

GENERAL TERMS AND CONDITIONS FOR eINVOICING LEGAL ENTITIES

1. General

These General Terms and Conditions define the rights and obligations between the elnvoice Issuer and the elnvoice Recipient in relation to elnvoicing.

These General Terms and Conditions constitute an agreement and represent an amendment of the current business relationship between the elnvoice Issuer and the elnvoice Recipient to the extent outlined by these General Terms and Conditions.

By subscribing to any of the methods provided under Article 3 of these General Terms and Conditions, the elnvoice Recipient acknowledges that:

- they are familiar with these General Terms and Conditions and agree to them in whole,
- they agree that the elnvoice Issuer shall send the invoices in electronic rather than paper form and that such elnvoices shall be sent to the address indicated on the application,
- their subscription to elnvoicing constitutes an implicit guarantee of the truthfulness and accuracy of all data submitted and that they will notify the elnvoice issuer of any changes thereto in a timely manner and no later than 8 days after such a change,
- they assume all rights and obligations deriving from these General Terms and Conditions on the starting date of their subscription to the elnvoicing service; that, in the case of subscribing to elnvoices by email, they are aware that unencrypted email is not a safe medium,
- they are aware that subscribing before the end of the current calendar month will enable them to receive the invoice electronically upon the next settlement of accounts.

2. Definitions

The terms applied in these General Terms and Conditions shall have the following meaning:

elnvoice is an invoice in electronic form issued by the elnvoice Issuer to the elnvoice Recipient and sent to an email address or retrieved by the invoice recipient from the eBusiness for Businesses portal.

elnvoice Issuer is a company from the Petrol Group that issues invoices in electronic form as described in the previous paragraph.

Methods of subscribing to and unsubscribing from elnvoicing – a legal entity in a business relationship with the elnvoice Issuer may subscribe to/unsubscribe from elnvoicing:

- by filling out the “Form for the Commencement/Change/Termination of elnvoicing for Legal Entities”.

elnvoice Recipient is a legal entity that is in a business relationship with the elnvoice Issuer and receives invoices in electronic form,

elnvoice Format – elnvoices are issued either in GS1 XML, eSlog or PDF format.

- **elnvoice in PDF format** is a visualization of an elnvoice that is visually identical to the invoice that the Recipient would have received by regular mail; in order to view the PDF visualization of an elnvoice, Adobe Acrobat Reader software has to be installed.
- **elnvoice in GS1 XML format** is the original elnvoice, compliant with the GS1 international standard and containing all invoicing data. It is the basis for the visualization (the elnvoice in the PDF format).

3. Subscription to elnvoicing

The legal entity that would like to receive elnvoices from the elnvoice Issuer has to fill out the “Form for the Commencement/Change/Termination of elnvoicing for Legal Entities” found at the elnvoice Issuer’s website, sign it and submit it to the address indicated on the Form; they can choose between receiving the elnvoices to an email address and/or through the eBusiness for Businesses portal (<https://ep.petrol.si/b2b>).

4. Unsubscription from invoicing

The invoice Recipient may unsubscribe from invoicing by filling out the "Form for the Commencement/Change/Termination of invoicing for Legal Entities" (hereinafter: the Form), signing it and submitting it to the address indicated on the Form.

The Issuer reserves the right to send individual invoices in paper form in case technical issues prevent invoices to be sent electronically. Such a case is not to be considered a termination of invoicing as described in the following paragraph of this Article.

The invoice Issuer may, at own discretion and unilaterally, terminate invoicing and send invoices to the invoice Recipient in paper form in the following cases:

- if the invoice Recipient violates the provisions of these General Terms and Conditions,
- if there are reasons for the termination of this Agreement pursuant to a statute or judicial or administrative decision, taking into account the procedures and deadlines set out by these regulations or decisions.

In such case, all rights and obligations deriving from invoicing pursuant to these General Terms and Conditions shall expire in two business days.

5. Rights and Obligations of the invoice Recipient

The invoice Recipient has the following rights and obligations:

- to subscribe to invoicing in the manner described under Article 3 of these General Terms and Conditions,
- to receive and review invoices to which the Recipient had subscribed,
- to unsubscribe from invoicing at any time,
- to immediately notify the invoice Issuer of any changes regarding the reception of invoices, and to bear responsibility for any invoices being served improperly should the Recipient fail to do so,
- in case of an undelivered invoice, to check the working order of their email address and to verify their outstanding obligations with the invoice Issuer,
- to settle all their obligations with the invoice Issuer in a timely manner, no later than the due date of each invoice.

6. Protection of Personal Data

The invoice Issuer shall protect all data, facts and circumstances associated with an individual invoice Recipient available to the invoice Issuer as confidential. The invoice Issuer shall protect all data about an individual invoice Recipient in accordance with applicable legislation governing the protection of personal data. The invoice Issuer shall only provide these data to the invoice Recipient for the purposes of fulfilling the obligations deriving from invoicing and, in cases where required to do so by the law, to the competent authorities upon their written request.

7. Final Provisions

Valid General Terms and Conditions for invoicing for legal entities shall be published at the invoice Issuer's website and registered office. Upon the invoice Recipient's request, the invoice Issuer shall provide the Recipient with these General Terms and Conditions at any time throughout the validity of the contract.

The invoice Issuer may change and amend these General Terms and Conditions in accordance with regulation in force and/or the Issuer's business policies, and the text of the modified General Terms and Conditions shall be made available to the invoice Recipients in electronic form at the Issuer's website and in paper form at the Issuer's registered office. If the invoice Recipient fails to notify the invoice Issuer in writing that they reject the proposed changes to the General Terms and Conditions by the day before the proposed date of validity of such amended General Terms and Conditions, it shall be considered that the Recipient agrees with the changes.

If the invoice Recipient disagrees with the amended General Terms and Conditions, they may withdraw from invoicing by informing the Issuer of such a decision in writing until the changes are implemented.

In case the eInvoice Recipient rejects the proposed changes without withdrawing from the eInvoicing scheme, it shall be considered that the eInvoice Issuer has terminated eInvoicing with a notice period of 15 days, starting with the day when the eInvoice Recipient had informed the eInvoice Issuer in writing of their rejection of the proposed changes to these General Terms and Conditions.

In case of a dispute, the eInvoice Issuer and Recipient agree to mutually acknowledge the validity of electronic messages in the eInvoicing system.

The eInvoice Recipient may submit any questions, complaints or comments regarding the eInvoicing system:

- by regular mail to the eInvoice Issuer's registered office,
- using the communications channels indicated on the Form.

The provision of services in accordance with these General Terms and Conditions and interpretation thereof is governed by the law of the Republic of Slovenia.

Any disputes regarding these General Terms and Conditions shall fall under the jurisdiction of the court with subject-matter competence in Ljubljana.

These General Terms and Conditions are valid and applied from 11th December 2015.