

GENERAL CONDITIONS OF PURCHASE OF POZAVAROVALNICA SAVA D.D.

1 Validity

- 1.1 General Conditions of Purchase (hereinafter: "Conditions of Purchase") of Pozavarovalnica Sava d.d., Dunajska 56, 1000 Ljubljana, (hereinafter: "Sava Re") shall apply to all contracts entered into by Sava Re or its subsidiaries with suppliers on the basis of purchase orders for the supply of goods and/or services.
- 1.2 Unless provided otherwise in these Conditions of Purchase, all provisions of these Conditions of Purchase shall apply to both goods and services.
- 1.3 The Supplier hereunder shall mean the supplier of goods, the service provider or the author of a copyrighted work.

2 Enquiry, purchase order and offer

- 2.1 Offers made by the Supplier shall be free of charge and non-binding for Sava Re. Offers shall include at least: item, quality, quantity and price, payment terms and conditions and delivery method. Unless specified otherwise in the enquiry, the due date for submission of offers shall be two working days from receipt of enquiry. The Supplier shall be bound by the offer made until its expiry; which shall not be earlier than 14 days after the offer date. Offers shall be deemed accepted, if confirmed by Sava Re in its entirety and without any written proposals for amending them by placing a purchase order before the expiry of its validity.
- 2.2 Purchase orders shall be placed with the Supplier in writing. Amendments to purchase orders shall be valid only if confirmed by Sava Re in writing. Orders shall include the exact address of the Supplier, the item, quality and quantity, requested delivery period and other conditions required for the Supplier for an accurate and smooth execution of the order.

- 2.3 The Supplier shall notify Sava Re immediately about acceptance of the purchase order in writing. If the Supplier fails to confirm the purchase order in the proper manner and within a reasonable time, but no later than two working days after the date of the purchase order, Sava Re reserves the right to cancel the purchase order without any liability for damages. Cancellation of the contract shall be deemed timely if sent to the Supplier before Sava Re has received the purchase order confirmation from Supplier.
- 2.4 If the purchase order confirmation differs from the purchase order itself, the Supplier shall clearly indicated differences and mark them accordingly. Such confirmation shall be deemed to constitute a counter-offer made by the Supplier.

3 General conditions of business

- 3.1 By accepting the offer made by the Supplier or by the timely and proper confirmation of the purchase order, the Sava Re Conditions of Purchase shall become an integral part of both the contract concluded and any subsequent contracts entered into by Sava Re and the Supplier, even if no separate contract is made for the business.
- 3.2 The Supplier's general conditions of sale shall only be binding upon Sava Re if it is specifically agreed in writing that they are part of the contract. Any reference by Sava Re to the Supplier's offer papers shall not imply Sava Re's acceptance of the Supplier's general conditions of sale. If the parties agree on the validity of the Supplier's general conditions of sale, the Sava Re Conditions of Purchase shall also be an integral part of the contract and shall apply to all those matters not addressed by the general conditions of the Supplier.
- 3.3 Sava Re shall not be bound by any terms and conditions supplied together with goods, either in hardcopy or softcopy, unless specifically confirmed by Sava Re in writing.

4 Place of destination and transfer of risk of loss

- 4.1 A delivery note shall accompany each delivery of goods. All delivery notes shall be clearly marked with the Sava Re order number and Sava Re item codes, designations, number of items or weight of goods. Delivery notes for imported goods shall also contain other required data (e.g. for imports from EU member states, origin of goods and the 8 digit tariff heading). If purchase order data are missing or the delivery note is not accurately or fully completed, Sava Re reserves the right to refuse acceptance of delivery at the expense and risk of the Supplier.
- 4.2 For deliveries involving installation or erection and for services, the risk of loss shall pass on to Sava Re on the date of acceptance, while for other deliveries, this shall be the arrival date at the place of destination (hereinafter: place of use).
- 4.3 The Supplier shall comply with any instructions provided by Sava Re relating to shipment. Unless the mode of transport has been specifically determined by Sava Re, the least expensive mode of transport shall be used. If not used, the higher transport costs shall be borne by the Supplier, who shall also be liable for any loss resulting from failure to follow instructions.
- 4.4 Acceptance shall be carried out within a reasonable period of time after the arrival of the goods or the provision of services. Partial deliveries or deliveries of larger amounts are permitted only with prior written consent of Sava Re. If in a random check part of the consignment does not meet the requirements of Sava Re or the usual commercial quality, then the whole consignment may be rejected and Sava Re shall have the right to be compensated for inadequate quality. This provision shall be without prejudice to the right of Sava Re to other indemnity claims.
- 4.5 The Supplier may retain title to goods delivered only if expressly agreed in the contract.

5 Information on goods, packaging and waste

- 5.1 Goods supplied by the Supplier shall be equipped with the requisite security mechanisms and shall

comply with applicable safety, environmental and other regulations (e.g. on limits for certain hazardous substances in electrical and electronic equipment, etc.) and technical rules. The goods shall bear the CE marking. When delivering goods, declarations of conformity shall be provided. The Supplier shall provide Sava Re with all necessary and useful information about the goods or services that are the subject of the purchase order, particularly with instructions for proper storage and safety specifications. In case of the supply of goods that require assembly or erection, the Supplier shall deliver instructions for assembly, installation and erection, maintenance instructions and such like. The Supplier shall deliver all instructions in Slovenian; at the request of Sava Re, instructions shall be provided in other languages as well.

- 5.2 The Supplier shall, at the request of Sava Re, provide technical calculations and other specifications.
- 5.3 The Supplier shall be liable for any loss due to improper packaging. The Supplier shall, at its own expense, remove all transport, sales and service packaging. Unless otherwise agreed, the Supplier shall reimburse Sava Re for return of any packaging that can be reused.
- 5.4 The Supplier shall warn Sava Re about any potential creation of hazardous waste in respect of goods and indicate possible disposal options. At the request of Sava Re, the Supplier shall accept, free of charge, any waste created in the proper use of the goods supplied. If the Supplier refuses to accept such waste or such acceptance is not possible, Sava Re shall organise the disposal of waste and charges shall be borne by the Supplier.

6 Delivery term and liquidated damages

- 6.1 Unless the parties have agreed otherwise, the delivery term shall start on the day when Sava Re issues the purchase order. The goods shall be considered to have been supplied in time if they arrive at the place of use within the delivery term. Services shall be deemed to have been provided in time if accepted by Sava Re within the agreed term at the place of use.

- 6.2 As soon as the Supplier is aware that delivery will be delayed, Supplier shall notify Sava Re in writing and obtain instructions for further action. In such cases, delivery terms will be extended only if specifically approved by Sava Re in writing.
- 6.3 Sava Re reserves the right to charge, in case of delayed supply, liquidated damages of 0.5 % of the total order value for each started calendar day of delay up to 20 % of the total value of the purchase order. Sava Re reserves the right to claim damages in excess of the amount of liquidated damages. Sava Re shall retain the right to claim liquidated damages after accepting a delayed order fulfilment. Liquidated damages are generally charged once a month. The Supplier shall settle liquidated damages within 30 days. The Supplier shall waive the right to claim reduced liquidated damages.
- 6.4 In case of a delay, Sava Re reserves the right to withdraw from the contract upon expiry of a reasonable extension of delivery due date granted to the Supplier. This right shall be retained by Sava Re, even if on other occasions Sava Re has accepted delayed shipments without reservations. Where the delivery term is an essential part of the contract, Sava Re shall not be obliged to grant an extension of the delivery term.
- 6.5 In case of a delay by the Supplier, Sava Re reserves the right to purchase goods or services from a third party. The same shall apply, if the Supplier unduly terminates or suspends activities. Costs incurred by Sava Re in doing so shall be borne by the Supplier.
- 6.6 In the event of early delivery of goods, Sava Re reserves the right to charge the Supplier additional costs incurred in this regard, e.g. costs of storage and insurance. Premature delivery of goods does not modify terms of payment. The risk of fortuitous loss of goods at Sava Re in the event of premature delivery shall pass to Sava Re only upon the agreed date of delivery.
- 7 Special provisions concerning the supply of services**

- 7.1 The Supplier shall carry out jobs in line with approved technical documentation. Services shall be carried out professionally, accurately, in accordance with applicable regulations, standards and professional practices and with the use of materials the quality of which has been previously approved by Sava Re.
- 7.2 Prior to starting works, the Supplier shall deliver to Sava Re certificates for all materials to be used.
- 7.3 The Supplier shall not subcontract any works without the prior written consent of Sava Re. The Supplier shall be liable to Sava Re for any works subcontracted in the same way as if carried out by the Supplier. The Supplier shall meet any obligations to its subcontractors for works carried out. If not met, Sava Re reserves the right to make payments directly to its subcontractors.
- 7.4 The Supplier shall keep a logbook of works done and submit it for signing to an authorized representative of Sava Re on a daily basis.
- 7.5 When all works are completed, the Supplier shall notify Sava Re in writing that works are completed in full and shall request an inspection of the works.
- 7.6 The Supplier shall be responsible for compliance with protective measures as well as for supervision and management of its employees.
- 8 Warranty**
- 8.1 The quality and quantity of goods delivered shall be determined by the contractual parties at the place of delivery. The quantity acceptance test by Sava Re shall be conclusive regarding any quantitative deviations.
- 8.2 The quality and quantity of services rendered shall be established by the parties and set down in an acceptance of order form. If requested by Sava Re, the Supplier shall provide a performance bond (guarantee) and a maintenance bond (guarantee).
- 8.3 The Supplier warrants that products and services meet the specified requirements and are free from defects that could affect either their value or usefulness. Sava Re shall notify Supplier of any non-conformity in the form of a complaint record.

- 8.4 If defects are found prior to or during the passing of the risk of loss, or if defects occur during the limitation period, the Supplier shall at his own expense and at the request of Sava Re repair such defects, or deliver a new product free of defects, which shall also apply mutatis mutandis to services. The Supplier's warranty cannot be limited or excluded.
- 8.5 The Supplier agrees that it will be notified by Sava Re of obvious defects on the basis of a complaint record no later than 8 days after acceptance of goods or services. The Supplier shall respond to a complaint within 8 days of its receipt.
- 8.6 Any hidden defects may be reported by Sava Re upon discovery, irrespective of the time limits set by the Obligations Code, in an aggregate report up until the 15th day of each month for the previous month and no later than one year after acceptance of goods or services.
- 8.7 If, in order to avoid own delays or for any other urgent matter, Sava Re has a special interest in the immediate performance and if it is not likely that the Supplier remedy the defect within a reasonable additional period of time, Sava Re shall not be required to grant an adequate extension of due date for proper fulfilment of the contract.
- 8.8 If the Supplier fails to remedy a defect, Sava Re has the right to:
- withdraw completely or partly from the contract without compensation,
 - require a reduction in the price,
 - remedy defects by itself or buy new goods or order services from a third party,
 - claim compensation for goods or services.
- 8.9 If the Supplier in the provision of its services uses materials that do not meet technical requirements, applicable standards or other terms of the contract, the Supplier shall, at the request of Sava Re, remove and replace them with required materials. In addition, the Supplier shall remove all supplied materials that otherwise meet the terms of the contract, but are of poor quality and replace them with good quality materials. The contract price shall remain unchanged in spite of this.
- 8.10 The Supplier shall bear the cost and risk of loss for return of defective goods delivered.
- 8.11 Sava Re shall not be liable to pay goods or services that are the subject of a complaint.
- 8.12 The Supplier shall immediately notify Sava Re of any defects of its products or services that the Supplier is aware of in order to limit any potential adverse consequences. The Supplier shall, at its own expense, defend Sava Re in all legal proceedings in respect of goods delivered or services rendered filed by third parties against Sava Re and shall reimburse all costs and expenses incurred by Sava Re in the process.
- 8.13 Unless otherwise agreed, the Supplier of goods and services shall grant a three-year warranty. In the event of a complaint, the warranty period shall resume after the defect has been remedied.
- 8.14 The Supplier undertakes to offer Sava Re its assistance up to 10 years after the last delivery, in the event of litigation in respect of goods supplied or services rendered, and immediately forward the name of the manufacturer, importer, sub-supplier or subcontractor involved in the completion of the purchase order, including all necessary information to defend against product liability claims, as well as all necessary documentation relating to goods delivered or services rendered.
- ## 9 Price
- 9.1 The price shall be agreed in each individual contract. The price shall be free delivered to place of use. The agreed price shall be final and the Supplier cannot unilaterally change it.
- 9.2 If the Supplier is a taxable person, the price shall be gross of VAT.
- 9.3 If during the term of the contract, there is a substantial change in business conditions and/or market conditions for goods or services that are the subject of this contract, Sava Re shall have the right to request a lower price to be set due to changed circumstances.

10 Invoice

10.1 Sava Re shall be sent an invoice immediately upon delivery but no later than two working days after dispatch or provision of services and the invoice shall contain all data on the purchase order, if not, Sava Re may extend the payment period by the time of the delay. The text and layout of the invoice shall allow easy reading and comparison with the purchase order. The invoice shall comply with statutory regulations and additionally, the Supplier shall indicate the purchase order number and other order information. Invoices for services shall have attached a schedule of works carried out approved by Sava Re. Copies of invoices shall be clearly marked with the word "copy".

10.2 Sava Re will reject any invoice that does not conform to statutory requirements or with its instructions, in particular, relating to information about the purchase order and rules on tax obligations. In such a case, the invoice shall be deemed not to have been issued and the payment period deemed not to have begun to run.

11 Payment

11.1 The invoice payment period shall commence on the date when Sava Re has completely accepted the goods or services and received a properly issued invoice. If the delivery is to include sample materials, documents on the quality, trial records or other documents, delivery shall be deemed to be complete and services fully provided when Sava Re is in possession of such items or documents.

11.2 Unless otherwise agreed, payment shall be made at the discretion of Sava Re within 30 days with a 3 % discount, or within 45 days with a 2.5 % discount, or within 60 days with a 1.5 % discount, or within 90 days with a 1 % discount, or with no discount within 120 days.

11.3 In the event of early payment (before the agreed due date), Sava Re will make an early payment deduction from the amount payable of 0.04 %.

11.4 Sava Re shall settle amounts due by bank transfer to the bank account or by offsetting. A payment

shall be deemed paid on time, if the amount is credited to the Supplier's bank no later than on the due date. Bank charges of the recipient's bank shall be borne by the Supplier.

11.5 Sava Re reserves the right to withhold payment until irregularities are remedied. During the warranty period, Sava Re may withhold up to 10 % of the amount due under a purchase order as security for warranty claims, non-interest bearing. If payment is made in full, this shall not be constitute Sava Re's confirmation of completeness of delivery (of goods or services) nor waiver of any rights under warranties or guarantees.

12 Principles of quality management

12.1 The Supplier shall, to the highest extent possible, comply with principles of quality management.

12.2 At the request of Sava Re, the Supplier shall, within a reasonable time, submit a written self-assessment on compliance with principles of quality management.

12.3 Sava Re reserves the right to request, if necessary, additional evidence on quality assurance or conduct an audit of the Supplier. The Supplier shall enable smooth conduct of the audit.

13 Special provisions for hardware and software

13.1 Hardware and software shall be, unless otherwise agreed, regarded as a single unit.

13.2 Software specially designed for Sava Re shall be considered to be taken over if it has run, in accordance with specifications during a minimum four-week trial period, satisfactorily and without errors. In case of doubt, this period shall start to run on the first day of commercial use of software by Sava Re.

13.3 As part of its warranty obligations, the Supplier shall make available to Sava Re for free all software versions that contain error corrections (updates). In addition, the Supplier shall undertake to provide maintenance services to Sava Re for the software supplied for at least 5 years at prevailing market conditions.

13.4 Unless otherwise agreed, the Supplier shall, no later than at the handover, provide Sava Re with the source code for the supplied software, using an adequate electronic media (DVD, etc.). In addition, the Supplier shall hand over to Sava Re all system passwords and all other instructions (instructions for use, content and structure of the data carrier, data flow program and plan, procedures for testing, test programs, error handling, etc.) required by Sava Re for the smooth management of the software.

13.5 Delivery of the source code shall transfer to Sava Re copyrights pertaining to software, enabling Sava Re to make unlimited use of the software in modified or unmodified form, reproduce, alter or use or exploit it in any other way, without the consent of the Supplier or payment to Supplier of any extra fees.

13.6 The copyright on software acquired by Sava Re shall be granted worldwide, for as long a period as the laws of the Republic of Slovenia grant protection for copyright and unlimited in scope. The payments under the contract shall be deemed to settle all the author's economic rights.

13.7 Sava Re may transfer copyrights of software against payment or for free without the consent of the Supplier.

13.8 If the Supplier has developed its software on the basis of third party software (e.g. Microsoft), the Supplier shall ensure that Sava Re has the right to modify the developed software, while the Supplier does not need to provide the source code for the software of other vendors.

14 Other copyright works

14.1 In the preparation and performing of works under the contract, the author shall follow all written and oral instructions given by Sava Re.

14.2 By accepting the royalties, the author shall transfer, once and forever and for all cases, all rights pertaining to works carried out. Such transfer shall include the right of Sava Re to use the work, publish and distribute it in softcopy,

hardcopy, or any other form or exploit it in any other way. In particular, the author shall transfer to Sava Re the economic rights of the author for processing the work so as to be able to make additions, modify it by the use of revised data and to make use of the work or any of its individual parts at Sava Re's discretion. The author represents that it has the right to transfer the economic rights of the author to Sava Re in the manner and to the extent provided in this section, otherwise the author shall be liable for any damages.

14.3 Materials, samples, and such like made available to the author by Sava Re for the purpose of performing the contract shall remain the property of Sava Re and must be separately stored, labelled and managed. Any related costs as well as the risk of loss of materials shall be borne by the author. Materials may be used solely for the performance of the contract. Any lien of the author attached to materials shall be excluded.

15 Protection of confident and personal data

15.1 The term "business secret" shall include information and documents relating to the subject matter of this contract; therefore, authorized persons and other employees who have access to them may under no circumstances, without the express permission of an authorized person, inform or notify other persons, other than those who must be aware of it as part of their professional duties or persons who are authorized in this regard by law.

15.2 Business secrets of any individual party must also be protected by the employees of the counterparty and those of any other persons tasked by the counterparty to assist in implementing the rights and obligations under this contract, if they knew or should have known by the nature of the information that it is a business secret, irrespective of how the information has come to their knowledge. Each party shall undertake to bind their respective employees as well as other persons involved in the implementation of rights and obligations under this contract, to the protection of business secrets.

15.3 The term business secret shall also include information that would evidently result in considerable loss if known by any unauthorized person.

15.4 Business secrets shall be protected by the persons referred to in paragraphs one and two of this Article even after termination of the contract until revoked by the counterparty or until the information constituting such business secret is made public.

15.5 The parties undertake to handle personal data that comes to their knowledge during the performance of this contract in compliance with the provisions of the Personal Data Protection Act and any additional instructions given by either contractual party and to use such data only for the purposes of performing this contract.

15.6 The parties agree to ensure, in accordance with the applicable law, all the necessary organizational and technical procedures and measures to protect personal data, prevent accidental or intentional unauthorized destruction of data, their modification or loss and unauthorized processing of such data so as to:

- ensure the protection of premises, equipment and system software, including input-output units,
- ensure the protection of computer applications for the processing of personal data,
- prevent unauthorized access to personal information during transfer, including transfer by means of telecommunications and networks,
- provide an effective way of blocking, destroying, erasing or anonymizing of personal data,
- allow, by providing for audit trails, subsequent determination, when individual personal data were entered into the database of personal data, when such data has been used or otherwise processed, and who has done so at least for the period when protection of personal data against unauthorized transmission or processing is provided by law.
- specifically instruct their employees on the protection of personal data in accordance with the regulations on the protection of

such data and regulations on civil and criminal liability,

- not, without the written consent of the counterparty, make copies of data carriers containing personal data, nor disseminate or send them by e-mail in an unprotected form,
- not disclose any personal information to third parties, neither to a natural person, nor to a company, association or any other entity for any reason or purpose, without the prior written permission of the counterparty,
- promptly returned to the counterparty any data carrier with personal data, when requested by counterparty in writing, or when no longer needed for the performance of this contract or after termination of this contract, and destroy any copies of such data or, if in compliance with statutory regulations, send to the government agency responsible for the detection or prosecution of criminal offenses, to the court or any other public authority.

15.7 The duty to protect personal data, in accordance with this contract and the Personal Data Protection Act, shall be binding on all employees of the contracting parties, including those employed based on other than contracts of employment, even after termination of employment or other provision of services under this contract.

15.8 The contracting parties shall ensure that their employees:

- implement measures for the prevention of personal data abuse and handle personal data that come to their knowledge in a careful and prudent way and in a manner and according to the procedures laid down in this contract, the Personal Data Protection Act and other relevant legislation,
- protect the confidentiality of personal data that come to their knowledge in the performance of this contract, or in any other way,
- in the event that they become aware of personal data abuse (e.g. disclosure of personal data, unauthorized destruction, appropriation of personal information) or unauthorized access to a personal data

filing system, immediately inform the person responsible on behalf of the contracting party to notify the counterparty thereof immediately.

15.9 External contractors of the contracting parties shall not have any rights of processing of personal data obtained in the performance of this contract, except under provision of a written consent of the counterparty.

15.10 The contracting parties undertake to take appropriate action against any person who would abuse personal data or gain unauthorized access to any personal data filing system, in accordance with the Employment Relationships Act and the Penal Code and to inform and keep the counterparty informed of all events.

15.11 Abuse of personal data shall mean any use of personal data for any purpose other than processing under this contract. Attempted abuse shall include any attempt to use personal data for any unauthorized purpose.

15.12 The Supplier shall explicitly permit Sava Re to send information about this contract to its subsidiary companies for information purposes (e.g. "purchase pooling"), as well as for reporting for statistical purposes and risk management. The Supplier shall also allow that these companies as well as Sava Re send either in hardcopy or softcopy via e-mail information about their services. Such consent may be revoked at any time in writing.

16 Assignment of receivables or contract

16.1 The Supplier shall not assign any rights hereunder to any third party, use such rights as collateral or otherwise make them the subject of legal transactions without the prior written consent of Sava Re.

16.2 The Supplier shall not assign or subcontract any part or the entire contract to a third party without Sava Re's prior express written consent.

16.3 The Supplier agrees that Sava Re may assign the contractual relationship with the Supplier to any of its related companies. The contractual

relationship shall pass to the related company when the Supplier is notified of the assignment.

16.4 Any attempt to assign receivables or the contract that is in contravention of the above provisions shall be invalid. Excepted are assignments resulting from change in the legal status of any party.

17 Anti-corruption clause

17.1 The parties declare that at no stage of negotiating or performing the contract, neither party has offered, given or promised nor will offer, give or promise any undue advantage to any employee and member of the management or supervisory bodies of the other contracting party in order to:

- gain business or
- conclude a contract under more favourable conditions or
- neglect due supervision over the implementation of contractual obligations or
- commit any other act or omission which resulted or could result in any loss for the counterparty or any undue advantage for any employee and member of the management or supervisory bodies of the counterparty.

In case of a breach or attempted breach of this clause, this signed contract shall be void. If the implementation of the contract has not started, the contract shall be deemed not to have been concluded.

18 Force majeure

18.1 Neither party shall be liable for non-performance of contract if resulting from force majeure. In the event that either party is unable to fulfil its obligations under this contract due to force majeure, such party shall immediately serve notice on the other party specifying the circumstances of the force majeure event.

18.2 Force majeure shall be deemed to be unforeseeable and unexpected events beyond the control of the parties that the parties are unable to foresee, prevent or avoid.

18.3 Either party shall have the right to request an amendment of the contract due to force majeure. The contractual terms shall be extended by at least the duration of the force majeure; the contracting parties shall set new due dates in the form of an annex to the contract.

19 Suspension of contract, contract amendment and withdrawal

19.1 Sava Re reserves the right to suspend the fulfilment of the purchase order at any time. In the event of such suspension lasting more than three months, the Supplier shall submit to Sava Re a detailed list of expenses incurred as a result of such suspension. In such a case, Sava Re shall not be liable to the Supplier for any loss of profit incurred. The Supplier shall not have the right to claim compensation of expenses if such suspension lasted less than three months; if, however, it lasted longer than three months, the Supplier cannot claim compensation for the first three months.

19.2 If the contract is concluded for an indefinite time, each contracting party shall have the right to cancel it with three month's notice. In the event that either party is in breach of any essential provision of the contract and such breach is not remedied within 30 days of the date of receipt of a written request of the counterparty, such counterparty may, to the extent that it is properly fulfilling its obligations, terminate the contract without notice. Sava Re shall also have the right to terminate the contract without notice if bankruptcy proceedings or compulsory arrangements are initiated against the Supplier. The Supplier shall inform Sava Re immediately of the occurrence of such circumstances.

19.3 In the event of a termination of the contract, the Supplier shall be entitled to payments for goods delivered and services rendered, but not for loss of profits or any other loss.

19.4 In the event of early termination of this contract, the provisions of the Conditions of Purchase and

the contract shall apply to the performance of each individual already confirmed order.

19.5 Amendments to this contract shall be made in the form of an annex to the contract.

20 Dispute resolution

20.1 Legal transactions concluded in accordance with these Conditions of Purchase shall be governed by the laws of the Republic of Slovenia, unless otherwise agreed.

20.2 Any disputes arising from this contract shall be settled amicably by the parties and with a view to a long-lasting partnership. If an agreement cannot be reached, the parties hereto shall submit to the jurisdiction of the court of Novo mesto.

21 Term of Conditions of Purchase

21.1 Should any individual provisions of these Conditions of Purchase or the contract be invalid, this shall have no effect on the validity of the Conditions of Purchase or the contractor as a whole, unless the contract without the invalid provision does not fulfil the purpose that the parties pursued by concluding this contract.

21.2 The Conditions of Purchase shall apply indefinitely or until amendment. Amendments shall apply to all legal transactions entered into after the date of entry into force of the amended Conditions of Purchase from the time when the Supplier is informed of such amendment.

22 Final provisions

22.1 The parties undertake to jointly work towards improved co-operation and for this end, monitor the implementation of this contract and analyse attained objectives and effects.

22.2 The rights and duties of the parties that are not expressly provided in these Conditions of Purchase or the contract shall be governed by the provisions of the Obligations Code and other applicable legal regulations.

This document shall be valid from the date of its adoption by the management board and shall come into force on 1 October 2014.