

## **GENERAL TERMS AND CONDITIONS OF SALE - INCOM D.O.O.**

### **1. GENERAL PROVISIONS**

- 1.1. The General Terms and Conditions of Sale of INCOM Proizvodno trgovsko podjetje d.o.o. Ajdovščina (hereinafter: the Seller) define the regulation of all mutual relations, rights, and obligations between the Seller and its Buyers.
- 1.2. These General Terms and Conditions shall apply and be used as an integral part of every Contract concluded between the Seller and the Buyer, regardless of whether this Contract is concluded in written or oral form, and shall also apply and be used for all negotiations, offers, orders, and other legally relevant actions performed as part of the process of concluding the Contract.

### **2. DEFINITIONS OF TERMS**

- 2.1. **Seller** means the company INCOM d.o.o.
- 2.2. **Buyer** means any company: a business entity, entrepreneur or other legal or natural person who orders goods from the Seller.
- 2.3. **Goods** means the goods, products and services supplied by the Seller to the Buyer under the Contract.
- 2.4. **Prices** means the price(s) of goods as stated in the Seller's price list, valid on the date of dispatch of the goods, or other prices as agreed in writing between the parties, together with any transport and delivery costs.
- 2.5. **Contract** means a Contract and/or a valid order and/or a confirmed offer by the Buyer or any similar document concerning the sale and purchase of goods between the Seller and the Buyer (including all annexes, agreed amendments and supplements to this Contract).
- 2.6. **Offer** is a written proposal for concluding a Contract, which the Seller prepares and forwards to the Buyer based on their prior oral or written inquiry.
- 2.7. **Order** means a statement of the Buyer's will, given on the basis of a preliminary offer from the Seller or on the basis of a concluded mutual Contract, which contains all of the necessary information for the correct and smooth execution of the order.
- 2.8. **Business day** means a day that is not Saturday, Sunday or public holiday in the Republic of Slovenia.

- 2.9. **Conditions** means these General Terms and Conditions of Sale, together with any additional conditions agreed in writing between the Seller and the Buyer.
- 2.10. **Applicable law** means: (a) any law, regulation act, order, directive, Contract or other legal provision (including any case law, judgment, application, order, or decision of any court or other official body); and/or (b) a legally binding rule, policy, guideline or recommendation issued by any governmental, legislative or regulatory authority and which applies to the Contract and/or the goods.
- 2.11. **Insolvent** means that the Buyer is insolvent when: (a) it ceases or, in the reasonable judgment of the Seller, appears likely to cease business; (b) goes into liquidation or bankruptcy (or a petition for liquidation or bankruptcy is filed against it, or a decision on liquidation has been made); or (c) goes into compulsory settlement (or a management order is issued against it or an application for administrative proceedings is filed); (d) an administrator or receiver is appointed over part or all of the assets, or proposes an agreement or settlement with the creditors; or (e) is subject to anything comparable to the above under the law of any applicable jurisdiction.
- 2.12. **Intellectual property rights** means all forms of rights recognised under intellectual property law, including (but not limited to) patents, trademarks, service marks, domain names, registered and unregistered designs, copyrights, database rights, rights in inventions, trade secrets, know-how, and all applications, registrations, extensions or renewals of the aforementioned rights, as well as all other similar or equivalent rights, anywhere in the world.
- 2.13. **Distributor** means any person or company that buys products from the Seller and resells them to other businesses or end Buyers.
- 2.14. **Agent** means any person or company that acts in the name and on behalf of the Seller as an intermediary in the Seller's transactions.

### **3. CONTRACTING**

- 3.1. A Contract between the Seller and the Buyer is concluded when the Contracting parties agree on its essential components, in the case of a confirmed offer by the Buyer, in the case of a valid order by the Buyer, or in the case of a written conclusion of a Contract for the sale of goods.
- 3.2. An order is valid or accepted when it is confirmed by the Seller. The Buyer's order must be made in writing and sent to the Seller's address by post, to their email address or via electronic data interchange or in accordance with usual commercial practice.
- 3.3. No agent or distributor of the Seller shall have the authority to conclude a Contract in the name and on behalf of and of the Seller that is not in accordance with the applicable conditions and the Contract already concluded between the Buyer and the Seller, to give any guarantee in the name and on behalf of the Seller.

### **4. QUALITY OF GOODS**

- 4.1. All samples, descriptive materials and advertising materials of the Seller and all descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published solely for the purpose of providing an approximate representation of the goods shown or described therein. These materials are not a part of the Contract.
- 4.2. The Seller must ensure that the goods upon delivery: (i) will comply with the specification agreed in writing between the parties, (ii) will be suitable for food purposes and (iii) will comply with applicable legislation.
- 4.3. The Seller may make any changes to the specifications, design, materials, ingredients, recipes or finishing treatment of the goods that: (i) are necessary to comply with applicable law and/or (ii) do not materially affect their quality.
- 4.4. The Seller reserves the right, in order to ensure the quality of the product and/or compliance with applicable legislation, to change the place of production of a particular product (production plant) and/or the supplier of raw materials in accordance with applicable legislation. The Seller may notify the Buyer of such changes if the Buyer so requests.

- 4.5. The Buyer must at all times comply with all guidelines regarding the storage of the goods arising from the Seller's goods specifications or on the packaging labels of the goods and comply with all applicable legislation relating to the goods (including storage, packaging, labelling and delivery of goods to own customers) and must not use, resell or otherwise supply or offer the goods for supply to third parties after the expiry date ("best before"). The Buyer undertakes to indemnify the Seller against all liabilities, claims, losses, costs or expenses which the Seller may suffer as a result of this breach by the Buyer.

### **5. PACKAGING**

- 5.1. Unless otherwise agreed between the Contracting parties, the Buyer shall prepare a draft design of the packaging, declarations, and labels based on the product specifications provided by the Seller. The Buyer is responsible for ensuring that all information (including nutritional values, allergens, language of labeling, and compliance with the legal requirements of the target country) is accurate, complete, and in accordance with applicable law. The Seller has the right to comment on the draft design.
- 5.2. In the event that the Buyer does not take the Seller's comments into account, the Buyer shall bear sole responsibility for any consequences arising therefrom, including (a) non-compliance of the product with the legislation of the target country, (b) costs of changing the packaging or declaration, (c) product recall from the market, and/or (d) any other legal proceedings.
- 5.3. The Seller shall not be liable for the accuracy, legality or compliance of the information provided by the Buyer, nor for the consequences of using inappropriate or illegal data in the final design.
- 5.4. All packaging used for the products must be fully compliant with the Seller's technical, safety, quality, and graphic standards (the "Incom standard"); the Buyer will be notified in a timely manner of any significant changes.
- 5.5. The Buyer is obligated to approve all packaging for products in a timely manner and in writing before the production or packaging begins. This includes, but is not limited to, approval of the graphic design

and content of the packaging. In the event of a delay in packaging approval, the Seller shall not be held liability for any delays in delivery and reserves the right to change the delivery dates and conditions.

- 5.6. Once the packaging has been approved, changes are possible only with the express written consent of the Seller. For products packaged as multipacks, changes to the packaging are permitted no more than once a year, unless otherwise agreed in writing by the parties.
- 5.7. All costs associated with changes to the packaging at the Buyer's request, including but not limited to the production or adjustment of printing plates, printing matrices, nutritional analysis, creation of new designs and translations, shall be bore exclusively by the Buyer, unless otherwise specified in the Contract or by special agreement.

## **6. PRICE AND PAYMENT**

- 6.1. The Seller shall be entitled to vary the price in the event of any changes in the specification of the goods requested by the Buyer and confirmed by the Seller or to cover additional costs incurred as a result of instructions given by the Buyer or in the event of a lack of adequate instructions given by the Buyer or to ensure compliance with the requirements set out in the provision 4.3. The Seller shall notify the Buyer of the change in price in written form 30 days prior to the effective date of the change. The notification shall include a brief explanation of the reasons for the adjustment.
- 6.2. The Seller reserves the right to adjust the agreed prices for the products in the event of objective cost increases after the conclusion of the Contract that significantly affect the cost structure of the production or delivery of the products. Such cost increases may include (but are not limited to): raw materials and packaging, energy and utilities, labor costs, taxes, duties, and contributions, as well as transportation and logistics costs.
- 6.3. The Seller is entitled to issue an invoice to the Buyer for the goods at the agreed price and all relevant insurance, transport and delivery costs that the Buyer must pay in addition to the agreed price of the goods.

The cost of special packaging at the Buyer's request shall be borne by the Buyer.

- 6.4. The Buyer must settle the entire invoice amount in euros no later than 30 days from the date of invoice issuance, without set-offs, counterclaims, deductions or reservations to the Seller's transaction account. Through individual provisions of the Contract, the Seller and the Buyer may also specify a different deadline or method of payment or prepayment.
- 6.5. If the Seller does not receive payment from the Buyer by the due date, it is entitled to temporary suspend all further deliveries of goods until payment is received and/or to receive reimbursement of all costs incurred in connection with this and/or to terminate the Contract and/or to charge statutory default interest from the date of default until the payment.
- 6.6. The Buyer undertakes to reimburse the Seller for all additional costs on a full reimbursement basis incurred in connection with the collection of any due and unpaid amount, regardless of the reason for non-payment, and to fully indemnify the Seller from any liability, expense or financial damage resulting therefrom.

## **7. DELIVERY OF GOODS**

- 7.1. Unless otherwise expressly agreed in writing by the Buyer and the Seller, the goods shall be deemed to have been delivered EXW at the location of receipt of the goods.
- 7.2. The Seller will deliver the goods to the location agreed in writing between the Contracting parties. Delivery may be made in several separate partial deliveries. The Buyer undertakes to accept delivery of the goods at any time during the day.
- 7.3. The Seller shall make every effort to deliver each customer order within the agreed time. If, despite all efforts, the Seller is unable to deliver the goods on the specified date for any reason not imputable to the Seller, this shall not be considered a material breach of Contract. Furthermore, the Seller shall not be liable to the Buyer for any direct or indirect damage caused by a delay in the delivery of the goods, except in the cases specified in this article. Any delay in delivery shall not entitle the Buyer to cancel the order.
- 7.4. Upon conclusion of a legal transaction between the Contracting parties, the Buyer

is obliged to submit to the Seller an annual forecast of the expected monthly order quantities for each product. In addition, the Buyer undertakes to regularly provide the Seller with written forecasts of the expected order quantities at pre-agreed intervals in order to enable the timely planning of raw material supplies, packaging, production capacities, and logistics.

- 7.5. The Buyer is obliged to immediately notify the Seller in writing of any significant changes to the forecast quantities. If the actual order quantities deviate by more than +/- 20% from the forecast, the Seller has the right to adjust the delivery dates, prices, or other conditions, of which it shall notify the Buyer in writing in a timely manner.
- 7.6. The Seller reserves the right to deviate in the production process within +/-10% of the final quantity of manufactured products. Such deviation does not constitute a breach of Contract. The delivered quantity shall be invoiced on the basis of the actual quantity manufactured and delivered.
- 7.7. If the goods cannot be delivered due to an act or omission of the Buyer, the goods shall be deemed to have been delivered on the due date of the invoice.

#### **8. EXCLUSION OF THE SELLER'S LIABILITY**

- 8.1. The Seller's liability arising from the Contract is limited to the amount of the purchase price that was paid or is due under the Contract, regardless of the legal basis (Contractual, tort, statutory or otherwise).
- 8.2. The Seller shall not assume any liability to the Buyer for:
  - any damage to the goods, deterioration or reduction in the quality of the goods resulting from failure to comply with instructions, technical specifications or generally accepted good practices regarding the storage, transport and/or use of the goods by the Buyer or their Contractual partners.
  - for direct or indirect damages in connection with loss of profits, loss of revenue, loss of production or loss of business opportunities, loss of business reputation or goodwill, loss of margin, liabilities of the Buyer to third parties or any other indirect damages arising out of or in connection with the Contract.

- damage, defects, or irregularities caused by the use of raw materials, components, or materials that were not suitable for use and whose defects or irregularities could not be detected by the Seller upon receipt, storage or during the regular production process, having acted with all professional care and in accordance with internal control procedures.

#### **9. LIABILITY FOR DEFECTS AND CLAIMS**

- 9.1. The Buyer must notify the Seller of any apparent defects in quantity and/or quality or non-conformity with the specification of the goods immediately and at the latest in writing within 48 hours of the date of delivery. The notification must also be supported by relevant evidence relating to the complaint. In the case of hidden defects, the Buyer's claim must be submitted immediately after their discovery, but no later than before the expiration date marked on the goods, and in any case within six months from the delivery of the goods. If the Buyer does not refuse delivery and does not provide written notification of the defect within the prescribed period of time, the goods are deemed to have been delivered properly and in accordance with the Contract, and the Buyer is not entitled to assert any claims under this title.
- 9.2. In the event of any claim that the goods are damaged, defective or do not meet specifications, the Buyer must, at the Seller's request, provide a sample of the goods in question along with details of the shipment in which the goods were delivered. In all such cases, the Buyer is obliged to immediately cease using the same goods received in the same shipment and to provide the Seller with all conditions to verify whether the goods have been properly stored and to review all testing and evaluations carried out by the Buyer.
- 9.3. In the event of a timely and justified claim concerning the quality, condition or conformity of the goods with the specifications, the Seller shall be entitled, at their discretion or free of charge, to replace the goods in question or to grant the Buyer a credit equal to the purchase price of the complained goods.
- 9.4. In the event that the Buyer fails to comply with the provisions of this article, all possible claims of the Buyer (except the claims

arising from gross negligence of the Seller) are expressly excluded. Any damage to the goods is considered to have occurred after delivery, unless the Buyer proves otherwise.

- 9.5. The Buyer must notify the Seller of any claims regarding undelivered goods or missing quantities of goods no later than 48 hours from the date of delivery. The notification must also be supported by relevant evidence relating to the complaint. In the event that the Seller has not delivered all or part of the ordered goods for reasons that are beyond the Seller's control and are not the result of the Buyer's actions, the Seller has the right, at its own discretion, to deliver the missing goods to the Buyer or issue a credit note in the amount of the value of the missing goods. The Seller hereby has no further obligation to the Buyer.
- 9.6. The Seller does not assume liability for any claims relating to a defect in goods that was apparent upon inspection carried out upon delivery or should have been carried out, and the Buyer did not immediately alert the Seller about it, although they could have done so if they had exercised due care.

#### **10. FAILURE TO TAKE DELIVERY OF THE GOODS, CANCELLATION OR REDUCTION OF THE ORDER**

- 10.1. In the event that the Buyer fails to take delivery of the ordered goods within the agreed time limit or cancels the order or reduces the ordered quantity of goods after the goods have been produced, the Buyer shall bear all liability for such remaining goods. The Buyer undertakes to pay the full cost of manufacture, packaging and any storage of residual goods and/or raw materials within 15 days of the invoice from the Seller.
- 10.2. The Seller is not obliged to store the remaining goods for more than 30 days from the date of notification of the failure to take delivery of the goods to the Buyer, unless otherwise agreed in writing. After the expiry of this period, the Seller reserves the right to destroy or dispose of the goods at the Buyer's expense.

#### **11. RESPONSIBILITY FOR EXCESS REPRODUCTIVE MATERIAL, RAW MATERIALS OR PACKAGING**

- 11.1. In the event that the Buyer changes, cancels or significantly reduces the order after the

Seller has already purchased the reproduction material, raw materials or packaging in accordance with the agreed product specifications and the announced order quantities by the Buyer, the Buyer is obliged to pay all costs incurred by the manufacturer in purchasing these materials within 15 days of the invoice from the Seller.

- 11.2. The Seller is not obliged to store raw materials, reproduction material, and packaging for more than 30 days from the date of change, cancellation, or reduction of the order, unless otherwise agreed in writing. After this period, the Seller reserves the right to destroy or dispose of the material at the Buyer's expense.
- 11.3. All raw materials, reproduction materials and packaging purchased by the Seller for the purpose of fulfilling the order shall remain the property of the Seller until they are included into the finished product. The Buyer does not acquire ownership rights over these materials unless otherwise agreed in writing between the Contracting parties.

#### **12. TERMINATION OF THE CONTRACT**

- 12.1. In the event of a material breach of any provision of the Contract and/or the general terms and conditions by the Buyer, which cannot be remedied or can be remedied, but the Buyer fails to do so within 30 days of receiving written notice from the Seller stating the breach and requesting its remedy, the Seller may immediately terminate the Contract by written notice to the Buyer.
- 12.2. In the event of termination of the Contract in accordance with point 12.1, the Buyer who has breached the Contract must reimburse the Seller for all damages and costs incurred in connection therewith.
- 12.3. The Seller may withdraw from the Contract without notice if bankruptcy or liquidation proceedings have been initiated against the Buyer, or if the Buyer ceases to operate or, in the opinion of the Seller, becomes insolvent, even if the insolvency has not been established by a court decision, or if there are other reasons on the basis of which the Seller reasonably concludes that the Buyer will not be able to fulfil its obligations.
- 12.4. The Contract is deemed to be terminated from the moment the Buyer receives written

notice from the Seller of the termination of the Contract.

### **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1. None of these provisions changes the ownership of existing intellectual property rights. In the case of the Seller's own trademarks, the Buyer shall have no rights under the Seller's intellectual property, other than the right to use or resell the goods in the ordinary course of their business. The Buyer may not remove, close or omit any trademark or other marking on the goods, nor add any additional markings or text, without the prior written consent of the Seller.
- 13.2. The Buyer undertakes to protect the Seller from all costs, expenses, liabilities, losses and damages that may arise from claims by third parties in the event of the use of recipes, plans, trademarks or materials provided by the Buyer that would constitute a violation of the intellectual property rights of third parties.
- 13.3. All drawings, materials, specifications, formula or recipe, manufacturing process, packaging design and other information provided or created by the Seller, and all intellectual property rights relating to the said material, shall remain the property of the Seller and the Buyer shall keep confidential the information derived from the said material. The Buyer may not use the material for any purpose other than that for which it was supplied. The aforementioned prohibition does not apply if the Seller has publicly published the information from the material. The Buyer must destroy the materials or return them immediately upon the Seller's request, and in any case as soon as the purpose for which the materials were delivered to the Buyer has been fulfilled.

### **14. BUSINESS ETHICS**

- 14.1. The Contracting parties undertake to respect the highest standards of corporate governance in their business operations, including the principles of transparency, accountability, ethics, and compliance with the law.
- The Seller also requires all of the above from all business partners, subcontractors, Contractors, and service providers with whose services the Seller cooperates.

- 14.2. The Contracting parties undertake not to offer, promise, give, accept or allow, directly or indirectly, any gifts, rewards, payments, benefits, or other advantages that could influence or create the appearance of influencing the impartial, fair, and lawful performance of Contractual obligations.
- 14.3. Any action contrary to this provision shall be considered a material breach of Contract and may constitute cause for immediate termination of the Contract without notice.
- 14.4. The Seller is obliged to immediately inform the Buyer of any attempt at corruption or undue influence that could affect the Contractual relationship.
- 14.5. The Contracting parties undertake to comply with all applicable regulations in the field of prevention of corruption and unfair business practices.

### **15. PRIVACY AND PROTECTION OF PERSONAL DATA**

- 15.1. The Buyer must maintain the confidentiality of all Seller's information, including personal data, disclosed to them during the term of Contractual relationship and after its termination. The Buyer must ensure (a) that no data collected from any person during the term of the Contractual relationship will be sold, disclosed, commercially exploited, or used in any way without the prior express written consent of the Seller, and (b) that all information will be used solely for the purpose for which it was acquired and to the extent required to fulfil Contractual obligations.
- 15.2. By accepting these terms and conditions, the Buyer agrees that the Seller may collect, use, and process their data (including data contained in electronic communications) solely for the purpose of conducting business relations in connection with the supply of goods.

### **16. TRADE SECRET**

- 16.1. The Buyer undertakes not to exploit for their own use, disclose or otherwise provide access to third parties to any information, data or documentation that constitutes the Seller's trade secret, regardless of the form or method of disclosure. This obligation applies both to information that was explicitly entrusted to the Buyer, as well as to that with which the Buyer became aware

indirectly or directly in the context of business cooperation with the Seller.

- 16.2. The obligation to protect business secrets applies throughout the duration of the Contractual relationship and for 5 (five) years after its termination, unless the Contracting parties agree otherwise.
- 16.3. The information that is clearly likely to cause significant damage to the Seller if it were to become known to an unauthorized person, is also considered a trade secret. The Buyer is liable for the violation if he/she knew or should have known about such a nature of the data.
- 16.4. All documents submitted to the Buyer that contain the Seller's trade secrets are considered confidential and must be returned upon request. It is prohibited to copy or forward these documents and records to unauthorized third parties.
- 16.5. For the avoidance of doubt, the Buyer and the Seller expressly agree that the contents of the Contract constitute a trade secret.
- 16.6. The Buyer undertakes to keep all confidential information of the Seller (including pricing information) confidential and to protect it at least to the same level as their own confidential information.

## **17. FORCE MAJEURE AND CHANGED CIRCUMSTANCES**

- 17.1. The Seller shall not be obliged to provide the services or to deliver to the Buyer the quantities and types of goods under the Contract, nor to meet the delivery deadline in the event of force majeure. The Seller shall also be free from liability for damage caused by force majeure. Force majeure refers to the circumstances that occurred due to a cause beyond the Seller's control and whose effects could not have been foreseen, prevented or avoided (unforeseeable and uncontrollable external events). Force majeure is understood to mean events such as: earthquakes, fire, floods, riots, wars or armed conflicts, terrorist attacks, epidemics, power outages, Internet outages, strikes or other work interruptions due to administrative or other administrative restrictions or prohibitions, such as embargoes, confiscations, restrictions on financial transactions, restrictions on transport, shortages of materials on the global market, reductions in energy supplies and other obstacles that are independent of

the Seller's will. Force majeure shall also include a shortage of materials or services at the Seller's suppliers or companies that the Seller involves in fulfilling of Contractual obligations, as well as their delays in delivering goods or services to the Seller.

- 17.2. If the Seller's obligations are prevented from being fulfilled for reasons referred to in the previous paragraph, the Seller must immediately notify the Buyer. In this case, the Seller's obligation shall cease for the time when its fulfilment is difficult or impossible, if the Seller could not prevent, eliminate or avoid the circumstances that arose.
- 17.3. If force majeure lasts more than one month, the parties shall agree on the further fate of the legal transaction. If the parties are unable to reach an agreement, each party has the right to unilaterally terminate the legal transaction by giving written notice to the other party.
- 17.4. The Seller reserves the right to change the conditions of the Contract if the circumstances that are beyond the Seller's control and could not have been foreseen in advance, change after the conclusion of the Contract in such way that the fulfilment of the Contract would be significantly more difficult, or that the purpose of the Contract could not be achieved, and to notify the Buyer of this by written notice. Changed circumstances include, but are not limited to, changes in legislation and regulations applicable to the Contract, measures taken by domestic or foreign government authorities (states of emergency, sanctions, embargoes, etc.), and a significant and sudden increase in the prices of raw materials, goods or services.
- 17.5. If the Buyer does not agree with the amended Contractual terms, they have a right to withdraw from the Contract without notice and without paying compensation, and they are deemed to have accepted the amended Contractual terms if they do not refuse the delivery of goods after being informed of the amendment. For the avoidance of doubt, the Buyer, despite withdrawing from the Contract, is obliged to pay the Seller all goods already received and all other due and unpaid obligations in connection with the Contract or legal transaction.

**18. APPLICATION**

- 18.1. These General Terms and Conditions of Sale shall prevail over and exclude any general or special terms and conditions of the Buyer. The Seller shall only be bound by such general or special conditions of the Buyer if expressly and mutually agreed in writing by both parties.
- 18.2. The mere reference or mention of a Buyer's letter containing its General terms and Conditions does not imply that the Seller agrees to the validity of those general terms and conditions.
- 18.3. The current version of General Terms and Conditions of Sale is published on the Seller's website [www.incomeleone.com](http://www.incomeleone.com) and are valid from 12.08.2025 onwards. The Buyer is deemed to be validly informed of these conditions upon publication.
- 18.4. The General Terms and Conditions of Sale are valid for an indefinite period or until amended.
- 18.5. If the Buyer and Seller wish to establish a commercial relationship that materially deviates from the provisions of these Terms and Conditions of Sale, such deviation must be expressly agreed upon in writing.
- 18.6. The invalidity of any provision of these General Terms and Conditions or of any transaction shall not affect the validity of the remaining provisions of these General Terms and Conditions and/or of any transaction entered into pursuant to them.
- 18.7. These General Terms and Conditions are written and adopted in the original Slovenian language and translated into English. In the event of any discrepancy or inconsistency between the Slovene and English versions, the Slovene version shall prevail for the purposes of legal interpretation.

**19. FINAL PROVISIONS**

- 19.1. The law of the Republic of Slovenia shall govern the interpretation and application of all provisions of these General Terms and Conditions, as well as the regulation of all legal relationships arising from or in connection with them.
- 19.2. Any disputes arising from or related to the Contractual relationship will be resolved by the Contracting parties amicably. Unless otherwise agreed between the Contracting parties, the court in the Republic of Slovenia shall have jurisdiction over all disputes relating to the Contract. In the event of a

dispute, the law of the Republic of Slovenia shall apply.

- 19.3. The failure to exercise any right or remedy under the Contract shall not constitute a waiver of that right or remedy, nor shall it prevent or limit the subsequent exercise of the same or another right. A waiver of a right, remedy or breach is valid only if given in writing and signed by the party giving it and is valid only for the specific case for which it was given.

**INCOM Proizvodno trgovsko podjetje d.o.o.**  
**Ajdovščina**, Tovarniška cesta 6A, 5270  
Ajdovščina,

Ajdovščina, 12.08.2025