

## GENERAL

These general terms and conditions of business ("GTC") apply to business transactions between the company Silvaapis d.o.o. and entities (legal and natural persons) that enter into legal transactions with Silvaapis d.o.o. The GTC apply to all contractual relationships entered into by Silvaapis d.o.o. from the day of their acceptance and form an integral part of each individual contract concluded between Silvaapis d.o.o. and a contracting party. The term "contracting party" refers to any subject, whether a legal or natural person, a public or private entity, with its registered office in the Republic of Slovenia or abroad, regardless of the affiliation, form, age, or any other circumstance of the subject that has concluded an individual contract with Silvaapis d.o.o. These GTC are published on the Silvaapis d.o.o. website. By entering into any legal transaction and/or accepting an offer from Silvaapis d.o.o. and/or paying an invoice issued by Silvaapis d.o.o., the contracting party is deemed to agree to these GTC. These GTC apply regardless of whether it is explicitly stated or not on an offer, contract, invoice, or any other document issued by Silvaapis d.o.o. Silvaapis d.o.o. operates exclusively in the B2B (business-to-business) sector and assumes that each contracting party enters into a legal transaction with Silvaapis d.o.o. within the scope of its commercial activities. Each contracting party is considered to be an expert in their respective field.

### I. OFFERS

Offers, including all accompanying documentation such as pictures, drawings, and dimension specifications, are approximate, non-binding, and the property of Silvaapis d.o.o. They may not be made available to third parties. Silvaapis d.o.o. reserves the right to change prices. Offers and all accompanying documentation are subject to copyright owned by Silvaapis d.o.o.

### II. SCOPE OF DELIVERY

Confirmation of an order by the contracting party is decisive for deliveries. Protective devices during shipment are provided only if agreed upon in writing. Additional agreements and changes are valid only if confirmed in writing. Silvaapis d.o.o. is entitled to make partial deliveries, and the contracting party is obligated to accept them.

### III. PRICES, INVOICING, AND PAYMENTS

Silvaapis d.o.o. issues invoices in accordance with the contract, custom, or at the end of each calendar month for all services and deliveries provided to each individual contracting party in a specific calendar month. The invoice must be paid by the 10th day of the month or as indicated on the invoice. The contracting party is considered to have paid the invoice to Silvaapis d.o.o. when Silvaapis d.o.o. has received the payment amount in its account. If the

contracting party is in arrears with payments, in whole or in part, they are obliged to pay additional default interest at the legal rate increased by 2 percentage points from the due date of each monetary obligation until payment.

The contracting party is not entitled to set off its claims against Silvaapis d.o.o.'s claims.

#### IV. DELIVERY PERIOD

Information on delivery times is not binding.

Silvaapis d.o.o. shall be deemed to have fulfilled its obligation in time if the goods have left the factory before the expiry of the time limit or if the contractor has been informed of the possibility to collect the goods.

In the event of force majeure or other events impeding the delivery period, the delivery period shall be extended accordingly.

In the event that Silvaapis Ltd. does not receive the goods from a third party for reasons beyond Silvaapis Ltd.'s control, Silvaapis Ltd. may withdraw from the contract or order if it is unable to agree with the co-contractor on a solution other than postponing delivery to a later date.

#### V. TRANSFER OF RISK

Silvaapis d.o.o. supplies goods on EX WORKS basis from the Silvaapis d.o.o. warehouse unless otherwise stated on the invoice. All risks (related to ownership, regardless of any agreed reservation of ownership) associated with the goods are transferred to the contracting party on the day when Silvaapis d.o.o. informs them of the readiness of the goods for dispatch, but no later than the time of transfer to the carrier/transporter.

#### VI. RESERVATION OF OWNERSHIP

Until full payment has been received for each order, Silvaapis d.o.o. reserves the right of ownership over the goods supplied. Processing of the supplied goods, which are still owned by Silvaapis d.o.o., is only permitted with the consent of Silvaapis d.o.o. and without any obligations in this regard for Silvaapis d.o.o. If the goods owned by Silvaapis d.o.o. are mixed or combined with other items, the contracting party must immediately assign all their rights of ownership or co-ownership of the new item to Silvaapis d.o.o. and is required to keep the item/goods in safe custody for Silvaapis d.o.o. The contracting party may only sell goods owned by Silvaapis d.o.o. if they are not in default of fulfilling any of their financial obligations to Silvaapis d.o.o. During the reservation of ownership, the contracting party is entitled to possess the goods, provided that they fulfill their obligations arising from the

reservation of ownership and are not in default with fulfilling any of their financial obligations to Silvaapis d.o.o. If the contracting party is in default or does not fulfill their obligations in connection with the reservation of ownership, Silvaapis d.o.o. may terminate the contract and demand the return of the goods. However, despite the default of the contracting party, Silvaapis d.o.o. may insist on the fulfillment of the contract and/or order by the contracting party. Goods subject to the reservation of ownership may only be pledged, assigned as collateral, leased, or transferred to third parties with the written consent of Silvaapis d.o.o. Any other actions by the contracting party represent a criminal offense against Silvaapis d.o.o. If third parties have access to goods subject to the reservation of ownership, especially in the case of seizure, confiscation, etc., the contracting party is obliged to immediately notify Silvaapis d.o.o. in writing and inform the third party about Silvaapis d.o.o.'s reservation of ownership.

VII. WARRANTY / LIABILITY FOR MATERIAL DEFECTS Silvaapis d.o.o. is responsible for defects in the delivery item, but:

- The contracting party must inspect the goods immediately upon receipt and immediately notify Silvaapis d.o.o. of any defects in writing.
- The contracting party must allow Silvaapis d.o.o. to remedy the defect(s), especially by allowing Silvaapis d.o.o. access to the item(s) that are owned by them.
- The contracting party is not entitled to remedy any defects themselves or with the help of third parties, unless Silvaapis d.o.o. is in default in remedying the defect or is forced to remedy the defect due to non-payment by the contracting party for the correction of the defect or immediate danger.

#### VIII. MISCELLANEOUS

The place of fulfilment is the registered office of Silvaapis Ltd. This is also the exclusive place of jurisdiction for all disputes arising out of business relations with joint venturers.

The legal relations between Silvaapis Ltd. and a co-contractor shall be exclusively governed by the law of the Republic of Slovenia on the basis of the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Ljubljana, December 2022