



LH Trade d.o.o.

Mokrška ulica 14B

SI-1000 Ljubljana

TERMS AND CONDITIONS

Basic company information:

Company full name: **LH TRADE, trgovina, posredništvo in storitve, d.o.o.**

Company name: **LH TRADE d.o.o.**

Registered and business address: Mokrška ulica 14B, 1000 Ljubljana, Slovenia

Registered number: 8521611000

Tax ID number (VAT): 98109669

Bank account number: SI56 3000 0002 7997 243 (Sberbank banka d.d.)

Company representatives:

- Mark Dolenc, CEO
- Tim Debevec, representative
- Tomaž Medved, representative

Website: <http://www.lh-trade.si>

1 GENERAL CONDITIONS

General conditions regulate the legal relationship between the seller LH TRADE d.o.o. ("seller") and the buyer of brewing equipment ("goods"), the rights and obligations of both contracting parties, determine the manner, content and the terms of the business relationship and are a part of any possible special agreement between the contracting parties.

General terms of business are used together with all other acts of Slovenian law and the law of the European Union. They are used for all business done in Slovenia except those for which the seller and the buyer agree otherwise.

2 OFFER AND ORDER

The buyer must define the order or inquiry with all applicable data, specifications and technical requirements.

The seller is bound only by the offer or a quotation given in writing.

The seller guarantees the conditions detailed in the offer or quotation only in case of its validity.

The validity of the contract or quotation of the seller is 30 days or if otherwise defined differently in the contract or quotation.



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The order or inquiry of the buyer, the offer of the seller (or quotation), buyer's confirmation of the contract (or inquiry) and this general terms define the contract between clients (seller and buyer) if not defined otherwise in writing.

After the confirmation of the offer or quotation, the buyer can alter the agreed order only with a written confirmation from the seller.

The seller forms the selling program which is visible in the current prospectus.

The technical view of the product seen in the promotional material is only informative.

3 PRICES AND TERMS OF PAYMENT

For the prices of goods, it is applied:

- The seller determines the price with an offer or quotation;
- The set price can be altered in the event that the manufacturer of the goods also alters the price.

The payment deadline is determined on the quotation or the invoice. The payments deemed complete once the funds have been transferred on the bank account of the seller or the manufacturer.

If the buyer doesn't pay or if the payment is late can the seller after a written notice:

- Charge all lawful interests and costs applicable to the recovery of payment;
- Refuse to deliver the goods;
- Hold the goods at the expense of the buyer;
- Sell the goods to a third party;
- Withdraw from the contract and demand compensation.

4 DELIVERY AND THE ACCEPTANCE OF GOODS

The seller delivers the goods after the complete payment has been made.

If the buyer does not recover the goods in time, can the seller after a written notice:

- Hold the goods at the expense of the buyer;
- Sell the goods to a third party;
- After 2 full weeks withdraw from the contract in written form and demand from the buyer 20% of the agreed payment as compensation for damages.

5 TIME OF DELIVERY

The general time of delivery of goods is determined on the contract or quotation.



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In case the seller can not deliver the goods in the determined time, he immediately notifies the buyer, determines the estimated delay and gives the buyer the new time of delivery.

If the seller without cause does not deliver the goods even after a month from the delivery date, the buyer firstly in written form determines a new delivery date which can not be shorter than 1 month starting from the day the written notice of additional delivery time was received.

If the seller even after the expiration of the additional delivery time does not deliver the goods, the buyer can withdraw from the contract.

In case there are delays with the manufacture or delivery of goods due to higher powers or any other extreme circumstances for which the seller can not be responsible (e.g. earthquake, fire, floods, delay or dismissal of official permits, strike, the delay of the seller's supplier, delays in the manufacture process, etc.), can the delivery date extend for the duration of the described circumstance.

6 SALE WITH THE RETENTION OF TITLE

Property of the sold goods remains with the seller even after the delivery to the buyer until the buyer has paid the whole set price, potential interests or the costs of recovery.

7 ERRORS

The buyer is obliged to blame any obvious defects immediately after the acquisition, hidden defects 8 days after the acquisition, once they were detected or he waives the right of the guarantee. The seller does not offer guarantees for the defected goods if the goods were used for purposes not known to the seller at the time of the contract signing. The seller forms a written report in which he lists all known defects. Both parties sign this report. All defects that are not marked in the report or were not detectable at the time of the signing are excluded from any further appeal.

The seller does not guarantee for any hidden defects found in the goods after 6 months from the date of delivery.

8 WARRANTY

Seller and the manufacturer under the manufacturer's warranty conditions ("manufacturer") guarantee the goods work flawlessly and have no material or manufacturing defects.

Warranty period applies to the goods which are forwarded alongside the quotation by the manufacturer.



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9 TRANSFER OF LIABILITY

The liability for damage or loss of goods is transferred to the buyer when:

- The seller delivers the goods;
- The seller does not acquire the goods in time or the seller did not deliver the goods due to lack of completed payment.

10 BUSINESS DAY AND WORKING HOURS

Business day under these conditions is considered only as working day of the seller. Sundays and non-working days are not considered as business days. Working hours are from Monday to Friday from 8.00 to 17.00 and on Saturday from 7.00 to 14.00.

11 SPECIAL ARRANGEMENTS

Special arrangements concerning volume discount, payment deadlines, etc. are only possible in case of a written agreement.

12 FINAL PROVISIONS

Contracting parties agree that all disputes over the scope of rights of the parties once the agreement has been made is decided by the competent court in Ljubljana in accordance with current Slovenian legislation and the law of the European Union.

13 VALIDITY OF THE GENERAL TERMS AND CONDITIONS

These general terms and conditions are valid until revoked.

Ljubljana, October 2019

LH Trade d.o.o.

Mark Dolenc, CEO