

Calcit Group General Terms and Conditions of Sale

Valid from 01/08/2025

1. Scope and definitions

- 1.1 These General Terms and Conditions of Sale ("GTC") apply to all our contracts, offers, supplies and other services. These General Terms and Conditions of Sale (hereinafter referred to as the GTC) apply to all business transactions between the Calcit Group companies: the parent company Calcit d.o.o., Slovenia and the subsidiaries Calcit Lika d.o.o., Croatia, Calcit Zeeland B.V., the Netherlands, Calcit d.o.o. Kragujevac, Serbia (hereinafter referred to as the Seller), and the purchasers of the goods and services (hereinafter referred to as the Buyer). The Seller and the Buyer are also individually and collectively referred to in these GTC as a "Party" or the "Parties".
- 1.2 The GTC shall form an integral part of all transactions between the Seller and the Buyer (hereinafter: the Parties) and shall have exclusive force and effect and shall apply even if not expressly provided for in the Contract. Any deviations from the GTC and the application of the other Party's terms and conditions shall be valid only if confirmed in writing by the Seller. The Buyer can find the applicable General Terms and Conditions of Sale on the Seller's website: www.calcit.si. The Buyer shall be deemed to have been validly informed of the GTC in this way and the GTC shall apply even if the Seller does not enclose them at the time of delivery of the Goods or performance of the Services. Any terms and conditions of the Buyer that contradict or supplement the GTC shall not apply and shall not form part of the Contract.
- 1.3 Any other general terms and conditions and/or any different or conflicting provisions set out by the Buyer, even if not expressly rejected by the Seller in correspondence, shall not apply as relevant to contracts between the Seller and the Buyers. In the event that the Seller confirms an individual order, this shall in no case imply that the Seller has accepted the Buyer's General Terms and Conditions at the same time. Neither any representation or performance made by or on behalf of the Seller will alter these GTC or the rights

and obligations of the Seller and the Buyer set out in these GTC. These GTC shall also apply to any future contractual relationship with the Buyer.

- 1.4 Goods for the purposes of these GTC include any tangible or intangible goods and any performance (whether of works, services or otherwise) supplied by the Seller or their subcontractors.
- 1.5 For the purposes of these GTC, claim means any claims, demands, causes of action, fines, penalties, awards, damages, losses, recourse, attorneys' fees and any other liability.

2. Conclusion, content and termination of the contractual relationship

- 2.1 Indicative offers, price lists, information on leaflets, catalogues, brochures and other oral or written information are not binding on the Seller. A binding contractual relationship shall be established by the Seller's written or electronic confirmation of the order or, in the absence thereof, by the Seller's delivery of goods or performance of services or by the Buyer's payment of the advance invoice within a given time limit.
- 2.2 All orders, agreements or modifications must be confirmed in writing by the Seller, otherwise they shall not be considered legally binding. Changes to a contract, agreement or order made orally or by telephone shall not take effect until confirmed in writing.
- 2.3 The Buyer must return a copy of our offer as an order signed with binding effect within ten (10) working days, unless a different time limit is agreed in writing, otherwise the Seller may cancel the offer. The Seller shall not accept any order which differs from the offer given, even if the order has not been expressly rejected in writing. The Seller's failure to respond to any requests or suggestions made by the Buyer shall not be deemed to be a consent.
- 2.4 As an expert in their field, the Buyer is obliged to inform the Seller immediately of an incomplete or inadequate offer.
- 2.5 The Seller may terminate the contractual relationship with the Buyer with immediate effect if (any such event being

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a "material breach of contract by the Buyer"): i. The Buyer fails to make payment to the Seller when due, even after receiving a reminder to pay; ii. The Buyer materially fails to comply with any of the provisions, or materially fails to perform any of their duties, obligations or responsibilities set out in these GTC; and iii. The Buyer is insolvent or has taken general measures to cease payment of their debts, has entered into negotiations for a general arrangement with their creditors, has been the subject of an application for insolvency proceedings or has entered into a settlement, reorganisation or similar arrangement with their creditors, or has ceased operating or is being wound up or goes into liquidation or has an administrator appointed for all or any part of its assets; and iv. The Buyer is in breach of a provision relating to trademarks, intellectual property, confidentiality, business compliance, sustainability and/or competition.

2.6 The Buyer shall not be entitled to any compensation upon termination or expiry of the contractual relationship for any reason whatsoever. In particular, without limitation, the Seller shall not be liable to the Buyer for any claim, action, demand or cause of action which has arisen or may arise, for any damages, compensation or other payment of any kind whatsoever, for any reason whatsoever, including, but not limited to consequential or incidental damages of any kind, alleged lost profits or commissions, lost income, anticipated sales, reputational damage, expenses, investments, costs of reorganisation, costs of arranging alternative lines of business, unjustified enrichment, covenants, goodwill or for any other reason or cause arising out of or in connection with the termination or expiration of the contractual relationship.

3. Prices, dispatch, packaging, transfer of risk and title

3.1 The price to be paid by the Buyer shall be the price set out in the Contract or in the Seller's invoice. Unless otherwise agreed in writing between the Parties, the price shall be payable in the currency of the country in which the Seller is established and shall not include any packaging costs, taxes, duties, fees, charges or other costs borne by the Buyer.

3.2 The Seller reserves the right to change the price at any time prior to delivery of goods or performance of services on the basis of any factors beyond the Seller's control, such as currency fluctuations, increases in transport costs, energy costs, raw materials, labour costs, other production costs, changes in delivery dates, quantities

or specifications of the Goods requested by the Buyer and accepted by the Seller. In addition, the Seller shall have the right to change the prices according to the specificities of the order and changed circumstances (e.g. long detours due to access problems, etc.).

3.3 Prices shall be determined on the basis of the applicable Incoterms, namely FCA ("Free Carrier") at the Seller's registered office, unless otherwise agreed in writing in the Seller's quotation or between the Parties.

3.4 Unless otherwise expressly stated: i.) the risk of dispatch shall be borne by the Buyer, ii.) the cost and risk of transport shall be borne by the Buyer, iii.) the risk of damage of any kind, including accidental loss, shall be borne by the Buyer (a) when the Goods are made available to the Buyer at the Seller's premises or (b) when the Goods are delivered to the Buyer in accordance with the agreed terms of delivery, whichever is earlier.

3.5 The ownership right or the title to the Products shall pass to the Buyer when they are paid for in full. The Seller reserves title to their Products until full payment has been received (retention of title) or, in the event of a different law in the country to which the Goods are delivered, other appropriate title to the Goods. For as long as the retention of title lasts, the Buyer shall treat the Products with due diligence and shall not modify or tamper with the Products or the packaging in any way. In the event of a resale, the Buyer shall assign all claims arising out of the resale to the Seller in advance until the final payment of the Goods. In the case of processing, treatment, merging or mixing of Goods, the Seller shall remain the owner of the corresponding co-ownership share in the processed Goods until final payment. In the event of insolvency proceedings, the Seller shall be entitled to the proceeds of the realisation of the Buyer's claims against their debtor to the maximum extent still permitted by applicable law (the so-called "extended retention of title"). The Buyer undertakes to assist the Seller concerning all arrangements for the purpose of securing payment for the Goods delivered. The Buyer further undertakes to keep the Goods in good condition as a professional (including any treatment) and to protect them against theft or damage until the full purchase price has been paid.

3.6 Unless otherwise agreed: i) the price of the packaging (big bags, pallets, etc.) is not included in the price of the product and ii) the Buyer is obliged to return the packaging at their own expense or will be charged

separately for the packaging.

4. Payment terms

- 4.1 Unless otherwise agreed in the offer, invoice or in writing between the Parties, payment will be made in advance (payment of the advance invoice). Otherwise, the Seller shall issue an invoice which shall be due for payment within the agreed payment period and shall be deemed to be settled when the Seller receives the funds on their current account. The Buyer has 8 days after receipt of the invoice to forward possible observations to the invoice in writing. After this period, the invoice can no longer be contested.
- 4.2 The Seller reserves the right, in their reasonable discretion, to unilaterally change the payment terms or to demand immediate payment (including outstanding obligations) in the event that: (i) the Buyer's solvency, in the Seller's sole and absolute discretion, materially deteriorated, in particular, but not exclusively, if: The Buyer ceases to carry on ordinary course of business or becomes, in the opinion of the Seller, insolvent or illiquid or over-indebted, or their assets or cash flow are, in the opinion of the Seller, materially reduced, or the Seller is subject to any insolvency, liquidation, enforcement, litigation, insurance, administrative, criminal or other proceedings which, in the opinion of the Seller, would materially affect the Buyer's ability to meet its obligations in the business relationship between the Parties. At the request of the Seller, the Buyer shall provide documentation and information to prove their creditworthiness and notify the Seller of any deterioration in this regard.
- 4.3 Unless otherwise agreed, the Buyer shall be liable for statutory default interest for late payment as provided for by applicable law. In the event of recovery, the Buyer shall bear all costs incurred in connection with the judicial and/or extrajudicial recovery of the debtor – in particular, but not exclusively, the costs of written and telephone reminders, bailiff, lawyers, courts, legal advice, interest for late payment. In the event of a written reminder sent to the Buyer for late payment, the Seller reserves the right to charge a written reminder fee of EUR 40. In the event of late payment of more than 30 days, the Seller shall have the right to change the agreed payment term to the Buyer and to suspend all deliveries of the Goods until the Buyer has settled all overdue obligations. The Seller shall have the right to set off payments received against the Buyer's older outstanding

obligations. Where costs and interest have been incurred in addition to the principal, these are recorded by first paying the costs, then the interest and finally the principal.

- 4.4 In the event of late payment, the Seller shall be entitled to suspend deliveries to the Buyer until the overdue and defaulted amounts have been paid in full, without notice to the Buyer and without any consequences to the Seller.
- 4.5 Without the Seller's express consent, the Buyer shall not set off or withhold their receivables against any amount due to the Seller for Goods supplied. No assignment of the Buyer's claims to third parties shall be permissible without the written consent of the Seller.
- 4.6 Where we charge by weight, the weight determined by the Seller at the time of loading shall be binding and conclusive unless the Goods delivered have been officially weighed at the place of dispatch by an independent third party.

5. Things owned by Calcit

- 5.1 In the course of business, the Seller may provide the Buyer with various other items that are the Seller's property (samples, materials, plans, specifications, test results, testing equipment, etc.). The Buyer shall be liable to the Seller if any of the above items are lost or damaged. The Buyer must inform the Owner without delay if the items are damaged, destroyed or confiscated by third parties.

6. Delivery

- 6.1 Upon receipt of the order by the Buyer, the Seller will confirm the possible delivery date. Confirmed orders by the Seller cannot be cancelled by the Buyer.
- 6.2 If the Seller finds that they are unable to meet the agreed delivery date, the Seller shall without delay inform the Buyer in writing and offer the Buyer a new possible delivery date. If the Buyer accepts the delivered products or services rendered despite the delay, the Buyer hereby waives the right to claim any damages.
- 6.3 The Seller reserves the right to deliver $\pm 5\%$ of the quantity specified in the order confirmation.
- 6.4 Waiting, demurrage or similar charges due to delay in acceptance of the Goods by the Buyer or persons acting on the Buyer's behalf will be charged to the Buyer and shall be payable in full by the Buyer within the given payment period.
- 6.5 On receipt of the goods, the Buyer or the Buyer's consignee must confirm the delivery of the goods in writing by signing an accompanying document (e.g.

delivery note). The persons signing the delivery note and other documentation as evidence of the order and shipment of the goods shall be deemed to be authorised to represent the Parties in this respect. The quantities indicated on the delivery note are taken into account for the calculation. The contents of the delivery note shall be binding even if the Buyer's authorised person was not present to sign the delivery note at the time of unloading at the place of destination.

- 6.6 In no event shall the Seller be liable for any costs, including any costs of substitute deliveries, direct or consequential damages and/or lost profits due to delays in delivery, unless otherwise agreed in writing between the Parties.

7. Force Majeure

- 7.1 The Seller shall not be liable for delayed or omitted or defective performance of their obligations, nor shall they be in breach of contract if the delay or omission is due to a cause beyond the Seller's reasonable control ("Force Majeure"), in particular war, environmental events (e.g. flood, fire, earthquake), strike, pandemic, insufficient supply of materials or energy, non-performance or poor performance or delay in performance by the Seller's suppliers, shortage of means of transport, blockage of transport routes, cyber incidents or attacks, IT system failures, regulatory requirements such as sanction measures (e.g. trade embargoes), extreme increases in customs duties, extreme currency fluctuations, and similar events or circumstances. This shall also apply in the event that such force majeure event has occurred at the location of Seller's suppliers. The Seller shall notify the Buyer as soon as possible of the beginning and end of the force majeure event. The Seller shall have the right, in the event of force majeure, to withdraw immediately from all or any part of the Contract without the Contractor having any rights of compensation, but in such cases shall, as far as possible, act in agreement with the Contractor.
- 7.2 The Contracting Parties are obliged to provide the requested information reasonably and without undue delay and to adjust their obligations in good faith in the light of changed circumstances.

8. Warranty and guarantees of the Seller

- 8.1 The Seller warrants and represents that (i) the Goods are manufactured, packaged and labelled in accordance with the applicable legal requirements at the place of manufacture at the time of delivery (ii) the Goods comply

with the then applicable specifications (quality standard or technical data sheet).

- 8.2 Any warranty or ensuring the performance of the Goods or suitability for a particular purpose is excluded. Any information that has been or may have been provided to the Buyer (e.g. product information, safety data sheets, other accompanying documentation, communications, recommendations made by or on behalf of the Seller) shall not be deemed to be a warranty or guarantee of the Seller. The representations made to the Buyer in clause 8.1. are the only representations and warranties given by the Seller. Any other warranties or guarantees, whether statutory, express or implied, are excluded to the extent permitted by law. The Buyer shall be responsible for carrying out appropriate tests as to the suitability of the Goods or parts or services for the Buyer's specified purposes and processing conditions.

9. Buyer's Claims and Seller's Liability

- 9.1 The Buyer is obliged to inspect each consignment of Goods delivered immediately upon delivery.
- 9.2 Claims shall be valid only if they are substantiated and made in writing without delay and at the latest within three (3) days from the time of delivery, provided that the Buyer shall describe the defect and allow inspection of the product complained of. If the Buyer fails to comply with the provisions of this Article, the Buyer shall be deemed to have accepted delivery and shall not be entitled to any remedy.
- 9.3 The Seller shall be entitled, at their sole discretion, to inspect or have inspected the Goods complained of at the Buyer's location and/or to require the Buyer to send a sample of the Goods complained of to the Seller within a reasonable time.
- 9.4 The Buyer shall, until the resolution of the claim, keep the Goods separate from other Goods, in their original condition, properly stored and insured at the full selling price, plus a surcharge for transport and storage costs, for their own benefit and for the benefit of the Seller.
- 9.5 No claim for non-conformity to specifications or shortage of quantities of any particular delivery or for any other reason whatsoever shall be valid in the event that the Buyer makes any alterations to the Goods supplied, or improperly uses or stores them, or mixes them with other goods, or uses them in their own production process or are used in the production process of their customers.
- 9.6 Upon timely submission of a Claim and compliance with the above conditions, the Seller will, at their option,

either (i) replace the non-conforming Goods with Goods conforming to the current specifications (ii) improve the Goods (iii) reduce or refund the Price. The Buyer shall return the non-conforming Goods to the Seller in their original condition or dispose of them as instructed by the Seller.

- 9.7 In no event shall the Seller, their affiliates, responsible persons and employees, subcontractors and their officers and employees be liable for any direct or indirect damages (including but not limited to any loss suffered by the Buyer, precautionary recalls, third party claims, production stoppage, etc.), incidental or consequential damages, any loss of profits, opportunity, revenue, damage to reputation and any other damages, whether caused by delay in delivery, breach of contract, breach of representations and warranties, or damages arising out of the defect or use of the goods purchased, unless the Seller has caused the damages by gross negligence or wilful misconduct.
- 9.8 The Seller's guarantee is limited to the amount of the resale value of the goods complained of.
- 9.9 The Seller shall not be liable for any damage suffered by the Buyer as a result of improper or careless use, handling or storage of the Goods supplied. The Parties agree that the Seller shall not be liable for damages arising from the inability to use the material or its intended use, such as for example for production, delivery to a new customer, etc.

10. Trademarks and Intellectual Property of the Seller

- 10.1 All intellectual property rights and other rights, including without limitation (i) copyright, copyright applications and all other rights in any form or medium of expression; (ii) all information designated by Seller or any applicable law as Seller's trade secrets, (iii) all privacy rights and all other protections for confidential information, (iv) patents and patent applications, (v) design rights, (vi) trademarks, trademark applications and trade names, (vii) know-how, formulas, and (viii) any subject matter, information or theories protected or registered under any copyright, patent, design, trade secret, confidentiality or other similar laws, (ix) any other similar rights or interests recognised by applicable law relating to or arising out of the Products; whether in Europe or any other country where the Products are marketed and/or sold, shall at all times be the exclusive property of the Seller.
- 10.2 The Buyer acknowledges the validity of and the Seller's rights in respect of the Intellectual Property; the Buyer

shall not do or cause to be done, directly or indirectly, anything which may adversely affect the Seller's said Intellectual Property or any right in respect thereof. The Buyer will not register or cause the registration of any intellectual property. If the Buyer, notwithstanding the prohibition set forth in this subsection, files an application for registration or obtains registration of such intellectual property rights, the Buyer shall, at the Seller's request, assign to the Seller all rights to such application or registration. In such case, the Buyer shall not be entitled to a refund corresponding to the application fees, if any, in respect of such application or registration for such transfer.

- 10.3 The Buyer undertakes to notify the Seller of any such registrations or applications for registration by third parties, if and when they become aware of such registrations or applications for registration.
- 10.4 The provisions of this Article shall survive the expiration or termination (for whatever reason) of the business relationship between the Parties.

11. Confidential information

- 11.1 "Confidential Information" means any information which is specifically marked as confidential or may be deemed to be so by its nature and which is received by the Buyer from the Seller. Confidential information includes, but is not limited to, methods, know-how, formulas, designs, compositions, processes, discoveries, improvements, inventions, computer programs and research and development projects, as well as information on business strategies and plans, production costs, purchasing strategies, profits, sales information, and customer and supplier information, including product order history, product needs and preferences information, product development information, product delivery schedules, pricing information, and customer and supplier lists. Confidential Information shall not include information which the Recipient can prove: (a) is in the public domain or subsequently enters the public domain through no act or fault of the Buyer; (b) is received from a third party who has a lawful right to transmit such information and is under no obligation to the disclosing party to keep such information confidential.
- 11.2 The Buyer shall use the Seller's confidential information only for the purpose of business cooperation. The Buyer will only disclose Confidential Information to their employees and contractors who must know it in order to carry out the business relationship, to the extent

necessary, and will obtain an undertaking from such employees or contractors to maintain confidentiality in accordance with the terms of these GTC; provided that the Buyer may disclose information where required to do so by law or by a court of law, but only to the extent lawfully requested, after giving prior notice to the disclosing party (where practicable) and putting in place reasonable safeguards to prevent any further dissemination. The Buyer shall be liable for any breach of these Conditions by their employees or contractors. The Buyer will take all reasonable precautions to prevent disclosure of the Confidential Information to any other person.

11.3 Unless otherwise expressly agreed, all confidential information disclosed by Calcit is and shall remain the intellectual property of Calcit.

11.4 This commitment of confidentiality shall survive the expiration or termination (for whatever reason) of the business relationship between the Parties.

12. Business compliance, sustainability and competition

12.1 Business compliance: The Parties undertake to comply with all applicable laws, regulations and standards in the conduct of their activities under this Agreement, including, but not limited to, environmental protection laws, labour laws, data protection laws and anti-corruption laws. Each Party will ensure that their employees, agents and subcontractors comply with these laws and regulations.

12.2 Sustainability: The Parties are committed to sustainable business and to reducing negative environmental impacts. The Parties will work together to find solutions to reduce resource consumption, cut emissions and promote recycling and reuse of materials. The Parties will also promote sustainable practices in their supply chains.

12.3 Competition: The Parties undertake to comply with all applicable competition laws and regulations. The Parties undertake not to engage in any activities that may restrict competition, including, but not limited to, price fixing, market or customer sharing and abuse of dominant market positions. Each Party shall ensure that their employees comply with these laws and regulations.

13. Applicable law and jurisdiction

13.1 These GTC, all contracts and the entire business relationship between the Seller and the Buyer shall be governed by Slovenian legislation without regard to conflict principles and rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 The Parties undertake to resolve any dispute,

controversy or claim arising out of or in connection with the contractual relationship governed by the GTC, breach or termination of the contractual relationship or its validity by mutual agreement. If the Parties cannot reach a mutual agreement, the dispute shall be resolved by the competent court of the place where Calcit Group is domiciled.

13.3 Notwithstanding the above, in the event that the Buyer defaults in their payment obligations to the Seller in respect of the Goods ordered, the Seller may, if they so choose, institute proceedings for the recovery of the debt in any court having jurisdiction in the matter.

13.4 The language used in court proceedings is Slovenian.

These Calcit Group General Terms and Conditions of Sale are published on the website www.calcit.si and are valid from 01/08/2025.

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