

GENERAL TERMS AND CONDITIONS

(hereinafter referred to as the "Seller")

1. General

These General Terms and Conditions are a constituent part of all price lists, quotations, estimates, contracts, invoices and orders and relate to the sale of insulation materials under the FIBRANxps brand FIBRANxps.

2. Prices

The prices of products listed on the price lists are valid until the end of the calendar year, unless stated otherwise on the price list or in the quotation. The prices are valid according to the parity specified in the price list and/or the quotation, and do not include VAT. The Seller shall reserve the right to adjust prices if the delivery time is longer than 30 days.

3. Delivery terms

The Seller is obliged to deliver the products ordered by the Buyer under the terms agreed with the Seller, i.e. the conditions specified in the order confirmation.

Delivery time may be changed upon prior agreement with the Buyer or in the case of force majeure as laid down by law and case law. The Seller also reserves the right to extend the delivery time in the event of late fulfilment of obligations required for the execution of the transaction (payment liability, information on the payee, providing suitable unloading...).

The Seller has the right to seek compensation from the Buyer for the damages caused to him by the above-mentioned situation.

4. Payment terms

The purchase price must be paid in advance or within the agreed period beginning on the day the invoice is issued. A deferred payment must be adequately secured with a bank guarantee, a bill of exchange or a debt collection instrument ("izvršnica"). In the event of an agreed discount for early payment, this will be calculated (subject to the fulfilled conditions) based on the amount of inflow into the Seller's bank account (does not apply to compensations or other methods of settling liabilities). A discount for early payment shall not be possible if the buyer has outstanding liabilities due.

In the event of a late payment, the Buyer shall be charged default interest at the prescribed interest rate for late payments in accordance with the legislation of the Republic of Slovenia.

5. Retention of title

Until the purchase price is paid in full, the title to the delivered goods shall remain vested in the Seller, even if they are assembled or installed, namely as a right of ownership on a proportionate share of the new product.

The Buyer may not pledge the goods under the ownership right or otherwise encumber these goods; he is obliged to act with due diligence when storing and handling the goods.

6. Quality of the goods

The products produced in the Republic of Slovenia shall meet the requirements of Slovenian law and the law of the importing country relating to imported products. Products produced outside the Republic of Slovenia shall comply with the legal requirements of the country of origin and the law of the importing country for imported products.

The Seller shall guarantee that the products have the necessary certificates and attestations. Upon written request of the Buyer, the Seller is obliged to provide the Buyer with copies of the documents. The quality of the products shall be guaranteed by the Seller while taking into account the correct transportation, warehousing and handling of the products.

The Buyer shall be responsible for communicating to the consignee the rules on using the products, their characteristics and measures regarding safety at work.

The Seller shall not be liable for any adverse consequences that may result from improper use of the products or any other use contrary to the requirements of applicable building standards and rules.

7. Complaints

The Buyer shall check the conformity of the quantity, quality and type of delivered products with the transport carrier at the moment of unloading and filling in the transport documents. In the case of the Buyer's own transport, the Buyer shall check the conformity of the goods received at the moment of loading the products into the Seller's warehouse.

In the event of visible damage to the product, the Buyer is obliged to send a complaint form to the Seller, stating the quantity of the faulty products, a description of the defect or damage and photographs within three working days of receiving the goods.

In the case of hidden defects of products, which cannot be detected by conventional inspection, the complaint is only accepted in a package bearing a label and with the attached complaint form.

The Buyer has no right to sell defective products or to make independent decisions about the price reduction of such products. In the event of accepting the complaint regarding the inappropriate quality of products, the Seller may at its own discretion replace the defective products with new products or reduce the price of the defective products.

In the event of a discrepancy between the quantity actually received in comparison with the quantity stated in the shipping documents, the Buyer is obliged to record the discrepancy in the acceptance documents (delivery note, bill of lading) and prepare the complaint report. The Buyer shall send the complaint report to the Seller within three working days from the day of delivery at the latest.

8. Liability

The Seller's liability shall be assessed in accordance with the applicable Slovenian legislation and the provisions of these General Terms and Conditions. The Seller shall at no stage be liable for any indirect damages.

The Seller shall not assume any liability or give any warranty or guarantee for systems or applications whereby the Seller's merchandise is used. The application of goods is exclusively subject to the relevant building code as well as relevant technical, safety and other regulations.

9. Applicable law and competent court

All disputes shall be settled in accordance with the applicable legislation of the Republic of Slovenia. Any dispute shall be handled by the court of competent jurisdiction in Novo mesto.