



PURCHASE TERMS AND CONDITIONS FOR INDIRECT AND RAW MATERIALS, COMPONENTS

1. Definitions

- a. "Purchase Contract" means any purchase order, call-off, work order, delivery instruction or similar contractual document agreed or issued by the Parties, these Terms and Conditions and all other documents specifically made part of the Purchase Contract by Trelleborg Slovenija, d.o.o.
- b. "Goods" means materials, supplies, and purchases used in the operation of the business, but not directly associated with the manufacture.
- c. "Supplier" means the contracting party supplying Goods/Supplies.
- d. "Supplies" means indirect material, raw material and components and accompanying services (including any partial shipment of the Supplies) further described in the Purchase Contract.
- e. "Terms and Conditions" means these Purchase Terms and Conditions for Goods/Supplies.
- f. "Trelleborg Slovenija, d.o.o." means Trelleborg Slovenija, d.o.o., Škofjeloška cesta 6, 4000 Kranj, the Republic of Slovenia, and, to the extent relevant, SAVA MEDICAL IN STORITVE, d.o.o., Škofjeloška cesta 6, 4000 Kranj, the Republic of Slovenia. When Trelleborg Slovenija, d.o.o. explicitly acts on behalf of SAVA MEDICAL IN STORITVE, d.o.o., SAVA MEDICAL IN STORITVE, d.o.o. benefits fully from the provisions of these Terms and Conditions. These Terms and Conditions shall also be fully valid for any universal legal successor of Trelleborg Slovenija, d.o.o.

2. Binding Purchase Contract

- a. Purchase Contracts are binding only if they are issued or confirmed in writing by the purchasing department of Trelleborg Slovenija, d.o.o. Once the Purchase Contract is signed by Trelleborg Slovenija, d.o.o., these Terms and Conditions become an integral part of the Purchase Contract between the Parties.
- b. The Goods/Supplies rendered without any Purchase Contract do not place Trelleborg Slovenija, d.o.o. under any obligation whatsoever and no payments will be made even if the Goods/Supplies are delivered at the request of an employee of Trelleborg Slovenija, d.o.o.
- c. Terms and Conditions provided by the Supplier, including any quality manuals or similar documents do not apply even if Trelleborg Slovenija, d.o.o. does not specifically object to them.
- d. Payments made or acceptance of Goods/Supplies by Trelleborg Slovenija, d.o.o. or any other similar act shall not be considered as an acknowledgement of any other conditions other than these Terms and Conditions or the Purchase Contract between the Parties. No act of Trelleborg Slovenija, d.o.o. can be interpreted to the contrary.

3. Changes

- a. Trelleborg Slovenija, d.o.o. reserves the right to cancel any undelivered part of the Goods/Supplies or part thereof or to request change of the Goods/Supplies and their delivery, including the packaging, testing requirements, shipping date, time or place of delivery.
- b. The Supplier shall, within ten (10) business days of receipt of a change request, notify Trelleborg Slovenija,

d.o.o. in writing if such a change will affect cost or timing and shall provide substantiation thereof. Where Trelleborg Slovenija, d.o.o. requests a change, Trelleborg Slovenija, d.o.o. and the Supplier shall negotiate in good faith for an equitable price adjustment (up or down), a change in shipping or delivery terms, or any other appropriate adjustment.

- c. The Supplier shall not make any changes to the Goods/Supplies without prior written approval by Trelleborg Slovenija, d.o.o.

4. Assignment and Sub-contracting

- a. The Purchase Contract is concluded with the Supplier and is based on a personal fulfillment of tasks and obligations. This obliges the Supplier not to withdraw, assign, adopt or in any way dispose of any obligations deriving from the Purchase Contract without prior written consent by Trelleborg Slovenija, d.o.o.

5. Specifications

- a. All Goods/Supplies shall comply with the specifications of Trelleborg Slovenija, d.o.o. as well as all applicable laws, regulations, norms and requirements, except if any order by Trelleborg Slovenija, d.o.o.'s order refers to the specifications or quotations by the Supplier/manufacturer but only to the extent, that such conditions are not in conflict with any statements or conditions in the Purchase Contract. If this case arises, such specifications or quotations are considered as part of the Purchase Contract.
- b. The Supplier shall comply with the obligations established under the EU Chemicals REACH Regulation and shall provide a warranty to that effect to Trelleborg Slovenija, d.o.o.
- c. For the supply of the Supplies, the Supplier shall inform Trelleborg Slovenija, d.o.o. of any changes in the specification or material safety data sheets ("MSDS") and provide these in accordance with REACH and other applicable laws and regulations. The Supplier shall also inform Trelleborg Slovenija, d.o.o. immediately after listing (or having already listed) the Goods/Supplies containing any substance from the Substances of Very High Concern ("SVHC") list. The Supplier must inform Trelleborg Slovenija, d.o.o. if the ordered goods/materials or part of the Goods/Supplies are not registered or preregistered according to REACH and/or other applicable law and regulations.
- d. For the purchase of Supplies, the Supplier shall provide Trelleborg Slovenija, d.o.o. with the identity and volume/amount of all ingredients (and any approved changes in the ingredients), accompanied by the appropriate material safety data sheets ("MSDS"), physical and chemical reports of analyses or tests conducted to ensure that raw materials delivered or used in the items delivered conform to the specifications required by the Purchase Contract and applicable law.
- e. A declaration of conformity with all applicable laws, and if applicable, a hazard analysis, must accompany all Goods/Supplies.
- f. Acceptance of the Goods/Supplies delivered shall not constitute acceptance of non-conforming

Goods/Supplies, nor will it limit or affect any rights or remedies of Trelleborg Slovenija, d.o.o.

6. Default and Remedies

- a. The Supplier agrees to indemnify, defend and hold Trelleborg Slovenija, d.o.o. harmless from and against any and all costs, fees, penalties, damages (direct, indirect, consequential, punitive or otherwise) regardless of the degree of culpability, attorneys' fees and any other liabilities and obligations whatsoever arising from any claim which, in whole or in part, arises from or relates to any of the Goods/Supplies. That may include, but is not limited to, inter alia: (i) defect or non-conformity of the Goods/Supplies, including late delivery or not adhering to the agreed delivery schedule; (ii) non-compliance by the Supplier with any of its representations, warranties or obligations under the Purchase Contract; (iii) any other breach of the Purchase Contract, particularly, but not limited to, negligence or fault of the Supplier in connection with the design or manufacture of the Goods/Supplies or timing; (iv) any environmental damage, spill, discharge or emission of hazardous wastes or substances caused by a defect or contractual non-conformity of the Goods/Supplies; or (v) infringement (including contributory infringement or inducement to infringe) of any intellectual property right relating to Supplies/Goods provided by the Supplier; (vi) making an assignment for the benefit of creditors, or if proceedings in bankruptcy or insolvency are instituted by or against the Supplier.

7. Warranties

- a. In addition to any other express and implied warranties provided by law or otherwise and the warranties requested by Trelleborg Slovenija, d.o.o., the Supplier warrants to Trelleborg Slovenija, d.o.o. to have good and marketable title to the Goods/Supplies and the Goods/Supplies are: (i) new; (ii) free and clear of any and all liens and encumbrances; (iii) conform with all specifications, drawings, samples and other descriptions furnished by Trelleborg Slovenija, d.o.o. or offered by the Supplier (but mutually agreed); (iv) free from all defects in design (to the extent designed by the Supplier), workmanship and materials; (v) of merchantable quality; (vi) fit and sufficient for the purposes intended by Trelleborg Slovenija, d.o.o. – to the extent known by the Supplier; (vii) conform to all applicable laws in the country of production and delivery; (viii) do not infringe patents or other intellectual property rights of third parties.
- b. The warranty period shall be defined in the order and/or Purchase Contract, but it may in no case be shorter than two years as of the delivery.

8. Inspection/Rejection

- a. Time is of the essence and the agreed dates of delivery are binding. In case of delay, Trelleborg Slovenija, d.o.o. shall nevertheless have the right to insist on performance of the Purchase Contract if it chooses to do so.
- b. Trelleborg Slovenija, d.o.o. reserves the right to inspect, from time to time, the Goods/Supplies in accordance with the requirements of the Purchase Contract drawn up by Trelleborg Slovenija, d.o.o.; however, Trelleborg Slovenija, d.o.o. is not required to perform incoming

inspections of any Goods/Supplies, and the Seller waives any right to require Trelleborg Slovenija, d.o.o. to conduct such inspections.

- c. Trelleborg Slovenija, d.o.o. may reject and return at Supplier's risk and expense, or retain and correct, the Goods/Supplies that fail to conform to the requirements of the Purchase Contract. Without limiting any other rights Trelleborg Slovenija, d.o.o. has under these Terms and Conditions, the Supplier will reimburse Trelleborg Slovenija, d.o.o. all reasonable expenses resulting from the rejection or correction of the Goods/Supplies.
- d. Acceptance of the Goods/Supplies delivered shall not constitute acceptance of non-conforming Goods/Supplies, nor will it limit or affect any rights or remedies of Trelleborg Slovenija, d.o.o.
- e. If the supplied Goods/Supplies are not in accordance with the requirements defined in the Purchase Contract or do not comply with these Terms and Conditions: (i) the Supplier shall provide Trelleborg Slovenija, d.o.o. with a written response to the claim within 24 hours from the receipt of a claim or SCAR notice - (ii) Trelleborg Slovenija, d.o.o. is entitled to charge the Supplier a claim cost of 100 EUR for each claim/SCAR issued. This amount will be issued as a Supplier credit note in favor of Trelleborg Slovenija, d.o.o.

9. Insurance

- a. The Supplier warrants that it has arranged reasonable insurance cover, provided by a reputable insurer, for all general liability and product liability that may arise in respect of any Goods/Supplies made under the Purchase Contract. The limits of such insurance must be at least ten times the contractual value of the Goods/Supplies under any Purchase Contract. Unless expressly waived by Trelleborg Slovenija, d.o.o., Trelleborg Slovenija, d.o.o. shall be named as an additionally insured entity in such policies.
- b. Upon the conclusion of the Purchase Contract, the Supplier shall provide Trelleborg Slovenija, d.o.o. with a certificate of insurance reasonably acceptable to Trelleborg Slovenija, d.o.o., which shows the amount of coverage, policy number, date of expiration of the insurances, and Trelleborg Slovenija, d.o.o. as the additionally insured entity.
- c. The Supplier, on its own behalf and behalf of its insurers, irrevocably waives any right of subrogation against Trelleborg Slovenija, d.o.o. for any liability, cost or expenses asserted by any third party.

10. Price

- a. The purchase sum for the Supplies shall be as agreed in the Purchase Contract.
- b. Unless otherwise stated in the Purchase Contract, the purchase price: (i) is a fixed price and no unilateral price changes are permitted (ii) is exclusive of VAT but inclusive of all other taxes and any duties applicable; and (iii) is inclusive of all storage, handling, packaging and all other expenses and charges of Supplier meaning that these items shall not be charged separately to Trelleborg Slovenija, d.o.o.
- c. Payment for the Goods/Supplies shall not constitute acceptance of non-conforming Goods/Supplies, nor will it limit or affect any rights or remedies of Trelleborg Slovenija, d.o.o.

- d. Trelleborg Slovenija, d.o.o. has the right to compensate or make balance payment in accordance with the prevailing law and can also compensate or make balance payment for its payments deriving from the Purchase Contract or other agreements made with the Supplier.

11. Payment Terms

- a. Unless otherwise agreed in the Purchase Contract/Order, Trelleborg Slovenija, d.o.o. shall pay for the Supplies within 60 (sixty) days from the delivery of the Goods/Supplies and the receipt of an undisputed and properly issued invoice.
- b. No invoice will be settled if the order was not issued and sent by the purchasing department of Trelleborg Slovenija, d.o.o.
- c. Invoices must state the name of the Supplier, the relevant purchase order number, the period to which the invoice relates and the Supplier's bank account for payment as well as any other necessary elements.
- d. All invoices must be issued until the end of the month in which the delivery was made. The invoice content must comply with any and all legal requirements.
- e. If the payment date is not a business day, payment shall fall due the business day thereafter.

12. Packaging and Delivery

- a. Time is of the essence and the agreed dates for performance are binding unless decided differently by Trelleborg Slovenija, d.o.o.
- b. Unless otherwise specified in the Purchase Contract, the Goods/Supplies shall be delivered DDP at the address of Trelleborg Slovenija, d.o.o.
- c. The Supplier shall properly pack, mark, and transport the Goods/Supplies and provide all documentation required by Trelleborg Slovenija, d.o.o., the carriers involved and the authorities of the country of destination.
- d. Trelleborg Slovenija, d.o.o. does not take any responsibility for the packaging, but it will return all empty and returnable packaging if so requested and at Supplier's cost.
- e. The prices include all packaging and transport costs. Trelleborg Slovenija, d.o.o. will reject all deliveries where Trelleborg Slovenija, d.o.o. is stated as a payer of transport costs, unless agreed otherwise.
- f. Every delivery must be equipped with a list of: (i) name of the Supplier, (ii) quantity of the Goods/Supplies and (iii) the Purchase order number of Trelleborg Slovenija, d.o.o., (iv) the Goods/Supplies' number of Trelleborg Slovenija, d.o.o.'s (material code from the order issued by Trelleborg Slovenija, d.o.o.) and (v) the description of Goods/Supplies by Trelleborg Slovenija, d.o.o. The Goods/Supplies must be equipped with the order number of Trelleborg Slovenija, d.o.o. and the Goods/Supplies' number of Trelleborg Slovenija, d.o.o. (material code).
- g. The labelling of hazardous chemicals must be performed according to the domicile law of Trelleborg Slovenija, d.o.o. and REACH regulation or any other applicable laws and regulations.
- h. The Supplier is obliged to provide Trelleborg Slovenija, d.o.o. with the information and/or declarations in

accordance with applicable law regarding packaging and packaging waste.

- i. Delivery of the Goods/Supplies shall be done from Monday to Friday from 7:00 to 14:00 and from 7:00 to 13:00 for tank vehicles, except if otherwise agreed.
- j. Delivery documents must be accompanied with: (i) delivery note or invoice specifying the information for every batch: date of production and pallet weight, (ii) quality certificate for raw materials; (iii) bill of lading; (iv) manufacturer's weighing document for the Supplies in tank vehicles; (v) EUR.1 or invoice with import declaration of preferential origin (short-term or long-term) according to the latest valid EC Regulation or the original FORM A document.
- k. If the agreed requirements are not fulfilled, Trelleborg Slovenija, d.o.o. has, among others, but not limited to, the right to, at its discretion: (i) procure alternative Goods/Supplies from another supplier (buy-in); (ii) find alternative solutions to provide agreed requirements at Supplier's cost (for example modification of partial/inadequate Supply); (iii) Trelleborg Slovenija, d.o.o. has the right to charge the Supplier all direct and indirect costs, including any penalties; as well as all damages incurred, unless delayed delivery has been agreed with Trelleborg Slovenija, d.o.o.
- l. Trelleborg Slovenija, d.o.o. may reject all Goods/Supplies not in accordance with the prescribed labeling.

13. Origin of the Supplies/Goods

- a. The Supplier is obliged to provide Trelleborg Slovenija, d.o.o. with a valid certificate of origin for the imported Goods/Supplies: short-term or long-term declaration for the Goods/Supplies which originate from the European Union and satisfy the rules of origin governing preferential trade according to the latest valid EU Regulation (2447/2015).
- b. The certificates of origin must be presented to Trelleborg Slovenija, d.o.o. prior to delivering such Goods/Supplies.

14. Force Majeure

- a. Neither Trelleborg Slovenija, d.o.o. nor the Supplier shall be liable to one another for delay or non-performance of their obligations under the Purchase Contract being due to a cause or causes beyond any party's control ("Force Majeure"). Force Majeure shall include, but not be limited to, acts of God, civil disturbance, fire, storm, flood, acts of international state, governmental, federal or local authorities, bodies or institutions, non-availability of shipping or other transport, lockouts, strikes or other trade disputes, or interruption or breakdown of any communication or data processing services or equipment.
- b. Upon Trelleborg Slovenija, d.o.o. or Supplier's (the "Affected Party") being affected by Force Majeure: (i) the Affected Party shall advise the other party of such Force Majeure in writing as soon as reasonably practicable and shall use reasonable endeavors to mitigate the effect of Force Majeure including, but not limited to, a fair and equitable allocation of resources available to perform the Purchase Contract; (ii) if Force Majeure ceases, the Parties shall resume performance of their obligations hereunder as soon as reasonably

practicable after Force Majeure ceases; (iii) if Force Majeure continues for more than thirty (30) days, Trelleborg Slovenija, d.o.o. (but not the Supplier) shall be entitled to cancel the Purchase Contract without liability save for any outstanding obligations in respect of the Goods/Supplies delivered to or in the course of delivery to Trelleborg Slovenija, d.o.o.

15. Anti-Corruption Clause

- a. If it can reasonably be assumed, the Supplier has, directly or indirectly, provided or offered to any person, employed by Trelleborg Slovenija, d.o.o. or performing purchasing operations for Trelleborg Slovenija, d.o.o. or acting on its behalf in any other way any financial or material incentives/benefits in order to induce Trelleborg Slovenija, d.o.o. to conclude the Purchase Contract with the Supplier, the Supplier and Trelleborg Slovenija, d.o.o. agree this is considered as a justifiable reason for termination of the Purchase Contract by Trelleborg Slovenija, d.o.o. If any reimbursements are necessary, the Supplier shall make such reimbursements first and cover any and all costs Trelleborg Slovenija, d.o.o. may incur by making its own reimbursements. In such a case, Trelleborg Slovenija, d.o.o. is entitled to the reimbursement of damages in accordance with these Terms and Conditions.
- b. For any such instance, the Supplier shall settle a contractual penalty in the amount of 20 % of the Purchase Contract. The right of Trelleborg Slovenija, d.o.o. to claim damages shall remain unaffected.

16. Confidentiality

- a. The Parties herewith undertake to maintain the strict confidentiality of all information in any form of a technical, financial or commercial nature concerning each of the Parties and being marked with a word "Confidential" or such information the disclosure of which could objectively result in substantial damages to any of the Parties, used or acquired in the performance of the Purchase Contract, and to refrain from disclosing the said information to third parties, except for purposes strictly necessary for the performance of the Purchase Contract.
- b. Notwithstanding the foregoing, Trelleborg Slovenija, d.o.o. may use the information provided by the Supplier for its benchmark analysis, particularly in the process of choosing a supplier, including a comparison of the commercial conditions provided by several suppliers. Trelleborg Slovenija, d.o.o. may also disclose such information to its Affiliated Companies, but shall ensure that such Affiliated Companies adhere to the confidentiality obligation as stated in this article.
- c. Any duty of confidentiality will not apply to information: (i) that is in the public domain; (ii) whose disclosure is required by law or by order of an Authority; (iii) that was legitimately provided by a source not bound, contractually or otherwise, by any duty of confidentiality; (iv) that was developed independently by any of the Parties.
- d. The duty of confidentiality shall apply for 5 years following the completed Supplies or the supply of Goods and shall survive the validity of the Purchase Contract.
- e. The Supplier must obtain a written approval from Trelleborg Slovenija, d.o.o. before publicly referring to its

business relationship with the Trelleborg Slovenija, d.o.o. Group or in case of the signed Purchasing Contract at least 5 years after termination of this Purchasing Contract, except if the period of validity of the Purchase Contract should be prolonged.

17. No Agency and similar

- a. Nothing in the Purchase Contract shall be construed so as to place the Supplier in the position of a partner, agent or employee of Trelleborg Slovenija, d.o.o., whereas the Supplier shall have no power to bind Trelleborg Slovenija, d.o.o. toward third parties. The Supplier covenants and agrees not to hold itself out as a partner, agent or employee of Trelleborg Slovenija, d.o.o. with respect to the Purchase Contract.

18. Termination

- a. Trelleborg Slovenija, d.o.o. may terminate the Purchase Contract in whole or in part by written notice; (i) for convenience, effective thirty (30) days following delivery of a written termination notice; (ii) immediately for default.
- b. Notices may be sent by any reliable means, such as, but not limited to, post, e-mail or fax.

19. Set-Off

- a. Trelleborg Slovenija, d.o.o. shall be entitled to set off any sums owed by the Supplier to Trelleborg Slovenija, d.o.o. for any reason whatsoever, against any sums payable by Trelleborg Slovenija, d.o.o. under the Purchase Contract.

20. Code of Conduct

- a. Trelleborg Slovenija, d.o.o. is part of Trelleborg Group, which adopted Trelleborg's Code of Conduct.
- b. The valid Trelleborg's Code of Conduct is available on Trelleborg's webpage (<https://www.trelleborg.com/en/about-us/code-of-conduct>). The Supplier acknowledges to abide by its terms and shall incorporate them in its business and thus observe the rules of fair competition and non-bribery and otherwise conduct business in accordance therewith.

21. Limitation of Liability

- a. Trelleborg Slovenija, d.o.o. shall not be liable for any incidental, consequential and/or non-pecuniary damages or damages having a comparable effect. The aggregate liability of Trelleborg Slovenija, d.o.o. in respect of any and all losses arising under or in connection with the Purchase Contract/order/any similar document on the basis of which the Goods/Supplies are sold, shall be limited to an amount that equals the invoiced price for the Goods/Supplies supplied.

22. Final provisions

- a. All deviations from Terms and Conditions shall only apply in cases where they have been explicitly approved by Trelleborg Slovenija, d.o.o. in writing.
- b. All rights and remedies reserved to Trelleborg Slovenija, d.o.o. in the Purchase Contract are cumulative with and in addition to all other legal or equitable remedies available to Trelleborg Slovenija, d.o.o.
- c. If any provision of the Purchase Contract is found to be in conflict with the prevailing legal requirements, such a provision shall be disregarded and shall not affect the validity of the remaining provisions.
- d. Unless otherwise agreed, the Purchase Contract is subject to the laws of the Republic of Slovenia, with the



exclusion of its conflict of law principles and the application of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute or controversy arising from or in connection with the Purchase Contract shall, if not settled amicably by

the parties, be submitted to the competent court in Kranj, the Republic of Slovenia.

Valid from May 1st, 2020