

GENERAL TERMS AND CONDITIONS

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I. GENERAL

Reliability at Work

1. The following General Terms and Conditions apply to all business transactions between BOSIO d.o.o. (hereinafter referred to as the "Seller") and its customers (hereinafter referred to as the "Buyer"). They are presented to the Buyer at the time an offer is made and can also be obtained by the Buyer at <https://www.bosio.si/en/General-Terms-and-Conditions>. They apply regardless of any other terms and conditions and side agreements, except for contractual agreements made between the Buyer and the Seller in writing.
2. Any deviating terms and conditions of the Buyer do not become part of the contract even if a purchase order has been accepted by the Seller.
- 3.

II. NATURE AND SUBJECT MATTER OF THE CONTRACT

1. The items delivered and services provided only include those stated in the delivery contract (or in the offer underlying the delivery contract). Unless otherwise agreed in writing, the following items are excluded: foundations, cable ducts, all pipelines for supply and disposal of all media, connecting cables outside the furnaces, electric supply, unspecified equipment and system components, the laying of cables and of sewer and pit covers, charging baskets and racks. Side agreements and amendments must be confirmed by the Seller in writing. As regards the delivered items, only those properties are considered guaranteed which are expressly designated in a written guarantee statement and assured by the Seller in a legally effective manner.
2. The written order confirmation issued by the Seller determines the scope of delivery and service. In cases where no order confirmation is issued – if the Seller has submitted a time-limited offer and the Buyer accepts such offer within the stipulated time – the terms of the offer prevail.

III. OFFER, DOCUMENTS

1. Offers submitted by the Seller are non-binding. As a rule, offers and drawing proposals are made free of charge. Any additional drawings and calculations prepared at the request of the enquirer will be invoiced to the customer in the event that no delivery contract is validly concluded and maintained.
2. Technical specifications and plans: In general, weights, dimensions, consumption data, performance figures, and all other data listed in the Seller's documents are for reference purposes only and are therefore not binding. It is the Seller's exclusive right, and the Buyer hereby agrees, to make changes and modifications to the delivered items if the Seller considers them to be beneficial to the facility or its operation.
3. The Seller reserves property rights and copyrights to samples, cost estimates, offer and project documents, drawings, as well as other physical and non-physical information, including in electronic form. The Buyer expressly agrees to use the information received from the Seller exclusively for the intended purpose of the delivered items and in strict conformity with the Seller's interests. No documents may be reproduced or made available to third parties without the Seller's permission.

4. Drawings and other documents associated with an offer must be returned without delay in the event that the contract is not awarded to the Seller.

IV. PRICE AND PAYMENT

1. Unless otherwise agreed, prices are ex works (EXW according to INCOTERMS 2020), uninsured, exclusive of loading, packaging, ARA licensing costs and any other charges, fees and value-added tax. The prices stated in the Seller's offer, the Buyer's purchase order and the Seller's order confirmation do not include any services and obligations not specifically mentioned.
2. If an order is placed that deviates from the overall offer, the Seller reserves the right to adjust the prices.
3. Unless specifically agreed, payment is to be made immediately upon receipt of the invoice by confirmed bank transfer, without any deductions, free of transaction charges to the Seller's paying agent, as follows: 30% of the total contract value as a down payment upon receipt of the order confirmation and invoice, 60% of the total contract value upon notification that the items listed in the delivery contract are ready for dispatch and receipt of the invoice, and 10% of the total contract value upon acceptance.
4. In the event of late payment, the Seller is entitled to charge default interest, starting from the first day of delayed payment, at a rate of 9.2 (nine point two) percentage points above the 3-month EURIBOR p.a. plus bank charges, value-added tax, reminder fees and any attorney fees.
5. Bills of exchange are accepted only as payment pending full discharge of the debt. Any related interest and charges are borne by the Buyer. Bills of exchange are accepted only upon special agreement and only if they can be discounted.
6. The Buyer is not entitled to withhold payments or to offset them against claims of any kind the Buyer may have against the Seller.
7. Should the Buyer fail to duly comply with its payment obligations, the Seller is entitled to suspend performance of its contractual delivery and assembly obligations towards the Buyer until payment has been made by the Buyer. The Seller is entitled to cancel any payment agreement and declare the outstanding amounts to be due and payable immediately if the other party's financial situation deteriorates significantly, in particular in the event of delayed payment of 1/3 or more of the price, an adverse change in legal conditions, a suspension of payments, unsuccessful enforcement proceedings, or the opening of composition or bankruptcy proceedings or the dismissal of such proceedings due to a lack of assets to cover the costs. In all of these cases, the Seller is entitled to withdraw from the concluded contracts entirely or with regard to the items not yet delivered, or – at the Seller's option – to require advance payment or security for the outstanding deliveries. The Buyer is obligated to pay damages and, in particular, provide compensation for all expenses.
8. The Buyer is deemed to be in default of payment if the Buyer fails to pay any of the Seller's invoices in full immediately upon receipt. This provision notwithstanding, the Buyer is deemed to be in default if the Buyer fails to make a payment on a particular date specified in the contract. Statutory provisions according to which the Buyer is automatically considered to be in default after receipt of an invoice and expiry of the statutory deadline remain unaffected.
9. Should the Buyer remain in delay with accepting the subject matter of the contract or fulfilling its payment obligations for more than six weeks after having received notice that the goods are ready for dispatch, the Seller is entitled to withdraw from the contract and claim damages for non-performance after having granted a grace period of 14 days.

10. If the Seller claims damages for non-performance, the Seller is entitled to compensation equal to at least 15% of the sales price. This does not preclude the Seller from claiming any higher damages.
11. Should the Seller not make use of the rights stated above, the Seller has – without detriment to its other rights – the power to freely dispose of the subject matter of the contract.
12. In the event of an increase of non-foreseeable costs related to the total costs of the Products occurring during the time the Contract has become fully implemented, which is delivery of the products, BOSIO d.o.o is entitled to make reasonable changes to the prices in line with the changed circumstances. The changes are possible in all circumstances where Bosio d.o.o. cannot be held responsible for them, including, but not limited to, cost increases due to changes in legislation, changes in manufacturing costs, wages, raw material, tariff agreements, commodity prices, foreign exchange rates, technical standards, regulations, and similar. When any such increase results in a price increase of more than 10% to the initially agreed price, Bosio d.o.o.

V. DELIVERY PERIODS, FORCE MAJEURE

1. Unless otherwise provided in the contract, delivery periods start upon dispatch of the order confirmation.
2. The delivery period is considered met if the items to be delivered have left the plant or if the notification of readiness for dispatch has been issued before the expiry of the delivery period.
3. Compliance with the delivery period is subject to fulfillment of the Buyer's contractual obligations.
4. If the items to be delivered have been made available but cannot be delivered to the Buyer for reasons for which the Seller is not responsible, the delivery is considered to have been validly executed as soon as the notification of readiness for dispatch has been issued. In such a case, the agreed payments are due and payable, and the costs of storage, guarding and insurance are borne by the Buyer.
5. The delivery period and the deadlines for assembly and commissioning of the delivered items – if agreed – are extended by a reasonable period if the Buyer fails to comply with its contractual obligations in due time, in particular, 1. if payments are not made as agreed in the contract; 2. if the Buyer fails to provide the information required for the performance of the contract on time, or fails to approve the drawings and plans presented to the Buyer for approval within the stipulated time; 3. if parts to be provided by the Buyer are not available at the time indicated by the Seller in writing; 4. if the Buyer fails to provide support and render performance as agreed in the contract; 5. if official or third-party authorizations or licenses as may be required for the operation of facilities have not been procured or obtained in time.
6. In the event of force majeure, the delivery period and other contractual obligations are extended by a period equal to the duration of force majeure. Force majeure only entitles the Buyer to withdraw from the contract if the end of the disruption is not in sight. Force majeure means any event originating outside the Buyer's or the Seller's operations that is beyond their control, as well as acts of God occurring within the Buyer's or the Seller's operations (including strikes, etc.). In particular, force majeure includes operational disruptions, shipping delays by subcontractors that cannot be controlled, as well as any event that renders continued production impossible or only possible at substantially higher cost. The Buyer is informed as soon as possible of the beginning and end of each event of force majeure.
7. If the Buyer suffers damage or loss due to a delay for which the Seller is at fault, the Buyer may claim compensation for such delay to the exclusion of any other claims. Such

compensation is 0.5% for each full week of delay, but no more than 5% of the value of that part of the total delivery which could not be used on time due to said delay. Any further claims based on delivery delays are governed exclusively by Section X, subject to the provisions of Section XI of these General Terms and Conditions. All claims arising from delays are thereby satisfied.

VI. TRANSFER OF RISK

1. Risk (risk of damage and accidental destruction of the goods) is transferred to the Buyer in line with the agreed trade terms, in accordance with the INCOTERMS 2020 as applicable at the time of the conclusion of the contract. Unless otherwise agreed, delivery is EXW: risk is transferred at the agreed time of acceptance at the Seller's supply plant, even in the case of partial delivery or if the Seller has agreed to provide additional services such as installation and commissioning.
2. In the event that the Seller assists the Buyer in loading goods, the Buyer shall indemnify and hold the Seller harmless for any resulting claims.
3. At the Buyer's request, the shipment is insured at the Buyer's expense.
4. Without prejudice to the rights granted under Section VII, the Buyer is only permitted to refuse acceptance of the delivered items if the goods have major defects. In case of minor defects, acceptance may not be refused.
5. Partial deliveries are permitted unless the Buyer cannot be reasonably expected to accept them.

VII. ACCEPTANCE (TAKEOVER)

1. For delivered items which are assembled and put into operation by the Seller, acceptance (takeover) takes place after the agreed proof of successful performance has been provided and is effected by both parties' signing the acceptance/takeover record. The delivered items are thus considered accepted.
2. The agreed proof of performance is provided by the Seller in the course of the test runs to be carried out. Once such proof has been provided, the Buyer cannot demand any further test runs.
3. If the Buyer has received written notice from the Seller that the items are ready for acceptance and fails to meet its obligations to provide the tools and labour required for acceptance testing, or prevents the acceptance tests from being carried out, the tests are deemed to have been completed successfully on the date specified for acceptance testing in the Seller's notice.
4. Defects which do not significantly affect the agreed performance do not constitute grounds to refuse acceptance/takeover. Any defects are recorded in a defect report as part of the acceptance/takeover record.
5. The Buyer is not entitled to use the delivered items for production purposes before signing the acceptance/takeover record. If the Buyer uses the delivered items before signing the acceptance/takeover record, acceptance/takeover is considered to have been completed upon the start of such use.

VIII. RESERVATION OF TITLE

1. The Seller reserves title to the delivered items until all amounts payable to the Seller by the Buyer under the delivery contract have been received. If the Buyer acts in breach of contract, in particular in the event of late payment, the Seller, after having sent a reminder without result and given subsequent notice of withdrawal from the contract, is entitled to demand the return of, and the Buyer is required to surrender, the delivered items. All costs of repossession are borne by the Buyer. In the event of attachment or other

intervention by third parties, the Buyer shall notify the Seller without delay in writing and provide all necessary explanations. The Buyer may neither pledge the delivered items nor transfer ownership thereof by way of security.

2. In the event of a deterioration of the Buyer's financial situation, an adverse change in legal conditions, a suspension of payments, unsuccessful enforcement proceedings, or the opening of composition or bankruptcy proceedings or the dismissal of such proceedings due to a lack of assets to cover the costs, the Seller is entitled, at the Seller's option, to demand the return of the unpaid goods or to demand appropriate security. In such a case, the Buyer shall pay damages and, in particular, provide compensation for all expenses.
3. The Buyer shall notify the Seller without delay of any action that could affect the Seller's property.
4. The reserved goods may be resold only with the Seller's written consent. If the reserved goods are sold for cash, the Buyer shall keep the proceeds separately and immediately transfer them to the Seller to the extent necessary to cover the debt secured by the reservation of title.
5. If the reserved goods are resold, the Buyer hereby assigns to the Seller all claims arising from the sale along with all ancillary rights which accrue to the Buyer from the resale to the purchaser or third parties. The Seller is authorized to collect such claims itself; however, the Seller undertakes not to collect a claim as long as the Buyer duly complies with its payment obligations. The Seller is permitted to require the Buyer to disclose the assigned claims and their debtors, to provide all information necessary for collection, to hand over the related documents, and to inform the debtors of the assignment. If the delivered items are resold together with other goods which do not belong to the Seller, the Buyer's claims against the purchaser are deemed to be assigned in an amount equal to the contract price agreed between the Seller and the Buyer.
6. If the goods are further processed or combined with other goods by the Buyer, co-ownership of any resulting new goods will be transferred to the Seller on a pro-rata basis until full payment of the purchase price has been received.

IX. WARRANTY

1. The Seller warrants that the delivered items meet the terms and conditions agreed in the delivery contract. The warranty covers all parts supplied by the Seller, provided that the defect can be proven to have been caused by circumstances existing before acceptance/takeover or, in the case of contracts for delivery only, before such delivery, in particular by faulty design, poor materials or poor workmanship.
2. The warranty period is 12 months, unless special warranty periods have been expressly agreed for individual delivered items. This also applies to delivered items and services that are firmly attached to a building or land. The warranty period begins at the time of acceptance/takeover of the delivered items or, in the case of contracts for delivery only, at the time of the transfer of risk.
3. To the exclusion of other claims, but subject to the provisions of Sections X and XI, the Buyer's warranty claim is limited to rectification of defects, i.e. improvement or replacement of defective parts, including freight, disassembly and assembly. The warranty claim does not cover disadvantages suffered by the Buyer as a result of the rectification of defects, such as a shutdown of part of the facility. The Seller is entitled, at the Seller's option, to either repair the defective part or deliver a replacement item. In the latter case, the Seller shall take back the replaced part.
4. A warranty claim can be made only if the Buyer complies with the contractual terms and conditions – in particular the terms of payment – and keeps proper and complete records

in the asset (furnace) ledger, which is provided to the Buyer by the Seller free of charge, throughout the entire warranty period.

5. For third-party products, the Seller's liability is limited to the assignment of the liability claims the Seller has against the relevant supplier.
6. The Seller assumes no warranty for repair work or modifications and conversions of used equipment; the same applies to the supply of drawings to perform such work.
7. Wear parts as specified in the delivery contract or the offer as well as such parts which are to be designated as wear parts according to industry or technical standards are excluded from the warranty.
8. The warranty does not apply to defects resulting from poor maintenance and service, incorrect operation, as well as interventions or uses by the Buyer which cannot be anticipated under the contract. Furthermore, it does not apply to any damage resulting from the following causes: improper storage after delivery, incorrect assembly or commissioning by the Buyer or third parties, failure to observe the Seller's operating instructions, natural wear and tear, excessive use, excessive or one-sided heating, incorrect burner adjustment, unsuitable equipment or replacement materials, imperfect construction work, unsuitable foundation, chemical, electrochemical or electrical influences, etc., unless these were caused through the Seller's fault.
9. The Buyer shall inspect the delivered items without delay upon receipt and notify the Seller without delay in writing if any defects which are subject to warranty are detected. All claims derived by the Buyer from the defectiveness of the delivered items will lapse if the Buyer fails to provide such notification, if the Buyer remedies or attempts to remedy the defect itself, or if the Buyer fails to grant the Seller, using reasonable discretion, sufficient time and opportunity to perform the repairs and replacements which are considered necessary. Only in urgent cases involving a risk to operational safety and to avert disproportionate damage, in which case the Seller must be informed immediately, or if the Seller is in delay with remedying a defect, does the Buyer have the right to remedy the defect itself or to have the defect remedied by a suitable third party – choosing the most suitable and least expensive option for rectification of the defect – and to demand reimbursement of the necessary costs from the Seller.
10. In the event of improper modifications and repairs performed by the Buyer or by third parties without the Seller's prior approval, any liability for consequential damage caused as a result thereof is rendered void.
11. Any other claims by the Buyer on the ground of defects of the delivered items, in particular compensation claims for damage to items other than the delivered items themselves, are excluded subject to the provisions of Sections X and XI.

X. BUYER'S RIGHT TO WITHDRAW FROM THE CONTRACT

1. The Buyer may withdraw from the contract if full performance is definitely rendered impossible for the Seller before the transfer of risk. The same applies accordingly if the Seller is unable to render full performance.
2. If such impossibility occurs when the Buyer is in default of acceptance or through the Buyer's fault, the Buyer remains obligated to provide consideration.
3. If delivery is delayed within the meaning of section V of these General Terms and Conditions and the Buyer grants the defaulting Seller a reasonable grace period, expressly stating that the Buyer will refuse acceptance of the delivery after expiry of such period, and the grace period is not observed, the Buyer is entitled to withdraw from the contract.
4. The Buyer also has a right of withdrawal if the Seller, through the Seller's fault, fails to repair or provide replacement for a major defect for which the Seller is responsible within a reasonable grace period granted to the Seller for this purpose. The Buyer's right of

withdrawal also applies if it is impossible for the Seller to repair or provide replacement for such a defect or if the Seller is unable to do so.

5. Subject to the provisions of Section XI, all other claims by the Buyer beyond those stated above are excluded, in particular claims for withdrawal in cases other than those mentioned above, for a price reduction, and for compensation for damage of any kind, including damage to items other than the delivered items themselves.

XI. LIABILITY

Damages

1. The Seller's liability for damage, with the exception of personal injury, is limited to cases of willful intent and gross negligence. The Buyer bears the burden of proof for the existence of such conduct. In particular, any compensation for pure pecuniary losses, indirect damage or loss, and consequential damage of any kind, as well as lost profits is excluded to the extent permitted by law. As a rule, the Seller's liability is limited to typically foreseeable damage and an amount equal to the value of the (partial) delivery. Claims for damages become time-barred six months after becoming aware of the damage and the party responsible for the damage, and in any event two years after the transfer of risk. If a purchase order is executed on the basis of the Buyer's design specifications, drawings or models, the Seller's liability does not extend to the accuracy of the design but merely to the fact that the execution of the order conforms to the information provided by the Buyer.

Product liability

2. Any claims for recourse that may be brought against the Seller by contractual partners or third parties under the title of product liability within the meaning of the Product Liability Act (Produkthaftungsgesetz) are excluded, unless the party entitled to recourse proves that the defect was caused in the Seller's sphere and is at least attributable to gross negligence on the part of the Seller.

Limitation of liability

3. To the extent permitted by law, the Seller's total liability on whatever legal ground is, in any event, limited to the amount of the contract value (100%).

XII. OPERATING AND MAINTENANCE INSTRUCTIONS

The Buyer is obligated to strictly observe the operating instructions and warnings provided and not to make any modifications to the delivered facilities. The Buyer receives technical descriptions and operating instructions to the extent needed and undertakes not to make any changes to them whatsoever as well as to impose this obligation on every subsequent buyer.

XIII. ASSEMBLY AND COMMISSIONING

The Buyer ensures that the equipment, resources and qualified labour are made available in due time and free of charge in accordance with the contractually agreed terms and conditions to ensure smooth assembly and commissioning of the facility.

XIV. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT

1. If the Seller manufactures goods on the basis of the Buyer's design specifications, drawings, models or other specifications, the Buyer shall indemnify and hold the Seller harmless for any infringement of industrial property rights.
2. Construction documents, such as plans, drawings and other technical documents, as well as samples, catalogs, brochures, illustrations and similar items remain the Seller's intellectual property at all times and are subject to the relevant statutory provisions governing reproduction, imitation, competition, etc.

XV. PARTIAL INVALIDITY

If individual provisions of a contract entered into on the basis of these General Terms and Conditions are found to be invalid, the remaining parts of the contract remain binding. The invalid provision is to be replaced by a valid provision that comes as close as possible to the objective pursued. This does not apply if adherence to the contract would constitute unreasonable hardship for one of the parties.

XVI. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, AND GOVERNING LAW

The place of performance is the Seller's supply plant. All disputes arising from the contract – including legal action taken in summary proceedings based on documentary evidence, including bills of exchange – are subject to the exclusive jurisdiction of the court having jurisdiction for the Seller's registered office, provided the Buyer is domiciled in the EU/EFTA area. All disputes arising out of or in connection with contracts entered into with Buyers domiciled outside the European Union or an EFTA State are finally settled according to the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in line with these Rules. The place of arbitration is Vienna. Austrian law applies; the relationship between the parties is predominantly governed by these General Terms and Conditions and the other provisions of the contract and, on a subsidiary basis, the terms and conditions of ORGALIME S 2012: General Conditions for the Supply of Mechanical, Electrical and Electronic Products, as amended in 2012.

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