

1. General provisions

These General terms and conditions (hereinafter referred to as "General provisions") are issued just like terms and conditions under the provision 887 of the Act ZT-1 of the Slovenian Commercial code amended (hereinafter referred to us "**The Commercial Code**").

The General provisions constitute an inherent part of the General Customer's contract (hereinafter referred to us "**The Contract**") concluded between the company M-2000 d.o.o. (hereinafter referred to us "**The Supplier**") and the customer, who is a natural person – entrepreneur with the place of business or legal entity with registered seat outside the Slovenian republic, and who purchases goods from the Supplier with purpose of its further sale outside the territory of the Slovenian republic (hereinafter referred to as "**The Customer**").

The General provisions are further the part of each partial contract of purchase concluded in pursuance of the Contract enclosed between the parties. The General conditions are legally binding, regardless weather they are signed by the Parties or not.

2. The Order of the Goods

The Customer carries out the orders toward the Supplier in writing, via e-mail, fax or through the website of the Supplier, www.brezproblema.si. The order carried out by the Customer must contain the following: (i) business name, registered seat/place of business, company identification number known in the Country of its registration, telephone number, e-mail address, identification of the person (title, name and surname) who are entitled to act in the name of the legal person, respectively the identification of the liable representative of the natural person – tradesman, (ii) specification of the goods, the price of goods and its requested amount, (iii) the conditions of the delivery (art of transportation, destination and the date of takeover).

The Order is binding for the Customer with the moment of its transmission. The Order is not binding for the Supplier until the moment of its acceptance. The contrast of purchase is concluded between Parties in the moment of confirmation of the Order by the Supplier, and its contents forms the content of the confirmed order, the provisions of the Contract and these General provisions. The orders carried out in writing must be signed by the Customer or by the liable employee of the Customer. The orders carried out via e-mail are considered to be binding, regardless weather any signature in any kind of form is attached, as long as it is possible to identify the sender of the e-mail.

The supplier confirms the orders in writing, via e-mail or fax. Provided, the Supplier does not confirm the order of the Customer within 5 days from the date of its delivery, this order will automatically cease.

The Customer is not entitled to make additional changes in already delivered Orders without the written consent of the Supplier. Also, the Customer is not entitled to either cancel or change the already by the Supplier accepted Order without the written consent of the Supplier.

3. Delivery of the goods

In the Order, the Customer chooses the method and place of delivery upon the option given by the supplier. Each method of delivery has its own rate. The transportation costs, as well as the handling

charges are not included in the price of the goods and they are to be borne by the Customer, provided it has not been agreed differently.

The transportation is carried out from the warehouse in Lukovica, Slovenia.

For the delivery of goods, the clause INCOTERMS 2010:CIP + the place of delivery as agreed in Contract applies.

The cost paid by the Customer to the Supplier, as stated in this paragraph, will be paid to the shipper by the Supplier.

As far as not agreed differently, the goods are considered to be delivered with the moment of its transmission to the first shipper.

4. Price and terms of payment

The price of the goods is set out in the price list of the goods and services of the Supplier, listed on the website of the Supplier, www.brezproblema.si, valid at the time of delivery of the Order to the Supplier. As long as not agreed differently, the prices in the price list do not include packaging costs, shipping costs and the cost of insurance of goods. The Supplier is entitled to make unilateral changes of the price in the price list

Provided the Parties to the contract did not agree that the Customer is allowed to pay the price for the goods consequently to the delivery of goods, the Customer is obliged to pay for the ordered goods in advance, based on the proforma invoice issued by the Supplier.

All payments carried out by the Customer are to be performed via bank transfer to the bank account of the Supplier. Provided, the Customer does not pay the proforma invoice within the time period set out in the proforma invoice nor in the 5 day term from the date of its due date, the contractual relationship created by the contract of purchase concerning the nonpaid goods ceases (the efficiency unbinding clause of the respective partial contract of purchase), the Customer is obliged to return the already delivered goods in its original condition at its own expense, and the Supplier is entitled to request the contractual penalty from the Customer amounting 10% of the purchase price set out by such ceased purchase contract.

The Supplier is entitled to charge such contractual penalty to the Supplier in whichever subsequent invoice or in a separate call for payment, and the Customer undertakes to pay such contractual penalty in the given date.

5. Retention of title

Title to the Goods shall remain vested in the Supplier and shall not pass to the Customer until the purchase price for the Goods has been paid in full and received by the Supplier. Until title to the Goods passes (i) the Supplier shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Goods, (ii) the Supplier and its agents and employees shall be entitled at any time and without the need to give notice enter upon property upon which the Goods or any parts are stored, or upon which the Supplier reasonably believes them to be kept; (iii) the Customer shall store or mark the Goods in a manner reasonably satisfactory to the Supplier indicating that title to the Goods remains vested in the Supplier and (iv) the Customer shall insure the Goods to their full replacement value and arrange for the Supplier to be noted on the policy of insurance as the loss payee.

Irrespective of whether title to the Goods remains vested in the Supplier, risk in the Goods shall pass to the Customer upon delivery.

6. Returning of the Goods and warranty conditions

The Supplier renders to the Customer a warranty period in the length determined by the producer of the goods. The warranty period begins to run with the moment of the realization of the sale of the goods to the Supplier, and ends at the latest with the moment of expiration of the warranty period determined by the producer for the Supplier.

While accepting the goods, the Customer is obliged to inspect the goods as well as the documentation attached to the goods. The warranty does not cover the defects of the goods which have been caused by the Customer or by a third party, its wrongful usage, by negligence, incorrect installation or by force majeure.

In case of consumable goods with marked date of expiration, the warranty period ends at the latest on the day marked as the date of expiration of the goods, regardless whether the date of expiration occurred during its transport from the Supplier to the Customer. After the expiry of the warranty period, resp. the date of expiration, the Customer no more has the right to the claim of the goods. Provided the Customer claims the goods within 3 days from the date of its purchase, the Supplier will exchange these goods for new ones. In case of authorized claim of goods, the Supplier will deliver to Customer the confirmed claim of goods (RMA). The Customer is in the case of a claim of goods obliged to deliver the claimed goods to the Supplier in its original packaging with relevant documentation, warranty certificate or the number of invoice with relevant accessories, otherwise the Customer's claim will be denied without any demands which would normally belong to the Customer.

Provided the Customer along with the claim does not make clear to the Supplier what defect as a purpose of the claim the goods have, the Supplier is entitled to charge the Customer a fee amounting 10,-EURO for each launched half an hour of detection of the defect of the claimed goods.

The costs of the claim of goods along with the costs for its transportation to the Supplier and back to the Customer are to be borne by the Customer.

7. Provisions of Non-disclosure and Confidentiality

The entire content of Contract is confidential. The Parties undertake to keep unreserved discretion on (i) the content of Contract, its subject-matter and Goods, (ii) technical know-how of the Parties, (iii) any facts, that they become aware of, directly or indirectly, by the fulfillment of their duties and exercising of their rights resulting from Contract, (iv) any negotiations, discussions, correspondence and/or other papers linked with Contract and its subject-matter (hereinafter referred to as "**Confidential information**"). Duty of non-disclosure on the Confidential information is related toward any third party.

Solely the disclosure of the Confidential information to the public authorities pursuant to the valid legal regulations shall not be considered as the infringement of the maintaining the confidentiality, supposing the Confidential information has been disclosed to the public authorities in concordance with the legal regulations. Parties shall inform each other about disclosure of the information according to this clause without undue delay in writing.

8. Provisions in the Right and Competences in the Courts

Parties agree that this Contract and any legal relations related to it shall be governed by the Laws of Slovenia. This Contract is concluded according to the provisions of the Act ZT-1. The Commercial Code as amended and shall be governed by its provisions. According the Article 6 of the United Nations

Convention on Contracts for The International Sale of Goods (CISG) Parties agree that application of the CISG on this Contract is excluded.

All disputes that arise between the Parties, including the disputes on the validity of this Contracts, its interpretation or annulment, shall be settled before the Court of Arbitration of the Slovenian Chamber of Commerce in Ljubljana in conformity with its integral rules and regulations. The Parties will submit themselves to the decision of this Court. Its decision will be binding for both Parties.

9. Liability

The Customer is fully liable for any damage including the actual damage, fled profit and other directly related damages which occurs as a result of his breach of obligations of the Contract, General Provisions, legal regulations or other rules, which are binding among the Parties. The Parties are not liable for the damages, providing the damages resulted from (i) force majeure, or (ii) the damages occurred as a result of breach of obligations by the impaired Party of the Contract, of breach of General provisions, legal regulations and other rules, which are binding among the Parties, by the impaired Party, to the extent to which this breach of obligations caused by the impaired Party caused this damage. Provided a third party claims damages toward Supplier, resulting from a direct or indirect breach of obligations of the Contract, General provisions, legal regulations or other rules which are binding among Parties, the Customer will pay damages, granted to the Supplier by a valid and enforceable decision of a court or of other public authority, to the Supplier. The Parties undertake to cooperate when solving such situations. The provisions on the force majeure will only apply, providing the intervention of the force majeure has been successfully invoked towards the third party by the Supplier. The Customer takes the liability for all the goods, obtained from the Supplier and he undertakes not to draw the Supplier into the disputes, obligations and the settlements concerning the goods supplied by the Supplier.

The Customer is liable for the verify of all of the entries and information concerning the Customers listed in the Contract and he is obliged to inform the Supplier about any changes in such entries within 5 days following the day when they come into force.

The Supplier is no liable for any consequences caused by the wrong information reported to him by the Customer, or due to the delay in reporting of changes in the information by the Customer, alternatively because the Customer did not notify the Supplier about other facts concerning the Customer and having an impact on the Contract and the contractual relation between the Parties.

10. The Amendment of the General provisions, the amendment and termination of the Contract

The Supplier is entitled to make unilateral changes to the General provisions. Supplier will properly notify the Customer about the changes in the General provisions and about the date of their effectiveness on his website. The current text of the General provisions is to be seen in the seat of the Supplier and on his website. The Contract may be only amended in writing on the basis of mutual agreement signed by both the Customer and the Supplier.

This provision does not apply to the changes of the General provisions according to the first paragraph of this Article of the General provisions and to the price list.

The Contract can be terminated only (i) by a written agreement of the Parties signed by the statutory representatives of both of the Parties, or (ii) by a written termination of any Party for any reason or without giving a reason, effective on the day of the delivery of this announcement or termination of the Contract for the other Party, resp. from the moment when the other Party did not accept the announcement for any reason, or (iii) by another way, agreed by Parties in the Contract. The Parties are not obliged to return each other performances obtained under the terminated contract, providing

not agreed differently. This does not include returning of the Goods delivered to the Customer that were not paid by the Customer to the Supplier.

Providing the Parties did not agree differently in the case when the termination of the Contract occurs during the performance of the confirmed order, this confirmed order remains valid.

11. Final provisions

Any reference to another business, purchase, delivery or any other conditions stated in the documents of the Customer including orders is ineffective and does not bind the Supplier, regardless of the fact that it would be signed by the Supplier. The Customer undertakes not to refer to any other terms and conditions other than there General Provisions on his documents concerning the Contract and the contractual relationship with the Supplier, including the order. The Supplier supplies the goods to the Customer aware, that otherwise he will not benefit from the provisions concerning consumer protection.

If any of the provisions of the General provisions becomes invalid or ineffective, no other provisions of the General provisions shall be affected herewith.