

General Terms and Conditions of Business for ROBUST d.o.o.

1. General

1.1 All offers, orders, deliveries, and services accepted or provided by ROBUST d.o.o. and all its partners must comply with these General Terms and Conditions unless expressly agreed otherwise by ROBUST d.o.o. In this document, ROBUST d.o.o. will henceforth be referred to as the "Seller" or "ROBUST". The party making a purchase will henceforth be referred to as the "Buyer".

1.2 If individual details or clauses of these General Terms and Conditions are expressly agreed otherwise, this will not affect any other detail or clause.

1.3 Any deviating or conflicting terms and conditions of the Buyer will not be applied and will not bind the Seller, even without explicit objection from the Seller.

2. Order Confirmation

2.1 All offers, orders, and order confirmations must be in written form. An order is considered confirmed when the Seller sends a confirmation or acknowledgment of the order. The same applies to any changes or cancellations of orders.

2.2 If the Seller's offer does not specify a validity period, the offer will be valid for seven days from the date of dispatch by the Seller.

2.3 The Buyer is responsible for providing all necessary documentation required for the successful and uninterrupted execution of export/import procedures and covering all associated costs. All costs and drawbacks resulting from disruptions in the process will be borne by the Buyer.

2.4 Information on weight, size, price, performance, etc., provided in catalogs, brochures, advertisements, illustrations, price lists, etc., will only be valid if explicitly stated by the Seller in the order confirmation. Deviations from the order will be permitted if they involve minor and justified changes or deviations that are reasonable for the Buyer.

2.5 All documentation and marketing materials will always remain the intellectual property of the Seller. The use of documentation and marketing materials, such as reproduction, distribution, publication, or presentation, is prohibited unless otherwise agreed with the Seller. In the event of the cessation of business, the Buyer must immediately return all documentation and marketing materials to the Seller without demand.

3. Transfer of Risk

3.1 Goods are sold with an EXW (Ex Works) term, at Arja Vas 105, 3301 Petrovče, in accordance with Incoterms 2010. The risk transfers from the Seller to the Buyer when the goods are made available to the Buyer. The Seller will inform the Buyer of the date from which the Buyer can take possession of the goods. This notice will be given in a timely manner to allow the Buyer to take the necessary customary actions.

4. Delivery Time

4.1 The delivery time is determined between the Buyer and the Seller through the offer and order. The delivery time starts when the Seller receives 30% payment for the order. The delivery time covers the period from receipt of the 30% payment for the order by the Seller to the time when the shipment is made available to the Buyer for transport.

4.2 If the Buyer does not accept the offered goods at the agreed place or on the date specified in the contract or Seller's notice, the Seller has the right to demand performance or withdraw from the contract after the expiration of the notice period; all resulting costs (e.g., for storage, insurance, or return) will be borne by the Buyer.

4.3 The Seller reserves the right to extend the delivery time in cases of force majeure and other unforeseeable events that may affect the production process and over which the Seller has no significant control. The Buyer is not entitled to cancel or terminate the order due to an extension of the delivery time related to such events.

4.4 The Buyer must accept and take possession of the goods within a two-month period that starts when the Seller notifies the Buyer of the readiness of the shipment. The Seller reserves the right to charge daily storage costs for a shipment that is not collected within this period.

5. Use and Maintenance

5.1 The Buyer agrees to follow the Operating and Maintenance Instructions provided by the Seller with each machine. If for any reason the Operating and Maintenance Instructions are not delivered, the Buyer is obligated to request that the Seller sends them. No manual or instructions will be sent with spare parts unless otherwise agreed.

5.2 The Buyer is responsible for performing all maintenance work properly and in a timely manner according to the intervals specified in the Operating and Maintenance Instructions and for notifying the Seller about the completed work or using the Seller's or the Seller's partners' services for maintenance. If the Buyer uses the Seller's services, they must notify the Seller of the need for maintenance in a timely manner. The Buyer loses the right to warranty if maintenance is not performed correctly and on time.

5.3 The Buyer is required to follow the Operating and Maintenance Instructions during all processes involving the connected machine. Failure to adhere to the Operating and Maintenance Instructions will result in the loss of the Buyer's right to make a warranty claim.

6. Health and Safety at Work

6.1 The Buyer must ensure compliance with all occupational health and safety regulations in all work and handling of the machine by providing or installing all necessary safety equipment and measures.

6.2 Technical equipment required for starting, maintaining, servicing, or warranty-related parts must be provided by the Buyer and made available to the Seller free of charge during the execution of work. The required technical equipment must comply with all applicable occupational health and safety regulations and must be properly labeled.

6.3 Before the Seller performs any work on the machine, the Seller may notify the Buyer of any additional safety equipment or measures that the Buyer must provide or implement. All of the Seller's obligations will be valid only after the Buyer has informed the Seller that all required measures have been completed.

6.4 If issues related to health and safety arise during the execution of the aforementioned work, the Seller reserves the right to immediately halt or completely terminate the work without any consequences. The costs associated with halting the work and all costs incurred up to that point will be borne by the Buyer.

7. Payment Terms

7.1 Standard payment terms include: 30% payment upon order confirmation, and 70% payment prior to shipment. The total amount must be paid before shipment. Standard payment terms apply to all orders unless otherwise agreed. Prices are based on EXW - Incoterms 2010. All other costs related to transport and export/import procedures are borne by the Buyer.

7.2 Unless explicitly agreed upon as fixed prices, the Seller reserves the right to make reasonable price adjustments for deliveries due to changes in labor costs, material costs, and distribution costs.

7.3 All payments must be made without deductions and in the agreed currency. The Buyer is responsible for all costs arising from bank transfers or other related costs.

7.4 The Buyer has no right to withhold, alter, or offset payments due to warranty claims, compensation claims, or other claims.

7.5 If the Buyer delays any agreed payment or other fulfillment, the Seller has the right to:

- a) demand immediate payment of the entire outstanding amount,
- b) extend the delivery time,
- c) postpone fulfillment of its obligations until payment is made,
- d) charge interest for delayed payments from the due date,
- e) terminate the contract after a reasonable extension period.

7.6 The Buyer has no right to offset its own claims, regardless of the reason, against the Seller's claims under this contract.

8. Termination of the Purchase Agreement Due to Buyer's Fault

8.1 If the contract is terminated due to the Buyer's fault, the Seller has the right to claim compensation from the Buyer amounting to 25% of the total sum, in addition to compensation for the actual damage incurred, regardless of the Seller's right to demand performance.

9. Retention of Title

9.1 The Seller shall retain ownership of the purchased item until the Buyer settles all financial obligations, meaning that the purchased item will remain the Seller's property until all of the Buyer's obligations are fulfilled.

9.2 The Buyer must handle the purchased item with care until ownership passes to the Buyer. In particular, the Buyer must take out adequate insurance for the purchased item against theft, fire, and water damage based on its replacement value and at the Buyer's expense. If maintenance work and repairs are necessary, the Buyer must perform them promptly and at their own expense.

9.3 If the purchased item is sold with retention of title, the Buyer must immediately transfer the claim against their own buyer to the Seller. The Seller agrees not to enforce claims as long as the Buyer fulfills their payment obligations and is not in default.

9.4 If the purchased item is combined with other items and/or indivisibly connected to land, it is deemed agreed that the Seller receives proportional co-ownership of the entire product. To secure the Seller's claims, the Buyer must also transfer to the Seller any claims arising against third parties due to the connection of the purchased item with the land.

10. Warranty and Liability

10.1 The Seller is obligated to remedy any defect that reduces usability and is caused by a fault in design, material, or workmanship.

10.2 The warranty period for machines is 24 months and/or 2,000 operating hours, whichever comes first. This also applies to delivery items and services related to buildings or land. All warranty claims must be made within this period. The warranty period begins on the date of delivery recorded on the invoice to the end customer.

10.3 The Buyer may only invoke this clause if they immediately notify the Seller of any defects in writing. In the event of a claim, the Buyer must provide the invoice for the purchased machine, a completed defect report, and video and photo documentation as advised by the Seller. If notified, the Seller will either replace or repair the defective machines and/or parts, or arrange for third-party repairs if the Seller is required to remedy these defects under this clause. If the defective part is portable, the Buyer must, at the Seller's request, send the part to the Seller within 30 days at the Buyer's expense.

10.4 If the Buyer returns defective parts for improvement or replacement, the Buyer bears the transportation costs and risk unless otherwise agreed. Unless otherwise agreed, improved or replaced parts are returned to the Buyer at the Seller's expense and risk.

10.5 All defective parts that have been replaced will be returned to the Buyer along with the repaired machine or parts once the warranty work is completed. If parts are not sent with the machine, they will be stored at the Seller's premises for 15 days. Defective parts will be disposed of if the Buyer does not explicitly request their return within this period.

10.6 For warranty work at the Buyer's premises, the Buyer must provide the necessary non-professional staff, equipment, and supplies free of charge as advised by the Seller. The Seller retains ownership of the replaced parts. If it turns out at the Buyer's site that the required work cannot be carried out by the Buyer's staff or persons provided by the Buyer, or if the Buyer refuses to carry out such work, the Buyer bears all costs of attempts to improve and all inactive time of the Buyer's staff or persons provided by the Buyer. By refusing to improve, the Buyer also forfeits all other claims under warranty or compensation.

10.7 Defects caused by installation and assembly not performed by the Seller, improper alignment, failure to observe installation requirements, conditions, and/or operating and maintenance instructions, overloading parts beyond the performance recommended by the Seller, careless or improper handling, or use of unsuitable working materials are not covered by the warranty. This also applies to defects resulting from materials provided by the Buyer. Furthermore, the Seller is not liable for damage caused by actions of third parties. The warranty does not include the replacement of parts subject to wear.

10.8 The warranty immediately ceases if the Buyer or a third party not expressly authorized by the Seller makes modifications or repairs to the delivered machines without the Seller's written consent. Invoices for such work will not be accepted. Warranty work and supplies will not extend the original warranty period.

10.9 The warranty also ceases if the Buyer has not commissioned the Seller or a company recommended by the Seller to perform regular maintenance of the machine within the maintenance intervals set by the Seller. The Buyer must either perform maintenance or request that the Seller do so at the Buyer's expense. The Buyer agrees to follow the instructions provided by the Seller and to perform all required measures. In practice, this means that to maintain the warranty, the Buyer must purchase at least one service package per year, as advised by the Seller, depending on the machine model, to ensure the warranty for the following year, until the maximum warranty period or operating hours is reached.

10.10 In the case of the sale/delivery of goods/machines or the provision of other services with ancillary elements by the Seller and digital services, the following applies: If a defect can be remedied by installing a new or improved version of digital elements/services, the Buyer/customer or user is obliged to accept the defect correction with such (re)installation (updates). However, the Seller is not responsible for and does not guarantee that suitable updates of digital elements/services will always be available, and thus the Buyer/customer or user has no general right to constant updates or upgrades.

10.11 Unless otherwise agreed in writing, the Seller does not provide any warranty for used machines or parts.