

GENERAL TERMS AND CONDITIONS OF SALE of the company

CETIS FLEX, Flexible Packaging and Labels, Ltd

(hereinafter: General Terms and Conditions)

1. GENERAL PROVISIONS

- 1.1** The General Terms and Conditions regulate the legal and contractual relationships between the company CETIS FLEX, Flexible Packaging and Labels, Ltd, Čopova ulica 24, 3000 Celje, registration number: 5556341000, VAT ID: SI 80648240, as the seller (hereinafter: CETIS FLEX or the Seller) and the purchasers of goods, products, and/or services from the Seller's sales program (hereinafter: Goods).
- 1.2** The General Terms and Conditions apply to all relationships between the Seller and the Buyer (hereinafter also referred to collectively as the "Parties" or "Parties"), unless otherwise agreed between the Seller and the Buyer on a case-by-case basis. In case of doubt, only an agreement in writing shall be deemed to be a specific agreement between the parties. The General Terms and Conditions shall also apply to pre-contractual relations, in particular with regard to the making of an offer by the Seller.
- 1.3** The General Terms and Conditions shall apply if the Seller has referred to them in the contract of sale, the offer or in other documents on the basis of which the transaction was concluded and the Buyer has been given the opportunity to become acquainted with them, provided that they are also published on the Seller's website or handed over to the Buyer at or before the conclusion of the transaction.
- 1.4** The Seller reserves the right to determine specific provisions in an individual transaction which shall prevail over the General Terms and Conditions in that individual transaction. This shall also apply in the event of any inconsistency between the provisions of the individual transaction and the General Terms and Conditions.
- 1.5** The General Terms and Conditions shall prevail over the provisions of the Buyer's Conditions of Purchase, unless the parties agree otherwise in writing. The Buyer's General Terms and Conditions shall not apply to the relationship between the parties, unless their application and the extent of their application have been expressly confirmed in writing by the Seller.

2. QUOTATION/PROFORMA INVOICE AND ORDER

- 2.1** Upon the Buyer's request, the Seller shall send the Buyer a quotation or pro forma invoice containing: quantity, price, estimated delivery time, validity of the quotation, parity, material and any other specifications relating to the Buyer's request.
- 2.2** The Buyer is obliged to provide information on the purpose for which the Products are to be used at the time of the request for quotation. The Seller is obliged to propose to the Buyer the appropriate material.
- 2.3** If foodstuffs are to be packaged in the product, the Buyer is obliged to give the Seller information as to whether direct contact with the foodstuff or indirect contact with the functional barrier is intended.
- 2.4** If the Buyer requests or insists on using a material which is not otherwise suitable for the product and the Seller has previously warned the Buyer of this, the Buyer shall bear all responsibility for the product.

- 2.5 The validity of the Seller's quotation shall be thirty (30) days, unless otherwise stated in the quotation.
- 2.6 If the quotation is not followed by an order from the Buyer within the validity period of the quotation, such quotation shall be deemed invalid or shall not give rise to any obligation on the part of the Seller. The Seller may extend the validity of the quotation even after the expiry of the period referred to in the preceding paragraph by means of a written declaration.
- 2.7 The Buyer's order must be in accordance with the components set out in the quotation, in writing and sent to the Seller's address by post, official e-mail or electronic peer-to-peer order exchange system. If the quantity stated in the order deviates from the quantity stated in the quotation, the Seller reserves the right to adjust the price and delivery time.
- 2.8 The order must contain the essential elements necessary for the performance of the order or the production of the goods, in particular, but not limited to: the quotation number, a detailed description of the goods (type of goods, material, printing details, specific characteristics, technical data), the quantity, the intended use of the goods, the Buyer's specifications, the place and time of the desired delivery of the goods. If any of the specifications are not given in the order, the parties shall be deemed to have agreed in this part on the standard characteristics of the Seller's Goods.
- 2.9 The Seller shall process the order if it contains all the elements referred to in the preceding clause, as only on the basis of these can the Seller determine the delivery date of the Goods.
- 2.10 The Buyer's order shall be kept at the Seller's registered office in written or electronic form. Upon request, the Buyer may be given access to the original or be provided with a copy, or a copy of the order may be sent to the Buyer by post or e-mail.
- 2.11 If the preparation of a quotation for the Buyer involves the preparation of technical documentation, sketches, designs, .pdf files or relevant descriptions, pre-press or the production of tools, clichés or samples, the costs of preparation or production shall be borne by the Buyer, unless otherwise agreed.
- 2.12 Technical documentation, sketches, designs, .pdf files or corresponding descriptions, pre-press or the production of tools, clichés or samples delivered to the Buyer at the quotation stage or for the execution of an order shall be the Seller's exclusive intellectual property. It may be used by the Buyer only for the purpose for which it was produced and delivered. The said property shall remain the property of the Seller throughout the duration of the business relationship and thereafter, and the Buyer shall ensure that the Seller's property is respected by not exploiting it for any purpose other than that of the business relationship, or allowing third parties access to it, or use of it (whether in original, copy or other reproduction form), except for those persons of the Buyer who need it for the purpose of carrying out their official duties in accordance with the purpose of the business relationship with the Seller. In the event of misuse, the Seller reserves the right to compensation. The Seller's property may only be used in contravention of this clause for consideration and/or upon the conclusion of an appropriate written agreement.
- 2.13 The Seller shall not be liable for any defects, deficiencies or damage resulting from the use of material requested by the Buyer. If the Buyer requests the Seller to use a specific material, the Buyer agrees that the choice of material is the Buyer's sole responsibility and that the Seller makes no warranty as to the suitability, quality or fitness for purpose of the material chosen. In the event that the material proves to be unsuitable for the intended use, the Seller shall not be liable for any direct or indirect damages, loss of profits or other consequences arising therefrom.

3. CONCLUSION AND AMENDMENT OF THE LEGAL TRANSACTION

- 3.1 The Seller shall supply the Goods or perform the Services in accordance with the concluded legal transaction. The transaction is concluded between the parties when the

- Buyer's written order has been confirmed in writing by the Seller and the parties have agreed on the essential elements of the transaction as set out in Paragraph 2.
- 3.2** The written confirmation of the Seller's order shall normally follow within three (3) business days of receipt of the written order, which must contain all the elements set out in Paragraph 2.8 in order to be confirmed. If confirmation is required prior to the confirmation of a .pdf or other document which is a condition of the execution of the order, this period shall be extended accordingly.
 - 3.3** If the Buyer's confirmation of the sample is required, the transaction shall be deemed to have been finally concluded after the last confirmation of the sample.
 - 3.4** The Seller may require the Buyer to provide additional security by means of an appropriate financial instrument agreed between the parties to secure payment under the legal transaction. In this case, the transaction between the Seller and the Buyer shall be deemed to have been concluded on the date on which the Buyer complies with the security requirement and delivers the agreed security to the Seller.

4. PRICE, INVOICE AND PAYMENT TERMS

- 4.1** The price for the Goods shall be set out in the written confirmation of the order (the conclusion of the transaction or contract) and shall remain in force at all times until the order has been fulfilled and delivery has been made, unless otherwise specified below. The price is given in EUR and is exclusive of VAT.
- 4.2** The price in the written confirmation of the order shall be determined on the basis of the prices of the raw materials as they stand on the date of confirmation of the order or conclusion of the transaction. If the prices of the raw materials change, the parties shall negotiate a new price. If they fail to agree on a new price within a reasonable period of time, the Seller shall have the right to withdraw from the Contract without notice and without liability, including without liability for damages.
- 4.3** If any component of the Buyer's order (quantity, technical specification, specific characteristics of the Goods, intended use of the Goods, place of delivery, other logistical and/or commercial processes, etc.) changes after the Seller has confirmed the order in writing, the Seller shall be entitled to adjust the price of the Goods.
- 4.4** The Seller reserves the right to adjust prices and terms in the event of significant market changes which may affect the cost of production and the price of the Goods. Such changes include, but are not limited to, changes in raw material prices, taxes, wages, inflation, interest rates, transportation costs, regulatory requirements and other economic factors. The Seller shall notify the Buyer in writing of such changes and the new terms and conditions, which shall take effect within 30 days of the date of the notice. The Seller undertakes to notify the Buyer in writing of the price change prior to delivery of the Goods.
- 4.5** Unless otherwise agreed between the parties, the Buyer shall bear the cost of any extra packaging (Paragraph 7.1), transport of the Goods, transport insurance, import duties, export duties as well as any other duties and taxes associated with the supply of the Goods or their transport.
- 4.6** The Buyer shall have the right to withdraw from the contract as long as the order has not entered production, provided that they bear all administrative costs incurred until withdrawal for the preparation of the quote and confirmation of the order, ordering of raw materials or Goods, preparation of any technical documentation, sketches, designs, .pdf files or appropriate descriptions, pre-press preparation, or the manufacture of tools, clichés, or samples, and other handling costs related to the processing of this transaction.
- 4.7** The Seller shall issue an invoice for the supply of the Goods immediately upon confirmed delivery of the Goods or within eight (8) days of delivery at the latest.
- 4.8** The Buyer shall be obliged to pay the purchase price according to each invoice/pro forma invoice in accordance with the agreed payment terms to the Seller's transaction

account indicated on the invoice/pro forma invoice. The payment due date shall be deemed to be an essential element of the transaction. In the event of early payment, the Seller may provide the Buyer with an additional discount which may be determined by the Seller. Only timely payments received from the Buyer will be taken into account by the Seller in determining the amount of such additional discount, while any payments received by the Buyer after the due date of the invoice issued will not be taken into account in determining the discount.

- 4.9** The date of payment of an invoice shall be deemed to be the date on which payment of the full amount of that invoice is received in the Seller's transaction account.
- 4.10** If the Buyer fails to make payment within the agreed period, the Seller shall be entitled to immediately suspend or not commence any activities for the production and/or delivery of the Goods, and the Seller shall be entitled to suspend any activities already in progress for the delivery of the Goods until the overdue payments have been settled. The Seller shall notify the Buyer within five (5) days of the suspension of production and/or delivery. The Seller shall not be obliged to commence or resume production of the Goods until the Buyer has paid the overdue payments and provided the relevant evidence to that effect. Default in payment shall also reasonably extend any time limits agreed in the legal transaction.
- 4.11** In the event of any delay in delivery of the products resulting from late payment by the Buyer, the Seller shall not be liable for any delay or for any damages, costs or penalties or any other charges whatsoever arising out of the delay in payment. If any of the circumstances described in Paragraph 4.10 arise, the Parties may agree to continue their business in such a way that the Buyer shall always make payment in advance of delivery (payment by pro forma invoice) and the Seller reserves the right to set an immediate due date for all outstanding obligations of the Buyer.
- 4.12** The Seller shall have the right to set off any of its obligations towards the Buyer against its claims towards the Buyer arising out of their mutual business. The Seller undertakes to notify the Buyer in writing of the set-off by providing the relevant specification of the receivables which have been terminated by the set-off.
- 4.13** In the event of default in payment, the Buyer shall be liable to pay default interest at the statutory interest rate in the Republic of Slovenia from the date of default until the date of payment, as well as all costs associated with the collection of payment and reminders. For each reminder sent to the Buyer for late payment, the Seller may claim a reminder fee of 100,00 EUR.
- 4.14** If the Buyer has outstanding debts or is in default of payment, the Seller shall be entitled to apply the Buyer's payment funds to the payment of the Buyer's oldest and outstanding debts, including interest and any collection costs.
- 4.15** A Buyer from an EU Member State claiming VAT exemption must provide all necessary legal documentation to enable the Seller to comply with all legal and financial (tax) requirements for VAT exemption. This applies in particular to proof of supply of Goods within the European Union, a VAT ID or any special tax exemption related to the Buyer.
- 4.16** Ownership and possession of the Goods shall not pass to the Buyer until the purchase price for the Goods has been paid in full and the Buyer has paid any other sums due from the Buyer to the Seller.
- 4.17** If the Buyer requires that the transaction be conducted in a foreign currency, the Buyer acknowledges and accepts all currency risks associated with conducting business in a currency other than the Seller's. All prices, payments and other financial obligations shall be stated in the currency of the Seller unless otherwise agreed. The Buyer assumes all responsibility for any losses or additional costs incurred as a result of fluctuations in currency exchange rates. The Seller shall not be liable for any direct or indirect damages, loss of profits or other consequences arising from currency fluctuations.

5. DELIVERY TIME

- 5.1 The Seller shall deliver to the Buyer the agreed quantity and type of Goods or Services within the delivery time and in accordance with the parity as agreed in the order confirmation or the contract, as the case may be. The quotation or pro forma invoice shall provide indicative delivery times only.
- 5.2 If the Buyer changes the order or is in default of its obligations which are unavoidably necessary for the Seller to be able to commence production of the Products/Goods ordered, the Seller shall set a new delivery period. The Seller shall not suffer any adverse consequences on this account.
- 5.3 The delivery period shall not be deemed to be an essential element of the contract in the sense of Article 104 of the Code of Obligations.
- 5.4 If the Buyer fails to collect the Goods within the agreed delivery time, or if dispatch is delayed or postponed for a longer period at the Buyer's request or through the Buyer's fault, the Buyer shall bear the storage costs at current market prices. The Seller shall invoice the Buyer for the storage costs. If, for reasons attributable to the Buyer, the Goods are stored with the Seller for more than six (6) months from the date of manufacture, the Seller shall not be liable for the quality of the Goods and the Seller may destroy the Goods at the Buyer's expense if the Buyer fails to take delivery of the Goods within six (6) months from the date of manufacture.
- 5.5 Liability for risk of accidental destruction of or damage to the Goods, and therefore liability for damage, shall pass from the Seller to the Buyer in accordance with the agreed parity, except that in the case of Paragraph 5.4, liability for risk of accidental destruction of or damage to the Goods shall pass to the Buyer on the date on which the Buyer becomes in default.

6. PLACE AND MANNER OF DELIVERY

- 6.1 The Seller shall deliver the Goods in accordance with the parity specified in the confirmed written order or in the contract.
- 6.2 Unless otherwise specified in the General Terms and Conditions or by agreement between the parties, the latest edition of the INCOTERMS clauses issued by the International Chamber of Commerce in Paris shall apply to the transfer of liability for the Goods (risk of accidental destruction or damage to the Goods and liability for damages) in accordance with the agreed parity.
- 6.3 If the Buyer fails to collect the Goods within the delivery period, the Seller shall first give the Buyer a written notice to collect the Goods. If the Buyer fails to collect the ordered Goods after five (5) working days from the receipt of the notice, the Goods shall be deemed to have been accepted and the Seller shall be entitled to charge the Buyer for the ordered Goods, as well as for any additional costs of storage, processing or destruction of the Goods. In the event of delay in collection of the Goods, the risk of accidental damage or destruction of the Goods shall pass to the Buyer as from the date on which the Buyer becomes in default.
- 6.4 The Seller may, at the Buyer's option, insure the Goods during transport, but the cost of insurance shall be borne by the Buyer.

7. PACKAGING AND STORAGE OF GOODS

- 7.1 The selling price of the Goods includes the price of the transport carton, foil, palletizing and simple binding as standard packaging. In the event of special requirements for packaging, wrapping or additional protection for transport, the cost shall be borne by the Buyer.
- 7.2 If the Goods are packed on pallets, the pallets shall be charged to the Buyer unless otherwise agreed between the Seller and the Buyer.

- 7.3 If the Buyer fails to collect the Goods on time or as agreed between the parties, the Seller may charge the Buyer for storage costs, but the risk of accidental destruction or damage to the Goods shall nevertheless pass to the Buyer immediately from the day on which the Buyer is in default.

8. PRINT, TOLERANCES, CLICHÉS AND TOOLS

- 8.1 The Buyer shall ensure that files in .pdf format are prepared in accordance with the current flexographic printing guidelines published on the Seller's website <https://www.cetisflex.com/>. When preparing source files, in particular those for thermo-shrink sleeves, the Customer shall provide complete source files, including all graphic material and a 3D file of the product to which the thermo-shrink sleeve is to be applied. For further guidance on the preparation of the files and source materials, the Buyer may consult the Seller's website <https://www.cetisflex.com/>.
The Seller shall be bound by the confirmation of the .pdf document with regard to the design and the confirmation of the .pdf document with the dimensioned design by the Buyer. By this confirmation, the Buyer assumes full responsibility for the final performance and any claims due to subsequent changes shall be disregarded by the Seller, except in the case of agreement between the Buyer and the Seller.
- 8.2 Colour variations between the digital preview and the final print are possible due to technological differences in the printing process. Tolerable colour deviations are determined in accordance with the ISO flexographic printing standard (ISO 12647-6), which defines tolerances for colour consistency. It is generally accepted that ΔE values between 3,0 and 6,0 are considered acceptable in the printing industry. Minimal variations in hue, saturation and colour intensity are not considered a defect if they are within the limits of the standard.
- 8.3 Register tolerance $\leq 0,45$ mm: deviations within this limit shall not be considered a defect and shall not give rise to a complaint. It is essential that all prints are made within this tolerance, as minor shifts of up to 0,45 mm in multi-colour printing do not affect the quality of the final product and are unavoidable in technical terms.
- 8.4 Approval of the print file: the preview file shall be provided in .pdf format in low resolution. By signing the preview file, the Buyer confirms that the dimensions, marker (photo cell), barcode, text, colour separation and layout of the elements in the submitted .pdf file are correct, and thereby approves the printing of the product. The colours of the .pdf file for review on the Buyer's computer or printer may differ from the colour of the printed product. The Buyer may use the Pantone catalogue as a reference for Pantone colours. To display the file correctly, the customer can turn on overprint. In Acrobat, "Use preview for overprint" is to be set to "Always" (Edit -> Settings -> Page Display).
- 8.5 Print plates shall be produced on the basis of approved source files provided by the Buyer. In the event of changes after confirmation, the Buyer shall be liable for the Seller's costs incurred for additional preparation.
- 8.6 The Seller shall ensure that the plates are produced in accordance with the requirements of the ISO standard for flexographic printing, including quality control and colour matching.
- 8.7 The printing plates and tools, including all forms of electronic files, printing plates or screens, engravings, films, cutting or embossing tools and other accessories, shall remain the exclusive property of the Seller unless otherwise expressly stated on the Seller's invoice, quotation or other document.
- 8.8 The plates shall not become the property of the Buyer after payment. The photopolymer plates shall be stored in the Seller's warehouse. Under ideal storage conditions, the plates can be stored for up to 24 months; after this period, the plates may begin to show signs of deterioration (reduced flexibility, cracks or deterioration of the surface) which may affect the printing performance. Although plates may remain functional for longer periods, the best print quality is achieved within this recommended time frame. After the

agreed period, they shall be destroyed by the Seller without prior notice to the Buyer, unless otherwise agreed in writing by the parties. The Seller shall not be liable to the Buyer for the storage of plates and tools.

- 8.9** The Buyer shall warrant that it has all relevant intellectual property and other rights in all files and graphic materials submitted to the Seller for printing and that the files and graphic materials are free from copyright and related rights of third parties. The Buyer warrants that it has the right to provide the files and graphic materials to the Seller for the purposes of the transaction and that the Seller's acceptance of such files and materials and the execution of the transaction will not infringe any third party rights. In the event that third party copyright is nevertheless infringed, the Buyer shall fully indemnify and hold the Seller harmless from all obligations and liabilities and shall compensate the Seller for all damages incurred.
- 8.10** The EAN code of the product must be prepared in accordance with the GS1 standard and must be clearly indicated on all relevant documents. If the Buyer does not follow the GS1 guidelines (e.g. changes dimensions, colour or quiet zone), the Seller shall not be held liable for any illegibility or poor quality of the code. Subject to any technical requirements, the Seller shall ensure that the EAN code is at least readable in quality class C in accordance with the relevant ISO barcode verification standards, unless otherwise agreed.
- 8.11** Tolerances on the quantity of products delivered shall depend on the individual order according to the complexity, material used, dimensions, intended use of the product, etc. Unless otherwise specified and agreed in the written order confirmation, the Seller's performance of the order shall be correct when the quantities delivered deviate as defined below:

Flexible packaging (rolls and bags of all shapes):

Less than 5,000 bags +/- 25%	Less than 300 kg +/- 50%
5,000 to 10,000 bags +/- 15%	300 to 500 kg +/- 35%
10,000 to 25,000 bags +/- 10%	500 to 1000 kg +/- 25%
25,000 to 100,000 bags +/- 8%	1000 to 3000 kg +/- 15%
more than 100,000 +/- 5%	more than 3000 kg +/- 10%

For other products:
= +/- 10%

8.12 Dimensional tolerances

Typical dimensional tolerances of films and wrappers:

- Length of film, wrapper: ± 1 mm
- Width of film, wrapper: ± 2 mm

Typical dimensional tolerances of sleeves:

- Length of sleeve: ± 1.5 mm
- Width of sleeve closed format: +2 mm

Typical dimensional tolerances of bags:

- Length of bag: ± 5 mm
- Width of bag: ± 5 mm
- Layer thickness: $\pm 10\%$
- Bottom width: ± 5 mm

- Position of accessories: ± 3 mm
- Position of the print on the bag: ± 5 mm

Typical dimensional tolerances of labels:

- Label dimensions: ± 0.5 mm
- Label offset on the carrier tape (± 1.0 mm LEFT/RIGHT)
- Label to label gap ± 0.5 mm

9. GUARANTEE AGAINST DEFECTS AND CLAIMS

9.1 The Buyer shall carry out a quantity and quality inspection of the Goods immediately upon receipt of the said Goods. The Buyer is obliged to declare any obvious defects in writing in the form of a claim note immediately upon receipt, but no later than within eight (8) days, otherwise the Goods shall be deemed to have been accepted and subsequent claims for quantity and visible defects shall no longer be possible. Hidden defects must be reported by the Buyer as soon as they are discovered. The Seller shall not be liable for any defects which are discovered after the expiry of the period of use or after six (6) months from the date of acceptance of the Goods or Services. Claims shall only be accepted provided that the Goods have been properly stored with the Buyer. Goods are properly stored if they are sealed in their original packaging, if they are stored up to the expiry date stated on the product specification, if they are stored in a dry place where they are not exposed to sunlight and/or moisture, at a maximum temperature of 20 degrees C ($^{\circ}\text{C}$) ± 5 degrees C ($^{\circ}\text{C}$) and 50% $\pm 5\%$ relative humidity.

9.2 The Seller shall only accept a Buyer's claim if it is made in writing or sent to the Seller's official email address and if it is timely and duly substantiated. The complaint must always be in writing, sent either by registered letter to the Seller's business address or to the Seller's official e-mail address, including a claim note. The claim note must contain at least the following information:

- the date and place of the claim,
- the material number (SKU), the batch number and a picture of the traceability label,
- the number of the document accompanying the goods claimed (delivery note),
- a description of the goods claimed and any photographs of the goods,
- the quantity claimed,
- a detailed description of the claim,
- the condition of the packaging (if damaged, description of the damage),
- the name and surname of the persons involved in the preparation of the claim note.

The Buyer is obliged to allow the Seller to inspect the goods claimed within at least ten (10) working days after receipt of the claim. The Seller shall not be obliged to deal with inadequately or incompletely documented claims. The Seller may allow the Buyer to collect the goods claimed or send the Buyer a sample of the goods claimed.

9.3 A suitable photograph of the packaging containing the SKU and the batch number and a picture of the label on the core and the shipping carton shall be sufficient to claim any defects on the outer packaging. The note claiming defects on the goods during transport must also be signed by the carrier and any damage must be documented by photographs in such a way that it is clear that the damage occurred during transport.

- 9.4** The Buyer may not destroy the goods claimed without the written consent of the Seller.
- 9.5** The Seller is obliged to respond to the claim and to initiate the claim resolution procedure as soon as possible, but no later than ten (10) working days from the date of receipt of the notice of claim, which shall include all necessary evidence of the defect and samples of the defective Products as set out in Paragraph 9.2. The claim must be resolved within a reasonable period of time, i.e., such as is objectively necessary to carry out the procedures necessary to establish the facts and resolve the claim. The Buyer undertakes to cooperate with the Seller to resolve the claim as soon as possible.
- 9.6** The Buyer may not return the goods claimed to the Seller without the Seller's prior written consent. The Buyer is obliged to keep the goods until the claim has been resolved and to treat them with care, otherwise the Seller has the right to reject the claim.
- 9.7** The Seller reserves the right to reject the claim in the following cases:
- 9.7.1 if it is established that the unusability or damage to the Product is due to improper or careless handling or use of the Product, mechanical damage and failure due to force majeure;
 - 9.7.2 if the Seller has warned the Buyer of the possibility of non-compliance with the technical requirements laid down by the Buyer and the Buyer has not complied with the warning;
 - 9.7.3 if the product has been incorrectly selected or used in combination with products of other manufacturers;
 - 9.7.4 if the product has been improperly stored (Paragraph 7.3) or installed;
 - 9.7.5 if a characteristic or property of the product has not been predefined or required within a specified tolerance range;
 - 9.7.6 if the Buyer has confirmed in writing a .pdf file or other document which is a condition for the performance of the order.
- 9.8** In the event of a justified claim, the Seller shall decide whether to rectify the defect in the product or to provide a replacement or to reduce the purchase price and issue a credit note.

10. LIMITATION OF THE SELLER'S LIABILITY

- 10.1** The Seller's liability is limited to the replacement of defective products for which the Seller is responsible. The Seller shall not be liable for any other damages (e.g. consequential damages, indirect damages, lost profits), nor shall the Seller be liable for any damages suffered by the Buyer as a result of the Buyer's delays or failures in the performance of its contractual obligations, in particular not as a result of any incorrect or inaccurate data, specifications, designs or any other information provided by the Buyer, untimely actions or performance by the Buyer, unless the Seller has acted intentionally or with gross negligence. In no event shall the Seller be liable for any damage arising from the use of the Goods by the Buyer or by a third party (e.g. labels affixed to bottles), whether the Goods have been used properly or not.
- 10.2** The Seller shall not be liable for any damage not directly caused to the Goods, i.e. for indirect damage, loss of profit and/or other material and non-material damage to the Buyer. The above limitation of liability shall not apply if the damage is caused intentionally or through gross negligence. The exclusion of liability shall also apply to the Seller's associates, employees, agents and implementation assistants.
- 10.3** The value of the Buyer's claim for defective products and/or damages due to defects and/or delay in performance of contractual obligations shall not exceed the value of the products delivered.

11. FORCE MAJEURE

- 11.1 The Seller shall not be liable for any failure of performance resulting from force majeure and shall be exempt from liability for damages in such a case.
- 11.2 Force majeure shall be deemed to be circumstances arising from an external cause beyond the Seller's control and which could not have been anticipated, prevented, averted or avoided (unforeseeable and uncontrollable external events).
- 11.3 The Seller shall notify the Buyer as soon as possible of the impossibility of performance of the transaction due to force majeure.
- 11.4 During the period of force majeure, the contractual obligations of the parties shall be suspended, with the exception of the obligation to pay for products already delivered or services already rendered.
- 11.5 If the Force Majeure persists for more than four (4) months, the parties shall agree on the further fate of the transaction. If they are unable to reach an agreement, either party shall be entitled to unilaterally terminate the transaction by written notice to the other party.

12. WITHDRAWAL FROM THE TRANSACTION AND CHANGES TO THE TRANSACTION DUE TO CHANGED CIRCUMSTANCES

- 12.1 The Seller has the right to withdraw from the transaction without notice in the following cases:
 - 12.1.1 if the Buyer fails to fulfil or is in breach of its obligations under the transaction and fails to remedy the breach even within a further period of time following a prior notice from the Seller;
 - 12.1.2 if the Buyer fails to make payments within the time limits and in the manner provided for in the legal transaction or the accepted offer, even after a reminder from the Seller;
 - 12.1.3 if the Buyer fails to provide, at the Seller's request, adequate payment security or additional payment security or a revised method of payment;
 - 12.1.4 if the Buyer is the subject of bankruptcy or liquidation proceedings or compulsory administration proceedings or summary winding-up proceedings;
 - 12.1.5 if the Buyer becomes insolvent in the Seller's opinion, even if the insolvency has not been established by a court decision, or if there are other reasons from which the Seller may reasonably conclude that the Buyer will be unable to fulfil its obligations;
 - 12.1.6 if the buyer goes out of business;
 - 12.1.7 if a court or other enforcement order has been issued against the Buyer for payment of a debt and the Buyer's accounts have therefore been blocked for more than one (1) month;
 - 12.1.8 if, in the Seller's opinion, there is any such adverse development in the Buyer's economic, legal or personnel situation or other such circumstances arise which would or might place the Seller at a material disadvantage or which would seriously undermine the Seller's confidence in the Buyer and/or the Buyer's ability to perform its obligations, or which might in any way jeopardise, impede or render impossible the performance of the Buyer's obligations;
 - 12.1.9 if there is a change of control of the Buyer (change of majority ownership of the Buyer);
 - 12.1.10 if the circumstances of the transaction have changed to such a degree that the original purpose for which the transaction was entered into can no longer be achieved;
 - 12.1.11 in other cases specified in the General Terms and Conditions or in the mutual agreement or in the Seller's quotation.

- 12.2** If the Seller withdraws from the transaction, the Buyer shall be obliged to pay the Seller for any outstanding and due obligations, for all goods and services delivered up to that time and, in the cases referred to in Paragraph 12.1, to reimburse the Seller for all costs and damages incurred by the Seller as a result of the withdrawal.
- 12.3** The Buyer has the right to withdraw from the transaction in the following cases:
 - 12.3.1 if the seller becomes unable to perform;
 - 12.3.2 if the performance of the subject matter of the transaction is delayed due to force majeure and the parties are unable to agree on the further fate of the transaction in accordance with Paragraph 11.5;
 - 12.3.3 if the Buyer intends to stop the sale of the Seller's products which are manufactured by the Seller specifically for the Buyer as non-standard products over an extended period, provided that the Buyer repays all outstanding liabilities and obligations to the Seller which are not yet due and purchases all parts manufactured in accordance with all types of orders of the Buyer (including framework orders or forecasts).
- 12.4** The notice of cancellation or withdrawal shall be given by registered post and shall take effect from the date of service on the other party to the contract or, in the event of failure of service, from the date of the first unsuccessful attempt to serve the registered post.
- 12.5** Upon termination of the transaction for any reason whatsoever, all rights and obligations of the parties acquired or incurred during the term of the transaction shall remain in force, unless otherwise provided in the transaction or in the General Terms and Conditions. The provision of this paragraph shall be without prejudice to any other rights that a contracting party may have under applicable law.
- 12.6** If, after the conclusion of the transaction, circumstances arise which make it so difficult for the Seller to fulfil its obligations that it would be unfair to place the contractual risks solely on the Seller, the Seller shall have the right to propose a modification of the transaction, including in particular a modification of the agreed prices, or to propose other measures to remedy the situation, or, exceptionally, the Seller may also request the termination of the contract.
- 12.7** The Seller must inform the Buyer immediately of the occurrence of the changed circumstances. The parties are obliged to consult each other on the implementation of the transaction and on other possible solutions to the situation.
- 12.8** Notwithstanding the changed circumstances, the Seller shall endeavour to fulfil its obligations to the extent objectively possible, but in such case the Seller shall be entitled to reimbursement of the necessary costs incurred in connection therewith after the notification of the changed circumstances, which would have caused the Seller to suffer economic loss.
- 12.9** If the parties fail to settle their relationship in regard to the transaction within a reasonable period of time so as to enable the Seller to proceed with the performance of the transaction, the Seller shall be entitled to withdraw from the transaction.

13. PROTECTION OF TRADE SECRETS AND OF PERSONAL DATA

- 13.1** The Seller and the Buyer are obliged to protect the trade secrets of which they become aware in the course of the performance of their duties arising out of the business relationship in accordance with the General Terms and Conditions and shall not disclose such trade secrets to unauthorised third parties.
- 13.2** Trade secrets include all documents and information relating to the Transaction and any business relationship arising therefrom. Examples of trade secrets are: quotations, price lists, sketches, schematics, product samples, prototypes, calculations, formulae, reports, instructions, minutes, communications between the parties, contracts and other information specified in the general acts of both parties and any information which constitutes a competitive advantage for the Seller or information the disclosure of which to unauthorised persons would clearly cause substantial damage to the Seller.

- 13.3** The Buyer expressly undertakes to instruct all its employees who have access to the content of the transaction/business relationship with the Seller and who are involved in its implementation within the scope of their position, on the confidentiality of all documents and data.
- 13.4** The obligation to protect business secrets shall not cease even after the termination of the business relationship between the Seller and the Buyer. The Buyer shall keep the trade secrets confidential even after the termination of the contractual relationship.
- 13.5** The Seller declares that its personal data protection is regulated in accordance with the applicable legislation. The Seller undertakes to protect all personal data which will be used exclusively for the performance of the order or transaction. For more information on the Seller's processing of personal data, please refer to the Privacy Policy published on the Seller's website.
- 13.6** The Buyer shall be responsible for the regulation of the protection of personal data in accordance with the applicable legislation.
- 13.7** In the event of a breach of the obligation of protection of trade secrets and of personal data, the Buyer shall be liable for damages incurred by the Seller and undertakes to compensate the Seller for any damages caused.

14. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING CLAUSES

- 14.1** The Buyer shall endeavour to observe the highest moral and ethical standards and shall not engage in any corrupt practices, including extortion, fraud or bribery, nor shall it engage in any money laundering or similar activities. The Seller will not tolerate any offer or demand of value by the Buyer or any threat to influence the process of supplying goods and services or the performance of contracts or any other activity that constitutes money laundering or similar activities with the intent to launder money. The Buyer agrees that a breach of this provision constitutes a material breach of the legal transaction.
- 14.2** The Seller may terminate the legal transaction with immediate effect by giving written notice to the Buyer and may recover damages from the Buyer resulting from such termination if at any time the Seller becomes aware that the Buyer, or any person employed by or acting on behalf of the Buyer, has engaged in conduct which constitutes a breach of this clause, or which constitutes a breach of the regulations prohibiting money laundering or corrupt practices, whether or not the Buyer is aware of any such conduct.

15. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 15.1** The Seller's trademarks, patents and designs, as well as information, data, know-how, sketches, samples, prototypes, signs, concepts, ideas, strategies, etc., prepared/produced by the Seller for the Buyer's use during the tender phase, in the course of the transaction or in connection therewith, are the Seller's property and belong exclusively to the Seller. The transfer of intellectual property rights from the Seller to the Buyer shall only be possible upon the conclusion of a specific written transfer agreement which is clear and unambiguous and provides for a transfer for consideration.
- 15.2** The Buyer shall not be entitled to any registration or other protection of the Seller's intellectual property rights, but if any such registration is made, the Buyer shall immediately transfer all ownership rights to the Seller free of charge. If the Buyer registers or otherwise protects intellectual property rights contrary to the provisions of this paragraph and does not transfer the holder's rights to the Seller, the Seller shall be deemed to have an exclusive, content, time and territory unlimited and royalty-free licence to use such rights in relation to the Buyer and third parties by virtue of the General Terms and Conditions.

- 15.3** The Buyer shall be solely responsible for checking the copyright of the materials used, including with regard to the reproduction of the order, the processing, modification or other use of any printing substrates. The Buyer shall indemnify the Seller against any claims by third parties for infringement of copyright, related rights or protection of personality rights and shall notify the Seller immediately of any such claims, otherwise the Buyer shall indemnify the Seller for any damage caused to the Buyer as a result thereof. The Buyer is solely responsible for the content (image and text) of the ordered print product.

16. ASSIGNMENT OF CLAIMS, SET-OFF

- 16.1** The Buyer may not assign any claim it has against the Seller to third parties without the Seller's written consent.
- 16.2** The Buyer may not set off its claim against the Seller against any claim the Seller has against the Buyer.

17. VALIDITY OF THE GENERAL TERMS AND CONDITIONS

- 17.1** The General Terms and Conditions shall remain in force indefinitely or until new or amended General Terms and Conditions come into force.
- 17.2** The Seller reserves the right to amend the provisions of the General Terms and Conditions.
- 17.3** Should any particular provision of the General Terms and Conditions become or prove to be invalid or unenforceable in whole or in part, the validity or enforceability of the remaining provisions of the General Terms and Conditions shall not be affected.
- 17.4** The Seller shall notify the Buyer of the intended amendment or new General Terms and Conditions by posting on the Seller's website <https://www.cetisflex.com/en> at least fourteen (14) days prior to the intended effective date of the amended or new General Terms and Conditions.
- 17.5** Upon the announced or published entry into force of new or amended General Terms and Conditions, the Buyer may terminate an existing transaction by giving ninety (90) days' written notice of termination prior to the anticipated entry into force of the new or amended General Terms and Conditions.

18. FINAL PROVISIONS

- 18.1** The Seller and the Buyer shall be bound only by the obligations set out in the General Terms and Conditions or agreed in writing between them and by the provisions of the Code of Obligations, other laws and regulations of a mandatory nature.
- 18.2** The Buyer is obliged to notify the Seller in writing without delay of any change in the details of its registered office, business address or other information relevant to the business relationship with the Seller.
- 18.3** For the interpretation and assessment of all provisions of the General Terms and Conditions, as well as for the regulation of relationships arising from all legal transactions derived from them, the law of the Republic of Slovenia shall apply, taking into account that the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 18.4** In the event of a dispute regarding the relationship between the Seller and the Buyer, the materially competent court in Celje shall have local jurisdiction for decision-making.
- 18.5** The General Terms and Conditions may be written in several languages, whereby the only authentic text of the General Terms and Conditions shall be the version written in the Slovene language. In the event of any dispute, ambiguity, inconsistency or

interpretation, the Slovene language shall apply. Any translations are for informational purposes only.

18.6 The General Terms and Conditions are published on the Seller's website <https://www.cetisflex.com/en> and are valid from 09. 10. 2025.

Celje, 09. 10. 2025.

CETIS FLEX, Flexible Packaging and Labels, Ltd

Matjaž Planinšek, Director