the desired delivery point, the Seller is entitled to stop the shipment and charge him for any incurred costs.
- 4.13. The Seller shall not be liable for defects caused by improper storage and handling of goods. Products must be stored in covered or over-covered, dry, well-ventilated rooms, without direct sunlight.

- 4.14. The buyer's confirmation of receipt of goods in the consignment note also indicates that the Buyer has received the stand.
- 4.15. Each end of the month, the Seller shall send the Buyer a list of unreturned stands. In the event that the confirmation is not returned within 24 hours, it shall be deemed that the Buyer agrees with the balance.
- 4.16. Product deliveries are accompanied by a delivery note. The Buyer is obliged to sign each delivery note and stamp it. The signature on the delivery note must be legible (name and surname) written in block letters. If the customer agrees to e-business, no signature is required, an e-mail message is sufficient.
- 4.17. By signing the delivery note, the Buyer agrees to accept the goods without visible damage.
- 4.18. The Seller is not liable for any damages incurred by the Buyer as a result of delays in fulfilling his contractual obligations, particularly due to incorrect or inaccurate data, specifications, projects or any other information provided by the Buyer.
- 4.19. The Buyer is liable to the Seller for all damage and costs incurred to the Seller, due to incorrect information provided by the Buyer, as well as and especially due to the reduction or cancellation of the order.
- 4.20. All obligations in the country of the recipient of the goods, including taxes, customs, fees, etc., are borne by the Buyer, unless otherwise agreed in the order confirmation.

## **5. OWNERSHIP RESERVATION AND RISK ASSUMPTION**

- 5.1. The ownership right is transferred to the Buyer upon signing of the delivery note and upon full payment for the delivered goods, and risk assumption is transferred from the Seller to the Buyer upon handover of the goods.
- 5.2. Until the moment of ownership transfer, the Buyer may use the goods acquired into possession for standard usage.

## **6. CUSTOMER COMPLAINTS AND RETURNS**

- 6.1. Complaints about obvious material defects must be made by the Buyer immediately upon handover of the goods. By signing the delivery note, the Buyer waives the assertion of claims arising from obvious material defects.
- 6.2. Material defects that could not be detected upon handover must be reported in writing by the Buyer no later than 3 days from discovery of the defect.
- 6.3. The Seller is not liable for material errors resulting from technical deficiencies arising from the nature of the order.
- 6.4. Complaints must be filed in writing via the customer complaint form. The Buyer is obliged to enable the Seller to inspect the defects related to the complaint, in a suitable manner (return of rejected goods to the manufacturer's headquarters, field inspection of rejected goods). The

Seller shall notify the Buyer in writing of the decision regarding the customer complaint resolution.

- 6.5. Upon on-site inspection of defects, the Seller is obliged to provide an answer no later than 8 days after the inspection, informing the Buyer whether the complaint is approved or not. If a negative answer is provided by the Seller within the period specified in the previous sentence, the complaint shall be deemed as unapproved. In the event that the Seller receives a complaint at the company's headquarters, the case will be taken into consideration. If no answer is provided by the Seller within 8 days of receipt of a complaint specified in the previous sentence, the complaint shall be deemed as unapproved.
- 6.6. In cases of justifiable complaints, the Seller must ensure repair or replacement of the goods. In such cases, delivery deadlines remain the same as indicated in the order confirmation or binding offer for the delivery of the rejected goods, and are calculated from the date when the complaint is approved by the Seller.
- 6.7. The Seller is not liable for possible costs of replacing already installed glass, which arise due to material defects.
- 6.8. The Seller undertakes to ensure the supply of first-class quality goods and in compliance with EU standards. The Seller takes no responsibility for supplying others. Liability for any damage is limited solely to the case of negligence, which the Buyer must prove. In the event that the Buyer finds defects in the delivered goods within the scope and warranty period for the delivered goods, he must notify the Seller in writing. If the complaint is justifiable, the Seller will supply new material. The Buyer must submit the request in writing no later than 3 days after discovery of the defect, otherwise, the warranty rights shall be deemed void. In no case shall the Seller be liable for consequential costs (replacements, penalties, damages...). The customer complaint must include a copy of the invoice, delivery note, proof of payment for the goods and a detailed description of the complaint with photos. In the event that the customer requests new glass, the rejected glass is returned and the reason for the complaint is verified by the manufacturer in its manufacturing premises.
- 6.9. In cases of customer complaints and other matters relating to glass supply, the following regulations apply:
  - Standards EN 1279-1, EN 12150, EN 1863, EN 14179, EN 14449,
  - Guidelines for Assessing the Visual Quality of Glass (March 2019) and Guidelines for Assessing the Visual Quality of Enamelled and Screen-Printed Glass (December 2020)

## **7. WARRANTY**

- 7.1. In cases of customer complaints and other matters relating to glass supply, the following data is required:
  - Delivery protocol and warranty (April 2018)

## **8. FINAL PROVISIONS**

- 8.1.** Any disputes arising from legal relations to which these General Terms and Conditions apply shall be presented to the Court of competent jurisdiction in Maribor and settled in compliance with Slovenian law.

In Gornja Radgona, 1<sup>st</sup> of June, 2021

REFLEX GORNJA RADGONA, d.o.o.