

GENERAL TERMS AND CONDITIONS OF SALE OF WEILER ABRASIVES D.O.O.

1. GENERAL

1.1 The following General Terms and Conditions of Sale shall apply to all offers and to any sale or supply of goods or services by WEILER ABRASIVES d.o.o. (hereinafter referred to as the Seller or the Company).

1.2 The terms and conditions of the Buyer or of the Customer, as well as any other terms and conditions differing from these General Terms and Conditions of Sale, shall only apply if they have been agreed between the Parties and expressly confirmed in writing by the Seller.

1.3 The written confirmation of an agreement to deviate from a particular point of these General Terms and Conditions of Sale of WEILER ABRASIVES d.o.o. shall not affect the validity of any other points or the General Terms and Conditions of Sale.

1.4 By accepting the offer, by concluding the contract, by placing an order or by performing any other mutually acceptable express or implied actions, the Buyer or the Customer confirms that they accept these General Terms and Conditions of Sale and that they agree with them in full.

1.5 The General Terms and Conditions of Sale form an integral part of the sales transactions in which WEILER ABRASIVES d.o.o. participates as Seller. These General Terms and Conditions of Sale can be found on the website of the Company (<https://emea.weilerabrasives.com/policies-and-practices>). By placing an order, the Buyer confirms the General Terms and Conditions of Sale of WEILER ABRASIVES d.o.o. for the current order and for all future orders.

2. QUOTATIONS AND ORDERS

2.1 All offers made by the Seller shall be binding for the Seller until the date specified in the offer. If no date is specified in the offer, the offer shall remain binding for 30 days. The offer shall only be valid for the full and undivided quantity of the goods specified in the offer. If the Buyer accepts the offer after the expiry of its period of validity, the Seller shall be free to accept or reject any such orders.

2.2 All of the Buyer's orders shall be set out in writing and shall be sent to the Supplier by post, electronically or through its own agents. The Buyer shall clearly and unambiguously define all orders, with all necessary information pertaining to the size, shape, quality, quantity, and place of delivery. Each order must contain basic information about the customer and the type, quantity, price, and delivery time of the goods ordered. Failing that, the Supplier shall have the right to reject the order and/or to request additional information.

2.3 Orders shall be deemed to be accepted only after written confirmation by the Seller. The Buyer's order, together with the Seller's written confirmation, shall be considered as the contract. If the Buyer does not reject such written confirmation of the order within 3 days or does not return the signed order confirmation to the Seller within 3 days, the Buyer shall be deemed to have fully accepted the contract or the order confirmation, as well as the terms and conditions set out therein, and the contents of the order confirmation shall be deemed to be final and binding between the Buyer and the Seller.

2.4 If the Buyer has refused to confirm an order in accordance with the Buyer's order and if any costs have been incurred by the Seller as a result, the Seller may charge the Buyer for any such costs incurred.

2.5 All additional deliveries and services will be charged separately.

2.6 All information and illustrations contained in general printed matter and promotional material shall be considered as non-binding.

2.7 Technical documentation such as drawings, plans, printed material, pictures, and relevant descriptions remain the property of the Seller. Such documentation may be made available to the Buyer for internal use only. Such documentation constitutes the intellectual property of the Seller and may not be disclosed by the Buyer to third parties without the written permission of the Seller.

3. DELIVERY

3.1 The delivery times stated on the order confirmation are indicative times *ex works* of the Seller's product, unless expressly confirmed as fixed.

3.2 The Seller reserves the right to extend the delivery time by up to half of the agreed time. In this case, the Seller must notify the Buyer of this fact in due time and also state the reasons for the extension. In the event of force majeure (fires, earthquakes, floods, wars, strikes, storms, traffic jams, governmental measures, or other unforeseeable, unavoidable, unexpected events), such an extension shall be considered as applicable for the duration of the circumstances in question. The Seller shall immediately notify the Buyer in writing of the occurrence or cessation of the event of force majeure.

3.3 The Seller reserves the right to apply any tolerances on delivery in the amount of ± 10 (ten) percent of the total quantity ordered, as well as the right to a maximum extension of one half of the agreed delivery time compared to the time specified in the quotation/order confirmation.

3.4 Partial deliveries are permitted and may be charged by the Seller. Shipping costs shall be borne by the Buyer unless otherwise agreed in writing.

3.5 Packaging shall be in accordance with any such standards that the Seller deems appropriate. Packaging shall not be recuperated by the Seller. Any special packaging requirements shall be charged accordingly.

3.6 Unless otherwise agreed in writing, the Buyer shall, at its own expense, obtain all necessary import licenses and other consents required for the shipment of the product, and shall provide them to the Seller.

3.7 If the Buyer fails to take over the delivery of the goods within the agreed time, the Seller may, at its discretion, charge the Buyer for actual damages (storage costs) or charge the Buyer a contractual penalty of EUR 10.00 per pallet or case of goods for each started week of delay. In the event of delay by the Buyer in taking over the delivery of the goods, the risk of accidental destruction or damage to the goods shall pass to the Buyer from the date of delay onwards.

4. SAMPLES

4.1 Samples and test products shall only be supplied against payment, unless otherwise agreed in writing by the Parties. Where samples or test products are supplied, the Buyer shall issue a test report on the completion of testing within a period not exceeding 3 months from the date of shipment.

4.2 The Seller shall not be liable for any defects in samples and test products supplied free of charge to the Buyer.

5. PRICE AND PAYMENT TERMS

5.1 Unless otherwise apparent from the accepted offer, from the order confirmation or from other documents constituting the sales contract concluded with the respective Buyer, the prices shall be those of "FCA warehouse WEILER ABRASIVES d.o.o., INCOTERMS 2020". The prices shall be net prices in the agreed currency for standard packaging. Value-added tax (VAT) is not included in the price and must be added.

5.2 For each individual sales transaction, the prices on the order confirmation shall apply. If, after the date of conclusion of the contract (order confirmation), one or more of the cost price factors (including but not limited to any fluctuation in the exchange rate, currency regulation, change in duties and customs duties, increase in the cost of labor, raw materials, input materials by 10% or more, energy or other production costs, etc.) increase, even if this increase is a consequence of foreseeable circumstances, the Seller reserves the right to unilaterally increase the price of the goods in a written notice sent to the Buyer which must reflect the actual increase in the Seller's costs of producing or delivering the goods, at any time prior to the delivery of goods.

5.3 The obligation shall be due and payable within the periods specified in the invoices issued. Payment shall be made in accordance with the terms and conditions set out for each individual transaction. Unless otherwise agreed in writing, payment of all invoices shall be made by bank transfer to the Seller's bank account, without any deduction. Bank charges shall be shared, with the originator paying the charges of its bank and the recipient of the transfer paying the charges of its bank.

5.4 The Seller reserves the right to charge statutory default interest from the date of default until payment for any payment delays.

5.5 If the Buyer is in default with its payment or fails to fulfil any other contractual obligation, or if the Buyer's poor financial standing or difficult financial situation becomes public and if, at the Seller's request, the Buyer is unable to offer sufficient security for its debts, all existing claims shall become due and payable immediately. The Seller shall then have the right, at his own discretion, to suspend further deliveries of the products ordered until the outstanding claims have been paid, to only comply with any pending deliveries on the basis of advance payment, or to withdraw from the contract in whole or in part.

6. RETENTION OF TITLE AND EXTENDED RETENTION OF TITLE

6.1 The goods delivered shall remain the property of the Seller after delivery to the Buyer until full payment of the purchase price and until the settlement of any other obligations to the Seller (in particular statutory default interest, costs, etc.). The Buyer shall cooperate in any measures taken to protect the Seller's property.

6.2 The Buyer may resell the goods supplied to it by the Seller in the ordinary course of its business, in the event of a resale of the goods with retention of title to the final purchasers or to third parties prior to full payment of the purchase price. In this contract, the Buyer cedes in advance all claims obtained by the Buyer with regard to further sale of the goods supplied by the Seller with extended retention of title to the Buyer to collateralize its claims obtained on the basis of the sales contract with regard to unpaid purchase prices. The Seller accepts these claims in advance. The assignment shall be made on the condition that the Buyer pays the entire secured claim (purchase price and any interest and costs). The Buyer is obliged to disclose to the Seller, at the Seller's request, any information that the Seller may require for the possible recovery of the assigned receivables.

6.3 The Buyer undertakes that, in the event of a resale of the goods prior to full payment of its obligations, it shall also expressly agree with the third party (with its own buyer) to the same retention of title, and shall ensure that such agreement is concluded in writing.

6.4 The Buyer also undertakes to keep the goods in safe custody until full payment of the purchase price, and not to encumber them with any real or other rights in favor of third parties without the prior written consent of the Seller.

7. LIABILITY

7.1 The Seller shall not be liable for any damages suffered by the Buyer as a result of the Buyer's delay in performing its obligations under the contract, in particular as a result of incorrect or inaccurate data, specifications, designs or any other information provided by the Buyer, and shall be entitled to claim reimbursement of any costs, losses or damages.

7.2 The Seller shall not be liable for damages not directly caused to the goods, in particular for lost profits and/or other material and non-material damages of the Buyer. The stated limitation of liability shall not apply if the damage is caused intentionally or due to gross negligence. Insofar as liability is excluded or limited, this shall also apply to the Seller's employees, workers, agents and fulfilment assistants.

7.3 In any case of liability for damages of the Seller, the total and maximum liability of the Seller and its related persons, employees, managers and subcontractors shall be limited to the amount of the value of the goods under complaint or to the amount of the value of the goods which caused the damage event.

8. WARRANTY AGAINST DEFECTS

8.1 Upon receipt of the goods, the Buyer is obliged to inspect them in the usual manner and to notify the Seller in writing of any obvious defects immediately upon receipt. Hidden defects must be notified within 8 days of their discovery, but no later than 12 months from the date of delivery.

8.2 The Buyer must make a written claim for defects in samples and test products within 3 (three) months of delivery. After the expiry of 3 (three) months from the delivery of the sample or test product, the Buyer can no longer claim any defects of those products. The Buyer may not claim any defects in respect of samples and test products received free of charge.

8.3 The Seller shall not be liable for any defects in goods past their expiry date.

8.4 The Seller shall not be liable for defects in the goods if the goods have been used for purposes unknown to the Seller at the time of the conclusion of the contract, nor for any defects resulting from improper use, incorrect installation, or use of unsuitable equipment or materials by the Buyer or the user. In addition, the Seller shall also not be liable for defects caused by normal wear and tear, improper ordering, improper handling, failure to observe proper storage conditions, excessive stress or chemical, electrochemical or electrical influences.

8.5 The Buyer may not return the goods under complaint to the Seller without the Seller's written consent. However, the Buyer may not use the goods subject to the complaint procedure without the Seller's express consent; failing that, the Buyer's right to claim shall be terminated in respect of the quantity of goods used. If the Buyer fails to return the goods complained of at the Seller's request, the right of complaint shall be terminated.

8.6 In the event of a justified complaint, the Seller shall choose between repairing the goods, delivering the goods without defect, or reducing the purchase price.

8.7 The Buyer is obliged to comply with the FEPA (Federation of European Producers of Abrasives) safety recommendations regarding the proper use of abrasive tools when using the goods.

9. PROTECTION OF PERSONAL DATA AND CONFIDENTIALITY

9.1 The Seller shall protect the personal data it processes for the purpose of offering goods or services and carrying out orders or deliveries in accordance with the legal requirements.

9.2 For the purpose of improving the efficiency of its resource management, standardizing customer communication processes, and coordinating its market presence, the Seller maintains a register of business partners. The register includes contact details of business partners of affiliated companies, i.e. the name and surname of the employee of the business partner, their job title, the name of the company in which the person is employed, the country in which the registered office of the company is located, the contact telephone numbers (landline and mobile), and the email addresses of such person.

9.3 The companies with the following ownership links are: Weiler Corporation (parent company), Weiler Mexico, Weiler Brazil, Weiler Abrasives d.o.o., Ecopack d.o.o., Weiler GmbH (subsidiaries).

9.4 The Seller shall enter the aforementioned contact details of the contact persons of its business partners to the register for the aforementioned purpose. The transfer of data, which qualifies as protected personal data, between the parent company (as the controller of the business partner register) and the Seller (as the controller of its own business partner records) is governed by standard contractual clauses.

9.5 Confidential information stemming from the contractual relationship and the contractual documentation shall be kept confidential by the Buyer and the Seller and shall only be used for the purpose of the performance of the sales contract; it shall not be disclosed to third parties without the prior written consent of the other Party. Neither Party may disclose or use the information referred to in the previous paragraph for any purpose not directly related to the performance of its rights and obligations under the contract without the prior written consent of the other Party. The

Seller and the Buyer undertake to protect the confidential information with the same degree of care they use to protect their own confidential information but in no event with less than due care and diligence.

9.6 Sketches, diagrams, calculations, instructions, writings, correspondence, notes, contract documents and other information in tangible or intangible form shall also be considered trade secrets.

9.7 The provision on the protection of personal data and confidentiality shall survive the termination of the business relationship between the Parties.

10. FORCE MAJEURE

10.1 The Seller shall not be liable for any non-performance or delay caused by force majeure.

10.2 Force majeure is the occurrence of an event or circumstance which prevents or hinders a party from performing one or more of its contractual obligations (an event of force majeure), if and to the extent that the affected Party can prove that:

- such an event or impediment is beyond its reasonable control; and
- such an event or impediment could not have been (reasonably) foreseen and expected at the time of the conclusion of the contract; and
- that the consequences of such an event or impediment could not (reasonably) have been avoided or overcome.

10.3 In the absence of proof to the contrary, in particular the following events or circumstances affecting a Party shall be deemed to have fulfilled the conditions set out in points a) and b) of the preceding paragraph of this Article, and the affected Party shall only have to prove that the condition set out in point c) of the preceding paragraph has also been fulfilled:

- war (declared or not), hostilities, invasion, action by foreign enemies, large-scale military action;
- mobilization;
- civil war, unrest, rebellion and revolution, military or usurped power, insurrection, terrorist act;
- sabotage or piracy;
- currency and trade restrictions, embargoes, sanctions;
- increase in tariffs/duties;
- lawful or unlawful act of authority, compliance with a law or governmental order;
- expropriation, seizure of works, requisition, nationalization;
- plague, epidemic, natural disaster or natural emergency;

- explosion, fire, destruction of equipment, prolonged failure of transport, telecommunications, information systems or power;

- general labor unrest such as boycott, strike and lock-out, lock-out, occupation of factories.

10.4 The affected Party shall immediately notify the other Party of the event of force majeure.

10.5 The Party successfully invoking this clause shall be relieved of the obligation to perform its obligations under the contract, as well as of any liability for damages or any other liability for breach of the contract, from the moment the impediment causes said inability to perform, provided that it has promptly notified the other Party. If notice is not given promptly to the other Party, the exemption shall take effect from the time the notice is received by the other Party. The other Party may, if appropriate, defer compliance with its obligations from the date of notification. If the effect of the claimed impediment or event is temporary, the above consequences shall only apply for as long as the claimed impediment prevents the affected Party from performing its obligations. If the duration of said impediment has the effect of substantially depriving the Parties of what they reasonably expected under the contract, either Party shall have the right to terminate the contract by giving notice to the other Party within a reasonable time. Unless otherwise agreed, the Parties expressly agree that either Party may terminate the Contract if the duration of the impediment exceeds 120 days.

11. CHANGED CIRCUMSTANCES

11.1 Notwithstanding that the Parties are bound to perform their obligations under the Contract, the Seller may, within a reasonable time after the entry into force of this clause, negotiate with the Buyer a variation of the relevant terms and conditions of the contract if the Seller proves that:

- the continued performance of its obligations under the Contract has become unreasonably difficult for it as a result of an event beyond the Seller's control (including but not limited to a reduction in its production capacity, the imposition of customs duties, etc.), which could not reasonably have been expected to have been taken into account by the Seller at the time of entering into the Contract, and that

- it could not have avoided or remedied the event or its consequences.

11.2 If the Seller and the Buyer do not agree to modify the relevant terms of the Contract, the Seller shall be entitled to terminate this contract.

12. COMPLIANCE WITH SANCTIONS

12.1 The Buyer undertakes to comply with all applicable laws, regulations and directives, including but not limited to all current and future sanctions, restrictions or measures of the Republic of Slovenia, the European Union, the United Nations or any other competent international body, in particular related to sanctions and measures against the Russian Federation and Belarus (e.g. Council Regulation (EU) No 765/2006 and Council Regulation (EU) No 833/2014)).

12.2 The Buyer warrants that the performance of this contract and any acts or omissions related thereto will not violate any applicable sanctions, measures, or restrictions (including but not limited to Council Regulation (EU) No

765/2006 and Council Regulation (EU) No 833/2014), and undertakes to take all necessary measures to ensure such compliance. The Buyer shall immediately notify the Seller in writing of any actual or potential non-compliance.

12.3 In the event of non-compliance with these provisions, the Seller reserves the right to: (i) immediately terminate the contract and any orders placed under this contract and any other agreements existing between the Seller and the Buyer, without obligation to provide any compensation or indemnity; (ii) recover from the Buyer any costs, damages, or losses incurred as a result of such non-compliance. The Buyer acknowledges and accepts full responsibility for all direct, indirect or consequential damages, penalties, or losses incurred by the Seller as a result of the Buyer's breach of these provisions. In addition, the Seller reserves the right to withhold any payments or deliveries hereunder or under any other contract until such time as said compliance is assured to Seller's satisfaction.

13. WITHDRAWAL FROM THE CONTRACT

13.1 In addition to any other legal remedies available to the Seller, the Seller may terminate the contract without notice if the Buyer: (i) fails to pay its overdue obligations under the contract and fails to do so despite receiving a written notice of default by the Seller, within 5 (five) days of receipt of said written notice of the Seller; (ii) is in material breach of its obligations under the contract; or (iii) becomes insolvent or becomes the subject of insolvency proceedings.

13.2 In the event that, after the conclusion of the contract, it is established that the Buyer will be unable to fulfil its obligations under the contract, the Seller may, prior to the fulfilment of its obligations under the contract, require the Buyer to provide adequate security for its obligations or to pay the purchase price in advance. Until such time, the Seller may withhold delivery of the goods to the Buyer. After the expiry of the time limit set by the Seller for the Buyer to provide additional security or to pay the advance, the Seller may withdraw from the contract without notice if the Buyer fails to provide the Seller with adequate security for the payment of its obligations or fails to pay the purchase price in advance.

14. MISCELLANEOUS

14.1 The Seller reserves the right to correct any obvious errors (typing or calculation) in quotations, order confirmations, delivery documents, invoices, etc.

15. APPLICABLE LAW

15.1 In relation to the conclusion of the contract, the contract, these General Terms and Conditions of Sale and any disputes arising from the Contract or these General Terms and Conditions of Sale, the legislation of the Republic of Slovenia shall apply, expressly excluding the application of the provisions related to conflict of laws or any provisions of private international law, as well as the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

16. DISPUTE RESOLUTION

16.1 All disputes which may arise in connection with the valid conclusion, breach, termination, and legal relations arising out of this contractual relationship shall be resolved amicably in the first instance. If no amicable settlement is possible, the court of competent jurisdiction shall be the court in Maribor, Slovenia.

17. FINAL PROVISIONS

17.1 These General Terms and Conditions of Sale shall remain in force for an indefinite period of time or until they are replaced by new ones.

17.2 The invalidity of any provision of these General Terms and Conditions or of any transaction shall not affect the validity of the remaining provisions of these General Terms and Conditions and/or of any transaction in which these General Terms and Conditions are incorporated.

17.3 These General Terms and Conditions of Sale are prepared in Slovenian, German and English. In the event of any ambiguity or inconsistency, the General Terms and Conditions of Sale in the Slovenian language shall apply for interpretation and construction.

17.4 The General Terms and Conditions of Sale and any amendments thereto shall come into force on the date of their publication on the Seller's website (<https://emea.weilerabrasives.com/policies-and-practices>). The General Terms and Conditions of Sale shall remain in force for an indefinite period of time or until amended. The Buyer is obliged to check the validity of the General Terms and Conditions of Sale and to monitor any changes thereto on the Seller's website before concluding the contract.