

General Terms and Conditions of KSI Servis d.o.o. *(effective as of 1 January 2024)*

Introduction / scope of application: These General Terms and Conditions shall apply to all quotations, deliveries of goods, spare parts, services, maintenance interventions, installation, commissioning, and any other services performed by **KSI Servis d.o.o.** for legal entities, sole proprietors, and other business entities.

1. Scope of supply

- 1.1. The seller's offers are not binding unless expressly stated otherwise in the offer.
- 1.2. The scope of supply of goods and/or services is determined exclusively in the written offer, order confirmation, contract or other written agreement of the seller.
All additional or supplementary agreements, amendments and deviations are only valid if confirmed in writing.
All deliveries and services of the seller are governed exclusively by these general terms of business. The application of any general terms of the buyer is expressly excluded, unless the seller expressly confirms them in writing.
- 1.3. Information contained in catalogues, technical documentation, price lists, drawings, sketches, tables, websites or other informational documentation is of an informative nature and is not binding on the seller, unless expressly agreed otherwise in writing.
- 1.4. All technical, commercial and other documentation that the seller provides to the buyer, including drawings, sketches, offers, calculations, descriptions, photographs and electronic files, remains the property of the seller or its partners or suppliers. The buyer may not copy such documentation, disclose it to third parties or use it for purposes other than the evaluation and execution of the specific transaction without the prior written consent of the seller.
- 1.5. Unless expressly agreed otherwise in writing, the scope of supply or services includes only the work and materials expressly stated in the offer, contract or order confirmation. All additional work, additional materials, additional servicing, extraordinary visits, waiting time and other work outside the agreed scope shall be charged additionally.
- 1.6. If tests, acceptances or other inspections are expressly agreed, they shall be carried out at the place and in the manner set out in the offer, contract or order confirmation. Unless agreed otherwise, each party shall bear its own costs relating to participation in such tests or acceptances.

2. Delivery time, delay in delivery and force majeure

- 2.1. All agreed delivery times shall be calculated from the date of the written order confirmation by the seller. The delivery time shall only commence once the parties have settled all commercial and technical matters and once the buyer has provided all necessary documents, materials, licences, permits, authorisations and consents that it is required to provide. If an advance payment is agreed, the delivery time shall only commence upon its receipt. If these conditions are not met, the delivery time shall be extended accordingly, unless the seller is responsible for the delay.
- 2.2. Compliance with the agreed delivery time is conditional upon the seller having been supplied with the correct goods and upon the goods having arrived on time. The seller shall notify the buyer of any anticipated delay in delivery as soon as reasonably possible.
- 2.3. Delivery times shall be deemed to have been met once all steps that the seller is required to carry out in accordance with the contractually agreed trade terms have been completed. If the buyer and the seller have agreed that the goods or services are to be taken over by the buyer, the date of acceptance shall be decisive - except in the case of justified refusal of acceptance of the goods or services - or, failing this, the notification of readiness for acceptance.
- 2.4. If a delay in dispatch and/or acceptance of the contractual goods or services occurs for reasons that the buyer can influence, the seller shall be entitled to charge the buyer for the costs incurred as a result of the delay within one month from the date of notification of readiness for dispatch.
The seller shall also be entitled to charge the buyer for storage, handling, insurance and other reasonable costs incurred as a result of the delay.
- 2.5. The delivery time shall be reasonably extended if the delay is the result of force majeure, labour disputes or other events beyond the seller's control. If such circumstances last for more than three months, both the buyer and the seller shall be entitled to withdraw from the contract. In such a case the seller shall not be liable for any damages arising from the withdrawal from the contract.

- 2.6. If the seller is unable to fully perform its contractual obligations prior to the transfer of risk, or in the case of a comparable inability to perform, the buyer shall be entitled to withdraw from the contract without granting an additional period for performance of the contractual obligations. The same shall apply if, in the case of an order covering several equally important parts, the performance of a part of the delivery is not feasible and the buyer has a justified interest in rejecting a partial delivery. Otherwise, the buyer shall pay the contractual price applicable to the partial delivery. In all other cases, clause 7.2 of these terms shall apply. If the inability to perform arises during the buyer's delay in acceptance, or if the buyer is solely or substantially responsible for these circumstances, the buyer shall nevertheless remain obliged to pay the contract price.
- 2.7. If the buyer suffers a loss as a result of a delay in delivery for reasons that the seller can influence, the buyer shall be entitled to claim contractual damages of 0.5% for each full week of delay, not exceeding 5% of the value of that part of the total scope of delivery which, due to the delay, cannot be used on time or in accordance with the contract.
- If, after the expiry of the agreed delivery time, the buyer grants the seller a reasonable additional period for performance - unless the granting of such additional period is not required by law - and the seller fails to perform within the granted additional period, the buyer shall be entitled to withdraw from the contract in accordance with applicable law. Any further claims arising from delay in delivery shall be determined exclusively on the basis of clause 7.2 of these terms.

3. Transfer of risk and acceptance

- 3.1. Goods or services shall be delivered in accordance with the trade terms set out in the individual contract, for the interpretation of which the version of INCOTERMS in force at the time of conclusion of the contract shall apply.
- 3.2. If the contract provides for acceptance of the goods or services and if it has been agreed that such acceptance is conditional upon the transfer of risk, the acceptance shall be carried out without delay on the date of acceptance or, failing this, immediately upon the seller's notification of readiness for dispatch. The buyer shall not be entitled to refuse acceptance of the goods or services on account of minor defects.
- 3.3. In the event of a delay in dispatch and/or acceptance, or if dispatch and acceptance are not carried out for reasons outside the seller's control, the risk shall be deemed to have passed to the buyer on the date of the seller's notification of readiness for dispatch. At the seller's request, the buyer shall provide the necessary insurance cover.
- 3.4. Partial deliveries are permitted unless they constitute an unreasonable burden for the buyer.

4. Prices and payment, security, set-off and right of non-performance

- 4.1. Unless agreed otherwise, prices are EXW (Incoterms 2020), including loading but excluding packaging. Prices include VAT at the rate applicable at the time of issue of the invoice.
- 4.2. Unless agreed otherwise in the offer or contract, the following payment terms apply to the delivery of new equipment and spare parts: 30% of the contract value upon order confirmation, 30% upon the seller's notification of readiness of the goods for dispatch, and the remainder within thirty (30) days of the transfer of risk. The seller shall be entitled to withhold delivery of the goods until receipt of the agreed advance payment. Irrespective of the means of payment used, payment shall only be deemed to have been made once the amount has been credited in full and irrevocably to the seller's account.
- 4.3. Unless agreed otherwise, servicing, installation, commissioning, diagnostics, inspection, maintenance and other service work shall be invoiced according to the work actually performed and the materials used. The payment term for service work is thirty (30) days from the date of issue of the invoice. The seller shall also be entitled to charge for: travel costs, accommodation costs, the cost of transporting equipment and materials, waiting time of service personnel, and additional work not included in the original scope of the order. If the buyer is in default with payment of due obligations, the seller shall be entitled to suspend performance of the services until the overdue obligations have been settled.
- The seller shall be entitled to request an advance payment or other payment security in the case of major service interventions or projects.
- 4.4. If the seller has reasonable doubts as to the buyer's ability to pay, in particular if the latter is in default with payments, the seller shall be entitled to require the buyer to make an advance payment or provide security for future deliveries, or to revoke payment terms previously agreed, without prejudice to any further claims.
- 4.5. The set-off of claims or the exercise of a right of non-performance by the buyer shall only be permitted if and to the extent there are undisputed or legally established counterclaims confirmed by a final and binding judgment.

5. Access to equipment and conditions for the performance of services

The buyer must ensure safe and unobstructed access to the equipment on which the service work is to be performed.

The buyer is responsible for the timely preparation of the worksite, including the provision of any necessary cranes, electrical power, water, ancillary personnel and other conditions required for the performance of the services.

If the service work cannot be carried out due to inadequate preparation of the worksite or other reasons on the buyer's side, the seller shall be entitled to charge the costs incurred, including travel costs, waiting time and other associated costs.

6. Waiting time

If the performance of service work is delayed or interrupted for reasons on the side of the buyer or the end user, the seller shall be entitled to charge for the waiting time of the service personnel in accordance with the applicable price list.

Waiting time shall also include time during which service work cannot be performed due to the unavailability of the equipment, inaccessibility of the worksite or other circumstances outside the seller's control.

7. Retention of title

- 7.1. To the extent that retention of title is valid under applicable law, title to the goods shall not pass from the seller until the seller has received all contractual payments in full. At the seller's request, the buyer shall assist in carrying out all necessary measures to protect the seller's title to the goods in the country concerned.
- 7.2. The buyer shall not be entitled to sell, pledge or provide security for a debt in respect of any delivered goods. The buyer must immediately notify the seller of any enforcement or seizure orders, confiscation of assets or other administrative orders in favour of third parties.
- 7.3. If the buyer breaches the contract, in particular in the event of default in payment, the seller shall be entitled to demand return of the delivered goods after issuing an appropriate reminder to the buyer, and the buyer shall be obliged to return the goods to the seller.
- 7.4. The seller may only demand the return of the delivered goods from the buyer on the basis of retention of title after withdrawing from the contract.
- 7.5. If the buyer files a petition for insolvency proceedings, the seller shall be entitled to withdraw from the contract and demand the immediate return of the delivered goods.

8. Claims in respect of defects

The seller's warranty for defects in workmanship and materials and defects in respect of title to the delivered goods is governed by these terms and by the applicable Warranty Terms of KSI Servis d.o.o. - excluding any further claims - and covers the following, in accordance with clause 7 of these terms:

8.1. Defects in workmanship and materials

- 8.1.1. The seller shall repair or replace any defective goods free of charge, whereby it is agreed that the decision whether to remedy the defect by repair or replacement is left to the sole discretion of the seller. However, this provision shall apply only on condition that the buyer promptly notifies the seller in writing of any defect, limited to defects resulting from circumstances prior to the transfer of risk. Title to goods or parts that have been replaced shall pass to the seller, unless such goods or parts must be separately disposed of due to, for example, chemical, biological or nuclear contamination. In such cases the buyer shall be responsible at its own expense for their proper disposal.
- 8.1.2. The direct costs of the replacement product incurred within the framework of repair or replacement, including shipping, labour and material costs, shall be borne by the seller, provided that the buyer's claim is justified. However, the seller shall not bear any other costs, e.g. the cost of disassembly and reassembly of equipment other than the defective goods, costs arising from any hiring of service personnel and auxiliary labour, including travel costs. Costs arising solely from the fact that the place of use of the shipment is not the same as the contractually agreed destination, where such deviation is not in line with the intended (typical) use of the delivered goods, shall in all cases be borne by the buyer.

- 8.1.3. Under the above warranty, the seller shall not be liable if the buyer does not provide the seller with reasonable time and opportunity to carry out the necessary repair or arrange the replacement, and instead carries out such repairs itself or engages a third party to do so. The buyer shall be entitled to remedy the defect or to engage a third party to remedy the defect, and to claim reimbursement of the related costs from the seller, only in urgent cases where the operational safety of the equipment is at risk or for the purpose of preventing unreasonably large damage, of which the seller must be notified immediately, or if the seller is in default in remedying the defect.
- 8.1.4. The seller shall not be liable for any defects that are the result of operating conditions other than those contractually agreed, of improper or incorrect use or storage, of incorrect installation or commissioning by the buyer or any third party, of normal wear and tear, of inappropriate or negligent handling, of inadequate maintenance, of inadequate equipment, of defective construction works or inadequate structural foundations, or of chemical, electrochemical or electrical influences, unless such defects are attributable to the seller's fault. The seller shall be liable for defects in materials provided by the buyer only if the seller, exercising due diligence, should have recognised such defect. Design services are performed only on the basis of the information that the buyer provides in writing. The buyer is responsible for the correctness of the information it provides. The seller shall be liable for defects arising from information provided by the buyer only if the seller, exercising due diligence, should have recognised such defect. In the case of manufacture according to the buyer's drawing, the seller's liability is limited to work carried out in accordance with such drawing.
The warranty does not apply to the normal wear and tear of parts that are subject to wear during normal operation of the equipment.
- 8.1.5. The buyer is entitled, in accordance with applicable law, to withdraw from the contract if the seller - subject to legal exceptions - fails to act within a reasonable period granted by the buyer for repair or replacement on account of a defect in workmanship or materials. If the defect is minor, the buyer shall only be entitled to a reduction of the contract price. Apart from this exception, the right to a reduction of the contract price is excluded.
All further claims shall be decided exclusively on the basis of clause 7.2 of these terms.
- 8.1.6. If a repair carried out by the buyer or a third party is performed improperly, the seller shall not be liable for any consequences. The seller is also not liable for any modifications to the delivered goods made without its prior consent.
- 8.2. Defects in title
- 8.2.1. If the delivered goods cannot be put into use without infringing industrial or intellectual property rights or copyrights, the seller shall, at its own expense and at its discretion, obtain the basic right for the buyer to continue to use the goods, or shall modify the goods in a manner that can reasonably be expected of it to enable the buyer to use the goods without infringing industrial or intellectual property rights.
If this is not feasible under economically acceptable conditions or within a reasonable period, both the buyer and the seller shall be equally entitled to withdraw from the contract.
The seller shall also assume liability and compensate the buyer for any damage in connection with any undisputed or legally enforceable claims of the holder of the relevant industrial or intellectual property right.
- 8.2.2. The above obligations on the part of the seller exist only on condition that the buyer promptly notifies the seller of any claim based on alleged infringement of industrial or intellectual property rights or copyrights, and provided that the buyer affords the seller all reasonable assistance in defending its case and/or enables the seller to carry out the modification measures referred to in clause 6.2.1 of this agreement, subject to the proviso that the seller may take any protective measure it deems necessary, including an out-of-court settlement, provided that the defect in title is not based on the buyer's instructions and provided that the infringement of the aforementioned rights did not arise because the buyer modified the delivered goods without authorisation or used the goods in a manner not in accordance with the contract.
- 8.2.3. The buyer assumes sole responsibility for all materials it supplies, such as drawings, calibres, samples and the like. The buyer is obliged to ensure that the design drawings it supplies do not infringe the intellectual property rights of third parties. The seller is not obliged to check whether the submission of offers in accordance with the design provided to it infringes the intellectual property rights of third parties. If the seller were nevertheless to be held liable on the basis of facts giving rise to a claim, the buyer shall release the seller from any such liability.

9. Liability

- 9.1. If the buyer is unable to put the delivered goods into contractual use due to the fault of the seller, and if this is the result of non-performance or improper performance of any recommendation or advice given before or after the conclusion of the contract, or of the breach of any other ancillary obligation under the contract - in particular instructions concerning the proper operation and maintenance of the delivered goods - the provisions of clause 6 and clause 7.2 shall apply accordingly, excluding any further claims.
- 9.2. The seller shall be liable - irrespective of the legal basis - for damage other than damage found to affect the goods delivered under this agreement only if the damage was caused intentionally or by gross negligence on the part of the owner / its executive officers or senior managers, in the case of significant danger to life, body or health caused by negligence, in the case of defects that were fraudulently concealed or for which the seller has expressly guaranteed that they will not occur, and if the delivered goods are found to be defective, to the extent that the seller is liable for personal injury or damage to property for private use under applicable product liability legislation.
- In these general terms of sale, gross negligence means an act or omission that represents either a disregard of serious consequences which a diligent seller would normally foresee as possibly occurring, or a deliberate disregard of the consequences of such act or omission.
- In the case of a negligent breach of one of the essential contractual obligations, i.e. a condition which goes to the root of the contract, the seller shall also be liable for the gross negligence of its employees in non-managerial roles and for minor negligence, whereby the latter is limited to reasonably foreseeable damage that is essential to the contract.
- All further claims are excluded.
- 9.3. The seller's total liability under or in connection with the contract, irrespective of the legal basis, is limited to the total value of the contract or of the delivered goods or service from which the claim arises. The seller shall not be liable for indirect damage, loss of production, loss of profit or other consequential damages.

10. Warranty period and limitation

All claims of the buyer - irrespective of the legal basis - shall become time-barred after 12 months. Statutory periods shall apply to damage claims under paragraph 2 of clause 7.2. These periods also apply to defects in building structures or to delivered goods that are incorporated into a building structure in accordance with their customary use and have caused a defect in the building structure concerned.

11. Compliance and export control

- 11.1. As set out in the seller's code of conduct, the seller and its employees are committed to professional and fair conduct, which includes compliance with legal requirements and ethical standards, and the seller therefore expects similar conduct from the buyer and its other business partners. In the event of breaches of legal provisions by the buyer, in particular those involving corruption or fraud, the seller shall be entitled to withdraw from the contract immediately and without notice. The seller reserves the right to claim damages.
- 11.2. The buyer undertakes to comply with the relevant legal provisions in the field of employee relations, environmental protection and occupational health and safety, and to continuously reduce adverse impacts on human health and the environment in the course of its activities.
- 11.3. The buyer undertakes to comply with all applicable export control regulations and embargoes. The buyer must immediately notify the seller if the delivered goods are to be delivered for end use in a country or to a natural person subject to export restrictions or embargoes. The same shall apply if the buyer becomes aware of this fact at a later time. The buyer is obliged to obtain any required export licence, unless the seller expressly agrees to do so itself. All deliveries shall be made only after the required licence has been issued, and all delivery times shall be adjusted accordingly. If any required licence is not issued within a reasonable period, both parties shall be entitled to terminate the contract.
- 11.4. If the seller supplies ship's stores (goods for the equipment, operation, maintenance or repair of ships) and the buyer and the consignee of the goods are located in the EU, the required export declaration is the responsibility of the buyer or its freight forwarder as the exporter. The seller will only complete the export declaration if this has been expressly agreed in writing at the time of conclusion of the contract, at the latest upon order confirmation.

12. Use of software

- 12.1. The seller grants the buyer a non-exclusive right to use any software and associated documentation that may be included in the scope of supply. The software may be used only in or with the delivered goods for which it is intended in accordance with the seller's specification. Any other use is not permitted.
- 12.2. The buyer is entitled to copy, revise, translate or convert the software into source code only to the extent permitted by law, Article 69a et seq. of the Copyright Act ("Urheberrechtsgesetz"). The buyer shall not remove or alter any supplier information, in particular copyright notices, without the express prior consent of the seller.
- 12.3. The seller reserves all other rights in the software and the associated documentation, including all copies. The buyer is not entitled to grant sub-licences.

13. Applicable law and jurisdiction

- 13.1. All legal relations between the seller and the buyer shall be governed by the law of the Republic of Slovenia, to the exclusion of conflict-of-law rules and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.2. The court with subject-matter jurisdiction at the seller's registered office shall have jurisdiction to resolve disputes.

KSI Servis d.o.o.
Dragomelj 136
SI-1230 Domžale

Domžale, 1 January
2024



Gregor Silovic
Managing Director

KSI servis d.o.o.⁵
Dragomelj 136, 1230 Domžale