

GENERAL TERMS AND CONDITIONS OF PURCHASE - INCOM d.o.o.

1. GENERAL PROVISIONS

- 1.1. The General Terms and Conditions of Purchase of INCOM Proizvodno trgovsko podjetje d.o.o. Ajdovščina (hereinafter referred to as: the Company) define the regulation of all mutual relations, rights, and obligations between the Company and its Suppliers.
- 1.2. These General Terms and Conditions of Purchase shall apply to and form an integral part of every contract for the purchase of goods and/or services concluded between the Company and the Supplier, whether written or oral, and shall also apply and be used to all negotiations, tenders, orders and other legally relevant acts carried out in the context of the contracting process.

2. DEFINITION OF TERMS

- 2.1 **Contract** means the contract and/or order based on a confirmed quotation or any similar document relating to the supply of goods and/or the performance of services concluded between the Company and the Supplier (including any annexes, agreed amendments and supplements thereto).
- 2.2 **Goods** means the goods defined in the Contract which are provided by the Supplier to the Company in accordance with the Contract and these General Terms and Conditions.
- 2.3 **Service** means a service, as defined in the Contract, provided by the Supplier to the Company in accordance with the Contract and these General Terms and Conditions. Anything stated in these General Terms and Conditions with respect to goods shall apply mutatis mutandis to services.
- 2.4 **Price** is the amount agreed in the Contract and paid by the undertaking to the Supplier in return for the supply of goods and/or services.
- 2.5 **Purchase order** means a written order (order form, e-mail, contract) to a Supplier to purchase goods or services.
- 2.6 **Company** means an INCOM d.o.o. group company that purchases goods and/or services from a Supplier.
- 2.7 **Supplier** means a supplier of goods and/or services.
- 2.8 **Applicable law** means all national and international laws, regulations and standards applicable to the conduct of business between the Contracting Parties, including standards

adopted by governmental regulatory authorities and notices issued by governmental regulatory authorities and all generally applicable industry standards.

- 2.9. **Insolvent** means that the Supplier 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.
 - 2.10. **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, in any country.
- ### **3. CONCLUSION AND AMENDMENT OF THE CONTRACT**
- 3.1. An order is binding on the Company only if it is given in writing. If the Supplier confirms the purchase order and at the same time proposes to change or amend it in any respect, the purchase order shall be valid only if it is confirmed in writing by a legal representative of the Company or an employee of the Company specifically authorised to do so.
 - 3.2. Orders can be generated by the system and submitted electronically by the Company or copied by fax or email to the Supplier and may include details of the goods ordered (including specification), details of the services to be provided (including scope of service and service levels) and confirmation of the price.
 - 3.3. If there is any discrepancy or ambiguity in the description or quantities in the order, the Supplier shall immediately refer the matter to the Company for its assessment and confirmation before proceeding with the order, otherwise it shall be solely responsible for any errors or deviations.

- 3.4. A change to the order is subject to the prior written agreement of the Company and acceptance of the change by the Supplier. No variation of an order shall be valid unless agreed and confirmed in writing by both Contracting Parties and incorporated in a revised and duly issued order.
- 3.5. The Company may cancel the order at any time, provided that it will reimburse the Supplier for the costs incurred up to the date on which the Supplier receives the cancellation.
- 3.6. The Company reserves the right to change or postpone the estimated delivery date if operational or other justifiable circumstances dictate so. The Supplier will be notified of the change within a reasonable period of time, normally at least three (3) working days before the originally agreed delivery date.

4. OBJECT AND SCOPE OF SUPPLY

- 4.1. The Supplier undertakes to sell and the Company to purchase the goods and/or services in accordance with the terms and conditions of the Contract and these General Terms and Conditions.
- 4.2. The Supplier does not have the exclusive right to supply certain goods and/or services to the Company. The Company reserves the right to purchase the same or similar goods and/or services from other suppliers.
- 4.3. In the event that the Company wishes to modify the specifications of the goods prior to delivery, the Contracting Parties undertake to enter into good faith negotiations with a view to reaching agreement on the modifications in question, including any adjustments to the price, delivery times, payment terms and conditions or other provisions of the Contract.

5. QUALITY OF GOODS

- 5.1. The Supplier is obliged to ensure that the goods to be supplied:
- in accordance with the approved order specifications, both in terms of quality and quantity requirements and all other specific features of the order;
 - appropriate for the purpose specified by the supplier when placing the order or which was known to them or should have been known to them under the circumstances. If such a purpose is not specified or known, the goods must be suitable for the normal purpose of goods of the same type;

- unless otherwise agreement, the goods must be properly labelled and packaged in accordance with the regulations in force in the European Union. Each delivery must be accompanied by all necessary documentation in physical or electronic form.

- 5.2. The Supplier must ensure that the assessment of risks to human health and environmental impacts associated with the use of the goods is carried out in accordance with European Union legislation and generally accepted practices. The Supplier must, at the request of the business, obtain more information about the use of the goods if necessary to carry out a risk assessment, to comply with a legally required registration or to meet other legal or regulatory requirements.

- 5.3. The Company has the right to inspect the quality of the goods at the place of production at any time during all stages of the production of the goods. This right of the Company shall not reduce the Supplier's liability under these General Terms and Conditions.

6. QUALITY OF SERVICE

- 6.1. The Supplier undertakes that the services provided in accordance with these General Terms and Conditions (whether or not related to the supply of the goods) shall be provided with the due care and professionalism expected of a professional and experienced service provider. The Supplier undertake to provide sufficient resources to deliver the agreed and expected level of service.
- 6.2. The Supplier shall be responsible for the performance of the services of its employees and/or subcontractors who perform the services. Unless otherwise agreed in writing between the Contracting Parties, the Supplier shall also be responsible for supervising the work of its employees and/or subcontractors.
- 6.3. The Company will provide the necessary safety training and/or ensure that the supplier and its staff/subcontractors have received appropriate information on procurement, safety and security in the workplace. The Supplier shall familiarise itself with the working conditions at the place where the services are provided and ensure that its employees/subcontractors are informed of and comply with the safety regulations and Company instructions in force at the place where the services are provided.
- 6.4. Unless otherwise agreed in writing, services will be provided during normal working hours, at the

place or premises where the service is normally provided.

- 6.5. The Supplier must comply with all applicable legislation and Company's internal acts relating to service providers. The same applies to the Supplier's subcontractors. Upon the Company's request, the Supplier shall provide in a timely manner all reports and information related to the services or its employees and subcontractors, to the extent that the Company needs them to comply with its legal obligations or in other justified cases.

7. DELIVERY OF GOODS

- 7.1. The Supplier is obliged to deliver the goods in accordance with the Contract and within the time or period specified in the Contract or in the individual order.
- 7.2. Title to the goods shall pass to the Company in accordance with the agreed provisions of INCOTERMS 2020.
- 7.3. Delivery and unloading of the goods shall take place at Tovarniška cesta 6a, 5270 Ajdovščina, Slovenia, or at any other agreed warehouse within the timeframe set by the Company, from Monday to Friday, in accordance with the warehouse's schedule.
- 7.4. Goods shall be deemed not to have been delivered if the Supplier fails to submit a delivery note signed by an authorized employee of the company confirming the receipt.
- 7.5. The Supplier must provide the Company with appropriate instructions for the handling and storage of the goods in accordance with the specification of the goods. If the instructions are not enclosed and marked on the delivery note on the pallet or carton, the goods shall be deemed to be suitable for normal storage procedures without special requirements. The Supplier shall be liable for any damage caused to the Company as a result of missing, incomplete or inadequate handling or storage instructions.
- 7.6. All deliveries must comply with the Company's purchase order and with all applicable technical specifications, including packaging requirements, labelling and other instructions of the Company. If the Contracting Parties so agree, the Supplier shall be obliged to accept returnable packaging such as pallets, crates or other transport units.

8. DELAY IN DELIVERY OF GOODS

- 8.1. The Supplier is obliged to respect the agreed delivery times. The goods must be delivered to the Company in perfect condition, within the normal working hours and at the place specified in the order and with all necessary shipping documents.
- 8.2. The time limit for delivery shall constitute an essential element of the Contract, unless otherwise agreed in writing between the Contracting Parties. If the Supplier fails to deliver the goods within the agreed time and if the delay is not due to force majeure as defined in Article 21, the Supplier shall be liable to pay to the Company, for non-performance or delay in performance, a liquidated damages equal to 20% of the contract value for the unperformed obligations, or, if the actual cost of the failure to produce is greater due to the supplier's delay, to reimburse that cost, together with any handling costs, to the extent that they exceed the amount of the liquidated damages referred to above.
- 8.3. If the Supplier fails to deliver the goods within a 24 hours from the receipt of written notice of the delay by the Company, the Company shall be entitled to withdraw from the Contract and purchase the goods from a third party, and the Supplier shall reimburse the Company for any additional costs incurred by the Company as a result of such purchase, including any price difference, logistics costs and other directly related costs.
- 8.4. The Supplier must notify the Company immediately, and at the latest within 24 hours of the occurrence of circumstances affecting the timely delivery, stating the reasons for the delay, the estimated duration of the delay and the measures to be taken to remedy it.
- 8.5. Partial acceptance of delivery does not mean that the Company waives its rights or its rights to object to the (partial) delivery of the goods/the (partial) performance of the services.

9. GENERAL OBLIGATIONS OF THE SUPPLIER

- 9.1. The Supplier undertakes:
- to carry out the supply of goods/services in a perfect, professional, correct and timely manner, with all due care expected of a good professional and in accordance with applicable law and professional rules;

- to supply the Company with copies of all necessary certificates relating to the provision of health and food safety requirements or other specific dietary requirements, e.g. vegetarian, halal, kosher, and to comply strictly with the requirements of these certificates;
- to enable the Company to make an assessment of the suitability of the goods;
- to provide the Company, within a reasonable time and at no additional cost, with any information or documentation relating to the goods and/or services, including any reports it may request, in the manner, form and frequency specified;
- to comply strictly with all applicable legislation, including all rules, regulations and other legal acts affecting the performance of the Contract, and to obtain in a timely manner all necessary licences, permits and consents required for the performance of its activities, and to ensure that its employees do the same;
- to use all reasonable diligence to take all reasonable steps to ensure the timely and uninterrupted delivery of the goods and/or services without undue delay.

10. SUPPLIER GUARANTEES

(a) SERVICES

- 10.1. The Supplier warrants that:
- (a) the services will be provided in an efficient, professional, timely, professional and safe manner, in accordance with applicable standards; and
 - (b) with the degree of skill and care that may reasonably and ordinarily be expected of a qualified and experienced supplier operating in the same or similar field and complying with all applicable laws.
- 10.2. The Supplier warrants that its premises, production and packaging systems, processes, machinery, facilities, goods, services, ingredients and materials comply with all applicable laws and industry standards, food-specific certifications (if required) and laws relating to food, food safety, consumer protection, occupational health and safety and environmental legislation.

(b) GOODS

- 10.3. The Supplier warrants that the goods will be in perfect condition, unused, unprocessed and fit for human consumption, with an adequate shelf life, in compliance with the applicable

food, food safety and consumer protection regulations, of the agreed quality, composition and description, free from adulteration with unauthorised substances, free from defects in material, composition and packaging, and properly labelled and accompanied by all the required documents.

- 10.4. The Supplier warrants that the Goods are not subject to any legal obligation, mortgage, lien, order, court protection or other encumbrance and that the Supplier shall have the right to transfer ownership of the goods to the Company without any restriction whatsoever.
- 10.5. The Supplier warrants that there are no circumstances, facts or considerations of which the Supplier is aware or ought to be aware which it ought to have disclosed to the Company which could in any way influence the Company's decision to choose the Supplier for the supply of the goods and/or services.
- 10.6. The Supplier shall give the Company access to its production facilities, processes and practices in order to assess compliance with the Company's requirements, applicable legal and regulatory requirements, internal quality standards and other manufacturing standards.
- 10.7. If the Company finds that the Supplier does not comply with the applicable regulations or the Company's supply or quality policies, the Supplier must reimburse the Company for any inspection costs incurred.

11. LIABILITY FOR ERRORS

- 11.3 The Company will inspect the goods delivered upon receipt, as far as possible given the nature of the goods. The Company shall notify the Supplier of any apparent defects in quantity, quality or other non-conformity with the provisions of the Contract and/or these General Terms and Conditions within a reasonable period after discovery.
- 11.2 The Supplier is also liable for hidden defects which, despite careful inspection, could not have been detected by the Company upon receipt of the goods. The Company must report such defects in writing to the Supplier without undue delay after discovering them, but no later than three (3) days after detecting the error.
- 11.3 The Supplier shall replace, without delay and at own expense, any goods which do not conform to the agreed specification and shall compensate the Company for any damage

suffered by it as a result of such defects. If agreed in writing between the Supplier and the Company, the goods replaced may also have a shorter shelf life or any other deviation from the specification of the goods. Unless otherwise agreed in writing, the Supplier's warranties shall remain valid until the expiry of the useful life of the goods or until they are used up in the production process.

- 11.4 If the Company accepts goods which do not fully or partially conform to the agreed specification but which are nevertheless suitable for further use in production, the Supplier shall grant the Company an appropriate discount for the goods supplied in accordance with the agreement. In the event that additional labour is required for the continued use of such goods in production, the Supplier shall bear all related costs in accordance with the specification of the additional labour hours actually worked.
- 11.5 In the event of a defect, the Company has the right to claim a refund, replacement, price reduction or compensation, in any order. The Supplier shall indemnify the Company against all direct and indirect costs, damages or other claims arising from the use or processing of such goods.

12. INSURANCE

12.1 General liability insurance

Pursuant to these General Terms and Conditions or the applicable Contract or other related documents, the Supplier shall, for the entire duration of the contractual relationship, maintain adequate general liability insurance covering damages which may be incurred by the Company and/or third parties in connection with the performance of its activities and liability insurance for the products supplied (including product recall cover) or in connection with the provision of services.

12.2 Supplier's liability insurance

Pursuant to these General Terms and Conditions or the applicable contract or other related documents, the Supplier shall, throughout the duration of contractual relationship with the Company, have in place, for all items and services supplied to the Company, adequate insurance against Supplier's liability and extended liability to cover damages that may be incurred by the Company and/or third parties.

- 12.3 The Supplier shall, at the request of the Company, demonstrate the above conditions by providing an official statement/certificate from the insurance company or a copy of the insurance policy showing the required insurance coverages, a copy of the policies and proof of payment of current binding premiums.

13. PRICE, INVOICING AND PAYMENT TERMS

- 13.1. Upon completion of delivery, the Company will pay the goods and/or services to the Supplier at the price and within the time limit specified, on the basis of a validly issued and certified invoice. The Supplier is obliged to provide the Company with a valid transaction account certificate at the time of invoicing.
- 13.2. The Supplier must issue an invoice for each order, which must contain all the statutory information required by Slovenian law. The invoice must include the full order number and, if applicable, the delivery note number. The invoice must be accompanied by proof of the service or goods and a specification of the service performed or a confirmed delivery note. The product name, price, quantity, item order and item number on the invoice and on the order must match. The invoice is sent to the Company's email address: e.racuni@leone.si. Invoices sent to another email address will not be accepted.
- 13.3. The Company will acknowledge or reject the invoice, with a reasoned explanation, within 8 days of receipt. If the invoice is rejected by the Company, the Supplier must issue a credit note in accordance with the Contract and these Terms and Conditions.
- 13.4. Unless otherwise agreed in writing, the price for the goods/services shall be fixed for the entire duration of the Contract and shall not be subject to change. Any price change that has any effect on increasing the Supplier's costs (e.g. labour or material costs, energy costs) cannot affect the change in the agreed price.
- 13.5. The price of the goods is agreed upon confirmation of the order. No other costs may be charged to the Company unless the parties expressly agree otherwise in the Contract.
- 13.6. Any changes to the prices must be confirmed by a written agreement signed by both Contracting Parties. Price increases are only valid with the express written consent of the Company and must be submitted to the Company at least 90 days prior to the effective date of the new price list.

- 13.7. The Company reserves the right to withhold payment of any invoice from the Supplier if the goods have not been delivered in accordance with the terms of the Contract and these General Terms and Conditions.
- 13.8. If the goods or services are defective, the Company is entitled to withhold payment for invoices issued by the Supplier for the supply of defective goods or services until the defects have been rectified or until final agreement has been reached with the Supplier. In the event of material or legal defects in the subject of the purchase, the Company shall be entitled to withhold payment in full until the defects have been fully remedied.

14. SUBCONTRACTORS

- 14.1. The Supplier shall not subcontract the supply of goods/services without the prior written consent of the Company.
- 14.2. If the Supplier, with the express agreement of the Company, subcontracts a part of the supply of goods/services, the Supplier shall remain fully responsible for the correct and timely fulfilment of the contractual obligations. The Supplier shall ensure that the subcontractor complies with all requirements and conditions applicable to the Supplier under the Contract and these General Terms and Conditions.
- 14.3. The Supplier must also obtain the prior written consent of the Company in the event of replacement of existing or already approved subcontractors.
- 14.4. The Supplier shall be liable for the acts of its subcontractors as for own acts.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. None of these provisions affects the ownership of existing intellectual property rights. All drawings, materials, specifications, formulas or recipes, manufacturing processes, packaging designs and other information provided or created by the Company and communicated to the Supplier for the purpose of supplying the goods and/or performing the services shall remain the exclusive property of the Company. This is not the case if the Company has publicly disclosed the information in question in the material, and only to the extent that it has actually been disclosed.
- 15.2. The Supplier shall destroy or return all material immediately upon request by the Company, and in any event as soon as the purpose for which

the material was delivered to the Supplier has been fulfilled.

- 15.3. The Supplier expressly warrants to the Company that no third party rights are infringed in connection with the supply of the goods and/or the performance of the services.
- 15.4. All intellectual property rights in documents, data and other deliverables arising from the provision of the services shall pass to the Company in full.
- 15.5. The Supplier shall have the right to use the information, materials, data and intellectual property rights set out in clauses 15.1 and 15.4 only to the extent necessary for the supply of the goods or the performance of the services to the Company.

16. DAMAGE AND LIABILITY FOR DAMAGES

- 16.1. The Supplier shall be liable to the Company for any direct or indirect damages, including loss of profits or interruption of production or services, suffered by the Company.
- 16.2. The Supplier shall indemnify the Company against all claims, losses and all other liabilities (whether jointly or severally) arising out of or based on any cause whatsoever (including strict liability) arising in connection with any defect or deficiency in any goods or services supplied by the Supplier or arising out of the Supplier's failure to comply with the provisions of this Contract and/or applicable law.
- 16.3. The Company shall not be liable in respect of any claims by customers under the Consumer Protection Act arising out of dangerous, defective, contaminated or faulty goods and/or services.

17. BUSINESS ETHICS

- 17.1. The Contracting Parties committed to upholding the highest standards of corporate governance in the conduct of its business, including the principles of transparency, accountability, ethics and legal compliance. The Company also requires all of the above from all business partners, suppliers, subcontractors, contractors and service providers with whom the Supplier does business.
- 17.2. The Parties undertake that, in the performance of the Contract, they shall not, directly or indirectly, offer, promise, give, accept or permit any gift, gratuity, payment, advantage or other benefit which may influence or appear to influence the impartial, fair and lawful performance of the obligations of the Contract.

- 17.3. Any conduct contrary to this provision shall be considered a serious breach of the Contract and may constitute grounds for immediate termination of the Contract without notice.
- 17.4. The Supplier is obliged to inform the Company immediately of any attempt at bribery or undue influence which may affect the contractual relationship.
- 17.5. The Contracting Parties undertake to comply with all applicable regulations on the prevention of corruption and unfair business practices.

18. TERMINATION OF THE CONTRACT

- 18.1. In the event of material breaches of the Contract and/or these General Terms and Conditions, or in the event of multiple repeated breaches by the Supplier which are not remedied by the Supplier within eight (8) days of receipt of the Company's written notice, the Company shall be entitled to withdraw from the Contract immediately without any liability to the Supplier, in which case the company is liable to claim damages from the supplier.
- 18.2. In the event of termination of the Contract pursuant to Clause 18.1, the Supplier in breach of the Contract shall indemnify the Company for all damages and costs incurred by the Supplier in this respect.
- 18.3. The Company may withdraw from the Contract without notice if the Supplier is bankrupt or being wound up, or has ceased trading or, in the Company's assessment, has become insolvent, even if the insolvency has not been declared by a court decision, or if there are other grounds on which the Company has reasonable grounds to conclude that the Supplier will not be able to fulfil its obligations.
- 18.4. The Company shall have the right to terminate the Contract at any time without giving any reason by giving three (3) months' prior written notice. The cancellation period starts from the date of receipt of the written notice from the Company regarding the termination of the contract. The Contract is deemed to be automatically terminated upon expiry of the notice period.
- 18.5. In the event of early termination of the Contract by the Company, the Supplier shall be entitled to compensation equal to the value of the goods ordered and/or the services provided up to the date of termination. Goods supplied by the Supplier until the termination of the Contract remain the property of the Company.

19. PRIVACY AND PROTECTION OF PERSONAL DATA

- 19.1. The Supplier shall, throughout the duration of the contractual relationship and even after its termination with the Company, keep confidential all information of the Company, including personal data of which it becomes aware in the course of such relationship. The Supplier shall ensure that (a) no data collected from any person in the course of the supply of the goods/services shall be sold, disclosed, commercially exploited or used in any way without the prior express written consent of the Company and (b) all data shall be processed solely for the purpose for which it was obtained and to the extent necessary for the performance of the contractual obligations.
- 19.2. By accepting these Terms and Conditions, the Supplier agrees that the Company shall collect, use and process the Supplier's data (including data contained in electronic communications) solely for the purpose of the performance of the business relationship in connection with the supply of goods and/or services.

20. TRADE SECRET

- 20.1. The Supplier undertakes not to exploit for own use, disclose or otherwise make available to third parties any information or documentation constituting trade secrets of the Company, regardless of the form, content or method of disclosure. This obligation applies both to information that has been expressly entrusted to the Supplier as a business secret and to information that has come to the Supplier's knowledge, directly or indirectly, in the context of a business relationship with the Company.
- 20.2. The obligation to protect trade secrets applies throughout the duration of the contractual relationship and for five (5) years after its termination, unless the Contracting Parties agree otherwise.
- 20.3. The information that is clearly likely to cause significant damage to the Company if it were to become known to an unauthorized person, is also considered a trade secret. The Supplier is liable for the violation if knew or should have known about such a nature of the data.
- 20.4. In case of doubt, the information in question is considered to constitute a trade secret.
- 20.5. The Supplier shall limit the disclosure of such confidential materials and information to its employees, agents or subcontractors to the minimum extent necessary to fulfil its obligations to the Company and shall ensure

that employees, agents, subcontractors and other persons who become aware of the Company's sensitive information take this into account.

21. FORCE MAJEURE AND CHANGED CIRCUMSTANCES

- 21.1. Neither Contracting Party shall be liable to the other Contracting Party for any delay or failure to perform its obligations if the delay or failure is due to circumstances constituting force majeure. Force majeure are extraordinary and irresistible circumstances which could not have been foreseen, avoided or averted and which occur after the conclusion of the legal transaction and are beyond the will or sphere of the Contracting Party's legal transaction, such as natural disaster, war, terrorism, etc.
- 21.2. The following events are not considered force majeure: strike, accident, shortage of equipment or accessories, equipment breakdown, adverse traffic conditions, supply issues, import/export restrictions.
- 21.3. The Contracting Party affected by force majeure shall be exempt from liability for its failure to fulfil its obligations during the period of force majeure. The Contracting Party affected by the force majeure must notify the other party of the occurrence of the circumstances constituting force majeure immediately and at the latest within 48 hours of the occurrence of the circumstances constituting force majeure. In the event of force majeure, both Contracting Parties shall endeavour to prevent or minimise any damage or costs arising from such force majeure event and to ensure the smooth operation of the business. If a Contracting Party to a transaction fails to notify the other Contracting Party of the occurrence of force majeure, the Contracting Party loses the right to use the force majeure as a justification, excuse or basis for exercising other rights that it would otherwise have been able to exercise due to the circumstances of the force majeure.
- 21.4. If one of the parties is unable to fulfil its obligations due to force majeure for a period exceeding thirty (30) days, the other Contracting Party shall have the right to withdraw from the Contract immediately without any obligation to the other Contracting Party. Notice of termination must be given in writing. The Contract shall be deemed to be terminated as from the moment of receipt of

the written notice of termination by the other Contracting Party.

22. TRANSFER OF RIGHTS AND OBLIGATIONS

- 22.1. The Supplier shall not be entitled to transfer or assign the transaction and/or any rights in relation to the claims and performance of the obligations under the transaction to a third party without the prior written consent of the Company.
- 22.2. The Company has the right to transfer the Contract, together with the corresponding rights and obligations, to a third party if it becomes the owner of the Company or acquires an ownership interest in it.

23. APPLICATION

- 23.1. These General Terms and Conditions of Purchase shall prevail over and replace in their entirety any general or special terms and conditions of the Supplier. Such terms and conditions of the Supplier shall only be binding on the Company if expressly agreed in writing.
- 23.2. The mere reference to or mention of a Supplier's letter containing its General Terms and Conditions of Purchase does not imply that the Company agrees to the validity of those general terms and conditions.
- 23.3. The current version of General Terms and Conditions of Purchase is published on the Company's website www.incomleone.com and shall be valid as of 12.08.2025 onwards. The Supplier is deemed to be validly informed of these conditions upon publication.
- 23.4. The General Terms and Conditions of Purchase are valid for an indefinite period of time or until amended.
- 23.5. If the Company and the Supplier intend to establish a business relationship that deviates from the provisions of these General Terms and Conditions of Purchase, such deviations must be expressly agreed upon in writing.
- 23.6. 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.
- 23.7. 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.

24. FINAL PROVISIONS

- 24.1. The law of the Republic of Slovenia shall apply to the interpretation and application of all provisions of these General Terms and Conditions, as well as the regulation of all legal relations arising from or in connection with them.
- 24.2. 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.
- 24.3. 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