

General Terms and Conditions of Sale

1. Scope

1.1 The terms and conditions detailed herein (including all other ADD terms and conditions referenced herein) ("Agreement") apply to companies and individuals »Customers« who purchase ADD hardware ("Hardware"), licenses to use ADD software ("Software"), and Non-ADD Branded third-party company's or person's ("Partner") Hardware and Software Products (collectively the "Products") being sold by ADD as products or as part of a complete system or solution (»Solution«), as well as training, services and support related to Hardware and Software ("Services") from ADD and partners.

1.2 "ADD" means ADD Professional Solutions, trgovina in storitve d.o.o., abbreviated name ADD ProS d.o.o., with headquarters at Alma Karlinove 47, 3000 Celje, Slovenia.

1.3 By placing an order with ADD, Customer represents that it has become familiar with and agrees to the Software License Agreement ADD or Software License Agreement of any other partner for Software sold by ADD. This agreement shall apply unless customer and add have entered into a separate signed agreement applicable to the purchase of the products or services. By placing an order with add, customer agrees to be bound by the terms of this agreement. Add expressly objects to and rejects, and customer expressly waives, any terms and conditions in customer's purchase order or other similar document. If the customer does not agree with these terms, it shall promptly notify add and return the product unused in its original packaging to specified address.

2. Conclusion of Contract; Requirement of Written Form

2.1 Any quotations, which ADD may provide, shall not be binding on ADD and constitute mere invitations to orders by the Customer. A contract shall become binding only upon ADD's written order confirmation.

2.2 All agreements at the time of contract conclusion require written form; any parallel or additional oral agreements shall become binding for ADD only upon a written waiver of this form requirement.

2.3 ADD shall not be bound by changes to an order unless agreed by ADD in writing. ADD reserves the right to cancel any order without any liability to Customer if any information provided by Customer to ADD is inaccurate. ADD reserves the right to suspend or cancel any order without any liability to Customer if Customer has any outstanding payments due to ADD or is not in good standing.

3. Time of Delivery, Partial Delivery; Delayed Delivery/Non-Delivery; Assignment

3.1 No date of delivery or service shall be binding unless a fixed date has been expressly confirmed.

3.2 ADD reserves the right to make partial deliveries or partial service and to immediately bill such partial delivery or partial service, unless this would be an undue burden to the Customer.

3.3 ADD shall have the right to rescind the contract, if for reasons beyond ADD's control ADD does not receive the necessary supplies from ADD's suppliers, provided that ADD states and proves all relevant facts.

3.4 Liability for damage of ADD for the delay in supply that is a consequence of light negligence of ADD or its representatives or employees, shall be excluded. ADD is liable only for intentional delay or delay as a consequence of intent or gross negligence. In case of ADD's liability for delay of supply or service, ADD's liability for damage shall be restricted to legal interest which is based on the net price of the subject matter of the contract. Liability for damage due to non-fulfillment shall be restricted to the net price as defined by the contract.

4. Software license/Maintenance

4.1 Software is licensed pursuant to the software license agreements provided with the software or in the absence of such license agreements, the Software License Agreement available on the web page <http://www.add-pros.com> or Partner whose software ADD sold to customer at the time of order. All software is licensed, not sold, and title to the software remains with the applicable licensor(s).

4.2 If ADD agrees to additional maintenance, the Customer shall pay an additional maintenance fee in line with the agreement plus expenses and VAT . In the absence of such agreement we shall charge maintenance on the base of usual fees. Any maintenance shall be performed in ADD's premises.

4.3 Only the Customer and his employees have the right to demand maintenance, including telephone support. Maintenance is restricted to the latest version of software. ADD has the right to take position of or hire sub-contractors and use whatever means necessary to ensure maintenance.

5. Dispatch, Transfer of Risk and Title

5.1 Any agreed transportation to the Customer does not constitute any obligation on ADD's side to deliver the Products, but only to dispatch the Products, even if the transportation is done with ADD's own vehicles and/or employees. There is no insurance for damage during transportation unless expressly requested by the Customer and at his expense.

5.2 Risk of loss or damage to Products shall pass to Customer upon shipment from ADD, its warehouses, or its partner companies ADD is collaborating with; provided however, ADD retains title to the Products until Customer makes payment to ADD in full. Notwithstanding, ADD retains title to all Software. For orders to be delivered within the same country as the ADD entity accepting the order, ADD will arrange the shipping; however, Customer is responsible for all shipping and handling fees set forth in the invoice, if any. If Customer chooses to arrange for shipping or if the order is placed with an ADD entity outside the country of the applicable shipping destination, Customer is responsible for all shipping and handling, including fees, customs, formalities and clearance. Shipment dates provided by ADD are estimates only and ADD shall have no liability for losses or claims resulting from late delivery of Products. Claims for shipment shortage shall be deemed waived unless presented to ADD in writing within forty-five (45) days of invoice date.

5.3 If the Products are ready for dispatch and there is a delay in dispatch for reasons beyond ADD's control, the risk shall pass to the Customer once he receives notice that the Products are ready for dispatch. In such case, ADD has the right to put the Products into storage at the Customer's expense and, if storage is at ADD's warehouse to charge the usual storage costs that amount to at least 1% of the product price for each commenced month. Upon the transfer of the risk ADD shall be liable only for willful misconduct or gross negligence. ADD reserves all and any additional rights in regard to shipment and storage of the Products.

6. Prices and payment terms

6.1 Prices quoted are net prices, excluding VAT. If ADD undertakes to install the Software Products and/or provide training for the Customer, such services will be charged separately.

6.2 The rectification of spelling mistakes and recognizable calculating mistakes shall be reserved.

6.3 In absence of other agreement, if installation of the delivered product is done by ADD the Customer shall bear, in addition to the agreed purchase price, all other costs of such installation, especially transport fees and travel expenses.

6.4 In case of outstanding liabilities arising from the previous invoices, extended payment term is inadmissible.

6.5 We are not obliged to accept bills of exchange. All expectable bill and charges related to the extended payment term must immediately be paid for by the Customer.

6.6 Unless ADD approves Customer for extended payment terms, the Customer shall make the payment when the order is placed or at the latest prior to delivery of the order by direct money transfer (advanced payment) to ADD bank account stated on the proforma. If ADD approves Customer's extended payment term application and payment terms are not clearly defined defined on proforma or invoice, payment shall be due no later than thirty (30) days after the date of ADD's invoice. ADD reserves the right to cancel Customer's extended payment terms at any time. After the lapse of the above period if invoices remain unpaid, the Customer shall be in default without further notice. In case that the Customer is in default with any of the payments ADD has the right to claim default interest for late payment in the amount provided by law. Claims for further damages caused by default shall be reserved. During the default in payment the Customer has no right to use the object of delivery or service or to ask for support.

6.7 If the payment is not executed within 5 days after it falls due, all claims for products and performed services under the contract, fall due with an immediate effect, notwithstanding the term of accepted bills of exchange, unless the absence of payment is beyond control of the Customer. Same applies if it comes to ADD's attention that the Customer is in such bad financial condition that the execution of the Customer's obligation to pay is put at risk and this was not possible to anticipate at the time of contract conclusion or if the Customer has ceased payments. Circumstances as stated above at the same time entitle ADD the right to perform unpaid supplies or services only against of prepayment or security.

6.8 Rights of retention may only be asserted if based on the same contract. The assertion of rights to refuse fulfillment and rights of retention is only permissible when the counter-claims on which they are based are uncontested or have been finally determined in a legally binding manner. The Customer may set off only such claims which have been finally determined in legally binding manner or which are uncontested.

6.9 Invoice processes requested by Customer that are non-standard for ADD may be subject to the payment by the Customer of at least ten percent (10%) processing fee and any amounts ADD is required to pay to government authorities on behalf of customer (if applicable).

7. Taxes

7.1 Prices exclude, and Customer is responsible for, all sales, use, service, value added, and like taxes (“Taxes”) arising from the purchase of the Products and Services. If Customer is exempt from any Taxes, it must provide ADD with the appropriate tax exemption documentation at the time the order is placed.

8. Retention of Title

8.1 Until payment to ADD in full of all outstanding amounts by the Customer is made, including supplementary claims (bill charges, interest etc.), ADD shall retain title to the Products until each and every claim under the business relations with the Customer has been duly satisfied.

8.2 In the event the Customer is in default with respect to agreed terms for payment or other essential contractual duties, we shall be authorized to take back delivered products immediately. The Customer shall in such case be obliged to grant us free access to the delivered products and do everything in order to secure the exercise of our right to return the products.

8.3 Upon the Customer’s request we shall release securities provided in accordance with the aforementioned provisions, to the extent they are no longer required to secure our claims, in particular to the extent their fair market value exceeds our claims vis-à-vis the Customer by more than 10%.

8.4 Without any restriction, ADD reserves all property rights and, in particular, all copyrights with respect to any and all documents, including drawings (“the documents”), which are provided in connection with the settlement of this contract, unless expressly provided otherwise.

9. Non-ADD branded products

9.1 Non-ADD Branded Products that ADD resells may not be testable or repairable by ADD, and it may be necessary for Customer to contact the manufacturer or the service provider for service or any warranty claims. To the extent it is not prohibited by applicable law, ADD does not warrant, has no obligation to support, and hereby excludes all liability (including but not limited to any statutory or implied liability for product defects or non-infringement) for Non-ADD Branded Products. The Limited Warranty and ADD Intellectual Property Liability sections of this Agreement shall not apply to the sale and purchase of Non-ADD Branded Products.

9.2 »Non-ADD branded Product(s)« means any partner company’s hardware, software, or service that ADD sells, but does not carry an ADD mark.

10. Services

10.1 In addition to the terms and conditions of this Agreement, Services provided by ADD are also subject to any service agreements or statements of work agreed upon in writing by the parties or, as applicable, to the ADD service terms and conditions, available on the web page <http://www.add-pros.com>.

11. Warranty for products – claims, obligations, limitations

11.1 If otherwise not specified in separate agreement or stated on proforma or invoice, ADD warrants for a period of one (1) year from the invoice date, that the Hardware sold will be free of defects in materials and workmanship that cause the Hardware to fail to substantially conform to the then applicable published specifications. If not specified in separate agreement or stated on proforma or invoice otherwise, ADD warrants for a period of ninety (90) days from the invoice date, that its Software or Software sold from partner (i) will perform substantially in accordance with the applicable documentation provided with the Software and (ii) the Software media if provided will, in the form received from ADD, be free from defects in materials and workmanship. ADD warrants that the Services will be performed in a precise and professional manner by ADD or partner. If ADD receives notice of a defect or non-conformance during the applicable warranty period, ADD or partner will, in its sole discretion: (i) repair or replace the affected Hardware or Software, (ii) re-perform the affected Services, or (iii) refund the fees paid for the affected Hardware, Software or Services. Repaired or replaced Hardware or Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. If ADD or partner elects to repair or replace Hardware, they may use new or refurbished parts or products that are equivalent to new in performance and reliability and are at least functionally equivalent to the original part or Hardware. Customer must obtain an RMA number from ADD or partner before returning any Hardware under warranty to ADD or partner. For the product in warranty period Customer shall pay shipping expenses to send the affected Hardware to ADD and ADD shall pay shipping expenses to return the Hardware to the Customer. For products outside warranty period customer shall pay all shipping expenses. If, however, ADD or partner concludes, after examining and testing returned Hardware, that it is not covered by the Limited Warranty, ADD or partner will notify Customer and return the Hardware at Customer's expense. ADD or partner reserves the right to charge a fee for examining and testing Hardware not covered by the Limited Warranty. This

Limited Warranty does not apply if the defect of the Hardware or Software resulted from improper or inadequate maintenance, installation, repair, or calibration (performed by an unauthorized person by ADD); unauthorized modification; improper environment; use of an improper hardware or software key; improper use or operation outside of the specifications for the Hardware or Software; improper voltages; accident, abuse, or neglect; or a hazard such as lightning, flood, or other force majeure.

11.2 The Customer's sole remedy with respect to the foregoing Warranty shall be a claim to repair any defective Products, provided that ADD or partner receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Warranty more than one (1) year after the accrual of such cause of action.

11.3 The Customer shall examine the delivered Products immediately after delivery and communicate possible defects immediately (without undue delay). Any such notice of defect shall be in writing and shall include a specification of the defect. Insufficient or late notices on defects bear the consequence of exclusion of any claims with regard to these defects. ADD shall not be liable for defects detected later than six months after delivery.

11.4 The Customer shall send the Product - object of reclamation - to ADD or partner. Acceptance of returns of any customized products and Non-ADD Branded Products shall be in the sole discretion of ADD or partner. ADD or partner reserves the right to charge Customer a restocking fee in the amount of fifteen percent (15%) of the value of the returned Products.

11.5 If the complaint regarding a defect is justified, the defective product will at ADD's or partner's discretion and costs be repaired or replaced by delivery of a Product which is free of defects and the Service complained to be defective shall be provided free of defects (subsequent fulfillment). If such subsequent fulfillment is not executed within 45 days or if ADD or partner refuses subsequent fulfillment or if the type of subsequent fulfillment chosen by ADD or partner is unreasonable for the Customer, the Customer shall be entitled at his option to either reduce the purchase price or request termination of the agreement.

11.6 The Customer shall be entitled to claim damages only if such claims are based on willful misconduct or gross negligence of ADD or partner, including ADD's or partner's legal representatives and agents. If ADD's or partner's liability is based on lighter negligence of ADD or partner, ADD's or partner's legal representatives or agents, ADD's liability shall be excluded. The entire liability for damage in connection with defects of the product sold or the service rendered shall however not exceed the price of defected parts of the delivered product or service with defect, however it shall not exceed five thousand Euros (EUR 5.000,00) in any case.

11.7 Unless otherwise agreed in these terms and conditions, the entire liability of ADD and its partners, licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents for damage) liability due to defects shall be excluded. To the maximum extent permitted by applicable law, in no event shall ADD and its partners, licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents for damage) be liable due to use or defects of the products, including but not limited to – direct, indirect, incidental or consequential damages, expenses, lost profits, business interruption, lost business information, or any other damages arising out of the use or inability to use the Products, even if ADD or its partners, licensors, distributors, and suppliers have been advised of the possibility for such damages. If on grounds of valid legislation ADD would be held liable regardless of the above stated exclusion the liability shall not exceed the price of the Product or five thousand Euros (EUR 5.000,00).

11.8 Except as expressly set forth above, no other warranties, either expressed or implied are made with respect to all Products, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or any other warranties that may arise from usage of trade or course of dealing. ADD does not warrant, guarantee, or make any representations regarding the use of results or the use of the Products themselves in terms of correctness, accuracy, reliability, or otherwise and does not warrant that the operation of the Products will be uninterrupted or error free. ADD expressly disclaims any warranties not stated herein.

11.9 Rules as stated above apply to any personal liability of ADD's partners, representatives and agents to the Customer.

11.10 Unless otherwise specified in separate agreement or stated on proforma or invoice the all provisions stated in paragraph 11. Warranty for products – claims, obligations, limitations will prevail.

12. Service Warranty – claims, obligations, limitations

12.1 ADD warrants that all Services shall be performed with a diligence of a good expert. Except as expressly stated in the preceding sentence, ADD makes no express or implied warranties with respect to all Services, including but not limited to (a) any warranty relating to third-party products or (b) any warranty concerning the results to be obtained from the Services or the results of any recommendation ADD may make, including but not limited to any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation ADD may provide.

12.2 In order to receive warranty remedies, deficiencies in the Services must be reported to ADD in writing within 90 days of completion of the Services.

12.3 ADD is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Services provided by ADD, including but not limited to loss of possibility to use the Products, software, data, including inability to achieve a particular result, even if ADD has been advised of the possibility of such damages or even if the damage is the direct result of an instruction or recommendation made by ADD. If on grounds of valid legislation ADD should be liable, then the total liability of ADD due to or in connection with the Services shall be limited to the price of the Service or shall not exceed five thousand Euros (EUR 5.000,00). These provisions allocate the risks under the separate written agreement between Customer and ADD. ADD's pricing policy reflects such allocation of risk and the limitation of liability specified herein.

12.4 Customer understands and agrees that ADD has not tested or certified its or partner's Products and Services for use in high-risk applications including medical life support, nuclear power, mass and air transportation control, or any other potentially life critical uses and therefore makes no assurances that the Services are suitable for any high-risk uses.

12.5 Customer accepts responsibility for, and agrees to defend, indemnify, release and hold ADD harmless from, any and all liability, damages, claims, or proceedings arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions required to support any of ADD's or partner's Products or of ADD's or partner's performance of the Services, including but not limited to, the right to make any copies or reproductions of any Customer-provided software or (b) any inaccurate representations regarding the existence of an export license or the eligibility for export of software or other materials without a license.

12.6 Notwithstanding the foregoing indemnification from paragraphs 12.1 to 12.5 above, ADD shall have no obligation under this Section for any claims of Infringement by the Products or Services outside the geographical boundaries of the European Union. ADD shall have no obligation under this Section for any claim relating to or arising from (a) Customer's modifications of Hardware, Software or Services; (b) failure to use Hardware, Software or Services in accordance with the applicable documentation provided by ADD; (c) the combination, operation, or use of Hardware, Software or Services together with any hardware, software or service not provided by ADD; (d) the compliance of ADD with Customer's specifications or directions, including the incorporation of any software or other materials provided by or requested by Customer; or (e) Non-ADD Branded Partner Products. The foregoing states the Customer's sole remedy for, and the entire liability and responsibility of ADD for, infringement of any patent, trademark, or copyright or other intellectual property rights. This limited indemnity is in lieu of any other statutory or implied warranty against infringement.

12.7 If on grounds of valid legislation ADD would be held liable, then the total liability of ADD due to or in connection with the IP rights shall be limited to the price of the service or shall not exceed five thousand Euros (EUR 5.000,00). These provisions allocate the risks under the separate written agreement between Customer and ADD. ADD's pricing policy reflects such allocation of risk and the limitation of liability specified herein. In any event, if ADD believes in its reasonable opinion that the Hardware or Software or Services may allegedly be subject of infringement, for the purposes of mitigating any potential damages, ADD may, at its sole discretion, (i) procure for the Customer the right to continue to use the hardware, Software or Services; (ii) replace it with comparable Hardware, Software or Services that are free of such infringement; or (iii) refund the fees paid by Customer, in the event of either (ii) or (iii) Customer shall promptly return the Hardware to ADD and/or terminate the use of the Software or Services.

13. Proprietary rights

13.1 ADD reserves all rights, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any custom developments created or provided by ADD under this Agreement. Nothing in this Agreement shall be deemed to grant to Customer any ownership rights in, or license rights to such intellectual property.

14. Force majeure

14.1 ADD shall not be responsible for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of terrorism, nature or governments; interruptions of telecommunications, power or transportation; failure of contractors or suppliers; or inability to obtain necessary labor or materials ("Force Majeure Event"). In the event of a Force Majeure Event, ADD reserves the right to cancel the applicable order without any liability to Customer.

15. Installation

16.1 If we carry out installation services, the Customer shall provide, at its own expense and in a timely manner, all prerequisites, in particular but not limited to, (a) all equipment and material required because of particular conditions of the site, such as e.g. scaffolds, lifting equipment etc., (b) energy and water, including connections, heating and lighting, (c) rooms for the storage of the products sold, other material, tools, etc. and (d) protective clothing and protective devices, which are needed because of particular conditions of the site.

15.2 Before the start of installation, the Customer shall make available of his own accord all necessary information concerning the location of concealed electric power, gas and water lines or of similar installations as well as the required data concerning statics and underlying conditions of the site.

15.3 If the installation or commissioning is delayed by circumstances for which we are not responsible, the Customer shall bear, to the extent reasonable, the costs of waiting periods and of any additional travelling that may be necessary.

15.4 If, after completion, we request acceptance of the supplies, acceptance shall be carried out by the Customer within two weeks of our request, failure to do so, acceptance shall be deemed to have taken place. Acceptance is also deemed to have taken place if after completion of any agreed upon test phase the supplies are put in use.

16. Confidentiality

16.1 At all times, both during and after termination of the contractual relationship, the Customer shall treat all commercial and technical information relating to ADD's and Partner's Products strictly confidential vis-à-vis third parties and shall in particular give no access to such information to ADD's competitors, even if such information has not been expressly marked as confidential. This confidentiality obligation shall not apply to information, which, at the time the Customer has received such information, was already known to the public or the Customer, which was published after receipt by the Customer without the Customer being responsible for such publication or which the Customer has received from a third party without violation of any laws and without any restrictions on use. The Customer is responsible that also his employees or agents shall comply with this confidentiality obligation.

17. Compliance with laws

17.1 Export compliance. Products (which, for purposes of this Section, shall include the software and technology incorporated in or supplied with a Product and Service) purchased from ADD and are titled or licensed by American company, are subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") (www.bis.doc.gov) and other applicable U.S. export control laws and sanctions regulations, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (www.treas.gov/ofac). In addition, Products produced in Europe, and titled or licensed by European Company are subject to control under the European Union ("EU") Council Regulation No. 428/2009 and their export or intra-EU transfer may also be subject to additional licensing requirements under European Union Council Regulation No. 428/2009 and its implementing regulations. Products that are titled or licensed by American company may not be exported or re-exported to any country where sanctions are imposed by the U.S. government (which currently includes Cuba, Iran, North Korea, Republic of Sudan and Syria but which may be modified by the U.S. government from time to time), Products that are titled or licensed by European company may not be exported or re-exported to any country where sanctions are imposed by European Union. Customer agrees it shall comply with the export laws and trade sanctions of all applicable countries and shall not export, re-export or transfer Products purchased from ADD without the required authorization, including an export or re-export license issued by the U.S. authorities, by EU authorities, or by other authorities in any other state, or to any prohibited destination or for a prohibited end-use. Some Products may also require export license(s) issued by the applicable authorities before being returned to ADD. The issuance of a Quote, a sales order acknowledgment, or a Return Material Authorization ("RMA") by ADD does not constitute export authorization. Customer represents and warrants it is not ineligible or otherwise restricted by U.S. or applicable law to receive Products and it shall not export, re-export, or provide Products to any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. ADD reserves the right to refuse and/or cancel any order without any liability to Customer if, at any time, ADD believes that any export controls or trade sanctions laws may be violated. For more information and to request relevant import classification codes (e.g. HTS), export classification codes (e.g. ECCN), and other import/export data see web pages of government authorities of US, EU or any other responsible government authorities or institutions.

17.2 Data protection. Customer represents and agrees that any data (including personal data of Customer, its representatives, employees or agents) that is gathered by ADD in the context of commercial transactions based on commercial agreements with Customer (e.g. name, contact details, title, professional background, field of expertise, product interests, etc.; hereinafter: "Customer Data") is data which is generally available to businesses and it is needed for the normal execution of commercial agreement and the normal course of Customer's business operations and is regarded as data related to, and provided in the context of, the professional activity of such representatives, employees, agents, and of the Customer. Customer hereby agrees on its own behalf and on behalf of its representatives, employees and agents that ADD may, in accordance with ADD's applicable laws and regulations, (i) use such Customer Data for the purpose of account and contract administration, for security purposes, and for the development of the business relationship (including marketing communication about products and services relevant to Customer).

18. Updates

18.1 ADD reserves the right to update this Agreement at any time, effective upon posting an updated version on the web page <http://www.add-pros.com>; however, the terms and condition in effect at the time of purchase shall apply to that purchase of Products or Services.

19. Place of business, Venue, Applicable Law

19.1 For all disputes arising out of or in connection with ADD's supply of the Products or rendering of ADD's Services the court in Celje (Slovenia) shall have jurisdiction. ADD does, however, reserve the right to assert ADD's claims in the Customer's jurisdiction.

19.2 The laws of Slovenia shall be applicable. The application of the uniform law on the international sale of goods is hereby explicitly excluded.

20. General

20.1 This Agreement and any terms incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter.

20.2 Customer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. Each individual agreeing to this Agreement on behalf of a party represents and warrants that he/she has the right to make all statements and representations contained in this Agreement, is empowered to agree to and execute it and that all necessary action to authorize its execution has been taken.

20.3 This Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by ADD.

20.4 No delay or failure by ADD to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right. A waiver of any provision of this Agreement by ADD must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a permanent waiver of any other provision.

20.5 If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any applicable law, the remaining parts or provisions of this Agreement shall remain unchanged and in force, and the illegal, unenforceable, or conflicting part, term or provision shall be reformed by a court of law with binding authority to the maximum extent possible to reflect the intent of this Agreement.