

GENERAL SALES CONDITIONS TRIMO d.d. No. 1/2007

1. Subject matter of conditions:

- 1.1. These General Sales Conditions shall regulate contractual relationships between the company TRIMO, d.d., Prijateljjeva cesta 12, Trebnje (hereinafter referred to as the Seller) and buyers of goods and products from its sales range (hereinafter referred to as goods).
- 1.2. These General Sales Conditions shall refer to all relations between the Seller and buyers unless agreed otherwise. When in doubt only agreements made in writing are considered different agreements. These General Sales Conditions prevail over the purchase conditions of a buyer unless agreed otherwise.

2. Sales range

- 2.1. The Seller submits to a buyer an offer containing quantity, price and delivery term in accordance with the specification of a product from the buyer's enquiry.
- 2.2. Without any previous notification, the Seller can introduce a new product or eliminate existing one from the sales range, but it is obliged to deliver goods for which the order has already been confirmed.

3. Offers and an order

- 3.1. All offers without any adequate written order of a buyer are considered non-binding by the Seller.
- 3.2. The Seller guarantees the conditions stated in the offer and proforma invoice only within the validity of the option or proforma invoice.
- 3.3. The order is considered complete when it contains all data needed for the production of goods, especially, but not only, the quantity, quality, type, design, specific characteristics and intended use of goods, place and foreseen deliveries. If any data are missing, it is considered that the contractual parties have agreed on standard properties of the Seller's goods in this section.
- 3.4. The Seller produces or delivers goods on the basis of the contents of a written order in which the buyer refers to the number of offer or proforma invoice of the Seller and to the General Sales Conditions of TRIMO d.d., as well as written confirmation of order receipt – Order Confirmation. An order placed over the phone is valid only when the Seller sends an Order Confirmation in writing.

4. Prices

- 4.1. In offers or proforma invoices, the Seller takes into account prices stated in valid pricelists. All prices are quoted FCA warehouse of the Seller if not stated otherwise. The latest version of INCOTERMS issued by the International Chamber of Commerce, Paris, is to be applied in all cases; it is to be applied in offers, order confirmations, invoices and when establishing passing of the risk.
- 4.2. Standard packaging for road transport is included in the price, the Seller charges transport costs to the buyer's destination and other transport packaging separately (as agreed in the Order Confirmation).
- 4.3. The goods for which the Seller has confirmed the order shall be delivered at a price valid at the time of the order. The price agreed is valid for the conditions agreed in the Order confirmation. The Seller is entitled to change a price when quantities, design, specific characteristics or the intended use of goods change.
- 4.4. All possible levies including taxes, customs, fees, etc. are costs of the buyer if not agreed otherwise (in Order confirmation).

5. Definition of a day

- 5.1. »A working day« means a time period of 10 successive hours from 06.00 hours in the morning of any day to 16.00 hours in the evening of the same day, every day in a week from (incl.) Monday to (incl.) Friday.

6. Delivery terms

- 6.1. Informative delivery terms are stated in the offer or proforma invoice of the Seller.
- 6.2. Delivery term is agreed by the Seller and the buyer for each individual order. The final delivery term is defined in the Order Confirmation that the Seller sends to a buyer.
- 6.3. The Seller informs the buyer about the readiness of goods for dispatch by means of a form Notification of readiness of the goods for dispatch.
- 6.4. The Seller is responsible to buyers for timely delivery when the buyer has sent a written order and the Seller has confirmed the order and the delivery term in writing – Order Confirmation.

7. Terms and conditions of payment

- 7.1. General term of payment is 30 days from the date of invoice. Within 8 days after the Order Confirmation or contract conclusion the buyer has to submit a suitable bank guarantee or open a L/C in favour of the Seller to secure the payment or present any other suitable security of the payment to the Seller that the Seller confirms.
- 7.2. The conditions defined in the Order confirmation or the contract concluded are valid in case of any other terms and conditions agreed in the Order Confirmation or the contract concluded between the Seller and the buyer.
- 7.3. The payment is considered made when the money is on the Seller's account.
- 7.4. The Seller is entitled to charge default interest and all other costs related to the collection of payment in case of delay in payment.

8. Acceptance of goods

- 8.1. In case of acceptance in the Seller's factory the buyer shall accept the quantity and quality of goods before they are loaded onto a means of transport.
- 8.2. If the buyer does not accept the goods within 14 days from the receipt of the notification of readiness of the goods for acceptance, the Seller is entitled to charge 0,5% of sales value of the goods ready for acceptance for each started week of delay to cover the costs of the Seller that incur due to the delay of the buyer when accepting the goods. In case of delay with goods acceptance the risk of accidental damage or destruction of goods is transferred to the buyer with the moment of delay occurrence.
- 8.3. In case of goods acceptance in the place stated on a bill of lading or a delivery note, the buyer shall unload the truck within 4 hours of its arrival and control the goods before or during their unloading. Minutes are to be taken about any damage caused during transport; the minutes shall be signed by the carrier, recipient of goods, and a representative of an insurance company. Pictures shall be taken of the goods damaged. When the goods are unloaded the buyer or the recipient of goods shall follow the instructions of the Seller.
- 8.4. The goods returned to the Seller shall have no other damage than the damage complained about. The goods shall be returned to the Seller within the term agreed.
- 8.5. If goods are defective, the Seller shall choose to repair the defect or offer a replacement. The buyer shall complain about any visible defects immediately or within eight days after the receipt of goods. Rules on goods investigation and complaining about defects remain valid in commercial traffic. When no complaints are made within eight working days after the receipt of goods at a destination, the goods are considered accepted.

9. Reservation of title

- 9.1. The goods remain the property of the Seller until total liabilities of the buyer are covered regardless of their basis.
- 9.2. Shall the buyer act contrary to the Order Confirmation or contract concluded, especially in case of delay in payment, the Seller is entitled to take back the goods. It is not considered that the Seller has withdrawn from the contract unless explicitly stated in written form.

10. Guarantee

- 10.1. The Seller states that all materials used are of first quality. The buyer shall use the products with due professional case and in accordance with the instructions of the Seller.
- 10.2. The guarantee is not valid for products damaged during transport, unprofessional assembly or use under the conditions that are abnormal when compared to data contained in the enquiry and when the Seller's instructions have not been followed.
- 10.3. The guarantee for FIREPROOF ROOF AND FAÇADE PANELS is 5 (five) years for anti-corrosive protection from the date of dispatch, unless agreed otherwise.
- 10.4. The guarantee for TRIMO CONTAINERS and CONTAINER COMPOUNDS is 12 (twelve) months from the date of dispatch, unless agreed otherwise.
- 10.5. The guarantee for TRIMO ROOFING and PROFILED SHEET METAL is 5 (five) years for anti-corrosive protection from the date of dispatch, unless agreed otherwise.
- 10.6. The Seller is entitled to choose whether the original defective goods are to be repaired, replaced by new ones, or if compensation is to be offered.

- 10.7. The complaint of a buyer relating to the liability of the Seller and guarantee ceases in case of buyer's interventions, repairs or attempts to repair and also when a non-authorized third party makes repairs. The parts replaced become the property of the Seller. The Seller guarantees the repairs carried out by it or by a party authorized by it.
- 10.8. If the Seller is not ready to carry out the substituted performance or if it cannot carry it out or its repairs carried out for the third time prove to unsuccessful, the buyer is entitled to terminate the contract or demand a decrease in the purchase money agreed.
- 10.9. Elements or parts of elements subject to fast wear-and-tear or damage and elements or parts of elements that were not maintained according to the valid Sellers instructions are excluded from the liability of the Seller and its guarantee.
- 11. Liability**
- 11.1. The Seller is not liable for any damage that may appear at the buyer as a consequence of its delays in the fulfilment of contractual obligations, especially due to incorrect or inexact data, specifications, projects or any other information assured by the buyer and it will be entitled to demand repayment of any possible costs, losses or damage caused due to the facts stated.
- 11.2. The Seller is not liable for the damage caused indirectly to the goods, especially not for lost profit and/or other pecuniary and non-pecuniary loss of the buyer. The described limitation of liability ceases if the damage is caused wilfully or by gross negligence or liability for the goods in accordance with the law. If the liability is excluded or limited, this applies also to fellow employees, employees, agents and executive assistants of the Seller.
- 12. Force majeure**
- 12.1. As inability to fulfil contractual obligations for which the Seller is not liable circumstances such as force majeure, measures of state bodies and other events that cannot be prevented, eliminated or avoided, i.e. circumstances on which the contractual party has no influence are considered. Lack of material on world market of steel sheets or mineral wool is considered force majeure.
- 12.2. In case the fulfilment of contractual obligations becomes difficult or impossible due to such circumstances, the liability ceases for the period when the fulfilment is made difficult or impossible, if circumstances cannot be prevented, eliminated or avoided. In this period, such circumstances relieve the contractual party from the fulfilment of obligations and liability for damages because of non-fulfilment of contractual obligations.
- 12.3. The contractual party that claims its inability of fulfilment shall prove the existence of such circumstances that exclude its liability and immediately and shall reliably inform the other contractual party as soon as it is informed about such circumstances. In accordance with the same method the contractual party shall inform the other party about the termination of circumstances that caused the inability of fulfilment. If the other contractual party is not informed suitably and timely, the party claiming the inability of fulfilment is liable for the damage caused.
- 12.4. The inability of fulfilment in compliance with this Article is judged in accordance with the valid legislation and court practice.
- 12.5. If the duration of a circumstance exceeds 6 months, the Seller and the buyer agree on a change or annulment of the contract or order.
- 12.6. The Seller is not liable for any delay in fulfilment or non-fulfilment of obligations relating to this contractual relation if the delay in fulfilment or non-fulfilment is a consequence of reasons beyond its control and when caused without its fault or negligence including, but without limitation, inability of suppliers, sub-contractors and forwarding agents or the Seller to fulfil their obligations in accordance with this contract, under the condition that the Seller submits an immediate written notification to the buyer including all details about the appearance and the reasons. Terms of fulfilment are prolonged for the period lost due to the appearance of such reasons, if the parties still have the interest on it.
- 13. Changed circumstances**
- 13.1. The contractual party whose fulfilment of obligations is made difficult, or the party that cannot execute the contract due to changed circumstances can require annulment of the contractual relationship if such circumstances appear after the conclusion of the contract that make the fulfilment of obligations of one contractual party difficult, or if the intention cannot be reached due to them, in both cases to such extent that the contract obviously does not correspond to the expectations of contractual parties and if it would be unjust to keep it valid as such in accordance with the general opinion.
- 13.2. The annulment of contractual relationship cannot be demanded, if one of the contractual parties referring to the changed circumstances shall have considered these circumstances upon the conclusion of the contract or if it could have avoided them or rejected their consequences. In such case the contractual party enforcing the clause on changed circumstances is liable for damages.
- 13.3. The contractual party demanding the annulment of the contract cannot refer to the changed circumstances that appeared after the expiry of the period set for the fulfilment if its obligations.
- 13.4. The contract is not annulled if the other contractual party offers or agrees to change suitable contractual conditions in a fair manner.
- 13.5. When the contract is annulled the Parties shall return or reimburse all services received to each other. Prospective decrease in value is taken into account in this case.
- 14. Withdrawal from the contract**
- 14.1. The Seller is entitled to withdraw from the contract if:
- it cannot fulfil contractual obligations due to force majeure, strike or other circumstances beyond its control;
 - the buyer exceeded the terms and conditions of payment that have been agreed in writing by over 14 days and does not act in the subsequent period;
 - the contractual party has submitted unreal data about its obligations due to gross negligence and thus endangered its fulfilment of obligations;
- 14.2. The buyer is entitled to withdraw from the contract if:
- the Seller causes wilfully or by gross negligence that the delivery is impossible;
 - the Seller does not respect the subsequent prolonged period. The buyer grants the subsequent period to the Seller in accordance with the agreement.
- 14.3. When the contractual parties withdraw from the contract they shall return or reimburse all services received to each other. Prospective decrease in value is taken into account in this case.
- 15. Guarding of business secrets**
- 15.1. The contractual parties oblige to guard all data arising from contractual documentation and other data arising from the contractual relationship as business secrets in the complete duration of the contract.
- 15.2. If there is a possibility that significant damage is caused to one of the contractual parties due to revealing some business secrets also after the expiry of the contract, the data are still considered business secrets, in any case minimally 5 (five) years after expiry of the contract.
- 15.3. Business secrets are considered drawings, schemes, calculations, formulas, instructions, lists, correspondence, minutes, contractual documents and other data in materialised or non-materialised form.
- 15.4. The contractual party is liable for pecuniary and non-pecuniary loss when it has violated this Article.
- 15.5. The contractual parties may define exceptions to this provision only by a written agreement.
- 16. Assignment of receivables and notices**
- 16.1. The buyer obliges not to assign any receivables due from the Seller to third parties without its previous written confirmation.
- 16.2. The contractual parties agree that written notices are considered those sent by suitable means of communications (fax, e-mail, etc.)
- 17. Disputes**
- 17.1. When a contract has been concluded where provisions are not in compliance with these conditions, the provisions of the contract are used for the regulation of an individual relation and these conditions are used for the regulation of relations not regulated by the contract. In cases explicitly defined by these conditions that the contrary agreement is not possible the provisions of these conditions are used.
- 17.2. All possible disputes arising from the valid conclusion, violation, termination or legal relations arising from this contractual relationship will be settled in an amicable way. The court in Novo mesto will be competent for disputes that cannot be settled in such a manner. The Slovene substantive law will be applied unless agreed otherwise.