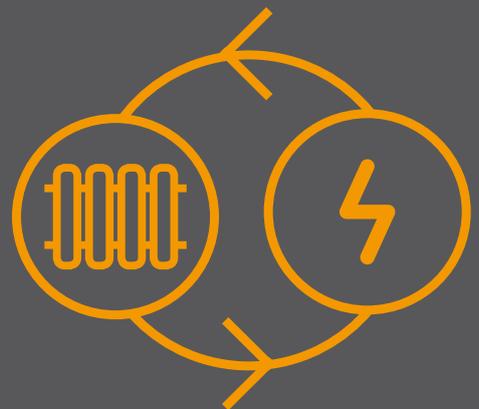


**Integrity and  
transparency  
are at the  
core of our  
corporate  
values.**

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London  
WC2H 9JQ  
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## Energen's standard terms and conditions

### 1. DEFINITIONS AND EXPLANATIONS

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- 1.1 In these Terms and Conditions, unless the context otherwise requires:
- "Client" means a buyer or potential buyer of Energen's goods and/or services.
  - "Energen" means Energen d.o.o.
  - "Agreement" means the Equipment Sale-Purchase Agreement as defined in the order.
  - "Specification" means a document or documents in writing (without plans and codes or notes) signed on behalf of Energen, confirmed as having the purpose of a contract and with a description of the goods and/or services to be supplied.
  - "Terms and Conditions" mean the terms and conditions of sale set out in this document and any special conditions agreed upon in writing by Energen.
  - "Delivery Date" means the date notified by Energen to the Client as the date of delivery of goods. If Energen changes the expected delivery date, the new date immediately becomes the "Delivery Date". The delivery date may not be altered due to the failure of the Client to accept or enable the delivery on the date set out by Energen.
  - "Price" means the price stated on the order.
- 1.2 When any document signed on the behalf of Energen or a written consent by Energen is used as reference under these terms and conditions, this document must be signed by the Director of Energen or by another person authorised by Energen to sign.
- 1.3 Unless expressly agreed otherwise in writing with Energen, this should be the case if there is any obvious discrepancy with the text of any other conditions or agreement.
- 1.4 All plans, figures, labels and notes on Energen documentation are for illustrative purposes only and may only be modified by Energen. Energen may correct any errors made by Energen that relate to any part of the Client's documents at no additional cost.
- 1.5 Offers issued by Energen do not constitute an offer that the Client may accept to form a contract or any binding obligation for Energen.
- 1.6 Any orders or instructions for Energen must be sent in writing or by e-mail to Energen. No confirmation of such orders or instructions shall be binding for Energen, unless confirmed in writing or by email.
- 1.7 This Agreement shall be interpreted and governed in all respects in accordance with Slovenian law, and the parties shall be bound by the non-exclusive jurisdiction of the Slovenian courts.

### 2. AGREEMENT

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- 2.1 Any agreement between the Client and Energen for the supply and commissioning of any equipment shall include these Terms and Conditions, which shall prevail over other terms or conditions contained in the Client's order or any other oral or written notice not included in any contract issued by Energen, unless agreed otherwise in writing by Energen.
- 2.2 The termination of any terms or conditions of this Agreement by Energen shall be valid only in writing and shall constitute a waiver only for this transaction, while all other terms shall remain in full force and effect.
- 2.3 Regardless of the absence of an express reference to "equipment" or "supply and commission" on the Energen order and/or tender form, this Agreement applies to all agreements for (i) the supply of goods, (ii) the provision of services or any combination of (i) and (ii).
- 2.4 This Agreement shall replace any prior communications or arrangements between the Client and Energen, whether orally or in writing, regarding equipment, services and/or work.
- 2.5 A Purchase Order signed by the Client shall mean that the Client accepts the offer from Energen for the supply of the equipment specified in accordance with the Agreement.
- 2.6 No amendment to this Agreement shall be binding, unless agreed in writing by both the Client and Energen.
- 2.7 Energen shall have the right to delegate any of its rights or powers under the Agreement by written notice to the Client.
- 2.8 If the equipment is to be supplied in multiple deliveries, this Agreement shall be considered as a single contract and is not separable.
- 2.9 Employees or the authorised persons of Energen are not authorized to make a presentation regarding the equipment, unless confirmed in writing by Energen. The Client shall acknowledge not to rely on it and shall waive any claims for breach of any such representations that have not been confirmed in writing by Energen.
- 2.10 Subject to the Client's payment of the price, Energen must sell the Equipment to the Customer, deliver the Equipment to the Delivery Point on the Delivery Date, and order the Equipment on the Commissioning Day, subject to the conditions of the commissioning and to the Terms and Conditions governing the Agreement.

### 3. EQUIPMENT

- 3.1 The equipment is fully described in the offer made by Energen.
- 3.2 Energen reserves the right to change the specifications of the equipment, if so required by any applicable legal or regulatory requirements.

### 4. PRICE

- 4.1 Unless otherwise agreed in writing with the supplier, all quoted prices for suppliers (EXW according to Incoterms 2010) shall include factory loading but exclude taxes.
- 4.2 Unless otherwise agreed in writing with the supplier, the supplier's prices for the goods effective at the date of delivery shall apply. In a long-term contract, e.g. for the planned delivery of goods, the supplier may adjust the prices of goods within reasonable trade limits in case of changes in costs (materials, wages).

### 5. PAYMENT

- 5.1 Unless explicitly agreed otherwise in writing with the supplier, the Client shall pay the full purchase price to the supplier's account as follows:
- 30% upon order
  - 70% before delivery
- 5.2 All payments shall be made in accordance with the Terms and Conditions of the Agreement or the payment terms specified in the invoice or cost estimate. The invoice shall not be issued prior to the date of dispatch. All payments shall be made in Euros, unless otherwise agreed in writing. In the case of partial deliveries of products, the Client shall settle his obligations prior to the execution of the partial delivery or in the manner specified in the contract. In case of cancellation of the order or non-payment of the full amount, any prepayments or partial payments shall not be refunded (cancellation fee).
- 5.3 In the event of late payment, statutory default interest shall be charged from the due date of the invoice without prior notice. In case of late payment, the Client is obliged to pay all the costs of reminders. If any other costs arose due to the delay (including legal counselling costs), Energen shall have the right to claim reimbursement of any such costs. Payment date is the day when the transfer arrives to Energen's bank account.
- 5.4 Energen has the right to settle the received payments with the Client's matured liabilities. If, in addition to the principal, other costs and interest are incurred, they are accounted for by first paying the costs, then the interest and finally the principal.

### 6 DELIVERY

- 6.1 Delivery times and delivery dates must be agreed in writing and are not binding. Fixed dates must be explicitly determined as such. On-time delivery by Energen will depend on the Client's fulfilment of all his obligations, in particular the delivery of all necessary permits, documents, approvals and payments. The delivery time is considered to have been respected if the products were sent before the deadline or Energen informed the buyer that the products were ready for delivery. Energen reserves the right, without compensation to the buyer, to re-evaluate the quantities and delivery times agreed upon in the order at the agreed delivery time, with regard to the current production capabilities and available quantities of Energen's products.
- 6.2 Irrespective of the rights arising from the Client's delay, Energen may also require the Client to extend delivery times or postpone delivery dates for the period in which the Client has failed to fulfil its contractual obligations. If Energen is unable to fulfil its obligations in a timely manner, they shall inform the buyer as soon as possible. The Client shall not be entitled to claim damages or compensation in the event that Energen is late with delivery, unless the Client proves that the delay was deliberate or that it took place due to gross negligence by Energen.
- 6.3 Energen shall arrange the appropriate packaging of products pursuant to standard transport conditions. The Client shall, at his own expense, ensure for the packaging to be returned to Energen if necessary.
- 6.4 If the products deviate from the agreed characteristics (specifications), and the deviations are compliant with industry standards, the products are considered suitable and the Client shall have no right to claim any liability from Energen.
- 6.5 Identified defects in the packaging and products and differences in the quantity of products must be indicated on the CMR form or on the delivery note, which must be signed by the carrier.

- 6.6 Energen shall not be responsible for the inability to deliver or for delays in deliveries resulting from force majeure (any event beyond the control of Energen, which affects the ability to fulfil its obligations) or from other unexpected events that were impossible to foresee upon the conclusion of the agreement and that Energen cannot control (especially any business interruptions, problems with obtaining materials or energy, delays in transportation, strikes, lack of manpower, energy or raw materials, untimely or incorrect deliveries in the production chain, etc.). Should these events result in the inability to fulfil the conditions or make it extremely difficult for Energen to do so, and are not only temporarily, Energen has the right to withdraw from the contract or to postpone the fulfilment of obligations. If these obstacles are temporary, the deadlines for meeting the obligations shall be postponed for the duration of the obstacle and until the restart of operation. Upon the conclusion of the contract, the Client shall not be entitled to any compensation or contractual penalties for reasons of force majeure and other unforeseeable events.
- 6.7 Energen has the right to postpone the delivery of products if it is suspected that the Client is not or will not be able to fulfil his contractual obligations, in particular to pay for the ordered products. In this case, the delivery date is postponed. Energen shall not have the right to postpone delivery if the Client presents an adequate guarantee for his contractual obligations. Should the temporary suspension of delivery exceed thirty (30) days and the Client does not provide adequate guarantees during this time, Energen has the right to withdraw from the contract. The Client shall reimburse Energen for storage costs during the delay of delivery period, which may amount to 1% of the contract value for each started month of storage.
- 6.8 If the delivery of products is postponed at the request of the Client after the Client has been informed that the products are ready for delivery, storage costs of 1% of the contractual value shall be charged to the Client for each started month of storage, or a minimum of EUR 200.00 for each started month of storage.

### 7. EQUIPMENT QUALITY AND LIABILITY TO REMEDY THE DEFECTS

- 7.1 Subject to provisions of 7.2, if the Client sends a notification in writing at the time of the occurrence of defect, or within a reasonable time after discovering that the equipment does not comply with clause 8.1; Energen shall be given reasonable opportunity to examine the equipment and to assess the defect reported by the Client.
- 7.2 Energen shall, at its sole discretion, repair or replace the defective equipment.
- 7.3 Energen shall not be held responsible for the non-compliance of equipment with clause 8.1 if:
- 7.3.1 the Client is using the equipment after having reported a defect pursuant to clause 7.1;
  - 7.3.2 an defect occurs because the Client has failed to comply with Energen's oral or written instructions regarding the storage, installation, use or maintenance of the equipment or good business conduct;
  - 7.3.3 the Client delivered incorrect documentation or plans to Energen;
  - 7.3.4 the Client changed or repaired the equipment without prior written consent by Energen;
  - 7.3.5 the defect occurs due to wear and tear, deliberate damage, negligence or abnormal working conditions;
  - 7.3.6 the equipment does not comply with its description due to the changes that had to be made in order to ensure its compliance with applicable legal or regulatory standards.
- 7.4 Except as provided in this clause 7, Energen shall not be responsible to the Client for failure to comply with the requirements of clause 7.1.
- 7.5 These contractual terms and conditions shall apply to any repaired or replacement equipment supplied by Energen in accordance with clause 7.2.

### 8. CONFORMITY OF GOODS AND WARRANTIES

- 8.1 Unless agreed otherwise with the Client, Energen shall provide a guarantee for all goods in accordance with the manufacturer's specifications for a period of 24 months from the actual date of delivery of Energen or for another period specified by Energen.
- 8.2 Energen guarantees that all the services provided shall be carried out professionally.
- 8.3 Energen shall not be liable for any defect or damage caused by the Client trying to comply with the manufacturer's written instructions.
- 8.4 During the warranty period, the Client shall give Energen the possibility (of Energen's choice) to inspect the goods, either on the site or elsewhere, and to carry out any work necessary for the goods to meet the required specifications.
- 8.5 Unless otherwise agreed in writing, Energen shall not be liable for the warranty for goods if:
- 8.5.1 there are any parts installed that are not actually coming from the manufacturer;
- 8.6 All warranties are subject to the manufacturer's warranty conditions available on request.

## 9. ENERGEN'S LIABILITY

- 9.1 Energen shall not be liable for any loss of profit, business or production or any similar loss or damage that may arise directly, indirectly or consequentially.
- 9.2 Energen's liability for damage due to negligence shall be limited to EUR 500,000.00 for any event or series of related events.
- 9.3 Clauses 9.1 and 9.2 above shall not apply in case of liability arising out of any intentional or negligent act or omission by Energen or its employees causing death or personal injury.

## 10. CANCELLATION or TERMINATION

- 10.1 If the Client wishes to withdraw from the Contract, Energen may, at its sole discretion, enable the Client to do so as soon as the Client pays for the value of any works already performed by Energen, including but not limited to material costs, labour costs, costs of third parties, costs of profits from the work performed, any costs of undue delivery and/or storage costs, together with administrative costs of cancellation laid down by Energen, which may not exceed 20% of the contractual amount.
- 10.2 In the event that Energen is unable to provide the agreed goods or services, its liability shall be limited to the full reimbursement of all amounts paid by the Client under the contract.
- 10.3 If the Client:
- (i) does not provide payment to Energen (including VAT) on the due date or earlier;
  - (ii) has an enforcement charged for the Client's goods or, if the party consists of one or more individuals and any of them dies or a new subject enters their composition, if there is an agreement to the benefit of the client's creditors or a bankruptcy order against him;
  - (iii) if the liquidator, recipient or head of his company or the company duly appointed or subject to a decision or order on winding-up (other than the merger or reconstruction of the limited liability company);
  - (v) has an administrative receiver as defined in the Insolvency Act;
  - (vi) is the holder of any debt instruments secured by a floating charge, has taken care of any assets included in the floating charge or subject to this obligation;
- then, without prejudice to other rights or remedies, Energen may immediately terminate the contract by written notice. On the basis of such decisions or any other breach by the Client of the terms and conditions of this Agreement, all amounts under the contract shall be immediately due, the Client shall promptly pay to Energen the full amount of any losses, costs or expenses incurred by Energen as a result of such decision or breach, including, but not limited to material costs, labour costs, unjustified delivery costs, storage costs and loss of profits.

## 11. NOTICES AND INSTRUCTIONS

- 11.1 Any notice regarding Energen shall not be valid or effective unless composed in writing and sent by registered mail, delivered manually or by email (not by fax).
- 11.2 Any notice served on the Client shall be valid and effective from the date of receipt, if addressed to the Client and sent by registered mail, mail, e-mail or manually delivered to the registered office, principal place of business or premises listed in the contract, or delivered manually to the director, contract holder, contract manager or other appointed representative of the client.

## 12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 12.1 The contracting parties shall mutually commit to one another to protect all information (provided in writing or orally) relating to the operation and the method of production and/or construction of equipment obtained or received as a result of discussions or before the conclusion of this Agreement.
- 12.2 All intellectual property rights with regard to the equipment, including industrial designs for copyright or the like, shall remain with Energen and/or the manufacturer, and no provision in this agreement entitles the parties to such rights or to any goodwill attached to those rights. The Client shall not allow any third party to take any actions that might interfere with the rights of Energen and/or the manufacturer.
- 12.3 The contracting parties shall mutually commit to one another to take all the necessary measures where appropriate to ensure that their employees, agents and subcontractors act in compliance with the provisions of clauses 12.1 and 12.2 above.

## 13. DATA PROTECTION

- 13.1 Energen has the right to process and store the Client's data to the extent necessary for the implementation of the contracts during the legally prescribed period.

## 14. FORCE MAJEURE

- 14.1 If any party is affected by force majeure, it shall immediately inform the other party of the nature and extent of the circumstances involved.
- 14.2 Irrespective of any other provision of this Agreement, neither Party shall be deemed to be in breach of this Agreement nor otherwise liable to the other party for any delay in the performance or for non-performance of any of its obligations under this Agreement, if it is the result of any force majeure notified to the other party. The period to fulfil that obligation shall be extended accordingly.

## 15. CLIENT INSOLVENCY

- 15.1 This provision shall apply if:
- 15.1.1 the Client voluntarily agrees with his creditors or becomes the subject of an administrative order or (in the case of an individual or a company) becomes bankrupt or (as a company) subject to liquidation (other than merger or reconstruction); or
- 15.1.2 a transferee takes possession, or is designated for any of the Client's assets; or
- 15.1.3 the Client has been closed or is threatened with closure, or
- 15.1.4 Energen reasonably concludes that any of the abovementioned events will occur in connection with the Client and informs the Client accordingly.
- 15.2. If this provision applies, without prejudice to any other right or remedy available to Energen, Energen has the right (at its sole discretion) to terminate the contract or to discontinue any further delivery under the Agreement without liability to the Client. If the equipment was delivered but not paid for, the payment shall become immediately due and payable regardless of the previous agreement or arrangement.
- 15.3 The Client may not place an order, except by the written agreement with Energen and on condition that the Client will fully deduct all damages (including loss of profit), costs (including costs of all labour and materials used), damages, costs and the costs incurred by Energen for such termination.
- 15.4 After the termination of the contract by Energen, the Client shall promptly return to Energen any drawings, calculations and documentation obtained or received as a result of the discussions leading to the conclusion of this Agreement.

## 16. THIRD PARTY RIGHTS

- 16.1 A person who is not a party to this Agreement shall have no right to enforce its terms.

Energen reserves the right to change the GENERAL TERMS and CONDITIONS without prior notice. The changes will be published on Energen's official website ([www.energen.com](http://www.energen.com)).

