

RENISHAW TEHNIČNI INŽENIRING D.O.O TERMS AND CONDITIONS OF PURCHASE | ISSUE 1 | FEBRUARY 2020

This agreement (the "Agreement") consists of (i) any Special Terms contained in any schedule to this Agreement ("Schedule"); (ii) these Buyer's Terms and Conditions of Purchase (these "Terms and Conditions"); (iii) any purchase order that we issue to you ("Purchase Order") (iv) any specification for the Goods and/or Services set out or referred to in the Purchase Order or agreed in writing between the parties ("Specification") and (v) safety, quality assurance, health and environmental requirements that we agree with you in writing. If you seek to impose additional or different terms on our purchase, including through any acceptance of our Purchase Order, they will not form part of this Agreement and are excluded and rejected by these Terms and Conditions. If there is any conflict or inconsistency between any parts of the Agreement, a term contained higher in the list above shall have priority over terms contained in a document lower in that list.

For the purposes of this Agreement, "Buyer", "we", "us" and "our" means the Renishaw Tehnični Inženiring d.o.o and "Vendor" "you" and "your" means the person, firm or company to whom the Purchase Order is issued. A reference to the "parties" is to the Buyer and the Vendor and to a "party" is to either of them. "Associates" means, in relation a party, its subsidiary undertakings, any parent undertaking and the subsidiary undertakings of such parent undertaking and any other companies or other legal entities in which any such companies hold a controlling interest from time to time. "Goods" or "Services" means the goods supplied or services delivered as specified in any applicable Purchase Order.

Capitalised words and/or expressions stated in bold shall denote defined terms used throughout these Terms and Conditions and references in these Terms and Conditions to "writing" or "written" shall include email.

1. BASIS OF CONTRACT

1.1. These terms and conditions of purchase shall apply to all Purchase Orders relating to the supply of Goods and/or Services to the Buyer by the Vendor. These Terms and Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

1.2. The Buyer's Purchase Order constitutes an offer to purchase the Goods and/or solicit the Services from the Vendor in accordance with these Terms and Conditions. The Purchase Order shall be deemed to be accepted on the earlier of: (i) the Vendor issuing a written acceptance of the Purchase Order; and (ii) the Vendor doing any act consistent with fulfilling the Purchase Order, at which point the Agreement shall come into existence (the "Effective Date").

1.3. These Terms and Conditions apply to the exclusion of any other terms that the Vendor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Performance by the Vendor of its obligations under these Terms and Conditions shall not entitle the Vendor to claim any payment for the Goods and/or Services where a Purchase Order has not been issued by the Buyer.

1.4. The Vendor warrants that it has full capability, capacity, authority and all necessary consents to perform the Agreement.

2. SUPPLY OF GOODS AND SERVICES

2.1. The Buyer and its representatives may (but are not obliged to) inspect and test all Goods at the Vendor's premises and the premises of any permitted sub-contractors at all reasonable times and to reject and return (at the Vendor's risk and expense) any Goods that do not comply in any way with the Agreement. The Vendor must repair or replace (at Buyer's option), such rejected goods within a reasonable period of time after notice of rejection) with goods which do comply with the Agreement. For the avoidance of doubt any inspection, checking, approval or acceptance given on behalf of the Buyer shall not relieve the Vendor or its sub-contractors from any further obligation regarding the quality of the Goods under the Agreement.

2.2. The Vendor shall ensure that the Goods are properly and carefully stored, packaged and transported and prevent contamination and/or deterioration of the Goods and in accordance with the Specification provided by the Buyer (unless no such Specification exists, in which case the Vendor shall adopt best industry practice). If so requested each delivery shall be accompanied, in a form acceptable to us, by a certificate of conformity.

2.3. The date of delivery of the Goods and/or any deliverables from any Services supplied by the Vendor under the Agreement ("Deliverables") shall be specified in the Purchase Order (as amended, if applicable). The time for delivery is of the essence. The Vendor shall ensure that all advice or delivery notes clearly state the Buyer's part number, order number, line number, export control (if applicable), classification number, delivery address a description of the Goods and/or Deliverables and must be sent to the invoice address specified on the Purchase Order. Delivery shall only be deemed to have occurred when the Goods and/or Deliverables have been delivered, correctly documented, complete (except where partial delivery is expressly agreed in advance) and in good and correct packaging at the address stated in the Purchase Order, as applicable. Unless otherwise agreed, title and risk in the Goods and/or Deliverables remain with the Vendor until they are delivered after which title and risk shall pass.

2.4. If delivery is delayed, the Buyer may at its sole discretion grant the Vendor a reasonable extension of time or cancel the Agreement in whole or part and refuse to accept any subsequent delivery of Goods and/or Deliverables without prejudice to any other right or remedy which the Buyer may have.

2.5. If the Goods and/or Deliverables are incorrectly delivered, the Vendor is responsible for any additional expense incurred in delivering them to their correct destination. The Buyer shall not be liable for any additional costs because of the Vendor's failure to deliver to agreed due dates or failure to meet the Specification in the Purchase Order.

2.6. Any Goods and/or Deliverables (and any associated technology) manufactured or supplied shall from the date of delivery be: (i) of the best quality, material and workmanship; (ii) free from defects in design, material and workmanship; (iii) conform in all respects with the Specification referred to anywhere in the Agreement and the patterns or samples (if any) supplied by the Buyer; (iv) comply with all applicable legal requirements and regulations; and (v) not infringe any intellectual property rights of any third-party.

2.7. All Services supplied by the Vendor shall: (i) be performed with the highest skill and care, consistent with the highest standards of the Vendor's industry; (ii) be performed by suitably qualified and experienced personnel; and (iii) be performed in conformity with any applicable industry code of practice; (iv) not infringe any intellectual property rights of any third party; and (v) comply with all applicable legal requirements and regulations.

2.8. Unless a longer warranty period is agreed between the parties, all Goods, Deliverables and/or Services shall be supplied with a repair/rework or replace warranty for 12 months from putting into service or 18 months from delivery or performance (as applicable), whichever warranty period shall be the greater. Such warranty shall apply to (without limitation) any defects which occur due to the Vendor's incorrect instructions as to use, incorrect use of data, inadequate or faulty materials or workmanship, any other breach of the Vendor's obligations, express or implied or any failure to conform to the Agreement. Repaired/reworked Goods, Deliverables and/or Services shall also be subject to the warranty stated above or for a period of 12 months from the date of delivery, reinstallation or passing of tests, whichever is relevant, after repair/rework. Such warranty is given without prejudice to any other right or remedy of Buyer. Where the Goods, Deliverables and/or Services are replaced, the applicable warranty period referred to above shall apply in full to the replacement. The Buyer shall have the option to choose between repair/rework and replacement, where applicable.

2.9. If in the provision of Services, the Buyer provides the Vendor any items which are or become property of the Buyer ("Buyer Items"), the Vendor shall: (i) keep them secure and in a good condition, segregated and clearly marked as Buyer's property; (ii) satisfy itself that the Buyer Items are adequate for the purpose(s) for which they are being provided, notifying the Buyer of any defects or deficiencies within fourteen (14) days receipt; (iii) not, without the prior written consent of the Buyer, use Buyer Items for any purpose other than as necessary for the performance of the Agreement, or allow any third party to use or take possession of them; (iv) not have and shall ensure that no Vendor personnel have a lien on Buyer Items for any sum due and take all reasonable steps to ensure the title of the Buyer and the exclusion of such lien are brought to the attention of all Vendor personnel dealing with any Buyer Item; (v) return them to the Buyer upon completion or termination of the Agreement (or earlier if reasonably requested by the Buyer) and (vi) be fully liable for any loss or damage to any Buyer Items.

2.10. Where applicable, Goods supplied by the Vendor must comply on delivery with the prevailing version of the Buyer's chemical composition standard, CC014, as amended from time to time, and can be downloaded using the following link: <https://resources.renishaw.com/en/download/106130>. In the event of changes to the composition of the supplied items or materials, or to the requirements of laws and regulations described in the chemical composition standard, it is the responsibility of the Vendor to ensure that the supplied items or materials continue to comply with these revised standards, and to provide updated declarations to the Buyer where this is necessary.

3. REMEDIES

3.1. If Goods and/or Deliverables delivered by the Vendor do not conform in every respect with the Agreement (whether because of a different quality or quantity measurement or other specification to that required by the Agreement or because they do not conform with clause 2.6 and/or 2.7 (as appropriate), the Buyer shall have the right to reject such Goods and/or Deliverables within a reasonable time of their delivery and to purchase replacements elsewhere and without prejudice to any other right which the Buyer may have against the Vendor. Before exercising its right to purchase elsewhere, the Buyer shall give the Vendor a reasonable opportunity to repair, rework or replace (at Buyer's option) rejected Goods and/or Deliverables with Goods and/or Deliverables which conform to the Agreement. Payment shall not prejudice Buyer's right of rejection. Rejected Goods and/or Deliverables must be credited immediately in full following notice of rejection and repaired/reworked or replacement Goods and/or Deliverables may be invoiced upon redelivery. These Terms and Conditions apply to any repaired or replacement Goods and/or Services provided by the Vendor.

3.2. The Vendor will indemnify the Buyer and its Associates against all losses, damages, claims, charges, expenses and costs (including reasonable legal costs on a full indemnity basis) or other claims (including third party claims arising from or incurred as a result of: (i) defective design, workmanship, quality or materials; (ii) any breach by the Vendor of the Agreement; (iii) any negligent act or omission by the Vendor or its employees, agents or sub-contractors in supplying Goods and/or Services pursuant to the Agreement; and (iv) any claim made against the Buyer, its employees, agents or customers or any third party to the extent that this was directly or indirectly caused by or arises from the supply of Goods and/or Services.

4. INVOICING & PAYMENT

4.1. The price is stated in the Purchase Order which unless expressly agreed otherwise shall be inclusive of delivery and associated costs (including packaging, packing, carriage, customs clearance, costs and insurance), and exclusive of VAT (or sales tax where applicable). No price increases shall apply without the Buyer's written agreement and the Buyer shall be under no obligation to accept such request.

4.2. After the Buyer has accepted the Goods and/or Deliverables, the Vendor may invoice the Buyer for the supply of Goods and/or Services as agreed with the Buyer in the Purchase Order, setting out the Purchase Order number, actual number of hours worked, itemised reimbursable costs and any applicable VAT (or sales tax where applicable) as a separate line item on the invoice in accordance with any applicable tax legislation. The Buyer will consider and verify each invoice in a timely manner with a view to confirming whether each invoice is valid and undisputed. Undisputed invoices shall be paid within sixty (60) days of receipt of a validly issued invoice unless otherwise agreed in writing by the parties. The Vendor shall not withhold performance of its obligations under the Agreement for any reason without the Buyer's written agreement. Purchase invoices to the Buyer must be sent to the following email address: asicadmin@renishaw.com

4.3. Without prejudice to any other right or remedy, the Buyer may set off any amount owing from the Vendor to Buyer against any amount payable by Buyer and its Associates to the Vendor whether under the Agreement or any other agreement between them.

4.4. If the Buyer fails to make any payment due under the Agreement by the due date for such payment then the Vendor as its sole remedy, shall be entitled to interest on the overdue amount at a the lowest rate permissible under applicable law.

5. CANCELLATION & TERMINATION

5.1. Subject to clause 5.3 below, the Buyer may cancel all or any part of any Purchase Order by giving the Vendor notice at any time prior to the Vendor's full performance of the Purchase Order and in such event the Buyer shall not be liable to pay the price for such Goods and/or Services.

5.2. The Buyer may at any time by written notice terminate the Agreement in whole or in part: (i) for convenience by providing the Vendor with written notice (subject to clause 5.3 below); (ii) if the Vendor commits a breach of any of the terms of the Agreement which cannot be remedied within fourteen (14) days of receiving written notice of such breach by the Buyer or its Associates; (iii) if a receiver, administrator, liquidator or trustee in bankruptcy is appointed over the Vendor, or if any analogous insolvency event occurs in any jurisdiction in which the Vendor operates; (iv) the Vendor ceases or threatens to cease to carry on its business; or (v) control of more than 50% of the voting rights in the Vendor is transferred.

5.3. Where the Buyer exercises its rights under clause 5.1 or 5.2(i), the Buyer will pay such fees or charges for Goods which have been delivered or which are in transit or Services which have been performed together with the costs of materials which the Vendor has purchased to fulfil its obligations, provided they cannot be used for other customers or returned to the supplier of those materials for a refund. The Buyer shall not be liable for any loss of anticipated profits or any indirect or consequential loss arising as a result of cancellation.

5.4. If any Agreement for the provision of Services is terminated for whatever reason, the Vendor shall co-operate with and provide such information as is reasonably required by the Buyer to facilitate the smooth transition from the Vendor to another supplier.

5.5. Termination of the Agreement, howsoever arising, shall not prejudice or effect any of the parties' rights and remedies that have accrued as at the date of termination. Any provisions which are expressly or impliedly intended to be enforceable after termination (including without limitation clauses 3.2, 6, 7, 9, 10, and 12) shall continue to be enforceable.

6. ANTI-BRIBERY, CORRUPTION & ETHICAL COMPLIANCE

6.1. The Parties shall at all times comply with Renishaw's Group Code of Conduct (the "Code"), which can be found on the Buyer's Supplier Portal at <https://www.renishaw.com/supplier> (the "Supplier Portal").

6.2 The parties shall observe the Buyers Anti-Bribery Policy (the "Policy") which can be found on the Supplier Portal. Furthermore, the parties shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption and not engage in any activity, conduct or practice which would constitute an offence under such legislation or a breach of the Code or Policy. The Vendor

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shall not do or omit to do any act that will cause Buyer or any of its Associates, agents or employees to be in breach of any of such matters.

6.3 The Vendor shall comply with all anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force and shall not in any circumstances engage in, promote or otherwise support child labour, human trafficking or any other means of exploitation. The Vendor shall take reasonable steps to monitor and manage its own direct supply chain and sub-contractors compliance with all anti-slavery and human trafficking laws, statutes and regulations from time to time in force.

6.4. The Vendor shall ensure that any person associated with the Vendor who is performing Services and providing Goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Vendor in this clause 6.4 ("**Relevant Terms**"). The Vendor shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.

6.5 Any breach by the Vendor of this clause 6 shall be a material breach of the Agreement and, without prejudice to its other rights and remedies in respect of such breach, the Buyer shall be entitled to terminate the Agreement as a result of such breach immediately on giving written notice to the Vendor without any liability for any losses or liabilities suffered by the Vendor as a result of such termination.

7. LIABILITY & INSURANCE

7.1. Under no circumstances will the Buyer be liable to the Vendor for any indirect, special or consequential loss or loss of turnover, profits, business opportunities or anticipated savings (whether direct or indirect).

7.2. Subject to clause 7.4, the Buyer shall not be liable to the Vendor for an amount that exceeds the total value of the Goods and/or Services supplied under the Agreement in the 12 months preceding the date on which the course of action arose.

7.3. Each party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with the Agreement.

7.4. Nothing in these Terms and Conditions shall exclude or limit liability for damage to property or for death or personal injury caused by a party's negligence or wilful default or for any other matter for which liability may not be excluded or limited by law.

7.5. The Vendor shall take out and maintain such insurance policies as are appropriate and adequate (including public and product liability insurance) in the amounts that are reasonable and customary in the industry for companies of comparable size and activity. All insurances should cover the vicarious liability of the Vendor for the acts or omissions of the Vendor's personnel and/or contractors. The Vendor shall provide evidence of such insurance policies on request.

8. SUBCONTRACTING

8.1. The Vendor shall not enter into any contract with any third party whereby that third party agrees to perform any of the Vendor's obligations in relation to the Goods and/or Services ("**Sub-Contract**") without the Buyer's prior written consent and where the Buyer gives consent to any Sub-Contract, the Vendor shall: (a) be responsible for the acts or omissions of its subcontractors as though they are its own; and (b) be liable to the Buyer for any costs, losses, damages or expenses suffered or incurred by the Buyer arising out of or in connection with any act or omission of its subcontractors.

9. INTELLECTUAL PROPERTY

9.1. In this Agreement 'Intellectual Property Rights' mean patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

9.2. Nothing in this Agreement changes the ownership of any pre-existing Intellectual Property Rights in any information, documentation, prototypes or tooling of the Buyer its Associates, customers, suppliers and collaboration partners. Intellectual Property Rights created specifically for the Buyer as part of the Deliverables shall belong to the Buyer and all other Intellectual Property Rights shall belong to the party that created them. If any Intellectual Property Rights are created or generated in performing the Agreement, then such rights shall be owned by the Buyer. The Vendor must not use any trade marks (whether registered or unregistered) of the Buyer or its Associates without express prior written consent. To the extent required, the Vendor shall take all necessary steps to transfer applicable Intellectual Property Rights absolutely and irrevocably to the Buyer.

9.3. The Vendor shall indemnify the Buyer against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Buyer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the performance of the Agreement by the Vendor save where such infringement or alleged infringement is caused by any act or omission on the part of the Buyer.

10. CONFIDENTIALITY

10.1. For the purposes of this Agreement "**Confidential Information**" means sensitive and/or information belonging to the Buyer or any of its Associates, including, without limitation, its business and financial information, research and development information (including, without limitation, data, studies, protocols, study designs, test or study results, data analyses), strategies, operations, products, services, processes, formulae, techniques, manufacturing processes, technology (including, without limitation, specimens, designs, drawings, photographs, software, equipment, programs), know how, trade secrets, customers, suppliers (including, without limitation, any orders, agreements, communications, correspondence, specifications, estimates, calculations, models, forecasts), counterparties, the terms of the Agreement and the fact of its existence and any and all proprietary information in whatever form held and any ideas, methods, discoveries, inventions, concepts, or other related Intellectual Property Right, received by or disclosed to the Vendor or its representatives in any form or that results from the Vendor's performance under the Agreement.

10.2. The Vendor shall keep the Confidential Information confidential and not disclose it to any third party, use or copy or otherwise reproduce the Confidential Information for any purpose except for the supply of goods and/or services to the Buyer or as expressly authorised by the Buyer in writing.

10.3. The Vendor shall limit access to Confidential Information to only its directors, officers and employees: (i) who have a genuine need to know such Confidential Information; and (ii) only to the extent necessary for the proper performance of the Agreement. The Vendor shall ensure that all such persons are subject to confidentiality obligations at least as restrictive as the provisions of this clause 10.

10.4. The Vendor will immediately on request by the Buyer (and in any event upon the termination of the Agreement for any reason) either (at the Buyer's option) return to the Buyer free of charge and free from encumbrances or destroy or permanently erase all and any documents, materials or other media, in whatever form, containing, referring to or otherwise embodying Confidential Information, together with all copies, compilations and analysis of such Confidential Information made by the Vendor. The Vendor will, upon request, certify compliance with this obligation in writing without delay.

10.5. To the extent that the parties have signed a separate non-disclosure agreement, the obligations of confidentiality contained in the non-disclosure agreement shall be deemed to be continuing obligations of confidentiality in addition to the obligations contained in the Agreement. To the extent that there is a conflict between a non-disclosure agreement and the Agreement, the non-disclosure agreement shall prevail.

11. DATA PROTECTION

11.1. In this clause 11 the terms "**personal data**" and "**process/processes/processing**" shall have the meanings given to them in article 4 of the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") and "**Data Protection Legislation**" shall mean all applicable data legislation and regulatory requirements relating to personal data in force in the European Union at any time in relation to the processing of personal data including the GDPR and the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) or any successor or replacement laws or regulations having similar effect.

11.2. Both parties will comply with all applicable requirements of the Data Protection Legislation in respect of the processing of personal data in connection with the provision of the Goods and/or Services.

11.3. To the extent that the Vendor processes personal data on behalf of the Buyer in connection with the provision of Goods and/or Services under the Agreement, the Vendor shall execute the Buyer's standard Data Processing Agreement prior to such processing.

11.4. The Vendor agrees to indemnify and keep indemnified and defend at its own expense the Buyer against all costs, claims, damages or expenses incurred by the Buyer or for which the Buyer may become liable due to any failure by the Vendor or its employees or agents to comply with any of its obligations under this clause 11.

12. GENERAL PROVISIONS

12.1. **Variation:** The Buyer shall have the right, at any time during the term of the Agreement, to provide that the Vendor accept a written notice to the Vendor to vary the quantities, delivery dates and/or destination(s) of the Goods and/or Deliverables ("**Notice of Variation**") and the Vendor shall carry out such variations and be bound by the same terms and conditions, so far as applicable, as though these variations were stated in the original terms of the Agreement. If the Vendor does not respond to the Notice of Variation within seven (7) days of receipt, the Notice of Variation shall be deemed to have been accepted.

12.2. **Assignment:** The Vendor shall not assign any of its rights or obligations under the Agreement, nor shall it assign or charge the benefit of any debt owed by the Buyer to the Vendor without the Buyer's written consent.

12.3. **Severance:** If any court or competent authority finds that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

12.4. **Amendment:** No modification of these Terms and Conditions or any other provision of the Agreement shall be effective unless made by an express written agreement between the parties.

12.5. **No Partnership:** Nothing in the Agreement shall be construed to create a partnership, joint venture, principal/agent or employer/employee relationship between the Vendor and Buyer. The relationship of the Vendor to the Buyer will be one of independent contractor. The Vendor shall not represent itself as being an employee of the Buyer or any of the Buyer's Associates or as having authority to obligate the Buyer or its Associates by contract or otherwise, or as being connected with or interested in the business of the Buyer or its Associates, whether directly or indirectly.

12.6. **ZDR-1:** In relation to the provision of Services, the Vendor shall indemnify the Buyer (including the Buyer's Associates, successors and assigns) against all claims and/or matters by its employees in relation to their employment by the Vendor, and against all claims, liability, demands, proceedings and costs and expenses arising as a result of the application of the Zakon o delovnih razmerjih (Labour Relations Act No 21/13) as amended from time to time (the "**ZDR-1**"), such that the Buyer (including its Associates, successors and assigns) are each placed into a no worse position financially than they would have been had such claims, complaints and/or liability not existed. To the fullest extent permitted by law, the Vendor shall co-operate with (including by supplying such information as may reasonably be required) the Buyer and/or any successor Vendor in relation to any application or anticipated application of the ZDR-1 in connection with the Agreement.

12.7. **Waiver:** The Buyer's failure to insist upon strict performance of any provision of the Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. Any waiver must be written and signed by the waiving party and will not be deemed a waiver of any subsequent breach or default.

12.8. **Third party rights:** A person who is not a party to the Agreement shall not have any rights to enforce its terms.

12.9. **Notices:** Notices must be set out in English and made in writing addressed to a party at its registered office (if a company or limited partnership) or principal place of business (in any other case) and delivered by hand or sent by first class post or other next working day delivery service. Delivery will be deemed to take place if delivered personally, when left at a party's address or if sent by first class post or other next working day delivery service, at 9.00am on the second working day after posting. Any notices sent to the Buyer must be marked for the attention of 'The Company Secretary'. This clause does not apply to the service of any proceedings or documents in any legal action.

12.10. **Site Rules:** The Vendor and its employees, agents and sub-contractors must abide by applicable site and safety rules when on any premises owned or occupied by the Buyer and/or any of its Associates.

12.11. **Audits:** The Vendor shall allow the Buyer or the Buyer's Associates, authorised representatives or agents to have access to the Vendor's premises at all reasonable times in order to inspect, audit and take copies of relevant records, and other documents as necessary to verify the Vendor's compliance with the terms and conditions of this Agreement.

12.12. **Governing law and jurisdiction:** The Agreement and any non-contractual claims or disputes arising from the Agreement shall be governed by and interpreted in accordance with the law of Slovenia and shall be subject to the exclusive jurisdiction of the courts of Slovenia.