



GENERAL SALES TERMS AND CONDITIONS OF THE COMPANY METAL RAVNE, d. o. o.

1. General

- 1.1 These General Sales Terms and Conditions apply to all offers and to every sale and/or delivery of goods or service implemented by the company Metal Ravne, d.o.o.
- 1.2 Buyer's and/or orderer's or any other conditions which are different from our General Sales Terms and Conditions are not binding for us, except if previously confirmed by Metal Ravne, d.o.o. in writing.
- 1.3 An agreement on deviation of individual items from any item from the General Sales Terms and Conditions of the company Metal Ravne, d.o.o. confirmed in writing has no influence on the remaining items and/or stipulations of these General Sales Terms and Conditions.
- 1.4 By entering into an agreement with the company Metal Ravne, d.o.o., the buyer and/or orderer accepts and/or acknowledges these General Sales Terms and Conditions which complete any separate agreements between contracting parties and they are binding on both parties.

2. Offers, inquiries

- 2.1 All offers by the company Metal Ravne, d.o.o. are binding on the company by the date specified in the offer.
- 2.2 Proforma-Invoice issued shall be deemed as an offer. In such event, obligations of the company Metal Ravne, d.o.o. start running from the date when Proforma-Invoice amount is paid, however, only if payment is made within the time limit as specified in the Proforma-Invoice. If payment according to Proforma-Invoice is made after the time limit in Proforma-Invoice, then Metal Ravne, d.o.o. is not bound to fulfill its obligations if it has informed the buyer and/or orderer of this within 8 days. In such event, Metal Ravne, d.o.o. binds itself to return complete value received according to Proforma-Invoice within 8 days from such notification.
- 2.3 Offer contains all essential elements of an agreement which means that when offer is accepted, the agreement is concluded as well.
- 2.4 Buyer's and/or orderer's inquiry submitted prior to an offer given by Metal Ravne, d.o.o. shall be deemed as an order. Agreement is concluded when Metal Ravne, d.o.o. has confirmed such order in writing.

3. Conclusion of Agreement

- 3.1 Any legally valid consent of intention between the buyer and/or orderer and the company Metal Ravne, d.o.o. shall be deemed as conclusion of an Agreement, in particular a written acceptance of the offer submitted by the company Metal Ravne, d.o.o. to the buyer and/or orderer and a written confirmation by the company Metal Ravne, d.o.o. of the order given by the buyer and/or orderer prior to the offer.
- 3.2 Obligations of Metal Ravne, d.o.o. towards buyer and/or orderer from the concluded Agreement are legally binding upon Metal Ravne, d.o.o. from the conclusion of the Agreement onwards.
- 3.3 If the buyer and/or orderer cancels the Agreement, stipulations of the Slovenian Obligations Act shall apply. In any event, he shall compensate Metal Ravne, d.o.o. for every cost and damage suffered by Metal Ravne, d.o.o. in connection with Agreement cancellation.



4. Prices

- 4.1 Our prices are understood as »ex works Metal Ravne, d.o.o., INCOTERMS 2010«, unless the offer, which was accepted, or the order confirmation or any other document representing a concluded sales Agreement with the buyer and/or orderer stipulates a different agreement.
- 4.2 Agreement on price forms an integral part of the Agreement.

5. Payment Terms

- 5.1 Payment term is the deadline when the complete amount of individual invoice originating from the concluded Agreement has to be remitted to the bank account of Metal Ravne, d.o.o. as specified in the invoice. Payment shall be considered as effected when money has come to the bank account of the company Metal Ravne, d.o.o.
- 5.2 Unless otherwise agreed in writing, payment of all invoices has to be made in cash and without deductions within 30 days from delivery date.
- 5.3 A discount for payment (early payment discount) in cash requires a separate agreement. This discount can be granted only if the buyer and/or orderer has no outstanding debt against Metal Ravne, d.o.o.
- 5.4 If customer and/or orderer is in delay with payment, he also has to pay legal interest for default, unless there is an explicitly different agreement made.
- 5.5 If buyer's and/or orderer's payment was postponed by Metal Ravne, d.o.o., and it is not settled in full value even in such a deferred payment term, the invoice shall be considered as fully due for payment already on the first date of maturity which means that buyer and/or orderer shall be liable to pay legal interest of default already from that date of maturity till payment. By accepting these General Sales Terms and Conditions, the buyer and/or orderer waives any objection to such postponed maturity and he acknowledges the first agreed maturity as the only undisputed maturity of invoice.
- 5.6 If buyer and/or orderer is in arrears with payment of two or more invoices, or if his essential reduction of financial solvency or bad property status or a heavy financial situation becomes known, and if he cannot provide sufficient security as required by Metal Ravne, d.o.o., then all existing claims shall fall due for immediate payment. Metal Ravne, d.o.o. shall then have the right to execute all open deliveries only on the basis of an advance payment or it can withdraw from the Agreement in a reasonable time; in any case, Metal Ravne, d.o.o. can claim damages if it has suffered any legally acknowledged damage in this connection. In addition, Metal Ravne, d.o.o. shall be entitled to prohibit any further disposal or sale and processing of the supplied goods, and to demand their return shipment at the expense of buyer and/or orderer. The buyer provides already now his agreement to returning the supplied goods in such events.
- 5.7 If parties agree on payment with L/C, then such L/C shall be irrevocable and confirmed. If L/C is not opened by the agreed date or if it does not comply with the agreed or common commercial conditions, then Metal Ravne, d.o.o. shall be entitled to withdraw from the Agreement and to charge the cost it has suffered in this connection.
- 5.8 In the event that substantive defects are brought into force for the supplied goods, payment term does not automatically prolong. Payment term shall be prolonged only after the company Metal Ravne, d.o.o. has acknowledged in writing first that the supplied goods contained substantive defects .
- 5.9 If buyer and/or orderer is essentially in delay with payment of at least one invoice, Metal Ravne, d.o.o. is entitled to change payment term for currently ordered goods or even to withdraw from the order, whereby the buyer and/or orderer cannot make any claims whatsoever against Metal Ravne, d.o.o. as a result of such change of Agreement and/or such withdrawal from the Agreement.



6. Reservation of Proprietary Rights

- 6.1 Metal Ravne, d.o.o. shall retain its proprietary rights over the supplied goods until fully paid and/or until buyer and/or orderer has fully fulfilled his obligations in connection with the supplied goods, including payment of any cost for reminders and default interest.
- 6.2 Buyer and/or orderer shall participate in all measures necessary to protect the ownership and/or proprietary right of the company Metal Ravne, d.o.o. over the sold goods, which are subject to reservation of proprietary rights, until he has fulfilled all his obligations.
- 6.3 All claims and additional rights out of sale under reservation of proprietary rights also apply to goods which are meant for further processing. In such event, Metal Ravne, d.o.o. shall obtain a co-ownership right on the new object in proportion to the value of its goods (under its reservation of proprietary rights) to their complete value.

7. Delivery Term

- 7.1 Delivery term and/or date of delivery is the date which is written in the Agreement as the date on which Metal Ravne, d.o.o. fulfills its delivery obligation in accordance with Agreement.
- 7.2 The agreed delivery term and/or date of delivery shall be met. Unless a firm date is defined as delivery date, delivery term shall start running on the date when Agreement is concluded which also indicates the date when buyer and/or orderer has accepted the offer and/or when Metal Ravne, d.o.o. has confirmed the order.
- 7.3 In case of a delayed delivery, Metal Ravne, d.o.o. shall inform hereof the buyer and/or orderer and name a new delivery term and/or delivery date.
- 7.4 Delivered quantities of ordered goods have to comply with international standards. Deviations are possible if expressly confirmed. If buyer and/or orderer receives larger quantity delivered, the same price shall be paid for these goods as applicable for the agreed quantity.
- 7.5 International Commercial Terms of the International Chamber of Commerce in Paris (INCOTERMS shall apply, as amended from time to time, except for conditions which are explicitly subject to a different agreement. The actual sales Agreement (evident from accepted offer and/or order confirmation) contains a specific INCOTERMS regulation which applies.

8. Packing, Shipment, Transfer of Risk

- 8.1 Price given in our offers and in the Agreement also contains packaging and protection as necessary to prevent any damage arising under normal transport conditions during transport to the destination specified in the Agreement. All deviations have to be agreed upon in writing.
- 8.2 The place of surrender and/or dispatch is stipulated in each Agreement.
- 8.3 The risk of damage and/or loss of goods shall be evaluated in consideration of INCOTERMS rules as agreed in each separate case.

9. Samples, Patterns, Trade Mark

- 9.1 Production means (patterns, samples, tools, drawings, etc.) owned by any of the contracting parties cannot be sold, put in pledge or in any way alienated or encumbered by the other contracting party without a prior written permission of the owner nor is a third person allowed to have access to these or to use these for a third person.
- 9.2 Goods bear the symbol of the company Metal Ravne, d.o.o. and the trade name of the company Metal Ravne, d.o.o., except if there is a different agreement.



10. Liability for Defects

- 10.1 Metal Ravne, d.o.o. shall be liable for the quality of the supplied material in accordance with technical data and Agreement made between both contracting parties.
- 10.2 All claims from the title of defects which are submitted by fax have to be sent by the buyer and/or orderer also by post with a registered letter to the address of the company Metal Ravne, d.o.o.
- 10.3 Buyer has to notify the supplier in writing of any deviation in the quantity or quality of the supplied goods and/or he has to send a claim within 8 days after the receipt of goods at the latest. The same applies to the ordering party in regard to services.
- 10.4 Buyer has to file a written claim for hidden defects and/or hidden deviations of quality immediately after their discovery, however, no later than within 6 months from the receipt of goods, and he has to attach adequate samples and data, or he loses all his rights from this title. The same applies to the ordering party in regard to services.
- 10.5 If claims are not provided in due time, goods shall be considered to completely comply with demands and the buyer and/or orderer loses all his rights from the title of defects on goods.
- 10.6 If demanded by the company Metal Ravne, d.o.o., the buyer and/or orderer has to immediately return the claimed goods and/or individual samples as necessary for examination of justification of the claim. Otherwise, Metal Ravne, d.o.o. cannot evaluate if the claim is justified and can then also not be held liable for elimination of defects. Its obligations shall start running only after the receipt of claimed goods and/or separate samples.
- 10.7 Metal Ravne, d.o.o. binds itself to provide a reply to claims within 30 days after the receipt of sample at the latest.
- 10.8 If claims for inspection to be implemented by Metal Ravne, d.o.o. are found justified, Metal Ravne, d.o.o. has to grant the buyer one of the following options:
- goods are taken back and replaced by faultless goods – hereunder providing another goods free of defect, or
 - goods are taken back, costs reimbursed, or
 - buyer and/or orderer keeps goods with a defect, receiving a lower purchase price.

If inspection carried out by Metal Ravne, d.o.o. confirms justification of claims, then the orderer has to receive one of the following options:

- defect is eliminated within a reasonable term, or
- defect is not eliminated and the orderer is granted a lower purchase price.

Any of the above options for the buyer and/or orderer has to be agreed upon expressly by both contracting parties.

- 10.9 If buyer's and/or orderer's claim is acknowledged as justified, Metal Ravne, d.o.o. then binds itself to eliminate the defect in the shortest possible time limit.
- 10.10 Any claim resulting from inadequate use of goods, unauthorized or incompetent interference into goods, as well as from inadequate, deficient or negligent handling with goods shall be excluded from any consideration.

11 Confidentiality

- 11.1 Both contracting parties shall keep confidential and not disclose to a third party any business information obtained in connection with the concluded agreement which contains these General Sales Terms and Conditions as its integral part.



12 Force Majeure

12.1 In case of Force Majeure, contracting parties shall be exempt from fulfilling their contractual obligations for the same extent of time to which they are hindered from meeting their obligations as a result of Force Majeure consequences. Should these consequences exceed the period of three (3) months, adequate measures are to be taken to protect each party's interest.

12.2 Force Majeure refers to events which may appear after concluding the Agreement due to unforeseen and unexpected events which are acknowledged as Force Majeure by the Slovenian court.

13 Applicable Law

13.1 Stipulations of the Slovenian national law shall apply to the circumstances which are not defined in these General Sales Terms and Conditions, in particular the Slovenian Code of Obligations. The application of Vienna Convention is expressly excluded.

14 Disputes

14.1 Any disputes arising from or in connection with the Agreement concluded between buyer and orderer on one side, and Metal Ravne, d.o.o. on the other one, which contains these General Sales Terms and Conditions as its integral part, shall be solved by the court of competent subject-matter and territorial jurisdiction (for the registered seat of the company Metal Ravne, d.o.o.) in the Republic of Slovenia.

15 Final Stipulations

15.1. These General Sales Terms and Conditions shall apply for an indefinite time period and/or until they are replaced with new ones.

15.2. Any modifications and supplements of these stipulations are binding only if confirmed by Metal Ravne, d.o.o. and the buyer and/or orderer in writing.

Metal Ravne, d.o.o.

Ravne na Koroškem, January 2011