

# GENERAL PURCHASING TERMS OF THE COMPANIES IN THE HSE GROUP

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**Warning:**

*In case of potential differences between the Slovenian and English texts/version of valid document, the Slovenian texts/version shall prevail.*

## 1. GENERAL PROVISIONS

- 1.1. The General Purchasing Terms (hereinafter: Purchasing Terms) of the companies in the HSE Group: Holding Slovenske elektrarne d.o.o., Dravske elektrarne Maribor d.o.o., Soške elektrarne Nova Gorica d.o.o., HSE Energetska družba Trbovlje d.o.o., HSE Invest d.o.o., RGP d.o.o., ECE d.o.o., Energija Plus d.o.o. and other companies in the Group (hereinafter all companies together: sHSE, Contracting Authority) are part of sHSE orders (hereinafter: contract) and apply to all deliveries or assembly of material (hereinafter: goods) or the provision of services (hereinafter: services) carried out by a supplier or contractor (hereinafter: supplier). Contract shall mean the form of a contract, purchase order, call off goods/services or order issued in another form. The Contracting Parties may expressly reject the use of the Purchasing Terms in part or in full by written agreement. If the provisions of the Purchasing Terms and the contract do not match, the corresponding provision of the contract shall apply.
- 1.2. To avoid any doubt, a supplier shall be deemed to have accepted the General Purchasing Terms (hereinafter: Purchasing Terms) by submitting a quote, entering the contract with sHSE, confirming the sHSE order or starting the action necessary to fulfil the sHSE order.
- 1.3. The Purchasing Terms shall be used for orders, whose value does not exceed the threshold value for the application of the Public Procurement Act (hereinafter: ZJN-3) and for orders for which the procedure in accordance with ZJN-3 does not have to be carried out. The Purchasing Terms shall not apply to the purchasing procedure in the field of energy products and related activities or products, which are carried out by the Sales and Trading Department of the controlling company of the Group (HSE d.o.o.).
- 1.4. In the event of a possible conflict of a provision of the Purchasing Terms with the provisions of applicable obligation and or public procurement legislation, the latter shall prevail.
- 1.5. sHSE reserves the right to determine special terms and Terms in individual legal transactions, which apply before the Purchasing Terms in such legal transactions. The above shall also apply in the event of a discrepancy between the provisions of a legal transaction and the Purchasing Terms.
- 1.6. By concluding a contract, any supplier's general and/or special sales or any other business terms and conditions (hereinafter: supplier's general sales terms) shall be excluded. The general sales terms of suppliers shall bind sHSE only in the event of an express written agreement on their inclusion in the contract. Even if sHSE refers to the supplier's quote documentation, this does not mean that sHSE accepts the supplier's general sales terms. If the Contracting Parties agree on the validity of the supplier's general sales terms, the Purchasing Terms are necessarily an integral part of the contract and apply to all issues not covered by the supplier's general sales Terms.
- 1.7. The Purchasing Terms also apply to transactions between sHSE and a supplier, even if they do not conclude a separate written contract for each transaction.

## 2. ENQUIRY, ORDER AND QUOTE

- 2.1. Suppliers' quotes are not binding on sHSE. The entire costs of preparing and submitting quotes shall be covered exclusively by the supplier. The supplier's quote shall contain at least: description of the subject, quantity and price, payment terms and other elements defined by the Contracting Authority in the enquiry (e.g., quality, method of delivery, etc.), whereby the supplier should consider the terms specified in the Purchasing Terms, unless requested otherwise by the Contracting Authority. The deadline for the delivery of a quote shall be two (2) working days from the date of the receipt of the enquiry, unless stated otherwise in the enquiry, and the supplier shall be bound by the quote until the expiration of its validity period, whereby this period must not be shorter than sixty (60) days. The quote shall be considered accepted if sHSE approves it in its entirety and without any written proposals for changes or additions prior to the expiration of its validity period.
- 2.2. sHSE shall submit orders to the supplier in writing, served by post, e-mail, in person or in another usual way. Changes or additions to the order shall only be valid if confirmed in writing by sHSE. An order must contain the exact address of the supplier, the item, its price, quality and quantity, terms of payment, desired delivery dates and other terms required by the supplier for the correct and smooth execution of the order.
- 2.3. The supplier must immediately confirm the acceptance of a purchase order, as one of the forms of the order, in writing. If the supplier does not confirm the order within a reasonable time, but no later than two (2) working days after the date of the order, sHSE is no longer bound by its order.
- 2.4. sHSE reserves the right to request a suspension of order fulfilment at any time. In the event of such a suspension lasting more than three (3) months, the supplier must submit to sHSE a detailed list of costs incurred because of the delay. In such an event, sHSE shall not be liable to the supplier for the loss of profit that they would suffer. The supplier cannot claim reimbursement if the suspension is shorter than three (3) months. However, if it lasts more than three (3) months, they cannot claim reimbursement for the first three (3) months.

## 3. DELIVERY OF GOODS OR PROVISION OF SERVICES

- 3.1. The supplier must deliver goods or services in accordance with the contract. If the supplier expects or becomes aware of any circumstances that could place the correctness of the delivery at risk in any way, they must immediately notify sHSE in writing.

Deliveries deviating from the contract must be approved by sHSE in advance.

- 3.2. When delivering goods, the supplier must deliver the delivery note, which, in addition to other information, shall show the contract number and material code number, the name of the goods and the number of pieces or the weight of the goods. In the event of import of goods, the delivery note must also contain other required information (e.g. when importing from EU Member States, the origin of the goods and the 8-digit tariff number). If the information on the order is missing or the delivery note is not filled out correctly or completely, sHSE reserves the right to refuse to accept the delivery at the cost of the supplier.
- 3.3. For deliveries that include installation or assembly and for services, the risk of destruction or damage shall pass to sHSE on the date of acceptance, and on the date of arrival at the destination (hereinafter: place of use) for other deliveries. The supplier shall deliver the order in accordance with the clause "DDP – at the headquarters of the Contracting Authority or place of use" (Incoterms, 2020), unless the contract expressly stipulates otherwise.
- 3.4. If deliveries include installation or assembly, the supplier must take all measures for a safe and prompt delivery, provide all the resources required to carry out the delivery, and bear all the costs incurred in this regard.
- 3.5. If the order includes goods that require installation or assembly, the supplier must deliver assembly plans, installation and assembly instructions, maintenance instructions, etc. at the request of the Contracting Authority.
- 3.6. The supplier must follow the instructions issued by sHSE in relation to the delivery of the order. If sHSE does not specify the mode of transport, the latter is carried out at the lowest possible cost. Otherwise, the higher costs shall be borne by the supplier, who is also responsible for any damage incurred because of failure to follow the company's instructions.
- 3.7. Acceptance shall be made within a suitable period after the arrival of the goods or after the service has been provided. Partial deliveries or deliveries of excessive quantities shall only be permitted with the prior written consent of sHSE. If part of the shipment does not meet the requirements of sHSE or falls short of the usual quality, as revealed during a random check, the entire shipment may be rejected at the cost of the supplier, or sHSE has the right to charge compensation for inadequate quality. This provision shall not exclude other warranty claims of sHSE.
- 3.8. The supplier may retain the ownership of the delivered goods only if this is expressly agreed in the contract.
- 3.9. The supplier must perform the acquired services in accordance with the technical documentation and the information in the contract/order. The services must be performed professionally and correctly to an expert level in accordance with the applicable regulations, standards, and customs of the profession.
- 3.10. The supplier must deliver to sHSE all required or prescribed certificates or instructions for use in Slovenian for all materials and/or services, unless agreed otherwise.
- 3.11. The supplier may subcontract services only with the prior written consent of the HSE. The sHSE supplier is liable for the services carried out by their subcontractor in the same way as if they had carried out the services themselves. The supplier must pay their subcontractors for the services performed. Otherwise, sHSE may pay for the services directly to the subcontractors instead of to the supplier.
- 3.12. Upon completion of all services, the supplier must notify sHSE that the services have been fully completed.
- 3.13. The quantitative and qualitative acceptance of goods shall be carried out at the place of use. The decision-maker shall be the competent person of sHSE, who is also the authority for all quantitative deviations.
- 3.14. The quantitative and qualitative acceptance of the services shall be carried out in an unambiguous manner if sHSE so requests (e.g., with a handover record or a monthly report approved by sHSE). sHSE will forward any non-compliance to the supplier in the form of a complaint record.
- 3.15. Responsibility for compliance with protective measures shall be assumed by the supplier, who must also ensure supervision and management of their workers.

#### **4. DELIVERY DEADLINE AND PENALTY**

- 4.1. The supplier must supply goods or services to sHSE within the period specified in the contract. The delivery due date shall commence on the date when the supplier confirms the purchase order or when the contract is concluded unless the Contracting Parties agree otherwise in the contract. The delivery of goods shall be deemed prompt if the goods arrive at the headquarters of the Contracting Authority or place of use within the time limit. A service shall be considered promptly provided if it has been received by sHSE within the agreed time limit at the place of use.
- 4.2. If the supplier expects or becomes aware of any circumstances that affect the promptness of a delivery, they must immediately notify sHSE in writing and obtain their written instructions on further action. In such an instance, the delivery deadline shall be extended only if sHSE confirms such extension in writing.
- 4.3. In the event of the supplier's delay in the performance of the contract, the supplier must pay sHSE a contractual penalty of 0.5 % of the total contract value for each day of delay, but a total of no more than 20 % of the total contract value. If the contractual penalty exceeds 20 %, sHSE may immediately withdraw from the contract without obligation. The payment of the contractual penalty shall not release the supplier from the fulfilment of contractual obligations. In addition, sHSE may claim damages under the general tort liability rules.
- 4.4. sHSE reserves the right to charge or offset the supplier's late contractual penalties in the next payment to the supplier, unless agreed otherwise. sHSE and the supplier agree that the right to charge a contractual penalty shall not depend on the occurrence of damage to sHSE.

- 4.5. The whole order shall be deemed in arrears until all the goods or services are delivered to sHSE. sHSE has the right to refuse partial deliveries, unless expressly agreed otherwise in writing.
- 4.6. In the event of a delay, sHSE can withdraw from the contract after the expiration of a suitable additional delivery period made available to the supplier. sHSE has this right even if they have already accepted a delayed delivery without reservation. If the deadline is an essential component of the contract, sHSE is not obliged to grant the supplier an additional deadline.
- 4.7. sHSE reserves the right to order goods or services from a third party (coverage) in the event of a supplier's delay. sHSE may take the same action if the supplier unjustifiably interrupts or halts work. The costs incurred by sHSE shall be borne by the supplier.
- 4.8. In the event of early delivery of goods, sHSE reserves the right to charge the supplier the additional costs incurred, such as storage and insurance costs. Early delivery shall not change the terms of payment. In the event of early delivery, the risk of accidental damage or destruction of the goods passes to sHSE only on the agreed delivery day. sHSE may refuse early delivery without any impact on the contract.

## 5. WARRANTY

- 5.1. The supplier shall be responsible for material and legal defects of goods in accordance with the law. The supplier cannot limit or exclude the warranty on defects.
- 5.2. The supplier expressly guarantees that they have carefully inspected the goods before delivery and that the delivered goods or services are free from all defects and have all the characteristics required by the contract. If the goods have any defect that becomes apparent subsequently, the supplier is considered to have been aware of this defect.
- 5.3. Quantitative and qualitative acceptance of goods or the services shall be performed as usually in the normal course of business. For this time, the supplier shall waive the right to claim objections due to late reprimanding of errors.
- 5.4. Regardless of the provisions of the Code of Obligations, the supplier shall be liable for defects that become apparent within one (1) year from the acceptance of goods or services.  
If the company has a special interest in immediate subsequent performance with the aim of preventing its own delay or due to another emergency, and if the supplier is unlikely to remedy the defect within a suitable additional period, sHSE is not obliged to set a suitable additional period for the correct fulfilment of the contract.
- 5.5. If the supplier uses material that does not comply with technical regulations, valid standards, and other contractual Terms during the provision of the service, the material must be removed and replaced with the required material at the request of sHSE. The contract price shall not change as a result.
- 5.6. The supplier shall bear the costs and risk of damage and destruction involved in returning the supplied defective goods.
- 5.7. The supplier must immediately notify sHSE of any defects in goods or services of which they are aware to limit possible adverse consequences. The supplier must provide a defence for sHSE at their own expense in all legal proceedings related to the supplied goods or provided services that third parties would initiate against sHSE and reimburse them for all costs and damages incurred by sHSE.
- 5.8. At the request of sHSE, the supplier must submit a performance guarantee for contractual obligations (supply of goods or provision of services) and a guarantee to eliminate defects within the guarantee period.
- 5.9. The supplier undertakes that for five (5) years after the last delivery, they will provide assistance to sHSE in the event of legal disputes related to the supplied goods or services and immediately provide them with the name of the manufacturer, importer, sub-supplier or subcontractor involved in the execution of the order, and all the necessary data for defence against claims arising from the product warranty, and all the necessary documents related to the supplied goods or the provided services.

## 6. PERFECT OPERATION WARRANTY

- 6.1. The supplier of goods and services shall provide a two-year (2) warranty unless a longer term is stipulated by law or unless otherwise agreed between the parties. In the event of a complaint, the warranty period shall commence again after the fault has been rectified.
- 6.2. The supplier and sHSE can agree that, for the duration of the warranty period, the Contracting Authority can withhold payment of up to ten (10) % of the value of an order as a guarantee for warranty claims, which shall be non-remunerated.

## 7. PRICE

- 7.1. The price shall be agreed with an individual contract. DDP at the headquarters of the Contracting Authority or place of use (Incoterms 2020) shall apply to the price, unless expressly agreed otherwise. The agreed price shall be final and cannot be changed unilaterally by the supplier. The price shall include all costs the supplier needs to carry out the contract.
- 7.2. If the terms of business and/or market conditions for the goods or services that are the subject of the contract change significantly during the term of the contract, sHSE may request a price change.

## 8. PAYMENT CONDITIONS

- 8.1. The supplier must send the invoice to sHSE no later than three (3) working days after the acceptance of the goods or after the service has been provided. The invoice must comply with the requirements of applicable legislation and sHSE and must contain all order details, including contract number and tax liability rules. Otherwise, sHSE shall reject the invoice, and the invoice shall

be deemed not to have been issued and the payment deadline shall be deemed not to have commenced. If so agreed, the supplier must attach a handover record, or a periodic report previously approved by sHSE.

- 8.2. The supplier shall issue invoices to the Contracting Authority in electronic format (.xml, .pdf or other agreed format), which they shall send to the Contracting Authority's e-mail address. The Contracting Authority shall be deemed to have received the invoice within the day when they received the email or e-invoice.
- 8.3. The payment deadline shall commence on the day specified in the contract.
- 8.4. sHSE reserves the right to request a refund or replacement of goods if, after payment, it transpires that the delivered goods/service have defects, in which case the Contracting Authority is not required to allow an additional deadline for repairing the goods.
- 8.5. sHSE is not obliged to pay for goods and services that are the subject of a complaint. In such an instance, the payment deadline shall commence when the supplier eliminates the deficiencies, and the parties reach a written agreement on the amount of damage caused by the complaint.
- 8.6. If the supplier is also required to deliver material tests, quality documents, test reports or other documents, the supply of goods or services is fully accepted when these documents are delivered.
- 8.7. Payments for obligations by sHSE shall be made with a payment deadline of sixty (60) days from the date of a properly issued invoice, unless agreed otherwise.
- 8.8. sHSE can deduct 0.04 % of the cassa sconto for each day for early payment prior to the agreed payment deadline by notifying the supplier in advance.
- 8.9. sHSE may fulfil its payment obligation by bank transfer, set-off, assignment or other alternative means. Payment shall be deemed to have been made promptly if the amount is transferred to the supplier's bank no later than the date the invoice is due.

## 9. QUALITY MANAGEMENT PRINCIPLES

- 9.1. The supplier must observe the principles of quality management to the greatest extent possible in their operations.
- 9.2. At the request of sHSE, the supplier will submit a written self-assessment of compliance with the principles of quality management within a reasonable period.
- 9.3. At the request of sHSE, the supplier must provide them with access to all records related to testing and quality control and provide professional support in the event of goods being supplied that require additional safety checks by authorised organisations, and to cooperate with the Contracting Authority for the purpose of evaluation.
- 9.4. The supplier must also hand over the technical and other specifications of the delivered goods at the request of sHSE.
- 9.5. sHSE reserves the right to request, if necessary, any proof of quality assurance or to conduct an audit of the supplier's processes. The supplier must enable sHSE to smoothly carry out such audits.

## 10. HAZARDOUS SUBSTANCES AND PACKAGING

- 10.1. The goods delivered by the supplier must be equipped with the prescribed safety mechanisms and must comply with applicable safety, environmental and other regulations (e.g. on the restriction of the use of certain hazardous substances in electrical and electronic equipment, etc.). The goods must have a CE marking. Declarations of conformity must be indicated and/or submitted upon delivery. The supplier must make available to sHSE all necessary and useful information about the goods or services that are the subject of the order, particularly instructions for proper storage and safety specifications.
- 10.2. The supplier must pack goods in accordance with the rules of the trade. Responsibility for damage caused by defective or incorrect packaging shall rest entirely with the supplier. The supplier will reimburse the costs of returned packaging that can be reused to sHSE, unless agreed otherwise.
- 10.3. The supplier must alert sHSE to the possibility of producing hazardous waste in the goods they have supplied, and specifically indicate the method of disposal and possible disposal options. At the request of sHSE, the supplier must accept the waste generated during the intended use of the supplied goods free of charge. If the supplier refuses to accept such waste or if such acceptance is not possible, sHSE will remove the waste but the costs will be borne by the supplier.
- 10.4. The supplier must strictly comply with all applicable regulations in the field of environmental protection throughout the performance of the contract. If sHSE suffers any damage, including the payment of a fine because of the violation of environmental protection regulations due to the supplier's conduct or omission, the supplier undertakes to reimburse sHSE in full. In such an instance, sHSE shall have an independent claim against the supplier based on these provisions. The supplier must settle such a claim based on an invoice issued by sHSE within eight (8) days from the issue of the invoice.

## 11. TRANSFER OF MATERIAL RIGHTS AND COPYRIGHTS

- 11.1. The supplier/author must comply with all written and verbal instructions of sHSE when preparing and performing copyrighted works that are the subject of the contract, when the applicable legislation allows it.
- 11.2. By receiving payment under the contract, the supplier/author shall exclusively transfer to sHSE all their material copyrights for works under the contract once and for all and for all cases.
- 11.3. The transfer referred to in the preceding point shall include, but not be limited to, the right of sHSE to publish and distribute the work in electronic, printed, or other form. The supplier/author shall transfer to sHSE the material copyright to reproduce the work in such a way that sHSE may supplement or change the work with new or changed data and may use the work or its

individual parts at its own discretion, all without restrictions.

- 11.4. The supplier assures sHSE that the authors of the works have transferred suitable rights to them so that the supplier has the right to transfer material copyrights to the Contracting Authority in the manner and to the extent specified in this chapter. Otherwise, sHSE shall be liable for all damages.
- 11.5. The supplier and sHSE agree that sHSE may transfer material copyrights and other rights of the supplier/author acquired under the contract to third parties.

## **12. PROTECTING BUSINESS SECRETS AND PERSONAL DATA**

- 12.1. The supplier undertakes to permanently protect as a business secret all data and information obtained or to which they will have access or with which they will become familiar in any way, in any form (written, oral), on any medium, if they are designated as a business secret, and those that are not expressly determined to be a business secret, if they should or could have known that, due to their intervention or disclosures to unauthorised persons in the sHSE Group companies or third parties, there may result material and non-material damage.
- 12.2. The supplier undertakes to permanently protect all personal data of which they become aware during their performing of services with the sHSE Group companies or in connection with their collaboration with the sHSE Group companies, or of which they become aware during their collaboration with the sHSE Group companies, regardless of the person to whom this data relates.
- 12.3. The permanent protection of business secrets and personal data in accordance with the preceding point refers to the supplier's duty to use the documents, data and information in accordance with the preceding point exclusively for the purposes of performing the contract, and not to disclose them to third parties in any way, particularly not by publication in the media, without the prior written consent of sHSE, not to reproduce them or exploit them for purposes other than the performance of the contract, and that, at the request of sHSE, they will immediately return or destroy all records on documents or other media.
- 12.4. The supplier undertakes to bind all persons who will participate in the performance of the contract on the supplier's side to at least the same standard of protection of business secrets and personal data as the supplier is bound in accordance with this chapter.
- 12.5. The Contracting Parties are aware that the violation of the duty to protect business secrets and/or personal data in accordance with this chapter constitutes a violation of applicable regulations and the basis for the supplier's liability for damages. The Contracting Parties agree that the process of exchanging business information stemming from preliminary market consultations or expert dialogues is part of a wider process of market analysis in accordance with the provisions of public procurement legislation.

## **13. TRANSFER OF CLAIMS OR CONTRACT**

- 13.1. The Contracting Parties agree that the supplier will not transfer its claim against sHSE from the contract to another entity without the consent of sHSE.
- 13.2. The supplier may partially or fully entrust the performance of the contract to a third party or transfer the contract to them only if sHSE expressly consents to this beforehand in writing.
- 13.3. The supplier agrees that sHSE may transfer the contractual relationship with the supplier to one of its subsidiaries and/or affiliates. The contractual relationship shall be transferred to a subsidiary or affiliate on the date when the supplier is informed.
- 13.4. Any attempt to transfer the contract contrary to the preceding provisions shall be null and void. Transfers that would occur because of status changes of the Contracting Parties shall be exempt.

## **14. ANTI-CORRUPTION CLAUSE**

- 14.1. If, in the performance of the contract, someone on behalf or for the account of the other contracting party, representative, intermediary or signatory of the Contracting Authority promises, offers or gives any unauthorised benefit to obtain a deal, conclude a deal under more favourable conditions, abandon due supervision over the implementation of contractual obligations or perform other conduct or an omission that causes damage to the Contracting Authority or enable the obtaining of an unauthorised benefit to the representative, intermediary or signatory of the contract by the Contracting Authority or by another contracting party, or such gain is made possible to the other contracting party, the contract is null and void.

## **15. DEALINGS WITH MEMBERS OF THE MANAGEMENT BOARD, SUPERVISORY BOARD, MANAGERS AND PROCURATORS**

- 15.1. By signing the contract, the supplier declares that at any stage of the conclusion or performance of the contract, they have not and will not enter into transactions with members of the Management Board, the Supervisory Board, managers and procurators of HSE or their family members, and acknowledges that the Contracting Authority must be notified of these transactions in advance in accordance with Article 2170a of the Companies Act, as the conclusion requires the consent of the Supervisory Board or the General Meeting if the company does not have a Supervisory Board. The supplier declares that they are familiar with the contents of this paragraph, the obligation to inform and the consequences arising from it. Therefore, they agree that a special written statement by the supplier about the non-existence of the stated circumstances is not necessary or they waive it.

## 16. FORCE MAJEURE

- 16.1. The supplier or sHSE will be able to exempt themselves from responsibility if the breach of the agreed obligations is the result of circumstances arising after the conclusion of the contract or confirmation of an order and neither the supplier nor sHSE is able to foresee, prevent, eliminate, or avoid them by acting with due diligence and not originating from the (field) of operation.
- 16.2. A contractual party that faces circumstances that would exempt them from the responsibility referred to in the preceding point must immediately notify the other contractual party and prove these circumstances. In the event of supply interruption due to circumstances on the part of sHSE, the supplier will ensure that supply resumes as soon as possible. If circumstances of force majeure occur, sHSE will recognise to the supplier the actual delivered goods or provided service.
- 16.3. For the duration of the force majeure circumstances, each party shall bear its own costs.
- 16.4. If the circumstances make it difficult or impossible for the supplier to continue to perform their contractual obligations, sHSE and the supplier will agree in writing on the continuation or termination of the contract.
- 16.5. The Contracting Parties must do everything in their power to minimise the damage caused by force majeure.
- 16.6. Circumstances of the SARS-CoV-2 coronavirus (i.e., COVID 19), its mutations and other viruses shall not be considered force majeure.

## 17. VALIDITY AND TERMINATION OF, AND AMENDMENTS TO, THE CONTRACT

- 17.1. The contract shall be valid until the end of the contractual deadlines or until all contractual obligations are fulfilled.
- 17.2. If the contract is concluded for an indefinite period, each party may terminate it with three (3) months' notice without being required to provide a reason. In the event of termination of the contract, the supplier shall be entitled to payment for already delivered goods and services, but not to lost profits or other potential damages.
- 17.3. Each of the parties may withdraw from the contract without a notice period if the other party violates the essential provisions of the contract and does not stop the violations or does not eliminate the violations within eight (8) days, counted from the date of the receipt of the written request of the other party.
- 17.4. sHSE can also terminate the contract without notice in the following instances:
  - if the supplier is clearly unable to ensure the fulfilment of contractual obligations due to insolvency or any other circumstance,
  - if bankruptcy proceedings or compulsory settlement proceedings are initiated against the supplier, of which the supplier must immediately inform sHSE,
  - if, after the conclusion of the contract, it transpires that the supplier does not meet all the conditions set by sHSE,
  - if the supplier does not comply with the regulations in force in the Republic of Slovenia and the EU,
  - if the supplier provides the Contracting Authority with misleading or false information, data, or documents, because of which the Contracting Authority must cancel or modify the order,
  - if an order is executed contrary to the express requirements/instructions of the Contracting Authority or contrary to the rules of the profession, technical regulations, standards, and applicable legislation,
  - if the supplier does not make deliveries within the agreed period, and
  - if the supplier does not make deliveries in the required volume.
- 17.5. The Contracting Parties can mutually amend or supplement the contract with a written annex adopted and signed by both Contracting Parties.

## 18. DISPUTE RESOLUTION AND APPLICABLE LAW

- 18.1. The Contracting Parties agree to amicably resolve any misunderstandings arising from business cooperation. If a misunderstanding cannot be resolved amicably, the court at the headquarters of the Contracting Authority has jurisdiction.
- 18.2. Slovenian law is used to regulate mutual rights and obligations that are not expressly agreed in the Purchasing Terms.

## 19. VALIDITY OF PURCHASING TERMS

- 19.1. The possible invalidity of an individual provision of the Purchasing Terms or the contract shall not affect the validity of the Purchasing Terms or the contract. The invalid provision shall be replaced by a valid one, which must correspond as closely as possible to the purpose that the invalid provision was intended to achieve.
- 19.2. The PRS-400-1 General Purchasing Terms of the Companies in the HSE Group, Issue 2, shall enter into force at HSE d.o.o. on the date of adoption by the company's management and shall be published in the company in the usual manner.
- 19.3. Each company in the HSE Group is obliged to harmonise its internal acts with the provisions of this document no later than within 90 days from the adoption by the competent body in accordance with the company's founding act, and to publish them within the company in the usual manner.
- 19.4. The PRS-400-1 General Purchasing Terms of the Companies in the HSE Group shall be published on the website of each company.

The Purchasing Terms shall be valid from the date of publication on the website of each company of the sHSE Group and shall be valid for an indefinite period.

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