

GENERAL PURCHASING TERMS AND CONDITIONS OF UNIFOREST d.o.o. – ND-07-01, Version 1.

I. DEFINITIONS

1.1 UNIFOREST d.o.o., hereinafter referred to as the 'Purchaser', which enters into a purchase contract or issues an order to a supplier or partner

1.2 Supplier – a company, sole trader or other legal or natural person who undertakes to supply a product or service to the buyer. In this document, the term 'product' is used uniformly and also applies to services.

1.3 Partner – a company, sole trader or other legal or natural person who undertakes to supply a product or service to the buyer. In this document, the single term 'product' is used, which also applies to services.

1.4 GPC – General Terms and Conditions of Purchase of UNIFOREST d.o.o.

1.5 Product – finished goods, semi-finished goods, apparent semi-finished goods, materials, mechanical assemblies, components, raw materials, tools, services or any other item ordered by the buyer.

1.6 Services – work which does not necessarily result in a tangible outcome. The provisions of the GPC applicable to products shall also apply to services, unless otherwise specified in these GPC.

1.7 Supply contract or order – any contract or order governing the supply of products and any contract for the provision of services concluded between the buyer and the supplier, including these GTC, unless expressly excluded. For the purposes of these GTC, the term 'purchase contract' also includes the term 'order' and, conversely, the term 'order' also includes the term 'purchase contract'.

1.8 Forecast, order, procurement plan

- A forecast is a plan setting out the quantities and timing of the buyer's take-off, by which the buyer informs the supplier of the products and quantities of products that the buyer anticipates ordering during the forecast period. A forecast does not oblige the buyer either to purchase the forecast products or to purchase the forecast quantities of products, and is for guidance only.

- An order is a written document from the buyer specifying the terms of delivery of the products (item code/reference, quantity, delivery date, price, location).

- The procurement plan brings together order forecasts and is updated periodically in line with the buyer's requirements.

1.9 Delivery and place of delivery – the delivery or handover of the purchased products to the buyer in accordance with the written agreement between the buyer and the supplier.

II. GENERAL

2.1 The General Terms and Conditions of Purchase (GTP) supplement every purchase contract and purchase order. In the event of any inconsistency between the GTP and the purchase contract or purchase order, the relevant provision of the purchase contract or purchase order shall prevail.

2.2 For the avoidance of any doubt, the supplier shall be deemed to have accepted the GTC by submitting a quotation, entering into a written purchase contract, confirming a purchase order, or commencing any action necessary to fulfil the buyer's order. If the supplier specifies any terms anywhere that differ from the GTC, these shall not be binding on the buyer in any way without the buyer's express written confirmation. Upon conclusion of the purchase contract, any general and/or special terms and conditions of the supplier are excluded.

2.3 A supplier delivering products to UNIFOREST d.o.o. must comply with the buyer's logistical and quality requirements.

III. ORDERING AND MANAGEMENT OF CHANGES

3.1 Orders and changes shall be issued by the buyer in writing. Only written orders sent to the supplier by post, fax or email shall be valid.

3.2 The place of delivery is specified in the buyer's order.

3.3 The supplier is obliged to send the customer an order confirmation within five (5) working days of receiving the written order. If the supplier fails to confirm the order within the specified period, the buyer may cancel the order within the following five (5) working days; otherwise, the order shall be deemed accepted, even if the supplier has not confirmed it. Procurement plans are an exception to this rule.

3.5 The supplier undertakes to notify the buyer in writing without delay of any deviation that could affect delivery times, quantities and the quality of deliveries. In such cases, the supplier must obtain written instructions from the buyer regarding how to proceed.

3.6 Cancellation of an order by the buyer shall be deemed to have been made in good time if it is sent to the supplier before the buyer receives the supplier's order confirmation, or if it is sent to the supplier within five (5) working days of the written order being issued.

3.7 The buyer is entitled to request a change to the terms of the order, including the specification (drawings, design changes, etc.), the date and place of delivery, the method of transport and the quantity of products, provided there are reasonable grounds for doing so.

3.8 If the supplier requests a change to the completion deadline or any other condition, such changes shall only apply if the buyer accepts and confirms them in writing. In any event, the supplier is obliged to notify the buyer immediately of any delay and the reasons for it, or of the impossibility of fulfilment, and to propose possible solutions. In any event, the supplier must reimburse the

purchaser for all costs incurred in this regard and for the full extent of any damage suffered.

3.9 In the event of a documented force majeure, the delivery or performance deadlines may be extended for the duration of the force majeure, provided that the supplier has immediately notified the buyer of the occurrence of the force majeure. The buyer is under no obligation to accept the extended delivery or performance deadline and may at any time cancel the order without incurring any additional costs.

3.10 In the event of force majeure which would prevent the purchaser from fulfilling their contractual obligations, the purchaser shall be obliged to notify the supplier of this without delay and to agree with the supplier on the further performance of the supply contract or to exercise the rights to which they are entitled in the event of force majeure.

3.11 The buyer is entitled at any time to monitor the fulfilment of orders or the supply contract, and the supplier must facilitate this.

3.12 The Supplier's retention of title to the purchased goods shall cease at the latest when the purchased goods are incorporated into the end product.

IV. DELIVERIES

4.1 The Supplier shall ensure 100% accuracy of deliveries (quantity, delivery date, location, quality) in accordance with the order or the terms of the purchase contract, unless otherwise agreed in writing.

4.2 The buyer may reject a delivery of goods that is not in accordance with the purchase order or the terms of the supply contract, at the supplier's expense.

4.3 All consignments must be accompanied by a delivery note containing a detailed description of the contents of the consignment and all required information: order number, identification, description and quantity. The Supplier is obliged to provide in writing all information relating to export control regulations, customs or domestic trade.

4.4 In the event of a breach of the delivery deadline, the buyer may withdraw from the contract in whole or in part and/or claim payment of a contractual penalty and compensation for actual and consequential damages, if these exceed the contractual penalty.

4.5 The entire order shall be deemed to be in default until all products have been delivered to the buyer. If the order contains several delivery dates, the relevant links between them and the individual items shall apply.

4.6 In the event of a delay in the delivery deadline, the buyer shall set the supplier a reasonable grace period for the fulfilment of their obligations, which must not be less than 3 days. The buyer is entitled to withdraw from the order or the purchase contract if the seller has not fulfilled their obligations even within the extended deadline; specifically, the buyer is entitled to withdraw immediately upon the expiry of the extended deadline.

V. PACKAGING AND PACKING

5.1 The packaging and/or the product must be environmentally sound in accordance with applicable standards.

5.2 At the buyer's request, the supplier is obliged to prepare and submit a proposal for packaging and labelling, which the buyer must approve before deliveries commence. Unless otherwise agreed by the buyer, the supplier must professionally package and label the product. The supplier bears full responsibility for any damage to the products caused by inadequate or incorrect packaging.

5.3 If an order is delivered on multiple pallets, each pallet must also be appropriately labelled (item code, description and quantity). Where a carton contains several different item codes, each item code must be clearly labelled or visibly separated.

VI. CONTRACTUAL PENALTY FOR DELAY OR FAILURE TO PERFORM

6.1 In the event of a delay in delivery by the supplier arising from the supplier's sphere of control, the purchaser is entitled to charge a contractual penalty amounting to 0.4 per cent of the total order value for each calendar day of delay commenced, but not exceeding 15 per cent of the total order value.

6.2 The Buyer reserves the right to claim compensation for damages which exceeds the value of the contractual penalty referred to in clause 6.1.

6.3 Should the supplier fail to fulfil its delivery obligations, the purchaser is entitled to terminate the contract in accordance with clause 4.6 and to charge a contractual penalty amounting to 15 per cent of the total value of the order, as well as to claim compensation for any actual and consequential losses incurred, should these exceed the contractual penalty.

VII. LIABILITY FOR DAMAGE, DETERIORATION IN QUALITY AND DESTRUCTION

7.1 The Supplier shall be liable for damage and/or the risk of deterioration in quality and destruction of the product until the products are taken over by the Purchaser. If the cause of the damage, risk of deterioration in quality or destruction existed prior to the Buyer's acceptance of the product, the Supplier shall remain liable even after the Buyer has accepted the product.

VIII. INVOICE AND PAYMENT

8.1 Every invoice must contain the details prescribed by the applicable legislation of the Republic of Slovenia and

the buyer's order number. The invoice must also be accompanied by a handover report or delivery note signed by the buyer.

8.2 Payment for the products shall be made within the agreed time limit.

8.3 The buyer is not obliged to pay for products that are the subject of a complaint within the agreed timeframe. The payment period for goods subject to a complaint shall commence on the date on which the supplier rectifies the cause of the complaint and the buyer and supplier reach a written agreement on the value of the damage caused by the goods subject to the complaint.

8.4 Payment of an invoice does not in itself constitute acceptance that the supply/service has been performed in accordance with the contract.

8.5 The invoice must not contain any clauses that are not in accordance with the quotation, order, agreement or the General Terms and Conditions of Business. Otherwise, the buyer is not obliged to make payment and may reject the invoice; this also applies if the invoice or documentation is incomplete or does not comply with the purchase order, contract, agreement or delivery.

8.6 Notwithstanding any increase in the supplier's costs or the occurrence of any other reason affecting the price of the purchased product, the supplier shall not be entitled to demand an increase in the agreed prices.

IX. QUALITY

9.1 At the buyer's request, the supplier is obliged to allow the buyer or the buyer's representative to carry out audits of the quality management system and the production process, which the buyer would conduct as part of process audits at the buyer's premises. The supplier must ensure the full cooperation and assistance of its specialist staff.

9.2 At the buyer's request, the supplier shall immediately return all original documentation provided to it during the course of the business relationship and destroy all copies of such documentation.

9.3 The Supplier may publicise its business cooperation with the customer only with prior written agreement.

9.4 The Supplier shall, at the Buyer's request, provide all quality control documentation. The Supplier undertakes to retain the quality control documentation in accordance with the law, the provisions of the supply contract, or for a minimum of ten (10) years from the date of each individual or the last delivery of goods.

9.5 The Supplier shall, at the Buyer's request, grant the Buyer access to all records relating to testing and quality control, and shall provide the Buyer with technical support in the event of deliveries of purchased products for which additional safety checks by independent authorised institutions are required.

9.6 The Supplier shall ensure that all its subcontractors are bound to comply with the provisions of this Chapter 9 – Quality.

9.7 Verification of the products' compliance with the buyer's requirements shall be carried out upon delivery or, where applicable, during the production process at the supplier's premises. During the manufacture of the purchased products, the Supplier is obliged to provide the Purchaser with the opportunity to inspect the quality of the purchased products that are the subject of the order or purchase contract, at the Supplier's production premises. In the event of any non-conformities being identified, the buyer shall notify the supplier in writing of the complaint as soon as it is discovered during the acceptance process or production. In the case of hidden defects, the buyer is entitled to notify the supplier in writing of the non-conformity (complaint) at any time during the warranty period.

9.8 The supplier is obliged to rectify any identified non-conformities without delay upon receipt of notification of the defect. If the supplier does not rectify the non-conformity immediately, the buyer shall, at their discretion, have the right to rectify the non-conformity themselves or with the assistance of a third party. All costs incurred shall be borne by the supplier. The supplier is also obliged to compensate the buyer for any damage incurred.

9.9 The supplier is obliged to respond to a complaint by providing a complaint report. In the event of a repair, the supplier is obliged to enclose: a) a delivery note clearly stating the complaint report number, code and quantity, together with a completed form provided by the quality department; b) the complaint report together with the repaired product. The report must contain a description of the defect, the corrective measures taken and confirmation that the product complies with the technical requirements.

9.10 If the supplier fails to respond to the complaint, the buyer is entitled to retain the product subject to the complaint for a maximum of one (1) month from the date the complaint was lodged. Upon expiry of this period, the product shall be returned to the supplier or destroyed at the supplier's expense, unless the parties agree otherwise in writing.

9.11 A finalised complaint report and confirmation from the buyer is a prerequisite for the closure of the complaint.

9.12 The supplier must send all documentation required to be submitted to the buyer (instructions, quality certificates, etc.) topologically by email.

X. WARRANTY

10.1 The Supplier provides a 24-month warranty for the products it supplies, even where the purchased product is incorporated as a component into a finished product. If legislation stipulates a longer warranty period, that longer

warranty period shall apply. If, for the product into which the purchased product is incorporated, or for the product in which the purchased product is used, or for the product into which the customer's product is incorporated, or for the end product into which the customer's product is incorporated, a longer warranty period is specified by regulation or contract, that period shall also apply to the purchased product.

10.2 The warranty period shall commence upon the transfer of risk to the buyer, unless the purchased product is incorporated into a finished product. In that case, it shall commence on the date of delivery of the finished product to the end customer. In the event of the rectification of defects resulting from complaints, the warranty period shall recommence once the defects have been rectified by the supplier.

XI. LIABILITY AND INSURANCE

11.1 The Supplier shall indemnify and hold the Buyer harmless from any liability relating to intellectual property or the rights of third parties arising from the supply of the purchased products. The Supplier guarantees the Purchaser the uninterrupted use of and disposal of the purchased product, as well as the same for the purchasers of the Purchaser's product into which the purchased product is incorporated, and for all users of these products. The Supplier undertakes to compensate the Purchaser for any loss or damage the Purchaser may incur should a third party assert claims against the Purchaser arising from the purchased product on the grounds of industrial property rights and/or copyright.

11.2 The purchased product supplied by the Supplier to the Buyer must comply with all applicable safety regulations within the EU; the Supplier guarantees this and bears full responsibility therefor.

11.3 The Supplier is obliged to inform the Buyer of:

- Any planned changes to the product and/or process, and to provide the buyer with all documentation necessary to demonstrate the goods' compliance with the relevant applicable regulations.

- The presence of hazardous substances or the potential for hazardous waste to be generated during or after the use of the purchased products, and to specify the method for their safe disposal (REACH, RoHS).

11.4 The Supplier shall be obliged to compensate the Customer for all damage and all costs incurred by the Customer and/or third parties as a result of the purchased product or the Customer's product in which the purchased product is incorporated or for which it is used, damage and costs caused by the end product in which the buyer's product is incorporated, provided that the cause of the damage and costs is a defect in the purchased product.

11.5 The Supplier shall, at the Buyer's request, take out appropriate insurance with 'worldwide' cover to cover

any claims for damages by end customers arising from product liability.

The Supplier must, at the Buyer's request, produce the aforementioned insurance policy for inspection.

XII. CONFIDENTIALITY AND DATA PROTECTION

12.1 The Supplier undertakes to protect information concerning the Purchaser and the Purchaser's purpose, which it has obtained in connection with the order, provided that such information is not in the public domain.

12.2 The Supplier undertakes to treat as a trade secret all data, knowledge, and commercial and technical documentation disclosed to it by the Customer, at all times and for at least ten (10) years following the end of the business relationship.

12.3 Products, technological processes, technical solutions and other knowledge relating to the products are the intellectual property of the purchaser; therefore, the supplier must not supply or disclose them to third parties, or use them for any purpose other than that specified in the supply contract, without the purchaser's prior written consent.

XIII. MISCELLANEOUS

15.1 Any disputes arising from the business relationship between the Supplier and the Purchaser shall be settled by the court with subject-matter jurisdiction in the Republic of Slovenia within whose jurisdiction the Purchaser has its registered office. Slovenian law, including the CISG, and the General Terms and Conditions of Purchase in the Slovenian language shall apply to the adjudication of the dispute.

15.2 These 'General Terms and Conditions of Purchase' shall remain in force until amended.

15.3 These 'General Terms and Conditions of Purchase' are drawn up in Slovenian and English. In the event of any ambiguity or inconsistency between the General Terms and Conditions of Purchase in Slovenian and those in English, the General Terms and Conditions of Purchase set out in Slovenian shall prevail.

V Latkovi vas, 1 September 2025