

GENERALS TERMS AND CONDITIONS OF PURCHASE

1 GENERAL

- 1.1 General Terms and Conditions of Purchase of the company ebm-papst Slovenija shall apply exclusively unless otherwise stipulated in our orders. Contradicting conditions stipulated by the supplier shall not be binding upon ebm-papst Slovenija, even if ebm-papst Slovenija does not expressly object to those conditions or if we accept the delivery without making reservations. These Terms and Conditions are further valid in case if the company accepts or pays for the goods or services of a supplier in spite of the fact that the company has knowledge of eventual different general conditions of the supplier.
- 1.2 The General terms and conditions of purchase apply to all orders of goods, tools and services placed by ebm-papst Slovenija.
- 1.3 If individual provisions of these Terms and Conditions should be or become ineffective, the validity of the other provisions shall not be affected thereby.
- 1.4 The Supplier has read the Terms and Conditions and its signature is a confirmation of their understanding and acceptance in full.
- 1.5 The General Terms and Conditions are a constituent part of orders and take effect on the date they are signed by the supplier and in no case later than on the day an order is accepted or a supply contract is signed by the Supplier.
- 1.6 These General Terms constitute a legal basis for making legal transactions between suppliers and ebm-papst Slovenija for the purchase of equipment material, products and services.

2 ORDER AND ORDER CONFIRMATION

- 2.1 Orders, call-offs and their changes and supplements to them shall be made in written or electronic form, otherwise they are not binding. If a written order confirmation is not received by ebm-papst Slovenija within a period of five (5) business days from the order date, it is assumed that the supplier has confirmed the date of delivery.
- 2.2 The supplier shall approve and accept the orders in writing. When the supplier accepts the order, the deal is made and becomes binding for both parties and the general terms and conditions of purchase become a constituent part of the order.
- 2.3 The Supplier shall be obliged to supply the goods or service in accordance with the received order or contract. Any deviations from the terms and conditions of the order shall not be allowed without the prior written consent from ebm-papst Slovenija.
- 2.4 We shall be entitled, even after conclusion of the contract, to demand changes in the contractual object to the extent that the supplier can reasonably be expected to accept them. ebm-papst Slovenija shall be entitled to demand a change in the terms of the order which shall include specification (drawings, structural changes,...), date of delivery, place of delivery, method of transport and quantity of the ordered goods or services, provided that it has good reasons for doing so. In such case, the Supplier shall be entitled and obliged to inform ebm-papst Slovenija on potential additional costs, delays in delivery and similar. The effects of such contractual changes, especially with respect to any increase or reduction in costs and any postponement of delivery dates, shall be considered by both parties. Both parties shall agree in writing on the amended terms of the order.
- 2.5 In the case of recalls, the suppliers shall be obliged to confirm them within three (3) business days; otherwise, it shall be deemed that they agree to the terms of the recall, unless ebm-papst Slovenija and the

Supplier agreed on fixed deadlines for the deliveries, in which case the recalls need not to be confirmed.

- 2.6 A cancellation of order on the part of the ebm-papst Slovenija shall be deemed as made in due time if sent to the Supplier before ebm-papst Slovenija received the conformation of order by the Supplier. The Supplier shall be obliged to try and reduce the costs arising from the cancellation of order after receiving the cancellation of order.
- 2.7 As a result of any failure to fulfil the terms and conditions laid down in these General terms of purchase, ebm-papst Slovenija may, by means of a written notice, cancel the order without any obligation to the supplier.

3 BLANKET ORDERS AND DELIVERY SCHEDULES

- 3.1 For longer term planning, ebm-papst Slovenija shall place blanket orders or delivery schedule contracts based on rolling demand forecasts which shall be regularly sent to the Supplier. The binding effect of our orders is based on separate master agreements, delivery schedules and the corresponding call-offs which are agreed with the Supplier.
- 3.2 Unless shorter deadlines have been agreed elsewhere, the call-offs shall become binding at the latest when the supplier does not contradicts in writing within three (3) days of receipt.
- 3.3 Orders shall become binding if within five days the supplier neither contradicts in writing nor sends a deviating order confirmation.

4 ORDER NUMBER, SUPPLIER NUMBER, ITEM NUMBER

- 4.1 In order confirmations, invoices, delivery notes and other document, including any electronic communication, our complete order number, purchase group, supplier number, and material and drawing numbers shall be given for each purchase item and each service. In case this information is missing, we shall reserve the right to reject deliveries and invoices.

5 DESCRIPTION OF PERFORMANCE

- 5.1 The supplier shall manufacture the contractual product or perform the agreed service in accordance with the technical and/or other documents.
- 5.2 The supplier shall be fully responsible for the manufacturing of tools, devices and other operating resources to the extent that these are required for manufacturing the contractual product, even it has them manufactured by third parties. The supplier shall store and deploy the tools on behalf and according to instructions of ebm-papst Slovenija. Ownership of the tools, parts of tools and other operating sources shall pass to ebm-papst Slovenija upon full payment. The supplier shall prepare a complete documentation of the tools and make it available to the ebm-papst Slovenija in form to be agreed.
- 5.3 Any documents (sketches, drawings, samples, models,...) pertaining to the order shall be binding upon the supplier; However the supplier shall examine such documents for discrepancies without delay and in a professional manner and immediately notify ebm-papst Slovenija in writing of any discovered or presumed errors.
- 5.4 Any documents (sketches, drawings, samples, models,...) and information delivered or paid by ebm-papst Slovenija shall remain a property of ebm-papst Slovenija. They shall not be used for deliveries to third parties without written consent from ebm-papst Slovenija. Sub-suppliers shall be subjected to equivalent obligations.

6 COMPLIANCE WITH LAWS AND STANDARDS

- 6.1 By accepting an order, the supplier agrees to comply with all relevant statutory provisions applicable in the country of manufacturing and sale. These include all safety and environmental regulations, including the handling of hazardous substances, electricity and electromagnetism (Deca BDE, REACH, ROHS,...).
- 6.2 If the supplier has the contractual product or parts thereof manufactured by third parties, the provisions of 6.1. shall apply correspondingly. The supplier shall be responsible to ebmpapst Slovenija for the compliance with the mentioned provisions of the supplier's sub-suppliers and other third parties used by the supplier to fulfil its contractual obligations.
- 6.3 In case of disregard of the above rules, the supplier shall be obliged to refund us for any costs, losses and other disadvantages arising therefrom. Disregard of the above rules shall entitle ebmpapst Slovenija to extraordinary termination of the contract by applying legal sections.

7 PACKAGING

- 7.1 Unless agreed otherwise, any necessary packaging materials shall be provided by the supplier on the basis of the packaging instructions sent to the supplier.
- 7.2 The supplier shall also, unless otherwise agreed, package the goods, tools, ... professionally mark and deliver them as customary in trade or, on request of ebmpapst Slovenija, produce and present ebmpapst Slovenija a proposal of packaging and labelling, which ebmpapst Slovenija shall confirm in advance. The supplier shall be liable for any damage due to inadequate or inappropriate packaging.

8 DELIVERY, PASSING OF RISK, PLACE OF ACCEPTANCE

- 8.1 The supplier shall be obliged to supply the goods in accordance with the received order or contract. Any deviations from the terms and conditions of the order shall not be allowed without prior written consent of ebmpapst Slovenija.
ebmpapst Slovenija may refuse goods that have not been delivered in accordance with the order at the cost of the supplier.
- 8.2 It shall be deemed that the goods have arrived in time if they are delivered to the location specified in the order by ebmpapst Slovenija.
- 8.3 The risk of destruction and damaging of goods shall pass to ebmpapst Slovenija when the goods are accepted at the agreed place of performance or in the moment as the goods are taken in by the company or by its authorized representative on an agreed place of acceptance, specified by ebmpapst Slovenija. In case of services, the risk of destruction or damage shall be transferred on the day of accepting the service. If INCOTERMS deviating from this have been agreed for the deliveries, the risk shall be subject to the provisions of that clause.
- 8.4 If the supplier does not prove otherwise, the data as determined by the incoming control of the company apply for quantity, weight and dimensions.
- 8.5 Each delivery shall be accompanied by a delivery note or packing slip complying with the requirements indicated in clause 4. In case these are missing, ebmpapst Slovenija shall reserve the right to reject the delivery if we cannot be reasonably expected to accept it. If any deliveries not accepted by ebmpapst Slovenija or any faulty goods are sent back, the return transport shall be charged to the supplier's risk and expense. The value of the return shipment shall be charged to the supplier. This shall not place ebmpapst Slovenija in default of acceptance.

9 PRICES, TRANSPORT INSURANCE, AND TERMS OF PAYMENT

- 9.1 If not otherwise determined, price includes all costs and taxes.
- 9.2 Transport insurance shall be covered by representative transporter.

- 9.3 Immediately upon delivery, invoices shall be submitted to ebmpapst Slovenija in duplicate, separately from the delivered item and separately for each other.
- 9.4 Terms of payment are agreed with the supplier and shall be written on the order. Unless agreed otherwise, ebmpapst Slovenija shall make payment net within thirty (30) days from receipt of the goods and the invoice.
Payment shall be effected subject to invoice checking and subject to the complete delivery of the goods or the complete performance of the service.
Payment from ebmpapst Slovenija shall not be a confirmation of the fulfilment of the supplier's contractual obligations. In case there are failures detected in goods/service, company may withhold payment of a proportional invoice amount until said failures are eliminated resp. a final agreement is made with the supplier.
- 9.5 The supplier shall be obliged to refund any overpayment to ebmpapst Slovenija.

10 DELIVERY DEADLINE AND DELAY

- 10.1 All delivery dates agreed or indicated by us pursuant to section 447. – 451. Code of obligations shall be binding. Premature deliveries shall be admissible only with express approval of ebmpapst Slovenija. In the event of delivery earlier than agreed, we reserve the right to return it at the supplier's expense. Where an early delivery is not returned, the goods shall be stored by us until the agreed delivery date at the supplier's expense and risk. In the event of early delivery, we reserve the right to make payment only on the agreed due date. The supplier shall immediately notify ebmpapst Slovenija in writing of any delay in delivery, indicating the reasons and the duration of the delay. The supplier shall be obliged to immediately notify ebmpapst Slovenija of any problems with delivery dates before they become imminent and provide suggestions for remedial action.
- 10.2 To the extent that this is helpful, ebmpapst Slovenija shall be entitled to contact the supplier's sub-supplier to prevent any imminent delay in delivery.
- 10.3 The supplier may not plead a failure on part of ebmpapst Slovenija to deliver any required documents, data, supplies etc. unless the supplier has reminded ebmpapst Slovenija in good time in writing to provide them but has not received them within an appropriate period of time.
- 10.4 If the agreed delivery deadlines are not complied with, ebmpapst Slovenija shall be entitled to a penalty of 0,5 % of the order value for each day of delay, up to of a maximum of 20% of the order value, unless the supplier is not responsible for the delay. Any delay of the supplier's sub-suppliers is part of the supplier's risk. The statutory claims based on the delay in delivery shall remain unaffected.
- 10.5 Additional expenses incurred for an accelerated transport which is required to comply with delivery deadlines shall be borne by the supplier if this is necessary to avoid higher damages for delay.
- 10.6 Force majeure, industrial disputes, operating interruptions for which ebmpapst Slovenija is not responsible, measures taken by public authorities, and other unavoidable events shall entitle ebmpapst Slovenija – without prejudice to our other rights – to withdraw from the contract wholly or in part, provided that such interruptions are not of a negligible duration and result in a substantial reduction of our demand or that the performance is no longer exploitable in a way which is reasonably acceptable for us in economic terms.

11 QUALITY, PROCEDURES FOR PRODUCTION AND PRODUCT APPROVAL

- 11.1 The supplier shall be obliged to ensure the quality of the materials and pre-products required to manufacture the contractual product by taking

appropriate measures in accordance with QM ISO 9001 and ISO 14000 or similar QM regulations.

- 11.2 In manufacturing the contractual products for delivery to ebm-papst Slovenija, the supplier shall comply with the QM standards mentioned in 11.1. and confirm to us in writing the acknowledgement of such standards. The supplier shall be responsible for the quality of the goods delivered and/or manufactured by the supplier without exception, even if ebm-papst Slovenija offers or renders assistance to the supplier.
- 11.3 Changes in the contractual object, the material used, production and test procedures, shall not be permissible without prior written consent.
- 11.4 If requested by ebm-papst Slovenija, the supplier shall, as part of the product approval procedure pursuant to the QM standards mentioned in 11.1., submit initial samples from serial tools on time for inspection, together with all required documents.
- 11.5 ebm-papst Slovenija and/or her customers shall be entitled to audit the supplier's quality management system at the supplier's premises.
- The notion of checking the quality of process includes the verification of production, machine capacity, devices and tools at the supplier under serial conditions in accordance with requirements of ebm-papst Slovenija. The supplier shall prove the compliance of the products by means of valid documents signed by ebm-papst Slovenija and the Supplier.
- If so requested by ebm-papst Slovenija, the Supplier shall be obliged to submit all documents concerning the supervision of the quality of supplied goods. The supplier undertakes to keep the documents on the supervision of the quality of at least five (5) years of each or the last delivery of goods in accordance with the legal provisions.
- 11.6 Apart from this, the supplier shall comply with the state of the art in science and technology, the safety regulations, and the agreed technical data. With respect to materials which, based on laws, regulations, other provisions, or due to their composition or their environmental impact, require special packaging, shipment, storage, usage or disposal, the contractor shall submit with its offer a completely filled-in safety data sheet and appropriate ADR transport instruction if it is necessary.
- In case of changes in the materials or the legal situation, the supplier shall submit updated data and procedures sheets without further request.
- 11.7 The supplier shall be obliged to enable ebm-papst Slovenija to check the quality of production process or service provision process prior to delivery when the goods/services are delivered for the first time, when the goods/services are delivered under a new product code, when goods have been produced or services provided under the supplier's changed terms and conditions.
- 11.8 The Supplier will implement and maintain a Quality Management System and carry out measures for ensuring quality in accordance with the Quality agreement.

12 PROVISIONS OF ITEMS

- 12.1 The supplier shall be liable for any damage, loss or misuse of provided items for which the supplier is responsible. If any provided parts or materials are not processed in conformity with the contract, the supplier shall, irrespective of other claims, compensate ebm-papst Slovenija not only for the cost of the provided parts and their procurement, but also for the value of the finished contractual products unless the supplier proves that the loss incurred by ebm-papst Slovenija is smaller.
- 12.2 ebm-papst Slovenija reserve an extended retention of title with respect to any provided parts and manufacturing facilities, including but not limited to tools, moulds and other capital equipment, as well as services. These include also manufacturing facilities and services which are procured by the supplier itself for producing the contractual product or

the service, but are paid by ebm-papst Slovenija. Products and services shall continue to be owned by ebm-papst Slovenija at any processing stage.

- 12.3 With respect to the processing of items owned by third parties, we shall be entitled to pro-rata co-ownership of the newly manufactured item based on the value of the item supplied by us in relation to the total value of all items used for manufacturing plus the expenses incurred by the supplier.
- 12.4 Manufacturing facilities, materials, tools, machinery, equipment and auxiliary means owned by ebm-papst Slovenija are intended exclusively for use on behalf of ebm-papst Slovenija and shall at all times be kept in an operable condition and maintained by the supplier and insured at replacement value against loss by fire, water and theft at the supplier's own expense. The objects shall be labelled as property of ebm-papst Slovenija.
- 12.5 ebm-papst Slovenija shall be entitled at any time to demand the return of some or all of the parts or manufacturing facilities. If we instruct such return to take place, the supplier shall be obliged to carry out this instruction without delay and at first request. The supplier shall be entitled to reimbursement of any associated necessary costs of transport, freight and packaging.
- 12.6 The supplier shall be obliged to take out appropriate insurance, which shall cover potential damage claims of final buyers against the supplier arising from product liability. Upon the request of ebm-papst Slovenija, the supplier shall be obliged to submit such insurance policy for inspection.

13 WARRANTY AND NOTICE OF DEFECT

- 13.1 The supplier shall be liable subject to the provisions of law unless otherwise agreed below. The supplier shall warrant the careful and appropriate performance of the contract, particularly the compliance with the stipulated specifications and other rules of execution according to the state of the art in the science and technology, as well as the quality and usefulness of the delivery with respect to material, design and execution, and of the documents pertaining to the delivery (operating instructions, drawings, plans, etc.). The stipulated specifications shall be considered as guaranteed properties of the delivery or performance.
- 13.2 The supplier's exclusive responsibility for the freedom of the contractual objects from defects shall not be limited by any official approval of drawings, calculations, and other technical documents. The same shall apply with respect to instructions, suggestions and recommendations of ebm-papst Slovenija, unless the supplier objects in good time and in writing.
- 13.3 A notice of defect shall be considered to be given in time if it is given, in case of externally visible defects, within 8 working days from receipt of the goods or, in case of hidden defects, within 8 working days from discovery of the defect by ebm-papst Slovenija or from notice being given by our customers. Defects which cannot be discovered by taking samples shall be considered as hidden defects.
- 13.4 If the removal of defect or the substitute delivery fail, ebm-papst Slovenija shall, after the expiration of an adequate period of time defined by ebm-papst Slovenija, be entitled, in addition to the statutory claims, to remove the defect ourselves, or to have it removed by third parties, at the supplier's expense in order to prevent acute dangers or to avoid greater damages.
- 13.5 Return of rejected goods shall on principle be made "freight forward", redebiting the supplier with the invoiced value of the goods.
- 13.6 Claims for defects in quality shall be subject to a limitation period of 36 months from delivery to ebm-papst Slovenija. For delivered parts which are replaced or repaired based on claims for defect, the period of

limitation shall begin anew when the supplier has fully met our claims for subsequent performance.

- 13.7 As part and within the limits, of its statutory or contractual liability, the supplier shall be obliged to refund us for any costs arising in connection with a defect in quality, including those that are legitimately invoiced to us by our customers. In particular, such costs include the costs arising when tracing faults, removing defective parts, and installing replacement parts, as well as any costs for expert opinions, shipping and sorting. In addition, the supplier shall pay for losses arising from business interruption at our own or our customers' operations, loss of profit, and other damages, if the loss has been caused by the defect of the contractual object for which the supplier is responsible.
- 13.8 In case of defects in title, the supplier shall indemnify us from any third-party claims. This shall not apply to the extent that the supplier is not at fault. Claims for defect in title shall also be subject to a limitation period of 36 months. In case of defects in title the supplier shall ensure that position of ebm-papst Slovenija towards third parties is such as the supply was free of defects in title.
- 13.9 In case of any alleged or actual imperfection or material defects the supplier will make all the necessary actions to immediately notify ebm-papst Slovenija to prevent/limit any subsequent damages.

14 CONFIDENTIALITY

- 14.1 The parties undertake to treat as business secrets all nonobvious commercial and technical details which become known to them through the business relationship, regardless of the type of transmission. Any drawings, models, samples, tools, and production resources provided to the supplier or produced by the supplier according to our specifications shall be treated as confidential and must not be disclosed to third parties without our prior written consent. The supplier shall not mention the business relationship in advertising without our express prior approval.

15 THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

- 15.1 The supplier shall be responsible for ensuring that no national or international rights of third parties, in particular intellectual property rights such as patents, trademarks, copyrights or utility models, are infringed in the context of delivering and using the contract product.
- 15.2 If the supplier holds the intellectual property rights concerning the application of the contractual product delivered by the supplier shall grant to ebm-papst Slovenija a right to co-use its intellectual property rights to the extent of the delivered contractual product, where this is required to accomplish the contractual purpose.
- 15.3 Products, technological processes, technical solutions and other know-how related to the product are considered the intellectual property of ebm-papst Slovenija which is why the supplier shall not be allowed to forward or supply to third persons without prior written approval of ebm-papst Slovenija.

16 LIABILITY, PRODUCT LIABILITY, IDEMNIFICATION

- 16.1 To the extent that the delivery or performance is defective, and to the extent that the supplier violate any contractual obligations of diligence, care, information, or other obligations or fails to meet binding deadlines (violations of contract), the supplier shall be liable to ebm-papst Slovenija for any losses resulting therefrom, without any necessity for additional evidence on the merits apart from evidence for the objective violation of duty, the casual connection with the loss, and the amount of the loss.
- 16.2 To the extent that, pursuant to the provisions of law, the supplier's liability depends on it being responsible for the violation of contract, the supplier may free itself from liability by proving that it is not at fault. The supplier shall be responsible for faults of its vicarious agents and sub-

suppliers in the same way as for its own faults. In that case, the supplier may not free itself from liability merely by proving that it has properly selected and supervised its vicarious agents and sub-suppliers.

- 16.3 To the extent that the supplier is liable, it shall indemnify ebm-papst Slovenija against any corresponding third-party claims.
- 16.4 In case of product-liability claims against us, the supplier shall be obliged to indemnify ebm-papst Slovenija against such claims if and to the extent that the loss was caused by a defect in the contractual object delivered by the supplier and to the extent that the supplier would be liable itself in an external relationship. In such cases, the supplier shall bear all costs and expenses, including the costs of any legal action both at home and abroad.
- 16.5 Before initiating a recall which is wholly or partly the consequence of a defect in the contractual object delivered by the supplier, ebm-papst Slovenija shall notify the supplier, give it an opportunity to collaborate with ebm-papst Slovenija, and exchange with it views concerning an efficient implementation unless notifying or involving the supplier is impossible due to the special urgency of the matter, or not reasonably acceptable to us in view of the overall circumstances. To the extent that a recall is a consequence of a defect in the contractual object delivered by the supplier, the supplier shall bear the cost of the recall. If the supplier has caused the damage, it shall indemnify ebm-papst Slovenija from all costs, expenses and damages.
- 16.6 To any compensation of damages between ebm-papst Slovenija and the supplier shall apply section 168. - 171. of Code of Obligations.

17 TRANSFERABILITY AND TERMINATION OF THE CONTRACT

- 17.1 Any transfer of rights and obligations arising from the contractual relationship shall require prior written consent from ebm-papst Slovenija.
- 17.2 ebm-papst Slovenija is entitled, without prejudice to other termination or withdrawal rights, to terminate the contract or to withdraw from the contract wholly or in part if the supplier's creditworthiness or supply capability deteriorates in such a way that the fulfilment of the contract appears to be at risk, if the supplier stops its payment, and/or if insolvency proceedings against the supplier are opened or refused to be opened for insufficiency of assets.
- 17.3 ebm-papst Slovenija is a signatory company of the declaration of fair business on the basis of which it is committed to include in its business so called "anti-corruption clause". In accordance to this clause, every contract in relation to which corruption occurs and which affect to the behavior of the parties, is invalid. The contract-loyal party can resign that kind of contract before the expiry of its validity with immediate effect and without any further obligations if turns out that the implementation or monitoring of the implementation of this contract led to corruption.
- 17.4 If the supplier is uncompetitive according to price, quantity, schedule, ebm-papst Slovenija reserves the right to terminate the contract, and within 15 days, the return of all things owned by ebm-papst Slovenija (tools, documentation, control tools, devices, machines..)

In case of contract termination the supplier shall still fulfil all valid orders in the period of notice.

18 FUTURE DIFFERENCES

- 18.1 These general terms are valid until they are changed. The supplier is obliged to track/check the changes in terms on <http://www.ydria-motors.si>.
- 18.2 ebm-papst Slovenija and the supplier will endeavor to resolve any disputes consensual.
- 18.3 In case of reorganization of the status of the supplier's company, the change in ownership, its merger to another company or if it acquires another company, the supplier is obliged to inform ebm-papst Slovenija

on this matter within seven days after the entry in the court register. All obligations shall remain unaltered.

- 18.4 All letters of communication shall include the number of the order and their correlation to previous correspondence. All questions shall be addressed to the ebm-papst Slovenija.

In case if there will be no agreement between parties; any disputes arising from business relationship between the supplier and ebm-papst Slovenija shall be resolved by the competent Slovene court of local jurisdiction.

- 18.5 These 'General Terms and Condition of Purchase' are written in two languages. Slovenian version is applied in case of potential disaccord/discrepancies.

- 18.6 In case of contradictions between them, the different contractual documents shall be applied in the following hierarchical order:

- a) Individual orders
- b) Delivery schedule call-offs
- c) General Terms and Conditions of Purchase of ebm-papst Slovenija

19 INTERNATIONAL CONTRACTS OF PURCHASE

- 19.1 Cross-border delivery contracts shall be subject to the provisions of the uniform United Nations Convention on Contracts for the International Sale of Goods (CISG) unless provided for otherwise in these General Terms and Conditions of Purchase and the individual orders and call-offs.

- 19.2 For filling any gaps as defined by Art. 7 (2) CISG, regard shall be had to the provisions of these General Terms and Conditions of Purchase and, on subsidiary basis, the substantive law of Republic of Slovenia.

20 PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW

- 20.1 The place of performance for the delivery shall be the delivery address indicated in order of ebm-papst Slovenija. Unless the order provides differently, the Supplier's place of establishment shall be the place of performance of the supply or service and payment.

- 20.2 Any disputes arising from the business relationship between the Supplier and ebm-papst Slovenija shall be resolved by the competent Slovene court of local jurisdiction at the registered office of ebm-papst Slovenija. The dispute shall be resolved by applying the Slovene legislation.

- 20.3 Everything that is not determined by these General Terms and Conditions of Purchase shall apply mutatis mutandis and/or according to the provisions from the Code of Obligations and other legal or implementing regulations, as well as INCOTERMS 2010.

Podskrajnik, 2017