

QM	General terms and conditions for the supply of goods and the provision of services by MTD BIO d.o.o. and its affiliated companies	SPDI-2018	
			

**GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND THE PROVISION OF SERVICES BY
MTD BIO D.O.O.
AND ITS AFFILIATED COMPANIES**

1. General

General terms and conditions herein define the rights and obligations arising from the supply of goods and the provision of services by MTD BIO d.o.o. and its affiliated companies (hereinafter MTD BIO). If the buyer or the client (hereinafter referred to as the client) accepts the offer, concludes a contract, awards a contract or in any other mutually acceptable way confirms, that they accept these general terms and entirely agree with them, even if it they have not explicitly stated that they became acquainted with them.

General terms and conditions of the client are applicable only if this is expressly agreed in writing, otherwise these general conditions apply.

The general terms and conditions are published on the official MTD BIO website <http://mtd-bio.si/>.

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

1a. Contract conclusion and ordering

MTD BIO and the client may conclude a one-time purchase contract (contract or order) or a contract for a limited period of time (long-term contract or contract) with which they agree on the quantity and type of goods, service, delivery periods and the price for the entire duration of the contract. All contracts or orders shall be agreed in writing and only changes agreed in writing shall apply. With such a contract, the client undertakes to submit the order specifications within 8 days from the date of conclusion or order. If the client does not submit the specifications within this deadline, MTD BIO is entitled to withdraw from the contract or order and charge the client the withdrawal costs.

Ordering takes place on the basis of individually defined prices and conditions or on the basis of prices and conditions agreed with long-term contracts. Each order must contain information on the client and type, quantity, price and delivery time of the goods or services. The order must be sent by postal mail, fax or e-mail. All orders must be confirmed in writing. The order obliges the client to unconditionally take over and pay for the goods or services and is entitled to claim any rights only after doing so, unless otherwise agreed in writing.

All offers by MTD BIO are considered non-binding unless otherwise agreed in writing. MTD BIO reserves the right to complete, correct or alter technical data or bases, such as: dimensions, weight, images, descriptions, calculations, drawings, sketches, print templates, profiles, prospectuses, promotional material, raw material lists, other printed matter, files, computer programs, etc. necessary for the supply of goods or the provision of services

MTD BIO reserves the right to change the goods delivered, insofar as such changes do not affect the operation and the possibilities of using these products and the client is not entitled to enforce guarantee claims due to such changes.

The contract is concluded when the client accepts the offer and informs MTD BIO thereof. If the client confirms the offer by MTD BIO in any credible way and does not return the signed confirmation of the order within 5 days, it is considered that the client fully agrees with the contract and its terms and conditions.

2. Prices

Only the price that is confirmed in writing by MTD BIO is valid, the same applies to discounts. If there is no other written agreement, the price, with regard to the use of Incoterms 2010, namely **EXW-Ex Works (named place of delivery)**, does not include any costs of transport, packaging, insurance and loading of goods and does not include the statutory sales tax, which is disclosed separately.

The package must be returned to MTD BIO without transport fees, with the exception of disposable packaging.

MTD BIO reserves the right to raise the agreed prices if, between the date of the order confirmation and the date of execution of the order, this became necessary due to the circumstances on which MTD BIO has no influence (eg increase of customs duties, fluctuations in exchange rates, increase of material prices, etc.).

Supply of goods or the provision of services is charged in EUR unless otherwise agreed in writing.

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Approved: Slovenska Bistrica, 01.02.2018

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3. Payment terms

All payments are made on the basis of issued invoices. The payment period or maturity is stated in accordance with the contractual terms on the invoice; if the payment period is not agreed in writing, the obligation shall be fully settled by the 15th of the month following the month of delivery or performance of services. In case of exceeding payment periods, MTD BIO reserves the right to calculate statutory default interest and also reserves the right to stop the supply of goods or, in case of default or non-fulfilment of other contractual obligations, the provision of services and withdraw from the contract and charge the client the withdrawal costs.

Claims of MTD BIO become due immediately irrespective of the agreed periods as soon as circumstances are identified that indicate that the claims are threatened due to the reduced client's solvency. The client is obliged, if they wish to comply with the agreed payment period in such cases, to provide MTD BIO with a first-class security.

4. Offset

The client is entitled to offset only if it is indisputably established that their counterclaims are final.

5. Delivery times

MTD BIO is obliged to deliver the goods or to perform the service in accordance with the contractually agreed deadline. If the client wishes to postpone the contractually agreed deadline and MTD BIO agrees with the new deadline, the client is obliged to pay the contango costs (eg storage costs, labour costs, etc.) that are related to the later delivery.

MTD BIO is not liable for any delays in the delivery or provision of services if these are due to force majeure and therefore the delay is related to circumstances that MTD BIO is not able to affect. Among the above circumstances are the deliveries of MTD BIO suppliers. MTD BIO is always entitled to partially fulfil its obligations. In the event of force majeure, MTD BIO is also entitled to fulfil its obligation even after these circumstances have ended, but may withdraw from the contract without any liability for damages.

Unless otherwise agreed in writing, the delivery deadline shall begin on the day when MTD BIO

receives a confirmed written order and expires on the date on which the goods are ready for dispatch at the agreed place of dispatch or when the service is ready for takeover.

At the request of MTD BIO, the client shall fulfil all their obligations under the contract prior to the dispatch of goods or performance of the service (eg obtaining licenses, providing guarantees, settling advance payments, supplying materials, etc.), otherwise MTD BIO may suspend the dispatch of goods or the provision of the service until fulfilment of these obligations and is not in delay with the fulfilment.

6. Scope of services

MTD BIO is obliged to perform only the services that are agreed in writing in the contract or in the order. The parties shall mutually agree upon all additional works and confirm them in writing.

7. Takeover

The client is obliged to take over the services or works as soon as they have been informed that the services have been completed. A takeover protocol shall be drawn up, which shall be signed by both parties. If the client does not take over the service immediately or in the additional period specified by MTD BIO in writing, MTD BIO is entitled to take over the services by itself and draw up a takeover protocol. By this the service is considered as taken over.

The client is obliged to take over the goods as soon as MTD BIO informs them that the service is ready for takeover. The client is obliged to sign a delivery note.

The goods are assumed to be taken over if the client begins to use the item that is supplied or purchased or on which services are performed.

The client may not begin to use the item supplied or on which services are provided, if certain conditions need to be fulfilled for the use (eg commissioning after the supplier, obtaining applicable permits, etc.), otherwise MTD BIO shall not be liable for the consequences of improper use or use without the necessary permits.

8. Ordinary and extended retention of title

All goods issued or sent remain the ownership of MTD BIO until the final payment. The client is entitled to independently dispose of goods,

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however is responsible for all substantiated claims of MTD BIO in case of non-fulfilment of financial and other liabilities. In the event of a delay in payment, the client is obliged to return all the goods delivered and unpaid at the request of MTD BIO. If the buyer sells the goods or uses them before fully settling obligations under the contract or order, they assign all the claims obtained to third parties or natural persons from the purchase contracts or orders to MTD BIO. The client will immediately inform MTD BIO about the occurrence of these claims.

If MTD BIO exercises the right to return of goods on which it has retention of title, it is entitled to the reimbursement of the damage caused to it as a result of the exercise of the retention of title.

9. Extended retention of title with a processing clause

Goods delivered by MTD BIO with a reservation of title remain in the ownership of MTD BIO until the final payment also if the client produces a new item with the material supplied. If the client processes, binds and mixes goods with retention, MTD BIO is entitled to a proportional share on the new item, corresponding to the value of the goods delivered. If the buyer sells the new item or uses it before fully settling obligations under the contract or order, they assign all the claims obtained to third parties or natural persons from the purchase contracts or orders in the amount corresponding to the value of the goods delivered to MTD BIO. The client will immediately inform MTD BIO about the occurrence of these claims.

If the client uses the goods with a retention to fulfil the contract, they assign to MTD BIO claims they have obtained against third parties and natural persons under the terms of the agreement in the amount corresponding to the value of the goods delivered. The client will immediately inform MTD BIO about the occurrence of these claims.

MTD BIO grants the client the authorisation to recover the claims assigned. The authorisation shall cease to be valid if MTD BIO cancels it directly, and is assumed, that MTD BIO cancelled the authorisation if it announces to assign claims to another buyer or client. In such a case, the client shall be obliged, upon request of MTD BIO, to provide all relevant documentation and data for the successful recovery of assigned claims.

In order to exercise the rights from the retention of title, the client allows MTD BIO unrestricted access to their business premises, insight into the state of goods on which MTD BIO has the retention of title and allows it to take over these goods.

The pledge or the transfer of the property right on goods with a retention of title or assigned claims are inadmissible. Otherwise the client is obliged to reimburse MTD BIO for all the damage incurred.

The client is obliged to handle the goods on which MTD BIO has the retention of title with due diligence, which means that they must properly store and protect it against usual risks, such as fire, flood or theft. The client assigns claims to MTD BIO arising from the compensation for damage to goods with retention of title in advance.

10. Transport and risk transfer

If no other written agreement has been concluded, Incoterms 2010 is agreed for the delivery of the goods, namely **EXW-Ex Works (named place of delivery)** and does not include any costs of transport, packaging, insurance and loading of goods, where the risk of accidental destruction is transferred to the client immediately after the goods are taken over at the agreed unloading place. The same is true in the case where it is agreed with the service customer that MTD BIO performs the service with its material, transferring the risk of accidental destruction to the client immediately after the installation of the material. This also applies if it is agreed that the installation or commissioning of the machine shall be performed by MTD BIO.

11. Guarantee

MTD BIO gives the client a guarantee for the goods delivered and services performed for discovered hidden defects six months after the goods or services have been accepted, regardless of the statutory guarantee periods.

The client is obliged to report visible as well as hidden errors immediately upon acceptance, regardless of the statutory deadlines.

MTD BIO does not give guarantee for errors resulting from improper use, improper storage, inadequate assembly, starting, excessive load or other chemical, electrical or electromechanical effects that were not caused by MTD BIO.

The client is obliged to inspect the goods delivered by MTD BIO immediately after delivery and accept the services performed by MTD BIO immediately after the works have been completed.

If errors are reported, the client is obliged to grant MTD BIO to directly identify the defects to which the guarantee claim relates. In cases of urgency, when the client must immediately rectify the errors

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by themselves in order to prevent damage to property or persons, the errors must be properly documented in such a way that all relevant circumstances can be identified subsequently.

If the client fails to fulfil the obligations under the previous paragraph, they lose the guarantee claims.

12. Technical advice / application

MTD BIO gives advice to clients at its best knowledge and with all due care. Such advice is considered as optional instructions and does not exempt the client from the obligation to conduct their own tests and verifications of products supplied by MTD BIO.

MTD BIO is not liable to the client for damages that could possibly result from such instructions.

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 client related to the order and items which are produced or supplied with the help thereof, shall not be disclosed to third parties and also not used for purposes other than those stipulated by the contract or order. MTD BIO has a property and copyright right on items given due to the delivery of goods or performing orders. Client ordering goods or services is obliged to return the items given at the request of MTD BIO, irrespective of whether an order was placed.

14. Confidentiality protection

The client undertakes to protect all data or other information, regardless of the form in which they are expressed and which relate to the execution of the order or business of MTD BIO, as a business secret. In the event of a breach of the duty to protect business secrets, the client is liable for damages towards MTD BIO and undertakes to pay a flat rate compensation of € 50,000 for each established violation to MTD BIO

15. Applicable law

For relationships between MTD BIO and the client 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 clients regarding the transport of goods related to orders, INCOTERMS 2010 is used, namely **EXW-Ex Works (named place of delivery)**.

16. Final provision

If the individual provisions of these general conditions for the supply of goods and the provision of services are wholly or partially invalid or void, this shall not affect the validity of other provisions or other parts of such provisions. The parties will replace the ineffective legal arrangement by the one that is closest to the economic purpose of the invalid or void provision.

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