

## **SALES GENERAL TERMS AND CONDITIONS FOR ORDERING AND BUYING**

### **Article 1 – Definitions**

In these General Terms and Conditions the following terms are defined and should be understood:

1. The Seller: **FAB Construction d.o.o.**, 1000-Ljubljana, Slovenia, VAT no. SI52177505 (also owner of and acting under the trademark name **Blue Molds®**).
2. The Buyer: any legally registered entity or individual person who entered into or wishes to enter into an contract/ordering/buying with the Seller (or its representatives/agents).

### **Article 2 – Applicability of General Terms and Conditions**

1. Every offer of the Seller and every sales contract between the Seller and the Buyer is subject to these conditions unless agreed otherwise in writing by an authorized representative of the Seller. These General Terms and Conditions shall apply, save modifications agreed in writing by both parties. The Seller does not accept any reference by the Buyer to his own purchase or payment/credit policy conditions. The Seller's offers are without engagement.
2. The sales contract shall deem to have been entered into when the Seller has sent a written confirmation of the acceptance of the order to the Buyer.

### **Article 3 – Ordering, order placement and confirmation**

1. Requests for orders can be placed through the website/web shop or by email. All (requests for) orders or quotations placed by the Buyer will require an authorized signature approving prices, and approving and accepting these general terms and conditions.
2. The requests for orders placed by the Buyer may be confirmed by the Seller by email.
3. All orders or quotations supplied have a validity of 30 days from the date of confirmation by the Seller.

### **Article 4 – Quality guarantee and inspection**

1. The Seller is obliged to have only the right products of standard quality material on stock.
2. The Buyer is entitled to inspect goods to determine the visible features. When special quality requirements have been agreed upon the goods can be inspected before shipment at the warehouses. The Buyer shall give notice to the Seller at the time of placing the order that he wishes to inspect the goods. In case that such an inspection leads to extra costs for the Seller, these costs will be for account of the Buyer even if the Buyer does not attend the inspection.
3. Buyer has 24h from delivery and prior to start using goods to claim the Seller that delivered goods have any claim based defect or malfunction. Any claim should be in written and with detailed description/photos otherwise will not be accepted.

### **Article 5 – Price and payment**

1. The prices to be paid by the Buyer are the prices which are mentioned in the order confirmation provided and are payable in the currency therein mentioned.
2. After the confirmation by the Seller invoicing will be done.
3. All orders are to be paid in advance (prepaid) and in full amount stated on invoice, unless otherwise agreed upon in writing. In this case payments of remaining amounts are due within 7 days of the date specified on the invoice unless alternate payment terms have been agreed upon in writing.
4. The Seller shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any or every contract or order confirmation between itself and the Buyer or to suspend further deliveries under any of every contract in any of the following events:

A) if any debt is due and payable by the Buyer to the Seller but is still unpaid;

- B) if the Buyer has failed to provide any letter of credit, bill of exchange or any other security required by the contract, provided that in such event the aforesaid rights of termination or suspension shall apply only in regard to the particular contract in respect of which the Buyer shall have so failed;
- C) if the Buyer has failed to take delivery of the goods under any contract between it and the Seller otherwise than in accordance with the Buyer's contractual rights;
- D) if the Buyer becomes insolvent or enters into a composition of arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except solely for the purpose of reconstruction, or if a petition has been presented for an order for its winding up, or for a receiver (including an administrative receiver) or administrator to be appointed, or if any such order or appointment is made or, if being an individual or partnership the Buyer suspends payment of his or their debts in whole or in part, or if an application has been made for an interim order or a petition has been presented for a bankruptcy order or if any such order is made, or if the buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under foreign law.
5. The Seller shall be entitled to exercise its aforesaid rights of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and, in case of any such suspension, the Seller shall be entitled as a condition of resuming delivery under contract between it and the Buyer to require prepayment, or such security as it may require for the payment, of the price of any further delivery.

#### **Article 6 – Delivery**

1. The delivery will take place after payment of the whole amount specified on the invoice unless other payment terms have been agreed upon in writing.
2. The delivery periods mentioned in the Seller's order confirmations are given as an indication and by approximation. Unless otherwise agreed the delivery period shall apply ex warehouse to be indicated by the Seller, unless otherwise agreed upon. The periods shall only commence after the contract enters into force and after receipt by the Seller of all necessary data to enable the delivery.
3. Delay of delivery for whatever reason never gives the Buyer the right to claim damages and losses and neither the right to stop fulfilling his obligations based on this or another contract. Without prejudice to his other rights the Seller can extend the delivery periods for a time equal to the period during which the Buyer fails to fulfil any of his obligations towards the Seller.
4. Unless otherwise agreed, the rules of the Incoterms 2010 concerning the term FCA shall apply to all deliveries. If the means of transport for the transport of the sold goods have been made available by the Buyer, the Buyer guarantees the good quality thereof and the Buyer shall hold the Seller harmless for all claims of third parties against the Seller concerning such transport.
5. The goods are fabricated and delivered with a tolerance of the original order of plus or minus 10% unless otherwise agreed upon by the Seller in writing.
6. Any variations between samples and deliveries, as i.e., but not limited to minor discrepancies in form, do not constitute a ground for rejection of the delivery, dissolution of the contract, refusal of payment or compensation in the event of variations of minor importance, being defined as a quality that does not affect the essence of the goods delivered and their practical value. An average of the total delivery will be taken when judging if a delivery is correct.
7. All sizes references are approximated and, depending on the product ordered, actual sizes may vary.

#### **Article 7 – Failure to fulfill, Force majeure**

1. The Buyer will be in default – without being given notice or put in default – through its failure to fulfil any of its obligations towards the Seller, which shall be the case through the mere passing of the period in which the Buyer should have fulfilled such obligation.
2. In case of force majeure, as described under c., the Seller shall be rightfully excused from the performance of its contractual obligations for the duration of the force majeure situation. If the force majeure situation lasts longer than three consecutive months from the date of the aforementioned notification by the Seller, the Seller shall be entitled to annul the contract or to cancel wholly or partly the quantity that should have been delivered during these months. Neither in the case of force majeure nor in case of the here mentioned annulment or cancellation is the Buyer entitled to

indemnification of any loss and damage. After the expiration of the above mentioned period of three months the Buyer can demand that the Seller declares whether he intends to annul or cancel the contract.

3. Force majeure shall be deemed to exist if the performance of a contractual obligation will be partly or wholly impeded by any circumstances beyond the will of the Seller or if such performance causes for the Seller such difficulties that he cannot be required to accomplish it.
4. If circumstances occur such as, but not limited to, war, danger of war, mobilization, insurrection, fire, frost, difficulties or stagnation of transport, shortage of appropriate cars, wagons end or shipping facilities, strikes, blockade, occupation of the premises, stay in strikes, and/or lock outs, embargo, export restrictions, acts of government and difficulties or stagnation in the production of Seller and/or a supplier of raw materials and/or products auxiliary to products for sale by Seller, Seller will be excused from the performance of his obligation without prejudice to the other rights of the Seller as stipulated in b. which rights are also applicable when the circumstances such as here mentioned circumstances occur.

#### **Article 8 – Risk, Retention of title**

1. Upon delivery of the goods at the agreed point all risks of loss, damage and other incident shall pass immediately to the Buyer.
2. The Seller and the Buyer expressly agree that until the Seller has been paid in full for the goods comprised in this or any other sale contract between them, or until all other monies due from the Buyer to the Seller on any sum accounted for have been paid in full:
3. legal and beneficial ownership of the goods comprised in the contract (“the goods” remain with the Seller;
4. the Seller may recover the goods at any time from the Buyer if in its possession, if the amount outstanding from the Buyer to the Seller in respect of the goods supplied or any other amounts owed shall remain unpaid after the due date for payment has passed and for that purpose the Seller, its servants and agents may enter upon any land or building which the goods are situated;
5. the sub clause (ii) shall be construed and have effect as a separate clause and accordingly in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.
6. Should the case arise, the Seller has the right – in contravention of article 11 – to invoke the law of the country where the goods are situated. In such case this article is assimilated to the most proximate and most comparable right of that legal system.

#### **Article 9 – Warranty statement/obligations/responsibility**

1. Any claim or complaint on account of defective goods or for any other cause whatsoever shall be deemed waived by the Buyer unless written notice of such claim is within twenty (20) days after receipt of the goods by the Buyer (or after storage at his account whichever is first). Claims and complaints with regard to goods already used by Buyer shall be deemed waived. Damages caused by transport must be reported by return, at the latest within 24 hours of receipt of the goods, accompanied by proper photographs of the condition of the goods at delivery.
2. If the Seller accepts a defect, as notified by the Buyer according to the above paragraph, he shall have the choice to replace the defective goods or to refund the sales price of such defective goods. In both cases the goods concerned will be kept at the disposition of the Seller and shall only be returned by the Buyer to the Seller after approval by the Seller.
3. The Seller is in no event liable for more or other indemnification than mentioned in above paragraph. Therefore he shall in no event be liable for any consequential damages to the Buyer due to any defect in the delivery, whether admitted or not by the Seller. The Buyer shall hold the Seller completely free from any claim by third parties in connection with the goods delivered under this contract and refund the Seller the whole amount the Seller would be obliged to pay.
4. As long as the Buyer does not fulfil his obligation completely under the sales contract, the Seller shall not be liable for whatever damages or losses and shall not be obliged to accept any claims about defect.
5. Seller is no way liable to compensate Buyer for direct or indirect damage, the consequences of damage, or loss of profits, that are caused either by inadequate performance of delivered goods by Seller or through work performed by Seller.
6. Buyer indemnifies Seller against claims by third parties, and against all costs, damages and interest-charges that might directly or indirectly be incurred by Seller from such claims, in pursuance by third parties for compensation for damage caused by shortfall of our delivered supplies.

**Article 10 – Trademark, design, product names, drawings and descriptions, intellectual property**

1. All trademark and logo design, product designs, drawings, models, inventions and (technical) documents of similar import, expressly created as original work by the Seller, relating to the products or its manufacture submitted to the Buyer by the Seller shall explicitly remain property of the Seller.
2. All designs, drawing models, inventions and (technical) documents of similar import submitted to the Buyer by the Seller shall not, without the written consent of the Seller, be used for any other purpose than for which they were provided. They may not, without the written consent of the Seller, otherwise be used or copied, reproduced, transmitted or communicated to a third party.
3. The items referred to in the previous paragraphs must be returned to the Seller immediately on the request of the Seller.

**Article 11 – Applicable law and exclusive jurisdiction**

Any dispute and/or matter arising out of, or in connection with the contract shall exclusively be settled by the authorized judge in Ljubljana (Slovenia) unless otherwise agreed in writing. Slovenian law is fully applicable.