

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. GENERAL PROVISIONS

- 1.1 General Terms and Conditions of Purchase (hereinafter: the "GTCPs") of PETROL d.d., Ljubljana, and PETROL GEO d.o.o. (hereinafter both companies together referred to as: "PETROL"), shall apply to all deliveries or assembly of equipment, material and products (hereinafter: "Merchandise") or the provision of services (hereinafter: "Services") carried out by the Supplier, Contractor or Seller (hereinafter: The "Supplier") based on:
- 1.1.1 orders based on a confirmed offer;
 - 1.1.2 orders based on a long-term contract between PETROL and the Supplier;
 - 1.1.3 one-off contracts;
- and for all legal transactions in which it is agreed that the GTCPs shall apply (hereinafter all together, including Clauses 1.1.1. 1.1.2., 1.1.3.: "Legal Transaction").
- 1.2 The Supplier is aware of and agrees with the fact that, inter alia, PETROL may also resell the Merchandise and Services under the Legal Transactions to third-parties (hereinafter: "End-Customer"), including consumers, and confirms that it is aware of and undertakes to operate in accordance with the applicable legislation governing the rights and obligations of consumers and agrees and undertakes to respect and enforce the relevant regulations, inter alia in the part that refers to the marking of the Merchandise, any certificates, declaration of conformity, warranty for faultless operation and warranty for the material defects and conformity of the Merchandise and Services (subjective and objective warranty of conformity of the Merchandise and Services), instructions for use/assembly, obligations to provide authorised servicing in the country in which the Merchandise is being sold to End-Customers, informing and updating the digital elements of goods, digital content and digital services, the possibility of asserting warranty claims for material defects or the conformity of the Merchandise and Services by End-Customers or PETROL and other obligations from the applicable regulations.
- 1.3 PETROL and the Supplier agree that the term "Merchandise" as used in these GTCPs shall also apply to goods with digital content or a digital service included in or interconnected with the Merchandise in such a way that the Merchandise would not be able to perform its function without the digital content or digital service, and is provided with the Merchandise and for the digital content and digital service as defined by consumer protection regulations, and that they shall also be subject to all the obligations as set out in these GTCPs for the Merchandise, unless otherwise specified in these GTCPs or in the Legal Transaction.
- 1.4 PETROL reserves the right to set special conditions for an individual Legal Transaction, which shall prevail over the GTCPs for that Legal Transaction. This shall also apply in the event of a discrepancy between the provisions of a Legal Transaction and the GTCPs.
- 1.5 The GTCPs shall prevail over any general and special conditions of the Supplier and shall exclude them. The general and special conditions of the Supplier shall only be binding on PETROL in the case of an express written agreement.

2. CONCLUSION AND AMENDMENTS TO LEGAL TRANSACTIONS

- 2.1 Legal Transactions and their amendments must be made in writing.
- 2.2 Any verbal agreements must be confirmed by PETROL in writing otherwise they shall not be valid.



3. RIGHTS AND OBLIGATIONS

- 3.1 By concluding a Legal Transaction, the Supplier guarantees that it fulfils all the conditions prescribed by the applicable legislation for the performance of activities that are the subject of the Legal Transaction.
- 3.2 By accepting the order, the Supplier undertakes to deliver the Merchandise and provide the Services properly and in a timely manner, with the care of a good expert and in compliance with the legislation and rules of the profession.
- 3.3 Merchandise:
- 3.3.1 The Supplier undertakes to supply PETROL with Merchandise:
- that is in line with current EU and Slovenian regulations, including regulations in the area of consumer protection;
 - that is of high quality and meets the Merchandise quality/technical specifications;
 - that is free of material defects and meets all the requirements for conformity of the Merchandise, both objective and subjective requirements for the conformity of the Merchandise in accordance with applicable consumer protection regulations, for which the Supplier shall issue a warranty, if this is mandatory in accordance with the applicable regulations or if the Supplier or manufacturer provides a voluntary warranty in accordance with the warranty statement or states this in advertising messages, and that as a result, the Merchandise shall function flawlessly and shall have the properties stated on the warranty card or in the advertising message. The Supplier shall be responsible for fulfilling the warranty obligations towards the End-Customer, providing warranty and out-of-warranty repairs through authorised contractors, who must be listed in the warranty conditions in accordance with the applicable legislation, whereby in the relationship between PETROL and the Supplier, the Supplier shall be responsible for the obligations of the authorised service providers; The Supplier must ensure that claims arising from the guarantee of conformity and warranty obligations are dealt with in Slovenia or in another country where the Merchandise is sold to End-Customers, provided that the Supplier has been notified of such a delivery prior to the delivery;
 - by the method and under the terms agreed in these GTPCs and individual orders and according to commercial practices, if they are not in conflict with the provisions of the applicable regulations or agreed in these GTPCs or in the Legal Transaction;
 - that is packed in the prescribed packaging, which is adequate for safe transportation and suitable for resale to the End-Customer – consumer. The packaging must not be harmful to health, or misleading as to the size and weight of the Merchandise, and must be appropriate to the shape and weight of the Merchandise.
 - that is undamaged and with at least 80% of its total shelf life or useful life. If a shelf life is prescribed for the particular Merchandise supplied under these GTPCs, the Supplier undertakes to mark that shelf life visibly and legibly on the Merchandise;
 - that is marked in line with the requirements of the applicable national and EU regulations, for the relevant Merchandise types and for the relevant country that the Merchandise is sold to, and equipped with all the required supporting documentation and markings (instructions for assembly and use, declaration of conformity, CE marks, warranty card, list of authorised service centres, etc.), which must be written entirely in the Slovenian

PETROL, Slovenska energetska družba, d.d., Ljubljana
 Dunajska c. 50, 1000 Ljubljana
 tel.: +386 1 47 14 234
 www.petrol.si

language, if the Merchandise is intended for sale to End-Customers in the territory of the Republic of Slovenia, or, exceptionally, in a different language, if agreed in the Legal Transaction;

- if the correct use of the Merchandise supplied under these GTPCs requires a specific procedure, or if PETROL's or the End-Customer's misuse of the Merchandise could endanger them or others or pollute the environment, the Supplier undertakes to provide the Merchandise with instructions for use. The instructions for use may also be affixed to or printed on the Merchandise or its packaging. The instructions for use may be in the form of text, a picture, a sketch or a symbol, or a combination of these. The contents of the instructions for use must be easily understandable to PETROL and the End-Customer and must allow them to use the Merchandise correctly. When the Merchandise is intended for sale in the territory of the Republic of Slovenia, the instructions for use must be written entirely in the Slovenian language.
- that has an EAN barcode affixed, both on the product and its transport packaging;
- that is of the same characteristics throughout the entire shipment, as well as in successive shipments;
- that is timely and within the working hours of the delivery points and performed using a method meeting all the requirements of the applicable regulations;
- that is in transport vehicles that allow maintaining an appropriate temperature environment when so required due to the characteristics of the Merchandise.
- when the subject of a supply under the Legal Transaction is goods with digital elements (and, mutatis mutandis, where the subject of a supply under the Legal Transaction is digital content or a digital service), the Supplier shall ensure that PETROL and the End-Customer are informed about and supplied with updates, including security updates, necessary to maintain the compliance of the goods with digital elements within a period:
 - Which PETROL and the End-Customer can reasonably expect, having regard to the nature and purpose of the goods and digital elements and taking into account the circumstances and the nature of the Legal Transaction, where the Legal Transaction provides for a one-off supply of the digital content or digital service; or
 - At least two years from the delivery of the goods with digital elements, where the Legal Transaction provides for the continuous supply of the digital content or digital service over a specified period; or
 - During which the digital content or digital service is to be supplied under the Legal Transaction, where the Legal Transaction provides for the continuous supply of the digital content or digital service over a period of more than two years.
- the Supplier must inform PETROL and the End-Customer in a legally compliant manner about the availability of updates and the consequences of PETROL's or the End-Customer's failure to install them, and provide legally compliant instructions on how to install the updates.
- For Merchandise for which a warranty has been issued or an obligatory warranty should have been issued in accordance with applicable regulations, during the warranty period, the Supplier shall, itself or through authorised service providers, ensure free of charge the elimination of defects in the Merchandise or the non-conformity of the Merchandise and other obligations in accordance with the applicable regulations. The Supplier further undertakes that the warranty or warranty card issued shall comply with the requirements of the applicable Act governing consumer protection, and that the warranty card shall be

drawn up in a clear and comprehensible language, shall be in accordance with the requirements of the applicable regulations, shall be issued on a durable medium, and shall be written entirely in the Slovenian language if the Merchandise is intended for sale in the territory of the Republic of Slovenia, or in a different language if so agreed in the Legal Transaction. The Supplier must ensure that warranty obligations are dealt with in Slovenia or in another country where the Merchandise is sold to End-Customers, provided that the Supplier has been notified of such delivery prior to delivery;

- the Supplier shall guarantee the supply of spare parts for the Merchandise for the period and in the manner prescribed by the applicable regulations.
- at the same time, the Supplier undertakes, for Merchandise for which a mandatory warranty is required in accordance with the applicable regulations, to provide against payment the repair and maintenance of the Merchandise, spare parts and attachments for at least three years after the expiry of the warranty period by performing the service itself or having an agreement on servicing with another person, as determined by the applicable regulations governing consumer protection.
- for the packaging of packaged Merchandise, the Supplier shall provide a declaration of compliance with SIST EN 13427:2004: Packaging – Requirements for the use of European Standards in the field of packaging and packaging waste.
- the Supplier undertakes to carry out regular control over the production, storage and distribution of the Merchandise and shall, at PETROL's request, deliver reports on the performed control. The Supplier undertakes to send, at the request of PETROL, analyses of the Merchandise carried out by the Supplier or its suppliers.

3.4 Services:

3.4.1 The Supplier guarantees or warrants:

- to provide the Services for PETROL in a timely and regular manner in accordance with the respective orders and the instructions of PETROL or a person authorised by PETROL;
- that it has the appropriate knowledge, skills and authorisation required by the applicable regulations to perform the Services and to perform the Services with the care of a good expert;
- to comply with all the relevant applicable regulations, as well as all other standards relating to the performance of Services, including, but not limited to, the consumer protection regulations, and to take into account all the specific features of the environment, and to perform the Services in the interests of the customer, while protecting the customer's good name and reputation in doing so;
- that all employees employed by the Supplier will be professionally qualified for the provision of such Services;
- that the equipment with which the Services will be provided will be in faultless condition and compliant with the requirements of the applicable regulations;
- to assume full responsibility for the provision of the Services under the Legal Transaction, regardless of whether the Supplier will perform the work itself or whether the individual tasks will be performed by subcontractors;
- to keep all documentation for the Services required by the applicable regulations.

3.5 The Supplier also undertakes and warrants that it has all the necessary permits from the legal holders of patents, holders of models and samples, and trademarks for the resale of the Merchandise, which includes resale to End-Customers, and that the resale and circulation of the Merchandise do not infringe

on material copyrights, any other related rights and intellectual property rights. In the event of lawsuits on the basis of such claims, the Supplier must actively participate as a third-party intervener in all justified or unfounded legal and other proceedings that may be initiated.

3.6 Where the subject of the Legal Transaction is the supply of chemicals, the Supplier undertakes and warrants:

- that the chemicals supplied as part of the Legal Transaction comply with EC Regulation No. 1907/2006 and its amendments (REACH Regulation) and with the provisions of EC Regulation 1272/2008 (CLP Regulation) and its amendments.
- that for all the chemicals it supplies with the Legal Transaction, the Supplier shall regularly provide and send to PETROL the latest versions of the safety data sheets compliant with the REACH and CLP Regulations and their amendments in Slovenian. The Supplier shall also provide the safety data sheet in other languages of the countries where PETROL distributes the Supplier's Merchandise. The Supplier also guarantees that it will keep PETROL informed about all amendments to the safety data sheets and shall send new editions of the safety data sheets to PETROL in electronic form by e-mail or another medium.
- that when new substances of very high concern (SVHC) are placed on the candidate list for the delivered chemicals, this information shall be continuously forwarded to PETROL with a new version of the safety data sheet.
- that the supplied chemicals comply with European Directive 2011/65/EU (RoHS2 Directive) and its amendments.
- that, when supplying lubricants, the Supplier shall pay the corresponding duties (taxes) calculated in accordance with the applicable legislation on time and in full.

In the case of the delivery of products that are not chemicals but are made from chemicals that contain SVHC in a concentration above 0.1%, the Supplier undertakes that the products shall comply with the provisions of Article 9.1(i) of the Framework Directive on Waste (2008/98/EU) and its amendments.

3.7 In all advertising or sponsorship communications for which PETROL is the client, the Supplier undertakes to ensure that, when such communication is published, it shall be clearly identifiable, in accordance with the provisions of the applicable regulations, that it is an advertising communication and which company is the client. Before publishing advertising or sponsorship content, the Supplier shall obtain PETROL's written confirmation that the advertising or sponsorship content complies with PETROL's corporate policy.

3.8 If the Supplier fails to perform any of the obligations from these GTCPs, and if this constitutes a basis for the criminal, administrative and/or tort liability of PETROL, the Supplier shall be obliged to reimburse PETROL for all costs incurred due to the payment of penalties for violations of legislation, fees, representation and compensation, as well as for the lost proceeds due to the exclusion of Merchandise from sale, damage to the Merchandise etc., or from the termination of the provision of the Services. The Supplier shall also be obliged to pay all the costs incurred due to damage to PETROL, a third party or an End-Customer as a result of non-compliance with the obligations arising from these GTCPs. This obligation of the Supplier shall apply for the duration of the Legal Transaction and after its expiry, if the consequences of the waiver of the Supplier's obligations affecting PETROL, a third party or the End-Customer relate to this Legal Transaction.

4. THE SUPPLY OF MERCHANDISE AND THE PERFORMANCE OF SERVICES

- 4.1 The Supplier must supply the Merchandise and perform the Services in accordance with the Legal Transaction.
- 4.2 The Merchandise shall be deemed delivered when unloaded in accordance with the instructions of the person authorised by PETROL and when a delivery note, work order or another acceptance document is signed by a person authorised by PETROL or the End-Customer, or when the Service is performed, the handover report is signed by a person authorised by PETROL or the End-Customer, and all the deficiencies identified during the inspection of the performed Services or any technical inspection have been eliminated. The delivery of Merchandise and Services shall also include the delivery of documentation agreed upon or prescribed by the applicable regulations.
- 4.3 Insofar as the start-up and/or trial operation is also agreed on with the Legal Transaction, the delivery of the Merchandise or performance of the Service shall be deemed to have taken place after the start-up and successfully completed trial operation, which shall be confirmed by signing the handover protocol.
- 4.4 The Supplier undertakes to inform PETROL in writing and in a timely manner about all circumstances that affect or could affect the proper and timely fulfilment of its obligations.

5. GRADUAL DELIVERIES OF MERCHANDISE FOR RESALE

- 5.1 For Merchandise that will be newly introduced during the Legal Transaction and for which PETROL determines after the end of the trial period that it will not market it, after the end of the trial period, the Supplier shall collect all unsold stock at the delivery point within 8 days of notification by PETROL at the latest and grant credit to PETROL for such Merchandise no later than 30 days after receipt of the Merchandise, unless otherwise agreed in the Legal Transaction. The duration of the test period shall be three months, unless otherwise agreed by PETROL and the Supplier in the Legal Transaction. The same shall also apply in the event of the termination of the Legal transaction, regardless of which Party withdraws from the Legal Transaction, as well as in the case of Merchandise, the sale of which is abandoned.
- 5.2 For Merchandise of a seasonal nature, at the end of each season the Supplier shall collect all unsold stock at the delivery point within 8 days of notification by PETROL at the latest and grant credit to PETROL for such Merchandise no later than 30 days after receipt of the Merchandise, unless otherwise agreed in the Legal Transaction.
- 5.3 The Supplier undertakes to collect once a month at the delivery point and also to replace any Merchandise that is the subject of a justified complaint or the shelf life of which has expired, at its own expense.
- 5.4 In the event of the Supplier's delay in collecting the goods, the Supplier shall be obliged to pay PETROL storage costs in the amount of 1% of the value of the Merchandise for each day of delay. In this case, PETROL shall issue an invoice to the Supplier for storage costs. PETROL may also return the Merchandise at the Supplier's expense.
- 5.5 The Supplier shall provide PETROL with all master and logistic data relating to the Merchandise in electronic form. PETROL shall provide the Supplier with information on the place of delivery, the date (working day) and the time of delivery.
- 5.6 If PETROL allows the Supplier to view the state of the stock of Merchandise at its point of sale or to view any other data via the Internet, the Supplier shall be obliged to deliver to PETROL a list of persons with access to such data (users), and shall notify PETROL about any changes regarding the users by seven days before the intended change. PETROL shall not be liable for any unauthorised use of data that can

be accessed by users that have been notified by the Supplier, as well as if the Supplier does not notify or does not notify in a timely manner the relevant changes regarding users or other relevant changes affecting users.

6. CONTRACTUAL PENALTY

- 6.1 If the Supplier fails to fulfil its obligations or does not fulfil them within the time limits agreed between PETROL and the Supplier or within the additional time limit set by PETROL and is liable for the failure to perform or for the delay in performance, the Supplier shall be obliged to pay PETROL a contractual penalty in the amount of 0.5% of the final contract price for the obligations not performed, or for which the Supplier is in delay, for each calendar day of delay or for each day on which the Supplier fails to perform its obligations. The contractual penalty for the non-fulfilment of obligations or a delay in performance within the contractual term may not exceed 10% of the final contract price for the obligations not performed or for which default is made.
- 6.2 The contractual penalty will be calculated by observing the VAT regulations in effect at the time that the contractual penalty arises.
- 6.3 Notwithstanding the contractual penalty, PETROL shall have the right to claim any damages from the Supplier that exceed the amount of the enforced contractual penalty.

7. GUARANTEES AND WARRANTIES

- 7.1 The Supplier guarantees the quality, efficiency and conformity of the ordered Merchandise or the performed Services, in accordance with the applicable regulations, unless otherwise agreed in the individual Legal Transaction.
- 7.2 The Supplier shall be liable to PETROL for material defects in the Merchandise/Services and for the conformity of the Merchandise/Services supplied or performed under the Legal Transaction for a period of two (2) years from the date of delivery of the Merchandise to PETROL or the End-Customer, if PETROL purchases Merchandise for resale and for the Services from the date of their performance; and for warranty obligations in accordance with the Supplier's or the manufacturer's warranty declaration for the particular type of Merchandise supplied under the Legal Transaction or, in the case of a warranty for Services, under the agreed Legal Transaction.
- 7.3 Notwithstanding Point 7.2. of these GTCs, if the subject of delivery under the Legal Transaction is digital content, a digital service or goods with digital elements as defined by the applicable Act governing consumer protection, the Supplier shall be liable to PETROL and the End-Customer for the objective conformity of the goods with digital elements and for the objective conformity of the updates of the digital content and digital service within the time limit set by the applicable Act governing consumer protection, in the agreed period of delivery of the digital content, digital service or goods with digital elements to PETROL or the End-Customer, if delivery is being performed for the End-Customer, and undertakes to keep PETROL or the End-Customers, if delivery is being made for End-Customers, adequately informed during the agreed period of delivery of updates, including security updates, necessary to maintain the conformity of the digital content, digital service or goods with digital elements.
- 7.4 The Supplier shall bear all obligations under the warranty even if no warranty card has been issued or delivered to PETROL or the End-Customer in respect of the Merchandise for which a warranty is obligatory under the applicable regulations. PETROL and the Supplier agree and the Supplier expressly undertakes that, in the event of a justified claim by PETROL or the End-Customer due to material defects

or the non-conformity of the Goods or the issue of a voluntary (commercial) or obligatory warranty on the Merchandise according to this Agreement, the Supplier shall grant PETROL's or the End-Customer's claim and shall also reimburse PETROL and/or the End-Customer in full for all damage that occurred as a result of the sale of the Merchandise with a defect and for which PETROL and/or the End-Customer is entitled to reimbursement in accordance with the applicable regulations governing contractual obligations and/or consumer protection.

- 7.5 The Supplier undertakes that, upon receipt of the claim from PETROL, three (3) days before the end of the statutory time limit for a response to the End-Customer or, in the absence of such a statutory time limit, within three days of receipt of the request by PETROL, the Supplier shall examine the delivered Merchandise or performed Service for which a defect or non-conformity is claimed and provide PETROL with a reasoned reply to any claims related to material defects or non-conformities of the Merchandise or Services (warranty claims from material defects in the Merchandise or Services, warranty claims for the non-conformity of the Merchandise or Services) and claims from the obligatory and/or commercial warranty on the Merchandise asserted by the End-Customer or PETROL. The Supplier must start eliminating the defects as soon as possible, and in urgent cases immediately. If the Supplier does not eliminate the defects within an additional time limit, despite a written request from PETROL and the setting of the additional time limit for the elimination of the defects, PETROL shall be entitled to charge the Supplier a contractual penalty from Clause 6 of these Terms and Conditions.
- 7.6 The Supplier undertakes to inform PETROL in writing in a timely manner about all relevant information related to the settlement of claims and other information that PETROL needs in order to reply to the competent authorities, and undertakes to actively participate in administrative and judicial proceedings in connection with the legal possibilities with the Merchandise/Services that are the Supplier's obligation.
- 7.7 The Supplier undertakes to accept and settle claims made by End-Customers under the warranty on the Merchandise itself or through its authorised service providers, all in accordance with the obligations laid down by the applicable regulations.
- 7.8 PETROL reserves the right, in the event of the inactivity of the Supplier or in cases of urgency and where it is evident that the Supplier will not remedy the defect within the time limits set by the applicable regulations for remedying defects, or within the time limit agreed between the Supplier and PETROL if the regulations do not provide for such a time limit, to eliminate the identified deficiencies itself or with the help of a third party. The related costs shall be fully borne by the Supplier.
- 7.9 If PETROL has to grant any justified claim of the End-Customer due to a breach of the contractual obligations by the Supplier, the Supplier undertakes to reimburse PETROL for all costs and damages incurred as a result of resolving the claim. This provision shall also apply mutatis mutandis if PETROL, due to the action of the competent authority (especially in administrative and misdemeanour proceedings), would be obliged to reimburse damages, pay an imposed fine and related fee, or otherwise act in the execution of obligations imposed by the competent authority.
- 7.10 The provisions of this chapter 7 shall also apply in the event of a recall of Merchandise.

8. LIABILITY AND INSURANCE

- 8.1 The Supplier shall be liable for any damages caused to its employees, PETROL and/or third parties, including End-Customers, as a consequence of the Supplier's work and the work of its subcontractors, as well as its obligations under the Legal Transaction.
- 8.2 Throughout the duration of the Legal Transaction, the Supplier must have an appropriate insurance policy that covers any damage that might occur to its employees, PETROL and/or third parties in connection with the performance of its activity, the supplied product, the provision of Services or works,

as well as damage to the existing facility and/or existing infrastructure of PETROL and/or third parties. If the Supplier carries out the Legal Transaction with subcontractors, they must be included in the insurance policy in accordance with this Article as co-insured persons. The Supplier shall demonstrate that the conditions under this Article are met to PETROL on request by submitting an official statement/certificate from the insurance company or a copy of the insurance policy that states the required insurance coverage. The costs of the relevant insurance and the payment of participation in the event of damage (deductible) shall be borne by the Supplier. Regardless of the insurance coverage, the Supplier shall be liable for damage in accordance with the law.

9. PRICE AND PAYMENT TERMS

- 9.1 The price shall be agreed upon with the individual Legal Transaction and shall include all costs according to the terms of the DDP (Incoterms 2020), including the obligation to insure the Merchandise until delivery to PETROL, unless otherwise agreed for the individual Legal Transaction. If it is agreed between PETROL and the Supplier in a Legal Transaction that the Supplier shall deliver the Merchandise directly to the End-Customer, the agreed price shall include all costs under the terms of the DDP (Incoterms 2020) to the End-Customer.
- 9.2 PETROL shall settle to the Supplier the price for each completed and confirmed delivery of Merchandise within 60 days, or Service provided within 30 days after the invoice is received in electronic .xml and .pdf format (according to the applicable standard for e-invoices) (hereinafter: "invoice"), unless otherwise determined by the individual Legal Transaction. The Supplier shall send the invoice with all attachments intended for the company:
- 9.2.1 PETROL d.d., Ljubljana: to the e-mail address vlozisce.lj@petrol.si or via the service provider for the exchange of electronic invoices ZZI (bizbox). Exceptions are Suppliers with the electronic exchange of invoices for Merchandise. Exceptionally, it may be agreed for an individual Legal Transaction that the invoice shall be sent in physical form, in which case the invoice shall be sent to the following address: PETROL d.d., Ljubljana, Dunajska 50, 1000 Ljubljana;
- 9.2.2 PETROL GEO d.o.o.: to the e-mail address vlozisce.lj@petrol.si. Exceptionally, it may be agreed for an individual Legal Transaction that the invoice shall be sent in physical form, in which case the invoice shall be sent to the following address: PETROL GEO d.o.o., Mlinska ulica 5D, 9220 Lendava/Lendva.
- 9.3 The Supplier shall issue an invoice to PETROL for each delivery of Merchandise or Service performed immediately on the day of the delivery of the Merchandise or performance of the Service, unless otherwise agreed with the individual Legal Transaction. In case of non-compliance with the invoice deadlines, the payment term will extend to 30 days or a 100 € penalty will be charged. Mandatory information on the invoice shall be the purchase order number and/or contract number, and the mandatory attachment to the invoice shall be the delivery note, work order or the handover protocol, signed by a representative of PETROL, confirming the delivery of Merchandise or the provision of Services. As proof of the Service performed, photo proof can be attached to the invoice or sent to the contact person.
- 9.4 If the invoice sent by the Supplier to PETROL is incomplete, incorrect or sent later than agreed by the Legal Transaction, PETROL shall reject the invoice and request that a new invoice be issued, and the Supplier shall not be entitled to charge the default interest to PETROL for such a rejected invoice.
- 9.5 Unless otherwise agreed, payment shall be made by mutual compensation or by money transfer to the transaction account of the Supplier. At the request of PETROL, the Supplier must also accept multilateral compensation.

- 9.6 If PETROL is late with the payment of the issued invoice, the Supplier shall charge PETROL default interest at the statutory default interest rate valid at the time of the delay.
- 9.7 If the payment due date is a Sunday, Saturday or any other non-working day, the invoice shall be paid on the next business day.
- 9.8 If PETROL settles its obligation early, PETROL can calculate a discount for each day of early payment and issue a corresponding document to the Supplier. The discount shall be calculated in an amount consistent with the applicable decision of the Petrol management board, of which the supplier shall be informed before payment.

10. TRANSFER OF RIGHTS

- 10.1 The Supplier shall have the right to transfer or cede the Legal Transaction and/or any right, including claims and the fulfilment of obligations under the Legal Transaction or the documents concluded or issued in relation to the Legal Transaction to a third party, provided that PETROL's prior written consent is obtained.

11. PARTNERSHIP

- 11.1 The Parties agree to review their mutual operations every six months.
- 11.2 The Supplier shall provide PETROL with a programme for advancing business cooperation with a strategic supplier, perform an annual self-assessment and send it to PETROL, and cooperate with PETROL in preparing a joint purchase list. This provision does not apply to purchases of low value.
- 11.3 The Supplier declares and guarantees that it will sell Merchandise or Services to the buyer at the most favourable price that it can provide.
- 11.4 PETROL shall have the right to check the competitiveness of the prices of the Merchandise at any time and, in the event of identified discrepancies, to invite the Supplier to negotiate with regard to the formation of competitive prices or to withdraw from the Legal Transaction without notice.
- 11.5 The Supplier undertakes to offer the companies in the Petrol Group commercial and technical conditions that are at least as favourable as those offered to PETROL.
- 11.6 The Supplier and PETROL shall endeavour to establish electronically supported operations. They shall ensure a comprehensive electronic data interexchange related to the supply of Merchandise or the provision of Services and the issuing of invoices as soon as possible, which shall be arranged by special agreement. Data exchange shall be carried out using information technologies for data transfer in a secure and standard way.
- 11.7 For the Merchandise and Services supplied to PETROL, the Supplier shall keep accurate records of orders received, deliveries or Services performed, invoices issued and payments received, complaints (e.g. delivery/Service delay, deviation from the quality defined by the legal transaction) and disturbances in the contractual relationship (violations of the Legal Transaction, improperly issued invoices, etc.) with a precise specification of the bases and causes, which allow the formulation of measures for their improvement. The Supplier shall manage such data quantitatively, by value, by time, by individual supply channel, by PETROL Organisational Unit, and by PETROL cost centre. The Supplier and PETROL shall jointly determine the form, content and frequency of reporting, as well as the periods for meetings with the aim of improving the cooperative relationship.

12. NOTIFICATION

- 12.1 The Supplier undertakes to inform PETROL in writing and in a timely manner about all circumstances that affect or could affect the proper and timely fulfilment of the Legal Transaction. The Supplier shall be obliged to provide PETROL with all the necessary information and data about the Merchandise or Services in the prescribed electronic format when the Merchandise or Service is introduced into the assortment, namely logistics data, descriptions, tax rates, environmental duties, photos and any other mandatory information (warranty and warranty conditions, prescribed markings, safety data sheet, homologation, information on functionality, interoperability, compatibility of the Merchandise, updates, etc.), which PETROL must provide to the End-Customer in accordance with the applicable regulations.
- 12.2 The Supplier shall be obliged to regularly notify PETROL about all changes to the Merchandise or the packaging of the Merchandise in terms of weight, EAN bar codes on the product and transport packaging, and about other information that PETROL needs for legally compliant operations, both for its own purposes and for the purposes of selling Merchandise to End-Customers, and data on any organisational business changes on the Supplier's side.
- 12.3 The Supplier shall be obliged to notify PETROL about the Merchandise and Services that PETROL no longer intends to market or sell, within seven days of making the given business decision at the latest. Irrespective of the aforementioned notified decision, the Supplier undertakes to deliver the Merchandise to or perform the Services for PETROL in accordance with the terms of the Legal Transaction for the quantities of Merchandise already ordered by PETROL.
- 12.4 The Supplier shall provide PETROL, within the time limits set by PETROL, with photos of the Merchandise in electronic form, as well as other required data and essential information about the properties and characteristics of the Merchandise and Services, which PETROL needs for its electronic catalogue or other electronic material or the publication of sales advertisements, at least in the scope and content required in accordance with the applicable regulations.
- 12.5 The Supplier undertakes to provide PETROL with environmental information about the Merchandise that is the subject of the Legal Transaction, such as data on the material and weight of the packaging, and the weight of electrical and electronic equipment, in the prescribed electronic format.
- 12.6 The Supplier shall be obliged to inform PETROL in writing about Merchandise subject to withdrawal/recall in accordance with the legal requirements (especially those related to the general safety of products) or the orders of competent national or European authorities.
- 12.7 The Supplier shall inform Petrol about Merchandise and Service innovations covering the common business interests of both Contracting Parties.
- 12.8 The Supplier undertakes to obtain, at the request of PETROL, sustainable information about the Merchandise and Services covered by the Legal Transaction on a best-effort basis.

13. FORCE MAJEURE

- 13.1 If the Supplier or PETROL experiences force majeure circumstances, that Party must immediately notify the other Party about the Legal Transaction thereof. Force majeure events are extraordinary and insurmountable circumstances that could not have been foreseen, avoided or deterred, that occur after the conclusion of a Legal Transaction and that are beyond the will or sphere of the Party to the Legal Transaction. If a Party to the Legal Transaction does not notify the other Party of the Legal Transaction of the occurrence of force majeure, that Party shall lose the right to use force majeure as a justification, excuse or basis for exercising other rights that it would otherwise have due to the occurrence of force majeure.
- 13.2 In the event of unforeseeable circumstances caused by force majeure, the Supplier must deliver the Merchandise or provide the Services to PETROL or its End-Customer within the scope of objective

possibilities. Upon the occurrence of force majeure, the Supplier shall have the right to extend the time limits for the delivery of Goods or the provision of Services.

- 13.3 Upon the occurrence of force majeure, PETROL shall have the right to cancel individual or all orders or to reduce the quantity of ordered Merchandise or performed Services. PETROL undertakes to settle the contractually agreed price for all deliveries of Merchandise or Services performed by the Supplier until the cancellation or reduction of the order by PETROL.
- 13.4 In cases where the fulfilment of the obligations of the Supplier or PETROL becomes impossible for objective reasons, the obligation of the other Party shall also cease. If the purpose of the Legal Transaction cannot be achieved due to the occurrence or duration of the force majeure, each of the Parties to the Legal Transaction may request the termination of the Legal Transaction.
- 13.5 The rights of PETROL or the Supplier arising from the occurrence of the force majeure shall only apply for the duration of the force majeure. If the force majeure lasts for more than 30 days, the Parties to the Legal Transaction shall agree on the further implementation or validity of the Legal Transaction. If the Parties to the Legal Transaction cannot come to an agreement, each of the Parties to the Legal Transaction shall have the right to unilaterally withdraw from the Legal Transaction by notifying the other Party to the Legal Transaction in writing.

14. TRADE SECRETS

- 14.1 The entire Legal Transaction, including all documentation related to the Legal Transaction, shall be considered a trade secret, and the Parties to the Legal Transaction shall adequately protect the information on mutual operations on the basis of this legal transaction and prevent access to them by third parties. The responsible persons of the Parties to the Legal Transaction shall be liable for the payment of compensation and criminally liable for the disclosure of information classified as a trade secret.
- 14.2 The Parties to the Legal Transaction agree that they will ensure business confidentiality, and use it only for the purposes of enforcing the subject matter of the legal transaction. Furthermore, the Parties to the Legal Transaction agree not to disclose trade secrets to anyone other than:
- the parent company, subsidiaries, associates or otherwise jointly controlled companies, and the employees or associates of those companies who are responsible for reviewing this information and who need the information to perform their work.
- 14.3 The obligation of professional secrecy shall not apply in the following cases, when:
- A Party to the Legal Transaction is acquainted with the trade secret before receiving it from the other Party to the Legal Transaction;
 - the trade secret becomes public for a reason other than a breach of the Legal Transaction;
 - The trade secret has been developed independently by the Parties to the Legal Transaction without violating the provisions of the mutual legal transaction;
 - The trade secret is disclosed by the Party to the Legal Transaction at the request of the court with jurisdiction or other state authority;
 - the Party to the Legal Transaction discloses a trade secret to a third party on the basis of a written authorisation of the other Party to the Legal Transaction;
 - the trade secret is received by a third party without similar restrictions and without a breach of this mutual Legal Transaction.

15. ANTI-CORRUPTION CLAUSE AND THE PREVENTION OF MONEY LAUNDERING



- 15.1 If, in the preparation and/or conclusion of the Legal Transaction, someone, in the name of or on behalf of one Party to the Legal Transaction, offers or gives any undue advantage to the representative or agent of the other Party to the Legal Transaction for the purposes of:
- making a business deal; or
 - concluding business under more favourable terms and conditions; or
 - omitting due supervision over the implementation of contractual obligations; or
 - any other act or omission that causes the Party to the Legal Transaction damage, or by which the representative or agent of the Party to the Legal Transaction, other Party to the Legal Transaction or its representative, agent or intermediary is put in a position to obtain an undue advantage;
- the Legal Transaction shall be deemed null and void.
- 15.2 The Parties to the Legal Transaction undertake to operate in accordance with the applicable regulations
- on the prevention of money laundering and terrorist financing. The Parties to the Legal Transaction further expressly guarantee the lawful origin of the money, Merchandise and other items that are the subject of transactions in the context of their financial and business activities.

16. COPYRIGHT

- 16.1 By fulfilling the obligations from the Legal Transaction, unless otherwise agreed with the individual Legal Transaction, the Supplier shall transfer to PETROL all material copyrights related to the copyrighted works created within the framework of the individual Legal Transaction: use of the work in physical form (right of reproduction), use of the work in non-physical form - public disclosure (right of public performance, right of public transmission, right of public broadcasting with phonograms and videograms, right of public display, right of public broadcasting, right of public broadcasting retransmission, right of public secondary broadcasting, right of making available to the public), the use of copies of copyright work (right of distribution) and the right of processing. The transfer of the copyrights specified in this Clause shall be carried out by handing over the Merchandise or Services on which the copyrighted work is located.
- 16.2 The transfer of rights from Clause 16.1. shall, unless otherwise agreed in the Legal Transaction, be irrevocable, exclusive, permanent and territorially unlimited. The Supplier may only revoke the copyright for reasons established by law.
- 16.3 The Supplier authorises PETROL to transfer all material copyrights acquired through the Legal Transaction to third parties without restriction.
- 16.4 The Supplier guarantees that it will obtain all the material copyrights specified in this chapter from all possible co-authors in advance on all copyrighted works delivered to PETROL and to respect the moral rights of the respective authors. The Supplier also guarantees that it will settle any compensation for the transfer of material copyrights to any co-authors. At the request of Petrol, the Supplier shall also submit supporting documents from which this transfer and the payment of any compensation shall be evident.
- 16.5 PETROL undertakes to respect all moral copyrights in copyrighted works created in the context of the execution of a Legal Transaction, to the extent and in the manner stipulated by the law governing copyright and related rights.

17. PERSONAL DATA

17.1 The Supplier shall be obliged to ensure data protection in accordance with all the applicable data protection legislation. If this type of data is disclosed during the execution of a legal transaction, the Contracting Parties shall enter into a contract on the processing of personal data, regulating in detail all the rights and obligations of both Contracting Parties.

18. WITHDRAWAL FROM A LEGAL TRANSACTION

18.1 In the case of the non-material breach of obligations by the Supplier, PETROL shall remind the Supplier to fulfil the obligations. If the Supplier does not eliminate the breach within eight days of receiving the reminder, PETROL may withdraw from the Legal Transaction without notice.

18.2 In the event of material breaches of the obligations by the Supplier, PETROL may withdraw from the Legal Transaction without notice. In particular, the following shall be considered a material breach of the Legal Transaction:

- if the Supplier is late fulfilling its obligations by more than five days;
- if the Supplier interrupts the performance of its obligations without the written consent of PETROL, or if the Supplier does not achieve the quality agreed upon in the Legal Transaction and cannot establish it even within the additional time limit set by PETROL;
- if the extension of the time limits due to force majeure lasts for more than 30 days;
- If the Supplier does not inform PETROL about circumstances that affect or could affect the proper and timely fulfilment of its obligations;
- If the Supplier breaches the agreed specified obligations and does not provide the insurance policy from Clause 8 of these Purchasing Terms and Conditions.

18.3 Notwithstanding the remaining provisions, PETROL may withdraw from the Legal Transaction without notice:

- if bankruptcy or liquidation proceedings or compulsory settlement proceedings have been instituted against the Supplier;
- if the Supplier becomes insolvent in the opinion of PETROL, even if the insolvency has not been established by a court decision or if there are other reasons why PETROL may reasonably conclude that the Supplier shall not be able to fulfil its obligations;
- if the Supplier ceases to operate;
- if a debt order has been issued against the Supplier and its accounts have been blocked for more than three days as a result;
- if, in the opinion of PETROL, a negative development occurs in the economic, legal or personnel situation of the Supplier, or in the event of other such circumstances that would cause PETROL to be or could be significantly disadvantaged, or that would severely undermine PETROL's trust in the Supplier and/or its ability to meet its obligations, or could jeopardise, make it difficult or impossible to fulfil the obligations of the Supplier;

18.4 In the event of the withdrawal from the Legal Transaction for the above-mentioned reasons, PETROL shall take over the subject of the Legal Transaction that has already been carried out, and the Supplier shall reimburse PETROL for all the resulting damage.

18.5 If PETROL is unjustifiably late with a payment by more than ten days and does not fulfil its payment obligation even after a written reminder from the Supplier and the determination of an additional payment deadline, the Supplier may withdraw from the Legal Transaction without notice.

18.6 If the Legal Transaction is concluded for an indefinite period, the Supplier or PETROL may terminate it without reason with a three-month notice.

- 18.7 The Supplier and PETROL shall submit a statement of termination or withdrawal by registered mail. The statement on termination or withdrawal from the Legal Transaction shall enter into force on the day of its receipt and shall take effect for the future. Registered mail shall be considered to have been served on the third day after the mail is dispatched to the post office.
- 18.8 In the event of the termination of the Legal Transaction, PETROL shall take over the already delivered Merchandise or already performed Services from the Supplier, and the takeover shall take place within three days of the termination of the Legal Transaction. If the Supplier does not participate in the takeover, the takeover shall be carried out in the absence of the Supplier, and it shall be considered that the Supplier agrees with both the takeover of the performed Services and the protocol on the takeover and delivery of the Services, which shall be drawn up at the same time. Upon the takeover of already performed Services, as well as if the Supplier does not attend the takeover of the performed Services, the Supplier undertakes to hand over to PETROL all the documentation related to the performed Services.
- 18.9 In the event of the termination of the Legal Transaction for any reason, all the rights and obligations of the Contracting Parties acquired or incurred during its validity shall remain in force, unless the Legal Transaction or these Purchasing Terms and Conditions stipulate otherwise. The provision of this Article does not interfere with any other rights that the Contractual Party would have based on the applicable regulations.

19. VALIDITY OF THE PURCHASING TERMS AND CONDITIONS

- 19.1 Any invalidity of an individual provision of these GTCPs or Legal Transactions shall not affect the validity of the remaining provisions of these GTCPs and/or Legal Transactions entered into on their basis.
- 19.2 These GTCPs shall be valid for an indefinite period of time or until amended or supplemented.
- 19.3 PETROL shall notify the Supplier about the intended modification of the GTCPs or the implementation of the new GTCPs by publishing it on the website www.petrol.si at least 14 days before the planned start of the implementation of the amended or new GTCPs.
- 19.4 Upon the announced or published entry into force of new or amended GTCPs, the Supplier may terminate a valid Legal Transaction by giving a written statement of termination prior to the anticipated entry into force of the new or amended GTCPs, with a 90-day notice.

20. FINAL PROVISIONS

- 20.1 The Supplier is aware that PETROL has adopted the Code of Conduct, which is published at <https://www.petrol.eu/sl/skupina-petrol/korporativna-integriteta>. The Supplier undertakes to operate in accordance with Petrol's Code of Conduct.
- 20.2 The legislation of the Republic of Slovenia shall be used for the interpretation and assessment of all the provisions of these GTCPs, as well as for the regulation of the relationships arising from all the legal transactions arising from them.
- 20.3 The Contracting Parties shall endeavour to settle any disputes arising from the Legal Transaction amicably. If this is not possible, the court with competent jurisdiction in Ljubljana shall settle the dispute.
- 20.4 The GTCPs are published on the following website: www.petrol.si and apply from 01 December 2023.

PETROL d.d., Ljubljana and PETROL GEO d.o.o.

