

## **GENERAL PURCHASING CONDITIONS OF LUKA KOPER, d. d.**

### **1. SUBJECT MATTER HEREOF**

The General Purchasing Conditions (GPC) govern the business relationships between the Port of Koper Corporation **LUKA KOPER, pristaniški in logistični sistem, delniška družba**, Koper, Vojkovo nabrežje 38 (hereinafter: the Purchaser) and its suppliers. The GPC relate to all relationships of legal obligations between the Purchaser and Supplier for the supply of goods and services, except where the Purchaser and Supplier (hereinafter also referred to as the Parties) should otherwise agree on a case-to-case basis. In case of doubt, only those arrangements that are made in writing shall count as special agreements between the Parties. These Purchasing Conditions shall prevail over the selling terms of a supplier, or shall preclude them, unless the Parties should otherwise agree in writing. The General Purchasing Conditions shall form an integral part of each order or contract.

### **2. ENQUIRY AND OFFER**

An Enquiry of the Purchaser is an invitation to potential suppliers to submit their offers under the Purchaser's terms specified in the Enquiry. The Enquiry of the Purchaser is non-binding.

On the other hand, the Offer made by the Supplier is binding and shall be submitted in writing and correspond to the Purchaser's Enquiry. Having submitted the Offer, the Supplier shall assure that the data quoted is correct and all the terms required for a correct supply of goods/ provision of services are satisfied.

The Purchaser may amend or supplement its Enquiry, in which case the potential supplier shall amend or supplement its offer as necessary.

### **3. PLACING ORDERS; CONTRACT**

The Purchaser shall define each order clearly, not giving rise to any doubts, and supply all the necessary data (e.g. quality, quantity, deadline for delivery of the goods/ service, time schedule, marking/labelling, and any specific terms of the legal transaction).

Furthermore, the Purchaser shall provide the respective technical documentation to the Supplier in due time where that is necessary for the execution of services or the supply of particular goods ordered.

In case of a refusal of an order in part or in full, the Supplier is required to inform the Purchaser with a substantiation in writing, no later than in three (3) work days after the order has been received.

An Offer is deemed to be accepted by the Purchaser when it has issued to the Supplier a Purchase Order referring to the respective Offer. The Supplier shall confirm the Order in writing and inform the Purchaser on the potential delivery date.

Should the confirmation of the Order vary from the original Order, the Supplier shall clearly indicate so in the confirmation. Any change shall be approved by the Purchaser, otherwise it will withdraw from the order.

In legal transactions where the purchase value exceeds EUR 15,000, a Contract shall be made in writing with the successful Supplier. A contract may be entered into in writing also for purchases of lower value where the Purchaser considers that the lack of a written contract does not assure the adequate management of risks associated with the purchasing business. The Purchaser issues a Purchase Order also for purchases of goods and services under a contract, except where otherwise agreed.

### **4. DELIVERY**

The place of delivery shall be within the Port of Koper area of the corporation Luka Koper, d. d., under the DDP terms (Delivered Duty Paid), in accordance with the Incoterms 2020, unless otherwise agreed.

The Supplier shall deliver the goods or services in compliance with the Order or the Contract entered into in writing. Each supply of goods or services shall be subject to Purchaser's approval by signature on the Delivery Note or Work Order that shall be enclosed to each Supplier's consignment.

Delivery term shall be agreed by the Parties in the Order or in the Contract. Unless the Parties had agreed otherwise, the delivery term for the supply of goods/ services shall commence on the Order issue date.

It shall be deemed that the consignment has arrived in time if it reaches the place of destination within the deadline set by the Purchaser. In the supply of plant and equipment that includes the assembly and services, the delivery is effected in due time when the Purchaser has taken over the goods/services on the agreed date. The Purchaser reserves the right to change the time schedule of which it shall inform the Supplier of goods promptly, no later than in five (5) workdays before the commencement of works.

The Supplier undertakes to inform the Purchaser in writing, in due time on any circumstance that affect, or might affect the correct and timely performance of its obligations under the contract. Where a delayed delivery is at risk, the Supplier shall inform the Purchaser in writing about it and seek instruction about further procedure for the supply. The delivery deadline will be extended only where the Purchaser has accepted such extension in writing.

## **5. LATE DELIVERY, OR FAILURE TO DELIVER**

Should the Supplier disrespect the contractual deadlines and not proceed with delivery even after receiving a reminder in writing, the Purchaser may insist on the performance of the Contract and demand from the Supplier to refund any damage incurred in fact and/or indirectly, or withdraw from the Contract in full or in part and claim any factual and /or consequential damage suffered. In the event of withdrawing from the Contract before or in the course of execution of services or supply of goods ordered, the Supplier shall pay to the Purchaser any difference in price resulting from having to engage a new supplier, as well as the damage suffered and earnings lost.

Where the Supplier unjustifiably exceeds the delivery deadline /default, the Purchaser is entitled to impose a penalty on the Supplier at 0.5% of the full contract price for each commenced calendar day past-due, but no more than 10% of the total contract value. If the Supplier of the goods (service) ordered fails to supply (perform) in the agreed contract term and the Purchaser suffered damage higher than the contractual penalty, the Purchaser shall charge the Supplier for the balance amount between the penalty and the actual damage caused.

## **6. PACKAGING**

The packaging must conform to the type and modality of transport so as to protect against any damage or loss of the functional value thereof in the course of transportation. The Supplier shall be liable for any damages/loss of goods resulting from deficient or wrong packaging.

Each packaging unit shall contain the relevant data from the Order. Delivery note and other documents specified in the Order (technical instructions, quality certificates, a-tests, etc.) shall be attached to each consignment.

The Supplier shall, at its own expense, remove the whole packaging and any ecologically non-conform waste resulting from the use of dangerous substances or from ecologically non-conform packaging. Should the Supplier fail to do this, the Purchaser is entitled to refund of the total costs for removal or destruction of the packaging.

The Purchaser shall return all returnable packaging to the Supplier; otherwise, the latter is entitled to invoice for the packaging.

## **7. INVOICE AND PAYMENT TERMS**

The Supplier sends an invoice to the Purchaser in 8 days after taking delivery of goods/ services in good order.

Invoice is sent to the address stated in the Order/ Contract and contain all the necessary details specified in the Order, Contract and the law. All Supplier's invoices must show the number of the Purchase Order /Contract.

The Purchaser reserves the right to refuse any invoice not complying with the a.m. data.

Payment is to be made in 75 days following the date of delivery of goods/service, unless otherwise agreed between the Parties. The Purchaser may hold back the payment until the deficiencies are remedied.

Invoice will not be paid unless the goods or service were ordered in writing or agreed by Contract, and the Purchaser's acceptance of delivery has been documented.

Without the Purchaser's prior written consent, the Supplier shall not assign, pledge, sell or otherwise dispose of its receivables – either existing or future ones.

The Supplier may ask for early payment of the Purchaser's liability under the condition that for each commenced decade (i.e. a term of 1 to 10 days of the early payment), an agreed discount

(cassasconto) 0.5% on the total liability to the Supplier paid before due date is accounted for. For that purpose, the Supplier shall submit a credit note by which the Purchaser's liability under the base invoice is reduced by agreed percent of discount (depending on the number of decades commenced). The Purchaser may refuse the Supplier's request for early repayment, and settle its liability on due date.

**The expected invoice form is the electronic format XML eSlog 2.0** with the attached invoice in PDF-form. Also any enclosure to invoice shall be in PDF-format. The invoice shall be emailed to [eracuni@luka-kp.si](mailto:eracuni@luka-kp.si) or via the provider 'eIzmenjave bizBox ([www.bizbox.eu](http://www.bizbox.eu)).

## **8. SECURITY FOR PAYMENT**

Types or modalities of security:

- Pre-payments: The Supplier must submit the instruments to secure the pre-payment at contract signing or before the time of pre-payment remittance. As a security instrument is required a blank Bill of Exchange with the authorisation for completion (for transactions up to EUR 50,000.00); where a bank guarantee (for transactions valued above EUR 50,000.00) or a surety bond (irrespective of the value of transaction) is required, the amount secured shall be equal to the advance pre-payment desired.
- Supplier's commitment to perform the contractual obligations in time and on due quality level, in compliance with the contract – the guarantee for timely payment and the performance bond. The Supplier shall hand over the security instruments agreed for the particular business upon contract signing or in 8 workdays after the contract date. The validity of the security instrument shall survive that of taking delivery at least by 90 days.
- Guarantees for the quality of execution or of equipment supplied - the *Guarantee for elimination of defects during the Defects Liability Period*. The Supplier shall hand out the *instruments agreed for the current transaction* at the time of signing the Acceptance Protocol. The validity of instrument, or the last deadline for security realization must cover at least 30 days after the expiry of security instrument.

## **9. COMPLAINTS**

The Purchaser shall examine the goods at the time of receipt in the standard way. The standard procedure includes the quantity control of goods received, matching the specification, and establishing damage-free packaging and goods.

Should it be found that the goods or service are non-compliant with the Order or Contract, the Purchaser shall send to the Supplier a complaint, in writing, in eight days after receiving of the goods/service, and set an adequate term to the Supplier to perform its obligations in accordance with the Order/Contract. Such additional term is 10 days at the most, and may be shortened as the circumstances of the case may be. However, the Purchaser will not grant any additional deadline if it is more than evident that the Supplier be not capable of performing the delivery (e.g. institution of an insolvency proceedings, stoppage of production at the Supplier's site, etc.).

## **10. WARRANTY**

Unless otherwise stipulated in this legal transaction, the Supplier is under obligation to observe the statutory guarantee terms, or any longer terms that may be granted by the Supplier.

The Supplier shall remedy any defect occurring during the defects liability period at its own expense. In the event of a defect during the defects liability period, the Purchaser shall compile a Complaint Report on such defect and submit it to the Supplier. The Supplier shall deal with remedial action forthwith, on first demand by the Purchaser, and eliminate the defect in an adequate period set by the Purchaser.

The guarantee period enters into effect after the Purchaser has accepted a full delivery of goods or service, which are fully compliant with the current contractual obligations or with the Order resp. Where the goods/services are delivered only in part and the Purchaser has already put them in operation, the guarantee period does not commence yet. The guarantee period of 24 months shall apply, unless the Parties have expressly agreed otherwise. The Supplier shall remedy and eliminate any defects occurring during the guarantee period at its own expense, in agreement with the Purchaser who shall bear no cost. The guarantee period for delivery or servicing of a part replaced or repaired shall resume after the defect has been eliminated.

The Supplier shall be held liable for any damage/injury resulting from such defects and from the remedial action on the goods/services delivered. The unlimited liability includes fines imposed by public authorities and third-party claims against the Purchaser.

#### **11. INTELLECTUAL PROPERTY RIGHTS**

The amount paid by the Purchaser to the Supplier comprises the full payment of the transfer of intellectual property rights (e.g. rights relating to patents, industrial designs, trademarks, utility design and copyright) to the Purchaser to the extent needed for free use of the contractual materials and/or services. For the full payment, the Purchaser receives the copyright or a non-exclusive licence free of charge for the entire materials or services delivered by the Supplier, incl. all plans, drawings, sketches, engineering technology and basic design. These rules apply in particular to copyright, patents, utility models, trademarks, professional expertise and other rights relating to industrial and intellectual property that are being used by the Supplier during the execution or by the Purchaser while operating with such goods or services. The Supplier shall be responsible to make sure that the intellectual property rights of third party are not breached, and in the event of breach, the Supplier shall indemnify the Company and hold it harmless.

#### **12. TRADE SECRET AND PERSONAL DATA PROTECTION**

The Parties shall protect the trade secrets of each other disclosed to either of them during the discharge of their duties arising from the business relationship in accordance with these General Purchasing Conditions, and such trade secrets shall not be disclosed to any unauthorized third party.

Trade secrets comprise all documents and data/information relating to this transaction and to business relations of other contractual parties.

The Parties commit themselves expressly to instruct all their employees who have access to the subject matter of this relationship and take part in the execution of the Order in the scope of their position, on the duty of trade secret protection.

The Supplier declares that the scope of personal data protection in its entity is regulated in accordance with the applicable legislation. The Purchaser undertakes to protect all personal data and to use them exclusively for the purpose of purchase of goods or services.

The duty to protect trade secret and personal data shall survive the expiry of the business relationship of the Parties.

In the event of breach of the commitment to protect trade secret and personal data, the breaching Party shall be held liable for the damage inflicted on the other Party, and shall assume material and criminal liability for the damage/loss caused.

The scope is further regulated in the Rules on Protection of Trade Secrets and the Rules on Personal Data Protection, accessible at <https://luka-kp.si/slo/pomembni-dokumenti-208>.

#### **13. OBSERVING THE PORT SAFETY, ENVIRONMENT AND FIRE SAFETY AND THE OCCUPATIONAL HEALTH AND SAFETY RULES**

While executing the Order /Contract in the area of Port of Koper, the Supplier undertakes to observe and act in accordance with the regulations on occupational health and safety, fire safety and other internal regulations of the Corporation Luka Koper d. d. The Supplier shall arrange for the safety /security measures with the Purchaser on the basis of the Agreement on safety measures.

All persons who enter the Koper Freight Port Area shall observe the Port Regulations, published at <https://www.luka-kp.si/slo/varnost-v-pristaniscu>.

Whoever perceives any danger threatening the safety of people, property and environment, or who perceives an accident shall immediately inform the concessionaire at the tel.no. **05 66 56 950**, (written on the reverse of the permit).

Before receiving the permit for entering the Port of Koper, the applicant and its sub-contractors shall conclude and sign a written Agreement on the safety measures (Art. 39 of the Slovenian Occupational Health and Safety Act, Off. Gaz. 43/11).

The applicants confirm with their signatures that the persons listed in the application for permits are familiar with the regulations of the Port of Koper Corporation (Luka Koper d. d.) on occupational health and safety, environment protection, internal regulations and instructions that are integral parts of this application.

In the event of an accident or environment pollution, the Port of Koper corporation/ Luka Koper/ will see to contain the pollution and eliminate the consequences, while the polluter shall refund the cost incurred to the corporation. The Supplier who provides services in the Port of Koper area shall organise the removal of waste resulting from the works. Disposal of such waste into the waste containers of Luka Koper d. d. is forbidden, except in cases when this Contract provides otherwise or when the Supplier has a contract with a waste management provider.

Moreover, the Supplier shall submit all documents required by the law (e.g. permission for waste removal or disposal), regardless of whether the Purchaser has requested the documents or not.

Automobiles may only enter the Port of Koper area based on a special permission of the Company Luka Koper. The Supplier undertakes to pay for the permission for vehicles to enter in the Port according to the price-list of Luka Koper.

#### **14. WITHDRAWAL FROM CONTRACT /ORDER**

The Supplier may only withdraw from the Order granted if the prior written consent of the Purchaser exists. In the event of withdrawing from the Contract before or in the course of execution of services or supply of goods ordered, the Supplier shall pay to the Purchaser any difference in price resulting from having to engage a new supplier, as well as the damage suffered and earnings lost.

The Purchaser may withdraw from the Order /Contract without notice term in the following cases:

- a) when the Supplier does not fulfil the obligations assumed under the Order/ Contract, or if it breaches them and does not remedy the breach in an additional term set by the Purchaser after having sent a reminder;
- b) If the Supplier becomes incapacitated for performing its obligations; or if it does not start work/ supplying goods in the agreed term, or if it interrupts or stops the provision of services /goods ordered without prior written consent of the Purchaser;
- c) If the Supplier fails to provide the services /goods ordered in accordance with the Contract/ Order, or if it evidently neglects its obligations under the Contract/Order and disregards the Purchaser's instructions, or performs the work in the way that it may cause direct or indirect damage to the Purchaser;
- d) where the amount of penalty exceeds the maximum amount of contractual penalty as determined in the General Purchasing Conditions, or an amount otherwise fixed in the legal transaction;
- e) if the Supplier performs incorrectly on more than two occasions;
- f) in case bankruptcy or liquidation proceedings or compulsory composition or company termination according to the shortened procedure be initiated against the Supplier;
- g) If the Purchaser considers the Supplier to be insolvent despite the alleged insolvency was not declared by a court decision, or where other reasons exist leading the Purchaser to a conclusion that the Supplier will not be able to perform its obligations;
- h) If the Supplier stops operating;
- i) If a court enforcement order for repayment of debt was issued to the Supplier, causing its bank accounts to be blocked for more than three (3) days;
- j) Where the Purchaser estimates that an adverse development in the economic, legal or staffing position of the Supplier was reached, or other circumstances occurred that might bring the Purchaser at risk or in an essentially worse position or shake the confidence in the Supplier and/or the Supplier's capacity to fulfil the obligations, or that might in any way threaten, aggravate or disable the Supplier in the performance of its obligations;
- k) where the circumstances of the business have greatly changed that the original purpose underlying for the conclusion of the business hereunder can no longer be achieved;
- l) In other cases specified in these General Purchasing Conditions or in a Contract between the Parties, or in other cases from the legal transaction.

In the event of withdrawal from the transaction on the part of the Purchaser, the Supplier shall refund all costs and damage/loss incurred by the withdrawal in cases referred to in indents a), b), c), d), e), f), g), h), i) and j) of the preceding paragraph.

The Purchaser may withdraw from the Contract also if the Supplier:

- is involved in a criminal proceeding before starting the business cooperation with the Purchaser, or a criminal proceeding is initiated versus the Supplier in the course of business cooperation, or

- is unappealably convicted for a criminal offence or violation against the fiscal, labour, economic, social or environmental legislation, or
- committed a gross violation of professional regulations which the Purchaser can prove with relevant documents (e.g. a decision by the Chamber /association of a certain profession or field), or has obviously acted contrary to the generally accepted moral and ethical principles, or contrary to the moral and ethical principles specified in the Code of Ethics or in the Purchasing Policy of Luka Koper d. d., the Purchaser shall consider whether to enter into or proceed with the business cooperation with the Supplier.

All the provisions in the preceding paragraph also apply to the members of the Supplier's governing or controlling body, or to the corporation beneficiaries (e.g. shareholders), who may influence the decisions and operations of the Supplier.

The Statement of cancellation or withdrawal shall be sent by registered mail and shall enter into effect on the date it is serviced to the other Party; in the event of impossibility to service, it shall enter into effect on the date of the first attempt to service the registered letter.

Should the Contract/ Order be terminated/void for any reason whatsoever, all the rights and obligations of the Parties acquired or established during the validity term shall remain in force, unless this Contract or the General Purchasing Conditions provide otherwise.

In principle, the Purchaser does not cooperate with suppliers listed in the Register of Economic Operators with Negative References (<http://www.djn.mju.gov.si/narocniki/seznam-ponudnikov-z-negativnimi-referencami>).

## **15. OBSERVING THE ETHICAL PRINCIPLES AND ANTI-CORRUPTION COVENANT**

The Supplier shall observe and maintain a high level of integrity at all levels of operation. Any extortion, lack of transparency, corruption and other non-ethical conducts are forbidden and shall be reported to the Corporate Integrity Officer of the Purchaser.

It is further not allowed to offer, promise, receive or demand any gifts, benefits, services or similar advantages, directly or indirectly, aimed at exerting influence on independence of Purchaser's employees in concluding business transactions.

*Ethical criteria are specified in detail in the Code of Ethics, Purchasing Policy and the Code of Conduct for Suppliers of the members of the Luka Koper Group.*

*In their cooperation, the Purchaser and the Supplier shall consistently observe the zero-tolerance policy for corruption. For each legal transaction entered into between the Purchaser and Supplier – irrespective of a business based on a purchase order, amendment or supplement thereto, or a contract – the integral part of the legal transaction shall be the following anti-corruption covenant:*

*"The Parties hereby acknowledge having been informed and aware of the fact that said Contract be null and void if at any stage of negotiation/conclusion or execution hereof any person had or will have promised, offered or given on behalf or account of the Supplier to any representative, agent or broker of the Purchaser any undue advantage or benefit with the intent of acquiring the business hereunder, concluding said business under more favourable terms, by omission of the due supervision over the performance of obligations hereunder, or by any other act, conduct or omission resulting in a damage or loss to the Purchaser, or allowing to obtain undue advantage to any representative, agent or broker of the Purchaser and/or or the Supplier or to their representatives, agents or brokers."*

## **16. CODE OF CONDUCT**

Luka Koper is committed to the Code of Conduct based on the Global Compact of the United Nations ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

The Supplier hereby undertakes to observe the Purchaser's Code of Conduct:

- It shall not offer, pay or accept any bribe;
- It shall pay out fees (incl. commissions and payments to third party) exclusively for lawful services;
- Gifts, hospitality, entertainment or similar benefits are only allowed when done transparently, from time to time, in the usual way and without any liability;
- In labour relationships, the Supplier shall vouch for full equality of rights and non-discrimination, and reasonable limitation of working hours; assure fair procedures in lay-off issues, sanctions and complaints, adequate guaranteed wages; freedom of association and right to carry out collective bargaining. Applying reasonable means of supervision, the Supplier shall ensure in the course of

delivery of goods/ services to the Purchaser that all employees of any sub-contractor engaged shall receive adequate wages, no less than statutory and collectively determined minimum wages. The Supplier shall indemnify and hold the Purchaser harmless against any default in the pay-out of statutory and collectively determined minimum wages, and against inflicting any damage/loss on the Purchaser;

- It shall not allow child and forced labour, and shall prevent such labour;
- It shall fully respect human rights in its sphere of influence, in particular the right to life, physical integrity; right to liberty and security; right to private and family life; right to freedom of opinion and expression; right to freedom of assembly and association; right of ownership and right to have an adequate standard of living; rights of minorities and indigenous peoples;
- disclose to the Purchaser any conflict of interest between the Supplier and Purchaser's employees;
- observe the laws and regulations governing the protection of environment;
- make sure that any advertisement, commercials, publication, and sponsorship materials do not insult or breach any religious feelings or cultural sentiments of the people who live in the surroundings or in wider society where the Purchaser and Supplier are operating.

In the event of non-fulfilment of the a.m. obligations, the Purchaser has the right to refuse any invitation to negotiations on the actual or alleged non-fulfilment in reasonable term (in each case, no later than one (1) month following the receipt of invitation) or where no adequate measures and deadlines for achieving any improvement on the part of Supplier could have been adopted in negotiations. Furthermore, the Purchaser shall have the right, at its sole discretion, to put a Supplier to the **List of ineligible economic entities/operators**, with respect to any further cooperation.

Upon prior notice, the Purchaser shall have the right to check (through its own staff or qualified third party) whether the Supplier fulfils these obligations. That includes an adequate access to all relevant information, persons, locations and documentation. Should the Supplier refuse or prevent such checking without a cogent reason, the Purchaser shall be entitled to act in accordance with the preceding paragraph.

#### **17. FORCE MAJEURE**

In the event of circumstances representing force majeure, the Supplier shall be entitled to extend the delivery deadlines for goods/services hereunder. Force majeure stands for extraordinary, insurmountable and unforeseeable circumstances that could not be evaded or averted and occur after closing the deal, lying beyond control or outside the sphere of the Parties.

Within objective possibilities, the Supplier shall supply the goods /service to the Purchaser in the unforeseeable circumstances resulting from force majeure. Parties shall immediately inform each other of the occurrence of circumstances that represent an event of force majeure and agree about further execution of the business. If a Party is incapacitated for the fulfilment of obligations due to an event of force majeure and fails to inform the other Party thereof, it shall lose its right to refer and take recourse to force majeure in the substantiation, justification or basis for exercising other rights pertaining to it due to force majeure.

#### **18. PUBLIC PROCUREMENT**

For purchase orders where the Purchaser is acting as the Purchaser procuring any goods and services in the area of infrastructure in accordance with the Slovenian Public Procurement Act (ZJN-3), the requirements of said Act shall be observed in conducting the procurement procedures.

In the procurement falling under the Public Procurement Act/ ZJN/, including the public procurements below the statutory threshold value, the contract amount of which exceeds EUR 10,000 excl. VAT, the successful supplier shall submit a Statement specifying the participation of natural and legal persons in the ownership structure of the Bidder on the standard form provided for in the annex to the General Purchasing Conditions.

#### **19. PUBLISHING OF PUBLIC INFORMATION**

The Supplier is aware that Luka Koper, d. d. is an obligor under the Act on Access to Public Information (ZDIJZ) and that the deal closed hereunder may be published or disclosed.

## **20. SETTLEMENT OF DISPUTES**

The Parties shall resolve any disputes amicably. If a settlement or agreement cannot be reached, the Court of subject matter jurisdiction in Koper shall be competent for resolving the dispute. Any disputes between the Purchaser and Supplier shall be governed by Slovenian law exclusively.

## **21. VALIDITY OF GENERAL PURCHASING CONDITIONS**

The General Purchasing Conditions shall be valid for an indefinite term, or until the new or amended General Purchasing Conditions have entered into effect.

The Purchaser reserves the right to change and supplement these General Purchasing Conditions.

Should any individual provision of these General Purchasing Conditions become, or prove to be, invalid or unenforceable in whole or in part, it shall not affect the validity or enforceability of the remaining provisions hereof.

The Purchaser will notify the Supplier on any intended change hereto, or on the enforcement of new General Purchasing Conditions, by publishing on the Purchaser's website/homepage <https://www.luka-kp.si> no less than fourteen (14) days before the amended, or new, General Purchasing Conditions are scheduled to enter into effect.

Upon the announced, or published, enforcement of new or amended General Purchasing Conditions, the Supplier may cancel a valid deal by filing a Statement of cancellation before the scheduled enforcement of the new or amended General Purchasing Conditions with a 90-day notice term.

## **22. CONCLUSIVE PROVISIONS**

The Purchaser and the Supplier are only bound by those obligations that are specified herein or agreed between them in writing, as well as by the cogent provisions of the Code of Obligations and of other laws and regulations.

Each Party shall forthwith inform the other Party, in writing, of any changed data on the registered office or on other relevant data.

The interpretation and evaluation of all provisions hereof, as well as the regulation of relationships from all legal transactions resulting therefrom, shall be governed by the law of the Republic of Slovenia. The UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded herefrom.

These General Purchasing Conditions may be written in several languages, In the event of insufficient clarity or non-compliance, the Slovene language shall always prevail.

These General Purchasing Conditions shall be published on the home page of Luka Koper, d. d. and enter into effect with **25.05.2021**.