These ConTiTech Slovenija Terms and Conditions of Sale apply to all sales by ConTiTech Slovenija, d.o.o., of any product.

(1) Exclusive Terms and Conditions of Sale. These ConTiTech Slovenija Terms and Conditions of Sale (the "Terms") apply to all sales by ConTiTech Slovenija, d.o.o., Slovenia (the "Seller") of any product(s) (the "Product(s)") to any buyer (the "Buyer") and are the exclusive terms and conditions of sale. Any offer by Seller to sell Products is expressly conditioned on Buyer's assent to and acquiescence in these Terms and Conditions of Sale. These terms and conditions of sale are not alterable in any respect, unless in writing signed by an officer of Seller and an authorized representative of Buyer. Any deviation, alteration, modification or suppression of these Terms and Conditions of Sale by or from Buyer is hereby objected to and rejected by Seller. Buyer accepts the Terms by receipt of the product. Any acceptance by Seller of any offer to purchase Products is expressly conditioned on Buyer's assent to and acceptance of these Terms, including all terms that are different from or in addition to any terms and conditions of the offer. Any additional, different or other terms and/or conditions contained in any purchase order or other document by or from Buyer are hereby objected to and rejected by Seller. In the event of any claim arising from the interpretation of these Terms and Conditions of Sale, the decision of Seller shall be final and binding. These Terms and Conditions of Sale shall control and take precedence over any other alleged terms and conditions.

(2) Integration. These Terms, together with the quantity, price, delivery schedule for the Product(s), the distributor agreement, if any, and all other written agreements hereto and signed by authorized representatives of Buyer and Seller, (collectively, the "Agreement"), set forth the complete, and final agreement and understanding between Seller and Buyer in respect of the subject matter hereof, and shall constitute the sole and entire agreement between the Seller and Buyer, and supersede all previous agreements, understandings, negotiations and discussions between the Seller and Buyer concerning the subject matter hereof. Buyer represents and acknowledges that Buyer is not relying upon any oral or written statement, warranty or representation of seller, its employees, agents and/or representatives not fully set forth in the Agreement.

(3) No Modification. These Terms and the other components of the Agreement shall not be amended, or modified, nor shall any party be released from any provision thereof, unless such change occurs in a single writing signed by an officer of Seller and an authorized representative of Buyer.

(4) Warranty on Seller's Product(s). Until the earlier of twelve (12) months from the date of installation of the Product or eighteen (18) months from customer's receipt of the Product, Seller warrants good and free title in the Product(s) and that the Product(s) will conform to Seller's published specifications, if any, or to such other specifications the parties have agreed upon in a single writing signed by both an officer of Seller and an authorized representative of Buyer. Seller will conform to such specifications according to established tests performed under controlled laboratory conditions and specific test requirements. These tests are intended to reflect the performance of the Product(s) under controlled laboratory conditions rather than actual use conditions. Performance of the Product(s) under actual use conditions or as a component in a finished product, may not necessarily meet the test requirements. Due to the number and variety of applications for which the Product(s) sold hereunder may be purchased and because Seller has no control over, or knowledge of, the conditions under which the Product(s) may be used by others, Seller makes no recommendation, warranty or representation as to the suitability of the Product(s) for Buyer's application, use, or in connection with any product or substance, or as to any results Buyer might obtain in Buyer's use of the Product(s). SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR IMPLIED, RESPECTING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(5) Obligation of Reseller. If Buyer distributes or resells the Product(s), Buyer represents and agrees that Buyer will cause its customer to receive and accept the Warranty and Remedy limitations set forth in paragraphs (4) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) hereon. Buyer agrees to hold harmless and indemnify Seller from and against any losses, damages and expenses from or relating to Buyer's failure to satisfy its obligations under this paragraph.

(6) No Reliance. Buyer represents and acknowledges that Buyer used its own knowledge, skill, judgment, expertise and experience in (i) the selection of the Product(s) and/or (ii) the selection, provision, or designation of any specification or set of specifications for the Product(s) agreed upon by Buyer and Seller; and Buyer represents and acknowledges that Buyer does not rely on any oral or written statements, representations, or samples made or presented by Seller, its employees, agents and/or representatives to Buyer. Buyer represents and acknowledges that Buyer does not rely on any knowledge, skill, experience or information provided by Seller, its employees, agents and/or representatives in Buyer's selection of the Product(s) or in Buyer's selection, provision or designation of any specification or set of specifications. Without limiting the foregoing, Buyer agrees that Seller shall not be liable for, and assumes all risk of, inaccurate or unsuitable specifications or information provided, selected or designated by Buyer.

(7) Limitation of Liability of Seller and Buyer's Exclusive Remedy. If Buyer claims that any Product(s) are non-conforming or defective in any way, Buyer shall give notice in writing to Seller of such claim within fifteen (15) days of Buyer becoming aware of such claim. The Buyer shall make the Product(s) available for inspection by the Seller. Upon Seller's approval, Buyer shall return the Product(s) to a location designated by Seller, at Buyer's expense. As Buyer's exclusive remedy for breach of warranty, breach under the Agreement and/or any other alleged claim related to the Product(s), Seller will make an adjustment for Product(s) it finds to be non-conforming to the warranty hereunder either by repairing Product(s) or replacing Product(s) at an adjustment price, or in lieu thereof, at Seller's sole discretion and option, Seller may refund the purchase price. In the event that a warranty provision in the other components of the Agreement provides that, for a specific Product, no adjustment shall be made after a specified period of time, Seller shall not be responsible under the terms of such warranty unless the claim is made within the required period of time. Seller's total responsibility and liability for any and all claims, losses and damages of any kind whatsoever arising out of any cause whatsoever (whether under any warranty or based in contract, negligence, other tort, strict liability, breach of warranty, other theory under law or equity or otherwise) shall not exceed the original purchase price of the non-conforming Product(s).

IN NO EVENT, SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM ANY CAUSE, Seller shall not be liable for, and Buyer assumes all liability for, any personal injury or property damage connected with the handling, transportation, or further manufacture, fabrication, assembly, or processing of the Product(s).

(8) No License. No statement contained herein shall be construed as a license to any intellectual property, a license to operate or use the Product(s) in any specific application, or as a recommendation or inducement to infringe patents or as an endorsement or recommendation for use with other manufacturers' products or systems.

(9) Price Adjustment. Prices are subject to change without notice and all such items will be billed at prices in effect at the time of shipment. Buyer will be notified of any price increase and may cancel any undelivered portion of the order by written notice to Seller provided such written notice is received by Seller not more than 10 days after your receipt of notification of the increase. Upon such cancellation, Buyer shall have no liability to Seller for the cancelled portion of the order except as to product manufactured or in process, components procured by Seller from outside sources, and special tools, equipment or single use raw materials procured for performance of this order.

(10) Ordering & Limits. Seller may discontinue any Product(s) sold hereunder at any time, unless Buyer and Seller have otherwise agreed in a writing signed by authorized representatives of both parties.

(11) Payment & Credit. Buyer will make all payments hereunder in cash, or in negotiable paper acceptable at face value in the funds and at the location indicated on Seller's invoice; late payments will interest at 1.5%/month. If Seller determines that Buyer's financial responsibility has become impaired or otherwise unsatisfactory to Seller, Seller may require proof of financial condition, advance cash payments, COD, shorter terms, and/or the posting of satisfactory security by Buyer, and may withhold shipments until Buyer complies.

(12) Taxes and Governmental Limits on Pric. All prices are subject to increase from time to time to compensate for any tax, excise or levy imposed upon the products sold, or upon the manufacture, sale, transportation or delivery of the products, including any tax, excise, levy or governmental regulation or control, or any increase in the cost of manufacture, sale or delivery. Buyer will reimburse Seller for all federal, state, local or other taxes, excises or charges associated with the manufacture, sale or delivery of the Product(s). If any government action or law should have the effect of establishing a maximum price on the Product(s) to be delivered, Buyer may, at its option and without liability to Buyer, terminate its obligation with respect to future shipments upon thirty (30) days written notice.

(13) Delays in Delivery. Seller shall not be liable or deemed in default for failure to deliver or delay in delivery due to a force majeure or any other cause beyond Seller's reasonable control. If unable to meet delivery schedules, Seller will endeavour to allocate material fairly among itself and/or its buyers, but reserves to itself final determination of the deliveries to be made. Except in the case of a force majeure, if not satisfied with Seller's performance, Buyer may at any time disconnect, remove or replace equipment, provided that Buyer records in writing all activities and events associated with the installation and removal of such equipment, and including all terms that are different from or in addition to any terms and conditions of the offer. Any additional, different or other terms and/or conditions contained in any purchase order or other document by or from Buyer are hereby objected to and rejected by Seller. Buyer shall give written notice to Seller of such disconnect, removal or replacement within ninety (90) days of such occurrence. Such disconnect, removal or replacement shall not affect any obligation of Buyer to pay for goods and services rendered or delivered prior to such occurrence.

(14) Indemnification. Seller indemnifies Buyer against all claims and demands for infringement of any EU patents by the Product(s) manufactured by Seller, the Buyer notifies Seller of any patent infringement and upon request tenders Seller the defense of the claim.

(15) Safety Information. Buyer acknowledges that Buyer has furnished to Buyer product information which includes warnings and safety and health information concerning the Product(s). Buyer represents and agrees that it will disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors and customers.

(16) Risk of Loss. Unless otherwise set forth in the Agreement, all Products sold by Seller shall be delivered FCA (Seller's location) INCOTERMS 2010. Title to the goods shall pass to Buyer upon passage of the risk of loss; provided, however, that to the extent permitted by law, until each of the goods delivered hereunder has been paid for in full, Seller shall retain title to the goods; however, all risk of loss from fire, theft, or other casualty of goods sold hereunder shall be transferred to Buyer at the time of delivery. The shipment of the Product(s) by Seller constitutes delivery of the Product(s) to Buyer and the Buyer accepts all risk of loss after that time.

(17) Application Law and Jurisdiction. Seller and Buyer agree that the Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of Republic of Slovenia. Buyer and Seller hereby consent to the exclusive jurisdiction of courts in the Republic of Slovenia for all disputes. All litigation concerning the Terms and the Agreement and/or the Product(s) shall occur only in the district court of Kranj, Republic of Slovenia, and Buyer and Seller hereby consent to exclusive jurisdiction in such court.

(18) Severability. In the event of illegality or invalidity of a provision of the Terms or the Agreement, the parties shall deem that provision stricken in its entirety; the balance of the Terms or the Agreement shall remain in full force and effect.

(19) ContiTech Slovenija, d.o.o. is a corporation organized under the laws of the Republic of Slovenia with its main office address at Škofjiška cesta 6, 4000 Kranj, Slovenia.