

# GENERAL CONDITIONS OF PURCHASE

RPIFRV02020100010  
PURCHASING DEPARTMENT  
REVOZ  
Date of application: 1/1/2021

## Clause 1

### Scope of application

1.1 These General Conditions apply to every order and/or agreement (hereinafter referred to as order) issued by Revoz d.d. (hereinafter Revoz), and to all amendments to these orders.

1.2 General Conditions of Purchase in Revoz also apply in the event of Revoz's supplier signing the contract with one of the companies inside the Renault Group without accepting the General Conditions of the company or the General Conditions of Purchase in Renault s.a.s.

1.3 The Supplier of Goods or Services (hereinafter referred to as the Supplier) accepts these General Conditions for any order and thereby explicitly renounces its own General Conditions of sale. The confirmation of any Revoz order/contract by a Supplier therefore presupposes and is deemed acceptance of these General Conditions.

## Clause 2

### Technical and commercial specifications and the order

2.1 The Supplier shall draw up its proposal in compliance with these General Conditions and the proposal must comply with Revoz's technical/commercial specifications for the project. It shall draw up its proposal considering the administrative as well as technical-commercial requirements for the performance of the order, and, if necessary, those applicable with the location of the products or the performance of the service. Its proposal must include all supplies, services and works necessary to ensure completion of the order and to guarantee satisfactory operation of the product and/or to ensure proper performance of the services. The proposal shall be drawn in the language stipulated by the technical-commercial requirements of the project.

2.2 The subject of the order is the content of the Supplier's offer within the scope accepted by Revoz. Revoz confirms its obligation solely by issuing the signed order. The

Supplier's acceptance of the order shall entail its consent to the obligations and provisions stipulated in the said order, and in the documents it refers to.

2.3 The Supplier is not entitled to any payments or any kind of reimbursement for the offer that Revoz does not accept.

## Clause 3

### Prices and payment terms

3.1 The price of ordered goods or services is determined specifically for each order. The price set in the order is final and cannot be modified unless otherwise stated in the order. The price can be modified only by means of a mutual written agreement. It considers all the elements, circumstances and characteristics specific to the development, manufacturing, installation and satisfactory operation of the ordered product or satisfactory performance of the service. It also comprises the licences and the cession of rights for industrial and intellectual property of Revoz and in case and under provisions of the Clause 18 of the General Conditions. The Supplier is deemed to be fully aware of the site and all the related encumbrances, the season and the dates of its work. Consequently, it may not therefore claim payment of any cost, any reimbursement or any compensation, beyond the price set in the order.

For additional works or a greater amount of work, an offer also needs to be drawn and the confirmation by Revoz obtained, more precisely, the mutual validation by the technical service and the purchasing department. The condition for the beginning of additional works and a greater amount of work is the confirmed offer and the issued order. The final prices in the order represent the basis for the statement for a greater amount of work and additional works.

3.2 The Supplier must issue an invoice in one copy to the following address: Revoz d.d., Računovodstvo, Belokranjska cesta 4, 8000 Novo mesto. Revoz only accepts the invoices sent to the following e-mail address:

[Revoz.eracuni@renault.com](mailto:Revoz.eracuni@renault.com).

Invoice shall have the following documents enclosed:

- in case of a delivery of component parts: a certified document of receipt (supply order, etc.);
- in case of a service performance: a record of the service performance, signed/confirmed by both parties;
- in case of a delivery of equipment: a record (so-called FSR) signed by both parties
- in case of construction works:

a record signed by both parties in case of partial monthly balance; at the end, a record of termination of works and the FSR record. The date with Revoz having no more remarks concerning the record is considered the date of the record.

In case of contractually stipulated lump sum payments the Supplier issues a monthly invoice.

Revoz shall receive the invoices in 5 days at latest after the delivery day or from the day of the service performance. Failing this, the date of creation of obligations and therefore the time limit for payment is modified for a corresponding number of days of a delay. For this period, the Supplier may not require late payment interest.

In the event the payment becomes due on a Monday, Tuesday, Wednesday or Thursday, the obligation is paid on Thursday. Should the maturity day of an invoice be on Friday, Saturday or Sunday, the invoice will be settled on Thursday prior to these days. Revoz and the Supplier will not charge any interests regarding these two types of payments. In the event Thursday is a non-working day, the payment shall be settled on the first following working day.

In the event of a late payment by Revoz considering the payment day specified above, the Supplier may require legitimate overdue interests relevant to the delay as to the payment day.

Payment conditions are stipulated in the individual order. If payment dues are not set, a 90-day payment due is in place.

3.3 Supplier and Revoz agree that the Supplier has no right to set-off its obligations from the order against its claims to Revoz, nor may it dispose of its claims, pledge them or transfer them howsoever to a third party, without a prior written agreement given by Revoz.

3.4 In the event that a guarantee holdback is stipulated in the order, the amount held back may be released only if the Supplier has remedied any reservations issued on the formal acceptance of the product or services, and has remedied any defects reported to it following formal acceptance, and has given Revoz all the documents relating to the completion and satisfactory operation of the product or to the satisfactory performance of the services. Supplier is not entitled to interest or reimbursement of any costs for the amount held back without prejudice to any claim for damages.

3.5 In the event that facilities are constructed, payments shall be carried out on the monthly basis, statements being issued on the last day of the month for the current month and they are based on the record jointly signed by Revoz and the Supplier. The monthly statement is based on the state of carried out works and materials delivered to Revoz. In a case of an unjustified statement, Revoz rejects the invoice and requires a new one.

3.6 In the event of drawing up the project documentation, the payments are carried out on the basis of the finalised type of the project documentation (conceptual design for meeting project and other conditions (slo: *IZP*), project documents to acquire an opinion and building permit (slo: *DGD*), executive design (slo: *PZI*), project of implemented works (slo: *PID*), documents to acquire a building permit for non-demanding objects (slo: *DNZO*), documents to acquire a building permit and change of use (*DSN*), evidence of facility reliability (slo: *DZO*) forwarded to the Customer. The date stipulated on the record of reception is considered the date of the supply of the individual type of project documentation.

3.7 The payment shall be made in the currency stipulated in the order.

#### **Clause 4**

##### **Supplier's obligations**

4.1 The Supplier shall deliver the products and/or provide the services in accordance with the order and the documents to which it refers, as well as these General Conditions, together with all the documentation necessary for their correct use and maintenance, and in accordance with all applicable regulations. Products must be delivered free of any apparent or hidden defects and in perfect working condition. The products and services shall meet contractual terms in quantity and quality defined in technical specifications of the project and in the order.

4.2 The order shall stipulate the deadline by which the Supplier must reach a defined state of progress in the

provision of its services. All these deadlines constitute essential elements of the order and shall imperatively be respected.

In the event of the delay when fulfilling the obligations, Revoz can impose the penalty without the prior notice. The details for calculation of the penalty will be stipulated in Clause 10 of these General Conditions. The Supplier shall fulfil its outstanding obligations within the new deadline.

In the event of a delay in the performance of an order, Revoz Purchasing Department shall be entitled, considering the loss it may suffer from such a delay, to carry out the remaining work itself or assign it to a third party, and all the costs shall be born solely by the Supplier responsible for the delay. To compensate for its failure to act, the Supplier shall pay these costs incurred by Revoz upon Revoz's presentation of the corresponding documents, within 45 days, unless otherwise stipulated in the order.

4.3 In addition, the Supplier is under obligation to advise the Customer and to share its know-how and experience in the field of use and maintenance of products delivered. The Supplier shall verify the information indicated in the documents communicated to it, and indicate in writing any anomalies, disparities and other issues that it identifies. In addition, it shall submit any proposals necessary to obtain the best possible results. The Supplier undertakes to carry out any necessary inspections and tests during the work and must provide the results to Revoz at any time on demand. If Revoz chooses certain types of equipment, brands or suppliers, it shall be the Supplier's responsibility to verify the conformity of these supplies when it receives them and to express in writing any remarks or reservations that are required. The Supplier is not allowed to change specifications without a prior permission from the Customer.

4.4 The Supplier is under obligation to advise Revoz and to share its know-how and experience in the field of use and functioning of the delivered products before signing of the reception record.

4.5 The Supplier shall indicate in writing any risks, anomalies, disparities or other issues that it identifies in the received orders that could arise from carrying out their services or when other suppliers carry them out.

4.6 Revoz can make available to the Supplier within the framework of the order all means (material, documentation, data, knowledge, information, tools,

software, etc.) that are lent to the Supplier. The Supplier explicitly acknowledges that the means made available by Revoz are and remain the exclusive property of Revoz. Consequently, the Supplier shall use these Resources only within the framework of and for the performance of the order and shall never use them for any other purpose. Use of IT, electronic and digital Resources by the Supplier and its subcontractors if any, is also subject to terms defined by Revoz.

4.7 In the event that facilities are under construction, the Supplier undertakes to allow to authorised representatives of Revoz a permanent control in all stages of work. In addition, it will prove the quality of used products by certificates in compliance with technical specifications and standards.

The Supplier will engage itself to:

- provide an Operational Programme of Works that will be later submitted to Revoz for validation
- name the responsible for the head of works, head of construction site and head of individual works,
- take care of the marking the object for which a building permit has been obtained,
- execute the contracted works that they took over after the approved project for the realisation of the construction or the works in the conditional scope and the quality while taking into consideration the Construction Act and other legislation and sub-legal acts in force relating to the construction,
- execute the contracted works in compliance with the approved project in the volume and quality required, as well as in accordance with the Construction Act and other construction regulations in force
- keep a work register and a register of calculated measurements in compliance with the regulations,
- submit an expert's detailed report on construction site organization
- carry out daily cleaning of the construction site, including the removal of waste material,
- draw up documents in compliance with its offer,
- ensure a continuous production process and provide all necessary protection of technological equipment,
- submit to Revoz for validation a list of its personnel carrying out services at the construction site,
- execute the works by means of the personnel stated in the list previously approved,

- build in products in compliance with applicable legislation, according to the project and to the proposal, and provide in time necessary quality certificates for parts and materials. The Supplier is under an obligation to submit to Revoz, when the works will have been accomplished, all quality certificates of built-in products and equipment, including documents necessary for technical inspection.

## **Clause 5**

### **Revoz's obligations**

5.1 Based on technical and commercial specifications for the project, Revoz undertakes to deliver to the Supplier, in due course, all data necessary to manufacture the equipment or to perform the service and to ensure a timely realization of all works for which it is responsible.

5.2 Provided that the performance of the order meets the technical and commercial specifications as well as the requirements of the General Conditions of Purchase, Revoz shall carry out the formal acceptance procedure and pay the price in compliance with the terms, conditions and deadlines stipulated in the order.

5.3 Formal acceptance by Revoz shall intervene at the time when acceptance of contractual performance is acknowledged. Such formal acceptance may be pronounced only after the achievement of all performance criteria has been ascertained, as defined in the technical and commercial specifications of the project.

If the formal acceptance of the product or the services is given subject to reservations, the joint formal acceptance statement shall specify the detailed action plan and the time limit provided, which may under no circumstances exceed one month for the remedy of the indicated. If the reservations are not discharged on expiry of the set time limit, the parties may seek an amiable solution. Failing agreement, or in the event the Supplier, although duly invited to attend, was not present for the formal acceptance procedure, disorders shall be deemed to have been ascertained jointly by and between the parties. In that case, Revoz shall be entitled to perform, either directly or indirectly through a third party, all necessary work or services at the Supplier's costs, without any prior notice and without prejudice to any claim for damages. The Supplier shall pay those costs presented by Revoz in 45 days to discharge the reservations, upon its presentation of the corresponding documents, if not stated otherwise.

5.4 In the event the facilities are constructed, Revoz undertakes to do the following upon signing of individual

order and prior to beginning of works:

- hand over facilities to the Supplier in a condition enabling it to start the works,
- make possible to connect the construction site to corresponding electric and water supply network no more than 100 meters from the facilities, the connection itself shall go to the Supplier's debit,
- hand over the documentation for the construction,
- ensure the construction supervision in accordance with the Construction Act,
- take care of the registration of the construction site/construction works,
- provide the plan for the organisation of a construction site, drawn in accordance with the conditions from the building permit,
- organise the elaboration of the Safety plan in accordance with the regulation on ensuring health and safety at work
- provide a safety coordinator on construction sites
- provide and hand over the necessary administrative authorizations
- to enable the access for the personnel of the contractor of the services into the plant area, as well as the access to the communal areas (toilets, locker rooms, canteens),
- organisation of the handover with the contractor,
- take care of the technical inspection and the operating permit.

Revoz shall regularly review and sign, together with the Head of the Project, the work register and the accounting statement of the construction works. The Head of the Project is not authorized to order additional works which are not planned in the specification and which do not have any impact on the functionality of the facilities.

## **Clause 6**

### **Health and safety at work, fire control and environmental management**

6.1 The Supplier oversees safety and health at work of the personnel carrying out services according to the order.

6.2 The contractor is responsible of the fire control of the site, while obeying to Revoz's fire brigade's instructions permanently present in the site. The contractor is obliged to respect the instruction regarding use of open fire and to acquire, prior to performing works including fire hazards, a permit issued by the fire department. If the instruction regarding use of open fire is not respected, works may be interrupted, and the contractor may be asked to leave the site.

6.3 While performing their works, the Supplier and its contractors or subcontractors shall strictly obey and comply with all the measurements of the Safety plan, the General regulations concerning health and safety at work, as well as Revoz's internal rules indicated in the General regulations on safety for external contractors and the health and safety measures applicable to the supplier's activity. The Supplier elaborates the Safety plan for each work site and sends it for approval to Revoz.

The Supplier is obliged to sign with Revoz a special agreement on ensuring common safety measures. In addition, it is obliged to inform Revoz of all activities and to respect its instructions and remarks. The Supplier shall also transfer to Revoz all information regarding the common Safety plan. Throughout the entire period of carrying out the services, the Supplier is obliged to inform Revoz of all the relevant measurements that would require modifications of the Safety plan.

6.4 In the event of non-compliance with General regulations related to safety and health at work, to speed limits within the plant territory (20km/h for trucks and 30km/h for passenger cars) and to internal rules on this matter, the Supplier shall be alerted by the Client. For the first infringement, the Supplier shall receive a written reminder from the Customer.

For any further infringement, the Client shall impose a penalty of €200 to €1000 to the Supplier. The penalty shall be based on the evaluation sheet established by the Safety and Health at Work Service.

The scale of fines is as follows:

infringement of 10 points: 200 EUR,

infringement of 50 points: 500 EUR,

infringement of 200 points: 1,000 EUR.

The penalties shall be added up.

Revoz shall inform the Supplier of the amount of the penalty by means of a letter and issue an invoice for the penalty due to the non-respect of the generally applicable rules in Revoz. As far as the conditions are provisioned, Revoz will offset the penalty payment and inform the Supplier thereof. If the Supplier does not remedy the deficiencies despite the penalty, the Contractor imposes the penalty again.

6.5 The Supplier hereby undertakes to consider the last effective Renault norm 00-10-050 and the following "Substances with the prohibited or limited usage". Only approved chemical substances may be used on the site. The Supplier or the contractor is under an obligation to

deliver a list of chemical substances with enclosed safety data sheets to the person in charge in the Health and safety at work department, according to REACH regulation ("Registration, Evaluation and Authorisation of Chemicals"). Chemical substances supplied to the plant shall have the packaging appropriately marked by an etiquette in conformity with the data on the safety sheet.

6.6 The Supplier undertakes to respect all environmental requirements originating from the legislation in force, internal acts of Revoz and act in accordance with the environmental policy of Revoz. In the event the Supplier cannot enter the data in the register without the prior authorisation by Revoz. In the event of breaching the environmental regulations by the Supplier resulting in the damage and payment of the penalty, the Supplier pays directly for the damage or the penalty. In the event the applicable legislation requires a direct payment by Revoz, the Supplier undertakes to give back to Revoz the amount for the damage or the penalty within the due date.

The Supplier must ensure the proper qualification of its personnel performing tasks that might have an important impact on Revoz's environment. The main environmental aspects are covered in the Introductory booklet for external contractors (slo: "Sprejemna knjižica za zunanja podjetja RPIFRV80520180002") and presented by responsible persons at the Supplier. The Supplier transfers the confirmation at the end of the booklet.

The Supplier is responsible for taking into consideration all important environmental aspects and related or possible impacts and risks for the environment related to their work, when supplying and assembling the industrial equipment or when carrying out services. The Supplier is bound to treat waste according to legal regulation and the requirements of Revoz or their elimination from the area of Revoz.

6.7 In case of constructing the objects, Revoz defines the ways to treat and collect construction waste. The Supplier takes care of the construction waste in accordance with the Regulation on waste arising from the construction works (Official Gazette of the Republic of Slovenia, No. 34/2008 on the 7th of April 2008 and the following ...). For construction waste produced in the area of Revoz, or collected and deposited outside Revoz area, the Supplier undertakes to keep record and create electronic evidential lists about Revoz being the waste producer.

**Clause 7**

**Liabilities of the Supplier**

7.1 The Supplier is liable for any non-performance or



unsatisfactory performance of the order, due in particular to failures in design, conformity, execution, operation or performance of the product and services, and for any apparent or hidden defects.

7.2 The Supplier is responsible for all unfulfilled liabilities or non-conformities caused by its employees or subcontractors.

7.3 The Supplier shall be liable for any material and non-material damage and direct or indirect loss which may arise from defectiveness stipulated in the first paragraph caused to Revoz or third parties. A liability limit may be set in the order by both parties, for a specific service or delivery of equipment or parts.

## **Clause 8**

### **Quality and control**

8.1. The services or products delivered to Revoz by the Supplier shall entirely meet the quality requirements of the order regarding technical documents, supervision documents, regulations and standards. The Supplier assumes all the responsibility for the quality of the product or services supplied or carried out. Revoz is entitled to control, either itself or by giving authorisation to a third party, the materials that the Supplier will use for manufacturing of the equipment or executing the services. If required by the regulations in force or by technical specifications, the Supplier shall submit to Revoz a certificate of conformity for all the products used.

## **Clause 9**

### **Warranties**

9.1 The Supplier grants a warranty free of charge covering replacement and repair of the equipment and/or correction of services, to ensure their satisfactory operation and to achieve the performance levels defined in the technical/commercial specifications of the project. The Supplier shall bear all the resulting expenditure, and particularly the cost of parts, labour, disassembly, transportation and reassembly regardless of whether they are incurred by the Supplier itself or by Revoz. The minimum duration of this warranty is one year, subject to contrary indications in the order. Warranty takes effect with the date of the final reception unless otherwise stated in the order.

9.2 If a defective item is replaced during the warranty period, the warranty period shall be extended by a period equal to the duration of interruption of use due to its failure. The replaced item benefits of a complete warranty period.

9.3 In case of complaint, the Supplier shall within 24 hours after the receipt of Revoz's statement undertake, free of charge, the necessary steps to eliminate the defect claimed within a reasonable time period. If the Supplier does not eliminate or pay for the damage incurred within the due date, Revoz alone can eliminate the defect or entrusts the resolving to the third party or do it at the expenses of the Supplier.

9.4 If the Supplier does not eliminate or pay the damage occurred, Revoz has the right to withhold the payment of the invoices corresponding to the services done or compensate that payment obligation by his obligation towards the Supplier.

9.5 In the event of constructions, the two-year warranty is in place for the quality of the execution of load-bearing constructions and roof covering, the duration of the warranty is 10 years, unless otherwise provided in the order.

Warranty conditions for equipment suppliers are in place for the in-built equipment, with the warranty date not being shorter than one year. The Supplier shall submit warranty documents to Revoz at formal acceptance of the facility.

## **Clause 10**

### **Penalties and contractual allowances**

10.1 In the case of a delay with respect to the contractual term, the Supplier shall pay the contractual penalties corresponding to 0.2 % per day or not more than 10 % of the total value. In the case of an order where the delay of execution is bound by specific conditions, the order may specify higher contractual penalties. Revoz shall charge the penalties with the final invoice. Payment or deduction of penalties does not exempt the Supplier from its obligations and responsibilities arising from the order. Furthermore, the Customer may claim the reimbursement that may exceed the aforementioned penalties of total material damage caused by the delay. A delay of any kind by Revoz's fault that may hinder the Supplier to execute its obligations in terms stipulated in the order cannot give rise to invoice the penalties to the Supplier. Revoz does not agree to pay any allowances regarding an anticipated completion of the works.

## **Clause 11**

### **Insurance**

11.1 The Supplier undertakes to subscribe and maintain all insurance policies covering Revoz or third parties

against losses that may arise from its liabilities as defined in clause 7 of these General Conditions, as well as the damage that may occur during the realization of work. The Supplier shall provide proof of such insurance and send Revoz a currently valid certificate of insurance, which specifies the type and the duration of the insurance and the amounts of any excess or deductibles.

## **Clause 12**

### **Transfer of ownership, custody and risks**

12.1 Revoz becomes the owner of the product or of the services progressively as they are executed, even in the event the performance of the order cannot continue for any reason whatsoever. Payment for the said product or services shall be made in proportion to its level of completion and its conformity with the documents. Revoz's title may not be opposed by any clause about reservation of title.

12.2 The Supplier is entirely responsible for legal and factual defects associated with the performance of the order.

12.3 The Supplier is entirely responsible for all risks related to the execution of the order until the beginning of the contractual warranty or at latest until the day of the final takeover.

## **Clause 13**

### **Modifications**

13.1 Any request to modify technical or commercial clauses of the order by Revoz or the Supplier shall be made in writing, and must, in addition, stipulate in particular the impact on costs, deadlines and performance. The Supplier shall not be entitled to rely on any modification unless these terms have been explicitly accepted in an order or in addendum to an order.

13.2 In case of any modification by the Supplier that has not been authorised by the Customer and which may result in destruction, correction and rework, in order to comply with performance of the order, the cost shall be borne by the Supplier.

13.3 In case of emergency, Revoz authorizes the Supplier to make the modifications or additional interventions on the material or at work itself, which might prove, during the execution, to be necessary for safety reasons as defined by the standards in technical and commercial specifications. In such a case, the Supplier informs Revoz immediately and takes all the measures allowing Revoz to carry out the necessary examinations and verifications.

Revoz shall approve such additional services by an additional clause.

## **Clause 14**

### **Intuitu personae**

14.1 The order is entered into as "intuitu personae" (in consideration of the person of the Supplier), regardless of whether the business is run on an individual basis or as a company. It is concluded due to the personal competences of the company's managing director or current corporate officers on the date the order is signed, due to their holdings in the company's stock, as well as the financial, human and material resources they have at their disposal in the company to perform the present order. Should there be a change in the company's legal status or in its managing director or corporate officers on the date the order is signed, or a transfer of substantial part of its business or one of its elements, transfer under a lease of management or via capital contribution to a company, or a change in the shareholding structure, the Supplier shall inform the Customer thereof who shall have the right to cancel the order in the event he deems the change has a negative impact on business or the current relations with the Supplier.

In the event of a legal succession of the Supplier, the Supplier will ensure a bank guarantee to Revoz to execute the order.

The Supplier is consequently not allowed to allocate, forward or transfer in any way an order to a third party without a prior written consent by Revoz. In the event of breach of this obligation, Revoz reserves the right to cancel the order (unilaterally) without a prior notice or compensation.

## **Clause 15**

### **Legality of employment and residence**

15.1 The work executed by the Supplier in Revoz's premises can only be executed by the personnel employed by the Supplier in accordance with the work legislation in force in the Republic of Slovenia or in the country of the Supplier's headquarters, and who are staying in the Republic of Slovenia in accordance to regulations regarding the entry, stay and employment of foreigners. The Supplier undertakes that workers carrying out works related to the order within Revoz's territory pay all the social security contributions and benefits in Slovenia or/and in the state of the Supplier's headquarters.

15.2 The Supplier shall ensure that his personnel operate only within the area of Revoz's territory where works are

under execution. The personnel assume all the responsibility of the damages it might cause. The Supplier's personnel shall not stay in Revoz's premises longer than for the time necessary for the execution of the works. Only Revoz's prior written consent authorises the Supplier's personnel to stay in other Revoz's premises. The Supplier undertakes that his workers respect all internal rules applicable on the premises of the company.

15.3 Should Revoz discover that the stipulations of the previous paragraph are not respected, it can, according to the nature and the extent of the infraction, either forbid the members of the Supplier's personnel to enter the premises or cancel the order. The damage thus occurred is borne by the Supplier.

15.4 Before the beginning of works, the Supplier shall forward the list of all workers that will be present on the premises of Revoz.

## **Clause 16**

### **Sub-contracting**

16.1 The Supplier undertakes, upon receiving the order and throughout its performance, to notify the Customer in writing of any sub-contractors that it will use in order to carry out the order. Upon the written consent by Revoz, the Supplier can include in the realisation of works also other sub-contractors later. The Supplier shall indicate on the documents it sends to the sub-contractors the number of Revoz's order based on which the works are carried out. The Supplier also undertakes to inform the sub-contractors of the content of the general purchasing conditions and obligations. After the presentation of the sub-contractors, Revoz may, without giving any reasons, reject all or some of them. Subcontractors which Revoz has not been notified of, as specified above, will be considered as not accepted. Shall the Supplier include a Subcontractor in the order without Revoz's approval or the written consent, Revoz reserves the right to terminate the order unilaterally without the warning or compensation.

16.2 In the event the order is not carried out at all or is only carried out partially or poorly, the Supplier responds to the Client. It may however engage qualified sub-contractors but in such event, it is not exempted from the responsibility of executing the order.

## **Clause 17**

### **Use of documents - Confidentiality**

17.1 The Supplier undertakes to keep confidential all documents, data, know-how, prototypes, information,

tools, software, and any further information transmitted by Revoz or of which it may be aware through their business relations, and not to communicate them to anybody, by any means whatsoever, directly or indirectly.

The Supplier shall take all the necessary steps to preserve the confidential nature of the information. The Supplier shall communicate to its personnel and subcontractors only the information necessary for the satisfactory performance of the order. The above-mentioned persons shall be sworn to secrecy.

17.2 If the above-mentioned provisions are disregarded, Revoz has the right to assert the protection of its rights before the competent court and has the right to claim the corresponding indemnity.

17.3 The Supplier is bound to respect the confidentiality of information exchanged for the time of the business cooperation or for at least 10 years since receiving the information.

17.4 The commercial relations with Revoz shall on no occasion allow direct or indirect marketing without a prior written consent by Revoz.

17.5 Revoz can sign the Non-disclosure Agreement with the Supplier, which further regulates the information and documents confidentiality communicated to the Supplier by Revoz for the purposes of demand, negotiations or order.

## **Clause 18**

### **Industrial and intellectual property**

18.1 The order does not mean any allocation nor licence for intellectual rights and/or industrial property and know-how with experience from Revoz and/or Renault or by the Supplier before it starts implementing the order (hereinafter "background rights"). However, Revoz can grant to the Supplier the licence to use the appropriate background rights needed for the implementation of the order. The Supplier on the other hand allocates to Revoz all background rights that are needed for carrying out the order and/or for its usage by Revoz (under conditions laid down below) for every result or results arising from the order implementation (hereinafter: "result").

18.2 Intellectual and/or industrial property rights and/or the know-how and experience related to the result become the exclusive property of Revoz, as soon as the Supplier completely and/or partially achieves the result. Therefore, Revoz has an exclusive right for the independent use of results, or directly, through the licence owners, as well as



intellectual and industrial property rights, including the know-how and experience, without any limitations, in the present form or after the modification.

18.3 In the event the result is a patented invention or is equally protected, Revoz can ask for the patent or equal intellectual rights and/or industrial property in the name and at their own expense. In this regard, the Supplier undertakes to ensure that each of its employees nominated as inventors carry out all formalities based on which the enclosing of the patent or equal intellectual and/or industrial property is possible.

18.4 In the event the result is a creation with copyrights included, the Supplier acknowledges it to be the result of a collective work created by Revoz, which is deemed to be the exclusive author. If the result was created by the author himself and if the contribution of individual authors could be recognised, the Supplier states that it gives to Revoz exclusive rights to reproduce and represent in relation to the result or achieved in the name of and to the benefit of Revoz company. Revoz also grants the rights to transfer the stated rights, especially the rights to represent, to reproduce directly or by the third person, digitalisation, use, marketing, publishing, editing, translation and result circulation, with the support of an any kind of tangible or intangible medium, for example: the video, TV, cinematographic, photographic, digital medium (for example a website, intranet site), electronic, magnetic, optical, paper, carton, fabric or leather (for example: a dress or a suitcase), from metal or plastic, worldwide, in time of literary or art property rights, foreseen by the Slovene and European legislation and present as well as future international agreements, including the possible extension of this period.

18.5 The Supplier agrees to obtain from the third parties in the name, for the account of Revoz and at its own expense all agreements needed for the allocation of intellectual and/or industrial property in terms of the result, in accordance with these general conditions of Purchase in Revoz. Consequently, the Supplier agrees on obtaining all permits from authors having contributed to the result and/or which creations are partly or entirely included in the result, or at least all necessary permits or formalities for the realisation of the order and the use and utilization of the result by Revoz in order to avoid any kind of complaints or demands for the indemnities by a third person. The Supplier agrees to immediately deliver to Revoz the copies of all agreements that were signed or proofs of formalities that will be undertaken on behalf of Revoz for the above stated purpose.

18.6 The Supplier as an informed expert agrees to inform

Revoz of all formalities or legal and contractual requirements for the use and utilization of the result without any kind of complaints and/or demands for damages from any third person. The Supplier is responsible under conditions of a ninth clause (warranty) in case of infringement.

18.7 The Supplier pays for the damage or does not cause harm to Revoz and its employees in all cases and despite any contrary provisions. The Supplier answers with no reservations whatsoever to the claims for damage and/or any activities related to the result and its use and especially to all claims and/or actions on intellectual and/or industrial property that can be brought by third parties against Revoz. In relation to this, the Supplier may, after consulting with Revoz and obtaining its explicit written consent, introduce all required measurements (i) in order to obtain the needed grants, the licence grants or approvals from the owners of specific intellectual property rights and/or rights to industrial property and/or, (ii) to modify the result in a way that Revoz can carry on using them, while taking into consideration that the expenses of such needed grants, licence grants, permissions and/or modifications of the above stated result are covered by the Supplier. Shall the third party have any kind of requirement, regardless of the result of the dispute, the Supplier must reimburse the total amount of costs that may arise from the acquirer of licences to Revoz. Further on, the Supplier undertakes to abstain from registering or/and using the result in any way or from helping someone else in doing so.

## **Clause 19**

### **Force majeure**

19.1 If an unforeseeable external event beyond reasonable control occurs that may be qualified as force majeure and could not be avoided or expected at the signature of the order, the affected party shall notify thereof the other party as soon as possible. The notice shall include the description of the event representing a force majeure its possible consequences on the realisation of the order. The delay in fulfilling the obligations shall be postponed for the time of the force majeure and its consequences. Each party shall take all provisional measures necessary to minimize the negative consequences resulting from this force majeure event. In addition, if the force majeure event is prolonged, the order may be terminated by either party even if provisional measures have been taken. Should one party not inform the other party or should not inform it in due time, it has no right to appeal to force majeure.

**Clause 20****Termination**

20.1 If the Supplier fails, deliberately or due to negligence, to fulfil its obligations and does not remedy such failure within 15 days from the date of notification of that effect, which has been sent by registered letter, or without such notification in the event of urgency, the order may be cancelled in whole or in part, at Revoz's discretion. The Supplier deems the failure also a delay in delivery or service performance.

Revoz is entitled to claim damages as well as interests for the loss suffered, and the Supplier is bound to pay it.

Revoz shall consequently have the right to take all measures it deems necessary, including the right to issue new orders to another Supplier of its choice in order to carry out the order.

**Clause 21****Anti-corruption clause**

21.1 The Supplier guarantees for the conformity of its operations and undertakes to act in conformity with the applicable laws and implementation rules on the fight against corruption and trade in influence which includes but is not limited to only those used in Slovenia, but France as well ("Anticorruption legislation"). The Supplier is informed about the provisions of the "Guide on the Corruption prevention and Influence Trading in Renault Group" (received together with General Conditions of Revoz Purchasing) and undertakes to have understood and is bound to understand them in the future.

21.2 When taking into consideration the undertaken commitments and given warranties from the previous paragraph, the Supplier states and guarantees additionally:

i) that no one, not him nor its legal representatives, social partners, main shareholders with 25% or more capital or voting rights owned directly or indirectly and employees, representatives, consultants or third persons working on its behalf ("authorised persons") carried out, suggested, approved nor promised (nor will they carry out, suggest, approve or promise) payments, liabilities (cooperation), gifts or any other financial or non-financial benefits ("Benefit"), directly or indirectly via a third person, (a) in order to achieve the undue advantage, and/or (b) to encourage or reach out to the private citizen or a public officer (as stated in the anti-corruption legislation) for the lack of appropriate implementation of its tasks or liabilities, and/or c) to encourage the private citizen or the public officer to use its actual or presumed influence with

the purpose of reaching the decision or to influence the decision of the authority or public administration, administrative or judicial authority or the company in which the State or a public company holds shares;

ii) that neither him, nor any authorised person ever asked for, demanded, approved or received (nor will it ask, demand, approve or receive) from a private or public officer any benefits as payment or as compensation for the non-enforcement of his tasks or obligations within the frame of Renault Group's activities in an appropriate manner, or carried out the kind of action that could jeopardize the appropriate execution of the tasks or obligations in the name of or on behalf of a Renault Group company;

iii) that neither him nor any other authorised persons carried out, offered, approved nor promised (nor will it carry out, offered, approved or promise) a "payment to accelerate the normal realisation" or undue payments to a public officer in order to realise the administrative procedure formalities that should have been carried out in the normal legitimate way or a payment to encourage or incite a more efficient and faster realisation of their task even in cases where payments are not forbidden by the national legislation;

iv) that neither him nor any other authorised persons have not been persecuted nor convicted on the grounds of the infringement of the anti-corruption legislation.

21.3 The Supplier undertakes that the authorised persons (i) respect and fulfil the above stated liabilities; (ii) that his third parties acting on its behalf and on his account and at his expense ensure in the contract that their own third persons acting on his behalf, on his account and at his expense respect and comply with these obligations and; (iii) to include in the agreements reached with third parties acting on their account/at their expense the right of audit that would enable the verification of compliance with these obligations by the third parties.

21.4 In the event the Supplier fails to comply with the provisions of the "Anticorruption clause," he undertakes to take the satisfying correction measurements at its own expense.

21.5 The Customer takes into consideration the preliminary statements, warranties and liabilities (commitments) as the essential condition for the contractual cooperation with Revoz, and moreover, their full respect by the Supplier is the main part of its contractual liabilities.

**Audit**

21.6 The parties hereby agree that in time of the order Revoz may, at its own expense, ensure the carrying out of one or more audits regarding Supplier's compliance with the provisions of the "Anticorruption clause". The audit is carried out by the external office defined by Revoz.

21.7 Revoz shall inform the Supplier about its intention of audit upon the appropriate prior written notification concerning the circumstances (from which not more than fifteen (15) days shall pass).

21.8 Regarding the audit, the Supplier undertakes to participate without any reservations and will by their best know-how and care allow the access to all documents, tools, means and employees needed for an audit (however, the audit is limited to the control of compliance with the provision of the "Anti-corruption clause").

21.9 Should the audit report demonstrate that the Supplier has not taken into consideration the provisions of the "Anticorruption clause", Revoz can temporarily suspend or cancel the order or demand that the Supplier provides the appropriate corrective actions at its own expense within the action plan and thirty (30) calendar days after submitting the audit report. Customers explicitly confirm that the carrying out of the audit by Revoz is not the prior condition for the enforcement of the "Termination of the contract" clause.

21.10 And even though the Supplier undertakes upon the first request from Revoz to provide them with all the required information about the conformity with the provisions of the "Anticorruption clause" by the Supplier and to notify them immediately of any clear or suspected violation of the anticorruption legislation that was established by the Supplier itself or by the authorised person in the context of the order.

**Order cancellation**

21.11 In the event of a failure to comply with the obligations of the "Anticorruption clause" provisions or the "Audit" Revoz is entitled to temporarily suspend or cancel the order at its own discretion, without having to previously request from the Supplier the realisation of appropriate corrective actions.

21.12 Without limiting the above stated general indications Revoz can temporarily suspend or cancel the order if the Supplier has not proposed a satisfying action plan or if it has not carried out the appropriate correction actions in accordance with the provisions of "Anticorruption clauses" or "Audit".

21.13 Revoz can inform the Supplier of the cancellation or temporary suspension of the order by registered letter with an acknowledgement of receipt. The cancellation or temporary suspension of the order comes into effect immediately and is in force since the day of the first service of the registered letter with an acknowledgement of receipt without payment of an any kind of compensation to the Supplier and without prejudice to any compensations.

**Clause 22****Protection of personal data**

22.1 In the event this shall be necessary for the implementation of the subject of the order, Revoz will, as the personal data manager, authorise the Supplier for the management of the personal data that are needed for the implementation of the order. The Supplier can process personal data only based on the written instructions of Revoz and in compliance with the provisions of the legislation in force. In such cases, Revoz shall sign with the Supplier the relevant data processing agreement or other relevant agreement stipulating all liabilities arising from the appropriate personal data protection insurance.

22.2 As a data user, the Supplier shall provide the sufficient protection and use the appropriate technical and organisational measures in order to comply with the entire legislation in force when processing the data as well as to ensure the protection of rights related to personal data. While doing so, the Supplier shall not hire any subcontractors for the data processing unless having obtained the prior written consent by Revoz and provided that the relevant subcontractor is subject to the same obligations as the Supplier and that it is capable of offering the same guarantees. In its relationship with Revoz, the Supplier takes upon itself the exclusive responsibility in complying with its obligations as well as the obligations of its subcontractors. The Supplier shall implement the appropriate technical and organisational measures in order to ensure the adequate level of safety according to the risks that also comprise:

- the pseudonymization and coding of personal data;
- the capability to ensure the constant confidentiality of data, secrecy, integrity, availability and reliability of information systems for the processing of data and services;
- the capability of timely establishment and access to personal data in the event of a physical or technical indent;
- the procedure for regular checks, evaluations and assessments of technical and organisational measures ensuring the safe data processing.

In the event of an infringement of personal data protection the Supplier shall within 24 hours at latest inform Revoz about such incident, provide them with all the necessary information and actively cooperate with Revoz and its supervising authority "Information commissioner". The Supplier shall only process personal data only in the countries of the European Union and shall not use the transborder flows of personal data from the countries of the European Union when in countries outside the EU.

The Supplier shall help Revoz by demonstrating the compliance with its obligations and by making available to him all information needed to demonstrate its compliance with the obligations stated in this clause and in the agreement on the personal data processing. The Supplier shall also participate in audits, as well as the revisions carried out by Revoz or any other auditor authorised by Revoz. The Supplier shall return to Revoz all personal data when the order expires; in the event of an early termination of the cooperation; for any other reason; or upon the demand by Revoz. The Supplier shall delete the existing copies of personal data.

**Clause 23**

**Settlement of disputes and application of the law**

23.1 Revoz and the Supplier agree that any dispute between the parties shall be settled in a friendly way. Failing this, the dispute will be submitted to the competent court of Novo Mesto. Unless explicitly agreed otherwise between the two parties, the law of the Republic of Slovenia applies. In the event of international selling of goods, the application of the Vienna convention for the International Sale of goods is entirely excluded.

23.2 In the event of the application of these General Conditions when the Supplier concludes the deal with one of the companies of Renault Group without accepting the general terms of the company or the general Purchase conditions of Renault s.a.s. (1.2 of these conditions), the rule set out in the previous paragraph about the law application and jurisdiction is hereby not applied.

**Clause 24**

**Varia**

24.1 If one or more provisions of these General Conditions become invalid, this shall have no effect whatsoever on the validity of other provisions. The customers shall replace the obsolete provision with the provision in force that would be the closest to the original intention of clients.

24.2 These General Conditions shall be published on

Revoz's website: <https://Revoz.si/sl/>. Revoz shall notify the Supplier of any modifications of General Conditions of Purchase. In the event the Supplier raises no objection within a reasonable time, all modified conditions apply for it.

**Supplier:**

*Name and place of establishment:*

.....  
.....

*The Supplier hereby recognizes that it has knowledge of and accepts the General Conditions set out above.*

*At .....*

*On .....*

*Name and title:*

.....  
*Signature and stamp of the Supplier:*