Partner Success. It's what we do.

Westcon Group Balkans, IT storitve in distribucija, d.o.o.
Terms and Conditions of Sale

1. **Definitions & Interpretation.**
   a. Where used in these Terms and Conditions of sale:
      . **"Authorised Representative"** means any person **who** holds the job title and office of Director, Procurator, General Manager, Finance Director or Vice-President.
      . **"Buyer"** means any individual, person, entity, company, firm, partnership or organization (excluding any Consumer) that purchases Products from WGB for use in its business or the business of a third party end-user or other customer.
      . **"Consumer"** means any a natural person who acquires or uses goods, services, and digital content for purposes outside the scope of their professional or business activities.
      . "**Conditions**" means these Terms and Conditions of Sale or any such successor terms and conditions that the Buyer is notified are in full force and effect as of the date of a Contract and are concurrently available on WGB's website located at the following URL: https://www.westconcomstor.com/si/en/legal/Legal/terms-and-conditions.html.
      . **"Contract"** means any agreement for the purchase and sale of Products from WGB to Buyer in accordance with these Conditions, including those which result from a Purchase Order submitted to and accepted by WGB.
      . **"Contract Date"** means the date upon which a Purchase Order is accepted by WGB pursuant to paragraph 2.d.
      . **"E-System"** means the Product ordering website operated by WGB currently located at the following URL: https://www.westconcomstor.com/si/en/market-place/pc.html.
      . **"Force Majeure"** means, without limitation, any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, epidemics, pandemics, strikes, lockouts, cessation of labour, trade disputes, breakdowns, accidents of any kind or any other causes which are beyond the reasonable control of WGB (including delay by its Suppliers).
      . **"Goods"** means any Supplier's goods and/or software, or any instalment or parts thereof, which are supplied by WGB to Buyer pursuant to a Contract, including any Supplier documentation related thereto.
      . **"Products"** means any combination of Goods, Special Order Goods and Services which are supplied by WGB to Buyer pursuant to a Contract.
      . **"Purchase Order"** means Buyer's oral, written or electronic order for Products and shall include any order that Buyer places online through the E-System or transmits via email.
      . **"Services"** means any Supplier's services which are supplied by WGB to Buyer pursuant to a Contract.
      . **"Special Order Goods"** shall mean any Goods that are custom ordered or configured to Buyer's specifications, or otherwise designated as special order Goods by WGB.
      . **"Supplier"** means the supplier, licensor, publisher, manufacturer or other third party provider of Products.
      . **"WGB"** means Westcon Group Balkans, IT storitve in distribucija, d.o.o., registered with the District Court in Maribor under company registration number 1695673000, with a registered seat in Maribor, place of business at Žolgarjeva ulica 17, 2000 Maribor, Slovenia, VAT number SI 98280171, and share capital of EUR 8,763.00, or, as appropriate, any subsidiaries within the meaning of the Slovenian Companies Act (Official Gazette of the Republic of Slovenian, no. 65/09, as amended).
   b. As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term "include", "including" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined; (iv) any headings in the Conditions are for convenience only and shall not affect the interpretation of any terms; and (v) a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. **General Terms of Order & Sale.**
   a. Every Contract between WGB and Buyer shall be subject to the Conditions to the exclusion of any other terms that Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. No additional or alternative terms or conditions or any alteration to these Conditions proposed by the Buyer contained or referred to in a Purchase Order or other form submitted to WGB shall be deemed to apply unless they are expressly accepted in writing by an Authorised Representative of WGB with respect to that Purchase Order. Similarly, any Purchase Orders submitted and automatically accepted through the E-System which contain Buyer's terms or conditions shall be deemed a rejection of such Buyer's terms or conditions and an offer by Buyer to purchase Products subject to the Conditions.
   b. WGB will use reasonable efforts to notify Buyer of any material changes to the Conditions before they become applicable, but it is the sole and exclusive responsibility of the Buyer to ensure that it is familiar with the most current set of Conditions which apply to any Contract between WGB and Buyer.
   c. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WGB credit application, (ii) submitting a Purchase Order to WGB, or (iii) accepting Products from WGB.
   d. Notwithstanding the foregoing, Buyer agrees that WGB's provision of a price quotation, price list or any other information shall not be considered an offer by WGB to sell Products at those prices or subject to any other terms and conditions. Only a Purchase Order submitted by Buyer shall constitute an offer to contract subject to these Conditions, however, a Purchase Order shall not be deemed a Contract unless and until the earlier date upon which: (i) written confirmation is provided by WGB, (ii) a Purchase Order placed through the E-System is confirmed by WGB via email, or (iii) WGB proceeds with the fulfilment of the Purchase Order. Buyer is responsible for ensuring that the terms of the Purchase Order are complete and accurate.
   e. Notwithstanding the foregoing, WGB and its Suppliers reserve the right to make any changes in the specifications of the Products, without notice to Buyer, which are required in order to conform to any statutory or other legal requirements, or which do not materially affect the performance of the relevant Products.
   f. Where Services relate to the provision of training, WGB reserves the right to provide such Services at a venue or venues other than WGB's premises and to provide personnel of its own selection. WGB further reserves the right to refuse or curtail any training Services if a delegate or substitute delegate attending on behalf of Buyer fails to satisfy any training requirements for which Buyer was notified prior to the commencement of such training.
   g. Any Products which are subject to guidelines, restrictions or provisions imposed by a Supplier are sold, supplied and delivered to Buyer subject to any such guidelines, restrictions or provisions.

3. **Special Order Goods.**
   a. Notwithstanding anything to the contrary contained herein, if Buyer has elected to purchase Special Order Goods, Buyer understands and agrees that any Contracts for Special Order Goods may not be cancelled, withdrawn, rescheduled or otherwise modified by Buyer, and Buyer further understands and agrees that such Special Order Goods, except as set forth under Clause 12, may not be returned, refused or rejected for any reason whatsoever. Further, Buyer shall not be entitled to a credit or refund for such Special Order Goods for any reason whatsoever. Buyer shall indemnify and hold WGB harmless for any and all delays, claims, losses, liabilities, costs or expenses related to Special Order Goods.
   b. Buyer shall be solely responsible for the accuracy of any Purchase Order submitted for Special Order Goods, including the specification, configuration or other details of such Special Order Goods and their functionality, compatibility and interoperability with other products, as well as their fitness for particular use as required by Buyer's customer.
   c. WGB warrants, for a period of fourteen (14) days from delivery, that any Special Order Goods will be delivered subject to the configuration set forth on the Purchase Order. WGB's sole and exclusive liability, and Buyer's sole remedy, for a breach of the foregoing warranty shall be to repair or replace, at its sole and absolute discretion, the Special Order Goods, provided, WGB shall have no liability for any inaccuracies on a Purchase Order.

4. **Cancelling & Rescheduling Purchase Orders.**

   No Purchase Order which has been accepted by WGB may be cancelled or rescheduled by WGB, in full, against all loss (including loss of direct and indirect profit), costs (including the cost of all labour and materials used), damages and expenses incurred by WGB as a result of a cancellation, subject to a minimum of 5% of the total value of a cancelled Purchase Order (which amount Buyer agrees represents a genuine pre-estimate of WGB's loss), together with WGB's costs and expenses of recovering Products delivered or in transit.

5. **Prices.**
   a. The price of Products in WGB's stock on the Contract Date shall be: (i) the quoted price (which shall be given formally in writing and be valid for seven (7) days following the date of quotation), or (ii) the list price in WGB's then current published price list on the Contract Date, where no price has been quoted or a quoted price has expired.
   b. The price of Products which are not in stock on the Contract Date ("Backordered") shall be: (i) the quoted price (which shall be given formally in writing and be valid for seven (7) days following the date of quotation), or (ii) the list price in WGB's then current published price list on the date the Backordered Products are scheduled for delivery to Buyer.
   c. Notwithstanding the foregoing, WGB reserves the right, by giving notice to Buyer any time before delivery, to increase the price of Products after the Contract Date to reflect any increase in the cost of such Products that is due to any factor beyond the control of WGB, including any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which are requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give WGB adequate information or instruction, but WGB shall only increase its price by the amount necessary to reflect such an increase. Further, in the event WGB or its agent makes a material error or omission when quoting a price, WGB shall be entitled, for a period of thirty (30) days following the Contract Date, to increase the price of the related Products sold to Buyer by either (at WGB's option) (i) invoicing Buyer for the Buyer's proper list price on the date of the Contract Date, or (ii) allowing Buyer to return such Products to WGB and crediting Buyer for the fees paid by Buyer for such Products.
   d. Except as otherwise stated on a price quotation or in WGB's then current price list, and unless otherwise agreed in writing between the Buyer and WGB, all prices are quoted on an Ex Works basis (as per Incoterms 2020).
   e. All prices and charges are exclusive of the cost of packaging and delivery, insurance, configuration, fulfilment and other services, as well as applicable value added tax (VAT), sales, use, consumption, gross sales tax (GST) and other taxes (other than taxes based upon WGB's net income) for which the Buyer shall be additionally liable for paying to WGB. Buyer shall make all payments to WGB without reduction for any withholding taxes, which shall be Buyer's sole responsibility. All taxes shall be paid by Buyer to WGB unless Buyer provides WGB with a valid certificate of exemption acceptable to the appropriate taxing authority.
   f. Prices exclude any copyright levies, waste and environment fees and similar charge that WGB by law or statute may charge or collect upon in accordance with such laws or statutes.
   g. In the event a Supplier should grant a special pricing consideration or discount to WGB and such Supplier pricing is made available to Buyer ("Pass-Through Discounts"), the Buyer agrees to adhere to the terms and conditions of such Pass-Through Discounts ("Pass-Through Discount Terms"), and agrees to indemnify WGB for any Supplier claims against WGB for Buyer's failure to comply with such Pass-Through Discount Terms. Buyer agrees that payment and receipt of benefits under Pass-Through Discount Terms are contingent upon Buyer's compliance with such terms, and further agrees to pay any costs or fees, if any, charged to WGB by the Supplier for participation in Pass-Through Discounts.

6. **Payment and termination.**
   a. If Buyer has not been granted credit facilities by WGB then Buyer's payment shall be due on the date of the invoice and in advance of delivery. If Buyer has been granted credit facilities by WGB then Buyer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Buyer on the date that Products are shipped. If payment is made by credit or debit card then Buyer agrees to pay all fees and service charges incurred by WGB in handling such transactions, including fees charged by the credit or debit card company.
   b. All express deliveries are subject to additional shipping charges regardless of invoice value.
   c. Timely payment in full is of the essence of these Conditions. WGB shall be entitled to recover any invoiced amounts notwithstanding that delivery may not have taken place whether or not title has passed to Buyer. If (i) Buyer fails to make any payment under any Contract when due; (ii) Buyer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within fourteen (14) days of Buyer being notified in writing to do so; (iii), Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or (iv) Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (v) Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the

terms of the Contract is in jeopardy, then, without prejudice to any other right or remedy available to WGB, the full price of all Products delivered to Buyer under any Contract, but not paid, shall become immediately due (notwithstanding any previously agreed credit terms) and WGB shall be entitled to take any or all of the following courses of action:

i. by written notice, suspend or terminate any Contract or any part thereof, with immediate effect and without liability, and to stop any Products in transit and, at its discretion, subject to Clause 8, enter Buyer's premises to recover Products for which payment has not been made in full;
ii. charge Buyer interest, both pre- and post-judgment, on any unpaid amount past due, at the rate of 2.5% per month until full payment is made. For clarity, a part of a month shall be treated as a full month for the purpose of calculating interest;
iii. set-off any amounts due against any credit note, balance or other liability issued by WGB to Buyer;
iv. appropriate any payment made by Buyer to such Products (including Products supplied under any other contract between Buyer and WGB or any WGB branch or subsidiary) as WGB may deem fit (notwithstanding any purported appropriation by Buyer); and/or
v. alter Buyer's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by Buyer through the provision of a bank guarantee.

d. Buyer shall provide WGB with copies of its annual and/or quarterly financial statements upon WGB's request. Buyer shall notify WGB in writing prior to entering into any contract whereby Buyer would sell, assign, factor or otherwise transfer any book debt owed to Buyer, or before entering into any form of invoice discounting arrangement with a third party.
e. Any credit note, balance or other liability issued by WGB to Buyer (including values of Product trade-ins or promotions) shall expire, without notice, within twelve (12) months of the date of issuance by WGB. Buyer shall be deemed to have forfeited any right to such credit amounts and shall not be entitled to a replacement or repayment of any amounts related thereto.
f. On termination of the Contract for any reason Buyer will immediately pay to WGB all of Buyer's outstanding unpaid invoices and, in respect of Products supplied but for which no invoice has been submitted, the WGB shall submit an invoice, which shall be payable by Buyer immediately on receipt.
g. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
h. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

7. Delivery.

a. Any dates quoted for delivery of the Products are approximate only and WGB shall not be liable for any delay in delivery of the Products however caused. Time for delivery shall not be of the essence of any Contract unless previously agreed in writing by WGB. Any Products may be delivered by WGB in advance of the quoted delivery date upon giving reasonable notice to Buyer.
b. Unless otherwise agreed in writing, delivery of the Products shall be made at WGB's premises upon notification to Buyer that such Products are ready for collection. Buyer shall be entitled to collect the Products any time thereafter on reasonable notice during WGB's normal business hours. WGB shall have the right to assume that any person who both reasonably appears and claims to have the authority to accept and sign for delivery of the Products on behalf of Buyer does, in fact, have requisite authority from Buyer.
c. Claims for non-delivery of Products must be made in writing to WGB within five (5) working days from the date of invoice. In the event WGB should agree to deliver Products directly to Buyer's customer any such delivery shall be deemed to be made to Buyer and any refusal by Buyer's customer to accept such delivery shall be deemed to be a refusal by Buyer.
d. Buyer agrees to accept partial delivery of Products ordered unless otherwise mutually agreed by the parties in writing. Where the Products are delivered in instalments, each delivery shall constitute a separate Contract. Failure by WGB to deliver any one or more of the instalments in accordance with these Conditions or any claim by Buyer in respect of any one or more instalments shall not entitle Buyer to treat a Contract as repudiated or to cancel any other instalment.
e. If Buyer fails to take delivery of the Products or fails to give WGB adequate delivery instructions in its Purchase Order then, without prejudice to any other right or remedy available, WGB may: (i) store the Products until actual delivery and charge Buyer for the reasonable costs thereof, including insurance costs; or (ii) terminate the Contract forthwith and sell the Products.
f. Buyer shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products ordered pursuant to a Contract.
g. If there is a shortage of Products available to WGB then WGB may allocate any available Products between its buyers on such a basis as it deems appropriate. In case of the foregoing, then Buyer agrees to accept any Products delivered to it and shall pay the appropriate pro-rated portion of the invoiced price for such Products.

8. Title & Risk.

a. Risk of loss or damage to the Products shall pass to Buyer: (i) upon delivery, or (ii) if Buyer unjustifiably fails to take delivery of the Products, at such time as delivery is tendered by WGB. Buyer shall insure the Products for their invoice value from the date delivery is made or tendered. Notwithstanding delivery and the passing of risk in the Products, Buyer agrees that title to the Products shall not pass to Buyer until WGB has cleared funds received as payment for the price of the Products, and all other sums which are then currently outstanding to WGB by Buyer.
b. Until such time as title in the Products passes to Buyer, Buyer shall (i) hold the Products as WGB's fiduciary agent and bailee, (ii) store all of the Products in such a way as to be clearly separate and identifiable from Buyer's inventory, (iii) maintain the Products in satisfactory condition and in their original packaging, properly stored, protected, insured and identified as WGB's property, (iv) notify WGB immediately if it becomes subject to any of the events listed in paragraphs 6.c.iii-6.c.v, and (v) give WGB such information as WGB may reasonably require from time to time relating to the relevant Products and the ongoing financial position of Buyer. Notwithstanding the foregoing, Buyer may resell the Products in the ordinary course of business, provided, (i) that any such resale shall be subject to a retention of title clause, including a right of entry for WGB to repossess Products covered by this Clause, and (ii) Buyer does not offer the Products as collateral or otherwise pledge or grant a charge or allow a lien to exist in respect of the Products (a "Third Party Security Interest") until title has passed to Buyer in accordance with these Conditions. If Buyer does permit, allow or otherwise create a Third Party Security Interest in the Products before title has passed to Buyer, then all monies owed to WGB shall immediately become due and payable. Upon WGB's request, Buyer shall provide WGB with all details and information necessary to collect the Products in the event of non-payment by Buyer.
c. If the Buyer sells any Products before title has passed to Buyer in accordance with the Conditions in such a manner as to pass valid title to the Products to a third party, the Buyer shall hold the proceeds of such sale and/or the right to claim or receive such proceeds of sale in trust for WGB, provided the foregoing shall not constitute Buyer as an agent of WGB for the purposes of any such resale.
d. Until such time as the title in the Products passes to Buyer, WGB shall be entitled to require Buyer to return the Products to WGB. If Buyer should fail to immediately comply with WGB's request, WGB shall have the right to enter on or in any premises or vehicles of Buyer where the Products are loaded or stored for the purpose of repossessing said Products if Buyer is in breach of any of these Conditions or a Contract.

9. Damage & Loss in Transit.

a. WGB shall not be liable in respect of error in delivery, loss, damage or destruction to any Products during transportation of the Products to Buyer unless notice thereof is advised to WGB by telephone immediately on receipt of the Products and confirmed in writing within five (5) working days and WGB has agreed to deliver the affected Products to Buyer in accordance with paragraph 7.b. Buyer shall concurrently notify the carrier in writing of any such error, loss or damage and shall in all cases, where possible, enter a note of the same upon the carrier's bill of lading or other delivery receipt. If by reason of Buyer's failure to give any such notice as provided above WGB is unable to make recovery from the carriers in respect of the error, loss or damage complained of, then Buyer shall be liable to pay for Products as though no such error, loss or damage occurred. No liability for Product shortages will be accepted by WGB unless such shortage is noted on the bill of lading or other delivery receipt.
b. Subject to the foregoing, any Products which WGB has agreed to deliver to Buyer in accordance with paragraph 7.b that are delivered in error or lost, damaged or destroyed during transportation will be replaced or rectified by WGB, as originally ordered or, if rectification or replacement is not practicable, WGB will issue a credit to Buyer equal to any payments received by WGB for such Products. WGB shall not be liable for any loss, damage or expense whatsoever and howsoever arising from any error, loss, damage or defect except as set forth herein.
c. Any error, loss, damage or destruction of Product discovered by Buyer in delivery shall not entitle Buyer to rescind the remainder of a Contract.

10. Publications & Specifications.

Any and all samples, drawings, specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of WGB or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Products unless specifically agreed by written agreement between the Buyer and WGB. No employee or agent of WGB has any authority to make any representation regarding the Products. Buyer acknowledges that it has not been induced to accept these Conditions by any representations or statement, oral or written, not expressly contained herein.

11. Warranty.

a. Buyer understands that WGB is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Buyer will ensure that any express warranty terms provided with the Products, including any benefits related thereto, are passed on to its customers from the original Supplier of the Products. Any software supplied to Buyer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms.
b. Buyer may not make or pass on, and shall take all measures necessary to ensure that neither it nor any of its agents or employees shall make or pass on, any warranty or representation relating to a Product on behalf of WGB or Supplier to its customers.
c. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

12. Warranty Assistance.

a. Buyer shall immediately notify WGB if any Products supplied to Buyer prove to be defective in quality or condition within the Supplier's warranty period (the "Claim"). Upon receipt of notification of such Claim from Buyer, WGB shall notify Buyer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through WGB. In the event the Claim must be handled directly between Buyer and Supplier, WGB shall provide contact information to enable Buyer to contact Supplier. In the event the Claim will be handled by WGB, then WGB shall provide Buyer with a return material authorization ("RMA") for Buyer to return the Products to WGB, and Buyer shall return such Products to WGB in accordance with these Conditions and WGB's then current RMA policy (which shall be made available to Buyer upon request). No Products may be returned to WGB without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. WGB shall not be obligated to ship replacement Products to Buyer until WGB is in receipt of the original Products being returned.
b. Buyer agrees that WGB's sole liability to Buyer regarding any Product defect claims is limited to the administration of such claims with the Supplier and is expressly contingent upon WGB's ability to obtain a refund, credit or new replacement Products from the Supplier. WGB has no obligation to accept a return of Products that fail to comply with a Supplier's policy on Product returns.
c. WGB shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with Supplier's Product documentation, modification or alteration not authorised by Supplier, or use in conjunction with a third party product. WGB reserves the right to determine whether any Products are defective.
d. All transport charges incurred in returning or replacing Products are the responsibility of Buyer.

13. Returns.

a. Buyer shall return Products to WGB in accordance with these Conditions and WGB's then current RMA policy (which shall be made available to Buyer upon request). Any Products returned pursuant to an RMA number issued by WGB must be returned to WGB within five (5) working days of the date of such RMA.
b. Buyer irrevocably authorizes WGB to carry out any necessary tasks related to the repair or replacement of Products on behalf of Buyer under these Conditions.
c. Unless WGB collects Products using its own carrier, Buyer agrees that WGB shall not be liable for any loss or damage to Products returned to WGB.
d. Except for Products returned pursuant to Clause 12 above, any returns are subject to WGB's sole and absolute discretion and may be subject to a fifteen percent (15%) restocking fee, at WGB's sole discretion.

14. Limitation of Liability.

a. Nothing contained herein shall be construed as excluding or limiting WGB's liability for death or personal injury caused by WGB's negligence, or for any liability which cannot be legally limited.
b. Subject to paragraphs 14.a and 14.c, WGB's liability to Buyer arising out these Conditions and any Contract shall be limited to and shall under no circumstances exceed the price paid by Buyer for the Products giving rise to the claim (excluding VAT). WGB

shall have no liability under these Conditions or any Contract if WGB has not received payment of the total invoice price of the Products giving rise to the claim.

c. Subject to paragraph 14.a, the following types of loss are wholly excluded and WGB will not, under any circumstances, be liable for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill or reputation; (vii) costs of procurement of substitute products; and (viii) any other indirect or consequential loss, in each case arising from or in connection with the Contract.

d. All conditions, warranties or other terms, whether express or implied by statute, common law or otherwise, are hereby excluded. In particular, the provisions 458-495 of the Slovenian Obligations Code (official Gazette of the Republic of Slovenia, no. 97/07, as amended) are, to the fullest extent permitted by law, excluded from the Contract.

e. This Clause 14 shall survive termination of the Contract.

15. Intellectual Property Rights.

a. Buyer acknowledges that the Products are the intellectual property of the Suppliers. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Buyer. Buyer further agrees not to copy, modify, translate, create derivative works from, reverse engineer, reverse compile or disassemble any software and agrees to transfer to its customers a copy of any license agreements or other documents included with the Products. Buyer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Products.

b. Buyer understands and agrees that WGB will not and has no duty to indemnify, defend or hold Buyer or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights arising in connection with the Products and/or this Contract, except and only to the extent that a Supplier has expressly agreed to offer such indemnification and defence to Buyer on a pass through basis.

c. When making proposals and agreements with foreign governments which involve any Products, Buyer will take all reasonable steps to ensure that Supplier's proprietary rights in such Products receive the maximum protection available from such foreign government for commercial computer software and related documentation developed solely at private expense.

d. Nothing contained herein shall be construed as authorizing or granting to Buyer any right or license to use any logo, trademark or trade name of WGB or any Supplier, any license of which shall be subject to separate agreement including any then current policies of WGB or its Suppliers, as appropriate.

16. E-System Specific Terms.

a. Buyer is solely responsible for the use of any User ID, password or other forms of identification (collectively "Buyer ID") for accessing the E-System, and in maintaining the confidentiality of the Buyer ID. Buyer shall immediately notify WGB in the event it should lose or misplace or suspect any abuse (actual or attempted) of the Buyer ID. Buyer shall maintain appropriate security policies and procedures to ensure proper use of the Buyer ID. Absent notice from Buyer otherwise, WGB shall have the right to rely absolutely on any Purchase Orders submitted through the E-System and treat any Purchase Order submitted through the E-System as a valid and binding offer to purchase.

b. Buyer is solely responsible, at its sole cost and expense, for securing and maintaining its own Internet access, facilities, hardware and software requisite to access the E-System. Buyer agrees that WGB cannot guarantee the security or integrity of any data or information exchanged through the Internet or the ESystem.

17. Force Majeure.

a. WGB shall not be liable to Buyer or be deemed in breach of these Conditions or any Contract by reason of delay or failure to perform if such delay or failure to perform was caused by Force Majeure.

b. In the event of a Force Majeure event: (i) WGB shall, as soon as commercially practicable, notify Buyer of such Force Majeure event provided WGB shall incur no liability for its failure to give such notice; (ii) WGB's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of WGB's performance shall be extended by a period equal to the duration of said Force Majeure event.

c. In the event a Force Majeure event should continue for more than ninety (90) days either party may, by written notice to the other, cancel a Contract insofar as Products remain undelivered under said Contract. Upon such cancellation, WGB shall have no obligation to deliver and Buyer will have no obligation to accept delivery of or pay for the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered prior to the date of cancellation.

18. Compliance with Laws; Export.

a. Buyer acknowledges that the Products and any technical data related thereto is licensed or sold subject to and controlled by the export laws of the United State ("US") including its Export Administration Regulations, the United Kingdom ("UK"), European Union ("EU") and countries within the European Free Trade Area ("EFTA") (collectively the "Export Control Laws") and Buyer hereby agrees not to export, re-export or otherwise distribute Products, or direct products thereof, in violation of any Export Control Laws. Buyer agrees to advise its customers that the Products are subject to and controlled by such Export Control Laws and that the US government and/or the UK or member states of the EU and EFTA may require licensing or other authorisation prior to export.

b. Buyer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Buyer has obtained prior written approval from the appropriate department of the US Government or any other government with jurisdiction. Buyer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Persons List published by the US Department of Commerce and/or the United Nations Security Council Consolidated List published by the United Nations and/or the Consolidated list of persons, groups and entities subject to EU financial sanctions published by the European Commission.

c. It is Buyer's sole and exclusive responsibility to obtain any and all appropriate approvals of from the UK, US government and/or member states of the EU and EFTA prior to exporting such Products, or any technical data related thereto, from the UK. WGB shall not be responsible for any costs, liabilities or damages resulting from Buyer's failure to obtain any such required authorisation. Buyer understands that the Export Control Laws may change from time to time. It is Buyer's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.

d. Buyer warrants that it will not to take any action or permit or authorize any action which will render WGB liable for a violation of the US Foreign Corrupt Practices Act (the "Act"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or WGB in obtaining or retaining business and (a) will not violate or cause WGB to violate such Act in connection with the sale and distribution of the Products; and (b) will notify WGB in writing if any of its owners, partners, principals, directors or officers are or become officials, officers or representatives of any government or political party or candidate for political office.

e. Buyer shall comply with the Slovenian Regulation on Packaging and Packaging Waste (Official Gazette of the Republic of Slovenia, no. 54/21, as amended), the Slovenian Regulation on Waste Electrical and Electronic Equipment (Official Gazette of the Republic of Slovenia, no. 55/15, as amended), The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012, EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as amended from time to time and instated within each country into which Products are imported, exported or otherwise distributed by Buyer, such obligation which shall include registering as a "producer" under all applicable Slovenian, EU and other WEEE legislation. Buyer shall notify WGB in the event it should export any of the Products outside of the Republic of Slovenia.

f. Buyer shall indemnify, defend and hold WGB harmless from any violation or alleged violation by Buyer of the terms of this Clause. Upon WGB's request, Buyer agrees to confirm, in writing, its compliance with applicable Export Control Laws and the Act.

19. Non-Solicitation.

For a period of twelve (12) months following the date of any Contract hereunder, Buyer hereby agrees not to solicit or induce any employee of WGB involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment or terminate or breach their contract for services with WGB as the case may be, and Buyer shall not appoint, engage, contract or employ such employee in the Republic of Slovenia to provide services to Buyer. In the event Buyer should breach this Clause, Buyer agrees to pay WGB, by way of liquidated damages, a lump sum representing forty percent (40%) of the employee's annual salary (excluding benefits) and Buyer hereby agrees that such sum is a genuine and reasonable pre-estimate of WGB's loss.

20. Confidential Information.

Buyer agrees that these Conditions, including any Contracts, all Product related information including pricing and descriptions which are provided by WGB to Buyer, regardless of the form in which it is provided, and all confidential information concerning the business, affairs, customers, clients or Suppliers of WGB or of any member of the group of companies to which WGB belongs are each considered confidential information of WGB and its Suppliers ("Confidential Information"). Buyer shall hold such Confidential Information in strict confidence and not use or disclose such Confidential Information to any third party except as required by law. Buyer further agrees to limit access to such Confidential Information to those of its employees who have a need to know and are subject to written obligations of confidentiality at least as protective of the Confidential Information as these Conditions. All Confidential Information is provided "AS IS" without any representation or warranty, either express or implied, as to accuracy or completeness. WGB agrees to hold, in strict confidence, and not disclose to a third party any sensitive information provided by Buyer which is marked as confidential, proprietary or using similar terms.

21. Miscellaneous.

a. **Notices**. Any notice given to a party under or in connection with this Contract shall be deemed to be served in the following circumstances:
   - if delivered by courier/hand to the party to whom it is given at its registered address, in which case it will be effective on signature of a delivery receipt or at the time the notice is left; or
   - pre-paid first class post to the party to whom it is given at its last known address, in which case it will be effective on the third day after posting; or
   - if sent by email to the recipient's email address (as notified in writing from time to time), in which case it will be effective on transmission unless a message is received declaring that the email is undeliverable.

b. **Entire Agreement**. The Contract constitutes the entire agreement between the parties.

c. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

d. **Assignment.** Buyer may not transfer or assign the Contract to a third party by operation of law or otherwise or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of WGB.

e. **Waiver.** Failure or delay of WGB to enforce any provision of these Conditions or a Contract shall not be deemed a waiver of the right to thereafter enforce that or any other provision of these Conditions or a Contract.

f. **Severability.** In the event that any provision of these Conditions is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed deleted, but the remaining provisions of these Conditions will remain in full force and effect. If any provision or part-provision of the Conditions is deemed deleted under this Clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision or part of provision.

g. **Audit Rights.** Buyer shall keep and maintain true and complete records pertaining to its performance of these Conditions or any Contract hereunder in sufficient detail to permit WGB to accurately determine whether Buyer has fully complied with their terms. Buyer shall make such records available upon reasonable notice, during regular business hours, for inspection and copying by WGB and its representatives. Buyer shall maintain such records for at least two (2) years after the end of the calendar year to which they pertain.

h. **Marketing.** Buyer acknowledges that WGB may collect, store and use Buyer data, including personal data, for the purpose of facilitating its marketing and sale of the Products. Further information about how Buyer's personal data may be used is set out in WGB's Privacy Policy: https://www.westconcomstor.com/si/en/legal/privacy-policy.html.

i. **Choice of Law & Venue.** These Conditions (including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation) shall governed by the laws of the Republic of Slovenia, and Buyer hereby agrees to submit to the exclusive jurisdiction of the Slovenian courts. The United Nation's Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions.