

PURCHASE TERMS AND CONDITIONS FOR SERVICES

1. Definitions

- a. "Service Contract" means any work order, service order, delivery instruction or similar contractual document agreed or signed by the Parties, these Terms and Conditions and all other documents specifically made part of the Service Contract by Trelleborg Slovenija, d.o.o.
- b. "Services" means the Services to be provided under the Service Contract.
- c. "Supplier" means the contracting party providing the Services.
- d. "Terms and Conditions" means these Purchase Terms and Conditions for the Services.
- e. "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. In that case, SAVA MEDICAL IN STORITVE, d.o.o. benefits fully from the provisions of these Terms and Conditions.

2. Binding Service Contract

- a. Service Contracts are binding only if they are drawn up or confirmed in writing by Trelleborg Slovenija, d.o.o. Purchasing department. These Terms and Conditions become an integral part of the Service Contract between the Parties once the Service Contract is accepted by Trelleborg Slovenija, d.o.o.
- b. The Services provided without any written Service Contract do not place Trelleborg Slovenija, d.o.o. under any obligation whatsoever and no payments will be made even if the Services are provided at the request of Trelleborg Slovenija, d.o.o. employee.
- c. Terms and conditions provided by the Supplier do not apply even if Trelleborg Slovenija, d.o.o. does not specifically object to them.
- d. Payments made or acceptance of the Services by Trelleborg Slovenija, d.o.o. or any other similar act shall not be considered as acknowledgement of any other conditions than these Terms and Conditions or Service Contract between the Parties. No act of Trelleborg Slovenija, d.o.o. can be interpreted to the contrary.
- e. Time is of the essence and the agreed dates of the Services are binding. In case of delay, Trelleborg Slovenija, d.o.o. shall nevertheless have the right to insist on carrying out the Service Contract if it chooses to do so.

3. Specifications and Quotations

- a. If an order issued by Trelleborg Slovenija, d.o.o. refers to the Supplier's specifications or quotations, such specifications or quotations are considered as part of the order to the extent that such specifications or quotations are not inconsistent with the order issued by Trelleborg Slovenija d.o.o. and/or their Terms and Conditions.

4. Changes

- a. The Supplier shall not make any changes to the Services, except with prior written approval from Trelleborg Slovenija d.o.o.
- b. Trelleborg Slovenija, d.o.o. reserves the right to cancel any part of the Services that have not yet been provided or to request a change of the Services and/or their performance.
- c. The amount and/or content of the specified Services cannot be changed without written approval from Trelleborg Slovenija, d.o.o.

5. Assignment and Sub-contracting

- a. The Service Contract is concluded with the Supplier and is based on personal fulfilment of tasks and obligations. This obliges the Supplier not to withdraw, assign, adopt or in any way dispose of any obligations deriving from the Service Contract without prior written consent from 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 and including the loss of profit), regardless of the degree of culpability, attorneys' fees and all other liabilities and obligations whatsoever arising from any claim, which, in whole or in part, arises from or relates to any Services provided. That may include, but is not limited to: (i) defect or non-conformity of the Services, including not adhering to the agreed schedule; (ii) non-compliance by the Supplier with any of its representations, warranties or obligations under the Service Contract; (iii) any other breach of the Service Contract, particularly, but not limited to, negligence or fault of the Supplier in connection with providing the Services; (iv) any environmental damage, spill, discharge or emission of hazardous wastes or substances caused by a defect or contractual non-conformity of the Services; or (v) infringement (including contributory infringement or inducement to infringe) of any Intellectual Property Right relating to the Services 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 the order placed by Trelleborg Slovenija d.o.o. and the relevant law, the Supplier warrants that: (i) the Services will be performed in accordance with the specifications and other descriptions provided by Trelleborg Slovenija d.o.o.; (ii) it has the skills and qualifications necessary to perform the Services in a timely, competent and professional manner, and in accordance with the highest industrial standards; (iii) the Services and the manner in which they are provided conform to all applicable laws, including health and safety regulations, when applicable.

8. Inspection/Rejection

- a. Trelleborg Slovenija, d.o.o. has the right to reject the Services not provided in accordance with the Service Contract and holds the Supplier responsible for the risks and costs or repairs of the Service not provided in accordance with the Service Contract, even if the non-conformity is detected after the Services have been provided and paid in full. The Supplier shall be responsible to reimburse all the costs and damages incurred due to rejection or repair of the Service.
- b. 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 notice.
- c. Trelleborg Slovenija, d.o.o. is entitled to charge the Supplier claim costs of EUR 100 for each claim. This amount will be issued as a Supplier's credit note in favour 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 Services made under any Service Contract. The limits of such insurance must be at least ten times the contractual value of the Services under any Service Contract. Unless expressly waived by Trelleborg Slovenija, d.o.o., Trelleborg Slovenija, d.o.o. shall be named as the additionally insured in such policies.
- b. Upon the conclusion of the Service Contract the Supplier shall provide Trelleborg Slovenija, d.o.o. with a certificate of insurance reasonably acceptable to Trelleborg Slovenija, d.o.o., stating 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 on 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 fee sum for the Services shall be as agreed in the Service Contract or any other written form if the Contract is not made.
- b. Unless otherwise specified in the Service Contract, the payment is made to the registered address of Trelleborg Slovenija, d.o.o.
- c. Unless otherwise stated in the Service Contract, the purchase price is: (i) fixed and no unilateral price changes are permitted; (ii) exclusive of VAT but inclusive of all other taxes and any duties applicable; and (iii) inclusive of all other Supplier's expenses and charges.
- d. Payment for the Services (or any other act) shall not constitute acceptance of non-conforming Services, nor will it limit or affect any rights or remedies of Trelleborg Slovenija, d.o.o.
- e. 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 Service Contract or other agreements made with the Supplier.

11. Payment Terms

- a. Unless otherwise agreed, Trelleborg Slovenija, d.o.o. shall pay for the Services within 60 (sixty) days from the latter of (i) delivery of Services and (ii) the receipt of an undisputed and properly issued invoice and (iii) a service report signed by a designated person of Trelleborg Slovenija, d.o.o. and attached to the invoice.
- b. No invoice will be settled if the order was not placed and sent by Trelleborg Slovenija, d.o.o. Purchasing department.
- c. Invoices must state the name of the Supplier, the relevant purchase order number, the period to which the invoice refers and the Supplier's bank account for payment.
- d. All invoices must be issued until the end of the month in which the Service was provided. The invoice content must comply with all legal requirements.
- e. If the payment date is not a business day, payment shall fall due the business day thereafter.

12. Performance

- 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 Service Contract, the Services shall be performed to the registered address of Trelleborg Slovenija, d.o.o.
- c. The Supplier shall be responsible for ensuring safety at providing the Services as well as for arranging the insurance for the equipment and workers. Trelleborg Slovenija, d.o.o. shall not be held responsible for any claim in connection with the safety or insurance matters.
- d. If the agreed Services are not provided, Trelleborg Slovenija, d.o.o. has the right to charge the Supplier all damages and costs incurred. In that case, Trelleborg Slovenija, d.o.o. may engage another supplier (buy-in), except if a written agreement with the Supplier is concluded to that effect.
- e. The Supplier shall provide and deliver all documentation required by Trelleborg Slovenija, d.o.o., and by the authorities of the country of destination.

13. 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 Service Contract being due to a cause or causes beyond any party's control ("Force Majeure"). Force Majeure shall include, but is not 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 (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 endeavours to

mitigate the effect of Force Majeure including, but not limited to a fair and equitable allocation of resources available to perform the Service 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 Service Contract without liability save for any outstanding obligations in respect of the Services provided or in the course of their being provided to Trelleborg Slovenija, d.o.o.

14. Anti-Corruption Clause

- a. If it can be reasonably 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. any financial or other prizes or incentives/benefits in order to induce Trelleborg Slovenija, d.o.o. to conclude a Service Contract with this Supplier, or such incentives are provided during the Service Contract validity, the Supplier and Trelleborg Slovenija, d.o.o. agree, such an act constitutes a justifiable reason for termination of the Service 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. If such a case arises, Trelleborg Slovenija, d.o.o. is entitled to 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 Service Contract. The right of Trelleborg Slovenija, d.o.o. to claim damages shall remain unaffected.

15. Confidentiality

- a. The Parties herewith undertake to maintain the strict confidentiality of all information of a technical, financial or commercial nature concerning each of the Parties and carrying any of the wordings "Confidential"; "Non-classified"; "Sensitive"; "Limited"; "Secret"; "Strictly Confidential"; or any similar denotation, or such information the disclosure of which could objectively result in substantial damages to any of the Parties, if used or acquired in carrying out the Service Contract, and to refrain from disclosing the said information to third parties, except for the purposes strictly necessary for carrying out the Service 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. This duty of confidentiality shall apply for five years following the completed Supplies or supply of Services and shall survive the validity of the Service Contract.
- e. The Supplier must obtain 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 a signed contract, at least 5 years after termination of this contract, except if the validity of the Service Contract should be extended.

16. No Agency and similar

- a. Nothing in the Terms and Conditions or corresponding Service 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., and 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 Service Contract.

17. Termination

- a. Trelleborg Slovenija, d.o.o. may terminate the Service Contract in whole or in part by written notice: (i) for convenience, effective seven (7) days following delivery of a written termination notice; (ii) immediately for default.

18. Set-Off

- a. Trelleborg Slovenija, d.o.o. shall be entitled to set off any sums owned 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 Service Contract.

19. Code of conduct

- a. Trelleborg Slovenija, d.o.o. is part of the Trelleborg Group, which adopted Trelleborg's Code of Conduct.
- b. Trelleborg's Code of Conduct is available to the Supplier on Trelleborg's webpage (<https://trelleborg.sharepoint.com/sites/MyHub/SitePages/Code-of-conduct.aspx?web=1>) and the Supplier acknowledges abiding by its terms and incorporating them in its business, thereby observing the rules of fair competition and non-bribery and otherwise conduct business in accordance therewith.

20. 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 Service Contract/order/any similar document, on the basis of which the Services/Products are provided, shall be limited to the amount that equals the invoiced price for the Services/Products supplied.

21. Other

- a. Entrance and exit of persons to/from the work site at Trelleborg Slovenija, d.o.o. is only permitted if they are accompanied by a person designated by Trelleborg Slovenija, d.o.o. The Supplier shall additionally be



required to present such documents as agreed in the Service Contract and such documentation as may be required by Trelleborg Slovenija, d.o.o. The requirements are attached as Exhibit 1 to these Terms and Conditions and may be changed from time to time.

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 Service 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 Service Contract is found 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 Service 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 Service 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

Exhibit 1 - Trelleborg Slovenija, d.o.o. – Site requirements

- a. For registration of foreign workers in Slovenia, please fill in the form at the following link:
https://www.ess.gov.si/delodajalci/zaposlovanje_in_delo_tujcev/spletna-prijava-dela-tujcev/-spletna-prijava-dela-tujcev-prijava-izvajanje-storitev-delodajalca-s-sedezem-v-drzavi-clanici-eu-egp-ali-svicarski-konfederaciji?cl=35
It will be sent to the Employment Service of Slovenia automatically, however, you still need to print it as a confirmation of successful registration.
- b. All persons providing services at Trelleborg Slovenija, d.o.o. site must carry a visitor ID card at all times and, when required, a visible safety vest provided by Trelleborg Slovenija, d.o.o. If lost, immediate notice to the contact person or a security guard must be made.
- c. The Supplier shall sign and present to Trelleborg Slovenija, d.o.o. such documentation as may be required, among others:
- Agreement about safety measures at performing works at Trelleborg Slovenija, d.o.o. site (form 03.2.VZD-06.04p.02.04a)
 - Agreement on common measures to ensure safety and health at work at a common site (03.2.VZD-06.04p05.04)
 - List of equipment carrying to Trelleborg Slovenija, d.o.o. site (form 305PRO01-01 pC, to be presented at the main entrance when leaving);
 - List of equipment carrying from Trelleborg Slovenija, d.o.o. site (form 305PR 001-01 pD, to be presented at the main entrance when leaving);
 - Permit to enter the production sites at Trelleborg Slovenija, d.o.o. (form 305PRO01-01 pE);
 - Permit to enter with a vehicle (form 305PRO01-01 pB, to be presented at the main entrance together with ID cards).

Valid from May 1st, 2020