Damatech d.o.o.
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GENERAL TERMS AND CONDITIONS OF SALE

I. Validity of the General Terms and Conditions of Sale

1.1. These General Terms and Conditions of Sale (hereinafter referred to as the GTCS) form an integral part of all sales agreements between Damatech d.o.o., Cesta Franceta Prešerna 63, 4270 Jesenice (hereinafter referred to as the seller or Damatech), and the buyers of the seller's products and/or services.

1.2. Any changes or deviations from the GTCS must be agreed upon in writing and are only valid if concluded in written form.

1.3. The GTCS govern all contractual and proprietary relationships between Damatech and the buyers of the seller's products and services.

1.4. The GTCS are an integral part of all sales agreements between the seller and the buyer (hereinafter referred to as the parties) and are exclusively valid, even if they are not explicitly mentioned in the contract. The valid GTCS are accessible to the buyer on the seller's website: www.damatech.com and are also visibly available at the company's premises. It is considered that the buyer is validly informed of the GTCS in this manner, and they apply even if the seller does not attach them at the time of delivery of goods or provision of services. Any terms and conditions of the buyer that conflict with or supplement these GTCS are not valid and do not become part of the contract unless the seller agrees to their validity in writing.

1.5. Due to the specific nature of the seller's business, the buyer is, in no case, considered a consumer within the meaning of the Consumer Protection Act, and therefore, the provisions of the Consumer Protection Act do not apply.

II. Scope and Validity of the Offer

2.1. Every sales agreement is based exclusively on the seller's offer, which is prepared by the seller based on the buyer's inquiry. The GTCS form an integral part of each offer. In the case of custom-designed products, the offer also includes the GTCS and the seller's general technical conditions, which are likewise published on the website www.damatech.com and displayed prominently at the company's premises.

2.2. The seller guarantees the conditions outlined in the offer only within the validity period of the offer or proforma invoice, and within the limitations specified in the offer, as well as the limitations defined by these GTC and the general technical conditions.

2.3. The offer includes: a description of the goods or services, quantity, unit price, total amount, payment terms, delivery deadline, and method of delivery. The validity period of the offer is stated in the offer, and is typically 5 working days. The offer is considered accepted when the seller receives the buyer's written confirmation of the offer, a submitted purchase order, or an advance payment before the expiration of the specified period. By confirming the offer, submitting a purchase order, or making an advance payment, the buyer agrees to the GTCS.

III. Scope and Validity of the Order

3.1. The order includes:

- the exact name, address, and tax-relevant information of the buyer (the payer of the goods or services);
- the exact delivery address for the goods;
- a specification of the required documents (certificates, declarations) and other technical data (drawings, DXF files, sketches with precise dimensions, measurement protocols, etc.) that the seller needs for the correct and uninterrupted preparation of the goods or execution of the service.

3.2. The order is valid once the seller confirms it in writing to the buyer. The seller's obligation regarding the order arises when the seller confirms the order and has all the necessary information regarding the order, provided that the buyer has settled all prior obligations to the seller.

3.3. If it turns out after the confirmation of the order that the buyer provided incorrect or incomplete technical information for the preparation of the goods or execution of the service, the seller is not liable for errors in the completed order that result from the incomplete technical documentation provided by the buyer.

3.4. The quoted price is valid only if all the items in the offer are ordered. If only specific items from the offer or a smaller number of units per item are ordered, the seller reserves the right to change the prices.

3.5. The buyer cannot modify or cancel the order. If the buyer requests changes after production of the ordered product has begun and such changes are no longer possible, the buyer is obliged to accept and pay for the product as it was ordered by the buyer and confirmed by the seller.

IV. Delivery of Goods

4.1. The delivery date is specified in the order confirmation. In particular, goods in transit are subject to changes in delivery deadlines. The seller reserves the right to make partial deliveries. In cases of force majeure, disruptions in transport routes, machine and equipment breakdowns, or other extraordinary events, the seller may extend the delivery deadlines for the duration of the extraordinary event.

4.2. The delivery deadline is valid only if the buyer settles all their obligations to the seller on time. Any delays and/or unpaid obligations by the buyer result in a revised delivery date, which will be autonomously determined by the seller in such cases. The seller reserves the right to temporarily withhold the delivery of goods if the buyer has overdue and unpaid obligations from previous deliveries or assigned receivables until such obligations are settled.

4.3. If, after the conclusion of the contract, it becomes apparent that the buyer's insolvency threatens the seller's liquidity, the seller has the discretionary right not to deliver the goods or fulfill the services. The right to withhold deliveries is waived if the buyer makes a prepayment or provides a guarantee for it. A suitable deadline may be set for the buyer to make the payment or provide a guarantee. If the buyer fails to make the payment or provide the guarantee within the additional time frame, the seller is entitled to withdraw from the contract or order.

4.4. The seller sells goods under the EX WORKS parity, meaning that the buyer assumes almost all costs and risks during the shipping process. The seller offers loading at the seller's warehouse as an additional service and does not bear the risk associated with the loading. The seller offers the organization of goods transportation under the FCA (Free Carrier) parity as an additional service, which is specifically defined in the offer. The seller is not responsible for damage to the products or delays caused by the negligence or non-compliance of the forwarder/carrier. The seller uses the transport services of several contractual partners and reserves the right to select the most appropriate transport service for optimal delivery of the order. The acceptance of a shipment by the forwarder/carrier without a recall number (PWD number) and/or an order to the carrier (NPR) is not possible.

4.5. In the case of an order for goods under EXW parity (self-pickup at the Damatech company location), the buyer must collect the goods no later than 3 (three) business days after receiving the notification that the goods are ready for shipment. The pickup of the shipment without a delivery note number (PWD) is not possible. After the expiration of the 3-day period for the pickup of goods, the buyer

assumes all potential risks of loss, damage, or devaluation of the goods, and the seller gains the right to either charge storage fees in the amount of 0.5% of the value of the goods in EUR per day of delay or to organize the delivery of the ordered and uncollected goods to the buyer's business address at the buyer's expense and issue an invoice for transportation costs. The buyer bears all costs related to the preparation and execution of the order.

4.6. The buyer must provide an appropriate transport vehicle based on the dimensions and other characteristics of the ordered goods for self-pickup. Otherwise, the seller has the right to refuse the loading of the goods and, at the buyer's expense, organize the delivery of the goods with an appropriate transport vehicle to the buyer's business address and issue an invoice for the transportation and handling costs according to the current Damatech price list or the actual costs incurred. The seller's liability for any damage resulting from the buyer's self-loading and transport is excluded.

V. Prices and Payment Terms

5.1. The prices indicated in the offer apply to each individual sale. All prices are based on EX WORKS from the seller's warehouse unless otherwise stated in the offer. The 2020 version of the INCOTERMS clauses applies to the offers, order confirmations, invoices, and the determination of the transfer of risk. The sale price in the offer consists of the cost of materials and services. The price of the product does not include delivery costs, special packaging, pallets, or VAT. These costs are charged according to Damatech's current price list and are specifically defined in the offer. Unless otherwise agreed in writing, it is understood that these costs are borne by the buyer. Transportation and packaging costs are charged based on the quantity ordered. VAT and other mandatory duties in Slovenia and abroad are listed separately on the invoice, according to the rates applicable on the day the invoice is issued.

5.2. A 3.1. certificate is provided to the buyer free of charge upon delivery or with the invoice in digital form. Each additional request for certificate re-sending is subject to an administrative fee of €5.00 per certificate.

5.3. The offer is calculated based on the theoretical weight of the material, and the price of the product is charged based on the actual weight of the product. In the case of an advance payment, both parties agree that any overpayment will be refunded to the buyer according to the final invoice, while any underpayment must be settled by the buyer without delay.

5.4. The minimum order value is €100.00. For orders of goods valued at less than €100.00, an administrative fee of €30.00 will be charged.

5.5. The specific payment terms are indicated in the offer. If the seller cannot secure credit insurance for the buyer, an advance payment is required. In the case of advance payments, the seller will not begin processing the order until the advance payment has been made. The seller is bound by the offer only if the buyer transfers the advance payment within the period specified in the offer. Payment is considered completed once the funds have been received in the seller's account.

5.6. In the event of payment delays, statutory default interest will automatically be charged in accordance with applicable regulations. In the case of late payment, each written reminder will be charged at €20.00 + VAT. The seller also has the right to charge the buyer for other costs incurred in connection with the debt collection process. If the payment delay exceeds 30 days, the seller has the right to switch to advance payments for future orders and suspend all deliveries of goods until the buyer settles all overdue obligations.

5.7. The seller reserves the right to allocate received payments towards the buyer's older due obligations. Where costs and interest have accrued along with the principal, payments will be applied first to the costs, then to the interest, and finally to the principal. The seller also has the right to offset undisputed and overdue claims against the buyer. Offsetting and other adjustments based on any counterclaims by the buyer must be agreed upon in writing in advance.

5.8. If, after order confirmation, the buyer's credit limit is revoked by the seller's selected credit insurance company, the seller reserves the right to require advance payment or unilaterally withdraw from the execution of the contract.

VI. Retention of Title

6.1. The delivered goods remain the property of the seller until all obligations of the buyer to the seller are fully settled (including late payment interest, etc.). Until the buyer's obligations to the seller are fully paid, the buyer is entitled to use the products for resale only upon providing appropriate security to the seller (e.g., a bank guarantee) and if the buyer provides the seller with information about the new buyer and notifies the seller of the location of any possible installation. The buyer is not entitled to pledge, transfer as security, or take any other actions that could jeopardize the seller's ownership of the goods subject to the retention of title.

6.2. In the event of resale, the buyer assigns all claims arising from the resale in advance to Damatech d.o.o. until full payment for the goods is made.

6.3. As long as the retention of title applies, the buyer must handle the products with the care of a good manager and has no right to alter or in any way interfere with the products or packaging. In the case of

processing, handling, combining, or mixing the goods, the seller remains the owner until full payment is made for the appropriate co-ownership share of the processed goods.

VII. Warranty for Material and Hidden Defects

7.1. The seller guarantees that the delivered goods are free from defects and comply with the specifications in the order and order confirmation. In the event of a confirmed deviation from the agreed quantity or quality by the seller, the seller undertakes to replace or repair the claimed goods. The delivered goods and services must be carefully inspected immediately upon delivery to the buyer or a third party designated by the buyer.
The buyer is obligated to report any apparent defects in the goods immediately upon receipt; otherwise, the buyer loses the rights arising from such defects. Any notifications received by the seller later than 8 days after the delivery date will not be considered. The buyer is required to notify the seller of any hidden defects immediately, but the seller is not liable for defects that appear after 6 months from the date of delivery, unless a longer period has been specified in the contract. In the notice of defect, the buyer must provide a detailed description of the defect and invite the seller to inspect the goods. The complaint is considered concluded one (1) month after receipt of the defect notice if no further information is provided regarding the description of the defects during this time.

7.2. The warranty for defects does not cover materials or products that have been processed, used, or maintained contrary to the manufacturer's instructions regarding the properties and usage of the supplied material. These instructions can be obtained from the steel manufacturer's website or from the seller when offering a quotation, upon written request, or in another manner.

7.3. In the event of a buyer's complaint regarding the mechanical properties of the delivered steel, its chemical composition, the surface not processed by the seller, or dimensional tolerances (thickness, length, flatness) that were not altered by the seller, the seller can only acknowledge those claims that are also recognized by the steel manufacturer.

7.4. The seller does not warrant the suitability of the goods if this results from an incorrect order placed by the buyer (e.g., the buyer did not specify the details, purpose, or provided incomplete technical documentation). The seller also does not warrant for any damages incurred by the buyer due to improper, careless use, processing, storage, or supervision of the delivered goods. The parties agree that the seller is not liable for any damages arising from the inability to use the material for its intended purpose, such as production or delivery to a new customer.

7.5. In the event of a justified complaint, the buyer and seller may agree on a price reduction, return of the claimed goods, repair of the goods, or replacement delivery. In the case of a return, the buyer is

obligated to return the claimed goods to the seller in the condition and quantity in which they were received at delivery. The buyer bears the costs of any damage caused to the goods due to improper storage, processing, or use of the goods. The repair of the claimed goods may be carried out by either the seller or the buyer. The buyer may only carry out the repair after obtaining the seller's written consent. If the buyer repairs the goods without the seller's prior consent, the claim is considered unjustified.

7.6. In the event of a complaint, the buyer is obligated to pay the undisputed portion of the purchase price within the agreed payment period as stated on the issued invoice. The seller's warranty is limited to the sale value of the claimed goods.

VIII. Liability for Damages

8.1. The buyer's claims for compensation instead of defect correction are excluded. The seller is under no circumstances liable for the following: (1) compensation claims by third parties against the buyer, (2) damage or destruction of goods resulting from improper use, (3) special, incidental, or indirect damages or economic consequences, including lost profits.

IX. Warranty

9.1. The seller provides the buyer with a warranty solely for the mechanical and other properties of the material from which the product is made, in accordance with the standard technical delivery conditions of the steel manufacturer, and to the extent specified on the quality certificate.
9.2. To be eligible for the material or product warranty, the buyer must use the supplied material or products with the care of a good manager, adhering to the necessary expertise and state of the art in the field of materials. The seller does not acknowledge any warranty for defects in use resulting from a lack of knowledge in the field of steel materials, incorrect processing, or failure to follow technical instructions for the use of the material.

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X. Protection of Trade Secrets and Personal Data

10.1. All data from offers and all information exchanged between the contracting parties in the course of business dealings constitute trade secrets.
10.2. Both the seller and the buyer agree not to disclose the exchanged data to third parties unless required by law, contractual obligations, or by mutual agreement of the parties.

XI. Final Provisions

11.1. Damatech d.o.o. reserves the right to correct any obvious typing or calculation errors in sales documents.
11.2. The transfer of the buyer's rights and obligations to the seller is only possible with the seller's written consent.
11.3. The seller reserves the right to amend the terms without prior notice. Any changes or amendments to these general terms and conditions will only be valid in written form. If one or more provisions of these general terms and conditions become invalid or unenforceable, this does not affect the validity of the other provisions. In case of any dispute regarding the interpretation or implementation of these general terms and conditions or other individual agreements, the Slovenian version shall prevail.
11.4. Any disputes or disagreements arising from the business relationship shall be resolved amicably and peacefully by the seller and the buyer. If they are unable to reach an agreement, the competent court at the seller's place of business shall have jurisdiction.
11.5. Any disputes will be resolved in accordance with Slovenian law. All issues concerning the business relationship between the parties that are not defined in these general terms and conditions will be governed by the general rules of Slovenian civil law.

Jesenice, 01.10.2024