

	General Terms and Conditions of Cooperation with Suppliers	Compiled by:	Resnik, A.	Doc. No.: 25-4-ESG-PAX-BC
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General Terms and Conditions of Cooperation with Suppliers

§1. General Provisions

1. These General Terms and Conditions of Cooperation – Requirements for Suppliers (hereinafter referred to as the “General Terms and Conditions”) regulate the principles of execution of orders and cooperation between PAX svečarna Stele d.o.o. with its registered office in Kamnik (hereinafter referred to as “PAX”) and contractors/suppliers/executors (hereinafter referred to as the “Supplier”) in the scope of delivery of all movable goods purchased by PAX, services provided or works performed for PAX.
2. The General Terms and Conditions constitute an integral part of each order from PAX. It is assumed that the Supplier, by confirming the order or commencing the performance of activities resulting from the Order, has accepted the terms of the Order and the General Terms and Conditions without any changes.
3. Suppliers submit offers free of charge electronically or in paper form, providing data on quantity and quality, net prices (individual and total), delivery conditions, packaging and other elements required by PAX.
4. Any samples of goods are provided by the Supplier free of charge and at its expense and are not subject to return to the Supplier.
5. PAX reserves the right to verify the financial data of the Supplier and to request additional explanations if the data presented raises doubts.
6. The validity of these GTC is indefinite.

§ 2. Definitions

1. Delivery – delivery or sale of goods or provision of services to PAX based on the Order.
2. Party – Supplier and PAX acting separately, on their own behalf and in their own name.
3. Parties – PAX and Supplier acting jointly.

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4. Order – order in written or electronic form regarding the delivery or sale of goods or provision of services submitted by PAX.

5. PAX premises – PAX plant in Bakovnik, Kamnikz and/or PAX branch office Glavni trg, Kamnik.

§ 3. Orders

1. If the deliveries of goods and services are made by Suppliers based on an order from PAX, the order will be delivered to the Supplier electronically. The order specifies the type of goods or services, quantity, net unit price, date and place of delivery and other information necessary to fulfill the Order.

2. Each order placed by PAX has a number and article number, which the Supplier will refer to in its delivery documents, in particular on the invoice and on the delivery note (POD).

3. The Supplier is obliged to comply with the Standard of acceptance of goods to the Packaging Warehouse. Delivery conditions different from these are binding only if they are confirmed in writing by PAX under penalty of nullity.

4. The Supplier shall submit a declaration of acceptance or rejection of the order within 1 business day from the date of receipt of the order, if the order was sent to the Supplier by 12 o'clock.

In other cases, the Supplier shall submit a declaration of acceptance or rejection of the order within 2 business days from the date of receipt of the order. The lack of response from the Supplier within the above deadline is tantamount to acceptance of the order for execution.

5. Acceptance of the order together with its integral part, which constitutes these GTC, will be made by the Supplier in writing or electronically.

§ 4. Delivery

1. Delivery should be made on the terms specified in the order, in particular as to the subject of delivery, its quality and quantity, price, delivery date and delivery terms.

a) The delivery deadline runs from the date of placing the Order.

b) The Supplier is obliged to strictly comply with the delivery deadline. In the event that the Supplier considers that it will not be able to meet the delivery deadlines set in the order, it is obliged to immediately report this fact to PAX, at the same time providing the reasons for the

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delay and its expected duration. In such a case, PAX reserves the right, and the Supplier accepts, to withdraw from the order without incurring any costs.

c) In each case, the Supplier is liable for any damage resulting from failure to execute, untimely execution or improper execution of the confirmed order.

2. Delivery should be made to the place indicated by PAX in the order on the Supplier's account and risk, unless the order provides otherwise.

3. The Supplier bears the risk of loss and damage to the goods until the goods are collected by PAX.

4. If the Supplier has received drawings, sketches or other auxiliary materials in connection with the performance of the contract or order, they may be used only for the purpose of performing the contract or order. These materials remain the property of PAX, and their transfer to the Supplier does not imply the transfer of any rights to them. After the performance or expiration of the contract, these materials should be immediately returned to PAX or destroyed by the Supplier, after obtaining consent from PAX.

5. In the event of force majeure, the delivery period shall be extended accordingly. Force majeure is understood as an external event that is impossible to predict and prevent, such as: flood, earthquake and other natural disasters, acts of war.

6. The Supplier shall immediately inform PAX of the occurrence of force majeure, but no later than within 2 days of its occurrence, under penalty of losing the right to invoke the above circumstances.

§ 5. Proof of delivery

1. The goods delivery document is a POD document prepared by the Supplier in two identical copies. The POD document must contain at least:

- Date of issue of the goods from the Supplier's warehouse and the POD document number
- Order number + PAX article number,
- Specification of the assortment of the delivered goods in the arrangement consistent with the PAX order,
- Quantity of the delivered goods,
- Quantity of returnable packaging (if applicable). The delivery document may not include the price.

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2. The Supplier is obliged to obtain a receipt of the delivery in the form of a legible signature and stamp of the PAX employee receiving the goods and in the event of a complaint, the Supplier is liable for the consequences of not obtaining such a receipt. If the goods are delivered to PAX by a carrier, the Supplier must ensure that the carrier obtains a receipt at its own risk.

3. The proof of the performance of the ordered service is a protocol of acceptance of the performance of this service signed by persons authorized by PAX and the Supplier.

§ 6. Invoice for the delivered goods or service

1. The invoice must be sent to the address of the registered office of PAX, regardless of the place of delivery. Electronic sending of the invoice to the dedicated address is preferred: racuni@pax.si and signing of an additional agreement on sending invoices electronically.

2. The invoice must include:

Address of the PAX registered office and the data as follows:

- a) Tax Identification Number,
- b) PAX order number to which it relates,
- c) Name of the delivered goods or services,
- d) Index of goods or services from the PAX order
- e) Quantity,
- f) Price,
- g) Payment date,
- h) Bank account number,
- i) Other data required by applicable law or resulting from the agreement.

3. The arrangement of the assortment given on the invoice should correspond to the order of goods and services according to the PAX order and the delivery document referred to in § 5 of these GTC.

If the invoice does not meet the requirements specified in points 1 and 2, if the price on the invoice is inconsistent with the price applicable on the date of placing the order or currently applicable agreed between the parties and if the quantities of goods given on the invoice do not correspond to the quantities actually delivered, the invoice will be refused payment. 4. PAX will notify the Supplier of any discrepancies in the invoice content and will request a correction invoice or issue a correction note. In such a case, PAX will not delay payment of the amount covered by such incorrect invoice.

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§ 7. Payment deadline

1. Payment for the delivered goods or services shall be made on the date previously agreed by the Parties on the basis of an invoice meeting the requirements specified in §6, unless PAX and the Supplier agree otherwise.
2. The payment deadline is counted from the date of receipt of a correctly issued invoice by PAX, unless the Parties agree otherwise.
3. In the event that the ordered goods or services have not been delivered despite the invoice being issued, the supplier is obliged to issue a correction invoice.
4. In the event that the ordered goods are delivered after the date of receipt of the invoice, the payment deadline shall be counted from the date of delivery of the goods.
5. In the case specified in §6 item 4, the payment deadline is automatically extended and counted from the date of receipt by PAX of a correctly issued invoice or correction note.

§ 8. Delivery basis

1. The prices of goods that are the basis for the order include the costs of its transport based on the DAP formula (place indicated in the order or agreement) according to Incoterms 2010, unless otherwise agreed in the order or agreement.

§ 9. Quality, complaints, warranty and security in the supply chain.

1. The supplier undertakes to continuously improve the security management processes in the supply chain. Preferred actions within the ISO 28000 standard.
2. The supplier guarantees that the ordered goods or services will have the contractually guaranteed properties, and in addition that the goods will be free from legal and physical defects, in particular design, construction, functional and material defects. The service should be performed in accordance with the latest state of knowledge and technology and with the utmost care. In performing the contract, the Supplier undertakes to ensure its reliable and proper performance, allocating sufficient funds and providing appropriately trained, experienced and qualified personnel and to make every effort not to make changes to key personnel.

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3. The quality and marking of the delivered goods shall comply with applicable legal acts in Slovenia and the EU as well as the requirements specified in the specification and other standards such as RAL, IOS, RSPO (if it is part of the order or offer) and the order and these GTC.

4. Each change to any parameter or feature of the goods or services requires prior written approval by PAX.

5. The Supplier is obliged to obtain all permits, certificates and other documents required by law, allowing the admission of the goods to trade. The Supplier shall provide PAX with copies of the above documents upon its request.

6. The acceptance of the goods shall be subject to the right to conduct a later inspection. Confirmation of receipt does not mean confirmation of the quality of the accepted goods and the compliance of the delivery with the order. PAX has the right to inspect the delivery after it has been delivered. Goods that do not comply with the regulations or are defective may be made available to the Supplier, even if the defects only become apparent during use.

7. The Supplier is responsible for the quality of the goods and their full compliance with the quality specification during the shelf life of the goods.

8. In the case of goods covered by warranty, the Supplier shall deliver the relevant warranty documents together with the goods.

9. If the Parties have signed a Quality Agreement, it shall be the superior document in relation to the provisions of § 9 of the General Terms and Conditions of Cooperation.

10. PAX reserves the right to return the goods or withdraw from the service agreement (the declaration shall be submitted by PAX no later than within 14 days from the date of occurrence of the circumstances specified below) in the event of:

- a) Findings of poor quality of goods or services, including those performed contrary to the content of the order/agreement,
- b) Delivery of goods packaged contrary to the terms of the order,
- c) Delivery of goods or services not meeting the conditions specified in points 1, 2, 3 and 4,
- d) Delivery of goods or services delivered late,
- e) Delivery of goods or services not ordered.

11. In the cases described in point 9, PAX will notify the Supplier of the date on which he is obliged to collect the goods or deliver them to the Supplier. Both collection by the Supplier and return delivery will take place at the Supplier's expense.

12. The Supplier is obliged to respond to the submitted complaint within 24 hours (first response) and consider the PAX complaint within 6 calendar days of receiving the complaint document, sending a

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response to the address of the PAX registered office or by e-mail. Failure by the Supplier to take any position on the complaint submitted within the above period shall be treated as its acceptance.

13. The Supplier shall allow authorised employees and representatives of PAX to enter, inspect and examine, at agreed times, the production plant, equipment and methods used by the Supplier in the production, packaging, storage and handling of the goods covered by the contract and shall take reasonable actions necessary to implement the proposals presented by PAX after the inspections. PAX shall notify the Supplier, with reasonable notice, of the intention to carry out the inspection and shall agree with the Supplier on its scope and schedule.

14. The Supplier shall bear full liability for any personal injury and property damage caused by defects in the goods or improper provision of services.

§ 10. Final provisions

1. The Supplier shall not infringe the rights of third parties, in particular the right to a trademark, registered utility model, trade name, copyright and related rights and patent. All liability for the infringement of these rights shall be borne exclusively by the Supplier.

2. The Supplier may transfer to a third party the receivables due to it from PAX for the delivery of goods or the provision of services only after PAX has given its prior written consent (under penalty of nullity) to perform this action.

3. The Parties undertake to keep secret all confidential information that they learn about during the cooperation. The above obligation remains in force both during the term of the agreement and after its expiration. Confidential information shall be understood as any information of such a nature (or considered to be such), the disclosure of which to third parties may cause damage to the party to the agreement, regardless of the professional, commercial or other nature of such information. Confidential information shall include, in particular, information regarding the prices of goods and the amount of turnover between the parties. Confidential information may be disclosed if the obligation to disclose it results from mandatory provisions of law, in the manner and to the extent specified by these provisions.

4. The Supplier undertakes not to offer any PAX employee any material or personal benefits in order to encourage him or her to take action that is beneficial to him or her (e.g. choosing the Supplier's offer, changing the terms of cooperation, refraining from enforcing PAX's rights against the Supplier, etc.).

5. In the event of a breach of the above obligation, PAX has the right to withdraw from the contract within 90 days from the date of receiving and verifying information about the breach.

6. In a situation where the Supplier uses its own general terms and conditions or contract templates, they do not apply, unless the parties have agreed otherwise in writing.

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7. Any changes to the contract or these GTC require the consent of both Parties in writing under penalty of nullity.

8. The provisions of the contract concluded between the Parties take precedence over the provisions of the GTC.

9. In matters not regulated by the contract, order or these GTC, the relevant provisions of law shall apply.

10. Exclusion by the Parties of the application of any of the provisions of these GTC shall not affect the effectiveness of the remaining provisions of the GTC.

11. Any disputes arising from the contract, order or GTC shall be resolved by a common court with a seat competent for PAX.

<i>Kamnik, 23.4.2025</i>	PAX Svečarna Stele, d.o.o. 1241 Kamnik, Bakovnik 3 tel&fax: 01 8392-339 <i>stamp</i>	 <i>Sandro Terzić, director</i>
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