



Knowledge for life since 1951.

TIK d.o.o.,
proizvodnja medicinskih
pripomočkov

Goriška cesta 5b,
5222 Kobarid, Slovenia

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Kobarid, January 1st, 2023

TIK d.o.o. - GENERAL TERMS AND CONDITIONS OF SALE (rev. 2)

1. Application

These General Terms and Conditions of Sale set out the terms and conditions of business between TIK d.o.o. ("*TIK*") and the customer in the sale of goods ("*Goods*" or "*Product*"). The customer has received these General Terms and Conditions of Sale, is familiar with them and agrees to them in full.

In these General Terms and Conditions of Sale, *Customer* means a legal person that submits an enquiry to TIK for the purchase of Goods, irrespective of whether a contract is subsequently concluded on the basis of that enquiry.

2. Offer and Acceptance

- 2.1. An offer made by TIK to the Customer shall be valid for the period indicated thereon. Unless otherwise specified, an offer shall be valid for sixty (60) days from the date of receipt of the offer.
- 2.2. The offer and the contract concluded on the basis of it shall be valid in the circumstances in which they were made or signed. If the Customer's financial situation and/or credit rating deteriorates following the submission of the offer or the signing of the contract, or if such circumstances arise at the time of signing the offer or the contract, TIK shall be entitled to withdraw from the offer or the contract if the Customer is unwilling to ensure payment in advance or to provide other means of securing payment at the request of TIK.

3. Orders

- 3.1. The Customer's acceptance of an offer made by TIK shall be deemed to constitute an order ("*Order*"). The Customer must place the Order in writing by email. The written Order must be sent by email to the person responsible/contact person at TIK. Orders cannot be cancelled or rescheduled without the written consent of TIK. All Orders must specify the Products, the quantity per unit, the parity, the applicable prices and the required delivery time, as well as the delivery address, if different from the Customer's official address.
- 3.2. Exceptionally, the Customer may place an Order by telephone, but TIK is not required to accept it and is only bound by such an Order if TIK has expressly agreed to it.
- 3.3. TIK's obligation to supply the Goods from the Order shall only arise when TIK confirms the Order in writing ("*Order Confirmation*"), thereby creating a contract between TIK and the Customer under the conditions set out in the Order Confirmation. TIK undertakes to confirm the Order in writing no later than 15 working days after receipt

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of the Order. Individual parameters (such as quantity and price) may be different in the Order Confirmation. In this case, the Customer has the right to withdraw from the contract. TIK accepts no liability for any damage caused to the Customer as a result of the absence of an Order Confirmation by TIK, a change in the Order Confirmation parameters or the Customer's withdrawal from the contract in accordance with this paragraph.

4. Confidentiality

Any information disclosed by TIK to the Customer in any form or by any means in response to an enquiry in relation to the Goods and/or in connection with the conclusion of a contract and/or the performance of the concluded contract shall be a business secret and shall not be communicated, disclosed or otherwise made available by the Customer to third parties without the prior written consent of TIK, unless so required by law or by a decision of a competent authority. Confidential information includes, for example, but is not limited to, all documents, information indicated in the offer, Order and Order Confirmation, and any information exchanged between TIK and the Customer in connection therewith, such as technical information about the Goods and information about the production process.

The Customer also undertakes to protect all business secrets, personal data and other confidential information of TIK which it becomes aware of as a result of or in connection with the performance of the concluded contract, irrespective of the medium on which the information is contained or the manner in which the confidential information was obtained, and to protect the interests of TIK on the market and to keep TIK informed of all matters or events of importance to TIK.

The Customer further undertakes to permanently protect as a business secret all data and information which it obtains or has access to or becomes aware of at any time, in whatever form (written, oral), on whatever medium, insofar as it is identified as a business secret, as well as that which is not expressly identified as a business secret, if it should or could have known that its communication or disclosure to unauthorised persons could cause material or non-material damage to TIK, to TIK Group companies or to third parties.

The permanent protection of business secrets under the preceding paragraph means the obligation of the Customer to:

- use the documents, data and information referred to in the preceding paragraph solely for the purposes of deciding whether or not to conclude a contract and/or for the purposes of implementing the concluded contract, and not to disclose them in any way to third parties without the prior written consent of TIK, and not to reproduce them or exploit them for its own purposes and, upon request by TIK, to

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immediately return to TIK or destroy any records contained in documents or other media as soon as the information in question is no longer necessary for the purposes of deciding whether or not to conclude a contract and/or for the purposes of implementing the concluded contract;

- take appropriate measures, in regard to the documents, data and information referred to in the preceding paragraph, in disclosures to its employees or to other persons to whom the information has been disclosed in accordance with this article, to prevent any unauthorised use or disclosure.

The obligation to protect the information from this article shall remain in force indefinitely and after the termination of the contract concluded between the Customer and TIK.

The obligations from this article do not apply to information which is lawfully known to the public or which may be disclosed on the basis of TIK's written consent.

5. Prices

- 5.1. TIK's price list for TIK branded products is available to the Customer on request.
- 5.2. The prices listed in TIK's price list are not binding (for information purposes only) and are based on the EXW parity for TIK branded products.
- 5.3. Prices for other products will be available to the Customer on request in the offer that will be prepared by TIK.
- 5.4. For the avoidance of doubt, the prices in the Order Confirmation are valid and binding. The prices in the Order Confirmation are in no way binding for future Orders of the same type of Product.
- 5.5. Unless expressly agreed otherwise, prices are exclusive of any applicable VAT, import and export duties, if any, and any other duties applicable in connection with the sale, supply, delivery or use of the Goods and/or services, transport costs, insurance, packaging (pallets) and packaging materials, additional labour costs and costs related to the handling of the Products. TIK shall charge these separately to the Customer.
- 5.6. To minimise delays in the dispatch of Orders, the following minimum order quantity conditions apply to Product Orders:

Minimum order value in EUR	100,00
Minimum order value < EUR 100 – handling costs	10,00
Estimated cost of pallet/piece in EUR – subject to market changes	24,00
Delivery cost	According to the current price list of the Post of Slovenia and GLS
Cost of samples	Ordering via the website (contact form) – free of charge

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	Up to EUR 20,00 – free of charge Over EUR 20,00 – payment by pro forma invoice
Costs of sample delivery	Ordering via the website (contact form) – free of charge Up to EUR 20,00 – free of charge Over EUR 20,00 – paid by the Goods recipient (delivery by the Post of Slovenia according to its current price list)

5.7. TIK reserves the right to change the prices from the Order Confirmation, in an amount that reflects the increase in costs to TIK, in the event of any change in quantity, quality, place of delivery, commercial and logistical processes, requirements of applicable legislation, national requirements, price increases of TIK's suppliers and any change in the rate of VAT and other taxes.

5.8. TIK reserves the right to charge default interest for unpaid invoices at the maximum default rate permitted by law.

6. Delivery and Transfer of Risk

6.1. Delivery times require specific written confirmation from TIK. Products shall be deemed to have been delivered if TIK is willing and able to deliver on the agreed date but is not prevented from doing so by the client or by force majeure.

6.2. Products are delivered EXW. The Customer shall be responsible for the transport and associated costs of TIK to the Customer's warehouse location or other delivery location specified by the Customer. The Customer shall pick up the Products at TIK's warehouse within 7 working days from the agreed date or from the date on which TIK has notified the Customer that the Product is available at the warehouse. If the Customer is late in taking delivery of the Product, it shall bear any and all costs incurred.

6.3. Unless otherwise agreed, delivery of the Products shall be at the risk and expense of the Customer.

6.4. If the Products cannot be delivered as instructed by the Customer, TIK shall be entitled to store the Products at the Customer's risk and expense. The date of entry into storage shall be deemed to be the date of delivery and the warehouse invoice shall replace the delivery documents.

6.5. The currently valid Incoterms clauses shall apply.

6.6. The Customer must provide all necessary information and documentation required for export / domestic shipment / import / delivery to the EU and documents in accordance with the *Council Implementing Regulation (EU) 2018/1912 of 4 December 2018* proving receipt of the consignment from Slovenia to the EU. Delays caused by export inspections and customs licensing procedures are not included in the delivery times and are beyond the control of TIK.

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7. After-Sales Supervision

7.1. The Customer is required to report to TIK regarding the Products sold, batch numbers, quantities, date of delivery, invoice and other documentation enabling the traceability of the Product to ensure that the Product can be withdrawn from the market immediately if necessary. The Customer may not modify the Products, documentation, promotional material, instructions for use, etc. without the prior written permission of TIK.

8. Payment

8.1. The price of the Product is due and payable in euros (EUR) within 30 days from the date of the invoice, unless otherwise stated on the invoice. The Customer shall pay invoices by electronic transfer to TIK's transaction account indicated on the invoice.

8.2. Any cash discount or other discounts will be specified on the invoice.

8.3. Payment shall be deemed to have been made on the date on which TIK receives the amount stated on the invoice or it has been credited to TIK's transaction account.

8.4. The Customer may reject the invoice within 8 days of receipt by written notice to TIK, otherwise the Customer shall be deemed to have accepted the invoice and shall lose the right to reject it.

9. Reservation of Rights

9.1. The Products shall remain the property of TIK until all the Customer's obligations towards TIK have been settled (retention of title).

9.2. To the extent permitted under the relevant foreign legal system, the Customer registers a reservation of title.

9.3. For as long as TIK holds title to the Goods in accordance with this article, the Customer shall handle the Goods with due care, properly protect them and, if necessary, service and maintain them. In addition, the Customer shall cover the cost of all required investments, such as maintenance and inspections.

9.4. If the Products, the title to which remains with TIK pursuant to this article, are for any legal reason resold or transferred to a third party, the Customer shall be deemed to have assigned to TIK all rights and claims, including all ancillary rights, against its customers arising out of the sale of the Products.

9.5. In the event of any doubt, the retention of title shall remain valid until the Customer proves in each case separately that all obligation towards TIK have been paid. If Goods delivered by TIK with retention of title have been claimed in any way by a third party (e.g. attachment of a debt or a third party claim on TIK's assigned claims), the Customer shall immediately notify TIK and the third party of the retention of title.

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10. Returning Defect-Free Products

- 10.1. TIK guarantees that the Goods will be produced in accordance with the agreed specification and any samples sent by TIK and approved by the Customer. TIK reserves the right to change the input materials of the Products and the production process, provided that there is no change in the operational use of the item for the Customer's purposes (sleeve, material hardness, etc.). Minor deviations from the samples are not considered to be a defect.
- 10.2. The return of defect-free Products requires the express written consent of TIK. TIK has full discretion in deciding whether to accept the return of Products and is in no way obligated to accept the return of Products. In particular, it is not obligated to accept the return of Products that deviate from TIK's sales programme or that were made to order. The amount of credit that can be claimed when returning Products depends on their age, condition and merchantability. The Products must be returned in their original, undamaged packaging and in the full quantity of one basic box of the Product.
- 10.3. In the event of a return, the Customer bears the entire risk and all costs of the return.

11. Warranty for Material Defects (Complaints)

- 11.1. Any obvious defects in the Products shall be claimed by the Customer in writing within seven (7) days of taking delivery of the Products. Hidden defects in the Products which could not be detected by normal inspection on receipt must be reported immediately and at the latest within two (2) working days of their occurrence. Damage to the Products that is obvious at the moment of delivery must be reported to the freight forwarder or carrier upon delivery. Upon delivery, the Customer must record on the consignment note, delivery note or any other accompanying document that it has received damaged Goods and must then take appropriate photographs of the damage and send all documents by email to the TIK Sales Department. This warranty applies only to TIK's initial customer and not to anyone to whom the Customer has resold the Product. For the avoidance of doubt, this warranty does not cover damage to the Products caused by misuse, incorrect use, accident or neglect by the Customer or its agents or customers.
- 11.2. In order to claim a material defect in the Goods, the Customer must submit to TIK a notice on the defect along with a complaint record, providing the cause of the complaint and a detailed description of the defect, the identification details of the consignment that is the subject of the complaint and a sample of the Goods delivered and the batch number. As a condition for claiming a defect, the Customer is obliged to submit to TIK, at its own expense, a sample of the defective Goods delivered.
- 11.3. TIK will examine the received documentation and Goods sample. If TIK confirms that there is a material defect in the Product, the Customer shall be entitled to a replacement product or a refund of the purchase price, at the discretion of TIK.

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- 11.4. Any warranty claims under this article shall become time-barred after six (6) months from the Customer's acceptance of the Products.

12. Other Regulatory Requirements

12.1. The Customer is fully responsible for providing translated product information and promotional activities. The Customer that provides translated information provided by TIK for a single-use medical device, including labels, instructions for use (IFU) and any promotional material, shall indicate on the packaging of the device or in a document accompanying the device (IFU) the business activity it carries out, its name, registered trade name or registered trademark, registered place of business and an address at which it can be reached so that its location can be determined. The Customer must ensure that it has a quality management system in place which includes procedures to ensure that the translation of information is accurate and up-to-date and that translation and re-labelling activities are carried out in a manner and under conditions that preserve the original condition of the Product and that the packaging of the potentially repackaged Product is not damaged or disfigured.

12.2. The Customer carrying out any of the activities described in the preceding paragraph shall, at least twenty-eight (28) days before placing a re-labelled or repackaged device on the market, notify the manufacturer and the competent authority of the Member State in which it intends to make the device available and, at their request, provide the manufacturer and the competent authority with a sample of the re-labelled or repackaged device, including a translated label and instructions for use.

12.3. The Customer shall maintain an appropriate tracking system for batches (or serial numbers of the single-use medical devices) in order to be able to take the necessary steps to notify users of certain precautions or to organise a recall of defective Goods, in accordance with EU regulations. Such data or records must be available for five (5) years for single-use Products and include the reference batch number of the Product – quantity delivered, purpose, name, address and date of delivery.

13. Miscellaneous

13.1. The consignment and the services (signed contracts) meet the conditions and performance is not restricted by any national or international regulations, in particular export control regulations and embargoes or any other restrictions.

13.2. The rules of Slovenian law shall apply to all matters relating to the relationship between TIK and the Customer, unless the Incoterms clauses prevail.

13.3. Any dispute or claim that cannot be settled amicably shall be subject to the jurisdiction of the court in Nova Gorica, Slovenia.

13.4. The Customer shall use TIK trademarks, trade names or any other symbol, but only for the purpose of identifying and advertising the Products.

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- 13.5. The Customer shall not register any of the Products from the price list, trade names or symbols of TIK.
- 13.6. TIK complies with the current MedTech Europe Code of Ethical Business Practice (<http://www.medtecheurope.org/industry-themes/topis/122>).
- 13.7. These General Terms and Conditions of Sale enter into force on **1st January 2023** and supersede all previous terms and conditions of sale.

TIK d.o.o.

Petra Borovinšek, Managing Director

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