

General Terms and Conditions

The General Terms and Conditions of CNC stroji d.o.o. (hereinafter: the Seller) are compiled in accordance with the Consumer Protection Act, based on the recommendations of the Chamber of Commerce and Industry of Slovenia (GZS) and international codes.

GENERAL, VALIDITY

These General Terms and Conditions apply to all our offers, pro forma invoices, invoices, and contracts for the supply of products and services. The Buyer agrees to the General Terms and Conditions of CNC stroji as soon as they confirm and accept an OFFER, PRO FORMA INVOICE, or INVOICE.

The Client's terms and conditions are binding only if confirmed by us in writing. Orders are binding for us only if we have confirmed them in writing. The Client is obliged to immediately verify our order confirmation; otherwise, it is considered accepted if not contested in writing immediately. Every conclusion of a contract, as well as the delivery itself, is carried out under the condition of correct and timely delivery by our suppliers.

Only laws or provisions that cannot be excluded take precedence over the Seller's General Terms and Conditions. The potential invalidity of certain individual terms does not affect the legal validity of the other terms. Purchasing conditions defined by the Buyer are not binding for the Seller, even if the Seller does not explicitly reject them.

The General Terms and Conditions govern relationships and determine the rights and duties between the Seller and the Buyer of the Seller's goods or services, unless otherwise specified between the Seller and the Buyer. In the event that the Buyer's general terms and conditions differ from the Seller's, the Seller's General Terms and Conditions shall apply, except where the use of the Buyer's general terms and conditions is explicitly agreed upon in writing.

These General Terms and Conditions are valid from 01.01.2019 or from their publication on the Seller's website www.hypercut.si and may change during the period of validity. The amended version of the General Terms and Conditions becomes effective upon its publication on the Seller's website www.hypercut.si. By placing an order, the Buyer accepts the General Terms and Conditions. If the Buyer is unable to access or read them on the website, they may at any time request the Seller to send them for review (info@hypercut.si).

PAYMENT TERMS

The payment terms specified in the contract or issued pro forma invoices shall apply. In the event of a delay in payment, we are entitled to charge default interest at the legally prescribed rate. The Client (Buyer) must also reimburse all costs of reminders and any other expenses incurred due to the Client's delay in payment. These costs include service fees from the competent office and any legal

counsel hired by us. The Client (Buyer) must transfer payments to the transaction account specified by the provider. The Client (Buyer) agrees to any potential assignment of our claim against them to a third party. The contracting parties may agree on the possibility of settling obligations through the assignment of claims, to which the provider must give consent in each instance. Based also on past mutual business, the parties agree in advance that claims arising from the contractual relationship may also be settled through assignment, chain compensation, or other forms of compensation. The contracting parties agree that either party may request such a method of fulfillment, and the counterparty (except in the case of settling obligations with an assigned claim) cannot object to it.

DELIVERY PERIOD AND DELIVERY

- The performance or delivery period begins upon receipt of all necessary documentation and upon receipt of any agreed-upon advance payment.
- We strive to adhere to the stated delivery periods whenever possible. Minor delays are permissible. Deliveries that fail or are delayed due to special circumstances beyond our control entitle us to deliver later or to partially or completely withdraw from the contract, without the Client being entitled to claim damages.

The following are considered special circumstances:

- Technical difficulties arising from the nature of the order, rendering performance impossible or unacceptable for us or our subcontractor.
- Damage due to fire, shortage of raw materials or electricity, or other significant disruptions at our premises or our subcontractor's premises.
- Strikes, lockouts, war, and all cases of force majeure, as well as specific individual or general incidents.
- An increase in the price of raw materials or various components integrated into the machine by more than 15% after the signing of the contract or confirmation of the pro forma invoice and transfer of the advance payment.
- Deliveries are made from our warehouse or facility. Upon handing over the Goods to the carrier, regardless of whether they are authorized by the Client or by us, the risk passes to the Buyer.

If transport is carried out using our own vehicle or a manufacturer's vehicle, the delivery of goods takes place at the latest when the goods are available on the vehicle to the recipient at the delivery point – assuming a hard-surfaced access road. If, in the driver's opinion, the access is not suitable, delivery takes place at a location where flawless access and departure for the vehicle are ensured. Unloading is the exclusive responsibility of the Client, who must provide suitable unloading equipment and the necessary workforce.

- If the Client requests assistance with unloading or further transport, this work will be charged additionally according to the valid price list. Participation in such work does not constitute the assumption of additional warranty or liability.

RETENTION OF TITLE

- All delivered goods remain our property until the full fulfillment of the Buyer's obligations.

- The Client (Buyer) undertakes to use the goods subject to retention of title only in ordinary business transactions under normal business conditions and only as long as they are not in default of their obligations.
- The Client (Buyer) may resell the purchased goods only in a manner that secures the retention of title for us with such subsequent buyers.
- The Client (Buyer) is obliged to inform us immediately of any potential pledge on the sold items or any other encumbrance by third parties. If the Client has missed a payment deadline or otherwise violates contractual provisions, or if information regarding their insolvency becomes available to us, we have the right to prohibit the further sale of our goods to third parties and demand that they immediately transfer indirect possession to us at their own expense.
- We are entitled to demand the return of the items into our possession if circumstances become known to us indicating that the fulfillment of obligations by the Client (Buyer) is at risk.
- In the event of a breach of any of the Client's (Buyer's) obligations under this article, the Client (Buyer) is obliged to pay a contractual penalty in the amount of twice the value of the contractually delivered goods.

TECHNICAL DATA ON QUALITY

- Data in catalogs, sales documents, sketches, drawings, price lists, the internet, etc., are approximate and provided to the best of our ability. Tests and samples are considered averages, as are masses and their calculations, weight, values of use, tolerances, etc. Images in offers are symbolic, as they are mostly taken from images of previously completed similar projects; however, they may differ from the actual appearance of the ordered machine.
- Due to their extensiveness, offers are prepared based on standardized templates from previous offers; therefore, the Seller requests and requires the Buyer to review everything thoroughly and, if necessary, discuss every entry in the offer with the Seller through correspondence. CNC stroji d.o.o. reserves ownership and copyrights for all submitted offers, pro forma invoices, as well as provided drawings, images, calculations, brochures, catalogs, etc.
- We assume that the Client is familiar with the physical behavior and properties of mechanical parts and the use of these products in accordance with engineering standards.
- When placing an order, the Client must comply with technical data in accordance with engineering standards, legal and technical regulations, as well as individual legal agreements.

SALES PROGRAM

The Seller determines the sales program independently, and it is published on the website www.hypercut.si. The Seller may at any time, without prior notice, remove individual goods from the sales program or include new goods in the sales program. The Seller reserves the right not to list certain parts of the sales program on the website and also reserves the right to change technical specifications for certain products without prior notice. The Seller reserves the right to replace a brand of any component with an alternative one without notifying the Buyer, provided that this does

not significantly affect the expected and presented function of the machine that is the subject of the purchase.

PACKAGING

The Seller undertakes to deliver the goods to the Buyer in the agreed quality, quantity, and packaging.

ORDERING THE MACHINE

Ordering goods is possible by telephone, e-mail, online order, or by sending a written purchase order by mail. An order may only be placed by an adult; minors require the written permission of parents or guardians. When ordering a CNC machine, the basis is the offer, which contains a technical description of the functionalities. Once the Buyer confirms the offer (thereby agreeing to it) and requests a pro forma invoice (which refers to the offer and is issued based on the confirmed offer), this pro forma invoice becomes the basis for the advance payment. The payment of the advance serves as the final confirmation of the order and the basis for the commencement of production.

- All subsequently requested requirements are subject to feasibility and mutual agreement.
- The company CNC stroji d.o.o. is not liable for any misunderstandings or typographical errors and assumes no responsibility, additional costs, or obligations for changes resulting from them.
- Delays in delivery of up to 30 days cannot be the subject of claims for compensation due to production downtime and the associated loss of income.

By ordering the machine, the Buyer acknowledges and accepts:

- HyperCUT product quality
- HyperCUT terms and conditions
- HyperCUT technical solutions on the machine itself
- HyperCUT machine delivery system
- HyperCUT machine leveling and commissioning system
- HyperCUT training system
- HyperCUT machine maintenance system

CANCELLATION OF ORDER

An order can be cancelled under the following conditions:

- **Within 24 hours of the advance payment:** 100% of the paid advance is refunded.
- **Up to 1 month after the order:** 30% of the paid advance is refunded.
- **Up to 2 months after the order:** The advance payment is non-refundable.

Cancellation of the order is no longer possible after two months from the date of the order!

MACHINE DELIVERY

Transport of the Machine:

The company has its own delivery system for smaller machines; larger machines are normally delivered **EXW (Ex Works)**. For smaller machines, our transport system has proven to be the most suitable in terms of cost and quality. The Buyer has the option to arrange delivery themselves if the proposed delivery method is unsatisfactory; however, in such cases, the Buyer is not entitled to any reimbursement of costs incurred in connection with the change of delivery.

Unloading the Machine:

The machine must be unloaded at the Buyer's premises and moved to its installation site. This activity is the **sole responsibility of the BUYER**, as the supplier (HyperCUT – CNC stroji d.o.o.) cannot organize this part of the process.

Installation and Commissioning:

The machine will be installed and commissioned as specified in the offer. Furthermore, the machine will be capable of operating as described in the offer.

Complaints are NOT POSSIBLE for the following reasons:

- Color shade of the machine.
- Paint quality.
- Specific operational principles of certain machine components.
- Any minor scratches or damage that occurred and do not affect the functionality of the machine.
- Technical solutions in design that do not result in different machine operation than presented in the offer.
- Comparison with competitors and their different functional solutions.

Unless otherwise agreed, pallets or dedicated logistics equipment are not considered part of the packaging; therefore, the Buyer must return them, or the Seller will charge for them additionally.

PRICES

Selling prices for goods or services are expressed in euros and do not include VAT. Prices are determined and visible on the website www.bolha.com, which is considered an informative price list. The Buyer must pay close attention to what specific prices include, as no two machines are identical. The Seller may change selling prices at any time without prior notice. The valid selling price is the price at the time of the order, which the Seller cannot change once the order is confirmed. The Seller assumes no responsibility for typographical errors or for out-of-stock items. Selling prices are valid until stocks are exhausted.

Service prices are 100% higher in the following cases:

- when services are performed during holidays or weekends;
- when services are performed outside of regular business hours;
- when the SELLER, in agreement with the BUYER, must perform the service under special conditions.

For regular customers, a special offer is prepared with conditions tailored to the individual customer.

PAYMENT

Payment for goods or services is possible via pro forma invoice. The Seller shall deliver the goods exclusively after the receipt of funds in the Seller's transaction account.

The Buyer undertakes to settle the obligations for the delivered goods within the period specified in the contract or on the invoice. The Buyer may also settle obligations through mutual or chain set-off, factoring (purchase of claims), or assignment. In the case of payment by chain set-off, the date of payment is considered the day when the compensation is confirmed by all participants.

In the event of overdue payments, the supplier is released from the obligation to perform services arising from warranty claims. If the Buyer does not settle the obligations within the payment deadline, the Seller has the right to charge statutory default interest. If the Seller's claim is enforced through judicial or extrajudicial means, the Buyer must also reimburse all costs incurred by the Seller due to such enforcement.

The goods delivered by the Seller to the Buyer remain the property of the Seller until full payment of the purchase price, including all associated costs. (See Retention of Title)

RETURNS

The Buyer is not entitled to return the goods.

COMPLAINTS

The Buyer is obliged to inspect the goods upon takeover or delivery and immediately report any complaints to the Seller or the carrier. The Seller recognizes complaints regarding deviations from the offer only at the time of takeover or delivery. Subsequent complaints are not possible.

Complaints must be submitted in writing with attached photographs within 2 days of delivery.

The Seller guarantees that missing goods or defective goods will be delivered or replaced free of charge at the Seller's expense within the same timeframe as the standard delivery period for such goods.

The Seller is liable for damages only in cases of intent or gross negligence. Any liability of the Seller for lost revenue, indirect damage, wasted costs, and other consequential damage is excluded. Any claim for damages expires one year after the service has been performed. A claim or complaint regarding part or all of the delivered goods does not entitle the Buyer to delay or fail to fulfill partial or full payment.

PROTECTION OF PERSONAL DATA

The Seller undertakes to permanently protect all personal data of the Buyer.

The Seller processes the collected personal data of Buyers for the purposes of order fulfillment, statistical sampling, surveys, tailoring offers, providing information about offers, market research, updates and benefits, notification of shipments, implementation of targeted advertising, sending other promotional materials, and other necessary communication. Buyer data may also be forwarded to our contractual partners, e.g., delivery services, for the purpose of order fulfillment, but they do not store it in their own databases.

The Seller may also use data from publicly accessible databases for addressing printed materials, but does not process or maintain this data in its own information system. In no case will Buyer data be disclosed to unauthorized persons.

RIGHT OF OWNERSHIP (RETENTION OF TITLE)

The goods delivered by the Seller to the Buyer remain the property of the Seller until full payment of the purchase price, including all associated costs. The retention of title applies to all goods delivered by the Seller to the Buyer until the full settlement of the Buyer's obligations. Therefore, the retention of title also applies to goods that the Buyer has already processed or resold.

The retention of title also applies to all delivered goods until the complete fulfillment of outstanding claims arising from all mutual legal transactions with the Buyer. The Buyer is obliged to fulfill all necessary formalities to protect the goods subject to the retention of title. Any seizure or settlement of security involving goods subject to the retention of title in favor of third parties is prohibited.

In the event of seizure due to insolvency or other claims regarding the goods subject to the retention of title by third parties, the Buyer is committed to asserting the Seller's right of ownership and notifying them immediately.

All future claims of the Buyer arising from the resale of goods under the terms of retention of title may under no circumstances be assigned to third parties; instead, the Buyer shall immediately assign them to the Seller, regardless of whether the goods subject to retention of title – without processing or after further processing – are sold to one or more buyers. The assigned claims serve as a guarantee in the amount of the monetary value of the corresponding goods subject to retention of title delivered to the insolvent Buyer. As long as the Buyer fulfills their payment obligations, they may collect and process the claims assigned to the Seller themselves.

From the moment the Buyer fails to fulfill their obligations to the Seller in a timely manner, the aforementioned claims are assigned to the Seller for payment purposes. At the Seller's request, the Buyer's debtors must be immediately disclosed, and the Seller must be notified of the assignment of claims. Incoming payments that settle the Buyer's claims assigned to the Seller represent goods subject to the retention of title in the amount of the goods sold, which remain in the company's custody until the Buyer fulfills their payment obligations to the Seller.

STANDARDS, TECHNICAL SALES CONDITIONS

Our deliveries and services are carried out in accordance with our business practice. The Seller may change the design of the machine, the functionality of the machine, or replace mechanical, software, or electrical components; however, such changes must not alter the user experience or the core operation of the machine.

PROTECTION OF INTELLECTUAL PROPERTY

The protection of intellectual property encompasses copyright and industrial property law – meaning all utilized patents, utility models, industrial designs or models, trademarks, service marks, trade names and commercial designations or names of origin, as well as the suppression of unfair competition.

Trademarks and service marks published on the website www.Hypercut.si and all other documents of the Seller, including visual and audio material, as well as the name and logo HyperCUT, are the property of the Seller, or the Seller is the holder of the rights for their use and disposal.

The use of these trademarks and service marks is prohibited. Signs that are not registered as trademarks are protected under copyright law.

Unauthorized use or misuse of any registered trademark or logo of the Seller is not permitted. As a Buyer/user, you are aware that in the event of a breach of copyright or other intellectual property rights, the Seller may initiate civil and/or criminal proceedings against the infringer.

The Buyer also has the duty to use the purchased machine for its intended purpose and to ensure that no third party is allowed to inspect the machine's construction, its operation, software solutions, etc., with the aim of enabling a third party to unjustifiably obtain the Seller's intellectual property.

WARRANTY

- The general warranty terms and conditions of the company CNC stroji apply.
- The duration of the warranty is specified on the pro forma invoice or the final invoice.

Specific grounds for immediate termination of the warranty:

- The Seller is not required to notify the Buyer of the termination of the warranty period.
- Unauthorized modification of the machine.
- Failure to follow the instructions for use and maintenance.
- Using the machine outside the standards of a prudent businessman.
- Operating the machine without regular preventive maintenance services performed by the Seller.
- Using the machine with spare parts or consumables not purchased from the Seller (non-original consumables).

INSTRUCTIONS FOR CUSTOMERS – MACHINE USERS

When using the machine, you must adhere to the valid instructions for the use and maintenance of HyperCUT machines, general engineering knowledge regarding the maintenance and cleaning of moving parts, as well as the corresponding standards. Any intervention in or on the machine without the written authorization of the Seller shall result in the loss of the warranty. If the customer does not submit any observations (regarding the compliance of the offered and delivered machine) concerning the delivered machine within one month after delivery, they cannot be submitted at a later date.

VALIDITY OF GENERAL TERMS AND CONDITIONS

The validity of and agreement with the General Terms and Conditions is automatic in the following cases:

- If the Buyer confirms the pro forma invoice and pays the advance.
- If the Buyer takes delivery of the machine and uses it.
- If the Buyer pays for the machine.
- If the Buyer receives the invoice for the machine and records it as a fixed asset.

The content of the General Terms and Conditions is binding for the Client, the Supplier, and any co-signatories of contracts, regardless of how the co-signatory is defined in the contract. In the event that the content of the parties' contractual obligations contradicts these General Terms and Conditions, the signatories of these General Terms and Conditions are informed that in the event of ambiguity or a legal dispute, these General Terms and Conditions shall prevail.

COMPLAINTS AND DISPUTES

The Seller respects the applicable consumer protection legislation. The Seller makes every effort to fulfill its duty to establish an effective system for handling complaints and to designate a person with whom the Buyer can connect via telephone or e-mail in case of problems. Complaints shall be submitted via the e-mail address: **info@hypercut.si**. The complaint handling procedure is confidential.

The place of performance of the mutual obligations arising from this contract is **Ptuj**. All disputes arising from or related to this contract fall under the jurisdiction of the **Local or District Court in Ptuj**. This contract is subject to **Slovenian law**. The application of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Law / CISG) and comparable international agreements is explicitly excluded.