

CONTAINER, d.o.o., Celje, Slovenia
GENERAL CONDITIONS OF SALE

1 Introduction

The current general conditions of sale apply to legal relationship between Container, d.o.o., Celje, Slovenija (hereinafter referred to as the seller) and its purchasers.

Legal relationship between the seller and its purchaser is validated by purchaser's acceptance of an offer, seller's submitting purchaser's order or by signing the contract between the seller and purchaser / ordering party, unless agreed upon otherwise by accepted offer, submitted order or signed contract.

If not provisioned otherwise by the seller's offer, these conditions of sale are valid for each purchaser's order and all the offers made by the seller.

Conditions of sale arising from purchaser's order or purchaser's counter offer are not binding for the seller, if they were not accepted in written form by the seller or if they are not a result of negotiations between the seller and purchaser.

The Slovene version of the offer, contract and other documentation arising from the selling procedure is regarded as an authentic text and provides the base for determining rights and duties of the contractual parties in case of a dispute.

2 The object of an accepted offer, submitted order or signed contract

The object of an accepted offer made by the seller, confirmed purchaser's order or signed contract is manufactured according to the verified technical documentation. Technical documentation is verified when:

- it is delivered in written form
- it is dated and signed by the purchaser or his authorized representative

3 Price

Selling price is a net price exclusive of customs duties, import taxes or state taxes. Packaging will be charged extra and the goods shall be acquired at the sellers premises (EX WORKS INCOTERMS 2000, the sellers facility in Celje) otherwise transport costs apply. The selling price is exclusive also of the additional costs of testing procedures of the object bought, unless this is not exclusively agreed upon by an accepted offer, submitted order or signed contract. All taxes and customs duties that should be paid by the seller on behalf of the purchaser will be additionally charged to the purchaser.

4 Terms of payment

For all orders an advance payment of 30% of the net price has to be made, the rest 70% of the contractual value has to be paid before dispatch, unless an accepted offer, submitted order or signed contract don't state otherwise. Advanced payments don't bear interest. Payment deadlines are an integral part of the contract of sale.

The purchaser shall transfer the money on the seller's account at HYPO ALPE-ADRIA BANK D.D., number. SI56 33000-7394932925, BANKA CELJE 06000-0141232978, PROBANKA 25100-9718645110.

If for any reason payment is not made in due time, the result is a serious a breach of contract, unless the delay is specifically agreed upon by the purchaser and seller.

This provides the seller with a right to apply additional default interests amounting to 0.04% of contractual value of the order, settled daily.

»Cassa sconto« can only be applied in case it is confirmed by the seller in written or oral form.

The net price is subject to change, depending on rising and falling prices of materials on the purchase market, if the price of materials changes for 3% or more.

Purchaser shall be notified, in written form, in advance in case such situation occurs.

5 Long distance communication

To execute long distance communication all communicational means are used (telephone, e-mail, fax, snail mail...). Binding conformation of intention of all contractual parties by which they accept the rights and duties can only be issued in written form:

- via mail (signed and stamped)
- fax sheet (signed and stamped)

The seller presumes authorized representative is eligible for issuing binding conformation of intention of the purchaser.

6 The order

The purchaser guarantees the accuracy of information placed in the order. The seller is not bound to accept the order if the order lacks relevant information, is incomplete or ambiguous in any other way.

If not accepted otherwise by an accepted offer, submitted order or signed contract, the order has to include the following documentation:

- I. Original acceptance of the seller's offer / order or contract.
- II. Complete and verified construction plans (signed and dated by authorized representative) in written form
- III. Item itinerary of the material ordered (has to include: position, quantity, dimensions, quality of the material, standard or distributor).
- IV. Specification of the surface protection (degreasing, quality of sand blasting, RAL color scale, color quality, thickness and the number of color depositions, metallization, hot zinc...)
- V. Technical – acquiring conditions (TIR, CSC, G.L. ...) and specification of the tests run if these are subject of the accepted offer, submitted order or signed contract.
- VI. List of specific spare parts, the seller has to order separately, with a list of distributors and a price list or a list of spare parts or equipment the purchaser intends to buy at his own expense and will only be positioned by the seller.
- VII. List of representatives authorized to issue binding declarations of intention

The seller will regard the order as not submitted if the order will not include all the necessary, above listed, documentation. The seller is not obliged to inspect accuracy and technical adequacy of the purchaser's technical documentation (plans).

The seller estimates that the purchaser allows for a third party to be included in business implementation, if not provisioned otherwise by the accepted offer, purchaser's order or contract.

7 Submitting the order

Purchaser's order is submitted, when it is accepted by an official representative of the seller.

Official representatives of the company are: head manager of the company, executive manager and head manager of the sales and development department.

All subsequent modifications of the order, the purchaser claimed after the contract was signed, or incomplete technical documentation (plans), or errors in the technical documentation that extend the work of the seller or resulted in changing the deadlines or influenced the price, result in the change of the order and conditions of sale. Estimation of the changes is made by the seller who consequently notifies the purchaser of the causes and consequences arising from such subsequent modification of order.

The purchaser is obliged to answer in written form, via snail mail or fax, exceptionally via e-mail within two days, to any following questions arising from his inaccurate or incomplete technical documentation or claimed changes of material, if such questions influence the changes of the conditions of sale

After the offer is accepted, order submitted or contract signed, the purchaser cannot unilaterally withdraw from the contract; he may do so only when the law permits it

8 Deadlines

Deadlines as stated in the accepted offer submitted order or signed contract take effect when cumulatively the following conditions are fulfilled:

⇒ All the attachments, arising from article 6 of general conditions of sale, to the offer / contract are delivered.

Deadlines may be postponed if:

- ⇒ There is a delay at the purchase of the material or the equipment supplied by the purchaser is late.
- ⇒ There are subsequent modifications made to the order (subject of the order, conditions of sale...) claimed after the offer was accepted, order submitted or contract signed.
- ⇒ There is inaccurate or incomplete technical documentation
- ⇒ There are outstanding obligations by the purchaser
- ⇒ In case of "Force Majeure".

9 Delivery, take over, purchaser's delay

If not stated otherwise by an accepted offer, submitted order or signed contract, the final take over of the object purchased is conducted at the seller's facility.

In case of purchaser's delay before the object of the accepted offer, submitted order or signed contract is finished, the seller is bound to store the item purchased with a proper care and keep it safe in conditions available. The seller takes no responsibility for the damage caused to the object in the period of purchaser's delay.

In case of purchaser's delay with the take over of the finished object, the object of an accepted offer, submitted order or signed contract (or the purchaser doesn't provide necessary instructions, documentation, licenses, authorizations needed for successful delivery), the seller will store the object in a public warehouse. The purchaser is responsible for covering all the warehousing costs as well as insuring costs until the object is ready for dispatch. Storing and insuring costs will be charged according to the public storehouse price list.

10 Testing the object

Container, d.o.o company has its own, quality equipped testing facility, where highly educated team of specialists implement testing of the objects according to international guidelines and provisions – following ISO 1496-1 standard. Monitoring of the testing and issuing CSC or UIC certificates are implemented by authorized expert institutions (G.L., RINA Industry, BV and others according to the purchasers' needs).

Testing is carried out in entirety or only tests especially ordered by the purchaser are carried out.

11 Transport and the danger of damaging or demolishing the object

Delivery, transport and liability for damaging or demolishing the object of accepted offer, submitted order or signed contract is provisioned by an EX WORKS (INCOTERMS 2000) Seller's facility clause, if not provisioned otherwise by an accepted offer, submitted order or signed contract.

Seller takes no responsibility for any additional costs that may arise from purchaser's delay at organizing the transport.

12 Reservation of the title

Title to the object of an accepted offer, submitted order or signed contract shall be retained by the seller until full payment has been received. Purchaser, representative or agent is obliged to fulfill all his duties provisioned by an accepted offer, submitted order or signed contract, regardless whether the object is intended for resell or purchaser's own use.

13 Force Majeure

Seller will not be liable for any delay of performance directly or indirectly caused by or resulting from: embargo, war, revolution, strikes, fire, flooding, quake, government intervention in the purchaser's home country etc...

14 Warranty conditions

Seller guarantees that the object of an accepted offer, confirmed order or signed contract will operate perfectly if the user will maintain it by following enclosed instructions of use and maintenance.

Seller is liable for performance of the object of an accepted offer, submitted order or signed contract if the latter was constructed according to the seller's technical documentation. In case the object is constructed according to the technical documentation of the purchaser, the seller is not hold liable for its performance.

Seller takes over the warranty conditions for any purchased assembly parts and equipment he obtained from the manufacturer of these parts and then passes the warranty conditions on to the purchaser.

Official complaint must be submitted in written form

In case of mechanic damage or if the object of an accepted offer, submitted order or signed contract is not maintained according to the seller's or manufacturer's instruction, the warranty conditions do not apply. Repair of goods by non authorized person or repair conducted without seller's accordance result in the breach of warranty duties of the seller. If this is the case the seller is in no case responsible for any damage done to the object.

Seller will produce instructions of use and maintenance for every object of sale. For semi-products skeleton instructions will be produced, which the purchaser will have to complete when the product is finished or installed into a finished product.

15 Confidences

Seller guarantees that the entire purchaser's documentation, classified as confidential, will be used and stored accordingly and shall not be made available, without written notification of the purchaser, to third parties. Seller's confidence duties are valid until the take over of the object of an accepted offer, submitted order or signed contract unless agreed otherwise.

When manufacturing the object of an accepted offer, submitted order or signed contract according to the purchaser's technical documentation, the purchaser must release the seller of all possible duties to the third parties arising from any retention of the title of the object or similar.

Seller's drawings, plans, written instructions or any other kind of technical documentation belonging to him shall remain the property of the seller and should not be, without seller's accordance, copied or be made available to third parties.

16 Spare parts, packaging

Seller guarantees that he will be, within four years of the delivery date of the object, the provider of spare parts such as locks, sealants, closing tops etc.

Packaging costs will be charged extra. If not specifically provisioned by an accepted offer, submitted order or signed contract, packaging is not included in the price. Packaging used by the seller, according to his own intention, is not refundable.

17 Governing Law, competent court and arbitration

Accepted offer, submitted order or signed contract is conducted according to the Slovene legislation. Usage of UN conventions of international trade contracts is not included.

The seller agrees that all possible litigations arising between his party and the purchaser will strive to be settled by mutual understanding and adapting, aiming, that the economical effect of the conducted legal business is retained. If the parties cannot reach an agreement, the dispute will be taken over by the arbitration board at Slovenian Chamber of Commerce following procedure rules of this arbitration and Slovene substantive law.

18 Breach of offer / contract

All the subsequent modifications to the order, made after the offer has been accepted, order submitted or contract signed, are valid only if they are issued in written form and signed by authorized representatives of the seller and purchaser

In case the purchaser is dealing with an composition, bankruptcy or liquidation proceedings he is obligated to notify the seller immediately.

In case the purchaser unilaterally withdraws from the contract or submitted offer, the seller has, regardless of the reasons of the purchaser's withdrawal, the right to be reimbursed for all the damage and loss caused by such action. As damage and loss costs count also, lost income, fixed expenses of interrupted production, unpaid claims....

19 EN ISO 9001:2000, EN ISO 14001 and OHSAS 18001

Quality system in seller's company is run according to EN ISO 9001:2000 system. Production is run according to the guidelines of EN ISO 14 001 standard for the protection of environment and OHSAS 18001.

In Celje, October 2009