

Seltron.eu

## General Terms and Conditions of Sale of SELTRON d.o.o.

### 1. Scope of Application and Validity

1.1 These General Terms and Conditions of Sale (hereinafter: "GTC") apply to all supplies of products and services provided by SELTRON d.o.o. (hereinafter: the "Seller") to business customers (B2B). They do not apply to consumers within the meaning of applicable consumer protection laws, unless expressly stated otherwise.

1.2 These GTC form an integral part of all offers, order confirmations, contracts, invoices, and any other legal transactions concluded by the Seller. By placing an order, entering into a contract, or accepting the delivery of goods or services, the Buyer acknowledges having read, understood, and accepted these GTC.

1.3 Any deviation from these GTC shall only be valid if expressly agreed in writing with the Seller.

1.4 These GTC supersede all previous versions and shall become effective upon their publication on the Seller's website.

1.5 The invalidity or unenforceability of any individual provision shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid one that most closely reflects the intent and economic purpose of the original.

### 2. Hierarchy of Documents

2.1 In the event of any discrepancy or conflict between the documents governing the contractual relationship between the Seller and the Buyer, the following order of precedence shall apply:

- (1) the written contract and any amendments or annexes thereto,
- (2) specific written agreements and confirmed purchase orders,
- (3) technical specifications, operating manuals, and any other documentation issued by the Seller,
- (4) these General Terms and Conditions of Sale (GTC).

2.2 Any verbal statements, explanations, or agreements made by representatives of the Seller shall be binding only if confirmed in writing.

### 3. Exclusion of the Buyer's Terms and Conditions

The application of any general terms and conditions of the Buyer is expressly excluded, unless the Seller has explicitly agreed to their applicability in writing.

Any reference by the Buyer to its own general terms and conditions in an order, order confirmation, correspondence, or any other document shall be deemed to have no legal effect and shall not bind the Seller.

### 4. Publication and Availability

These General Terms and Conditions of Sale (GTC) are published on the Seller's website at [www.seltron.eu](http://www.seltron.eu) and form an integral part of all offers, order confirmations, contracts, and invoices issued by the Seller.

### 5. Conclusion of Contract

5.1 The Seller's contractual obligation shall arise only upon Seller's written confirmation of the Buyer's order.

5.2 Cancellation of an order after it has been confirmed by the Seller shall not be permitted without the Seller's prior written consent.

The Seller may accept a cancellation only if it is submitted within three (3) days of the order confirmation and provided that the execution of the order has not yet commenced.

For the purposes of this provision, the commencement of execution shall be deemed to occur upon any act by the Seller resulting in the incurrence of costs, such as the procurement of materials, commencement of production, or any comparable step in the fulfilment of the order.

If the Buyer cancels an order without the Seller's written consent or after execution has commenced, the Buyer shall compensate the Seller in full for all losses and costs incurred, including loss of profit.

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## 6. Prices and Terms of Payment

6.1 The price of the product or service shall be determined on a case-by-case basis and specified in the offer, order confirmation, or contract. The agreed price for services may be established either on a project basis or according to the actual time spent.

6.2 Unless otherwise agreed in writing, all prices shall apply EXW Maribor (Incoterms 2020). All prices are quoted exclusive of VAT, customs duties, taxes, levies, and any other charges borne by the Buyer.

6.3 The terms of payment shall be stated on the invoice. The Buyer shall make payment within the period specified on the invoice, without any deductions, withholdings, or set-offs, unless expressly approved in writing by the Seller.

6.4 In the event of late payment, the Seller shall be entitled to charge statutory default interest, as well as all reminder and collection costs, and to suspend deliveries temporarily.

The Seller may withdraw from the contract if the delay exceeds thirty (30) days.

6.5 If there are reasonable doubts regarding the Buyer's solvency (e.g. blocked accounts, enforcement actions, insolvency), the Seller may require advance payment, an appropriate bank guarantee, or other financial security. Failing such provision, the Seller shall be entitled to withdraw from the contract.

## 7. Delivery and Transport

7.1 The delivery period shall be specified in the Seller's written order confirmation. Delivery periods shall be indicative and non-binding, unless the Seller has expressly confirmed a fixed delivery date in writing. The Seller shall inform the Buyer without undue delay of any change to the delivery schedule.

7.2 The Buyer shall not be entitled to any claims for damages or compensation arising from a delay beyond an indicative delivery period, unless such delay is caused by the intent or gross negligence of the Seller.

7.3 If a fixed delivery date has been expressly agreed in writing between the Parties and the Seller fails to deliver the goods on time, the Buyer shall grant the Seller an appropriate grace period for performance. If the Seller does not perform within this additional period, the Buyer may withdraw from the contract.

7.4 In any event, the Seller's liability for delay shall be limited exclusively to compensation for direct damages, and in no case shall such compensation exceed ten (10) percent of the contractual value of the goods delivered late.

7.5 Partial deliveries shall be permitted and treated as separate deliveries, each to be invoiced and paid in accordance with the agreed terms.

7.6 If the Buyer fails to take delivery of the goods within the agreed period, the Seller shall be entitled to issue an invoice for the goods and to charge storage and any other costs incurred. In such a case, the risk of loss, damage, or destruction of the goods shall pass to the Buyer on the date on which delivery was due to take place.

7.7 Where transport is arranged by the Seller, the Seller's responsibility shall be limited to the careful selection of the carrier and shall not extend to the actual performance of transport.

7.8 The risk of loss or damage to the goods shall pass to the Buyer upon handover to the carrier (EXW Maribor, Incoterms 2020), unless otherwise agreed in writing.

## 8. Transfer of Risk and Retention of Title

8.1 Title to the goods supplied shall remain with the Seller until full payment of the purchase price and all accompanying obligations (including interest, costs, and any other related charges).

8.2 Until full payment of the purchase price, the Buyer shall handle the goods with due care and diligence. The Buyer shall not sell, pledge, lease, or otherwise encumber the goods without the Seller's prior written consent.

8.3 If, notwithstanding non-payment, the Buyer resells the goods, it shall be deemed that the Buyer's claim against its own customer has been automatically assigned to the Seller, up to the amount of the Buyer's outstanding obligations (cession). The Buyer shall immediately notify its customer of such assignment and confirm this in writing to the Seller.

8.4 In the event of default in payment, the Seller shall be entitled, at the Buyer's expense, to demand the return of the goods and to take possession thereof without the need for a court order. The Buyer shall grant the Seller access to the goods for this purpose.

## 9. Quality of Goods (final version)

9.1 The products shall comply with all applicable standards, regulations, and technical specifications as defined by the Seller.

9.2 Any deviations from the aforementioned requirements shall be permitted only based on a prior written agreement between the Seller and the Buyer.

## 10. Warranty and Liability for Defects

### 10.1 Liability for Defects

10.1.1 The Seller guarantees that the delivered goods are free from material defects at the time of delivery and that they meet specifications specified in the order and its confirmation.

10.1.2 The Buyer or its authorized representative shall carefully inspect the delivered goods immediately upon receipt.

- Any obvious defects must be notified to the Seller in writing, no later than five (5) working days from the date of receipt of the goods; otherwise, the Buyer loses the right to assert any related claims.

- Any hidden defects must be notified to the Seller in writing, immediately upon discovery, but no later than six (6) months from the receipt of the goods. After this period, the Seller shall not be liable for hidden defects.

10.1.3 The notification of the defect must include a detailed description of the defect and corresponding imaging material. At the Seller's request, the Buyer shall enable the Seller to inspect the goods at the Buyer's premises or return the defective goods to the Seller.

10.1.4 Justified claims shall, at the Seller's discretion, be remedied by: (i) repair of the goods, (ii) replacement or substitute delivery, or (iii) issuance a credit in the amount of the purchase price paid. Return of goods is permitted only with the Seller's prior written consent. Returned goods must be in the same condition and quantity as delivered.

10.1.5 The cost of damage to goods resulting from improper storage, processing or use by the buyer shall be borne by the Buyer.

10.1.6 In the event of a warranty claim, the Buyer shall pay the undisputed part of the purchase price in accordance with the agreed payment terms.

10.1.7 The Seller's sole liability for product defects is limited to repair, replacement, or refund of the purchase price. The Seller shall not be liable for labor costs, dismantling or reassembly, transportation, production downtime, or any other indirect costs. The Seller shall also not be liable for indirect or consequential damages, loss of profit, loss of data, or any other financial losses.

### 10.2 Manufacturer's Warranty

10.2.1 The Seller warrants that the products supplied are free from defects and function properly under normal and correct use.

10.2.2 The warranty period shall be:

– twenty-four (24) months from the date of sale to the end customer, but in any case, no longer than thirty (30) months from the date of manufacture by the Seller.

10.2.3 Justified claims shall, at the Seller's discretion, be remedied by: (i) repair of the goods, (ii) replacement or substitute delivery, or (iii) issuance a credit in the amount of the purchase price paid.

10.2.4 The warranty may be invoked only by submitting a written claim within the warranty period, accompanied by the product made available to the Seller for inspection. The cost of shipping the product shall be borne by the Buyer.

10.2.5 The warranty shall not apply in the following cases:

- improper or unsuitable use, negligence, mechanical damage, accidents, interventions by third parties, or modifications without the Seller's prior consent,
- non-compliance with installation, use or maintenance instructions,
- normal wear and tear of the product or its components.

10.2.6 The Seller's sole liability for product defects is limited to repair, replacement, or refund of the purchase price. The Seller shall not be liable for labor costs, dismantling or reassembly, transportation, production

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downtime, or any other indirect costs. The Seller shall also not be liable for indirect or consequential damages, loss of profit, loss of data, or any other financial losses.

## 11. Buyer's obligations regarding installation and use

11.1 The Buyer must ensure that the installation, connection, and commissioning of the products are carried out by qualified professionals in accordance with the Seller's instructions.

11.2 The Seller shall not be liable for any damage resulting from improper installation, incorrect use, or interference with the product by unauthorized persons.

11.3 In the event of a breach of this provision, the product warranty shall become void.

## 12. Servicing

Servicing of the equipment shall be carried out exclusively by the authorized service department of SELTRON d.o.o., both during and after the warranty period. The terms and conditions of servicing shall be determined according to the type of product.

## 13. Environment and Compliance

### 13.1 Hazardous Substances (REACH, RoHS)

The Seller ensures that all products comply with the applicable environmental legislation of the European Union and the Republic of Slovenia, including the requirements of the REACH and RoHS Regulations and any other regulations restricting the use of hazardous substances. If a product contains any Substances of Very High Concern (SVHC) in a concentration exceeding 0.1%, the Seller shall notify the Buyer thereof in writing prior to delivery.

### 13.2 Waste Electrical and Electronic Equipment (WEEE)

Where a product qualifies as electrical or electronic equipment, the Buyer shall, upon the end of its use, ensure its collection, treatment, and disposal in accordance with the applicable legislation on waste electrical and electronic equipment (WEEE). Such equipment must not be disposed of with mixed municipal waste; it must be disposed of in authorized collection systems or by a waste collection and treatment operator. If the product contains components with hazardous substances or other specific disposal requirements, the Seller shall inform the Buyer thereof in writing prior to delivery and provide the necessary handling instructions.

### 13.3 Batteries and Accumulators

Where a product contains batteries or accumulators, the Buyer shall handle them in accordance with the applicable legislation on batteries and waste batteries. Batteries and accumulators must not be disposed of with mixed municipal waste; it must be disposed of in authorized collection systems or by a waste collection and treatment operator. The Seller ensures that any batteries or accumulators forming part of its products do not contain hazardous substances above the permitted limits. If any component of the product contains batteries exceeding such limits or subject to special handling requirements, the Seller shall notify the Buyer thereof in writing prior to delivery and provide appropriate handling instructions.

### 13.4 Packaging

Where products are supplied in packaging, the Buyer shall handle such packaging in compliance with the applicable legislation on packaging and packaging waste management. Packaging must not be disposed of with mixed municipal waste; it must be disposed of in authorized collection systems or by a waste collection and treatment operator. The Seller assumes no obligation to collect or take back packaging, except in the case of returnable packaging or where expressly agreed otherwise between the Parties.

### 13.5 Information to End Users

Any Buyer who places the products on the market for third parties (such as distributors, installers, or resellers) shall be responsible for informing end users about the proper handling and disposal of products, batteries, and packaging, as well as about the prohibition of their disposal with municipal waste.

### 13.6 Buyer's Liability

If the Buyer fails to dispose of or handle products, batteries, or packaging in compliance with the applicable legislation, the Buyer shall bear full legal, financial, and damages liability, including reimbursement of all related costs, penalties, and third-party claims. The Buyer shall indemnify and hold the Seller harmless from any loss, cost, or liability arising from the Buyer's non-compliance.

### 13.7 Environmental Taxes and Buyer's Obligations Abroad

13.7.1 Where the Seller supplies products to a Buyer located outside the Republic of Slovenia, the Buyer shall be solely responsible for fulfilling all legal obligations in the country where the products are first placed on the market. This includes obligations relating to packaging, waste electrical and electronic equipment (WEEE), batteries and accumulators, fluorinated greenhouse gases, and any other requirements under the applicable national legislation, including registration, reporting, and payment of all related environmental or other duties.

13.7.2 The Seller shall not assume any responsibility for the Buyer's compliance obligations, unless expressly agreed otherwise in writing between the Parties.

13.7.3 Upon the Seller's request, the Buyer shall, without delay, provide appropriate evidence of compliance with the obligations under this Article and shall reimburse the Seller for any costs, penalties, or third-party claims resulting from the Buyer's non-compliance.

## 14. Liability for Damages

14.1 The Seller shall not be liable for any damage to the Buyer's products or property, nor for any damage to the products or property of third parties. Furthermore, the Seller shall not be liable for any damage resulting from improper use, incorrect installation, inadequate maintenance, insufficient training of personnel responsible for installation or servicing, or any breach of applicable regulations by the Buyer.

14.2 The Seller shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profit, loss of business, loss of contracts or opportunities, loss of data, loss of goodwill, production downtime, or any other indirect or consequential damages.

14.3 The Seller shall not be liable for any costs or expenses associated with product recalls, unless such recall is a direct result of a defect for which the Seller is solely and exclusively responsible.

14.4 In any event, the Seller's maximum joint liability, shall be limited to the total value of the contractually supplied products to which the claim relates.

14.5 The Buyer shall maintain valid and adequate liability insurance covering all risks associated with its business operations. Upon request, the Seller may at any time require the Buyer to provide satisfactory evidence of the existence and validity of such insurance coverage.

14.6 The limitations of liability set forth in this Article shall not apply to the Seller's liability for death or personal injury caused by gross negligence or willful misconduct, for fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law.

## 15. Ethics, Compliance, and Anti-Corruption Policy

The Seller is committed to the principles of sustainable development, integrity, and anti-corruption, and supports the United Nations Global Compact initiative.

The Buyer undertakes not to use the products for any military, nuclear, space, or other prohibited purposes, nor in or for the benefit of countries, entities, or individuals subject to international sanctions.

The Buyer shall comply with all applicable laws and regulations on export control, sanctions, and anti-corruption arising from the legislation of the European Union and any other relevant jurisdictions.

## 16. Personal Data Protection (GDPR)

The Seller processes personal data in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR). Personal data are processed solely for the purposes of contract performance, accounting procedures, and the fulfilment with legal obligations. The Buyer shall have the right to access, rectify, and erase personal data, as well as any other rights granted under the applicable data protection legislation.

## 17. Intellectual Property and Software

17.1 For products containing embedded software, the Buyer shall acquire only a non-exclusive, non-transferable, and perpetual right (license) to use the software solely for the purposes specified in the product specifications.

17.2 By purchasing the products, the Buyer shall not acquire any other intellectual property rights in or to the products, software, documentation, or any other protected content. All such rights shall remain the exclusive property of the Seller.

17.3 All information, including but not limited to software, firmware, designs, and technical documentation, shall be deemed confidential. The Buyer shall not disclose, reproduce, copy, or use such information for any purpose other than the performance of the contract, without the Seller's prior written consent.

17.4 Reverse engineering, decompilation, disassembly, or any other interference with the software or hardware is strictly prohibited, unless such actions are expressly permitted under mandatory provisions of applicable law.

17.5 The Buyer shall not acquire any rights to the source code of the software, unless expressly agreed otherwise in writing with the Seller.

#### 18. Force Majeure

18.1 Force majeure shall mean any event or circumstance beyond the reasonable control of either the Seller or the Buyer which, at the time of the conclusion of the contract, could not reasonably have been foreseen, avoided, or overcome. Such events include, but are not limited to, war, acts of terrorism, natural disasters, fires, floods, epidemics or pandemics, strikes, embargoes, disruptions in transportation or supply chains, power outages, government actions or legal restrictions, and other similar events.

18.2 In the event of force majeure, the Seller shall not be held liable for any delay or failure in the performance of its contractual obligations. The delivery periods and performance deadlines shall be extended by the duration of the force majeure event and its effects.

18.3 If the force majeure event continues for more than ninety (90) days, the Seller shall be entitled to terminate the contract, in whole or in part, without any liability to compensate the Buyer.

18.4 The Seller shall notify the Buyer of the occurrence of a force majeure event within a reasonable period after becoming aware of, or when it could reasonably have become aware of, such circumstances.

#### 19. Termination and Expiry

19.1 The Seller may terminate the contract with immediate effect if the Buyer breaches any essential contractual obligations, including but not limited to: late payment; violation of export control, sanctions, or anti-corruption laws or policies; infringement of the Seller's intellectual property rights; insolvency or initiation of bankruptcy, liquidation, or compulsory settlement proceedings against the Buyer; or any other serious breach of contract not remedied within a reasonable period after written notice by the Seller.

19.2 In the event of termination under the preceding paragraph, the Seller shall be entitled to claim compensation for all damages incurred as a result of the breach and to demand payment of any outstanding amounts due.

19.3 Where the contractual relationship is of a continuing nature (e.g. framework agreement), either Party may terminate the contract by giving written notice in accordance with the notice period specified in the contract. If no such period is specified, the minimum notice period shall be ninety (90) days.

19.4 Termination or expiry of the contract shall not affect the validity of provisions which, by their nature, remain in force even after the termination of the contract, including but not limited to those concerning confidentiality, intellectual property, limitation of liability, and dispute resolution.

#### 20. Governing Law and Dispute Resolution

20.1 All legal relations between the contractual Parties shall be governed by the laws of the Republic of Slovenia, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.2 Disputes that arise between the contracting parties and do not have an international element shall be subject to the exclusive jurisdiction of the competent court in Maribor, Republic of Slovenia.

20.3 In the event of disputes with an international element, such disputes shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitral tribunal shall consist of one arbitrator. The arbitration proceedings shall be conducted in the English language, and the seat of arbitration shall be Ljubljana, Republic of Slovenia.

#### 21. Amendments to the Terms and Conditions (final version)

The Seller reserves the right to amend or supplement these General Terms and Conditions of Sale at any time. Any amended or updated version shall take effect upon its publication on the Seller's official website.