

# **GENERAL PURCHASE CONDITIONS**

**Version 8, valid from 26/03/2025**

## **1. Validity:**

The present general purchase conditions (henceforth: General conditions) shall be valid for all transactions concluded by the Impol Group (henceforth: Ordering party) with suppliers, contractors or vendors (henceforth: Suppliers) for the purchase of equipment, material, products or services (henceforth: Goods or Service). The present General conditions are an integral part of all transactions concluded between the Ordering party and the Supplier. In case of deviations between these General conditions and the provisions in the contract, the provisions in the contracts shall apply.

The present General conditions shall have precedence over eventual general and special conditions of the Supplier or they shall exclude them. The general and special conditions of the Supplier shall bind the Ordering party only in case of express written agreement.

The Supplier may at any time view the General conditions on the Ordering party's website: [www.impol.si](http://www.impol.si).

## **2. Transaction conclusion and amendment:**

Transactions and their amendments shall be concluded in written form. The Ordering party shall confirm eventual oral agreements in written form, otherwise they shall not apply.

The Supplier shall be liable to confirm in writing the Ordering party's order within 7 days from its receipt. Should the Supplier fail to do so in the specified period of time, the Ordering party shall have the right to cancel the order in the subsequent 7 days, otherwise the order shall be deemed as accepted, even though the Supplier failed to confirm it in writing.

## **3. Prices:**

The prices indicated in each individual transaction are fixed and binding, and they may be not modified without the Ordering party's written consent. In case of aluminium supply, the prices shall be set in accordance with agreement and it shall be sufficient that the contract defines only the formula for setting or calculating the price and not the final price.

If not otherwise agreed by an individual transaction or contract, the price under the DDP clause (Incoterms 2020) shall apply.

## **4. Delivery date and contractual penalty for delay in delivery:**

The delivery date shall be specified with each individual transaction or contract. The delivery date shall be binding and may be amended only by the Ordering party's written consent.

In case that the Supplier is unable to deliver the Goods in the agreed period of time due to force majeure, the Supplier shall offer the Ordering party a new delivery date. If the new delivery date is not convenient to the Ordering party, the Ordering party shall reserve the right to partially or entirely cancel the order and request the reimbursement of the costs and damage that may be incurred.

Partial deliveries of the ordered Goods shall be allowed only with a prior written consent by the Ordering party.

Should the Supplier be late in delivering the Goods, the Ordering party shall have the right at its own discretion to withdraw from the contract without notice or to charge the Supplier a contractual penalty amounting to 0.5% of the contract value for each started calendar day of delay, however, not more than 10% of the final contract value. If the damage incurred by the Ordering party is greater than the contractual penalty, the Ordering party shall also have the right to request the difference up to the full compensation for damage.

In case of early delivery, the Ordering party may refuse to accept the Goods.

#### **5. Contractual volume:**

Deliveries may deviate from the contractually agreed volume by no more than +/-2% of the contractually agreed volume.

#### **6. Physical takeover of Goods:**

The Ordering party (excluding Rondal, d. o. o.) shall carry out the acceptance of the Goods at its headquarters from Monday to Thursday, between 6.00 and 15.00, and between 6.00 and 13.00 every Friday. Rondal, d. o. o. shall carry out the acceptance of Goods at its headquarters every day from 6.00 to 14.00.

Goods may not be accepted on Saturdays, Sundays and during holidays. A written consent must be obtained from the Ordering party for every deviation from the days indicated above.

#### **7. Packaging and packing:**

The packaging must comply with the European Parliament and Council Directive 94/62/EC with all amendments and supplements.

The packaging and/or goods must be ecologically sound in accordance with the standards for which the supplier shall obtain a relevant statement of compliance. Packaging must not contain heavy metals and dangerous substances, and the concentrations of lead, cadmium, mercury, and hexavalent chromium in the packaging or in the packaging material must not exceed 0.01% (m/m).

At the request of the Ordering party, the Supplier shall be liable to draw up and present a packaging and labelling proposal which the Ordering party shall confirm before deliveries being carried out. The Supplier shall pack and label the Goods in a professional manner, unless otherwise requested by the Ordering party. The Supplier shall be entirely liable for damage to the Goods and for incorrect or defective packaging.

#### **8. Acceptance documentation:**

The Goods shall be accompanied at all times by a delivery note signed by the Supplier and the manufacturer's attestation in case of delivery of raw material and material for the use of which chemical composition is of key importance. In case that additional documentation or samples are required for each individual transaction, these shall have to be handed over with the Goods upon their acceptance. Recycled content certificates, material type (pre or post consumer), carbon footprint of products, ISO 22095 document, ASI certificate and ASI document are also considered as additional documentation when accepting raw materials.

#### **9. Invoicing and payment conditions:**

Invoicing shall be carried out after each individual transaction. Each invoice shall be issued in accordance with the conditions of each individual transaction and shall be accompanied by a delivery note signed by the Ordering party's responsible person accepting the Goods/Service. In case of partial deliveries, the entire invoice may be issued after the last partial delivery being carried out.

The invoice must bear the order number.

In case that the invoice sent to the Ordering party by the Supplier is incomplete or incorrect, the Ordering party may reject it or may request a new one to be issued, and the Supplier shall not have the right to charge the Ordering party any interests on late payment for such rejected invoice.

An offset, assignment, assignment of claims, multilateral offset or other similar payment method shall also count as an ordinary payment method.

#### **10. Delivery implementation – transfer of risk:**

Delivery, takeover of Goods and transfer of risk depend on the agreed parity (Incoterms 2020) in the transaction.

If not otherwise agreed in each individual transaction, it shall be deemed that the delivery location is the Ordering party's warehouse according to the DDP parity (Incoterms 2020). As an exception, Goods may be accepted at another location, of which the Ordering party shall inform the Supplier by prior written notice.

#### **11. Quality:**

The Supplier guarantees the quality of the goods ordered. The Supplier shall also guarantee that all the supplied goods and its parts are original and shall be liable to deliver the ordered goods in accordance with the contract and all the attached documentation (particularly plans and technical description of the goods), and in accordance with international, national and technical standards. The goods shall have the regular characteristics and the characteristics for which the parties specifically agreed upon, and shall correspond to the standard characteristics of the goods of the Supplier. If the Supplier is aware of the purpose for which the ordering party shall use the goods, it shall also have the characteristics for the known use.

The Supplier shall not make any amendments to the Goods or Product without prior written consent of the Ordering party.

The Suppliers shall set up a system for identifying non-compliant products or goods, namely by not supplying to the ordering party the products/goods that fail to meet the quality requirements of the Ordering party. The Suppliers shall set up a system for managing documents, namely by ensuring the use of the most recent applicable technical specifications of the ordering party.

The Supplier shall ensure that its employees and other contractors and subcontractors are aware of their responsibilities regarding the quality and compliance of the Goods/Service, whereby the Supplier shall remain or assume full responsibility regarding the quality and compliance of the Goods/Service towards the Ordering party.

After prior announcement, the Ordering party may carry out an inspection and assessment at the Supplier in order to ascertain if all the conditions referred to in the technical documentation (PTP) are met. Should any inconsistencies be established during such inspection at the

Supplier and the Supplier fails to remedy them even after being warned by the Ordering party, the latter may withdraw from the contract and has no obligations towards the Supplier.

The Supplier shall provide the Ordering party, its customers and regulatory authorities with access to the relevant areas of the facilities and to the relevant documented information at each level of the supply chain.

In case of established inconsistencies of the supplied Product/Goods, the Supplier must fill in the "8D report" and immediately or in the agreed period of time implement corrective measures in order to remedy the non-compliance and regularly inform the Ordering party about the implementation.

In order to ensure quality, the Supplier shall also maintain a tracking system from raw material to product.

#### **11.a Special provisions for suppliers carrying out after-treatment:**

Suppliers carrying out after-treatment of products with regard to the agreed supply of the product between the Ordering party and its buyer shall be fully liable for the agreed quality and compliance of the supplied products with the specification, design, 3D model or sample and shall specifically ensure that the supplied products, on which after-treatment was performed, do not have to be in any way inspected or verified by the Ordering party. The Supplier shall be fully liable for the entire process of quality control, for inspections and measurements. The Supplier shall be obliged to carry out measurements using correctly calibrated equipment. As evidence of the *implementation of the agreed processes, quality and work management procedures according to the agreed specification*, the Supplier undertakes to make the necessary documentation available at the location and at the time of implementing the appropriate production and/or control activities.

Before starting the manufacture and supply of the products, the Supplier shall send to the Ordering party free of charge one or several samples of the product the compliance of which with quality requirements shall be confirmed in writing by the Ordering party to the Supplier.

As part of the inspection of the goods, the Ordering party shall be obliged to inspect the received products only for manifest defects, damage during transport and for quantity/identification verification on the basis of the delivery documents. The Ordering party shall inform the Supplier about the defects referred to in the previous paragraph within two months from detection.

The Supplier undertakes to inform the Ordering party in writing about all the possible changes to the project, construction, materials, specifications, production processes, etc., which could impact the quality of the products or their applicability. Before starting production and supply in accordance with the changes, the Suppliers shall provide a new sample to the Ordering party free of charge, and the Ordering party shall confirm in writing to the Supplier the compliance of the sample with the quality requirements.

In case it is established that the supplied products are not compliant with the specification, design, 3D model or sample and the Supplier fails to ensure or fails to carry out the relevant activities in order to ensure the compliance within a reasonable deadline, the Ordering party may inspect, screen or reprocess the products above on its own or using contractors of its choice, and shall have the right to charge the Supplier all the incurred related costs. Furthermore, the Ordering party shall have the right to request from the Supplier to carry out relevant inspections, screening and processing of non-compliant products, including products already on stock, but the supply of which is suspended.

Irrespective of other provisions, the Supplier shall guarantee the quality of the product until the expiry of the validity of any guarantee for final buyers of the goods or products in which the supplied product is integrated; however, if this deadline is shorter, the guarantee period shall be five years from the supply date. The Supplier undertakes to reimburse the Ordering party all the damage in case a third party is entitled to receive such a reimbursement in this period of time from the Ordering party due to the supply of a non-compliant product by the Supplier.

## **12. Complaints with regard to volume and quality:**

The Ordering party undertakes to issue a complaint with regard to the volume immediately after takeover, however, not later than within 5 working days after acceptance, and shall issue a complaint with regard to quality immediately after defect was noticed, however, not later than within 6 months after acceptance. The Supplier shall address any defect after receiving the complaint within 30 days after receiving the complaint or in the shortest time possible, if specifically agreed upon between the Supplier and the Ordering party, and undertakes to reimburse the Ordering party all the damage incurred (e.g. costs of suspension of production, damaged products, etc.). All costs relating to the complaint, in particular costs of returning the Goods to the Supplier, the costs of addressing the complaint, the verifications and tests, and the costs of delivering suitable Goods shall be borne by the Supplier.

In case of the Supplier's inactivity or in emergency cases, the Ordering party shall have the right to rectify the deficiencies itself or with the assistance of a third party. The Supplier shall bear all costs related to this in their entirety.

## **13. Compliance with the legislation**

The Supplier shall guarantee that the Goods supplied or Service provided comply with all the legal requirements governing the quality and safety of the Goods/Service.

The Supplier undertakes to fully comply with all applicable social, labour and legal regulations, including international standards in the area of labour and the Universal Declaration of Human Rights, and shall not avoid safeguarding employees' rights by concluding different forms of work which represent disguised employment, particularly the Supplier shall:

- ensure that its employees and candidates for employment are protected against discrimination, sexual and other types of harassment and mobbing in the workplace;
- ensure that the entering and exiting employment is voluntary and shall not avail itself of any form of forced labour and child labour;
- ensure that all employees, contractors and co-contractors have an appropriate legal basis to perform their work, that they are registered in the compulsory social insurance and that they are provided with all other rights under labour law legislation,
- respect the right to trade union freedom and collective negotiation;
- ensure payment to its employees for the performed work in accordance with the international standards, applicable legislation and collective agreements;
- ensure that working hours of employees are compliant with the international standards applicable legislation and collective agreements;
- ensure hygienic working conditions;
- ensure a safe and healthy working environment for its employees, contractors and visitors and shall adopt all measures necessary for the safety and health at work in accordance with the applicable legislation and relevant standards, in particular that its employees and contractors shall be adequately trained for the safe performance of their work and shall have completed all statutory training and education, including preventive medical examination;
- act in a socially responsible manner.

The Supplier warrants that the Goods/Service supplied will comply with the applicable sanctions, embargoes or other restrictive measures imposed by the competent institutions, including the European Union, the United Nations, the United States of America or any other relevant international organization, and in particular with the sanctions imposed against Russia and Belarus. The Supplier undertakes not to: i) engage directly or indirectly in transactions that would violate these sanctions; ii) ensure that the goods or services supplied are not manufactured, exported or otherwise obtained in contravention of the applicable sanctions; iii) immediately inform the Ordering party of any circumstances that could result in a violation of these sanctions. In the event that the Supplier acts contrary to this paragraph, the Ordering party shall have the right to immediately withdraw from the contract without any obligation to compensate the Supplier for any damage or costs and to claim compensation for the damage caused and any penalties that the Ordering party would suffer as a result of the breach.

The Ordering party may check compliance with the legislation with the Supplier at any time, and the Supplier undertakes to provide the Ordering party with all necessary evidence to demonstrate compliance with the legislation and this item of the General conditions at the earliest possible time upon written request. If the Ordering party finds that the Supplier does not comply with any legal provisions in the field of social and labour law or does not ensure compliance with the legislation and/or this item of the General conditions, it shall inform the Supplier thereof, who shall be obliged to pay a contractual penalty in the amount of 10% of the total value of the order for each individual violation. If the damage incurred by the Ordering party due to this is greater than the contractual penalty, the Ordering party shall also have the right to request the difference up to the full compensation for damage. **In the event of a violation of this item of the General conditions, the Supplier may also withdraw from the Contract at its discretion.**

#### **14. Sustainable development**

The Supplier guarantees that it operates ethically and recognises the meaning of fairness and integrity in conducting business. In conducting business the Supplier observes the provisions of the Code of Conduct for suppliers of the Impol Group and reasonably observes the provisions of the Code of Business Conduct of the Impol Group, Sustainable Development Policies of the Impol Group and the Policies of the Impol Group, which are accessible at [www.impol.si](http://www.impol.si).

The Supplier guarantees that it observes all statutory regulations, including competition law.

The Supplier guarantees that, in conducting business, it does not allow for any corruption and bribing or any other illegal practices to occur in the area of its business operations. In conducting its operations, the Supplier shall not request, receive, offer or assign any undue benefit, if it is contrary to the moral norms, or any other advantages.

Moreover, the Supplier undertakes to use sources responsibly with the intention of preserving nature and the environment in accordance with the principle of the rights of future generations and shall observe the applicable legislation and relevant standards in the area of environmental protection. The Supplier undertakes to reduce the impact of its products and services on the environment throughout their entire life cycle.

We inform the Supplier that energy efficiency is one of the criteria for the procurement of equipment or services that have a significant impact on energy efficiency.

#### **15. Withdrawal from the contract:**

In case the Supplier withdraws from the contract without fault reasons on the Ordering party's side and the reason for the withdrawal from the contract is not force majeure (natural

catastrophes), the Supplier shall be liable to reimburse the Ordering party all the costs of the buy-in. In case of withdrawal from the contract for the supply of aluminium, the Supplier shall also have to reimburse the Ordering party the difference between the contractual LME price and the market LME price on the date of the withdrawal from the contract, if on the date of the withdrawal from the contract this price is higher than the contractual LME price.

Furthermore, the Supplier shall also be liable to reimburse the Ordering party all the damage incurred by the Ordering party due to the withdrawal from the contract.

The Ordering party may withdraw from the contract without notice in the following cases:

- if the Supplier is late with supplying the Goods;
- if the delivered Goods have not the agreed upon quality or has material defects and the Supplier fails to correct them within 30 days after receiving the complaint or in a shorter period of time, specifically agreed upon between the Ordering party and the Supplier;
- if it is evident that the Supplier shall not be able to fulfil its obligations in time;
- if the Supplier fails to eliminate the identified irregularities within the given deadline in accordance with the provision of point 24 of these General Terms and Conditions;
- if the Supplier fails to remedy the breach of the provisions of the contract and/or these General Terms and Conditions or both within the given deadline,
- if bankruptcy or compulsory settlement proceedings are initiated against the Supplier,
- **and in other cases provided for by these General conditions.**

#### **16. Transfer of contract and assignment of claims:**

The Supplier shall have the right to transfer or assign the transaction and/or any right, including the claims and obligations under the transaction, to a third party only if it obtains the Ordering party's prior written consent.

#### **17. General labour conditions for services:**

Works may begin only after prior agreement with the responsible process manager of the Ordering party. The Contractor shall be liable to comply with the legislation in the country of the Ordering party's headquarters and with all the instructions received from the Ordering party. Works may be carried out only by qualified employees of the Contractor or suitably qualified subcontractors.

#### **18. Health and safety at work:**

The Contractor providing the services shall be entirely responsible for the safety and health at work of the employees working for the Contractor on any basis. The Contractor shall be obliged to appoint a worker to ensure the safety of its workers before the start of the work and to provide the Contracting entity with a completed and signed Statement on the fulfilment of obligations in the field of safety and health at work (obr-1176). The Contractor undertakes to respect all the legislation in the field of safety and health at work (in particular the provisions of the Health and Safety at Work Act (ZVZD-1) and/or other relevant legislation), respect the principles of safe work and use the appropriate means of protection. The Contractor shall suitably secure and mark the working area. When carrying out work at an altitude, the Contractor shall prevent persons from moving under the working area, appropriately secure and mark the area and ensure safe lifting and transferring of loads. After completion of the works, the Contractor shall remove all the markings, clean the area, install functional safety devices and safeguards. In the event of tampering with electrical devices, the Contractor must close and lock the doors of the switchgear. In case work is being carried out by the Contractor

at the joint worksite, the Contractor shall together with other contractors at the joint worksite sign a Written agreement on the joint precautions to ensure safety and health at work at the joint worksite. The Contractor shall inform its employees about joint measures and the safety plan. The Contractor shall be liable for all the listed obligations, and the Contracting entity shall not assume any responsibility for them.

The forwarding of the completed and signed Statement on the Fulfilment of Obligations in the Field of Occupational Health and Safety (OJ No 1176), and/or the Written Agreement on Joint Measures for Ensuring Safety and Health at Work at the Joint Worksite by the Contractor to the Supplier within 5 days of the signature of the Contract is an essential part of the Contract. However, the Supplier may maintain the Contract in force if, after the expiry of the deadline, the Supplier immediately informs the Contractor that it requests its fulfilment.

## **19. Environmental protection:**

The Supplier ensures that the delivered Goods comply with all the regulations in the field of environmental protection and health, which are applicable in the EU and USA.

The Supplier shall be liable for the payment of compensation for possible damage that the Ordering party would incur due to ecologically questionable delivered goods or due to inappropriate or unsuitable packaging.

The Supplier undertakes to observe the requirements of the Regulation (EC) 1907/2006 of the European Parliament and of the Council dated 18/12/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), and of the Regulation (EC) 1272/2006 of the European Parliament and of the Council dated 16/12/2008 on classification, labelling and packaging of substances and mixtures. amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) 1907/2006 (CLP Regulation). The Supplier undertakes to submit to the Ordering party the safety data sheet in the Slovenian language, issued in accordance with the REACH Regulation and CLP Regulation, upon each first delivery and upon each eventual modification, where applicable. Furthermore, the Supplier also undertakes to submit to the Ordering party a technical data sheet or technical instruction in the Slovenian language, containing information on the use and preparation of the delivered hazardous substance or chemical substance, upon each first delivery of a hazardous substance and upon each eventual modification. The Supplier undertakes to register in advance, where necessary, all chemicals or chemical substances.

A supplier of hazardous mixtures who is not established in the Republic of Slovenia shall notify the PCN for Slovenia (notification to poison centres) and send the Ordering party proof of the notification or inform the Ordering party in writing if the notification of the PCN for Slovenia is not carried out.

The Supplier ensures that the supplied goods do not contain minerals originating from conflict-affected areas and high-risk areas.

In the event of a request, the Supplier shall fill in the forms issued by the Responsible Mineral Initiative (RMI), namely RMI\_CMRT, RMI\_EMRT and RMI\_AMRT.

The Contractor shall collect and dispose of all the waste generated in carrying out the works in accordance with the applicable legislation.

It is prohibited to discharge polluted water into the drains and must be treated the same as other waste.



The Contractor shall be liable to use hazardous substance in a safe manner and prevent possible accidents.

## **20. Intellectual property and professional secrecy:**

The Supplier shall be liable to protect the Ordering party from third party claims, pursued in relation to the subject of the order delivered by the Supplier, due to the infringement of the industrial property rights (patent, model, license, trademark) and shall protect its interest in a possible dispute and reimburse all the incurred damage (costs before litigation, litigation costs, obligation to pay the reimbursement to be paid by the Ordering party, etc.).

The Supplier shall be liable to permanently protect all the information and documents submitted by the Ordering party in order to execute the transaction as professional secrecy. All the documentation (drawings, technical documentation, plans, including models and samples, templates, etc.) received by the Supplier from the Ordering party shall remain the property of the Ordering party. At the Ordering party's request, the Supplier shall be obliged to return the above documentation to the Ordering party. It shall be prohibited to submit or distribute the above documentation and may be used only for purposes of realising the agreed transaction. In addition to these General purchase conditions, the Confidential Information Protection Agreement shall also apply in order to protect professional secrecy. In case of inconsistencies between general conditions and the agreement, the provisions of the latter shall apply.

## **21. Personal data protection:**

With regard to the collection and processing of personal data, the Supplier shall operate in accordance with the relevant legislation in the area of protection of personal data, where applicable, in accordance with the Regulation (EC) 2016/679 of the European Parliament and of the Council dated 27/04/2016 concerning the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (GDPR) and the applicable Personal Data Protection Act (ZVOP-2) or other relevant legislation with the purpose of protecting the privacy of individuals.

## **22. Keeping of documents:**

The Supplier shall be liable to keep all the documentation in relation to the transaction with the ordering party and in relation to the goods supplied to the ordering party for another 25 years from the supply of the goods, unless specifically indicated otherwise.

## **23. Subcontractors:**

The Supplier undertakes to transfer all the requirements and obligations, stemming from these General conditions and legal transaction, concluded between the Supplier and the Ordering party, to its subcontractors.

## **24. Conformity assessment of operations:**

The Supplier undertakes to enable the Ordering party, after prior notice, to carry out an assessment of the compliance of operations by an independent external company. The assessment of the compliance of operations includes, inter alia, the assessment of the compliance of the Supplier's information security.

In the event of identified irregularities, the Ordering party shall call on the Supplier to remedy the said irregularities within a specified period, which shall be determined depending on the circumstances of the individual case. In the event that even after the expiry of the deadline for

the elimination of irregularities, the Supplier does not prove the compliance of the operations, the Ordering party may withdraw from the contract.

#### **25. Law and competent court:**

The contracting parties (Ordering party and Supplier) shall settle all eventual disputes by mutual agreement. If they fail to do so, the competent court in the country of the Ordering party's headquarters shall resolve the dispute.

In transaction with an international element the law, which is relevant for regulating the relationship between the Ordering party and the Supplier, is the law of the country in which the Ordering party has its headquarters, whereby the application of the provisions of the international private law and the provisions of the UN Convention on contracts on the international sale of goods (Vienna Convention on the International Sale of Goods – CISG) shall be expressly excluded.

#### **26. Final provisions:**

The possible invalidity of an individual provision of the General conditions or transactions shall not impact the validity of the remaining provisions of these General conditions and/or transactions in which these General conditions are included.

These General conditions are written in the Slovenian, Croatian, Serbian and English language. In case of ambiguity or inconsistency, the General conditions in the Slovenian language shall apply for explanation and interpretation.

The General conditions and each amendment shall begin to apply on the date of publication on the Ordering party's website – [www.impol.si](http://www.impol.si). The General conditions shall be valid for an undetermined period of time or until their amendment. The Supplier shall be liable to verify the validity of the General conditions and monitor their eventual amendments on the Ordering party's website before concluding the contract.

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