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 acceptance of these Terms. Buyer's acceptance of a purchase order, unless otherwise agreed in writing by Seller, shall mean Buyer's acceptance of these Terms. If Buyer disputes any of these Terms, Buyer shall return the Product(s) within five (5) days after receipt, in new and unopened package(s), f.o.r. Buyer's company's address in Slovenia, accompanied by Buyer's written statement that Buyer disputes the Terms and Conditions. Any Product(s) with Buyer's written statement of dispute shall remain Buyer's property and shall be returned to Buyer immediately upon receipt by Seller. Buyer shall pay all return transportation charges. Any Product(s) returned by Buyer in accordance with these Terms shall be treated as if it is not sold by Seller and Buyer will have no rights to such Product(s).

(2) Integration. These Terms, together with the quantity, price and delivery schedule for the Product(s), the distributor agreement, if any, and all other writings annexed hereto and signed by authorized representatives of Buyer and Seller, (collectively, the "Agreement"), set forth the complete, final and agreement understanding between Seller and Buyer in respect of the subject matter hereof, and supersede all prior oral or written agreements, understandings, representations, statements, and assurances. 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) that the Product(s) will conform to Seller's published specifications, if any exist, 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 makes no warranty, representation or guarantee as to the quality, usefulness, fitness for any purpose, or the performance or other characteristics of the Product(s) for Buyer's application, use, final product, process or combination with any other 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) (g) and (h) hereof. 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. Buyer represents and acknowledges that Buyer does not rely on any knowledge, skill, judgment, expertise and experience of 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 after 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 relating to the Product(s), Seller will make any adjustments or repairs to such Product(s) as 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 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. Buyer shall not be liable for, and Buyer assumes all liability for, any personal injury and 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 ten days after your receipt of notification of the increase. Upon such cancellation, Seller will have no liability to Buyer for the cancelled portion of the order except as to product manufactured or in process, components procured by Seller from outside sources, and special tooling, equipment or single use raw materials procured for performance of this order.

(10) Ordering & Delivery. 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 attract interest at 1.5%/month. If Seller determines that Buyer's financial responsibility has become impaired or otherwise unsatisfactory to Seller, Buyer 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 Price. 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 them, whether of a local, state, federal or other governmental jurisdiction, or of increasing 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, Seller 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 without liability. Buyer will accept, as full and complete performance by Seller, deliveries in accordance with such determinations as Seller may make. Except in the case of a force majeure, if not satisfied with Seller's determination, Buyer as its sole remedy shall have a right to terminate this contract without further obligation upon: (i) 10 days written notice; and (ii) payment for all Product received to date.

(14) Indemnification. Seller will indemnify 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 defence of the claim. Buyers who furnish specifications to Seller agree to hold Seller harmless and indemnify Seller against any claims which arise out of such specifications.

(15) Safety Information. Buyer acknowledges that Seller has furnished to Buyer product information which includes warnings and safety and health information concerning the Product(s). Buyer reads 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 in transit shall be borne by Buyer. In the event that the costs of transportation and storage, taxes and duties are to be paid by Buyer, Buyer hereby agrees that responsibility for such costs lies with Buyer and are not included in any estimated purchase production or requested date(s) for the Product(s). Seller is not obligated to produce, deliver or ship the Product(s) by the estimated shipment, production or requested date(s). Buyer hereby agrees that unless Buyer notifies Seller in writing within ninety (90) calendar days of shipment, there shall be a presumption that Product(s) conforming to the goods ordered were received by Buyer.

(17) Application and Law. Buyer and Seller agree that the Terms and the Agreement shall be governed by and construed in accordance with the laws of Republic of Slovenia. Buyer and Seller agree that the arbitration clause contained herein is a material inducement to the execution of this Agreement. With respect to any arbitrations, Buyer and Seller agree that they will not assert or urge that the enforcement of this arbitration clause is invalid, unauthorized, or unenforceable. All obligations of Seller under this Agreement are obligations of Seller's parent company, CONTITECH SLOVENIJA, D.O.O.

(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 and the Agreement shall remain in full force and effect.

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