

GENERAL SALES CONDITIONS

1. GENERAL PROVISIONS

If the contract parties do not specify otherwise in writing, these general sales conditions of the GORIČANE d.d., Ladja 10, 125 Medvode (hereinafter: seller) are applied to all transactions that the seller makes with buyers or customers (hereinafter: buyer).

Every potential deviation from these general conditions is valid only if it is confirmed in writing by the seller. Such potential deviation from these general conditions has a one-time validity and does not affect on the validity of the remaining provisions of these general sales conditions.

By accepting the offer or concluding the contract or by every contract award, the buyer confirms the acceptance and total agreement to these general conditions.

General sales conditions apply to all cases of sales and distribution of goods, which pertain to the seller's sales program. The program includes products, outlined on list prices and other commercial documents of the seller.

2. ORDERS

All orders have to be issued in writing, i.e. either via mail, fax or electronically.

An order of the buyer is valid if it includes information, which is required for the correct and smooth processing of the order by the seller and should at least contain the following:

- address of the customer, recipient and payer of goods
- classification and quantity of the ordered goods.

The buyer's order becomes binding for the seller, when the seller confirms order delivery in writing.

Order confirmation must include the following:

- paper type and quality including the classification of the goods,
- grammage,
- sheet size or reel width in cm or mm,
- palette height and weight in case of a special demand; and also in the event of an order pertaining to reels as well information on the inside diameter of cores and the outside diameter of reels,
- paper quantities in tons, kilograms and sheets,
- delivery period by defining the date or the corresponding week number within a specific year,
- stated destination with exact address (street, number, place),
- mode of dispatch and transportation,
- agreed price,
- agreed payment conditions

GORIČANE

If the buyer and the seller agree to a successive delivery of goods, then the buyer is obliged to collect the individually ordered quantity at least within the 60 days after being informed that the goods are ready for collection.

After a period of 60 days following a notice from the buyer from the previous paragraph, the seller has the right to sell the goods to a different buyer.

3. QUANTITY AND QUALITY

Minimum quantity for orders of standard products in standard formats are:

- 1 palette in case of a successive delivery of goods,
- 3,000 kg per position of one type of grammage, format and fibre arrangement or dimensions of reels for the placement of the order into the product line,
- 20,000 kg when it pertains to the agreed delivery of the franco buyer.

Order for the paper within the seller's standard offer of products is valid if the seller delivers goods to the buyer, which do not deviate from the ordered quantity for more than the below specified tolerance levels:

a.) for standard order dimensions:

- under 3,000 kg $\pm 8 \%$
- over 3,000 kg to 5,000 kg $\pm 7 \%$
- over 5,000 kg to 10,000 kg $\pm 5 \%$
- over 10,000 kg to 100,000 kg $\pm 4 \%$
- over 100,000 kg $\pm 2,5 \%$

b.) for special order dimensions:

- under 3,000 kg $\pm 20 \%$
- over 3,000 kg to 5,000 kg $\pm 15 \%$
- over 5,000 kg to 10,000 kg $\pm 10 \%$
- over 10,000 kg to 20,000 kg $\pm 8 \%$
- over 20,000 kg $\pm 4 \%$
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For non-standard products, deviations can also be different but nonetheless must be explicitly agreed upon by both parties in writing.

Paper delivery is considered complete if the delivered dimensions of products do not deviate for more than specified below:

a.) Products in sheets :

- uncut flat format for $\pm 0,2 \%$ or max. ± 2 mm,
- cut flat format za $\pm 0,2 \%$ or max. ± 2 mm,

b.) Products in reels :

GORIČANE

- under 400 mm for ± 2 mm,
- over 400 mm to 1600 mm for ± 2 mm.

At least 95 % of the quantity delivered must be within the specified tolerance values.

4. TRANSPORT COSTS

The buyer can collect the goods himself or can be offered transport by the seller. In this case, transport costs are added into the price of the ordered goods providing that the quantity exceeds 20,000 kg. As per the orders with the quantity of less than 20,000 kg the buyer is obliged to arrange his own transport. The transport can also be provided by the seller but this then includes additional costs or the difference in value as calculated in relation to the 20,000 kg.

5. COMPLAINTS

The buyer has to check every package of the delivered goods immediately upon its receipt. Obvious shortcomings (including damage as a result of transport), imperfection or other deviations from the confirmed order have to be claimed immediately and not later than 8 days after the arrival of the goods to the delivery address and this has to be done in writing by stating the shortcomings of the goods, missing quantity or other deviations along with the invoice number.

The buyer has to claim the hidden defects as soon as he notices them. The seller is not responsible for hidden defects, which are noticed more than six (6) months after the delivery date.

No quantity complaints are allowed for the goods, which were collected in person in the seller's warehouse.

Every transport unit of paper product (palette, reel) has its own identification data displayed in a prominent place. The buyer is obliged to state the identification data of the goods on the written complaint along with the number of the delivery note and the invoice number pertaining to the delivery in question. The buyer is obliged to attach as well the sample (sheets) of the claimed product and must also describe the defect in details.

The buyer is only eligible to the complaint providing that he acts in accordance with the storage instructions as outlined by the seller.

It is understood that the buyer has waived all guarantee claims providing he has used the products, where he has claimed defects, for further processing or has only processed them in part.

6. PAYMENTS

The buyer is obliged to pay the invoice amount within the period indicated on the seller's invoice. The payment is only considered complete when the money (purchase price) is transferred to the seller's account.

GORIČANE

The buyer can reject the invoice with the period of eight (8) days since the receipt. Rejection of invoice has to be justified in writing by the buyer.

In the event of payment delay, the seller reserves the right to charge statutory interest and any costs incurred in connection with the reminder and recovery.

If the buyer's solvency deteriorates significantly or he cannot provide sufficient payment security, all existing receivables fall due for immediate payment.

In the event of late payment by the buyer, the seller has the right to immediately stop all further deliveries and all deliveries related to the current or other commercial relationship with the buyer and request additional insurance for the rest of the delivery along with the compensation for all damages caused to the seller. Additionally, the seller has the right to reject new orders from the buyer or refuse delivery to the buyer until the required payment.

7. RESERVATION OF OWNERSHIP

The seller reserves the right of ownership over the delivered goods until full payment of the purchase price, including interest and other costs. The seller has the right to demand the delivery of goods on which there is a reservation of title if the buyer does not pay the purchase price in its entirety.

8. PROTECTION OF BUSINESS SECRETS

The seller and the buyer agree that they will keep all data arising from the contract documentation and other data arising from the contractual relationship as a business secret for at least 5 years after the expiration or termination of the contractual relationship.

Neither party may disclose the information referred to in the preceding paragraph or use it for any purpose not directly related to the exercise of the rights and obligations under the contract without the prior written consent of the other party.

9. FORCE MAJEURE

The seller is not liable for the partial fulfillment or non-fulfillment of his obligations, if this is the result of events that the seller could not avoid, prevent or eliminate (force majeure). Force majeure means events such as: fire, floods, earthquakes, riots, epidemics, power outages, non-operation of the internet, strikes or other interruptions, due to administrative or other administrative restrictions or prohibitions such as embargo, confiscation, restrictions on financial operations, restrictions on transport, lack of material on the world market, reductions in energy supply and other obstacles independent of the will of the seller. A force majeure is also considered to be a lack of material or services at the seller's suppliers or companies that the seller includes in fulfilling its contractual obligations, as well as their delays in the delivery of goods or services to the seller.

If the fulfillment of the seller's obligations is impossible due to the reasons referred to in the previous paragraph, he is obliged to inform the buyer immediately. In this case, the time limit

GORIČANE

for completion shall be extended for the duration of the reasons for force majeure and its consequences. If force majeure lasts for more than 3 months, the buyer or seller may immediately withdraw from the contract without compensation or similar compensation.

10. FINAL PROVISIONS

General terms and conditions are published on the seller's website www.goricane.si.

The provisions of the Code of Obligations and other applicable regulations apply to mutual relations that are not regulated by these general terms and conditions of sale.

The seller and the buyer will strive to resolve any disputes amicably. In the event that an agreement to resolve the dispute is not possible, the court with substantive jurisdiction in Ljubljana shall have jurisdiction to resolve the dispute, and the parties shall agree on the application of Slovenian substantive law.

These »General sales conditions« are written in Slovenian and English language and become valid on October 11, 2021.