

## GENERAL SALES TERMS AND CONDITIONS

All sales by RLS Merilna tehnika d.o.o. ("Seller") to its customer ("Buyer") are made on the following Conditions in which "the goods" means the goods that are the subject of such sale.

"Intellectual Property Rights" means any patents, trademarks, registered designs and all applications for registration of them, copyrights or design rights or any right which is similar to any of these.

"Software" means the computer programs supplied by Seller to Buyer as part of or in connection with the goods that are the subject of a licence granted by Seller to Buyer but excludes computer programs licensed to Buyer by a third party. The licence from the Seller to the Buyer may be contained in a document accompanying the Software (whether or not signed by the parties) or incorporated in the computer programs. If Buyer installs the computer programs, it shall be deemed to have accepted the terms of the licence.

### 1. Making of Contract

No contract exists until Seller accepts Buyer's order on the terms of these Conditions. These Conditions override any conditions in the order. No other terms and conditions apply unless specifically agreed by Seller in writing. The licence for the Software shall prevail over these Conditions if there is any inconsistency.

### 2. Prices

- (a) Unless otherwise agreed between the parties all prices quoted are prices ex works. All prices and discount rates quoted or notified by Seller are (unless otherwise agreed in writing) subject to variation and shall be replaced with those applying at the date of delivery.
- (b) If Seller agrees to arrange for carriage of the goods property and risk in the goods shall pass to Buyer according to Condition 5 below.

### 3. Payment

Unless otherwise agreed in writing Buyer shall pay in full for the goods not later than 30 days from the date of invoice. Interest on overdue sums shall be charged at 2 per cent per month until payment is received after as well as before any judgment for such sums.

### 4. Delivery

- (a) All delivery dates are estimates only and the time of delivery is not of the essence of the contract.
- (b) If Seller cannot deliver all or any part of the goods because of any cause beyond Seller's reasonable control the time of delivery shall be extended by a period equal to that during which the cause preventing or hindering delivery exists
- (c) Delivery shall take place at the Seller's works upon despatch or collection.

### 5. Property and Risk

- (a) Risk of loss of or damage to the goods shall pass to Buyer at the time of delivery.
- (b) The property in the goods shall not pass to Buyer until all sums due or owing to Seller by Buyer have been paid.
- (c) If the Buyer does not pay any sum owing to Seller on time then Seller shall be entitled to the immediate return of all goods sold by Seller to in which the property has not passed to Buyer, and Buyer hereby irrevocably authorises Seller to recover the goods or documents and to enter any premises of Buyer for that purpose.

### 6. Buyer's Default

Seller may at its option cancel or withhold all further deliveries under the contract if Buyer:

- (i) does not pay any sum due under this or any other contract between Seller and Buyer on time;
- (ii) being a natural person, dies or becomes bankrupt; or
- (iii) being a company, becomes insolvent.

### 7. Defects in Goods

- (a) Subject to Conditions 7(b) and 7(c), Seller will make good, by repair or, at its option, by the supply of a replacement, defects which under proper use appear in the goods within a period of 12 months (or, if Buyer is a manufacturer of equipment for resale with the goods as an integral part thereof, or purchases the goods for resale new and unused, a period of 15 months) after the goods have been delivered and arise solely from faulty materials or workmanship.

- (b) Seller does not accept any responsibility for the quality, performance or fitness for purpose of any hardware manufactured or software licensed by a third party.
- (c) If Seller notifies Buyer that the Software does not materially perform to specification under proper use in the 90-day period after delivery Seller shall replace or repair the Software within a reasonable time of notification. No warranty is given that the Software is bug or error-free.
- (d) Seller is not liable to Buyer for any such defect unless Buyer immediately gives Seller notice in writing of the alleged defect with full particulars of the operating conditions under which it became apparent and returns the goods or relevant part carriage paid to Seller's works.
- (e) Any items returned to Seller are at Buyer's risk. Repaired or replacement items will be despatched carriage paid by Seller to the address requested by Buyer.
- (f) Seller is not liable for any defect and Conditions 7(a) and 7(c) cease to apply if after delivery the goods have been
  - (i) used for any purpose other than that for which they were designed or otherwise than in strict accordance with Seller's instructions for use;
  - (ii) used with interfaces or control units not supplied by Seller;
  - (iii) damaged, misused, neglected, not properly cleaned and stored after use or had any of their identification marks or numbers altered or removed;
  - (iv) modified and altered in any way outside Seller's works without Seller's prior written authorisation; or
  - (v) damaged as a result of use or operation after any defect in them has become apparent.

### 8. Intellectual Property Rights

Intellectual Property Rights in the goods, any drawings supplied with them and the Software remain the property of Seller (or its licensor) and unless otherwise agreed in writing Buyer is licensed to use the Software only for its intended purpose and only in connection with the goods.

### 9. Limitation of Liability

- (a) **NOTE - THE FOLLOWING PROVISIONS SET OUT THE ENTIRE FINANCIAL LIABILITY OF SELLER FOR ANY BREACH OF CONTRACT AND ANY REPRESENTATION OR NEGLIGENCE UNDER THE CONTRACT.**
- (b) All warranties, conditions and terms implied by law are excluded to the fullest extent possible.
- (c) Nothing in these Conditions excludes or limits Seller's liability for death or personal injury caused by Seller's negligence.
- (d) Subject to Condition 9(b) and (c) above Seller's total liability in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise arising in connection with the contract is limited to 50.000 EUR. In addition, and subject to such total liability:
  - (i) Seller's liability for defects and Intellectual Property Rights claims is limited to the obligations in Condition 7;
  - (ii) Seller's liability for breach of obligations under Condition 7 is limited to the price of the relevant part of the goods in question;
  - (iii) Seller's liability for damage to tangible property caused by the negligence of Seller's employees on the Buyer's premises is limited to making good or replacing damaged property;
  - (iv) Seller is not liable for any indirect or consequential loss or damage (including but not limited to loss of data, profits, business, goodwill or otherwise) or any claims of third parties; and
  - (v) Seller is not liable for any claim unless (a) full details of the claim have been given to Seller within one month of the matters giving rise to the claim becoming known to the Buyer and (b) legal proceedings in respect of the claim are begun within 12 months of that date.
- (e) Where Buyer resells the goods by incorporation into Buyer's products Buyer shall indemnify Seller against any third party claims arising out defects in Buyer's products. This does not apply where the defect is caused by Seller's goods.

### 10. Proper Law

The contract shall be governed by and interpreted in accordance with Slovenian law and Buyer submits to the exclusive jurisdiction of the Slovenian courts.