

# L-Tek d.o.o.'s General Terms and Conditions

## 1. GENERAL PROVISIONS

Under these provisions, L-Tek d.o.o. (hereinafter referred to as the **Contractor**) determines the conditions under which the company provides its services for the customer (hereinafter the **Client**). The General Terms and Conditions for the provision of services (hereinafter referred to as the **General Conditions**) define the general conditions for the provision of services. These general terms and conditions apply to all services provided by the Contractor.

By confirming an order, the Client confirms that he is acquainted with the entire content of L-Tek d.o.o.'s General Conditions, that he understands them, and fully accepts them.

The Contractor is entitled to change the provisions of these General Conditions without prior notice, including changes in the prices of individual services, the date of the change being its publication on the company's official website [www.l-tek.com](http://www.l-tek.com). The Client is obliged to monitor the contractor's website on a weekly basis regarding possible changes to the General Conditions, as these changes take effect within 15 days of publication, and the business relationship continues under these changed terms and conditions.

## 2. DATA PROTECTION

The Contractor shall protect all information received from the Client as part of a Non-Disclosure Agreement (NDA), but shall have the authority to use this information to the benefit of the Client.

Trade secrets shall remain the property of the contracting party which discloses them, and shall, upon request, return all trade secrets to the other contracting party in tangible form, or destroy all such trade secrets and, at the request of the other party, confirm their destruction in writing.

## 3. PRICES AND QUANTITIES

Prices are valid for Ex Works (EXW) Šentjernej, Slovenia. All prices are in EUR and do not include value added tax. VAT is paid in accordance with current regulations. The quantities of products are provided in the Client's order. In the event that the minimum order quantity of components (MOQ) is greater than the quantity required and cannot be used by the Contractor in other projects, surpluses will be charged to the Client who has been notified of the MOQ as described in the third point of these General Conditions upon delivery of the products.

The prices for the services provided and the components supplied are determined by the offer or agreed to under the contract.

The Contractor reserves the right to change the price in the event of significant changes in the purchasing market or in the event of significant changes to the specifications of the offered product. In this event, the Contractor will inform the Client of the reasons for changing the price and what the new price is. Based on this information, the Client may confirm the new price and manufacture or cancel this order, as stated in this point.

In the event of a change in the product specification or in the event of termination of cooperation, the Client undertakes to purchase all materials that remain in stock and the which the Contractor is unable to use on other projects during the current year. The Client also agrees that a change in production data may change the price of the product.

The Contractor shall under no circumstance assume responsibility for the risk of changes in market prices or currency fluctuations.

The Client agrees to purchase from the Contractor all the equipment and materials that will be stored in the Contractor's warehouses as surplus (unsaleable material) for the following reasons:

- due to the Client's changed or cancelled orders;
- the tally of materials has been modified (BOM – Bill of Materials);
- surplus material due to minimum order quantities (MOQ).

Material is considered unsaleable if it remains in storage for more than one year from the date of purchase.

## 4. ORDERS

An order for a service or product is considered to be the receipt of an order in the form of a purchase order, confirmation e-mail, or fax. After receiving the order, it is not possible to cancel (NCNR – Non-Cancellable Non-Returnable) without prior agreement. In the event of order cancellation, the Client will arrange for the use or purchase of the material, which was procured by the Contractor for the cancelled order, as described in point 3 of this document.

## 5. DELIVERY TIMES

Delivery times depend on the delivery times of the components and materials and may change according to changes in delivery times for the components and materials or due to force majeure.

The delivery period shall commence on the following dates at the latest:

- a) date of order confirmation;
- b) date of fulfilment of all technical, commercial and other requirements incumbent upon the Client;
- c) date on which the Contractor receives an advance payment or security that needs to be provided before delivery of the goods.

Any liability the Contractor has to the Client or a third party if a product was not delivered within the agreed time due to delays in delivery of materials by suppliers or due to force majeure is expressly excluded.

A force majeure is a phenomenon that cannot be predicted or prevented, in particular: lightning strikes, sleet, storms, floods, earthquakes, fires, epidemics, martial law, quarantine restrictions, trade blockades, or specific measures enforced by the authorities.

## 6. PAYMENT TERMS

Payment terms are indicated in the offer or agreed to under a specific contract. The Client makes payments to the Contractor's bank account. In the event of late payment, the Contractor shall charge default interest in accordance with the law and use all available methods of recovery. Unless otherwise stated, the payment period is 30 days after delivery of the product (NET30). The buyer shall not be entitled to retain or offset payments on the account of warranty claims or other counterclaims. Until the Client settles all obligations, the product remains the property of the Contractor.

## 7. WARRANTIES AND GUARANTEES

The Contractor provides a one-year (1 year) warranty from the date of product acceptance. However, components and materials are warranted by suppliers and manufacturers.

The Contractor is not responsible for functional deficiencies that have not been detected by the agreed functional testing procedure. The Contractor shall also not be liable for defects resulting from the design of the product by the Client or the components and materials specified, approved or supplied by the Client.

In the event of requesting a refund, the Client is obliged to submit a complaint to the Contractor in written form and submit the defected products together with the complaint report. The Contractor is not obliged to consider refunds where there are obvious signs of damage to or repairs on the product by unauthorized persons.

In the event of poor or incorrect performance of services, the Contractor undertakes to repair the defected products or, if this is not possible, will refund the purchase price for the product in question, but up to a maximum of 100% of the charged value of the product, the defect of which has been deemed the responsibility of the Contractor. In no event does the Contractor cover the additional costs incurred as a result of the complaint by the Client or a third party or the Client's end-user. This also applies to the costs of customs, transport, etc. The Contractor shall settle all matters relating to the warranty exclusively with the Client.

The Contractor does not guarantee the safety of the products in use to the Client and third parties. In the event of a complaint regarding materials and components, the Client is obliged to provide all professional assistance, information obtained related to the use of the product when identifying the defect, and the necessary infrastructure to eliminate the defect.

In case that the Client and the Contractor agree to use materials from an unverified source, the Contractor does not provide a guarantee for its services under this point. Materials from an unverified source are considered to be materials from unverified suppliers, from gray market or from so-called brokers.

## 8. PACKAGING AND LABELLING

The Contractor must pack all products in antistatic bubble bags and place them in large cardboard boxes suitable for transport in a covered vehicle or as agreed to under a specific contract.

The Contractor will label the products with a sticker that will clearly show the quantity, product and lot number, or the labels will include the information specified under a specific contract. Any deviation of the received quantity from the quantity written on the delivery note and mechanical (visual) suitability of the products have to be checked and confirmed by the Client upon receipt or no later than within 8 days from the receipt of the products. The Contractor is not obliged to consider any subsequent complaints regarding the received quantity.

## 9. RoHS IN REACH

The Client is obliged to provide a tally of components that comply with European regulations. The Contractor must produce the products in accordance with European regulations and requirements.

## 10. EXPORT CLAUSE

The Client explicitly and without any limitation declares that he complies with the Slovenian Dual-Use Export Control Act (ZNIBDR) (Official Gazette RS No. 37/2004 and 8/2010) and with the related US and EU export laws and regulations.

The Client must in particular verify and guarantee that

- goods specified under a goods and serviced contract are not intended for use in connection with military equipment, nuclear technology or weapons;
- he does not supply products to military customers.

The Client confirms that he will consult the Contractor in the following cases before performing the transaction if:

- the Client has information that any of the products listed above will be exported or re-exported to any embargoed countries or countries which support terrorism (e.g. Cuba, Iran, Syria, Sudan, North Korea);
- the products listed above will be shipped to companies, organizations or persons listed on the applicable US or national lists at the time of the transaction.

## 11. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights pertaining to technological solutions, inventions or inventions necessary to execute the order to the Client are the property of the Contractor. The Contractor is free to use these technological solutions as he wishes.

## 12. GENERAL INFORMATION

If individual provisions of this document or of these conditions are invalid, this shall not affect the validity of the document's remaining provisions. In the event of an invalid or inexecutable provision, the contracting parties shall replace it with a valid provision that approximates its intended purpose, content, and the purpose of the contracting parties.

## 13. LEGAL PROTECTION

The parties shall first attempt to settle any disputes by mutual agreement. In the event that an agreement cannot be reached, the dispute will be settled by the District Court of Novo mesto.

Radko Luzar, CEO

