

## GENERAL PURCHASING CONDITIONS OF GROUP TALUM

### 1 GENERAL

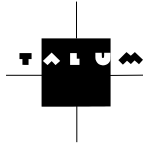
- 1.1 General conditions are an integral part of every purchase contract and purchase order. They are used to regulate mutual relationships between Talum d.d., Tovarniška cesta 10, Kidričevo or its subsidiary companies.
- 1.2 General conditions apply to Talum d.d. and the following subsidiary companies:
  - Talum Aluminij d.o.o.
  - Talum Livarna d.o.o.
  - Talum Izparilniki d.o.o.
  - Talum Rondelice d.o.o.
  - Talum Ulitki d.o.o.
  - Talum Servis in inženiring d.o.o.
  - Talum Inštitut d.o.o.
- 1.3 Supplier accepts general conditions completely.
- 1.4 General conditions are valid from 01 July 2011 onward.
- 1.5 General conditions are published on Talum's web site: [www.talum.si](http://www.talum.si).

### 2 ORDERS

- 2.1 Offer on which purchase order refers to is an integral part of order.
- 2.2 Purchase order has to be issued to the supplier in writing. It is considered a written form when purchase order is sent by post, fax or e-mail.
- 2.3 The supplier has to confirm buyer's purchase order in writing within three (3) days from receiving purchase order. If the supplier does not confirm purchase order it is considered that the order was fully accepted.
- 2.4 All prices quoted on purchase order do not include VAT and are binding.
- 2.5 The supplier has to deliver such quantity and quality materials as it is listed on purchase order. Possible deviations of ordered quantity or quality have to be agreed with the buyer in writing.

### 3 DELIVERY

- 3.1 Place of delivery is buyer's warehouse with parity DAP (Delivered At Place) in accordance with Incoterms 2010, unless agreed differently.
- 3.2 All goods have to be delivered from Monday to Friday between 7:00 and 13:30. Delivery can be later only in exceptional cases but the delay has to be agreed between buyer and supplier not later than 13:00.
- 3.3 Every delivery has to include a delivery note with buyer's purchase order number and buyer's article number.
- 3.4 The supplier shall inform the buyer about the expected delay in delivery not later than one (1) working day before the delivery date indicated on the purchase order and the buyer has to agree with it.
- 3.5 If the supplier fails to deliver goods on time and the buyer did not agree with it, the buyer has the right to claim compensation for any damage resulting from late delivery.
- 3.6 The buyer shall issue a claim order to the supplier if the delivered quantity or quality are not equal to the ordered quantity and quality and this was not pre-arranged with the



buyer. The supplier has to respond within two (2) working days of receiving claim order. The buyer has the right to charge the supplier any costs incurred due to inadequate supply of goods or solving claims.

- 3.7 The supplied goods have to be properly packaged to not get damaged during transportation. If the goods get damaged during transportation, the buyer has the right to issue claim order about it. The supplier has to supply material in a transport package in accordance with the standards valid in Slovenia. In case of returnable packaging the buyer returns it at supplier's costs.

#### **4 SPECIAL REQUIREMENTS**

- 4.1 Every supplier, manufacturer or importer, who launches a substance or mixture in Slovenia is obliged to issue safety data sheet.
- 4.2 The buyer can request a signed statement of compliance of packaging when needed (the buyer sends the form "Statement of compliance" to the supplier).
- 4.3 When needed the buyer requests a signed statement of compliance that the products are in compliance with directive 76/769/EC, that the products do not include asbestos and other fibrous materials and radioactive elements.
- 4.4 All chemicals (dangerous and non-dangerous) and products containing dangerous substances, except those which are explicitly excluded have to be registered with the ECHA.
- 4.5 The buyer does not require the declaration of origin status from the supplier, except in exceptional cases where the buyer and supplier agree about it in writing.

#### **5 INVOICES AND PAYMENTS**

- 5.1 The supplier has to indicate the buyer's purchase order number, article number and his tax number on all invoices, together with all other information in accordance with the requirements of Slovenian VAT directive.
- 5.2 The supplier has to issue an invoice at the latest 8 days after the supply of goods, services or at the end of sequential deliveries.
- 5.3 Payment deadline which is agreed on purchase order or in a contract is valid. Normally payment deadline is in 90 days after the supply of goods, services or at the end of sequential deliveries.

#### **6 FINAL PROVISIONS**

- 6.1 Any deviation from general purchasing conditions has to be agreed in writing between the buyer and supplier.
- 6.2 The buyer and the supplier will resolve any disputes amicably. If this is not possible the dispute shall be settled under the court of justice in Ptuj.
- 6.3 Everything that is not defined by these general purchasing conditions is regulated in accordance with applicable law in Slovenia.