

GENERAL PURCHASING CONDITIONS OF LUKA KOPER, d.d.

1. GENERAL PROVISIONS

The present General Purchasing Conditions govern the business relationships between the company **LUKA KOPER, pristaniški in logistični sistem, delniška družba**, Koper, Vojkovo nabrežje 38 (hereinafter: the Purchaser) and its suppliers, service providers and sellers (hereinafter: Suppliers). The General Purchasing Conditions relate to all relationships of legal obligation between the Purchaser and Supplier for the supply, i.e. delivery and installation of equipment, materials, products (hereinafter: Goods), provision of services, or execution of construction work (hereinafter: Services), except where the Purchaser and Supplier (hereinafter also referred to as the Parties) should otherwise agree on a case-by-case basis. In case of doubt, only those arrangements that are made in writing shall count as special agreements between the Parties. These General Purchasing Conditions shall prevail over the selling terms of the Supplier, or shall preclude them, unless the Parties should otherwise agree in writing.

The term 'order' shall be used as a broader concept and shall include both a contract and a purchase order.

The General Purchasing Conditions shall form an integral part of each order.

2. ENQUIRY AND OFFER

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

On the other hand, the offer made by the Supplier is binding. It shall be submitted to the Purchaser in writing and shall 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 the 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. If the Supplier is unable to appropriately supplement or amend the offer due to objective reasons, it may withdraw its offer.

3. PLACING OF ORDERS

The Purchaser shall define each order clearly, not giving rise to any doubts, and supply all the necessary data, such as price, quality, quantity, deadline for delivery of the goods/service performance, and any specific terms of the order. When determining quality requirements, the quality standards, technical specifications, conformity assessment methods, warranties, etc. may be taken into account or required.

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 goods ordered.

In case of 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 three (3) work days after the order has been received.

The delivery of goods and provision of services shall be carried out on the basis of:

- an order based on an accepted offer through the issuance of a purchase order, or
- an order based on an accepted offer through the conclusion of a contract between the Purchaser and the Supplier.

An offer shall be deemed accepted by the Purchaser at the moment the Purchaser sends the Supplier a written purchase order referring to the submitted offer, and the Supplier receives such purchase order. The Supplier shall confirm the order to the Purchaser in writing. Upon such confirmation, a contractual relationship between the Purchaser and the Supplier shall be deemed concluded.

Should the Supplier's 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 in writing, otherwise the Purchaser may withdraw from the order.

In the case of orders where the purchase value exceeds EUR 30,000 excl. VAT, a contract shall be made in writing with the successful Supplier and signed by both contracting parties. A contract may be entered for

orders of a value lower than the above-mentioned amount if the Purchaser determines that a written form would ensure greater legal certainty and clarity, thereby enabling appropriate management of procurement risks. The Purchaser may also issue a purchase order for contractually agreed procurements of goods and services; in such purchase orders, the contractually agreed provisions shall prevail.

4. DELIVERY OF GOODS AND SERVICES

The Supplier shall deliver the goods or perform services in compliance with the confirmed order. The delivery of goods and/or performance of services shall be deemed completed when the goods have been unloaded in accordance with the instructions of the Purchaser's authorized representative and the delivery note has been signed by the Purchaser's authorized representative, or when the service has been performed and an acceptance report, issued work order, or other acceptance document has been signed by the Purchaser's authorized representative, and all deficiencies identified during the inspection of the performed services have been remedied. The delivery of goods and/or services shall also include the delivery of the agreed documentation or documentation required under the applicable regulations in force.

The place of delivery of the goods shall be deemed to be a location within the Purchaser's area of operations, specifying the exact facility location (e.g. central warehouse, administrative building; hereinafter: Destination), under the DDP (i.e. Delivered Duty Paid, Incoterms 2020) term, including the obligation to insure the goods until delivery to the Purchaser, unless otherwise agreed for a specific transaction.

The delivery term and/or service performance term shall be agreed by the Parties in the order. Unless the Parties have 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 on time if it reaches the place of destination within the deadline set by the Purchaser, whereas delivery of goods (equipment) that also includes installation and the performance of services shall be deemed completed on time if the Supplier installs the goods (equipment) on the agreed date and enables the Purchaser to accept them.

The Purchaser reserves the right to change the time schedule and shall inform the Supplier thereof as soon as possible.

The Supplier undertakes to inform the Purchaser in writing, in due time, on any circumstance that affects, or might affect, the correct and timely performance of its obligations. In the event of an anticipated delay for which the Supplier is not responsible, the Supplier shall immediately notify the Purchaser thereof in writing and agree with the Purchaser on the further course of action regarding the delivery. The Parties may mutually agree to extend the deadline or, in such a case, terminate the contractual relationship.

5. LATE DELIVERY OR FAILURE TO DELIVER

If the Supplier is in delay with the performance of the order, the Purchaser may insist on the fulfilment of the order and, by written notice, grant the Supplier an additional period for performance. If the Supplier fails to fulfil the order within such additional period, the Purchaser may withdraw from the order. In any case, the Purchaser may claim compensation from the Supplier for any direct or indirect damages incurred.

6. CONTRACTUAL PENALTY

If the Supplier fails to fulfil its obligations, or fails to fulfil them within the deadlines agreed between the Purchaser and the Supplier, or within an additional period determined by the Purchaser, and the Supplier is responsible for such non-performance or delay, the Supplier shall pay the Purchaser a contractual penalty in the amount of 0.5% of the total contract price or the value of the individual order relating to the unfulfilled obligations or obligations in respect of which the Supplier is in delay, for each commenced calendar day of delay or non-performance. The total amount of the contractual penalty for non-performance or delayed performance of obligations shall not exceed 10% of the final contract price or the value of the individual order relating to the unfulfilled obligations or obligations in respect of which the Supplier is in delay. The contractual penalty shall be calculated in accordance with the applicable value added tax (VAT) legislation in force at the time the obligation to pay the contractual penalty arises. Payment of the contractual penalty shall not affect the Purchaser's right to claim compensation from the Supplier for the full amount of damages exceeding the amount of the calculated or paid contractual penalty.

7. 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 damage/loss of goods resulting from insufficient or inappropriate packaging.

Each packaging unit shall contain the relevant data from the order. A 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 ensure that all packaging used for the delivery of goods is environmentally acceptable, minimal and safe for use, limited in quantity and weight to the minimum extent necessary to ensure adequate protection of the goods, designed to enable separate collection, reuse or recycling, and compliant with the applicable legislation governing environmental protection and packaging-waste management.

Single-use packaging shall be made of materials that can be recycled or recovered for energy purposes, shall not contain hazardous substances unless such substances are strictly necessary for the protection of the goods, and shall be properly and clearly labelled in accordance with applicable regulations (e.g. indication of the material type). The Purchaser reserves the right to reject the delivery if the packaging does not comply with the above requirements.

In the event of the use of returnable or chargeable packaging, the Supplier shall clearly indicate this in advance in the offer and shall ensure a packaging return system at no additional cost to the Purchaser. The Supplier shall be responsible for fulfilling all extended producer responsibility obligations, including the organization and financing of packaging-waste management arising after the delivery of the goods.

8. INVOICE AND PAYMENT TERM

The Supplier shall issue an invoice to the Purchaser for each completed delivery of goods or performed services within 8 days of the successful delivery of the goods or performance of the services, unless otherwise agreed in the individual order. The invoice shall be sent to the address specified in the order.

A mandatory item on the invoice shall be the purchase order number and/or the contract number, and a mandatory attachment to the invoice shall be the delivery note, work order, or acceptance report signed by the Purchaser's representative confirming the delivery of the goods or the performance of the services.

In the event that an invoice sent by the Supplier to the Purchaser is incomplete, incorrect, or submitted later than the deadline specified in the contract or these terms and conditions, the Purchaser shall reject it and request the issuance of a new invoice, and the Supplier shall not be entitled to charge the Purchaser default interest in relation to such rejected invoice.

Unless otherwise agreed, payment shall be made within 75 days from the date of delivery of the goods or performance of the services. The Purchaser may withhold payment, without incurring default interest, until any deficiencies have been remedied.

Payment shall be made by transfer to the Supplier's bank account.

If the payment due date falls on a Sunday, Saturday, or other non-working day, payment shall be made on the first following working day without incurring default interest.

The invoice shall not be paid if the delivered goods or performed services were not ordered in writing, contractually agreed, or duly accepted by the Purchaser with supporting evidence.

The Supplier shall not, without the Purchaser's prior written consent, assign, pledge, or sell its existing or future claims against the Purchaser, nor dispose of them in any other manner.

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) of 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 the due date.

The expected invoice format is electronic, namely in XML eSLOG 2.0 format, with an attached copy of the invoice in PDF format. All possible attachments to the e-invoice must be in PDF format. The e-invoice shall be sent to the e-mail address eracuni@luka-kp.si or via the e-exchange provider bizBox (www.bizbox.eu). The e-mail must contain only one PDF invoice with any accompanying attachments. If the PDF invoice is not titled 'Račun' or 'Invoice', the e-invoice must always be the first file in the attachment.

9. SECURITY

The Purchaser may, when placing an order, require the submission of one or more security instruments, namely: for the proper, timely and high-quality performance of the order; for the rectification of defects within the warranty/liability period; for any advance payments; or for other forms of security. In such a case, the Purchaser and the Supplier shall agree in writing on the form and content of the financial security.

10. LIABILITY FOR DEFECTS AND COMPLAINTS

The Supplier guarantees the quality, performance, and conformity of the ordered goods and/or performed services in accordance with the applicable regulations in force at any given time, unless otherwise agreed in the individual order.

Upon acceptance, the Purchaser shall carry out a customary inspection of the delivered goods or verify the performed services. This customary inspection shall be deemed to include checking the quantity of received goods or the scope of performed services, the conformity of the order with the specifications, and inspection of visible damage (e.g. damaged packaging, obvious defects in the goods or in the performed services); however, it shall not include detailed technical inspections or hidden defects that cannot be identified during a customary inspection, and such defects may therefore be asserted subsequently.

If, upon delivery of the goods or performance of the services, non-conformity with the order is identified, the Purchaser shall submit a written complaint to the Supplier within eight days of receipt of the goods or completion of the services. At the same time, the Purchaser shall set an appropriate additional period for the fulfilment of the obligation, which shall as a rule not exceed 10 days, but may be adjusted appropriately depending on the circumstances of the individual case.

The setting of an additional period shall not be reasonable where it is evident that the Supplier will not be able to fulfil the order even within the extended period, or is no longer capable of performing it at all (for example, due to the initiation of insolvency proceedings, suspension of production, etc.).

11. WARRANTY

Unless otherwise specified in the order, the Supplier shall be bound by the statutory warranty/liability periods or by any longer warranty periods provided by the Supplier.

The Supplier shall be obliged to remedy, at its own expense, all defects arising during the warranty/liability period. In such a case, the Purchaser shall prepare a defect report and submit it to the Supplier. The Supplier shall be obliged, upon the Purchaser's first request, to commence the rectification of the defects and shall remedy them within a reasonable period determined by the Purchaser.

The warranty/liability period shall commence when the Purchaser takes over the complete delivery of the goods or the performed service in accordance with the order. If deliveries/services are only partially performed and the Purchaser has already begun to use them, the warranty/liability period shall not yet commence. The required minimum warranty period is 24 months, unless the Purchaser and the Supplier explicitly agree otherwise. Any defects discovered during the warranty/liability period shall be remedied by the Supplier at its own expense, in agreement with the Purchaser. The warranty/liability period for replaced goods or for a repaired part of the goods shall recommence upon the rectification of the defect.

The Supplier shall be held liable for any damages resulting from such defects and from the remedial action on the goods/services delivered. The Supplier's liability shall also include reimbursement of pecuniary fines imposed on the Purchaser by public authorities and claims of third parties against the Purchaser.

12. INTELLECTUAL PROPERTY RIGHTS

With the fulfilment of the obligations under the order, unless otherwise agreed in the individual order, and with the payment made by the Purchaser to the Supplier, it shall be deemed that the Supplier has transferred

intellectual property rights to the Purchaser (e.g. rights arising from patents, designs, trademarks, utility models, and economic copyright), to the extent necessary for the unrestricted use of the goods or performed services. Accordingly, the Purchaser shall receive unlimited economic copyright or a free licence for all delivered goods or performed services of the supplier, including all plans, drawings, sketches, engineering work, and basic designs. These provisions shall apply in particular to economic copyright, patents, utility models, trademarks, know-how, and other industrial and intellectual property rights used by the Supplier in the performance of the services or required by the Purchaser for the use of the goods or services. The Supplier shall be responsible for ensuring that the intellectual property rights of third parties are not infringed, and in the event of any infringement shall indemnify the Purchaser and hold it harmless from any damages.

13. TRADE SECRETS AND PERSONAL DATA PROTECTION

The entire order, including all related documentation, shall be deemed a trade secret, and the Purchaser and the Supplier shall appropriately protect any information relating to their mutual business relationship under this transaction and shall prevent access by third parties. The Purchaser and the Supplier expressly undertake to instruct employees who have access to the content of this relationship and who participate in its performance within the scope of their duties on the obligation to protect trade secrets.

The Supplier's responsible persons shall be subject to criminal and civil liability for any breach of the obligation to protect trade secrets.

The Purchaser and the Supplier agree that they shall safeguard trade secrets and shall use them solely for the purpose of performing the subject of the order. They further agree that they shall not disclose trade secrets to anyone, except to their parent company, subsidiaries, affiliated or otherwise commonly controlled companies, as well as to those of their employees or collaborators within such companies who are responsible for reviewing such information and who require the information for the performance of their work.

The obligation to protect trade secrets shall not apply in the following cases, where:

- one party was already aware of the trade secret before receiving it from the other party;
- the trade secret becomes publicly available for reasons other than a breach of the order;
- the trade secret was independently disclosed by one party without any breach;
- the trade secret is disclosed by one party upon the request of a competent court or other state authority;
- one party discloses the trade secret to a third party on the basis of written authorisation from the other party;
- the trade secret is received from a third party without similar restrictions and without any breach.

The Supplier declares that the field of personal data protection is regulated in accordance with the applicable legislation. The Purchaser undertakes to protect all personal data which will be used exclusively for the purpose of supplying goods or performing services.

The obligation to protect business secrets and personal data does not cease even after the termination of the business relationship between the Parties (e.g. after the completion of the order).

In the event of any breach of the obligation to protect business secrets and personal data, the Supplier shall be liable to the Purchaser for any damages incurred by the latter and undertakes to bear material and criminal liability for such breach.

The areas of protection of business secrets and personal data are also governed by the internal Rules on the Protection of Business Secrets and the Rules on Personal Data Protection, which are publicly available on the Purchaser's website: <https://www.luka-kp.si/o-podjetju/pomembni-dokumenti/>.

14. OBSERVING THE PORT'S SAFETY, ENVIRONMENTAL PROTECTION, FIRE SAFETY, AND OCCUPATIONAL HEALTH AND SAFETY REGULATIONS AND ENERGY EFFICIENCY RULES

The Supplier undertakes that, during the execution of the order within the area of the Koper Freight Port, it shall comply with occupational health and safety regulations, fire safety regulations, and the publicly available internal regulations of Luka Koper d.d. governing this area.

For the purposes of executing the order within the area of the Koper Freight Port, the Supplier and the Purchaser shall regulate mutual safety measures on the basis of the Agreement on Safety Measures, which the Supplier and its subcontractors must conclude and sign with Luka Koper d.d. prior to the issuance of permits for entry into the Koper Freight Port (in accordance with occupational health and safety legislation).

By doing so, they confirm that the persons listed in the application for the issuance of permits are familiar with the regulations of Luka Koper d.d. in the field of occupational health and safety, environmental protection, internal order, and all related instructions. At the same time, the Supplier and its subcontractors are also expected to act with due care and responsibility with regard to resources, the environment, and energy.

All persons who enter the Koper Freight Port area shall observe the Port Regulations, published at <https://www.luka-kp.si/luski-vodnik/pristaniski-red/>.

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

In the event of an accident or environment pollution, the Purchaser will see to contain the pollution and eliminate the consequences, while the polluter shall refund the costs incurred to the Purchaser. The Supplier performing services within the Koper Freight Port area is obliged, at its own expense, to ensure the removal of all waste generated during the execution of its services. Disposal of such waste into the Purchaser's or other persons' waste containers is forbidden, except in cases where this Contract provides otherwise or when the Supplier has a contract in place with a waste management provider in the Koper Freight Port area. Moreover, the Supplier shall submit all documents required by law (e.g. permission for waste removal or disposal), regardless of whether the Purchaser has requested the documents or not.

Vehicles may only enter the Koper Freight Port based on special permission from the Purchaser. The Supplier undertakes to pay for permission for vehicles to enter the Port according to the price-list published on the Purchaser's website.

Upon the Purchaser's request, the Supplier shall be obliged to provide the required evidence and documentation demonstrating the energy characteristics and efficiency of the supplied goods and performed services, which may have a significant impact on the Purchaser's energy consumption.

15. WITHDRAWAL FROM THE CONTRACT/ORDER

If the Supplier withdraws from the contract/order prior to the execution or during the performance of the ordered services or the supply of goods, the Supplier shall reimburse the Purchaser for any price difference arising from the selection of a new supplier and shall compensate the Purchaser for all actual damages incurred and any loss of profit.

In the event of non-material breaches of obligations by the Supplier, the Purchaser shall first issue a written notice requesting the Supplier to fulfil its obligations. If the Supplier fails to remedy the breach within eight days of receiving such notice, the Purchaser may withdraw from the order/contract without any notice period.

The Purchaser may withdraw from the order/contract without any notice period in the event that the Supplier materially breaches its obligations. Material breaches of the order/contract shall include, in particular:

- a) if the Supplier fails to fulfil the obligations undertaken under the order/contract, or breaches such obligations and fails to remedy the breach even within an additional period granted following a prior written notice from the Purchaser;
- b) if the Supplier becomes unable to fulfil its obligations, fails to commence the provision of services or the supply of goods within the agreed timeframe, or interrupts or suspends the performance of the ordered services or the supply of goods without the prior written consent of the Purchaser;
- c) if the Supplier does not perform the ordered services or supply the goods in accordance with the contract/order, or clearly neglects its obligations under the contract/order and fails to follow the Purchaser's instructions, or performs the work in such a way that it could cause direct or indirect damage to the Purchaser;
- d) if the amount of the contractual penalty exceeds the maximum amount of the contractual penalty stipulated in the general procurement terms and conditions or another amount defined by the relevant legal transaction;
- e) if the Supplier performs its obligations improperly more than twice;
- f) if insolvency proceedings or any other termination proceedings are initiated against the Supplier;
- g) if, in the Purchaser's assessment, the Supplier becomes insolvent, even if such insolvency has not been established by a court decision, or if there are other reasons based on which the Purchaser may reasonably conclude that the Supplier will not be able to fulfil its obligations;
- h) if the Supplier ceases its business operations;

- i) if a court enforcement order for debt payment has been issued against the Supplier and, as a result, its accounts have been blocked for more than three (3) days;
- j) if, in the Purchaser's assessment, there is such a negative development in the Supplier's economic, legal, or personnel situation, or if other circumstances arise that could place or potentially place the Purchaser in a significantly less favourable position, substantially undermine confidence in the Supplier and/or its ability to fulfil its obligations, or otherwise jeopardise, hinder, or prevent the performance of obligations;
- k) if the circumstances relating to the order have changed to such an extent that the original purpose for which the order was placed and accepted can no longer be achieved;
- l) in other cases specified in these General Purchasing Conditions, in the contract, or in other provisions of the order.

In the event of withdrawal from the order pursuant to the preceding paragraph, except in cases referred to in items k) and l), the Supplier shall reimburse the Purchaser for all costs and damages incurred as a result of such withdrawal.

The Purchaser may also withdraw from the order without any notice period in the event that it becomes aware that the Supplier:

- is subject to criminal proceedings prior to commencing business cooperation with the Purchaser, or if criminal proceedings are initiated against the Supplier during the course of business cooperation with the Purchaser;
- has been finally convicted of a criminal offence or an administrative offence in the field of tax, labour, economic, social, or environmental legislation;
- has committed a serious breach of professional rules, which the Purchaser can demonstrate by appropriate means (e.g. a decision issued by a chamber or professional association representing entities of a particular profession or field), or has clearly acted contrary to generally accepted moral and ethical principles or to the moral and ethical principles defined in the Ethics Code of the Luka Koper Group (hereinafter: the Ethics Code) or in the Sustainable Procurement Policy of the Luka Koper Group;
- has been included in the so-called Register of Economic Operators Subject to Ancillary Sanctions of Exclusion from Public Procurement Procedures, maintained by the Public Procurement Directorate (Ministry of Public Administration – MJU) at the following link: <https://ejn.gov.si/sistem/negativna-lista.html>.

The provisions of the preceding paragraph shall also apply where the circumstances or conduct of the Supplier relate to its management or supervisory board members, or beneficial owners (e.g., shareholders), who may influence the Supplier's decisions and operations.

The notice of termination or withdrawal from the order shall be issued by the Purchaser by registered mail and shall become effective on the date of delivery to the Supplier; if delivery is not possible, it shall become effective on the date of the first unsuccessful delivery attempt of the registered mail.

In the event of termination of the order for any reason whatsoever, all rights and obligations of the Parties acquired or arising during the validity of the order shall remain in force, unless otherwise provided in the order or these General Purchasing Conditions.

16. OBSERVING THE ETHICAL PRINCIPLES AND ANTI-CORRUPTION COVENANT

The Supplier shall comply with a high standard of integrity and ethical conduct and undertakes to implement all necessary measures to prevent corrupt practices in all areas of its business operations. Extortion, lack of transparency, corruption, and other unethical practices are prohibited and shall be subject to reporting to the Corporate Integrity and Compliance Officer of the Purchaser through the irregularity reporting system at <https://nepravilnosti.luka-kp.si/>.

The Supplier shall comply with the Ethics Code of the Luka Koper Group, the Code of Conduct for Business Partners of the Luka Koper Group, the Anti-Corruption Policy of the Luka Koper Group, and the Sustainable Procurement Policy of the Luka Koper Group, which are published at <https://www.luka-kp.si/o-podjetju/pomembni-dokumenti/>.

Furthermore, the Supplier shall neither directly nor indirectly give, promise, accept, or request any gifts, benefits, services, or anything similar intended to influence the impartiality and objectivity of the Purchaser's employees in the execution of orders.

The Purchaser and the Supplier shall strictly adhere to a zero-tolerance policy towards corruption in their mutual cooperation. The anti-corruption clause set out below forms an integral part of all orders between the Supplier and the Purchaser, regardless of whether they are concluded by purchase order or contract:

The Parties confirm that they are aware and acknowledge that this contract shall be null and void if, at any stage of the conclusion or performance of this contract, any person acting in the name of or on behalf of the Supplier has promised, offered, or given any undue benefit to a representative or intermediary of the Purchaser for the purpose of obtaining business under this contract, securing the conclusion of the contract under more favourable terms, omitting proper supervision of the performance of contractual obligations, or for any other act or omission through which damage has been or will be caused to the Purchaser, or through which an undue benefit has been or will be obtained by a representative or intermediary of the Purchaser and/or the Supplier, or by its representative, agent, or intermediary.

The Purchaser shall have the right, upon prior notice, to verify whether the Supplier complies with all obligations arising from the documents referred to in the second paragraph of this section. This shall include appropriate access to all relevant information, personnel, premises, and documentation. If the Supplier refuses or obstructs such verification without justified reason, the Purchaser shall have the right to place the Supplier on the internal "List of Economic Entities Restricted or Prohibited from Cooperation with Luka Koper d.d."

17. BUSINESS PARTNERS/SUPPLIERS DUE DILIGENCE

The Purchaser shall have the right to request that the Supplier provide information or complete questionnaires relating to the Supplier's compliance and operations in accordance with ethical principles and anti-corruption principles, or which are necessary for conducting business-partner due diligence activities and for identifying any potential conflicts of interest in procurement procedures, including:

- identification of the bidder/business partner (KYC form), or a declaration/information regarding the participation of natural and legal persons in the ownership structure of the bidder/business partner, including the participation of silent partners, as well as information on economic entities which, pursuant to the provisions of the law governing companies, are considered affiliated companies of the bidder/business partner;
- a declaration by the bidder/business partner confirming compliance with the Code of Conduct for Business Partners of the Luka Koper Group;
- the Luka Koper Group Supplier Questionnaire – ESG (in accordance with ESRS), relating to the sustainability aspects of operations and compliance with ethical requirements and anti-corruption practices,
- evidence of training provided to key personnel for the identification, avoidance, and prevention of unethical and corrupt practices.

The Purchaser shall also have the right to conduct ESG (Environmental, Social and Governance) due diligence of the Supplier, which may include reviewing documentation, obtaining additional clarifications, and conducting audits (including on-site audits at the Supplier's premises or through third parties). In the event that any non-compliance is identified, the Supplier shall be required to prepare and implement a corrective action plan within a reasonable period of time.

Should the Supplier, without justified reason, refuse to complete the questionnaires or to undergo the due diligence process, the Purchaser shall have the right, at its sole discretion, to place the Supplier on the internal "List of Economic Entities Restricted or Prohibited from Cooperation with Luka Koper d.d."

The Supplier undertakes to use reasonable efforts to ensure compliance with the requirements of this clause also among its own suppliers/subcontractors.

18. FORCE MAJEURE

If circumstances constituting force majeure occur for the Supplier or the Purchaser, such party shall immediately notify the other contracting party of the occurrence of such circumstances. Force majeure shall mean extraordinary and unavoidable circumstances which could not have been foreseen, avoided or prevented, which arise after the conclusion of the legal transaction and are beyond the will or control of the affected party. If a party fails to notify the other party of the occurrence of force majeure, it shall lose the right to invoke force majeure as a justification, excuse or basis for asserting any other rights that it would otherwise have had as a result of the force majeure event.

In the event of unforeseeable circumstances arising due to force majeure, the Supplier shall, within objectively feasible limits, deliver the goods or perform the services for the Purchaser. In the event of force majeure, the Supplier shall be entitled to an extension of the delivery deadlines for goods and/or services.

In the event of force majeure, the Purchaser shall have the right to cancel individual or all purchase orders already issued, or to reduce the quantity of ordered goods and/or the scope of services to be performed. The Purchaser undertakes to pay the agreed contractual value for all goods delivered and/or services performed by the Supplier up to the cancellation or reduction of the order by the Purchaser.

In cases where the performance of the Supplier's or the Purchaser's obligations becomes objectively impossible, the obligations of the other party shall likewise cease. If, due to the occurrence or duration of force majeure, the purpose of the legal transaction/purchase order can no longer be achieved, either party to the purchase order may request termination of the purchase order.

The rights of the Purchaser or the Supplier arising from the occurrence of force majeure shall apply only for the duration of the force majeure event. If the force majeure event continues for more than 30 days, the Purchaser and the Supplier shall agree on the further implementation and/or validity of the purchase order. If the Purchaser and the Supplier are unable to reach an agreement, either party to the purchase order shall have the right to unilaterally withdraw from the purchase order by providing written notice to the other party.

19. PUBLIC PROCUREMENT

For purchase orders issued by the Purchaser through public procurement procedures, these General Purchasing Conditions shall apply only to the extent that they do not conflict with public procurement legislation or the documentation relating to the public procurement procedure.

For low-value public procurements recorded for evidentiary purposes and procurements of excluded lots in accordance with the Public Procurement Act (i.e. procurements which, under the conditions set out in the Public Procurement Act, are awarded without the application of public procurement procedures), the selected Supplier shall, for orders with a value exceeding EUR 10,000, provide a declaration containing information on the participation of natural and legal persons in the ownership structure of the Supplier/bidder, including the participation of silent partners, as well as information on economic entities which, pursuant to the provisions of the law governing companies, are considered affiliated companies of the bidder.

20. 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.

21. 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.

22. 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.

Should any individual provision of these General Purchasing Conditions or of any purchase order become invalid, it shall not affect the validity or enforceability of the remaining provisions of these General Purchasing Conditions and/or of any purchase orders issued on the basis hereof.

New or amended General Purchasing Conditions shall enter into force and become applicable on the thirtieth (30th) day following their publication on the Purchaser's website: <https://www.luka-kp.si/o-podjetju/pomembni-dokumenti/>.

Upon the publication of new or amended General Purchasing Conditions, the Supplier may terminate the existing contract/purchase order by submitting written notice of termination to the Purchaser, subject to a notice period of at least thirty (30) calendar days.

23. FINAL 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 (i.e. the Purchaser or the Supplier) 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 are written in the Slovenian and English languages. In the event of any ambiguity or inconsistency, the Slovenian language version shall prevail.

These General Purchasing Conditions shall be published on the website of Luka Koper, d.d., <https://www.luka-kp.si/o-podjetju/pomembni-dokumenti/>, and enter into effect on **19.05.2026**.