

	ANTRON d.o.o. IZOLA, Trgovska ulica 3, 6310 IZOLA	OP 7.2.2.
	STANDARD DELIVERY TERMS AND CONDITIONS	Issue: 01 Jan.2013

I. Conclusion of contract

1. The Standard Terms and Conditions shall apply for all deliveries and services. Any Terms and Conditions of the customer are herewith opposed. Our Standard Terms and Conditions shall be the sole content of the contract.
2. Our offers are without engagement. Agreements, in particular verbal subsidiary agreements and undertakings given by our sales personnel, shall only become binding through written confirmation by our authorised agent.
3. The documents forming part of the offer, such as photocopies, drawings, weight and dimension specifications, are only approximately authoritative, unless they are explicitly described as binding in writing. The contractor/seller retains right of ownership and copyright for quotations, drawings and other documents; they may not be made accessible to third parties without the explicit approval of the contractor/seller.

II. Prices

1. In the absence of any other agreement, prices shall apply ex works or ex warehouse. Freight charges, packaging at cost price and value-added tax at the current rate shall be charged separately.
2. If, in the case of contracts with an agreed delivery time of over four months, there should be a significant change in respect of certain cost factors, relating in particular to factors such as wages, material, energy or freight, the agreed price may be adjusted to an appropriate extent in accordance with the influence exerted by the determining cost factors.
3. Subsequent reduction of the order quantity, or subsequent reduction of the number of items in the event of an agreed part delivery, as well as the reduction of agreed call-offs is generally not admissible. If in individual cases we agree to alter the contract, unit prices shall rise, also taking account of additional set-up and starting costs.

III. Delivery period

1. Place of performance for deliveries is the registered office of the contractor/seller.
2. The contractor/seller shall only be in default with his obligation to deliver, without warning by the customer/buyer, if a time determinable by the calendar has been agreed on explicitly and in writing as binding for the delivery. The warning by the customer/buyer must be given in writing.
3. The delivery period begins with the dispatch of the acknowledgement of order, but not before the provision by the customer/buyer of the documents, authorisations, approvals, receipt of any agreed deposit and clarification of all details of execution of the delivery, with the reservation that the contractor/seller himself be supplied in good time. In the event of ex

works sales, the period of delivery has been observed if the delivery item has left the factory by the expiry of said period, or if readiness for dispatch has been advised, insofar as the goods could not be dispatched in good time without any fault on our part.

4. Events representing force majeure, steps taken in the context of industrial disputes and unpredictable circumstances which make delivery significantly more difficult or temporarily impossible (e.g. fire, mechanical defects, raw material or energy shortages, steps taken in the context of currency or trade policy or other steps taken by a sovereign state, transport route blockages etc), will entitle us to extend the delivery period for the duration of the obstacle together with an appropriate lead in time. It is immaterial whether the obstacle in question primarily affects ourselves or our suppliers. The contract will be amended accordingly in the event of one of these unpredictable events occurring, where it significantly alters the commercial significance or substantive nature of the performance. If such an amendment is not acceptable for commercial reasons, we shall be entitled to repudiate the contract in full or in part. If the above-mentioned events render delivery or performance impossible, we will be released from the delivery obligation, and the customer/buyer will not be entitled to demand damage compensation.

5. With the exception of the provision in No. III. 4., the customer/buyer can only withdraw from the sale in the context of statutory provisions if the contractor/seller is responsible for the delay in respect of the delivery or performance. The above provision is not associated with any shift of the burden of proof to the client's/purchaser's disadvantage. In the event of a delivery delay which is not based on No. III. 4, the purchaser/client must set the contractor/seller an appropriate period for retrospective performance; this should generally not be below two weeks. Once this period has elapsed without success, the customer/buyer may withdraw from those deliveries and performances in respect of which we have not advised despatch readiness prior to expiry of the set period for retrospective performance. The customer/buyer shall only be entitled to repudiate the contract as a whole if the part performance already provided, or further part performances to be provided, are of no interest to the customer/buyer; this applies in particular to multiple delivery contracts. If so requested by the contractor/seller, the customer/buyer is obliged to state, within an appropriate period, whether he is repudiating the contract due to the delivery or performance delay, or whether he insists on the delivery or performance. Part deliveries in respect of the total order volume, or part performances, are admissible if it is reasonable to expect the customer/buyer to accept them.

6. If the contractor/seller should be culpably responsible for a delay, the client/seller may demand compensation for each completed week of delay of 0.3% per week, to a maximum of 4% of the price for that part of the delivery or performance in respect of which the contractor/seller is responsible for a delay; this only applies if the customer/buyer can make a credible case for having suffered damage.

Both damage compensation entitlements on the part of the customer/buyer relating to a delay in delivery or performance, and damage compensation entitlements in lieu of performance, which go beyond the limits mentioned above, shall be ruled out in all cases of delayed delivery or performance, even after expiry of any period which the contractor/seller may have been set for delivery or performance. This does not apply in cases of compulsory liability for cases of premeditation, gross negligence, or injury to life, limb or health.

IV. Shipment, Passing of Risk

1. In the absence of special agreements, packaging, route and means of shipment shall be chosen at our discretion. Risk passes to the customer on acceptance of the goods - part shipments being admissible - by the freight forwarder or carrier or other personnel, including own personnel. In the event of dispatch using own personnel, no liability can be accepted for ordinary negligence.

2. Goods reported as being ready for dispatch in accordance with the contract must be called without delay, since we are otherwise entitled to dispatch them at the expense and risk of the customer/buyer, or to store them at normal market prices.

3. All commercial terms shall be interpreted according to INCOTERMS 2010.

V. Order on Call

1. For long-term agreements with continuous delivery we shall be issued with calls and special issues for approximately equal monthly delivery quantities, since we are otherwise entitled to determine delivery at our reasonably exercised discretion.

2. A reasonable period must be given to deal with each call. Unless otherwise agreed, we shall grant a period of 30 days, starting from the day of the agreed call date; if this period expires, we shall be entitled, at our discretion, to invoice the goods immediately and at the same time to store them at the expense of the purchaser until they are called, or to withdraw from the contract or to claim compensation for non-performance.

VI. Payment

1. Our invoices fall due immediately and shall be payable without deduction within 30 days of invoice issued unless otherwise agreed.

2. If the customer/buyer falls into payment arrears, we shall be entitled to levy delayed payment interest of statutory default interest rate. All the contractor's/seller's rights deriving from arrears on the part of the customer/buyer shall remain unaffected thereby.

3. If the customer/buyer defaults, does not honour a bill at maturity or if we should subsequently become aware of circumstances indicating a deterioration in his solvency, our entire accounts receivable shall become due immediately, notwithstanding the above terms of payment. In this case, we shall only be obliged to continue delivery if the customer/buyer offers us payment in advance. If no cash payments are offered concurrent to a delivery, we shall be entitled to claim compensation for nonperformance or to withdraw from the contract.

4. The offsetting or assertion of rights of retention on the basis of claims for money not recognised by us or not recognised by declaratory judgement cannot be accepted.

VII. Retention of title

1. The delivered goods shall remain our property until full payment of all claims resulting from the business connection between the customer/buyer and us. This shall also apply for future and conditional claims, and also if payments have been made towards specifically designated claims.

In the event of conduct by the customer/buyer contrary to the terms of the contract, we shall be entitled to take back the purchased article(s).

VIII. Performance Description, Tools

1. Insofar as details are defined by EU Directive 89/686/EEC PPE concerning design, including tolerances to be complied with, these EU standards shall be complied with in the largest tolerance group.

2. In all other respects we retain the right to deviate within the standard commercial scope.

3. The tools and devices manufactured for production shall remain our property, regardless of the charging of cost shares. If a storage period for the tools is required, this must be stated in writing.

4. Documents of all kinds which we have provided the customer with, for example, samples, drawings and the like, shall remain our property and must not be made accessible to third parties. They must be returned to us at our request at any time, and otherwise without being asked when they are no longer required to deal with the order.

IX. Inspection and Acceptance

1. Each product is individually tested according to EN. This testing is included in the unit price. Additional inspections are subject to extra charge.

2. If acceptance is agreed, or necessary on account of relevant material standards, this must be effected on our premises immediately on advice of readiness to dispatch; in such cases, any costs that may arise must be borne by the customer/buyer. If the inspection is not effected within 3 days of advice of readiness to dispatch, we are entitled to dispatch the material without any further warning, or to store it at the expense and risk of the customer. Acceptance shall be deemed to have taken place once a further two weeks have elapsed following advice of readiness to dispatch, unless undetectable defects should be present.

X. Guarantee

1. The customer/buyer must inspect our goods immediately following delivery or following advice of readiness to dispatch. Apparent defects must be notified in writing within 8 days of delivery or advice of readiness to dispatch. In this regard, any processing or conversion must cease immediately.

Defects which could not be detected even after the most careful of checks - for example, defects which could only be detected once the item has been machined down - must be notified immediately in writing following their occurrence. The customer/buyer is obliged to check the delivered goods for completeness immediately following delivery. If, in the course of this inspection, he should notice a delivery shortfall, he must notify the contractor/seller immediately, at the latest within 8 days.

1a. In the case of a justified, timely and written notification of defect, the contractor/seller will rectify defects the cause of which was already present at the time of transfer of risk, free of charge; the contractor/seller may decide to rectify the defect either by means of retrospective improvement or by means of replacement delivery. If the retrospective performance should fail, the customer/buyer may demand that the contract be cancelled (repudiation) or that the remuneration be reduced (reduction).

1b. There shall be no warranty entitlements in the case of insignificant deviation from the agreed nature of the goods, or in the case of insignificant impairment of usability. Nor is any guarantee assumed for defects or damage arising for subsequent reasons: unsuitable or improper use, incorrect assembly or commissioning by the customer/buyer or third parties, normal wear-and-tear (especially of parts subject to wear-and-tear), incorrect or negligent treatment, unsuitable operating equipment, replacement materials, defective structural work, unsuitable construction substrate, or chemical, electronic or electrical influences, unless these can be traced back to the contractor's/seller's culpability. Any alteration or repair works carried out improperly by the customer/buyer or third parties, or carried out without the contractor's/seller's prior approval, will render void the liability for any consequences thereof.

1c. In the case of defect rectification, the customer/buyer must set the contractor/seller an appropriate period for the necessary work to be carried out. If the customer/buyer refuses to set such a period, the contractor/seller shall be exempted from liability for the defect.

1 d. Warranty claims shall become statute barred 36 months following delivery. The contractor/seller will only assume a defect warranty for used goods if this has been expressly agreed in writing with the customer/buyer. The contractor/seller is entitled to refuse to provide a defect warranty for as long as the customer/buyer fails to immediately make the defective goods available on request.

2. In order for us to assess the costs associated with the complaint and repairs, the goods must be shipped to our company's registered office, free of charge. We will not assume responsibility for any incidental or consequent loss, such as dismantling or assembly costs, transport and/or work stoppage costs.

2a. The guarantee does not extent to:

- Parts which do not originate with us, and which were not assembled by us,
 - Equipment which was altered or repaired by the customer/buyer or a third party without our agreement,
 - Equipment in respect of which damage can be traced to improper application and utilisation.
- In such cases, any responsibility on the part of the contractor/seller is repudiated.

2b. The equipment is intended to serve the purpose of personal security, and must therefore be properly operated and handled. The equipment must be reviewed, and checked to ensure faultless operation, every 12 months, either by the contractor/seller or by review offices specifically designated by the contractor/seller. The relevant statutory provisions applicable at the utilisation location must be fully observed.

XI. Place of performance and jurisdiction, applicable law

1. The seller's head office in Izola shall be the place of performance and sole legal venue for delivery and payment, and for all disputes between the parties.

2. The relations between the contract parties shall be solely subject to the law obtaining in the Republic of Slovenia.