

QM	General terms and conditions for the purchase of goods and ordering services of MTD BIO d.o.o. and its affiliated companies	SPNN-2018	
			

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND ORDERING SERVICES OF MTD BIO D.O.O. AND ITS AFFILIATED COMPANIES

1. General

The general terms and conditions herein apply for the purchase of goods and services by MTD BIO d.o.o. and its related legal entities (hereinafter MTD BIO). They are published on the website <http://mtd-bio.si/> and shall apply to all supplies of goods and services, unless otherwise expressly agreed in writing in a separate order or contract.

The general terms and conditions of the supplier or service provider are applicable only if this is expressly agreed in writing, otherwise these general terms apply.

Communication between the parties through electronic mail, shall be considered as written communication as well.

2. Ordering

Orders by MTD BIO are valid only if they are submitted in writing and are signed by the legal representative or the procurator of the company. The recipient of the order-supplier or service provider must confirm in writing the receipt of the order and inform the client within 15 days thereof, otherwise the contract will no longer be binding for MTD BIO, unless it explicitly declares that it insists on the order. By written confirmation of the order, the recipient of the order recognizes the conclusion of the transaction in accordance with the subject purchase conditions, even if they have not explicitly stated they have been acquainted with them.

The supplier of goods or services undertakes to issue a supplier's declaration in accordance with Council Regulation (EC) 75/2008 of 29.01.2008.

3. Deadlines for the delivery and performance of services

The supplier is obliged to supply the goods and the provider shall provide the service within the time limit specified in the order or the contract. If there are circumstances that may cause delays, the supplier or service provider shall immediately inform the representatives of MTD BIO thereof. Such notice, irrespective of the fault of the supplier or the provider does not extend the deadline for the supply of goods or the provision of services. MTD BIO has the right to revoke the order or withdraw from the contract for the provision of services upon

receipt of such notice. In such a case, the supplier or the provider has no claims against MTD BIO. The intermediate deadlines for the supply of goods or provision of services and deliveries are binding and permissible for MTD BIO only if they are specified in the order or contract.

If MTD BIO does not withdraw from the order or contract in accordance with the previous paragraph, the supplier or service provider is obliged to pay a contractual penalty of 0.1% of the value of the order for each day of delay, but not more than 8% of the value of the contract. In the event MTD BIO causes damage exceeding the contractual penalty, MTD BIO has the right to demand, in addition to the contractual penalty, also the difference between the amount of the contractual penalty and the resulting damage. The claim of MTD BIO for payment of a contractual penalty or reimbursement of damage is offset by a claim held by the supplier or provider arising from the supply of goods or from provision of a service.

If MTD BIO does not withdraw from the contract in the event of a delay in accordance with this article, it shall grant the supplier or provider an additional period for the performance. MTD BIO is entitled to obtain information about the progress or the deliveries from the supplier or provider. If the supplier or provider does not deliver the goods or perform the services within the additional period as well, the order is terminated and MTD BIO does not have any obligations towards the supplier or provider anymore.

If a delivery or service are provided early and if MTD BIO accepts such deliver or service, this does not affect the payment period, which is tied only to the agreed delivery period or performance of services. If MTD BIO accepts a delayed delivery or service without reservation, this does not mean that it waives contractual penalties or claims for damages.

If MTD BIO is not able to fulfil its obligations arising from the payment of goods or the performance of services due to force majeure, the supplier or provider is not entitled to any claims, even if they have suffered damage

4. Acceptance

MTD BIO is not obliged to accept ordered goods or partially performed services if unpredictable

QM	General terms and conditions for the purchase of goods and ordering services of MTD BIO d.o.o. and its affiliated companies	SPNN-2018	
			

circumstances (eg force majeure) occur after ordering and prior to the intended delivery or completion of the service performance. Immediately after the occurrence of such circumstances, MTD BIO shall notify the supplier or provider accordingly and inform them that it extends the period for the goods deliver and service provision or that it cancels the order or withdraws from the contract. In such a case, the supplier or the service provider has no right to claim compensation for the damage caused thereby.

MTD BIO has the right to extend the period for delivery or performance of services after the order is made, in the event of a disruption in the MTD BIO business. In such a case, the supplier or the service provider is bound to comply with the new period has no right to enforce any claims against MTD BIO due to the extended period. If MTD BIO is not able to accept goods or services even within the new period and does not act intentionally or with gross negligence, the order is terminated, and the supplier is not entitled to claim any compensation from MTD BIO for termination of such a contract while the service provider has the right to charge only services actually provided.

5. Transport documents

The supplier must submit a delivery note for the goods delivered and the provider a confirmed order form for the execution of the services. The delivery note must include the number and date of the order by MTD BIO, the item tag, the list and description of the articles, the quantity delivered, packaging weight and data and the order form for the provision of services must include the number and order date and the description and scope of services.

6. Transfer of risk

In case there is no other written agreement, Incoterms 2010 is agreed for delivery of the goods, namely **DDP - Delivery Duty Paid (named place of destination)**; consequently, the supplier carries all the costs of transport, insurance and customs, and the risk of accidental destruction transfers to MTD BIO only after the goods are taken over. The same applies if it is agreed with the service provider that they provide the service with their own material, the risk of accidental destruction is transferred to MTD BIO only after the service is taken over; if commissioning of the machine is agreed, after the final commissioning and acceptance of the machine. This is also the case if MTD BIO is in default with the acceptance of goods or services.

7. Prices

The specified price is a fixed price in the order and is binding. If there is no different written agreement, the price includes the costs of transport, insurance and unloading of goods according to the agreed Incoterms 2010, namely the **DDP-Delivery Duty Paid (named place of destination)**.

The statutory turnover tax must be disclosed separately.

If, in exceptional cases, the price for services ordered is not agreed in advance, the provider may start the execution of the contract only after a written adjustment and confirmation of the prices by MTD BIO. Until written coordination or confirmation of prices no obligations arise for MTD BIO towards the service provider from the implementation of the contract.

8. Quality and conformity

The supplier and the provider shall ensure that the supplied goods and the services provided meet all the requirements of the applicable regulations. The word "regulations" covers all applicable rules of Slovenian and European legislation, the applicable rules of Slovenian and European standards, as well as other applicable technical rules, in particular the specifications agreed with the supplier or provider.

The supplier and the provider shall ensure the conformity of any supply or performance of works with those rules and will, at the request of MTD BIO, provide additional documentation for the purposes of verifying the conformity of the goods supplied and the services provided with the requirements of the regulations.

The supplier and the provider will ensure quality control of the delivered goods and services and the fulfilment of the latest technological standards related to the goods delivered and the service performance. At the request of MTD BIO, they are obliged to submit evidence of the quality of the goods delivered and the fulfilment of the latest technological standards.

9. Guarantee

The supplier and the provider give MTD BIO a guarantee for the goods and services provided for discovered hidden defects two years after the receipt of the goods or the takeover of the service performed, and in the field of works for the soundness of the construction for 10 years after

QM	General terms and conditions for the purchase of goods and ordering services of MTD BIO d.o.o. and its affiliated companies	SPNN-2018	
			

the service has been delivered regardless of the statutory guarantee periods.

Notwithstanding the statutory deadlines, MTD BIO is entitled to make complaints for visible errors upon acceptance within 30 days of the takeover and within 30 days for hidden errors from the day the hidden error has been established.

If the hidden error on the goods delivered or the service performed is discovered within 6 months of the takeover it is considered that it existed already at the time of the takeover.

If the defects on goods or services are eliminated at the request of MTD BIO, the guarantee periods begin to run again.

If guarantee claims are enforced, MTD BIO is also entitled to claim damages incurred as a result of these claims.

The supplier declares that the goods supplied do not infringe any intellectual property rights or other rights of third parties and that third parties do not have any rights in the goods supplied, otherwise the supplier is obliged to compensate MTD BIO any damage incurred in this regard.

10. Invoice / payment

The invoice of the supplier or service provider must include all information required according to the accounting standards. If the supplier or the provider is a VAT payer, the VAT must be separately invoiced on the invoices. In case of a previous business with a "missing trader", the supplier or provider is liable towards MTD BIO for all the costs that could have been imposed on MTD BIO in accordance with Article 76b of the Value Added Tax Act.

The payment period for the goods delivered or services provided is 60 days from the date of receipt of the complete invoice. In case of payment up to 10 days after the invoice received, the supplier or service provider grants a 4% discount and in case of payment between 11 and 30 days from the received invoice a 2% discount.

MTD BIO has the right to refuse the invoice if it is not issued in accordance with the order or if it does not have all the required data, this right is however not bound by any deadline. If MTD BIO refuses an invoice on reasonable grounds, the payment period starts on the date on the receipt of the correct invoice or the invoice containing all the required components and is issued in accordance with the accounting standards and the order.

The period for payment does not start even if the supplied goods or services are not supplied with all the required documentation, if the goods are delivered to another address, as stated in the order, etc. In such a case, the period starts to run from the date of receipt of the required documents or from the date the documents are completed correctly.

If the goods are delivered or the service is performed before the agreed period, specified in the order, the payment period begins with the period agreed in the order.

If a smaller quantity of goods is delivered or a smaller volume of services is performed and if MTD BIO accepts such a delivery or service, it is obliged to pay the actually delivered goods or services performed.

If a larger quantity of goods is delivered or a larger volume of services is performed, MTD BIO is obliged to pay such a larger delivery or service only if it agreed in writing such quantity of goods or services.

11. Offset

MTD BIO has the right to offset all claims towards the supplier or the service provider with claims the supplier or service provider has towards MTD BIO. The supplier or the service provider agrees that claims shall be primarily closed by offsetting and that MTD BIO may offset claims that have not yet fallen due.

12. Change / withdrawal from the order

MTD BIO is entitled to cancel or withdraw from the order at any time. If the supplier has not yet dispatched goods or the provider has not yet begun with provision of services, MTD BIO shall not bear any consequences due to the change of the order or withdrawal from the contract.

MTD BIO can partially or completely withdraw from the order or of the contract if the recipient of the order ceases to pay counter-claims or becomes insolvent.

13. Tools / Moulds / Patterns / Drawings / Files

Tools, moulds, samples, models, profiles, drawings, standard sheets, print templates, calculations, files, software programs and / or other bases which MTD BIO gives to the supplier or service provider related to the order and items which are produced with the help thereof, shall not be disclosed to third parties and also not used for

<p style="text-align: center;">QM</p>	<p style="text-align: center;">General terms and conditions for the purchase of goods and ordering services of MTD BIO d.o.o. and its affiliated companies</p>		<p style="text-align: center;">SPNN-2018</p>	
				

purposes other than those stipulated by the contract or order. MTD BIO has a property and copyright right on items given. The supplier or the service provider is obliged, at the request of MTD BIO, to return the given items without delay, irrespective of the fact whether the order was performed at all or performed partially or fully.

14. Place of delivery of goods or execution of the order

Place of delivery of goods or the execution of the order is the location specified by MTD BIO in the order.

15. Jurisdiction and law

For relationships between MTD BIO and the supplier or the provider Slovenian law applies. In the event of a dispute, the court of Maribor has jurisdiction for decision-making and the rules of Slovenian private international law do not apply.

For MTD BIO, only written orders and contracts made in writing are binding. Regarding the regulation of legal and economic relations between MTD BIO and suppliers and service providers regarding the transport of goods related to orders, INCOTERMS 2010 is used, namely **DDP-Delivery Duty Paid (named place of destination)**.

16. Other

If any provision of these purchase conditions is invalid, this does not affect other provisions. An invalid provision is replaced by such a provision that best suits the purpose of these general terms and conditions.

In the event of a discrepancy between Slovene and German text, the Slovenian text shall apply.