



L-Tek d.o.o.'s General Terms and Conditions as a contractor providing assembly of electronic components

1. GENERAL PROVISIONS

Under these provisions, L-Tek d.o.o. (hereinafter referred to as the **Contractor**) determines under what conditions it provides its services to the Customer (hereinafter referred to as the **Client**).

The General Terms of Service (hereinafter: **General Conditions**) define the general conditions for the provision of services. These General Conditions apply to all users of services provided by the Contractor. By confirming the order, the Client simultaneously accepts L-Tek d.o.o.'s General Conditions.

2. DATA PROTECTION

The Contractor shall protect all information received from the Client as part of a Non-Disclosure Agreement (NDA), but shall have the authority to use this information to benefit the Client.

Trade secrets shall remain the property of the contracting party which discloses them, and the party shall, upon request, return to the other party all trade secrets received in tangible form, or destroy all such trade secrets and, at the request of the other contracting party, confirm in writing the destruction thereof.

3. PRICES AND QUANTITIES

Prices are valid for Ex Works (EXW) Šentjernej, Slovenia.

All prices are in EUR and do not include value added tax. VAT is paid in accordance with current regulations.

The quantities of products are provided in the Client's order. In the event that the minimum order quantity of components (MOQ) is greater than the quantity required and cannot be used by the Contractor in other projects, surpluses will be charged to the Client who has been notified of the MOQ as described in the third point of these Terms and Conditions upon delivery of the products.

The prices for the services provided and the components supplied are determined by the offer or agreed to under the contract. The Contractor reserves the right to change the price in the event of significant changes in the purchasing market or in the event of significant changes to the specifications of the offered product. In this event, the Contractor will inform the Client of the reasons for changing the price and what the new price is. Based on this information, the Client will confirm or cancel this order, as stated in the fourth point of this document.

In the event of changing the product specification or termination of cooperation, the Client undertakes to purchase all materials which remain in stock and which the Contractor cannot use in other projects during the current year. The Client also agrees that a change in production data may change the price of the product.

The Contractor shall under no circumstance assume responsibility for the risk of changes in market prices or currency fluctuations.

The Client agrees to purchase from the Contractor all equipment and materials that will be stored in the Contractor's warehouses as surplus / unsaleable material / for the following reasons:

- due to the Client's changed or cancelled orders;
- the tally of materials has been modified (BOM – Bill of Materials);
- surplus material due to minimum order quantities (MOQ).

Material is considered unsaleable if it remains in storage for more than one year from the date of purchase.

4. ORDERS

Once the order is confirmed, it cannot be cancelled without prior agreement (NCNR – Non-Cancellable Non-Returnable).

In the event of order cancellation, the Client will arrange for the use or purchase of the material, which was procured by the Contractor for the cancelled order, as described in point 3 of this document.

5. DELIVERY TIMES

Delivery times depend on the delivery times of the components and materials and may change according to changes in delivery times for the components and materials or due to force majeure.

The delivery period shall commence on the following dates at the latest:

- a) date of order confirmation;
- b) date of fulfilment of all technical, commercial and other requirements incumbent upon the Client;
- c) date on which the Contractor receives an advance payment or security that needs to be provided before delivery of the goods.

Any liability the Contractor has to the Client or a third party if a product was not delivered within the agreed time due to delays in delivery of materials by suppliers or due to force majeure is expressly excluded. A force majeure is a phenomenon that cannot be predicted or prevented, in particular: lightning strike, sleet, storms, floods, earthquakes, fires, epidemics, martial law, quarantine restrictions, trade blockades, or specific measures enforced by the authorities.

6. PAYMENT TERMS

Payment terms are indicated in the offer or agreed to under a specific contract. The Client makes payments to the Contractor's bank account.

In the event of late payment, the Contractor shall charge default interest in accordance with the law and use all available methods of recovery.

Unless otherwise stated, the payment period is 30 days after delivery of the product (NET30).

The buyer shall not be entitled to retain or offset payments on the account of warranty claims or other counterclaims.

Until the Client settles all obligations, the product remains the property of the Contractor.

7. WARRANTIES AND GUARANTEES

The Contractor provides a one-year (1 year) warranty from the date of product acceptance. However, components and materials are warranted by suppliers and manufacturers.

The Contractor shall also not be liable for errors resulting from the design of the product by the Client or (components and) materials specified or supplied by the Client.

The Contractor is not obliged to provide a refund if the product has been tampered with by other persons.

The Client is obliged to provide the Contractor with a written complaint with all necessary information and return the product.

In the case of poor or incorrect performance of the services, the Contractor undertakes to repair the returned products or, if this is not possible, to repay the payment, but not exceeding the value of the ordered quantity, which was found to be the fault of the Contractor.

The Contractor does not guarantee the final customer and third parties the safety of the products in use.

8. PACKAGING AND LABELLING

The Contractor must pack all products in antistatic bubble bags and place them in larger cardboard boxes suitable for transport in a covered vehicle or as agreed to under a specific contract.

The Contractor will label the products with a sticker that will clearly show the quantity, product and lot number, or the labels will include the information specified under a specific contract.

9. RoHS AND REACH

The Contractor is obliged to provide a tally of components that comply with European regulations.

The Contractor must produce the products in accordance with European regulations and requirements.

10. EXPORT CLAUSE

The Client explicitly and without any limitation declares that he complies with the Slovenian Dual-Use Export Control Act (ZNIIBDR) (Official Gazette RS No. 37/2004 and 8/2010) and with the related US and EU export laws and regulations.

The Client must in particular verify and guarantee that

- goods specified under a goods and serviced contract are not intended for use in connection with military equipment, nuclear technology or weapons;
- he does not supply products to military customers.

The Client confirms that he will consult the Contractor in the following cases before performing the transaction if:

- the Client has information that any of the products listed above will be exported or re-exported to any embargoed countries or countries which support terrorism (e.g. Cuba, Iran, Syria, Sudan, North Korea);
- the products listed above will be shipped to companies, organizations or persons listed on the applicable US or national lists at the time of the transaction.

11. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights pertaining to technological solutions, inventions or inventions necessary to execute the order to the Client are the property of the Contractor. The Contractor is free to use these technological solutions as he wishes.

12. GENERAL INFORMATION

If individual provisions of the contract or of these terms and conditions are invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced with a valid provision that approximates the intended objective as closely as possible.

13. LEGAL PROTECTION

The parties shall first attempt to settle any disputes by mutual agreement. In the event that an agreement cannot be reached, the dispute will be settled by the District Court of Novo mesto.

Radko Luzar, CEO

