

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope

The following general terms and conditions of purchase apply exclusively to the entire current and future legal relationship between IBERMET d.o.o. (hereinafter "Ibermet") and supplier with respect to the purchase of movable objects ("Objects of purchase"), On Supplier's acceptance of any other submitted by Ibermet, at the latest upon delivery of the ordered Objects of Purchase, Supplier accepts these general terms and conditions of purchase ("Purchase Terms") as exclusively binding. If Supplier uses terms and conditions which are contrary, different or complementary to the Purchase Terms, the application of such terms vis-a-vis Ibermet is excluded even if such terms are not expressly objected by Ibermet.

2. Conclusion of Contract

- 2.1. Orders placed by Ibermet are only binding if they are made in writing and signed in a legally effective way. Orders made orally or by telephone, additions, modifications and side agreements to the orders are not binding unless confirmed in writing.
- 2.2. Orders placed by Ibermet constitute purchase and must be accepted in writing by Supplier by an order confirmation within 5 business days after receipt of the order. After expiry of this deadline Ibermet is no longer bound by its purchase order. A late acceptance of the order or an order confirmation which differs in content from the order constitutes a new offer and must be accepted in writing by Ibermet in order to be valid. Under no circumstances shall silence on the part of Ibermet be deemed as acceptance of an order confirmation which differs in contents from the order.

3. Shipment, packing, risk

The following Sections 3.1 through 3.4 shall only apply if the parties did not validly agree on the application of the INCOTERMS 2000 or the INCOTERMS 2000 do not contain a valid corresponding provision.

- 3.1. The Objects of Purchase shall be delivered to the address indicated in the order by Ibermet ("Delivery Address").
- 3.2. Supplier bears the risk of accidental loss of or damage to the Objects of Purchase until their arrival at the Delivery Address. The Deliver Address is the place of performance. Supplier, at its costs, shall insure the Objects of Purchase against accidental loss, accidental damage and culpably caused damage by Supplier. Ibermet may determine the type of packaging and shipment. If Ibermet fails to determine the type, Supplier shall choose the type of packaging and shipment which shall be for each product the specifically most favorable and most appropriate. In case of culpable non-compliance with this obligation all costs incurred for replacement of damaged goods, multiple freights, waste disposal etc. shall be borne by Supplier. At the request of Ibermet, Supplier must take back at no additional charge all packaging material.

- 3.3. On the day the shipment is dispatched a dispatch note containing the order number, the quantity, and the exact description of the order shall be sent to Ibermet. A consignment note in duplicate containing exactly the same information shall accompany the shipment. Alternatively, Ibermet is entitled to refuse acceptance of the shipment at Supplier's costs.

4. Delivery deadlines and Date

- 4.1. Delivery deadlines and dates mentioned in each order are binding and must be complied with by Supplier.
- 4.2. Delivery dates agreed between the parties shall be deemed met as soon as the Objects of Purchase are received at the Delivery Address at the agreed date (section 3.1.). The Objects of Purchase must in each case be delivered together with the related written documents.
- 4.3. In the event that the agreed delivery date is exceeded Ibermet reserves the right upon expiry of a fixed reasonable grace period to rescind the Contract by written notice. Furthermore, Supplier is Obligated to compensate damages caused by default in accordance with the statutory provisions.
- 4.4. In the event that Supplier is in default with delivery and without prejudice to all its other rights, Ibermet is entitled to demand for each started week of the default a contractual penalty of the amount of 1% of the delivery value of the goods in default, however, at most 5% of the total value of the respective delivery. Ibermet shall apply any accrued contractual penalty against the otherwise asserted claim for damages for default delivery.
- 4.5. Supplier undertakes to immediately inform Ibermet in writing about any and all circumstances which may affect a timely delivery as soon as it becomes aware of them; it must indicate the reasons for this delay and the possible duration thereof.
- 4.6. If Acts of God, outbreak of war, natural disasters, strikes, lock-outs, governmental decrees and other unforeseeable, unavoidable and material events which are out of the control of Ibermet and for which Ibermet is not responsible cause that the delivery cannot be accepted/delivered, Ibermet is released from its obligation of acceptance for the duration of such disturbance and to the extent delivery is affected. Ibermet shall adjust its obligation in good faith to the differing circumstances, this means that Ibermet may, following the resolution of the interruption, waive the outstanding delivery in full or in part or may require a continuation of the deliveries. In such a case Supplier at its costs and risks shall take the Object of Purchase into storage.

5. Partial, Excess, Short and Early Deliveries

- 5.1. Ibermet is not obliged to accept non-agreed partial deliveries. Ibermet is, however entitled to use partial deliveries without recognizing thereby that delivery was effected as contractually agreed. If partial deliveries are agreed upon, Ibermet may determine the order of the deliveries. Supplier must submit a

delivery notification for each individual delivery containing the date on which the order was placed, the order number and quantity. Partial and outstanding deliveries must be marked as such separately.

- 5.2. The values determined by Ibermet at the incoming goods inspection shall be decisive for condition, kind, quantity and weight of a delivery unless Supplier is able to prove an improper incoming inspection.
- 5.3. Ibermet is entitled to reject excess and short deliveries which exceed tolerances customary in the trade. Deliveries, in which the deviations account for more than 5% of the ordered quantity, require in any case the prior written approval of Ibermet.

5.4. Ibermet is not obliged to accept an early delivery. However, in any case Supplier bears the costs for storage and risk until the due date.

6. Terms of payment

- 6.1. Supplier's invoices shall in principle be submitted in USD or EUR currency, respectively which is determined in the order. Such determination is binding for Supplier.
- 6.2. The price for the delivery shown in the order (order confirmation) is a fixed price. It includes packaging, freight, insurances and similar.
- 6.3. Unless the parties have agreed upon a fixed price, the respective price results from the pricing formula contained in the order (order confirmation). If the final prices for the Objects of Purchase are determined at the end of the month in which the delivery was effected. Supplier shall issue and send to Ibermet a final invoice prepared in accordance with the pricing formula. Section 6.4. shall apply to this final invoice. Excess payments, if any, by Ibermet shall be reimbursed to Ibermet without any deductions within 8 days. If Ibermet is obliged to make any supplementary payments, these shall be made in accordance with the provisions set forth in section 6.5.
- 6.4. Supplier shall provide Ibermet, separately from delivery, with two copies of the invoice which should contain the order number and the respective date. If this information is missing or incorrect, the requirements of a default in payment are excluded until the relevant information is provided.
- 6.5. Payment of any invoice may at Ibermet's discretion, be made within 8 days with a 3% discount or within 30 days net, unless otherwise provided for. These deadlines start running from the day of receipt of the invoice by Ibermet but in any event not before Supplier has delivered Objects of Purchase and the quality as tested within a reasonable period. In case early deliveries are accepted the due date depends on the agreed date of delivery.

6.6. In the case of defective delivery Ibermet is entitled to withhold payment until due performance or any other amicable agreement has been reached between the parties.

6.7. Ibermet is entitled to set off against the claims of Supplier all those claims which Ibermet has against Supplier.

6.8. Supplier shall only be allowed to set off claims against Ibermet in case these claims are uncontested or finally adjudicated. Supplier may exercise its right to retention against Ibermet only if the counterclaim of Supplier on which its right of retention is based results from the same contract and is uncontested and final adjudicated.

7. Retention of Title

The title to the delivered Objects of Purchase shall pass to Ibermet on full payment of the purchase price to Supplier. Any extended or prolonged retention of title by Supplier is excluded.

8. Notification of Defects upon Delivery

Ibermet shall inspect the purchased Objects of Purchase immediately upon delivery pursuant to the requirements of the normal course of business for possible defects or deviations in quality. Ibermet shall notify Supplier about any obvious defects immediately upon receipt of the delivery, but no later than 14 business days following delivery; hidden defects must be notified without undue delay upon their discovery.

9. Ibermet's Warranty Rights

- 9.1. The quality of Objects of Purchase and Supplier's warranty obligations with respect to their quality depend on the respective agreements between the parties. The Objects of Purchase must always be free from radioactivity. Accordingly, Supplier shall deliver the Objects of Purchase free from defects in title.
- 9.2. If Supplier is in breach of its obligations pursuant to section 9.1. the rights of Ibermet, in particular the rights to supplementary performance, rescission, price reduction, damages or reimbursement of expenses as well as the applicable period of limitation are determined by the statutory provisions.
- 9.3. In addition to this statutory provisions (section 9.2.) Ibermet at Supplier's costs and expenses is entitled to repair itself the defective Objects of Purchase or to replace the defective goods where the remedy of the defect does not allow any delay (e.g. in case of imminent danger), where the supplementary performance failed or is otherwise unreasonable for Ibermet or where Supplier is unable to comply with Ibermet's requests for supplementary performance within a reasonable period of time.

9.4. The acceptance of delivery and payment are not to be viewed as acceptance of proper delivery.

10. Product Liability

10.1. Where Supplier is responsible for a product defect, the cause of which lies within its sphere of control and for which it is liable to third parties, it is obliged to compensate Ibermet for all damages and to indemnify Ibermet against any third party claims upon first demand.

10.2. Supplier is obligated to take out appropriate product liability insurance to cover the risks associated with the Objects of Purchase delivered by it and to provide upon demand Ibermet with evidence of the relevant insurance policy.

11. Final Provisions

11.1. The transfer of the order to third parties including the assignment of rights and obligations resulting therefrom requires the prior written consent of Ibermet with the exception of the assignment of purchaser's accounts receivable. In case this provision is not complied with, Ibermet reserves the right to rescind this Agreement by written notice and/or to claim damages.

11.2. Amendments of and supplements to any contract and/or these Purchase Terms as well as any side agreements shall be valid only if made in writing. This shall also apply for any amendment concerning this written from requirement.

11.3. If a provision of a contract and/or these Purchase Terms is invalid in full or in part, the validity of the remaining provisions shall remain unaffected thereby. The parties agree in this case to replace the invalid provision by such valid provision which comes as closely as possible to the economic purpose of the invalid provision.

11.4. Exclusive venue for all disputes arising out of under this contractual relationship is Koper. Ibermet is however entitled to sue Supplier at any other court having statutory jurisdiction.

11.5. This agreement shall be governed by the Laws of the Republic of Slovenia, including the UN Convention on Contracts for the International Sale of Goods (CISG).