

## **GENERAL PURCHASING TERMS AND CONDITIONS FOR THE OPERATIONS OF EGP D.O.O.**

### **1. GENERAL PROVISIONS:**

1.1 These general business terms and conditions of EGP D.O.O (client) shall apply to all legal and contractual obligations between the client and its suppliers, subcontractors and vendors (hereinafter: the supplier) for the purchase of materials, products, semi-manufactured products, equipment or for the ordering of services (hereinafter: goods or services), unless the client and supplier (hereinafter also: contracting parties) agree otherwise in a particular case. To avoid doubt only agreements concluded in writing shall be deemed a special agreement between the contracting parties.

1.2 The prerequisite for the use of these general business terms and conditions is that the client referenced them in the purchase contract, order or other documents (hereinafter: legal transaction) on the basis of which a legal transaction was concluded, thereby granting the supplier an opportunity to familiarise itself with these terms and conditions, provided that they had also been published on the client's website or delivered to the supplier upon concluding the legal transaction or prior to that.

1.3 The client shall reserve the right to set out special terms and conditions for a particular legal transaction, which in this legal transaction take precedence over these general business terms and conditions. This also applies in the event of discordance between the provisions of the specific legal transaction and these general business terms and conditions.

1.4 These general business terms and conditions take precedence over any of the supplier's general or special terms and conditions and shall exclude them. The supplier's general or special terms and conditions bind the client only if an express agreement concluded in writing so determines.

### **2. CONCLUSION OF AND AMENDMENT TO THE LEGAL TRANSACTION**

2.1 The supplier shall supply the goods or provide the service in accordance with the legal transaction.

2.2 The legal transaction between the client and supplier shall be deemed concluded when the contracting parties agree on the essential elements of the transaction, or when the client receives a written statement from the supplier indicating that the latter accepts the client's order.

2.3 All amendments to the legal transaction must be drawn up in writing. Any verbal agreements that deviate from the provisions of these general business terms and conditions do not apply if not also confirmed in writing.

### **3. ORDER/WITHDRAWAL**

3.1 All orders/withdrawals must be submitted in electronic form to the relevant email address, which indicates the supplier's official domain, unless the client and supplier agree in writing on other forms of withdrawal.

3.2 The client undertakes to clearly and unambiguously define each order with all the required information on the quality, quantity, price, delivery period for the goods or services, schedule, labelling and special terms of the legal transaction.

3.3 The client shall be obliged to provide the supplier with the relevant technical documentation in good time if so required for the performance of the ordered services or delivery of specific goods.

3.4 Any rejection of an order or partial rejection of an order must be submitted by the supplier to the client in writing with an explanation attached within three (3) business days after the order is received.

3.5 If the supplier begins to complete an order it shall be deemed that it accepts the client's general purchasing terms, which can be accessed via the web.

3.6 The client may change/cancel its order as long as the supplier does not begin to execute it.

3.7 The general purchasing terms and conditions that are published on the company's website [www.egp.si](http://www.egp.si) shall apply to all orders if not agreed otherwise.

### **4. SUPPLY OF GOODS AND SERVICES**

4.1 The supplier shall supply the goods or provide the service in accordance with the legal transaction and in accordance with the adopted timetable (the timetable is the client's plan that comprises the deadlines for the performance of individual works or delivery of specific goods, and the required interim quality controls) and the deadlines for the delivery of goods or provision of services under the legal transaction. The client shall reserve the right to modify the timetable, of which it must immediately notify the goods supplier, and the subcontractor for the provision of services within five (5) business days before the commencement of the subcontractor's works.

4.2 The supplier undertakes to inform the client in writing and in good time of all the circumstances that could impact or impact the correct and timely fulfilment of its obligations under the legal transaction.

4.3 Before the delivery of goods or provision of services the supplier undertakes to verify whether the goods comply with the technical documentation and the order. The supplier may not make any changes to the supply of goods or provision of services without the client's written approval.

4.4 In the event of missing the delivery deadline/delay the client may withdraw from the contract in part or in full and/or request the reimbursement of the actual and indirect damage incurred. In the event of the supplier's delay the client shall be entitled to also charge a contractual penalty in the amount of 0.5% of the total order value for each calendar day the delivery of the goods is in delay, but no more than 10% of the total order value.

4.5 The client shall be entitled to control the performance of orders at any time, and the supplier must enable the client to do this. If the supplier is in arrears with deliveries that are designated for joint shipping (groupage) together with other orders to cut transport costs, the increased transport costs due to separate deliveries shall be borne by the supplier.

4.6 The client shall reserve the following right for deliveries before the agreed delivery date: a) to reject the goods at the supplier's expense; b) to accept the goods and settle the invoice as per the agreed delivery deadlines.

4.7 It shall be deemed that the entire order is in delay until the item in the final position of the order form has been delivered. If there are multiple items with different delivery deadlines on an order form, there is a logical correlation between these deadlines and the items, meaning that the supplier shall be obliged to deliver a particular item by the deadline indicated next to that specific item.

## **5. QUALITY CONTROL**

5.1 The supplier that manufactures individual semi-manufactured products or products for the client must allow the latter to conduct interim and final quality controls of the production at any time.

5.2 If necessary to ensure that the contractual deadlines are met and that the required level of quality and limitation of costs are complied with, when concluding the legal transaction the client can require the supplier to submit the procedure for quality assurance before the commencement of works, which defines all the procedures for the performance of activities that impact the quality of the performed works, as well as the interim and final control.

5.3 If the supplier fails to comply with the agreed delivery deadlines and as a result the client incurs damage, the buy-in allows the client to purchase the same goods on the market at a third party within a reasonable period and in an appropriate manner. It can demand from the supplier the payment of the difference between the purchase price that was agreed in the

contract and the purchase price determined in the buy-in. The client shall notify the supplier of the planned buy-in in an ordinary manner.

5.4 The supplier that is the manufacturer of the cardboard and/or that supplies the cardboard to the client shall be obliged to enclose with each shipment of goods the original certificate of analysis, which must be signed by the responsible person of the manufacturer and comply with the client's specifications for the goods as previously agreed, and the other required documentation.

5.5 The supplier shall be obliged to obtain and provide to the client, free of charge, at the latter's request, any additional documentation for a particular type of goods if the latter requires it with good reason.

5.6 The supplier undertakes to replace immediately, at its own expense, goods which are not of the same quality or in accordance with the specifications of the order with goods of the same quality or characteristics in the same amount, which shall be requested by the client within eight days of identifying the defect. To that end, the client shall be entitled to claim compensation for damages incurred as a result of the inadequate quality or specification of the goods supplied, including compensation for third-party claims arising from the supplier's erroneous deliveries. The client shall also have an additional right to withdraw from the contract immediately and to reimburse the consideration for the delivered goods, together with statutory default interest. If the delivery of the goods does not comply in terms of quantity, the supplier shall immediately deliver the missing amount to the client.

5.7 The manufacturer of the goods (supplier) shall be responsible for completing controls before the start of the manufacturing process, during the manufacturing process itself and for carrying out final controls in relation to the client's quality requirements, and undertakes to keep appropriate records of this. The manufacturer shall comply with all relevant applicable legislation (including environmental, safety, health and other legislation) when manufacturing the goods. The manufacturer shall undertake to accept the client to carry out an assessment of the quality system free-of-charge, after prior notification and at least once a year.

## **6. PACKING OF GOODS**

6.1 The packaging must be environmentally-friendly in accordance with the applicable standards and laws. Otherwise, the client shall reserve the right to return the shipment/goods at the supplier's expense, or to dispose of or destroy the goods in their entirety at the latter's expense. The client's written approval is required for any change to the agreed packaging.

6.2 The packaging must be suited for the agreed type and mode of transport in order to prevent any damage or impairment to its functional value. The supplier shall be liable for any damage to or loss of goods due to deficient or unsuitable packaging.

6.3 The required data from the order shall be indicated on every packaging unit. Delivery notes and other documents must be attached to each shipment in accordance with the order (technical instructions, quality certificates, approvals, etc.).

6.4 The supplier shall dispose of, at its own expense, all the packaging and non-eco-friendly waste, which are the result of using hazardous substances or non-eco-friendly packaging. If this is not the case, the client shall be entitled to be reimbursed for the actual costs incurred for the disposal or destruction of the packaging.

## **7. CHEMICALS AND ENVIRONMENTAL PROTECTION**

7.1 The supplier shall be liable for eventual damage incurred by the client due to the supply of non-eco-friendly items or unsuitable packaging.

7.2 The supplier guarantees that it acquired a declaration of conformity from the packaging manufacturer demonstrating that the packaging was manufactured in accordance with the applicable SIST EN 13427 standard.

7.3 The supplier undertakes to comply with the transport regime under the ADR during the transportation of hazardous substances.

7.4 The supplier undertakes to deliver a safety data sheet to the client upon each initial delivery of hazardous chemicals and upon any change thereto in the Slovenian language, drafted in accordance with Article 31 of the Regulation (EC) on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) – 1907/2006/EC, including all its amendments and corrigenda.

7.5 The supplier undertakes to deliver a technical data file or technical instructions to the client upon each initial delivery of hazardous chemicals and upon any change thereto in the Slovenian language, which includes information/data on the use and preparation of chemicals.

## **8. GUARANTEES AND RESPONSIBILITY**

8.1 The supplier shall guarantee the quantity, quality and performance characteristics of the ordered goods/services and that the goods comply with their technical specifications.

8.2 The supplier shall be obliged to present at the client's request and at its own expense all the approval documentation on the quality of used materials (certificates of conformance for materials), which the supplier used in the production of semi-manufactured products or finished products, the documents on completed works, and other documents required by the

client and that relates to the quality and performance characteristics of the ordered goods or services.

8.3 The supplier undertakes that upon written request from the client, which also includes a complaint record, it shall resolve all potential complaint claims derived from completed deliveries of goods and services (warranty claims) within 30 days of accepting the claim. The supplier shall resolve all the claims in accordance with the applicable laws. The supplier shall also adhere to all the legal deadlines in that scope. The supplier undertakes to duly notify the client in writing of all relevant information connected with the resolution of claims referred to in this paragraph. The client reserves the right to rectify the identified deficiencies independently or with the assistance of a third party in the event of the supplier's inactivity or in emergency situations. The supplier shall bear all the costs associated therewith.

8.4 If a complaint is justified, the client shall be entitled to be reimbursed for all the costs and damage incurred as a result of resolving the submitted claim. This paragraph shall apply *mutatis mutandis* also in cases where the client is required to reimburse the damage due to the actions of the competent authority, settle the imposed monetary fine and the corresponding fee or act otherwise during the fulfilment of the obligations imposed by the competent authority.

8.5 The supplier shall be liable for damage suffered by its employees, the client and/or third parties resulting from the fulfilment of the obligations from the legal transaction or in connection therewith, regardless of the obligations being fulfilled by subcontractors.

8.6 The supplier shall be responsible for the safe performance of accepted works in accordance with the provisions of the Health and Safety at Work Act.

8.7 The goods delivered by the supplier must comply with all the safety regulations applicable in the EU, which the supplier guarantees and takes full responsibility.

8.8 The supplier must also deliver a statement of the preferential origin of goods upon the delivery of goods or provision of services if so requested by the client at the time of the order or upon concluding the legal transaction.

## **9. WARRANTY**

9.1 If not provided otherwise in the legal transaction, the supplier shall be bound by the statutory warranty periods or longer warranty periods provided by the supplier. If so agreed in the legal transaction the supplier shall be bound by the warranty period that applies to the client vis-à-vis the end-customer.

9.2 The supplier shall be obliged to eliminate all the defects that appear during the warranty period at its own expense. In the event of defects during the warranty period the client shall

compile a complaint record of the defects and present it to the supplier. The supplier undertakes to commence the elimination of all defects on the client's first demand, and shall be required to eliminate them within a suitable time period that is determined by the client.

## **10. PRICE AND PAYMENT TERMS**

10.1 The price shall be agreed by an individual legal transaction and shall include all the costs under the DDP warehouse term at the client's registered office (Incoterms 2010), unless provided otherwise for a particular transaction. The goods shall become the property of the client right after arriving at the warehouse.

10.2 No change in prices due to increased delivery costs shall be admissible without the client's written approval. If shipping costs increase from the acceptance of the order until the shipping of the goods, the supplier shall immediately notify the client thereof, who either approves the price change in writing or withdraws from the order.

10.3 The supplier shall issue an invoice for each delivery in accordance with the law, unless the client and supplier agree on a consolidated invoice. The invoice must also list the number of the client's order, the code of the material or specification of the service and tariff number. In addition to the invoice, the supplier shall attach the mandatory annexes demonstrating the delivery of the goods or provision of services (contract no., proof of acceptance, work order, transport documents, additional specifications, etc.) for the client.

10.4 The supplier may only issue an invoice after the goods have been accepted by the client.

10.5 The supplier shall send invoices to the following email addresses: [finance@egp.si](mailto:finance@egp.si) and [nabava@egp.si](mailto:nabava@egp.si).

10.6 The client shall not be required to pay for the goods that are subject to a complaint procedure by the contractual deadline. The payment deadline for goods subject to a complaint procedure shall begin to run on the day on which the supplier eliminates the reason for the complaint, and the client and supplier reach an agreement in writing on the value of the damage incurred.

10.7 Payment shall be made in accordance with the terms set out in a particular legal transaction. Payment of an invoice shall not mean that the goods had been delivered/ the service had been provided in accordance with the contract.

10.8 The supplier cannot assign, pledge, sell or otherwise dispose of its own future or existing claims against the client without the client's prior approval.

## **11. TRANSFER (ASSIGNMENT) OF LEGAL TRANSACTIONS OR RIGHTS**

11.1 The supplier shall be entitled to transfer or assign a legal transaction and/or any right, including the claims and liabilities arising from the legal transaction or documents concluded or issued in connection therewith, to a third party, provided that it acquires the client's written consent in advance.

## **12. FORCE MAJEURE**

12.1 The supplier shall be entitled to extend the deadlines for the delivery of goods or provision of services in the event of circumstances that constitute force majeure. Force majeure comprises exceptional, insurmountable and unforeseeable circumstances that could not have been foreseen, avoided or prevented, which occur after a legal transaction has been concluded and are beyond the control of the contracting parties.

12.2 The supplier shall supply the goods or services to the client in the scope of objective possibilities in the event of unforeseen events resulting from force majeure. When circumstances occur that constitute force majeure the contracting parties must immediately notify each other thereof and agree on how to proceed with the legal transaction. If one contracting party is in default due to a force majeure event and fails to inform the other party thereof it waives its right to use force majeure as grounds, an excuse or reasoning for the enforcement of other rights that it would otherwise hold due to a force majeure event.

## **13. WITHDRAWAL FROM A LEGAL TRANSACTION**

13.1 The supplier may only withdraw from the order on the basis of the client's prior written authorisation. If the supplier withdraws from the contract prior to or during the provision of the ordered services or supply of goods, it shall be obliged to pay the client the price difference incurred after the acquisition of a new supplier, including all the damage and loss of income incurred.

13.2 The client can withdraw from a legal transaction without notice in the following cases:

- a) if the supplier fails to fulfil or is not fulfilling the obligations accepted under a legal transaction, or breaches them and does not rectify the breach even within the additional deadline after prior warning by the client;
- b) if the supplier is unable to fulfil its obligations, withdraws from a legal transaction, fails to commence the provision of services or supply of goods by the agreed deadline, or terminates or suspends the provision of the ordered services or supply of goods without the client's prior written consent;
- c) if the supplier fails to provide the ordered services or supply goods in accordance with a legal transaction or obviously neglects its obligations from the legal transaction,



and does not comply with the client's instructions or performs the works in a way that might cause indirect or direct damage to the client;

d) if the contractual penalty amount exceeds the maximum contractual penalty amount stipulated under the general business terms and conditions or other amount so provided in the legal transaction;

e) if the supplier fails to fulfil its obligation (default) in accordance with the agreed terms of a legal transaction more than twice;

f) if bankruptcy, liquidation proceedings, compulsory composition or fast-track winding-down proceedings are initiated against the supplier;

g) if according to the client's assessment the supplier becomes insolvent (despite the insolvency not being determined by a court decision) or if there are any other reasons making it possible for the client to conclude that the supplier will be unable to fulfil its obligations;

h) if the supplier winds down its operations;

i) if a court enforcement order was issued against the supplier for the payment of debt and as a result the supplier's accounts have been blocked for more than three (3) days;

j) if according to the client's assessment such negative developments in the economic, legal or HR position of the supplier occur or other similar circumstances arise that would or could place the client in a significantly inferior position, or that could significantly hinder the client's trust in the supplier and/or in its ability to fulfil its obligations, or that could in any way jeopardise, hinder or prevent the fulfilment of the supplier's obligations;

k) in the event of a change in control at the supplier;

l) if the circumstances of a transaction changed to such an extent that the achievement of the original purpose due to which the legal transaction was concluded is no longer possible;

m) in other cases stipulated in these general business terms and conditions or in a mutual agreement, or in other cases determined in a legal transaction.

13.3 In the event of withdrawal from a legal transaction by the client the supplier shall be obliged to reimburse the client in all the cases referred to in indents a), b), c), d), e), f), g), h), i) and j) of the previous item for all the costs and damage that the client incurred due to the withdrawal.

13.4 The statement of withdrawal or termination must be sent by registered post and takes effect on the date it is delivered to the opposing party, or in the event of delivery default on the day of the first attempt of unsuccessful delivery of the registered mail.

13.5 If a legal transaction is terminated for any reason all the rights and obligations of the contracting parties acquired or incurred during the period of its validity remain valid, if the legal transaction or general business terms and conditions do not determine otherwise. The provision of this item does not encroach on any other right that a contracting party could hold on the basis of applicable regulations.

#### **14. PROTECTION OF TRADE SECRETS and PERSONAL DATA**

14.1 The contracting parties shall be obliged to protect the other party's trade secrets to which they gain access during the fulfilment of their obligations, which arise from their business relationship in accordance with these general business terms and conditions, and must not disclose these trade secrets to unauthorised third parties.

14.2 Trade secrets include all the documents and data associated with the legal transaction and all business relations derived therefrom. In addition to all the data defined by the general bylaws of both contracting parties, a trade secret shall also comprise all the data the disclosure of which to unauthorised parties would evidently cause significant damage.

14.3 The contracting parties shall undertake explicitly to instruct all their employees with access to the content of this business relationship and who participate in its implementation within the scope of their position about the confidentiality of all documents and data.

14.4 The supplier states that its area of personal data protection is regulated in accordance with the applicable laws. The client undertakes to protect all personal data that will be used exclusively for the purchase of goods and the ordering of services.

14.5 The obligation to protect trade secrets and personal data shall not cease even after the termination of the business relationship between the contracting parties.

14.6 In the context of breaching the obligation regarding the protection of trade secrets and protection of personal data, the contracting parties shall be liable for damage incurred by the other party and undertake to reimburse the other contracting party for all damaged it incurred.

#### **15. VALIDITY OF THE GENERAL BUSINESS TERMS AND CONDITIONS**

15.1 The general business terms and conditions shall apply for an indefinite period of time or until the entry into force of new or amended general business terms and conditions.

15.2 The client shall reserve the right to amend the provisions of these general business terms and conditions.

15.3 If any individual provision of these general business terms and conditions becomes or later proves to be invalid or unenforceable in part or in full, that does not impact the validity or enforceability of the other provisions of these general business terms and conditions.

15.4 The client shall inform the supplier of the planned amendment of these business terms and conditions or entry into force of new general business terms and conditions by publication on its website [www.egp.si](http://www.egp.si) at least fourteen (14) days before the envisaged commencement of the entry into force of the amended or new general business terms and conditions.

15.5 In the context of the announced and published entry into force of new or amended general business terms and conditions, the supplier may terminate a valid legal transaction by submitting a written termination statement before the planned entry into force of the new or amended general business terms and conditions with a 90-day notice period.

## **16. FINAL PROVISIONS**

16.1 The client and supplier are only bound by the obligations set out in these general business terms and conditions or agreed in writing between the two parties, and the provisions of the Code of Obligations, other acts and cogent regulations.

16.2 Each contracting party shall undertake to immediately communicate in writing to the other contracting party any change to data regarding the registered office of the company or any other details.

16.3 The laws of the Republic of Slovenia shall apply for the interpretation and assessment of all the provisions of these general business terms and conditions, including the regulation of relationships from all legal transactions derived thereunder. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded by these general business terms and conditions.

16.4 The contracting parties shall resolve any disputes arising from their mutual legal transaction amicably. If they fail to resolve the dispute, the court in Ljubljana with subject-matter jurisdiction shall resolve it.

16.5 These general business terms and conditions can be drawn up in multiple languages. In the event of inconsistencies or non-compliance the Slovenian language shall prevail.

16.6 These general business terms and conditions shall be published on the client's website [www.egp.si](http://www.egp.si) and apply from 1 December 2023 onward.