

Standard Sales Terms and Conditions

1. Field of Application

The following Standard Sales Terms and Conditions apply to all deliveries and services rendered by INEA as the service provider or the supplier. Upon signing the Contract, or if no written contract exists, by placing an order, the Customer accepts these Standard Sales Terms and Conditions unless otherwise agreed upon in writing with the Customer.

In case of discrepancy between Customer's General Terms of Purchase and these terms, INEA's Standard Sales Terms and Conditions prevail, unless parties have reached a different agreement in writing. Any modifications or other agreements require written confirmation to be valid and apply only to each individual agreement. Should any provisions of these Standard Sales Terms and Conditions be invalidated due to that, the contracting parties will negotiate an agreement resembling the original provisions as much as possible.

2. Offer and Contract

All contracts, orders and agreements are legally binding only when signed by INEA's legal representative or a person authorized by a legal representative with a letter of authority and are binding to the extent specified by the Contract.

Offers can in principle be modified and are not binding for INEA, unless explicitly stated as binding in the offer itself. Enclosures, such as sketches, schemes, weights, measures, etc., that are part of the Contract, are of informational purposes unless specifically marked as binding.

Statements made by INEA's participants that deviate from these Standard Sales Terms and Conditions are in principle invalid, unless such participants can present a letter of authority signed by INEA's legal representative.

Contractual documents may only be handed to a third party with INEA's written consent.

To ensure optimized processing, the proposal reference, agreed payment, and delivery terms must be included in the purchase order. An incomplete purchase order might not be processed or might be rejected.

3. Prices

Unless specifically stated otherwise, the price parity of the offered equipment EXW of INCOTERMS 2000, from INEA's warehouse, excludes packaging costs and taxes. VAT is calculated and paid according to the legislation in effect at the time.

In case of postponed delivery dates, INEA reserves the right to adjust the prices if storage, manufacturing, or purchasing / material costs have increased.

3.1. Standard Software

Prices listed in offers for modules of the standard software are binding up to the date "valid until".

Any price increases by the software manufacturer occurring after this date will be charged to the Customer. Upon the Customer's request, INEA will submit the relevant documents, such as the manufacturer's notification and the current price list.

3.2. Services

Prices for services listed in the proposals and pricelists are binding for INEA for 30 days from the date the pricelist is published or the proposal is made, unless specified otherwise in the proposal or pricelist. After this period, INEA may adjust its hourly rates to reflect increases in work, material costs and taxes. The Customer must be acquainted with the new hourly rates at least a month before their first application. If these increases do not exceed 10% annually, they are considered accepted by the Customer beforehand.

Any services requested by the Customer that exceed the initially agreed upon quantity will be billed at the hourly rates valid at the time the service is rendered.

3.3. Travel Expenses and Expenses for Services Rendered outside INEA's Normal Working Hours

This article applies only to work that was actually performed. The Customer is charged separately for the travel expenses, daily allowances, and expenses of each overnight stay. Standard rates in accordance with Slovenian commercial practices are applied. Travel time is calculated at 80% of the hourly rate.

For services rendered outside INEA's normal working hours upon Customer's request, the following additional costs (in a percentage of the agreed price of the service) are added to an hour of services rendered:

- Night work (Monday-Friday from 10 p.m. to 6 a.m.) and work outside INEA's normal working hours (Monday-Friday from 4 p.m. to 8 a.m.): an additional 50%.
- Work on Saturdays: an additional 50%.
- Work on Sundays and public holidays: an additional 100%.

If two different enhanced rates apply simultaneously, the higher rate will be used. For night work on Sundays or public holidays, both the surcharge for night work and the surcharge for Sundays or public holidays will be considered.

4. Payment

Maturity date enters into force on the date written on the invoice. Unless otherwise agreed, the payment, including VAT, is transferred to INEA's account without any deductions or subtraction for expenses.

If the Customer's payments are overdue, INEA reserves the right to appropriately adjust the delivery dates, to retain the supplies or suspend the services and charge late payment interest and other expenses incurred due to the overdue payment.

If the agreed payments are not complied with, INEA may terminate ongoing work or withdraw from the Contract one week after issuing a written notification. The Customer hereby bears all related costs and any loss of profit.

INEA may demand advance payment for undelivered supplies if the Customer fails to adhere to payment terms or if INEA is familiar with circumstances that could, in their opinion, jeopardize Customer's solvency.

If the Customer has multiple outstanding debts, payments are applied to the oldest debt first. Payments are allocated first to any potential expenses, followed by payment of interests and finally payment of the principal claim.

The Customer may compensate for their existent obligations to INEA only by their acknowledged and legally binding outstanding debts to INEA.

INEA retains ownership rights to all goods, products and the documentation intended for the Customer until full payment is received.

5. Delivery Date

The delivery or completion date enters into force on the day the order is validated, or the Contract is signed. If the Customer is obliged to fulfil certain terms (such as delivery of data, fulfilment of technical requirements, payments, etc.), the delivery or completion date enters into force on the day these terms are met.

The delivery date is considered met if the delivery is made or the service is rendered or a notification about the readiness for acceptance is sent.

Delivery date may be postponed due to circumstances beyond INEA's control. INEA will inform the Customer about such circumstances and the newly set delivery date. In such cases, INEA cannot be held liable for any resulting losses.

INEA is not responsible for any delivery delays and price increases resulting from inaccurate, incomplete, or subsequently altered data and information or documentation provided by the Customer. The Customer will bear any additional expenses incurred due to these discrepancies.

If the delivery date is postponed at the Customer's request, INEA reserves the right to charge the Customer for the relevant interests, storage costs, and other costs incurred during the postponement. INEA may deliver the goods or render a service before a pre-arranged delivery date.

6. Ownership

Until the payment is settled in full and all other obligations arising from the business co-operations are met, the equipment remains the property of INEA. The Customer may use the delivered equipment only if there are no outstanding debts owed to INEA.

The equipment, while under INEA's ownership, may not be used by Customer to settle liabilities to a third party. If it becomes apparent that the Customer will not fulfil their liabilities (due to insolvency, bankruptcy, etc.), INEA reserves the right to withdraw from the Contract and reclaim the equipment. For this purpose, INEA is authorized to enter the premises where the equipment is located and remove it.

7. Delivery

The dispatch or delivery is conducted at the Customer's expense and risk. The same condition applies if the Customer returns the equipment. The transfer of risk to the Customer occurs no later than on the day of equipment acceptance or its dispatch, or in case of a delay due to the Customer's fault, on the day the notification of readiness for dispatch is issued.

INEA undertakes to adequately provide the equipment upon Customers request and at their expense. Partial shipments can be arranged. INEA is neither an approved nor a registered exporter.

8. Acceptance of Goods

Acceptance of goods is conducted in accordance with the provisions specified in the order or the Contract. It is documented either in minutes (applicable to solutions) and/or a delivery list (applicable to delivery of the equipment).

A solution or equipment is considered handed over when it is in use by the Customer. The time of acceptance is deemed to be the time of entry into service.

8.1. Specification of an Acceptance of a System

The Customer is required to accept the system within four weeks following delivery, after successfully conducting tests using Customer's test data or test parts. Project managers determine the extent and the dates of (sub-) acceptances. The Customer verifies the acceptance in minutes (Report of Successfully Carried Out Testing with

Customer's Test Data and or Test Parts). If the Customer fails to accept the system within this four-week period, the delivered system is considered to be accepted at the close of the last day of the specified timeframe.

The Customer is obliged to promptly notify INEA of any defects, namely deviations from the functional specification agreed upon in writing. INEA is committed to addressing these defects as soon as possible. If the reported defects are of fundamental importance, meaning that the utilization cannot begin or continue, an additional acceptance test is in order after the remedy of the defect.

9. Mutual Rights and Obligations of the Parties

INEA reserves the right to render services using a subcontractor. Even in such cases, the order is delivered under INEA's project management and INEA remains fully liable for the delivery. The Customer participates in the collaboration at their own expense.

The contracting parties agree not to solicit or influence participants of the opposing party to terminate their employment during the term of the Contract. Furthermore, they agree not to engage in any form of cooperation with the participants of the opposite party for six months following the expiration of the Contract. Should either party breach these obligations, they agree to pay a lump-sum contractual penalty equal to a two years' gross salary of the involved participant.

10. Warranty

INEA guarantees that the delivered material goods are free from material and manufacturing defects and meet the agreed-upon specifications and characteristics. INEA guarantees high-quality services. The maintenance period for the system is 12 months and it begins upon the system's acceptance.

For equipment installed by INEA, the manufacturer's guarantees regarding the content and duration applies. INEA transfers the warranty and the usage instructions, obtained from the equipment manufacturers to the Customer.

INEA is not liable for expenses that might occur due to inappropriate or unprofessional handling, utilization, or an improper installation and startup by the Customer or a third party.

In cases of:

- defects due to manufacturing or materials used during the maintenance period,
- deliveries that do not meet the pre-agreed specifications or characteristics,
- low-quality services,

INEA will, at its discretion, repair or replace the delivered equipment with at least a completely restored equipment of adequate quality; for services, INEA will address defects if the Customer:

- reports a visible defect within 10 days after the delivery or the rendering of services,

- reports a hidden defect during the maintenance period within 10 days after its discovery, including a description of the defect.

The warranty only covers the replacement of parts and the labour. The travelling expenses are hereby excluded. The Customer acknowledges that INEA requires a certain period to remedy defects or perform substitutive deliveries. If neither is possible, the Customer is entitled to either a replacement of the equipment or a refund of the purchase price.

During the warranty period, INEA's staff accessibility is within the INEA's normal working hours, i.e. Monday - Friday 8AM - 4 PM Central European Time. The response time to begin error diagnosis is 24 hours. All errors must be reported to the designated person(s) via email; in urgent cases, a phone call is also acceptable.

If the Customer inaccurately claims deficiencies or defects without reasonable proof, and this leads to additional costs for INEA, the Customer is billed for these expenses separately.

INEA will provide consultations and help, remedy of defects and breakdowns for which the Customer is accountable, as well as perform any modifications and supplements against payment. This applies also to the remedy of defects occurring after the Customer or a third party has modified, supplemented, or tampered with the system.

INEA is not liable for any defects or failures originating from unprofessional use. INEA also does not accept responsibility for defects caused by changes to the system components, settings, the use of inappropriate or defective hardware, data carriers, etc.

INEA does not accept any responsibility for software or other equipment subsequently modified by the Customer's participants or third parties.

Liability is limited to modifications or supplements to existing systems. The liability does not extend to the original system.

The Customer is responsible for ensuring regular servicing of the delivered equipment in accordance with the manufacturer's instructions. If the servicing is not performed, the warranty is forfeited.

Any other liabilities or reimbursements by INEA are hereby excluded.

To enforce warranty rights, the Customer must report the established deficiencies to INEA in written form.

10.1. Specification of the Liability for a System

Liability is limited to fundamental defects that might recur and are reported within 3 working days after their occurrence. In case of a valid claim, defects will be remedied within an appropriate timeframe; the Customer will enable INEA to perform all necessary measures for the discovery and the remedy of these defects.

The Customer is responsible to secure the software and the data associated with the installed equipment.

11. Damage Liability

INEA is liable for damages within the limits of statutory provisions if the Customer proves that INEA caused the damage either deliberately or through gross negligence. INEA is not liable for material damage caused from minor negligence, nor for indirect or subsequent damage.

INEA is not responsible for the loss of Customer's data. The Customer must ensure an adequate protection of the associated databases and data backups.

Claims for compensation must be reported to INEA within three months, or the Customer loses the right to claim them. Compensation claims which were not reported to INEA within three months from the date the Customer becomes aware of them are considered statute barred.

The maximum compensation that can be claimed by the Customer from INEA is limited to the maximum total sum of 50,000 EUR.

12. Standard Software

With the purchase of standard software, the Customer gains the right to use this software in accordance with the provisions set by the software manufacturer. INEA guarantees that the transfer of usage rights to the Customer does not infringe upon any third-party rights. The Customer acknowledges that it is not possible to entirely eliminate software defects.

INEA does not guarantee that the software characteristics fully meet the Customer's demands or requirements unless explicitly stated in the Contract. The order for the standard software is therefore placed only after the Customer has been thoroughly acquainted with the range of functionality and agrees with it.

In cases where standard software includes components from other manufacturers or if such components/modules are integrated into INEA's software, INEA is not liable for the performance and/or defects of this software or these components/modules, or defects occurring because of this software. The software manufacturer's terms of sales and warranties are applied to this software. The Customer can only make compensation claims to the software manufacturer.

13. Copyrights and Use Rights

For the software and other systems provided by INEA, the Customer acquires a non-transferable, non-exclusive perpetual license to use these as a copyrighted work. Regarding standard software, all is handled according to the manufacturer's contractual license.

Any transfer of usage rights to a third party is prohibited in accordance with the Copyright Law. The Customer is not permitted to sell or otherwise dispose of the acquired software or systems to a third party.

INEA, or their licensors, are exclusively entitled to all copyrights and all related rights of the deliveries (including systems, programs, documentation, etc.), provided the copyrights were not expressly transferred to the Customer together with the usage rights. The Customer is granted only the right to use the systems in an unmodified form and solely for their own needs and purposes, and in the extent corresponding to the number of the obtained licenses. The Customer acknowledges that failure to meet contractual obligations after two written notifications from the Contractor requires them to cease using the unpaid systems upon written request.

Participation in the creation of the system does not confer any rights to the Customer over the systems.

Any violation of INEA's or licensor's copyrights results in compensation claims, requiring full compensation to be paid. Labels on the systems and documentation intended for The Customer as a user, concerning industrial property rights or exclusive rights, must not be removed.

The Customer may make copies for the purpose of archiving and securing the data, provided there is no explicit prohibition in the contracts and the copyright notices and Title Reservation Provisions are transferred in an unaltered form to these copies.

14. Withdrawal from the Contract

The Customer may withdraw from the Contract if INEA is not able to deliver the ordered equipment or render the ordered services pursuant to clause 14 (Force Majeure). If only a part of the order cannot be met, the Customer may reduce the purchase order accordingly.

If the Customer withdraws from the Contract or cancels the order without stating a valid reason or for a reason outside INEA's control, the Customer is obliged to pay INEA a contractual penalty of 10% of the Contract or order value. INEA reserves the right to claim the contractual penalty even if it exceeds the damage incurred by INEA and even if no damage was incurred by INEA. If the damages incurred by INEA due to such withdrawal from the Contract or cancellation of the order (because e.g. INEA has already started fulfilling the Contract or order) exceed the contractual penalty, INEA has the right to claim the difference up to the full amount of damages (including all costs incurred by legal and external consultants).

In case of a delayed delivery, the Customer may withdraw from the Contract after a subsequent delay caused by the Contractor. The Customer must provide a written notice to the Contractor stating that the ordered equipment or services are no longer needed after the newly agreed date.

15. Force Majeure

Neither Party will be liable for delays or failure to perform its obligations under the Contract due to Force Majeure, provided that it promptly notifies the other party in writing of the Force Majeure Event and its expected duration and uses reasonable endeavours to minimize the effects of that event.

If a Party is unable to fulfil a material obligation or is delayed or prevented from performing its obligations for a continuous period of more than 90 days from the date of the notice from the preceding paragraph, the other Party may withdraw from the Contract. In such case INEA must return the already-paid purchase price in a reasonable timeframe, and the Customer must reimburse INEA for the costs already incurred. INEA is not liable for any damages, indemnification, or reimbursements to the Customer as a result of such withdrawal.

For the purpose of this clause 14, a **“Force Majeure Event”**, includes “any event or sequence of events beyond a Party’s reasonable control (which could not have been reasonably anticipated and avoided by a Party), preventing or delaying it from performing its obligations under the Contract, including war (declared or not declared), revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes or other industrial action, whether of the affected Party’s own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions; epidemics, pandemics or quarantine restrictions.”

16. Import - Export Documents

If import restrictions apply to the ordered equipment, INEA hereby reserves the right to request relevant documents from the Customer. The delivery date may be postponed for the duration needed to acquire the requested documents, or to complete any required procedure.

In case the requested documents could not be submitted, INEA reserves the right to withdraw from the Contract. The Customer hereby agrees to comply with all regulation regarding import restrictions.

17. Disputes and Jurisdiction

Both contracting parties will try to resolve any disputes and misunderstandings in an amicable manner and calmly in spirit of good business relations, and in accordance with trade practices and business ethics. If the contracting parties are not able to resolve a dispute in this manner, the Court of Republic of Slovenia, namely the court in Ljubljana, shall have jurisdiction.

Unless agreed otherwise, the principles of the Slovene Law of Obligations applicable to Commercial Contracts are applied, regardless of the delivery location. The application of the United Nations Convention on the International Sale of Goods is hereby excluded.

18. General Provisions

The invalidity of any provision of this Contract shall not affect the validity of the remaining provisions. For all matters not specifically addressed in this agreement, the general terms of ORGALIM SI 24 shall apply.

19. Correspondence

All statements must reference the order or Contract number and be linked to the preceding correspondence. Any questions may be directed only to the designated responsible person in INEA.

20. Validity

INEA's Standard Sales Terms enter into force on November 25th, 2024.