

§1 Scope, Components of General Conditions of Sale

These General Terms and Conditions of Sale form an integral part of any contract concluded between Seller and the Purchaser, and the Purchaser shall be deemed to have been informed, understood, and fully agreed to these General Terms and Conditions of Sale, unless expressly disputed.

(1) DEFINITIONS

- »Seller« means Anis Trend d.o.o.,
- »GTC« means General Terms and Conditions of Sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Purchaser and Seller,
- »Purchaser« means the person whose order for Goods is accepted by Seller,
- »Parties« mean Seller and Purchaser together,
- »system« the goods and/or services to be purchased by Purchaser.

(2) The following GTC apply to all of Seller's business sales.

(3) Seller works exclusively on the basis of these terms and conditions. This also applies if the Purchaser, for their part, works on the basis of their own general terms and conditions. Should this be the case, the Parties' matching terms and conditions apply; where there are divergences, the statutory provisions shall apply instead of the conflicting regulations. Where only one Party has formulated a regulation on a topic in their Terms, this will become part of the Contract.

(4) The scope and properties of the deliveries and services – unless otherwise agreed – will be determined exclusively by Seller's offer/written order confirmation. Ancillary agreements and amendments require written confirmation.

(5) The following are further specified components of the Contract:

- a) the offer
- b) this GTC
- c) Seller's assembly conditions / installation protocol

§2 Offer

(1) Offers are only considered to be accepted if Seller accepts the offer in writing or by fax. The quantity, quality and characteristic features of the system are as indicated in the offer/order confirmation itself or by reference to distinct system and price lists.

(2) Seller's offers are non-binding and subject to change. Models, samples or details (such as weights, illustrations, descriptions etc.) in model books, price lists or other publications show the quality of the system as clearly as possible. In the event of deviations from the offer, the descriptions of services of the last offer or the last order confirmation are always authoritative.

(3) Seller reserves the right to alter descriptions of the goods with regard to the described characteristic features of the goods, to take current legal requirements into account.

(4) Agreements on quantities or quality specifications that deviate from the performance descriptions for the systems or services will only be binding if they have been confirmed in writing. The same applies to supplier and Seller's employee details. Cost proposals and freight details will not be binding until they have been confirmed in writing by Seller.

(5) Details concerning the condition of systems and services are not guarantees. Guarantees must be expressly referred to as such.

§3 Safety Regulations

(1) The safety-related design of the machines will conform – where relevant – to the implementing provisions of the Directive 2006/42 / EC of the EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 May 2006 on machinery and amending Directive 95/16 / EC (hereinafter referred to as the "EU Machinery Directive"). Other certifications or Purchaser requirements going beyond these must be agreed separately.

(2) For electrical or electronic installations, the general terms and conditions for the electrical industry's products and services in the Republic in Slovenia will apply. The machines' electrical equipment conforms to the implementing provisions of the EC Low Voltage Directive as well as the European Standard EN 60204-1, "Electrical Equipment on Machinery" will apply. Additionally, the electrical equipment conforms to the requirements of the Directive 2014/30 / EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 26 February 2014 on the harmonization of the laws of the Member States relating to electromagnetic compatibility (recast).

(3) If the place of assembly is outside of Slovenia, the Purchaser shall be responsible for compliance with the public law regulations that apply to commissioning and operation as well as waste disposal for the system in the destination country. Deviations must be agreed separately and shall be at Purchaser's expense.

§4 Scope of Services

(1) A description of services as well as functional and maintenance instructions for the system can be found in the offer.

(2) The system is responsible for providing certain technical functions. The achievement of the Purchaser's business objectives is not owed.

(3) The delivery will generally be made "ex works", i.e. with the provision of the machine at Seller's registered office or the indicated production site. If Seller is expected to perform the delivery of the machine to the final destination indicated by the Purchaser, this must be agreed separately.

(4) Seller expressly reserves the right to make partial deliveries if the Purchaser may reasonably be expected to take a partial delivery in accordance with the purpose of the Contract and if the partial delivery can be used technically and functionally independently of the other parts.

(5) The commissioning of the machine will be effected by Seller's employees. They will provide a brief training session on the safety aspects and the operation of the machine for the Purchaser's personnel. Extended training courses and training sessions will only be delivered by Seller's employees if this is expressly contractually agreed. Supervision of production is not included in the scope of extended training courses and training sessions.

(6) At the time the contract is concluded, the Purchaser is aware that Seller only checks and guarantees the self-sufficient functionality of the devices supplied by Seller, without the functionality of the devices being guaranteed in a systemic combination with other components. The Purchaser shall be responsible for the compatibility of the function itself or may separately commission Seller to check system compatibility. Subject to separate agreements, Seller does not bear any system responsibility.

(7) The proper operation of the machine is only warranted if Seller's instructions on the (commissioning/operation/maintenance), contained in the description, are complied with by the Purchaser. If the Purchaser deviates from these instructions, they must prove that any possible defect is not caused by the deviation.

§5 Purchaser's duties to cooperate in the commissioning of the machine

(1) The required auxiliary and training staff members must be provided by the Purchaser for this purpose. The Purchaser will also make the necessary energies, lifting equipment, packaging and other materials (tying wire, oil, etc.) or infeeds available in good time.

(2) The Purchaser must perform the duties to cooperate presented and indicated in the offer or in the annexes to the offer completely and in good time. The duties to cooperate indicated in the annex are principal performance obligations. Seller will inform the Purchaser without undue delay when it is evident that a service incumbent on Seller cannot be performed in good time as a result of the Purchaser's improper performance of a duty to cooperate.

(3) The delivery period shall be extended by the period until Seller has received documents to be procured by the Purchaser, such as, and especially approvals and releases.

(4) Seller may make its own service dependent on the payment of an appropriate advance payment. Until receipt of this advanced payment, Seller reserves the right to object.

§6 Delivery

(1) Delivery by Seller will be subject to Seller itself being supplied correctly and in good time, and Seller will not be liable for the lack of availability of the system or individual parts. The Purchaser may only claim damages for non-performance after the issuance and expiry of a grace period with a threat of refusal.

(2) In the event of delivery delays due to force majeure, interventions by sovereign states, natural catastrophes, war, epidemy, riots, strikes in own operations, suppliers' operations or at freight forwarders or due to other circumstances outside of Seller's sphere of responsibility, Seller is entitled to make delivery after the cessation of the grounds for the hindrance. However, both Parties may withdraw from a concluded Contract in whole or in part if one of the events listed above leads to a delay in delivery of more than two months beyond the agreed period. The Contractual Parties' further claims are excluded.

(3) The delivery will be made by the system being provided to the Purchaser at the place indicated in the agreement. The delivery period shall be deemed to have been observed if the system has left the factory by the expiry of the agreed period or readiness for dispatch has been notified.

(4) If a different place of delivery is agreed, the system will be made available to the Purchaser at this place. If Seller does not deliver in good time, the Purchaser must set Seller a grace period in writing. After the

expiry of this period without result, the Purchaser may claim damages instead of the service and give notice of termination of the Contract.

(5) If the Purchaser fails to accept delivery at the time for delivery, he shall nevertheless pay any part of the purchase price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. The Seller shall arrange for storage of the system at the risk and expense of the Purchaser. The Seller shall also, if the Purchaser so requires, insure the system at the Purchaser's expense.

(6) The term of delivery shall be extended appropriately in the event of measures in the context of labour disputes, in particular strike and lockout as well as of unforeseen impediments that lie outside of Seller's sphere of influence, if documentary evidence is provided that such impediments have a significant influence on the completion or delivery of the delivery item. Each Party has the right to terminate the Contract eight weeks after the occurrence and notification of the scheduled delivery date. Seller will notify the Purchaser of the start and end of such hindrances without undue delay.

(7) Seller reserves the right to make partial deliveries if the Purchaser may reasonably be expected to take a partial delivery in accordance with the purpose of the Contract and if the partial delivery can be used technically and functionally independently of the other parts.

(8) The Purchaser may also withdraw from the contract if the execution of part of a delivery becomes impossible and they have a justified interest in refusing a partial delivery. If this is not the case, the Purchaser must pay the price attributable to the partial delivery. The same will apply in the event of an impossibility for which neither Party can be held liable.

(9) If Seller falls behind, Seller is liable for the damages the Purchaser incurs through the delay in an amount of 8% of the value of the goods, unless the delay is caused by intent or gross negligence, or a breach of a guarantee promise or injury to life, limb or health has occurred. This will not affect claims under the applicable Slovene Code of Obligations.

§7 Transfer of risk, taking delivery, acceptance

(1) If the Purchaser has assumed the transport, the risk of accidental deterioration will be transferred to the Purchaser as soon as the system has been handed over to a carrier, a railway freight forwarder, the Post Office or has been provided to the Purchaser for collection. The delivery time – unless otherwise agreed in writing – is complied with if the ordered system is ready for shipment and the Purchaser has been notified.

(2) If Seller assumes the transport, the risk is transferred to the Purchaser at the latest with the dispatch of the delivery parts, including if it is a partial delivery or if Seller has assumed other services, e.g. the shipping costs or delivery and installation.

(3) If transport is postponed as a result of circumstances for which the Purchaser can be held liable, the risk will be transferred to the Purchaser from the date of readiness for shipment.

§8 Installation, commissioning

(1) Unless otherwise agreed, remuneration for services performed by Seller personnel will be calculated based on the conditions of the service that apply to said personnel, applicable at the time of performance, as well as on work performance records or service reports certified by the Purchaser. If work performance records or service reports are not certified or not certified in good time by the Purchaser, the bills of cost will be based on the indicated performance records. Partial invoicing is admissible.

(2) In the calculation of costs for repairs, the prices for parts, materials and special services, as well as prices for the work performances, travel and ancillary travel costs will be shown separately in each case. Seller's conditions of service will apply. Seller will charge the ancillary costs for visas, work authorisations, packaging and tool transport etc. beyond the travel costs incurred (railway more than 200 km: 1st class, aeroplane: if possible economy class, more than 7 hours flight in business class, motor car: conditions of service). Seller reserves the right to specify the respective means of transport. If the transit time from the accommodation to the installation site takes more than half an hour, the Purchaser will be charged for the time incurred as normal working hours. If the execution of installation and repair work is delayed by circumstances outside of Seller's sphere of responsibility, the execution period will be extended accordingly. Costs incurred through the delay will be borne by the Purchaser. This also applies in the case of a disruption of work that makes it necessary to withdraw Seller's personnel. All costs incurred in this context, such as waiting periods, travel costs and ancillary travel costs will be borne by the Purchaser.

§9 Subsequent changes to the agreed services (change)

(1) If, after the conclusion of the Contract, it becomes apparent that the content of the Contract must be substantively changed in order to achieve the Purchaser's objectives, the Parties will have the remit to implement a "Change Management Procedure". The procedure must be implemented as follows:

a) The Purchaser may also request changes to the original agreement after the conclusion of the Contract, unless Seller cannot reasonably be expected to accept these. Changes must be documented in writing. Seller must submit an offer to the Purchaser, indicating the realisation period, the scheduled dates and impact on the overall project.

b) The Purchaser may request that further work towards the completion of the system be halted until the necessary decision on the adaptation of the agreement has been finalised.

(2) Business-as-usual costs: if the agreement has errors, the Purchaser must bear the additional costs if they would also have been incurred if the changed functional description had been agreed from the outset. In this case, Seller will only bear the costs for the changes to the agreement and the implementing documents.

(3) All changes to the project that result from the Purchaser wishing to change or extend the originally agreed scope of services must be separately ordered and remunerated. Appointed dates and deadlines must be coordinated in consultation with Seller

§10 Acceptance

(1) Acceptability and the acceptance procedure will be in accordance with the specifications of the Contract.

(2) The Purchaser is obliged to accept the installation or repair as soon as they have been notified of its completion and any contractually provided trial has been successfully concluded. If any defect is identified, that is not significant, the Purchaser may not refuse acceptance. Upon approval, ANIS Trend's liability for identifiable defects will lapse, unless the Purchaser has reserved the right to assert a certain defect.

(3) If the project consists of several parts, these will be realised, tested and accepted successively in each case. The possibility of partial acceptance will depend on whether the Purchaser can use individual parts of the system in separate technical functions and whether they can reasonably be expected to do this in due consideration of the purpose of the Contract. The scheduled dates will be in accordance with the offer.

(4) For acceptance, both parties shall jointly perform a functional test in the environment defined in the service description. The guarantee periods begin with the acceptance of the last project part.

(5) The acceptance date is considered to be the scheduled date of the signing of the acceptance certificate by the Purchaser. Acceptance may not be unreasonably refused. A refusal of acceptance is unreasonable in particular when the system essentially fulfils the functions described in the offer and no errors are caused that significantly impair the use of the system. The acceptance certificate must be signed by both contractual parties.

(6) Insignificant defects will be recorded in the acceptance certificate and rectified by Seller. Acceptance is nonetheless considered to have taken place.

(7) The acceptance date is also considered to be the 10th working day after the date when the Purchaser starts using the system, Seller requests that the Purchaser declare acceptance and the Purchaser has not declared the acceptance, without indicating reasons. However, Seller must notify the Purchaser in writing about the consequences of their silence.

(8) If significant defects arise, Seller is entitled to rectification of the defect by means of a number of rectification options appropriate to the scope of the project.

§11 Prices

(1) The nature of Seller's activity means that prices may deviate from the original totals indicated in the offer. These are price increases that are beyond Seller's control and are a result of commercial practice. Price increases to the detriment of the Purchaser may, however, only be implemented if documentary evidence is provided that demonstrate that material and staff costs have increased since the placement of the order and Seller cannot be held liable for this. This also includes unforeseeable changes to customs charges, import and export fees, the currency exchange etc. Seller will inform the Purchaser without undue delay immediately after identifying the increase and set out the reasons for the price increase to the Purchaser.

(2) Unless agreed otherwise, all prices indicated by Seller apply "ex works".

(3) All prices are quoted plus packaging, transport and freight insurance, plus the currently applicable VAT on the rollout date. The indicated product prices do not include any shipping, insurance and installation costs.

(4) The Purchaser is responsible for customs clearance of the system.

(5) The Purchaser is responsible for the payment of the corresponding public-law charges, in particular taxes.

§12 Payment

(1) Seller's invoices must be paid within the time specified in the Contract as evidenced by the Seller's written acceptance.

(2) Time for payment shall be of the essence of the contract and Seller reserves the right to charge interest on overdue payments, at the rate of 8% above the base rate of Bank of Slovenia, such interest shall accrue on a daily basis.

§13 Retention of Title

(1) All deliveries are made subject to retention of title. Title to the system delivered will be transferred to the Purchaser only upon receipt of all payments under the ongoing business relationship. The Purchaser is entitled to process and dispose of the goods subject to retention of title in the ordinary course of business.

(2) The assertion of the right of retention is not considered to be a withdrawal from the Contract, unless Seller informs the Purchaser otherwise.

(3) If the system is combined, commingled, or processed with other items, Seller will obtain joint title in proportion of the invoice value of the goods delivered to the other goods at the time of the combining, commingling, mixing, or processing. Accordingly, the first paragraph of Article 55 of the Code of Property Code (Slovenian Official Gazette RS, Nos. 87/02, 91/13 and 23/20) is expressly excluded. In the event of the Purchaser's conduct in breach of contract, Seller may take back the goods subject to retention of title resp. request assignment of the claim for return of the goods against a third party and realise the system at their expense after issuing a warning notice with a reasonable deadline. The taking-back as well as the attachment of the goods subject to retention of title by Seller does not entail a withdrawal from the Contract. This must be expressly declared.

(4) The Purchaser has the obligation to store the goods subject to retention of title safely free of charge and keep them in the proper condition at their own expense and insure them against damages due to fire, water and theft. Pledges and transfers by way of security must be notified immediately.

(5) The Purchaser hereby assigns the receivables from the resale or for any other legal reason (insurance/tort) regarding the goods subject to retention of title (incl. all balance claims arising on an open item basis) to Seller by way of security in relation to the value of the goods subject to retention of title, but at most 110% of the currently outstanding receivable.

(6) In the event of attachments or other encroachments by a third party, the Purchaser must notify Seller, so that Seller can bring an action in accordance with the applicable laws of the Republic of Slovenia.

(7) Seller undertakes to release the collateral security owed to it at the Purchaser's request insofar as the realisable value of the collateral security exceeds the receivables owed to Seller. The selection of the collateral security is incumbent on Seller.

§14 Warranty for Defects

(1) The Purchaser must inspect the system for significant defects and completeness without undue delay and declare any notices of defect to Seller.

(2) If defects are asserted, Seller in the first instance is entitled to undertake a reasonable number of rectifications attempts within a reasonable period. After failure of the supplementary performance, the Purchaser is entitled, in principle, at their choice, to reduce the price, withdraw from the Contract and/or request damages.

(3) In the event of insignificant defects, the right to withdraw from the Contract or assert claims for damages is excluded.

(4) The right to assert warranty claims is also excluded if the defect is caused through the use of the system in accordance with the intended purpose as a result of usual wear and tear.

(5) The Purchaser will bear the burden of proof that Seller can be held liable for the defect, if the defect is based on the Purchaser having altered or improperly used or repaired products without Seller's consent or products not having been processed, handled and cared for in accordance with Seller's guidelines.

(6) The warranty period will be 12 months from delivery of the system. This also applies to claims for damages if Seller cannot be blamed for intentional, grossly negligent conduct or claims based on injury to life, limb or health are concerned or a promise of guarantee is concerned and/or claims under the Code of Obligations and the more specific legislation of the Republic of Slovenia in this field, are affected.

(7) If the Purchaser installs, alters or processes the system delivered by Seller, they will bear the burden of proof that the defect was not caused by their conduct if a defect occurs.

§15 Claims for Damages

(1) Seller is liable for negligently caused pecuniary losses restricted in terms of amount to the sum individually negotiated between the Parties. This restriction of liability does not apply to grossly negligent or intentionally caused injury to life, limb or health or the breach of a promise of guarantee. Claims under the Code of Obligations and other relevant legislation of the Republic of Slovenia remain unchanged.

(2) Claims for damages will expire by limitation within one year after they become known to the Purchaser resp. would have had to become known if usual care had been applied. This restriction of liability does not apply to grossly negligently or intentionally caused damage, injury to life, limb or health or the breach of a promise of guarantee. Claims under the Code of Obligations and other relevant legislation of the Republic of Slovenia remain unchanged.

(3) Seller will not bear any liability for possible system incompatibilities or associated collateral damage in the event that the system delivered by Seller is installed, processed or integrated into other systems. If the Purchaser wishes for Seller to assume system responsibility, a separate order for the check must be placed regarding this.

§16 Confidentiality

(1) Both parties undertake to maintain the strictest secrecy with regard to all confidential processes that have come to their knowledge in the course of the activity for the other Party, in particular the other Party's trade or business secrets and neither disclose nor commercialise these otherwise. This applies vis-à-vis any unauthorised third party, i.e. also vis-à-vis the Parties' unauthorised employees, unless the disclosure of information contributes to the fulfilment of the contractual obligations in proper form.

(2) In cases of doubt, each Party is obliged to request the other Party's consent prior to such disclosure.

(3) The foregoing obligations do not apply to such facts that are demonstrably common knowledge or are part of the known state of the art or already became known to the other Party before the disclosure by the Purchaser or have been informed to Seller by a third party who was not subject to any confidentiality obligation, once again after the disclosure by the Purchaser.

§17 Export provisions

The products delivered or individual components under circumstances are subject to the export provisions in accordance with the applicable legislation of the Republic of Slovenia. Re-export from Slovenia may only

be possible with the consent of the manufacturing country's export control authority. Moreover, in certain cases the consent of the USA export control authority is required. The Purchaser in the case of a re-export is responsible for compliance with the relevant provisions.

§18 Data protection

The Purchaser has been informed in detail about the scope, location and purpose of the collection, processing and use of personal data for the collection, processing and use required for the execution of orders. They expressly consent to the collection, processing and use of the personal data described there.

§19 General provisions

- (1) Should one provision of this Contract or the respective supplementary agreement be or become invalid, this will not affect the validity of this Contract in other respects.
- (2) The Parties agree to apply the law of the Republic of Slovenia with regard to all legal relationships under this contractual relationship.
- (3) The Parties shall endeavour to resolve any disputes arising out of their contractual relations by peaceful means. Where this is not possible, the competent court of jurisdiction shall be the competent court at the seat of the Seller.

ANIS Trend d.o.o., 4. 2020 Management board