

General Conditions of Sale

General

Unless otherwise agreed by TIPRO Ltd. ("Seller") in writing, the following terms and conditions apply to all orders received and all sales made by the Seller.

Offer

The clauses of the present General Conditions of Sales constitute one of the main elements in the offer made. Offers are valid within the limits of the option period which is, unless otherwise stated, thirty (30) days from the date of issuance. Delivery or shipping dates indicated in the offer are only approximate and merely represent Seller's best estimate of the time required to make the delivery or shipment.

Order

Any order placed without reservation by the Customer implies the acceptance of the present Conditions. Any term or condition in any order or other document furnished by the Customer, which is in any way inconsistent to the present Conditions of Sale, shall be regarded as null and void. No addition, omission or modification by the Customer to any clause of the present Conditions of Sale shall bind the Seller, unless agreed in writing by the Seller. The Seller reserves the right to invoice an additional processing fee for an order which amounts to less than the minimum order value as defined in the respective offer.

Prices

Prices are set on the basis of the economic conditions in force at the date of the offer. If the prices are not regarded as fixed for a validity period specified in the offer, the Seller reserves the right to modify them according to changes in economic conditions. Unless agreed otherwise, the prices are quoted Ex Works warehouse of the Seller and do not include VAT. Standard packaging for road transport is included in the price. The latest edition of Incoterms, issued by the International Chamber of Commerce, shall be applied to offers, order confirmations, invoices and the transfer of risk.

Delivery Time

Upon receipt of the order or upon the receipt of the down payment, whichever is required in the offer, the Seller will issue respective Order Confirmation to declare the exact shipping or delivery date. Possible delays in delivery can, in any case, neither justify the cancellation of the order, nor give rise to liquidated damages, unless some liquidated damages have been expressly accepted by the Seller in value and duration.

The Seller is automatically and rightfully released from any commitment relative to delivery times, and thus from any liquidated damage:

- a) in case the information, documents, models and accessories to be provided by the Customer would not have reached the Seller's premises at the scheduled date
- b) in case information provided from the Customer or Customer's partner would be incomplete, incorrect or misleading
- c) in case the Customer would not have respected the payment terms
- d) in case of a force major's event.

No liquidated damage shall be claimed for the delays in delivery imputable to a subcontractor imposed by the Customer or to the Customer himself.

Payment Terms

Unless expressly stated otherwise, the payment has to be made in Euros within thirty (30) days from the date of shipment. No early payment shall result in discount. Seller reserves the right to redefine the payment terms if any inconsistency in payments should be detected. In the event of default in payment of an invoice when due, the amount will bear the highest interest permitted by law as from the maturity date, without formal notice and automatically. The Customer can, in case of a claim he puts in against the Seller, neither keep all or some parts of the amounts not paid, nor implement compensation without prior written approval from the Seller.

Delivery

Generally speaking the delivery is considered to be carried out in the Seller's premises, thus the products travel at the Customer's risk (Ex Works delivery, Incoterms). Unless agreed otherwise, the costs of transport shall be covered by the Customer who shall also assume overall responsibility for the transportation insurance. Delivery at installments (partial delivery) is possible only if expressly stated in the Order Confirmation. The transfer of risk is carried out as mentioned above even if the Seller takes on transportation on Customer's behalf. If the dispatch

is delayed because of the Customer, the equipment can be stored in the Seller's premises, at the Customer's expense and risk, and without any modification in terms of payment and warranty period. No claim regarding the quality or the value of the products delivered, or its nonconformity with the delivery note, shall be accepted if the Seller receives it after a time limit of eight (8) days from receipt of the products by the Customer. For any claim mentioned above, the Customer shall prove that the nonconformity of the products delivered is not the result of a carrier's fault. No product can be sent back to the Seller without his prior written consent. If the Seller accepts the return of the products or parts declared faulty, for the purpose of repair or replacement, the Customer takes on, unless otherwise stated in writing by the Seller, the expense and the risk of its transportation for the outward journey and the way back.

Warranty

A three (3) years contractual warranty is issued by the Seller on the products & services beginning from the date of shipment to the Customer, provided that the Seller's instructions, concerning storage, tests before installation and instructions for use are implemented. However, concerning the subsets supplied outside, and the components of a device which are not manufactured by the Seller, the warranty is exclusively limited to warranty of the supplier. The warranty is exclusively limited to the repair or the free replacement (according to the Seller's preferences) of the parts which have been declared faulty. The repair or replacement of the parts during the warranty period can not result in an extension of the warranty time limit. No faulty products shall be sent back to the Seller without his written consent (or of his qualified representative), and in accordance with his dispatch instructions. The warranty does not apply to the replacement and repair resulting from:

- fair wear and tear of products
- damages or accidents due to a lack of surveillance or maintenance, a faulty use not in accordance with the Seller's instructions, certain applications not suitable or technically incompatible with the products.

The opening or modification of the products, without the presence of the Seller's qualified representative or his explicit authorization, the use of spare parts not approved by the Seller, immediately stops the warranty. No compensation, on the warranty basis, is due to the Customer, for direct or indirect losses or damages resulting from the Seller's equipment operation or immobilization.

Title

It is expressly agreed that the products sold remain the property of the Seller until the Customer fully pays the price which has been set. The Customer refrains from having this equipment at his disposal until the fulfillment of this condition.

Termination

When confirmed in writing from the Customer, this Agreement can be terminated only if both parties mutually agree. Seller reserves the right to charge all costs occurred up to the date of termination of the Agreement. Seller has the right to cancel the Agreement in case the Customer does not respect the present Conditions of Sale.

Intellectual Property Rights

The Seller reserves all the intellectual property rights on all issued documents, contained or published in writing or in any electronic form. No document shall be used, forwarded or reproduced in any form without an authorization by the Seller.

Confidentiality

Except to the extent otherwise required by law, each party agrees:

- a) to prevent details and any information relating to the affairs of the other party or of this Agreement from becoming known to third parties other than its financial and legal advisers, and
- b) to maintain confidentiality of all information exchanged between the parties or provided access to by the other party, including pricing information, financial information, accounts, books and records, customer information, technical information and other proprietary knowledge held as confidential, and not to use such information or knowledge for the benefit of any third party.

Settlement of Disputes

Any dispute relative to this Agreement shall be settled amicably. All legal proceedings between the Customer and the Seller shall be subject to the laws of the Republic of Slovenia. The Court of Ljubljana shall have jurisdiction in any dispute.