

INDOP, d.o.o. GENERAL SALES, DELIVERY AND PAYMENT TERMS

for the supply of spare parts and other servicing materials (hereinafter referred to as the "Goods") for Combined heat and power units manufactured by INDOP, d.o.o. (hereinafter referred to as the "Products").

1. GENERAL

In doing business with you, Indop, d.o.o. (hereinafter referred to as the "Indop") will keep, if not otherwise agreed, to the terms and usances as described below.

2. DELIVERABILITY OF GOODS

Indop assure to deliver the Goods (spare parts) for the sales ranges and Products to business partners, distributors of finished goods and their contractually authorized after-sales services in compliance within the minimum period declared for procurement of spare parts, starting after the production of a certain Product or line of Products has been phased out:

- 2 years for components in original design and workmanship
- 5 years for components in substitution versions (neutral design and workmanship)
- 10 years for functional parts.

Please note that we will supply vital functional parts and components of Products, either in original or substitution version, also after the expiration of the above obligatory term of spare part assurance.

After the expiration of the term of spare part assurance we reserve the right to offer you certain parts for lifetime supply.

3. ORDER

Every order must indicate in an unambiguous way the data about ordered Goods (numerically expressed with article code number and part name as specified by Indop) and the quantity. Indop shall take into account the orders given in writing (e.g. by e-mail, by post) or by using Indop on-line system for ordering spare parts upon granting the access to the on-line system by Indop. Exceptional oral and telephone order messages are to be confirmed in taken into processing. Indop considers them confirmed also if no remarks to Indop acknowledgement of order are given in the time foreseen for remarks.

In case that the article code number and its name are not matched, the code number is decisive.

The date of order reception is considered the date when the order is entered into our computer system and after any unclear situations and incomplete data arising from the received order have been fully eliminated.

4. PRICES

Prices quoted shall be understood to include packaging of the Goods. These prices – unless expressly stated in the offer – shall not include costs for transport from the Indop factory in Šoštanj/Slovenia, (the parity EXW Šoštanj/Slovenia Incoterms 2010 shall apply) value-added tax, costs for unloading, mounting, assembly, connection, installation or starting up.

The delivery shall be made based on an order, at the risk and expense of you.

The Goods will be invoiced according to the price list valid on the day of the order reception or the day of acknowledgement of the order. The basic price list is given in EUR, VAT excluded.

5. ACKNOWLEDGMENT OF ORDER

Every order received from you will be acknowledged by Indop in writing prior to the delivery of Goods, evidencing the following data: code number, article name, quantity, price, and any other data such as information on: alternative articles, delivery terms, rebates, extra costs. Any remarks you may have with regard to the confirmation of the order, are to be notified in 2 days after receipt of the confirmation of the order because otherwise it is considered that you agree with delivery of goods as stated on the confirmation of the order.

6. SPECIAL DISCOUNTS ON VALID PRICE LIST

Special discounts are possible for big quantities or high values of identical spare parts.

You can receive a detailed information in this matter from Indop office.

7. DELIVERY TERM

Delivery shall be made from the location of the manufacturer's factory in Šoštanj/Slovenia. From there on, you shall assume the full risk.

The risk on you shall arise as soon as the Goods have left the factory of the manufacturer in Šoštanj/Slovenia. If the dispatch or delivery is delayed as a result of a circumstance caused by you, the risk shall pass to you, as from the day that the Goods were ready for dispatch from the factory of Indop in Šoštanj/Slovenia and that you have also been informed thereof.

Due to force majeure, Indop shall be entitled to a delay in delivery for the duration of the period required for the elimination of the consequences of the accident and a re-preparation of the Goods for delivery. This shall apply also in the case if such events occur during an already incurred delay.

The force majeure shall mean any currency, trade-policy and other state measures, strikes, lock-outs, disruptions in operation for which Indop is not to be blamed for (e.g. fire, machine or rolling fracture, lack of raw materials or energy), traffic barriers, delay in import/customs procedure and any other circumstances, which – without being caused by us – should substantially aggravate or disrupt the delivery. In this regard it shall be irrelevant whether these circumstances arise on Indop side, at the manufacturer's factory or with the previous supplier. If, on the basis of the aforementioned events, the execution of the order shall become unacceptable to one of the contracting parties, especially if the execution of the order shall be delayed for one of the parties in relation to the essential parts of the order for more than 6 months, such party shall be allowed to terminate the order. General delivery term for the ordered Goods is 45 days, but in most cases for complete order (depending on the range ordered) Goods will be ready for delivery from our warehouse within ten (10) working days.

Items which might not be deliverable promptly, will be made available to you within 45 days after dispatch of the order, because we control them by computer as back orders. The cancellation of non-delivered items is possible within three days after receiving the information about backlog of an order.

Back orders are, as rule, delivered together with the next order, but if there is no order within 14 days after we have advised you about the ready consignment, we will dispatch, upon prior notice to you, the back orders to your address in the best possible way (mail, group wagons or trucks) as determined by the price quotation agreed.

Indop will advise you in time about every dispatch addressed to you.

8. PAYMENT AND DELAYED PAYMENTS

If payment terms have not been agreed upon at the time of conclusion of the order, the payment terms shall be carried out as follows:

- 100% upon order

Indop is not obliged to accept bills of exchange and cheques. Credits notes for bills of exchange and cheques shall be issued by determining the value on the day when we the equivalent is at Indop disposal.

Claims that might appear do not give you the right to withhold the payment of the invoice for the remaining part of undisputed goods.

9. QUALITY ASSURANCE FOR GOODS

We assure the quality of delivered goods in the framework of quality parameters governing the use of goods for production purposes.

You reserve the right to check the quality of the delivered spare parts. Parties to this agreement shall agree to perform once a year (control month shall be defined by Indop and you shall be notified of this 30 working days in advance) an assessment of the quality of Indop spare parts.

10. CLAIMS

Transport damages and other visible damages and possible shortages of packed Goods that are established at the occasion of reception of the Goods, have to be solved with the carrier in the manner applicable for such damages and shortages.

In case Indop bears the insurance of Goods to the place of destination, you are obliged, in case of transport damages, to supply Indop with the documents necessary for the handling of insurance case, because otherwise Indop cannot recognize the claim.

As regards quantity and quality claims which cannot be found out when overtaking the Goods, a report has to be delivered in no later than 8 days after the reception of Goods by you.

As to hidden damages Indop assume responsibility only if faults are of a SERIAL nature and if they are found out in no later than 3 months upon reception of Goods in your warehouse provided that it is possible to state unambiguously the origin of Goods and the date of takeover of Goods.

Indop will recognize the claims only if sufficient evidence for them is given within the above-mentioned terms.

11. PROPRIETARY RIGHTS

The Goods delivered remain our property until the invoice is fully paid off.

12. DISPUTES

Any disputes arising out of business cooperation between Indop and you shall be settled at the choice of the contracting authority and shall be referred to the competent court situated at the seat of Indop. The mandatory rules of the law on exclusive legal jurisdiction shall remain unchanged.

Warning:

Business mail, printed using data processing devices (e. g. confirmation of orders, invoices, credit notes, reminders) shall be deemed legally binding even without a signature.

We hereby inform our contracting partner we store that information on the contractual relationship according to the Slovenian Data Protection Act and GDPR Regulation for the purpose of data processing. We reserve the right to transfer information to third parties (e.g. insurance companies) should this be necessary for the fulfilment of the contract.