

## *General Terms of Business of Jevnikar Technical Services*

**General:** For these terms of business and all the legal relations to our customers and suppliers, the legislation of Slovenia applies. The orders we receive will only be executed according to our below stated terms of delivery and payment even if the requestor has other terms of business which may underlie the request or order. These terms are also valid for any further orders and do not necessarily have to be additionally agreed upon. Exceptions need our explicit and written confirmation. With an order, the client recognizes our terms of delivery and payment and takes note that the data we receive in connection to a request or order is protected. Agreements made orally are only valid with a written confirmation from us.

**Order placing /order acceptance:** The placing of an order can be submitted in verbal or in written form. The order will only become legally effective when confirmed by us in writing. The client gives us any needed material or documents free of charge to our disposal for further process and guarantees that any material (picture, sound, video, documentation, technical data) has no copyright and can be published. The client furthermore, is not allowed to make any copyright demands against us and frees us of any copyright obligations towards third parties. The client declines any spreading of information and picture material with illegal content. It is especially forbidden in the case of violent displays or calls for violence as well as pornography. The client is obliged to send the necessary material at his expense. If the transmittance does not occur within the deadline set, the order will be carried out with delay. The material sent by the client will be transformed into the usual formats for further process. A special follow-up work of the material (picture, sound, video, documentation, technical data) will be done as agreed and will be charged accordingly.

**Publication deadlines and delivery times:** The delivery times stated by us and / or the publication deadlines are not settlement dates. They are therefore not binding as long as there are not any explicit and written contracts between us and the client. Delivery and publication delays caused by an act of God and due to events that make the delivery or publication of our product impossible or made very difficult (technical problems, strikes etc.) allow us to postpone the delivery or publication deadline according to time lost or to withdraw from the contract. Claims for damages accordingly are limited to liability for gross negligence.

**Limitation of liability and guarantees:** Assured qualities need written form in individual cases. Claims for damage through fault at conclusion of contract or any unauthorized action are excluded as long as there is no gross negligence or deliberate action. This is also valid for claims for damage because of non-fulfilment. But only as far as the compensation is demanded for indirect or arising damages unless the liability is based on an assurance that covers the risk of such damages.

**Terms of payment:** Our prices include VAT. Our invoices are, if not otherwise agreed, due for net payment 10 days after invoice date. We reserve the right to request for an advance payment of max. 50%.

**Withdrawal:** A withdrawal of the client is only possible up to 5 days after the day of request confirmation. We reserve the right to deny a request if the orders content does not correspond to ethical principles. In the case of a withdrawal after the deadline of 5 days, an amount of 30% of the volume or maximum for the work actually carried out can be invoiced.

Place where a contract is to be fulfilled: Kranj (SLO). Court of jurisdiction: Kranj (SLO).