
General Terms and Conditions of Sale OF THE COMPANY SIJ METAL RAVNE d.o.o.

1. General

1.1. By entering into an agreement with the company SIJ Metal Ravne, d.o.o. (the SELLER), BUYER accepts and/or acknowledges these General Terms and Conditions of Sale which shall prevail on any separate previous agreements between the parties. They apply to every sale and/or delivery of goods produced by SELLER, unless agreed otherwise in writing.

1.2. Buyer's (or any other) terms and conditions are not binding for SELLER if they are not previously and expressly confirmed in writing. Absence of objection towards these terms and conditions shall not constitute the consent in any way, particularly with respect to any Buyer's terms of purchase.

1.3 A written agreement on deviation from these General Terms and Conditions of Sale has no influence on the remaining items and/or stipulations of these General Terms and Conditions of Sale.

2. Orders, Order Confirmation

2.1. Each Order shall include a specification of Goods, specific purpose of use, if necessary, the exact address of the recipient of Goods, delivery terms and other relevant data for a proper fulfilment of individual transaction.

2.2. Within 10 working days after the receipt of the complete and detailed Order, SELLER shall issue an Order Confirmation. If BUYER does not object to Order Confirmation within 3 working days after its receipt, the Order Confirmation will become legally binding for the BUYER. In cases of inconsistency between the Order and Order Confirmation, the Order Confirmation data shall prevail.

2.3. Orders and Order Confirmations may be sent by e-mail or post.

3. Prices and Terms of Payment

3.1. Unless expressly agreed otherwise, prices are calculated on the basis of Ex Works parity (INCOTERMS) and are defined in EUR currency.

3.2. Unless expressly agreed otherwise, all prices are quoted as net prices and do not include value added tax, which is to be paid additionally by the BUYER in the amount as specified by applicable law.

3.3. In the event of production cost increase as the result of a price growth of graphite electrodes, refractory materials, energy carriers and other raw materials, or its insufficiency, SELLER reserves the right to change the price. The final base price is determined 3 months before the delivery date, and surcharges are calculated according to the confirmed delivery date.

3.4. Payment terms, parity and insurance conditions in case of open delivery (delivery before receipt of full payment) shall be stipulated in each Order Confirmation.

3.5. Unless expressly agreed otherwise, payment shall fall due for payment in 30 days from invoice issue date. Payment shall be considered effected on the day when payable sum is received by the SELLER.

3.6. Each party bears its own banking cost. In particular when payment is to be executed through a letter of credit, all costs applied by BUYER`s bank are for Buyer`s account.

3.7. If payment is not made according to previous payment terms (or according to other agreed payment terms), BUYER shall be in default without a formal reminder from the SELLER. BUYER is obliged to meet payment terms and dates even in the event that transportation, delivery or acceptance of Goods are delayed or made impossible for reasons for which SELLER cannot be held accountable.

3.8. The SELLER shall be entitled to charge interest on overdue invoices which exceeded 5 days grace period, from the date when payment became due until the date of payment, at a rate of 8 percentage points above the main interest rate of the European Central Bank. SELLER reserves the right to claim a full compensation for damages incurred due to late payment.

3.9. In the event of delay in payment, the SELLER shall be free to either make outstanding deliveries subject to advanced payment or to withdraw from the following Order Confirmation after having granted a suitable grace period and to claim damages for non-performance. Furthermore, SELLER shall also reserve the right to forbid the resale and processing of delivered products as well as to request their repatriation at the expense of BUYER.

3.10. If BUYER is in arrears with payment of two or more invoices or it becomes known that he has problems with solvency, and he cannot provide sufficient security as required by SELLER, all already issued invoices shall fall due for immediate payment.

3.11. If SELLER extends the deadline for payment upon BUYER`S request, and payment is not settled in full value in the extended deadline, the invoice shall be considered as fully due for payment on the first date of maturity.

3.12. The BUYER shall bear all accrued dunning cost and collection fees as well as pre-litigation cost.

4. Delivery and Terms of Delivery

4.1. Dates of delivery indicated in Order Confirmation are reference values (they are not legally binding) and they do not entitle BUYER to any compensation for delay in delivery, irrespective of legal grounds.

4.2. The SELLER reserves the right to prolong delivery terms in case of insufficiency of raw material, production interruption, standstill in production, breakdown of machines, etc. .The prices and surcharges shall be calculated according to new delivery date. SELLER will promptly inform the BUYER of such event and delivery term will be prolonged accordingly.

4.3. Delivery shall be executed in accordance to parity (INCOTERMS 2010), specified in each Order Confirmation.

4.4. The SELLER is entitled to make partial deliveries and to render separate invoices thereof.

4.5. With respect to the agreed parity, SELLER will notify BUYER that Goods are ready for dispatch. In case BUYER due to any reason, not solely attributable to SELLER, fails to take over the Goods within 15 (fifteen) days after the receipt of above notification at the latest, SELLER shall have the right to claim costs of warehouse for these Goods.

5. Transfer of Risks and Transfer of Title to Goods

5.1. The risks of loss of or damage to Goods, as well as the obligation to bear the costs relating to Goods, pass from SELLER to BUYER when SELLER has fulfilled his obligation to deliver Goods in accordance with the agreed parity (INCOTERMS 2020). In the absence of agreement, the Ex-Works parity (INCOTERMS 2020) shall apply.

5.2. The title of ownership shall pass to BUYER only upon the receipt of full payment of purchase price including any accrued default interest, dunning charges, collection fees and litigation costs. The BUYER assumes the obligation to participate and sign any additional documents as may be required under the competent jurisdiction for the conclusion of valid and enforceable retention of title agreement.

5.3. In the event of machining or processing of Goods, SELLER shall be entitled to the thereby originated co-ownership share on the new product in relation to the value of delivered goods at the value of the processed product.

6. Liability for material defects and warranty

6.1. The SELLER shall be liable for material defects that Goods have when the risk is transferred to BUYER, irrespective of whether SELLER was familiar with them or not. The SELLER shall also be liable for those material defects that show themselves after the risk was transferred to the BUYER if they are the result of a previously existed cause. Insignificant material defects shall not be taken into consideration.

6.2. In case of evident material defects on Goods, which can be seen at first sight, BUYER has to give notice to SELLER, specifying the nature of defect or lack of conformity, within eight (8) days after the arrival of Goods at their final destination, or Goods shall be deemed accepted. If BUYER dispatches Goods onward without repacking them and if - when the contract was concluded - SELLER knew or should have known of the possibility of such onward dispatch, inspection may be deferred until Goods reach their intended new destination (to the final buyer), but no later than 1 year from dispatch date. In this case BUYER must notify SELLER regarding any defects as soon as BUYER has learnt of them under a normal course of events from his customers.

6.3. In case of latent (hidden) defects of Goods, which cannot be seen at first sight, BUYER will give notice to SELLER, specifying the nature of defect or lack of conformity, not later than eight (8) calendar days after the defect or lack of conformity has been discovered, and no later than 1 (one) year after delivery. BUYER shall bear the burden of proof for the condition that defects were present already at the time of delivery.

6.4. Upon SELLER'S request, BUYER shall immediately send samples of delivered Goods for examination. The SELLER also reserves the right to appoint an independent expert institution to carry out a survey regarding the claim. The results of such survey shall be deemed as final. If BUYER'S claim is justified, all costs in this relation shall be borne by SELLER, otherwise all those costs are BUYER'S burden.

6.5. In case of a justified claim, SELLER shall take defective Goods back and deliver faultless Goods in their stead, or he may, at his sole discretion, request BUYER to return the defective goods against reimbursement of net price. Parties can also agree on lowering the price.

7. Liability

7.1. Damage claims based on non-performance or delayed performance are excluded, if not expressly agreed otherwise. The SELLER shall not be held liable for any damage due to slight negligence, loss of production, loss of profit, non-achieved savings or loss of business interest. Any liability of SELLER towards any third party is expressly excluded.

7.2. The SELLER's liability is limited only to direct damage and to the amount of individual sales transactions under the claim (100 % of contract value of the individual damage-causing deliveries). All claims in this connection shall lapse after 12 months at the latest following the transfer of risk.

8. Force majeure

8.1. If either party is prevented from performing its obligations because of a force majeure event, the time for execution of the relevant transaction shall be extended for a period equivalent to the effect of these events. The terms shall be extended according to the duration of force majeure event by a written agreement between both parties.

8.2. Events of force majeure are the unexpected and unforeseen events beyond control of the concerned party, which could not have been avoided or prevented, such as, but not limited to, bad weather condition (strong wind, heavy rain), serious flood, fire, storm and earthquake, interruption of production due to a major break of production tool, shortage of raw material and energy, war, whether declared or not, embargoes, strikes, governmental acts.

8.3. In the event of a delay caused by any of the above mentioned reasons, SELLER shall give notice to BUYER by registered letter or e-mail within the shortest possible time from the date of commencement of events or circumstances that may cause any delay resulting from force majeure and the extension of delivery period shall be mutually agreed upon. The same shall also apply for BUYER. If either of parties fails to respond in the prescribed manner, it cannot appeal later to the existence of force majeure.

9. Settlement of disputes and applicable law

9.1. Without prejudice to any legislation and/or general terms, all disputes between the parties shall be submitted to the exclusive jurisdiction of the competent court in Slovenia. All disputes that may arise out of or in connection with the performance of sale shall be subject to Slovenian law. Applicability of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG as amended from time to time) shall be expressly excluded.

9.2. The English language shall govern its interpretation and shall be used in all correspondence and any other data or documents to be given.

10. Anticipatory breach

10.1. SELLER reserves the right to request additional securities from BUYER if:

- the circumstances at BUYER's change to that extent that SELLER can anticipate that BUYER will not be able to fulfill its payment obligations under each Individual transaction;
 - BUYER is in arrears with payment of an overdue invoice for more than 30 days;
 - the credit limit under resp. receivables insurance policy is revoked, decreased or the sum of sales transaction exceeds the approved credit limit.
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10.2. If BUYER does not provide suitable securities, SELLER is entitled to postpone or terminate delivery even after Order Confirmation issue; all costs and damages occurred due to early termination of the respective Individual transaction shall be borne by BUYER in such case; SELLER's liability for any damages is expressly excluded. SELLER has the right, and BUYER gives his irrevocable and unconditional consent, to set off respective costs and damages against the already effected advance payment.

11. Miscellaneous

11.1. The rights and duties of the Parties to these General Terms and Conditions are contained in the following documents, as listed below:

- the present General Terms and Conditions
- the Order confirmation
- Slovenian material legislation.

In case of a conflict among the documents as listed above, the document higher on the list shall prevail.

11.2. In case one or more of the clauses of these General Terms and Conditions is or becomes unenforceable, that clause shall be replaced without delay by the Seller. All other clauses shall remain valid nevertheless.

11.3. A waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall a waiver of any breach of these General Terms and Conditions be construed as a continuing waiver of other breaches of the same or other provisions of these General Terms and Conditions.

11.4. The provisions of this Agreement bind the Parties and their successors, heirs, assigns, beneficiaries and legal representatives.

11. Confidentiality

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 Terms and Conditions as its integral part.

12. Final stipulation

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

Ravne na Koroškem, 2 September 2022
