



General Purchasing Conditions of Kovinoplastika Lož d.o.o.

1. Definitions

- a. "The Purchase Agreement" means any purchase agreement, purchase order, purchase plan or recall, delivery instruction or similar document issued in written form by Kovinoplastika Lož's purchasing department or the purchasing department of its connected companies. The integral parts of the Purchase Agreement are these general purchasing conditions and all other documents that Kovinoplastika Lož included in the Purchase Agreement.
- b. "The Goods" means all materials, components, tools, equipment, products, and services that are used in the company's business operations but are not directly connected to production.
- c. "Raw Materials" mean materials, components, and services that are used in the company's business operations and enter the production process to produce final products or products that are sold to the final buyer in an unchanged state.
- d. In addition to Kovinoplastika Lož d.o.o., "Kovinoplastika Lož" means any connected company or sister company of Kovinoplastika Lož d.o.o. within the group (hereinafter referred to as: "the Buyer").
- e. "The Supplier" means any company or corporate entity, businessperson, or other legal or natural person that supplies Goods and Raw Materials to Kovinoplastika Lož.
- f. "The Producer" means any company or corporate entity, businessperson, or other legal or natural person that produces Goods and Raw Materials that are the subject matter of this Purchase Agreement.
- g. "The General Purchasing Conditions (GPC)" are the subject general purchasing conditions of Kovinoplastika Lož.
- h. "Forecast, Order, Purchase Plan"
 - Forecast is the volume plan and timetable for the collection by the Buyer in which the Buyer informs the Supplier about the Goods/Raw Materials and the volumes that the Buyer expects to order in the forecast horizon. A Forecast does not obligate the Buyer to purchase the announced Goods/Raw Materials nor to purchase the announced volumes of Goods/Raw Materials and only serves orientation purposes.
 - An Order is the Buyer's written document that sets the conditions for the procurement of upstream products (product code, volume, delivery date, price, location).
 - The Purchase Plan combines the Buyer's Forecasts and Orders and is periodically renewed in accordance with the provisions of the Purchase Agreement and the collection by the final buyers.

2. General

- a. GPC compliments each Purchase Agreement and Order. If the GPC and the Purchase Agreement or Order do not match, the applicable provision of the Purchase Agreement takes precedence. The GPC is published at https://www.kovinoplastika.si/en/supplier/purchasing_terms/.
- b. For the avoidance of any doubt, by quoting, concluding a Purchase Agreement in written form, confirming an Order, or by carrying out an act that is necessary to fulfil the Buyer's Order, the Supplier accepted the GPC. If the Supplier sets conditions that differ from the GPC, they shall not apply to the Buyer without their explicit written confirmation. By concluding the Purchase Agreement, any Supplier's possible general and/or special conditions do not apply.
- c. The Supplier who supplies products to Kovinoplastika Lož must fully comply with its logistical and qualitative requirements.
- d. The collection and payment of the Goods/Raw Materials do not equal the acceptance of any conditions not set in the Purchase Agreement and the General Purchasing Conditions.

3. Ordering and Managing Amendments

- a. The Buyer issues orders and amendments in written form. Only written orders on the prescribed form from Kovinoplastika Lož's ERP system or a mutually signed Purchase Agreement sent to the Supplier via mail, fax, or e-mail shall be regarded as valid.
- b. The delivery location shall be set in the Buyer's Order or Purchase Plan. If the delivery location is not set, it shall be deemed that the delivery location is the warehouse at the Buyer's headquarters under the DDP Incoterms 2020 parity. In exceptional cases, the Buyer may collect the Goods at another location with prior written notice to the Supplier.
- c. The Supplier is obligated to send the Buyer an order confirmation within two (2) business days of receiving the written Order. If the Supplier does not confirm the Order within the above-stated deadline, the Buyer may cancel the Order within the next five (5) business days; otherwise, the Order shall be regarded as accepted even if the Supplier did not confirm the Order. The exception are Purchasing Plans for which a signed Supplier Manual is concluded between Kovinoplastika Lož and the Supplier.
- d. In the case of serial and kan-ban deliveries, the method of confirming Orders is set in the Purchase Agreement.
- e. The Supplier undertakes to immediately notify the Buyer in writing about any deviations that may affect the delivery deadline, volume, and quality. In this case, the Supplier must obtain written instructions on future actions from the Buyer.
- f. A cancellation of an Order by the Buyer shall be deemed timely if it is sent to the Supplier before the Buyer receives the Supplier's order confirmation or if it is sent to the Supplier within two (2) business days after the written Order has been issued.

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- g. The Buyer has the right to control the fulfilment of orders at any time, made possible by the Supplier.
- h. The ownership right to the upstream products transfers to the Buyer on the day of the delivery to the delivery location. The Supplier's retention right shall expire when the upstream products are installed into the final product.

4. Binding Purchase Agreement

- a. The Purchase Agreement is only binding if it is issued and confirmed in written form by Kovinoplastika Lož's purchasing department.
- b. Kovinoplastika Lož shall not be held liable for Goods/Raw Materials that are ordered without a written Purchase Agreement by Kovinoplastika Lož's purchasing department and the payment for such delivery shall not be made even if the Goods/Raw Materials were delivered at the request of an employee of Kovinoplastika Lož.
- c. The General Purchasing Conditions stated by the Supplier in the Purchase Agreement's confirmation or anywhere else shall not apply even if Kovinoplastika Lož does not dispute them. Agreed changes take effect 90 days after the written agreement.

5. Amendments

- a. Kovinoplastika Lož reserves the right to cancel the Purchase Agreement for each undelivered part of the Goods/Raw Materials ordered or to request an amendment to the Goods/Raw Materials or to the delivery, including an amendment to the specification (sketch, structural changes, technical characteristic, etc.), date, delivery location, transport method, volume of purchased Goods/Raw Materials, packaging, requested testing and certification, delivery deadline or delivery time and place, without compensation or other liability to the Supplier.
- b. The Supplier must notify Kovinoplastika Lož in writing if the requested amendments affect the delivery expenses or time within two (2) business days of the receipt of an amendment request. When Kovinoplastika Lož requests an amendment, Kovinoplastika Lož and the Supplier shall set a new price (increase or decrease) and make amendments to the purchasing conditions as well as all other necessary supplements/amendments at the request of the Supplier.
- c. Except in the case of written confirmation by Kovinoplastika Lož, the Supplier may not unilaterally amend the agreed-upon purchasing conditions for Goods/Raw Materials. Agreed changes take effect 90 days after the written agreement.

6. Transfer of Liabilities and the Conclusion of Contracts with Contractors

- a. The Purchase Agreement shall be concluded with the Supplier and is based on the Supplier's obligation to fulfil the tasks and liabilities arising from it. This means that the Supplier shall not withdraw, transfer, or order the whole or part of the liability under the Purchase Agreement from their contractor, in particular, but not limited to, Raw Materials without prior written consent by Kovinoplastika Lož.
- b. The Supplier is obligated to notify Kovinoplastika Lož who the Producer of the Raw Material is before the first testing of the Raw Material and may not replace the Producer without written confirmation on the basis of a prior testing and completed confirmation process of the new Producer by Kovinoplastika Lož and/or their final buyer/user.

7. Delivery and Packaging

- a. The agreed-upon delivery deadline is binding and immutable.
- b. The Supplier shall ensure a 100% accuracy of the delivery (volume, delivery date, location, quality) in accordance with the Order or provisions of the Purchase Agreement, unless otherwise agreed-upon in writing.
- c. The Buyer may reject the delivery of Goods that are not delivered in accordance with the Order or provisions of the Purchase Agreement at the Supplier's expense.
- d. In the event that the delivery deadline is exceeded, the Buyer may fully or partially withdraw from the Agreement and/or request the payment of the contractual penalty and reimbursement of the actual and indirect damage incurred if it exceeds the contractual penalty.
- e. It shall be deemed that the entire Order is delayed until all the products have been delivered to the Buyer. If the Order states several deadlines, meaningful connections between them and the positions apply.
- f. If not otherwise set in the Purchase Agreement, the DDP (Incoterms 2020) parity applies to and is the basis for all deliveries of Goods/Raw Materials made to the headquarters of the client from the Kovinoplastika Lož Group and includes, but is not limited to, inter alia, all packaging, packaging returns in the case of reusable packaging, and transport expenses.
- g. The Supplier must properly secure the Goods/Raw Materials with packaging to prevent any damage to the Goods/Raw Materials during storing, handling, or transport.
- h. The Supplier must label the Goods/Raw Materials with a label that states the Supplier's name, Kovinoplastika Lož's product and order number, Goods/Raw Materials' description, Supplier's batch number, production date or "use by" date, packing unit quantity, and any other possible label required by Kovinoplastika Lož. If required by a technical specification or Purchase Agreement, the label must be previously confirmed by Kovinoplastika Lož.
- i. Labelling of Dangerous Goods/Raw Materials must be carried out in accordance with the applicable legislation in the recipient's country and REACH regulation.
- j. The Supplier is obligated to submit all packaging documentation required by the applicable legislation and regulations for the disposal of packaging waste.
- k. The Goods may be delivered from Monday to Friday between the hours of 7 AM and 2 PM.



- l. The delivery documents must contain: A delivery note with a detailed description of the shipment, delivery specification by supplier's batch, production date and net weight (or no. of items delivered) for each delivered pallet, certificate of analysis or declaration of suitability for all Raw Materials delivered, transport document (CMR, B/L, AWB, etc.), EUR1, EUR2, EUR-MED, Form A or the declaration of preferential origin under the most recent applicable EU legislation on Goods delivered from non-EU countries, and the CE certificate for equipment and documentation further specified by the Purchase Agreement.
- m. The Supplier is obligated to provide in writing all information related to the regulations on control of import, customs, or internal trade.
- n. Kovinoplastika Lož may fully reject the Goods/Raw Materials delivered that are not properly labelled and do not include the required documents at the Supplier's expense.

8. Contractual Penalty for Delays or Unfulfillment

- a. If the Supplier is late with a delivery, the Buyer is entitled to charge a contractual penalty in the amount of 0.5% of the total value of the Order for each calendar day of delay but no more than 10% of the total value of the Order.
- b. The Buyer reserves the right to compensation for damages that exceed the value of the contractual penalty under indent 8.a.
- c. If the Supplier does not properly fulfil the delivery obligation, the Buyer is entitled to withdraw from the Agreement and charge the contractual penalty in the amount of 10% of the total value of the Order and demand compensation for the actual and indirect damage incurred if it exceeds the contractual penalty.

9. Responsibility for Damages, Quality Degradation, and Destruction

- a. The Supplier shall be held responsible for damages and/or the risk of quality degradation, or destruction of the upstream product until the Buyer takes delivery of the upstream products. If the cause for damage, quality degradation, or destruction existed before the Buyer took delivery of the upstream product, the Supplier shall be held responsible even after the Buyer takes delivery of the upstream product.

10. Quality, Specifications, and Other Technical Documentation

- a. At the Buyer's request, the Supplier is obligated to enable the Buyer or their representative to perform an assessment of the Quality Management System, the production process, and the financial state. The Supplier must ensure complete cooperation of and help from their experts.
- b. The Supplier is obligated to submit the entire documentation on quality control at the Buyer's request. The Supplier undertakes to store the documentation on quality control in accordance with the legislature, provisions of the Purchase Agreement, or for a minimum of five (5) years from the individual or last delivery of Goods.
- c. The Supplier is obligated to enable access to all records related to testing and quality control to the Buyer and offer professional support in the case of deliveries of upstream products that require additional safety checks by authorized independent institutions.
- d. The Supplier ensures that all of their sub-suppliers are committed to complying with the provisions of this chapter.
- e. In the case of defects, the Buyer has the right to notify the Supplier in writing about any non-compliance (complaint) at any time during the warranty period.
- f. The Supplier is obligated to eliminate the established deviations immediately after receiving the notification regarding defects. If the Supplier does not immediately eliminate deviations, the Buyer has the right to eliminate the deviation by themselves or with the help of a third party. All incurred expenses shall be covered by the Supplier. The Supplier is obligated to reimburse the Buyer for any incurred damage.
- g. The Supplier is obligated to respond to a complaint with the type of report that is required in the complaint record.
- h. A completed report and a confirmation by the Buyer, as well as the compensation for all expenses stated in the complaint record, are the conditions for the finalization of the complaint. Complaint expenses shall be charged.
- i. All Goods/Raw Materials must match Kovinoplastika Lož's specification, technical requirements, sketches, as well as the applicable legislation, regulations, norms, and other requirements stated in the Purchase Agreement, except in cases in which the Purchase Agreement refers to the Supplier's or Producer's specification or a quote but only to the extent to which these conditions do not contrast or are not in conflict with the conditions of the Purchase Agreement. Specifications, technical requirements, sketches, and quotes shall be regarded as an integral part of the Purchase Agreement.
- j. The Supplier must ensure that the Goods/Raw Materials delivered are compliant with REACH and the RoHS Directive, do not use conflict minerals in the supply chain, and are compliant with the other legislation and regulations that are in force in the recipient's country and the EU.
- k. Regarding the delivery of Raw Materials, the Supplier is obligated to notify Kovinoplastika Lož about any amendments to the specification or Safety Data Sheet and submit it in accordance with REACH, RoHS, and other applicable legislation and regulations. The Supplier is obligated to immediately notify Kovinoplastika Lož when a substance used for the production of an individual Raw Material/Good is added to the list of Substances of Very High Concern (hereinafter referred to as "SVHC") (or is already listed on it). The Supplier must notify Kovinoplastika Lož if a Good/Raw Material is not registered in accordance with the REACH regulation.

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- l. When required by legislation or the Purchase Agreement, the Supplier shall submit the information on content and type for all substances used in the production of each Good/ Raw Material, which shall be listed in the Safety Data Sheet.
- m. A Statement of Conformity, an Analytical Certificate, a Certificate of Suitability, a Life-Cycle Statement, and, if required by Kovinoplastika Lož's specification, also samples for testing purposes are an integral part of the documentation to be provided by the Supplier at each delivery of the Raw Material.

11. Warranty

- a. In addition to any explicit and implicit warranties provided for by law or otherwise, the Supplier gives Kovinoplastika Lož assurance that the Goods/Raw Materials are new, without any liens and charges, in accordance with all the specifications, sketches, certified samples, and other descriptions provided by Kovinoplastika Lož or offered by the Supplier (agreed to by a mutual agreement), without any defects in design (to the extent to which they were designed by the Supplier/Producer), free from defects in their production and materials used, of a merchantable quality, suitable and appropriate for use by Kovinoplastika Lož, complying with all applicable laws in the country of their production and delivery, and do not infringe on patents or other intellectual property rights of third parties.
- b. The warranty period is longer than two (2) years or longer or equal to the period provided for by the legislature from the date on which Kovinoplastika Lož receives the Goods/Raw Materials until the warranty period expires, except if otherwise agreed-upon in this agreement.
- c. The warranty period starts with the transfer of the risk to the Buyer or with the Buyer's signature of the takeover record for the equipment and service, unless the upstream product is installed into a final product. In this case, the warranty period starts on the day the final product is delivered to the final buyer. In the case of the elimination of defects that are the consequence of complaints, the warranty period becomes valid again after the Supplier has eliminated the defect.
- d. The Supplier is liable for all indirect and direct damages that may arise due to the delivery of non-compliant Goods/Raw Materials and for Goods/Raw Materials that are not compliant with the applicable legislation in the Producer's/Supplier's country.

12. Complaints

- a. Kovinoplastika Lož reserves the right to occasionally check, test, or review the quality of the Goods/Raw Materials delivered. For the avoidance of doubt, Kovinoplastika Lož is not obligated to carry out acceptance tests of the Goods/Raw Materials delivered, since the Supplier is wholly responsible for the quality of Goods/Raw Materials, which they demonstrate with an appropriate Certificate or Statement of Conformity. The Supplier waives the right to demand from Kovinoplastika Lož an acceptance test of Goods/Raw Materials delivered.
- b. Kovinoplastika Lož may return non-compliant Goods/Raw Materials to the Supplier or keep it, they may also repair and/or replace Goods/Raw Materials that are not compliant with the Purchase Agreement with the understanding that the Supplier reimburses Kovinoplastika Lož for all reasonable expenses due to the rejection, repair, or replacement of Goods/Raw Materials.
- c. In the case of a complaint, Kovinoplastika Lož notifies the Supplier by submitting the standard "Complaint Record" form no later than 14 days after the receipt of the shipment or, in the case of a hidden defect, no later than 14 days from the day on which the defect was detected.
- d. The Supplier must respond to the complaint within 24 hours and immediately resolve complaints that threaten Kovinoplastika Lož's production process or their final recipient with a replacement delivery or the elimination of the defect of Goods/Raw Materials delivered. All other complaints may be resolved as soon as it is possible to do so without jeopardizing Kovinoplastika Lož's production process and their final recipients. The Supplier is obligated to send Kovinoplastika Lož a filled-out 8D form if required by the Complaint Record; otherwise, only a report on corrective and preventive measures must be sent to avoid a recurrence of such or similar defects in future deliveries of Goods/Raw Materials. The Supplier is obligated to reimburse Kovinoplastika Lož for all expenses required by the Complaint Record.
- e. If the supply of non-compliant Goods / Raw Materials endangers the production process and there is no time for replacement delivery or elimination of defects by the Supplier, the Buyer has the right to sort and repair the Products or request a reduction in purchase price or withdraw from the contract.
- f. Kovinoplastika Lož has the right to charge the Supplier the expense of the complaint in the amount of €100 for each complaint or €250 if the Raw Material enters the supply chain for the automotive industry.

13. Liability and Insurance

- a. The Supplier shall insure and protect the Buyer from any liability related to the intellectual property or rights of third parties arising from the deliveries of upstream products. The Supplier guarantees uninterrupted use and availability of the upstream product to the Buyer, as well as to the purchasers of the Buyer's product in which the upstream product is installed and all the users of these products. The Supplier undertakes to compensate the Buyer for all damages that the Buyer would incur if a third party lodged a complaint under industrial property and/or copyright law against the Buyer due to the upstream product.
- b. The Goods/Raw Materials that the Supplier delivered to the Buyer must comply with all applicable EU safety rules, for which the Supplier guarantees and bears full responsibility.

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- c. The Supplier is obligated to notify the Buyer about:
 - Any planned amendments to the Goods/Raw Materials and/or process, and make the documentation necessary to demonstrate the compliance of the Goods/Raw Materials with the technical documentation or appropriate applicable regulations available to the Buyer and obtain written consent from Kovinoplastika Lož before implementing an amendment, in particular in, but not limited to, cases in which the Raw Material enters the supply chain for the automotive industry.
 - The content of hazardous substances or the possibility of generating hazardous waste with or after the use of upstream products, and indicate the method of safe disposal (REACH, RoHS).
- d. The supplier is obligated to reimburse the Buyer for all damages and expenses incurred by the Buyer and/or third parties due to upstream products with a defect or the Buyer's product into which the upstream product is installed or for which the upstream product is used, and damages and expenses incurred by the final product into which the Buyer's product is installed if the cause for the damage and expense is the upstream product's defect.
- e. The Supplier must have an adequate insurance for civil and product liability with a reputable insurer for the entire duration of the warranty period of the Goods delivered for the insurance area of "the whole world", covering any possible claims of the Buyer, their employees, final buyers, and other affected third parties under general civil and product liability. The Supplier must submit the above-mentioned insurance policy for review at the request of the Buyer.

14. Price and Payment

- a. The purchasing value and price for the Goods/Raw Materials are set in the Purchase Agreement.
- b. The purchasing price shall remain unchanged for the duration of the Agreement and does not include VAT, but includes all other duties, taxes, customs and storage, handling, packing and packaging, transport, and all other expenses incurred in the production and delivery process of Goods/Services to Kovinoplastika Lož, unless otherwise provided for by the Purchase Agreement.
- c. The Supplier ensures that the price for Kovinoplastika Lož is competitive and is not higher than the prices that the Supplier charges other buyers for the Goods/Raw Materials of comparable or similar quality.
- d. The minimum payment deadline is 90 days from the delivery date and is set in the Purchase Agreement. Kovinoplastika Lož may decide whether to pay the invoice within 15 days with a 3% discount or within 30 days with a 2% discount. The Supplier is obligated to issue a credit note for the amount of the discount, unless otherwise provided for by the Purchase Agreement.
- e. The payment deadline is valid from the date of the receipt of the correctly issued invoice.
- f. If the payment deadline for an invoice falls on a weekend or holiday, the payment shall be made on the first business day after its maturity date.
- g. All invoices must be issued and sent in the month in which the Goods/Raw Materials have been delivered to Kovinoplastika Lož. The invoice's content must comply with the applicable law regarding value added tax and other accounting standards. The invoice for the Goods delivered must also include a legibly signed and stamped delivery note or transport document from which it is evident who in the company has taken delivery of the Goods.
- h. The invoice must, inter alia, contain the name of the Supplier, a reference to Kovinoplastika Lož's Purchase Agreement, issuing date of the invoice, as well as the Supplier's bank and checking account to which the payment shall be made.
- i. The payment of the Goods/Raw Materials delivered does not mean a confirmation of the correctness (volume and quality) of the Goods/Raw Materials delivered, nor does it mean that Kovinoplastika Lož waives the right to lodge a complaint if any inadequacies of the Goods/Raw Materials delivered are subsequently found.

15. Origin of Goods/Raw Materials

- a. The Supplier is obligated to submit to Kovinoplastika Lož a valid long-term or short-term statement of the Supplier for products with the status of preferential origin for the delivered Goods/Raw Material in accordance with Article 27 of the Council Regulation (EEC) no. 2913/29 and Articles 66 to 133 of the Commission Regulation (EEC) no. 2454/93, and the applicable free trade agreements.
- b. The Supplier's statements for products with preferential origin must be submitted to Kovinoplastika Lož before the first delivery of Goods/Raw Material.

16. Business Secrecy

- a. The Contracting Parties undertake to protect as a business secret all confidential data, information, documents, knowledge, documentation, and other material in a formal form (paper, electronic medium) that they exchanged on the basis of an Order/Agreement. As business secrets shall be regarded all data and information determined as a business secret or if such status unambiguously follows from their nature, in particular, but not limited to, data that can be expected to cause damage to a Party if disclosed. The Contracting Parties shall not disclose business secrets and confidential data and information to third parties and may only use it for the fulfilment of their obligations under the Order/Agreement. Possible subcontractors shall not be deemed as third parties if the Supplier ensures that they shall respect the obligation of professional secrecy in the same way as the Contractor.
- b. Business secrets must be protected by the persons involved in the execution of services under the Order/Agreement for at least five (5) years after the signature of the final takeover record or, in case of termination of the Order/Agreement, for at least 5 years after such termination, unless a longer term is set under the Order/Agreement.
- c. This provision supplements but does not replace the provisions regarding business secrets in the Order/Agreement.



17. Anti-Corruption Clause

- a. If it is proven that the Supplier directly or indirectly gave or offered financial or other material or immaterial rewards and benefits to any person employed by Kovinoplastika Lož in order to persuade Kovinoplastika Lož to conclude a business deal with such a Supplier, the Seller and Kovinoplastika Lož agree that Kovinoplastika Lož may request and achieve an annulment or nullification of the business deal. In this case, the Parties are obligated to hand over to each other everything they received from the other Party who participated in such a business deal, in which case the Supplier must first return what they have received to Kovinoplastika Lož and only then shall Kovinoplastika Lož return what they received to the Supplier. In this case, Kovinoplastika Lož is entitled to compensation that equals the compensation given if the Supplier failed to fulfil any of the obligations from the annulled business deal.
- b. For each such proven violation, the Supplier must pay the contractual penalty to Kovinoplastika Lož in the amount of 20% of the value (of the entire) business deal, in which case Kovinoplastika Lož reserves the possibility of claiming more whenever the compensation exceeds the value of the contractual penalty.

18. Termination of the Purchase Agreement and the Limitation of Liability

- a. Kovinoplastika Lož may fully or partially terminate the Purchase Agreement if there is a delay in the delivery of more than 30 days from the agreed-upon delivery date and in the case of a violation of the agreement by the Supplier. The termination must be submitted in written form. The Supplier violates the agreement in the event, but not exclusively, that they violate the warranty or delivery deadline, fail to deliver or threaten to not deliver the Goods/Raw Materials in accordance with the Purchase Agreement or if they are subject to a compulsory settlement or bankruptcy procedure.
- b. In no case shall Kovinoplastika Lož assume any liability for direct and indirect expenses/damages, losses, loss of profit, penalties, or damages resulting from the termination of the Purchase Agreement.

19. Force Majeure

- a. Force majeure is an extraordinary, unexpected event, the effect of which could not be expected and deterred. These are events such as: epidemic, fire, traffic and natural disasters and changes in legislation, which affects the implementation of contractual obligations of both parties.
- b. A party struck by force majeure must immediately notify the counterparty of the occurrence of force majeure. If he fails to do so, he cannot rely on the existence of a higher power. The affected contracting party is obliged to satisfy the counterparty and, at its request, to provide it with all the necessary evidence of the existence of force majeure, the extent of it and its consequences.

20. The Provision of Spare Parts

- a. Irrespective of whether the Purchase Agreement is still valid and whether the Buyer's and the Supplier's business cooperation continues or not, the Supplier is obligated to provide spare parts to the Buyer for at least seven (7) years, or fifteen (15) years in the case of Goods/Raw Materials entering the automotive industry, counted from the date of the last serial delivery of Goods/Raw Materials for serial installation.

21. Code of conduct

We Kovinoplastika Lož is committed to working with suppliers who adhere to our quality requirements and our business principles. We will strive to support positive changes as regards quality, the environment and the work environment. Suppliers are important business partners for Kovinoplastika Lož and it is important for us that suppliers share the values listed below.

With acceptance of the Purchasing contract you confirm to accept and act according to principles listed below:

- a. We respect the rights of the individual, act in accordance with fair business, marketing and advertising practices and are committed to continuously developing the safety and quality of our products and processes.
- b. We respect the rule of law, conduct our business with integrity and honestly and are accountable for our actions.
- c. We continuously work to reduce the negative impact of our operations on the environment and health.
- d. We do not engage in illegal operations or operate in the context of illegal activities.
- e. We do not tolerate the offering, solicitation or acceptance of bribes.
- f. We are all entitled to alert the designated compliance officers if we witness any violations of laws or of this principles.

Kovinoplastika Lož listens to its stakeholders and takes their opinions into account with the objective of ensuring the sustainable success of our company.

22. Final Provisions

- a. These purchasing conditions are valid and the only ones that are legally applicable, irrespective of whether the Supplier includes their general conditions of sale when submitting a quote or order confirmation. Any deviations from Kovinoplastika Lož's General Purchasing Conditions shall only be considered if they are agreed-upon and confirmed by Kovinoplastika Lož in writing.

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- b. The Supplier and Kovinoplastika Lož shall resolve any possible disputes by a mutual agreement. If the Parties fail to coe to an agreement, the dispute will be resolved by a court of competent jurisdiction in Kranj, or by the Buyer's choice of a second court of competent jurisdiction in the country of the Supplier. The dispute shall be resolved using Slovenian law and the original Slovenian version of GPC.
- c. The use of the United Nations Convention on Contracts for the International Sale of Goods and the provisions of the Private International Law shall be excluded.
- d. These "General Purchasing Conditions" shall apply until they are amended. The Supplier is obligated to follow/track amendments on their own at https://www.kovinoplastika.si/en/supplier/purchasing_terms/. The Supplier has been notified and agrees that their data and the information of their contact persons shall be stored and processed in Kovinoplastika Lož's computer system.

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