

**General Terms and Conditions for Supply of Goods and Services
of Abilia d.o.o.**

Pursuant to 18th Statement of establishment of Abilia d.o.o., consolidated text of 6 September 2018, the Company's Management Board, 30.12.2022. hereby adopts the following:

General Terms and Conditions for Supply of Goods and Services of Abilia d.o.o.

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General Terms and Conditions for Supply of Goods and Services

1 Introduction

1.1. The General Terms and Conditions for Supply of Goods and Services of Abilia d.o.o., Obala Vladimira Nazora 1 (hereinafter: General Terms and Conditions) shall apply to Agreements and Purchase Orders concluded and/or delivered by Abilia d.o.o. (hereinafter: Contracting Entity) to Goods Suppliers and Service Providers. If not otherwise explicitly provided in these General Terms and Conditions, the provisions of these General Terms and Conditions shall apply equally to all relationships between the Contracting Entity and the Bidder or Supplier, regardless of whether such relationships are based on a Purchase Order or an Agreement.

1.2. These General Terms and Conditions shall constitute an integral part of the Agreement concluded between the Contracting Entity and the Goods Supplier/Service Provider. If the Goods Supplier/Service Provider calls for application of its own general terms and conditions, such terms and conditions shall not have any legal effects on the Agreement between the Contracting Entity and the Goods Supplier/Service Provider, including in cases where the Contracting Entity does not object thereto. The above shall particularly apply when the Contracting Entity accepts the goods delivered or services provided based on the Agreement without any objections, while knowing that the terms and conditions of the Goods Supplier/Service Provider are in conflict with or differ from these General Terms and Conditions.

1.3. By accepting the Purchase Order in accordance with item 5 of these General Terms and Conditions or by signing the Agreement, the General Terms and Conditions shall become an integral part of the Purchase Order/Agreement and shall apply to the relationships between the Contracting Entity and the Goods Supplier/Service Provider. If certain provisions of the General Terms and Conditions are contradictory to the terms of the Purchase Order/Agreement, the terms of the Purchase Order/Agreement shall apply.

1.4. When registering at the Contracting Entity's portal in the *Ensolva* system, the Goods Supplier/Service Provider unconditionally and fully accepts the General Terms and Conditions and is deemed to be familiar therewith.

The General Terms and Conditions are also available at the Contracting Entity's website: www.abilia.hr.

2 Definitions

Contracting Entity is Abilia d.o.o., Rovinj, Obala Vladimira Nazora 1, PIN: 35024525329.

Bidder is a legal or natural person delivering the Bid to the Contracting Entity in the procurement procedure, which Bid is binding on the Bidder.

Supplier/Provider (hereinafter: Supplier) is a legal or natural person delivering the Bid in the procurement procedure, which Bid has been accepted by the Contracting Entity; i.e. the contracting party performing contractual obligations to the Contracting Entity in return for payment.

Contracting Parties – Contracting Entity and Supplier.

Subject Matter of Procurement is the goods supplied or service provided by the Supplier in accordance with the submitted bid.

Bid represents a proposal for the conclusion of a Purchase Order/Agreement submitted/delivered to the Contracting Entity based on inquiry/tender which contains all essential elements of the Purchase Order/Agreement.

Online Auction/Bidding represents the supply of goods and services by electronic means, in the manner and under the conditions defined by the Contracting Entity. It is carried out through the procedure of online

determination of prices and/or other terms of supply of goods or services by means of direct competition of Bidders.

Purchase Order may be issued as an Independent Purchase Order or as a Purchase Order per Agreement.

Independent Purchase Order is a general legally binding document formed between the Contracting Parties pursuant to which the Supplier, as a rule, is obligated to deliver and the Contracting Entity is obligated to pay the fee for the goods delivered and services provided.

Purchase Order per Agreement is a written order from the Contracting Entity to the Supplier requesting that the Supplier deliver goods and provide services successively in accordance with the Contracting Entity's requirements and pursuant to the Agreement.

Business Day is every day of the week except Saturdays, Sundays and days defined as holidays or non-working days by applicable regulations in the Republic of Croatia.

3 Procurement procedure

3.1. The Contracting Entity is free to determine the manner, type and procedure for the procurement of goods and services.

3.2. At the request of the Contracting Entity, the Bidder is obligated to provide appropriate documents that prove its legal, business, financial and economic competence, technical and staff competence, non-conviction and professional competence (membership in a professional association or entry in a register as a necessary condition for performing an activity) with regard to the subject matter of procurement. Bidders submitting a joint bid must prove their joint competence for the entire Bid and individual competence for their part of the Bid in accordance with the subject matter of procurement. Unless otherwise specified in the procurement documentation, documents proving the competence of the Bidder may be delivered to the Contracting Entity as a copy, provided that they are not older than 90 (ninety) days from the date of announcing the invitation to tender. If the Bidder submitted copies of documents, it is obligated to enable the Contracting Entity to inspect the original documents at its request.

3.3. The Bidder may request the Contracting Entity to clarify the Documentation by delivering the request for clarification of the Documentation exclusively in writing, no later than 48 hours before the final bid submission time limit. The Contracting Entity shall deliver the clarifications of the Documentation to all Bidders to which the invitation to tender has been delivered within 24 hours of the date of receipt of the request for clarification, and at the latest 24 hours (as soon as possible) before the final bid submission time limit. Said clarifications shall be binding on all Bidders during bid preparation and submission.

The Contracting Entity reserves the right to terminate/cancel the procurement procedure at any moment, without the obligation to state the reason for termination/cancellation, even after the completion of the selection process, until the moment of conclusion of the relevant Agreement/Purchase Order. The Contracting Entity reserves the right to contract with several potential Suppliers the performance of the entire subject matter of the procurement or only an element thereof, or not to select any Bidder or to re-initiate the procedure with an entirely different Bidder.

3.4. The Contracting Entity does not assume the obligation, either explicitly or in any other appropriate manner, that an invitation to tender will result in the contracting of work with one or several Bidders. The Contracting Entity reserves the right to refuse individual or all Bids, in which case it shall not compensate any tender participation costs incurred by the Bidders.

3.5. If the Bidder participates in the online auction/bidding procedure, it must comply with the terms and conditions, provisions, rules and requirements of the Contracting Entity's application system during the auction procedure, which regulations shall be delivered to it at the moment of issuing the invitation to auction.

3.6. The Bidder shall not make public any information pertaining to this procurement/tender procedure or acceptance of a particular Bid of any Bidder in the form of a publication in any newspaper, magazine, journal, other media or on social networks without the Contracting Entity's prior written consent.

3.7. All provisions of these General Terms shall survive the expiry or termination of the Agreement for any reason.

4 Bid

4.1. Contracting Entity is not obligated to issue a purchase order solely on the grounds that it received a bid from the Bidder or that it invited the Bidder to participate in a tender procedure or to respond to an invitation to tender.

4.2. Preparation of a bid and the acquisition of all information or documents of any type for that purpose by the Bidder shall be free of charge for the Contracting Entity.

4.3. The Bidder explicitly agrees that neither its participation nor any of the costs incurred in relation to its participation in a tender procedure or response to an invitation to tender organised by the Contracting Entity shall be compensated in any way.

4.4. Negotiations between the Contracting Entity and the Bidder shall be used for detailed consideration of the Bid during the tender procedure. Initiation of negotiations with a certain Bidder shall not obligate the Contracting Entity to conclude an Agreement or issue a Purchase Order.

4.5. Negotiations between the Contracting Entity and the Bidder are not a representation of the Contracting Entity's intention to conclude an Agreement or issue a Purchase Order and are not binding on the Contracting Entity in any way. The Bidder cannot charge the Contracting Entity based on pre-contractual liability in regard to negotiations.

4.6. Lack of Contracting Entity's comment on the delivered bid does not imply acceptance of the bid. Bidder's bid shall be regarded as accepted only if the Contracting Entity confirms in writing that it accepts the bid, regardless whether that the Provider and Contracting Entity have a regular business relationship.

5 Purchase Order

5.1. The Contracting Entity issues a Purchase Order based on the Bid of the Supplier, which Bid is in accordance with the Contracting Entity's requirements.

5.2. Purchase Orders written on the Contracting Entity's official forms, signed and certified by the Supplier's authorised person shall be valid and legally binding. Amendments to the Purchase Order and oral agreements shall be legally binding only if they are confirmed in writing.

5.3. Purchase Orders may also be delivered via electronic data exchange.

5.4. The Supplier may accept or refuse a Purchase Order within 3 (three) business days after the Purchase Order has been sent in writing. The Supplier and the Contracting Entity shall deem that the Purchase Order has been accepted if the Supplier does not confirm the Purchase Order within the time limit indicated above, but delivers the goods and services specified in the Purchase Order within said time limit. If the Supplier does not accept the Purchase Order within the above time limit, it shall be deemed that it has refused it.

5.5. The Contracting Entity reserves the right to withdraw the Purchase Order without paying any fee to the Supplier if it withdraws the Purchase Order before it has been accepted by the Supplier.

6 Price

6.1. The price of goods or services (purchase price) represents the value of goods or services paid by the Contracting Entity to the Supplier. It is indicated in the Purchase Order/Agreement/Bid. The price may be indicated either as the total sum or as unit prices without indicating the total price for the goods or services.

6.2. Purchase price includes the costs specified and described in detail in the Purchase Order/Agreement or Bid. Unit/total price of goods or services must always be indicated in the net amount + VAT. In the event that the service provided is exempt from VAT or if the Supplier is not in the VAT system, it must be indicated in the invoice that VAT has not been charged on any basis, along with the relevant legal basis.

6.3. Unit prices of goods or services are fixed during the term of the contractual relationship unless otherwise contracted.

6.4. The Parties explicitly acknowledge, and the Supplier guarantees that the total price of goods and/or services includes all taxes, costs, duties, customs duties and other charges in accordance with the applicable legislation, as well as any other expenses that may arise during the performance of the Agreement. The total price is determined based on the correct calculation made by the Supplier. All prices are accepted under the applicable DDP Incoterms at the place of delivery specified in the Purchase Order/Agreement and they include all delivery, packaging, installation and waste removal costs. The packaging must protect the goods from damage. The packaging material has to be labelled in accordance with the applicable legislation, and all Suppliers are obligated to dispose of packaging waste created during the delivery of goods.

6.5. Each Contracting Party shall bear the costs of its own banking fees for transactions with respect to payment for the goods delivered and/or services provided.

6.6. The Supplier may not transfer (assign) its claims per Purchase Order/Agreement to any other parties without the Contracting Entity's prior written consent.

7 Time limit and place/parity of delivery

7.1. Unless otherwise agreed, the place of delivery shall be the place of destination indicated in the accepted Bid/Purchase Order/Agreement or in the Contracting Entity's subsequent written instructions on the change of the place of delivery, sent to the Supplier no later than 3 (three) days before the delivery deadline.

7.2. The Contracting Entity may arrange successive delivery of goods and services, which shall be performed by the Supplier based on a written order of the Contracting Entity. The time limits shall be calculated in calendar days, unless it is specifically agreed that the time limits shall be calculated in business days. If the final day of the time limit falls on a non-working day, the final day of the time limit shall be the first business day following the non-working day. The date deemed as the date of delivery of goods shall be the date of receipt thereof at the Contracting Entity's location.

7.3. If the delivery includes setting up, installation or other similar works, the date deemed as the date of delivery shall be the date of takeover and due signing of the Minutes on Takeover/Performance of Work. If this is in its interest, the Contracting Entity may also accept partial delivery.

7.4. If the delivery contains/includes services, the date deemed as the date of delivery of services shall be the date of mutual signing of the Minutes on Takeover/Performance of Work. If this is in its interest, the Contracting Entity may also accept partial delivery, adding a special written note in that regard to the Minutes on Takeover/Performance of Work.

8 Subsuppliers/subcontractors

8.1. The Supplier may not hire subsuppliers/subcontractors without the Contracting Entity's prior written consent.

8.2. The Supplier fully guarantees and assumes the liability for the supply of all goods and services ordered from a subsupplier/subcontractor. Consent for hiring a subsupplier/subcontractor granted to the Supplier shall not affect legal relations and mutual rights and obligations between the Supplier and the Contracting Entity, nor shall it exempt the Supplier from the liability for performance of the Purchase Order/Agreement.

8.3. The Supplier shall be fully liable for the selection of subsupplier/subcontractor and its work.

8.4. The Supplier may not assign the Purchase Order/Agreement (either fully or partially) to any third party without the Contracting Entity's prior written consent.

9 Invoice issuing and payment

9.1. Upon completion of delivery and provision of services, the Supplier shall deliver to the Contracting Entity the invoice for the goods delivered and services provided that have been taken over in accordance with the applicable legal regulations.

9.2. The invoice must contain all elements prescribed in the applicable legal regulations.

9.3. If the Supplier's invoice is related to the Agreement concluded with the Contracting Entity, the Agreement/Purchase Order number must be clearly indicated in the invoice. If the invoice is related to an Independent Purchase Order, the Independent Purchase Order number must be clearly indicated in the invoice.

9.4. The Contracting Entity shall not pay the invoices and shall be entitled to return them to the Supplier with a letter if they as documents do not comply with the applicable legal regulations, do not correspond to the contractual relationship, do not correspond to the Purchase Order or if the order is missing or was not filled in correctly and/or completely and the Contracting Entity has not agreed to partial delivery, or if the goods delivered and/or services provided are deficient.

9.5. Payment shall be made according to the Purchase Order/Agreement and 1 (one) correct invoice addressed to the Contracting Entity. The invoice must be addressed to the Contracting Entity's head office and indicate the Contracting Entity's organisational unit where the goods and services have been delivered.

9.6. The Contracting Entity shall pay the invoice delivered within 60 (sixty) days of the date of delivery/provision. No invoices shall be paid in advance unless otherwise agreed by the Parties.

9.7. The Contracting Entity is obligated to pay only for the goods and services actually, fully and correctly delivered and provided, respectively.

9.8. Payment by the Contracting Entity shall not be deemed as confirmation of proper performance of the Purchase Order/Agreement by the Supplier, and it shall certainly not constitute the Contracting Entity's waiver of any rights arising out of warranties, guarantees or loss compensation.

10 Takeover of goods/services and obligations of the Supplier and the Contracting Entity, liability for deficiencies

10.1. Any goods delivered or services provided by the Supplier must have all the attributes requested in the Purchase Order/Agreement or to which the Supplier has committed, and in case of doubt, they must have all the usual properties. Furthermore, goods or services must fulfil the prerequisites defined by safety regulations and all other applicable regulations, taking into account the highest possible quality of performance available at the moment. To the extent that this is defined by regulations or generally accepted standards, goods have to have an attestation or any other similar label containing a safety warning recognised by the European Union. This is the Supplier's responsibility.

10.2. Costs of attestation, packaging and delivery of goods shall be borne by the Supplier.

10.3. In addition to the goods, the Supplier is obligated to provide to the Contracting Entity the documents specified in the Purchase Order/Agreement at the moment of takeover.

10.4. During the goods takeover procedure, the Contracting Entity's authorised person shall sign the Purchase Order/dispatch note/delivery note for the purpose of confirming that the goods have been taken over in the quantity specified in the Purchase Order/dispatch note/delivery note and do not have any visible external deficiencies/damage.

10.5. If there is a mismatch between the quantity of goods specified in the Purchase Order/Agreement and the actual quantity of goods delivered at the moment of takeover (except in the event of allowed tolerances/regular deviations for the relevant type of goods), the Contracting Entity may take over the actual quantity of ordered/contracted goods delivered and request full delivery of the goods specified in the Purchase Order/Agreement within the time limit defined by the Contracting Entity. The Contracting Entity shall reserve the right to damages and/or payment of a contractual penalty and/or activation of another insurance instrument.

10.6. If external irregularities/deficiencies are found on the goods at the moment of their takeover, the following may occur at the Contracting Entity's discretion: (i) such goods may be replaced with goods without deficiencies by the Supplier; (ii) the Contracting Entity may cancel the order, return the goods to the Supplier at the Supplier's expense, and the Supplier must without delay, upon receiving notice that external irregularities/deficiencies have been found, return any sum paid for the returned goods; (iii) the Contracting Entity may request a reduction in the price of goods regarding which external irregularities/deficiencies have been found. The Contracting Entity may at any moment request full delivery of the goods specified in the Purchase Order/Agreement within the time limit defined by the Contracting Entity. The Contracting Entity shall reserve the right to damages and/or activation of a contractual penalty.

10.7. All delivery costs shall be borne by the Supplier.

10.8. The Contracting Entity shall have all rights based on the Supplier's liability for material and legal deficiencies, in accordance with the applicable legislation.

10.9. The Supplier is obligated to notify the Contracting Entity of services provided, after which the takeover shall take place. Upon receipt of the notice on services provided, the Parties shall initiate the takeover procedure in

the presence of the Supplier's and Contracting Entity's authorised representatives. If deficiencies are found at the moment of takeover of services, the takeover shall not take place (unless such takeover is in the interest of the Contracting Entity) and the authorised representatives of the Supplier and the Contracting Entity shall draw up and sign special Minutes, which shall specify the nature of the deficiencies found and the time limit for the Supplier to remedy the deficiencies. After such special Minutes have been drawn up, the Supplier shall immediately start remedying the deficiencies at its own expense. If the Supplier does not immediately start remedying the deficiencies and/or refuses to sign the Minutes specifying such deficiencies without justification and/or fails to remedy the deficiencies within the time limit specified in the special Minutes, the Contracting Entity shall be entitled to hire a third party for remedying the deficiencies and the Supplier shall bear the full costs and risks arising therefrom. The Contracting Entity shall reserve the right to receive compensation for any and all losses incurred in the course of its business due to such deficiencies. For that purpose, it is authorised to recover such amounts from the security instruments provided for proper fulfilment of contractual obligations.

11 Supervision/inspection

11.1. At the Contracting Entity's request, the Supplier shall present to the Contracting Entity the manufacturer's quality and quantity certificate and the goods or materials production control certificate in connection with the provision of services.

11.2. The Supplier guarantees the quality of goods or services and shall bear the costs of quality inspection.

11.3. The Supplier shall deliver information regarding all changes in internal organisation or operations to the Contracting Entity in a timely fashion, which changes are related to activities that are the subject of the Agreement, as follows: changes of key workers, changes in the ownership structure, technology and manner of service provision, place of service provision, location of data storage, potential conflicts of interest, significant changes in financial operations and any other relevant changes.

11.4. The Supplier shall deliver all certificates, licences, standards, insurance policies to the Contracting Entity in a timely fashion, which documents are required for the proper provision of services or delivery of goods and for prevention or mitigation of risk.

11.5. The Contracting Entity undertakes to notify the Supplier in a timely fashion, before the Supplier starts providing the services, in writing of the company name/name of the person(s) (hereinafter: Supervisor) that shall supervise the provision of services in the manner regulated by the Agreement and the applicable legislation.

11.6. The Supplier is obligated to enable unhindered supervision and is obligated to act in accordance with all instructions of the Supervisor.

11.7. The Supervisor is authorised to act only within the scope of the Agreement, in accordance with the rules of the profession and with the due care of a good expert. Any order of the Supervisor that would result in exceeding the scope of work defined in the Agreement shall have no legal effect and shall not be binding on the Supplier or the Contracting Entity. The Supervisor is authorised to stop further provision of services if he finds that the Supplier has failed to provide them in accordance with the terms of the Agreement, standards and rules of the profession.

11.8. If the Supplier believes that acting in accordance with the Supervisor's orders would cause harm to the Contracting Entity, the Supplier shall immediately warn the Contracting Entity thereof in writing. If the Contracting Entity gives a written response confirming that the Supervisor's order is to be executed, the Supplier

shall execute the order, in which case the liability for any potential losses arising therefrom shall be transferred to the Contracting Entity.

11.9. If during the provision of services the Supplier determines, outside of the scope of the Supervisor's order, that the service should be provided in some other manner, that part of contracted services should not be provided or that additional services not covered by the Agreement/Purchase Order should be provided for the purpose of providing best-quality services or preventing potential damage, it shall immediately notify the Supervisor thereof in writing and without delay request the Contracting Entity's written statement on such matters. If the Supplier fails to do so, it shall be liable to the Contracting Entity for any and all damage incurred. The Contracting Entity shall be entitled to change the Supervisor at any moment, and it shall notify the Supplier thereof in writing within an appropriate time limit.

12 Quality of goods/services delivered, transfer of risks, ownership over goods

12.1. By accepting these General Terms and Conditions, the Supplier guarantees that the goods and/or services which are the subject matter of the Purchase Order/Agreement shall be delivered/provided with the due care of a good expert and in compliance with all applicable standards and rules of the profession as well as with all laws and subordinate legislation.

12.2. Risk of accidental loss of or damage to the goods shall be transferred from the Supplier to the Contracting Entity upon successful, proper and complete takeover of the goods under the specified terms of delivery. Ownership over goods shall be transferred to the Contracting Entity at the moment of takeover and signing of the minutes/dispatch note/delivery note or any other takeover-related document.

12.3. The Contracting Entity acts under the assumption that the goods delivered and services provided by the Supplier based on the Purchase Order/Agreement are environmentally sound, i.e. that they are in compliance with the applicable legislation and other generally accepted standards.

12.4. With legally binding effects, the Supplier is obligated to declare that it or the manufacturer or the seller participate in an authorised system of collection or recycling of used packaging.

12.5. Documents related to goods delivery or service provision, such as plans, designs, models and developed software systems shall become the property of the Contracting Entity even in the event of cancellation of the Purchase Order/Agreement and shall be handed over to the Contracting Entity at its request.

13 Intellectual property/copyright

13.1. The Supplier guarantees to the Contracting Entity that the item delivered under the Purchase Order/Agreement shall not be in violation of any copyright, patents, brands or any other intellectual property right or any third-party rights. In the event of any violation of the above statement, the Supplier shall compensate the Contracting Entity for any and all loss incurred. The Supplier shall provide to the Contracting Entity full judicial and non-judicial redress in relation with third-party claims. The Supplier shall, at its own expense, initiate negotiations with the third party for the purpose of reaching a settlement regarding the claim and requests of the third party in relation with the alleged violation of third-party rights. In the event that the Contracting Entity is obligated to compensate third parties pursuant to final court judgments due to a violation of third-party rights, the Supplier undertakes to fully compensate the Contracting Entity for any and all amounts paid for that purpose.

13.2. Contracting Parties agree that all copyright and other intellectual property rights to all original works, inventions, patents, industrial designs, trademarks and other works and intellectual creations created in the

relationship between the Contracting Entity and the Supplier based on a Purchase Order/Agreement, regardless of whether they are registered or not, shall belong to the Contracting Entity with no limitations in regard to content, time and location.

13.3. The Supplier explicitly waives all copyright and other intellectual property rights to all original works, inventions, patents, industrial designs, trademarks and other works and intellectual creations created in the relationship between the Contracting Entity and the Supplier based on a Purchase Order/Agreement. The Supplier likewise waives any right to national and/or international registration of any intellectual property right for works created in the relationship between the Contracting Entity and the Supplier based on a Purchase Order/Agreement and during the term of such relationship.

13.4. In case of any national or international registration of any intellectual property right by the Supplier for any works created in the relationship between the Contracting Parties based on a Purchase Order/Agreement and during the term of such relationship, the Supplier explicitly transfers all such intellectual property rights to the Contracting Entity by signing the Agreement or by accepting the Purchase Order.

13.5. The Supplier explicitly undertakes to cooperate with the Contracting Entity as much as possible, with the aim of efficient protection of all intellectual property rights of any kind. It also undertakes to notify the Contracting Entity without delay of any actual or threatened violation of intellectual property rights in regard to any work created in the relationship between the Contracting Parties and during the term of such relationship, regardless of the manner in which it learns of such violation. If the Supplier fails to do so, it undertakes to compensate the Contracting Entity for any and all losses and expenses that it may incur as a result of such violation of intellectual property rights.

14 Liability of the Supplier

14.1. The Supplier shall fully compensate the Contracting Entity for any losses, including lost profits and any and all consequential damage related thereto, incurred by the Contracting Entity due to the failure of the Supplier to comply with any of the terms pursuant to the Agreement/Purchase Order, in particular for any and all losses and liabilities due to a physical injury, property damage and third-party claims resulting from deficient goods/services or a violation of any other warranty provided by the Supplier.

14.2. Any goods delivered to the Contracting Entity that do not comply with the Purchase Order/Agreement may be returned by the Contracting Entity to the Supplier without affecting any other contractual or legal rights of the Contracting Entity. The Contracting Entity may request a refund of the price paid and the replacement of goods with deficiencies by other goods that are free of any deficiencies and are compliant with the Purchase Order/Agreement, or the purchase price may be reduced in proportion to the deficiencies. At the request of the Contracting Entity, the Supplier shall remove such goods at its own risk and expense, without delay. The Supplier shall compensate any and all costs incurred by the Contracting Entity in relation with the inspection, dispatch and handling of the goods not complying with the Agreement or Purchase Order.

14.3. If there are any goods that a competent authority has found deficient in terms of health and safety-related characteristics, regarding which an official warning has been sent or published, the Contracting Entity shall be authorised to return such goods. The Supplier agrees that the Contracting Entity shall be authorised to return such goods within one month of receiving such warning. In the above case, without undermining any other right of the Contracting Entity, the Supplier undertakes to refund to the Contracting Entity all amounts paid by the Contracting Entity for such goods immediately, and no later than 3 (three) business days after receiving the notice of said return of goods.

14.4. The Contracting Parties agree that Contracting Entity's right to return the goods to the Supplier shall not be conditional upon the goods being in the original packaging.

14.5. The Supplier hereby agrees and assumes the obligation that, if a third party incurs any loss or violation due to deficient goods delivered and/or services provided by the Supplier, the Supplier shall assume the liability toward such third party and compensate it for any and all losses or for any other claims of the third party against the Contracting Entity as a result of the above. It likewise undertakes to participate in any civil or other procedure initiated by the third party against the Contracting Entity for enforcing such claim instead of the Contracting Entity.

14.6. Prior to concluding the Agreement, the Supplier is obligated to notify the Contracting Entity in writing of the installation requirements (particularly the location, electricity supply, air conditioning, cables, etc.) as well as of any other cooperation required of the Contracting Entity for the purpose of performing the Agreement. If the Supplier does not inspect the premises, the conditions at the premises shall be deemed accepted and the Supplier shall be liable for any and all costs incurred or losses arising therefrom.

15 Declaration/warranty

15.1. The Supplier explicitly and irrevocably declares and guarantees the following:

- Goods will be delivered and services provided in accordance with the time limit, type, price, quantity and quality, as well as in accordance with the terms of the Agreement/Purchase Order;
- All decisions, authorisations or consents required for the conclusion and/or performance of the Agreement/Purchase Order based on regulations or the Supplier's documents exist, are final and are valid in their entirety;
- The Supplier has all rights and authorisations required for concluding the Agreement or accepting the Purchase Order, as well as for fulfilling any and all obligations assumed in the Agreement/Purchase Order. It explicitly guarantees and confirms that it is authorised to deliver all goods and/or provide all services without violation of any regulations or rights of any third party (or if there are any limitations, that there is a valid waiver of rights in regard to such limitation);
- There are no and shall be no other rights and/or encumbrances of third parties on the delivered goods excluding, limiting, diminishing or in any other way preventing the Contracting Entity from acquiring the full extent of all rights belonging to it based on the delivered goods;
- Goods or services shall fully match the description and shall be appropriate in every way for the purpose explicitly indicated by the Contracting Entity, and they shall be of a satisfactory quality;
- The goods shall have no deficiencies in the design, material, manufacture and performance and shall not contain or upload to any equipment or system of the Contracting Entity computer viruses of any kind and/or other software destroying, interfering with or damaging the Contracting Entity's system;
- Goods and/or services, as well as all intellectual property of the Supplier or of third parties placed at the Contracting Entity's disposal in accordance with the Agreement/Purchase Order does not and shall not violate any patent, copyright, trademark, business secret or any right of ownership of a third party;
- Delivery of goods and/or provision of services shall comply with all applicable laws, legal requirements and legislation;
- That it shall acquire any permits, consents, licences and authorisations required for fulfilling the obligations toward the Contracting Entity, all in accordance with the Agreement/Purchase Order;
- That no court, administrative, arbitration or other proceedings have been initiated or may be initiated against the Supplier, against members of its management or supervisory board, the outcome of which may have a negative effect on the Supplier's ability to fulfil the obligations assumed in the Agreement/Purchase Order;

- The Agreement and accompanying documents have been validly signed/confirmed by the Supplier's legal representatives or by persons authorised for representation by the Supplier based on a power of attorney or otherwise, and they represent fully legal, binding and valid documents;
- In case it learns of any fact that may in any way bring about a significantly different situation than the one guaranteed in these General Terms and Conditions, the Supplier shall notify the Contracting Entity of the occurrence of such circumstance without delay, and no later than within 3 (three) business days. Such change of circumstances shall not release the Supplier from earlier guarantees.

15.2. The Supplier explicitly and irrevocably guarantees that the goods delivered are new and unused, fulfil the intended purpose and do not have any defects or deficiencies originating in the sketches, materials, manufacture, installation or any other procedure or omission in the manufacture that might be revealed during normal use of the goods. The warranty period for the goods or services indicated in the Bid shall start at the moment of successful, proper and complete takeover of goods or provision of services to the Contracting Entity. If any deficiencies are found during the warranty period, the Supplier shall remedy the deficiency in a subsequent appropriate time limit given for that purpose by the Contracting Entity and in the manner defined in the Agreement. In this case, the warranty period shall be extended for the time required to remedy the deficiencies.

15.3. If the deficiencies cannot be remedied, the Supplier shall deliver new goods or provide new services and in that case, the warranty period shall reset and start from the date of takeover of new goods or provision of new services. The Contracting Entity shall notify the Supplier of the deficiencies in writing and in accordance with the applicable statutory time limits.

15.4. The costs of remedying the deficiencies and delivering new goods/services shall be borne by the Supplier.

15.5. If after receiving the notice the Supplier fails to remedy the deficiency within the appropriate time limit given by the Contracting Entity, the Contracting Entity may take any necessary actions to remedy the deficiencies at the risk and expense of the Supplier.

15.6. In cases when the Supplier is not also the manufacturer of the goods, the Supplier shall obtain the manufacturer's full warranty. The Supplier shall co-sign the warranty with the manufacturer and be jointly liable with the manufacturer for the obligations arising from said warranty.

15.7. The Contracting Entity shall reserve the right to receive compensation for any and all loss incurred.

16 Late delivery and penalties

16.1. In the event of a delay in delivery of goods/provision of services or improper fulfilment of a contractual obligation by the Supplier, the Contracting Entity shall calculate and charge a contractual penalty to the Supplier and/or terminate the Agreement and/or seek compensation for the loss.

16.2. The contractual penalty for a delay in delivery of goods/provision of services or improper fulfilment of an obligation shall be at least 0.2% (zero point two percent) of the total contracted value of the Purchase Order/Agreement per day of delay up to a maximum of 10% (ten percent) of the total contracted value of the Purchase Order/Agreement, unless agreed otherwise. The amount of compensation for any other loss that the Contracting Entity may incur is not regulated by these General Terms, and the Contracting Entity reserves the right to request the difference up to the full compensation.

17 Force majeure

17.1. Contracting Parties shall not be liable for non-fulfilment of the Agreement or for a delay in the fulfilment thereof if they have been prevented from fulfilling the assumed obligations due to force majeure. Force majeure shall mean any event in which the fulfilment of a contractual obligation of one Party becomes impossible due to extraordinary, external and unforeseeable events occurring after the delivery of a Purchase Order or conclusion of the Agreement that the Party could not foresee, prevent, avoid or eliminate and for which neither Party is liable. If the fulfilment of a contractual obligation of one Party has become impossible, the obligations of the other Party and the obligations under the Purchase Order/Agreement shall also terminate.

17.2. If the fulfilment of an obligation of one Party becomes fully or partially impossible, such Party shall be obligated to immediately notify the other Party of the occurrence and cessation of such event verbally (by phone) no later than within 24 hours (twenty-four hours), with a subsequent written confirmation (by registered mail or e-mail) no later than within 5 (five) business days of the day of occurrence/cessation of the event. Furthermore, the Party concerned shall also present to the other Party any relevant evidence from which it is possible to establish the occurrence of such event and its consequences, as well as the scope and estimated duration of the inability to fulfil contractual obligations. The Party failing to act as described above shall be liable to the other Party for any loss incurred by the other Party due to the failure to deliver said notice.

17.3. If due to force majeure the Supplier has been unable to fulfil its contractual obligations for more than 30 (thirty) days, or even less if so required by special economic interests, the Contracting Entity shall have the right to terminate the Agreement.

18 Maintaining data confidentiality

18.1. Confidential data means any information, data or document (hereinafter: Confidential Data) related to knowledge, experience (know-how), business secrets, trade, ownership and/or other confidential information including, but not limited to discoveries, ideas, concepts, techniques, designs, specifications, sketches, drawings, tracings, diagrams, models, samples, flowcharts, data, software, disks, floppy disks, tapes, marketing plans and strategies, client names and other client data, and other technical, financial or commercial information and intellectual property of the Contracting Entity, whether in written, oral or any other material or non-material form.

18.2. Confidential data pertaining to the Purchase Order/Agreement and realisation, as well as confidential data pertaining to the other Party and its business operations, which one Party has received or obtained at any moment from the other Party in any way shall be permanently regarded as a business secret, unless otherwise agreed by the Parties. As such, it shall not be disclosed or made available to third parties or used for the purposes exceeding the scope of performance of the Purchase Order/Agreement. The Contracting Entity shall reserve the right to share confidential data pertaining to the Purchase Order/Agreement and its realisation, as well as confidential data pertaining to the other Party and its business operations, which the Contracting Entity has received or obtained at any time from the other Party, with the Contracting Entity's affiliated companies.

18.3. The Contracting Entity may request that the Supplier and all its workers working in positions related to performing the Agreement/Purchase Order sign/conclude a special non-disclosure statement/agreement/contract.

18.4. This obligation to maintain data confidentiality shall not apply to the following data:

Publicly known data or data disclosed to the public subsequently – except in the event that confidential data has been published due to the intent or omission of the Party receiving the data – or data that the Party receiving the data possessed prior to the date of the Purchase Order/Agreement.

Data that the Party receiving the data obtained – from any third party not obligated to maintain confidentiality of such data.

Data published or disclosed in accordance with – the law, stock market regulations or order of some other competent authority to the extent to which such disclosure is required by the law.

18.5. Upon receipt of a written request by the Contracting Entity, the Supplier is obligated to stop using and immediately, at the latest within 3 (three) business days, return to the Contracting Entity or destroy all copies of any confidential data that the Supplier possessed or had control over at that moment. Upon receipt of a written request by the Contracting Entity, the Supplier is obligated to confirm in writing that it has taken all the actions required in accordance with the obligations stipulated under this item.

18.6. The obligation of maintaining data confidentiality shall remain in force in perpetuity after the termination or cancellation of the Agreement/Purchase Order. If the Agreement defines a different term than these General Terms and Conditions, the term defined in the Agreement shall be valid.

18.7. The Party that has made available any confidential information in an unauthorised manner shall be liable to the other Party for any and all loss incurred therefrom.

19 Personal data protection

19.1. Personal data of natural persons (Bidders, Suppliers, legal representatives, authorised signatories, contact persons, Supplier's/Bidder's workers, etc.) is used and processed by the Contracting Entity in a lawful, fair and transparent manner, keeping such personal data secure from unauthorised or unlawful use and applying the highest technical, security and organisational protection measures in accordance with the applicable data protection regulations. Information on personal data processing is available at the moment of collection of data subjects' personal data.

19.2. The Supplier/Bidder hereby guarantees to the Contracting Entity that during the performance of its activities, it shall process the personal data of all data subjects in a lawful, fair and transparent manner, keeping such personal data secure from unauthorised or unlawful use and applying the highest technical, security and organisational protection measures in accordance with the applicable regulations, while at the same time taking into consideration the nature, scope, context and purposes of such processing as well as the risks arising therefrom and affecting the data subjects' rights and obligations, which may be risks of different likelihood and severity.

19.3. Personal data processing performed by the Supplier as the processor on behalf of the Contracting Entity as the controller shall be regulated by virtue of a contract or another legal document in accordance with applicable regulations.

19.4. If the Contracting Entity and the Supplier specify the purposes and methods of processing acting as joint controllers, they shall regulate their mutual rights and obligations with regard to such personal data processing in a transparent manner, by virtue of a contract or another legal document in accordance with applicable regulations.

19.5. The Client's information on the processing of personal data of persons with the Supplier is available when collecting personal data.

20 Corporate social responsibility

The Supplier/Bidder undertakes to comply with corporate social responsibility principles pertaining to the obligation of respecting human and labour rights, environmental protection and anti-corruption measures. Furthermore, the Supplier/Bidder undertakes not to compromise the rights of indigenous communities by its business operations nor to use child or forced labour.

20.1. Human and labour rights

20.1.1. Suppliers/Bidders must ensure the protection of human rights for the workers and treat them with dignity and respect as they are understood by the international community.

20.1.2. Suppliers/Bidders may not discriminate against any worker on the basis of race, colour, age, sex, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, nationality or marital status. Furthermore, Suppliers/Bidders shall not require that workers or potential workers undergo medical examinations that may be used in a discriminatory manner unless required so by the applicable laws or regulations or the need for safety and security in the workplace.

20.1.3. Suppliers/Bidders may not threaten their workers nor subject them to harsh or inhumane treatment, including, but not limited to sexual harassment, mental and physical coercion and verbal abuse.

20.1.4. Suppliers/Bidders may not engage in human trafficking nor use any form of slave, forced, bonded or prison labour. This includes transportation, harbouring, recruitment, transfer or receipt of persons by means of threat, force, coercion, abduction, fraud or payment to a person having control over another person for the purpose of exploitation. All labour must be voluntary and workers must be allowed to freely leave or terminate the employment relationship with observance of a reasonable notice period. Workers may not be required to present an identity document, passport or work permit issued to them by the government as a condition to work.

20.2. Environmental protection

20.2.1. Suppliers of goods and services must be aware of the importance of complying with relevant legal requirements pertaining to environmental protection and the consequences of non-compliance therewith.

20.2.2. The Supplier of goods and services is financially liable for remedying any environmental damage occurring at the Contracting Entity's location due to incidents involving its workers and subsuppliers. Furthermore, the Supplier of goods and services is also liable for any potential legal consequences arising due to omissions or incidents involving its workers and subsuppliers. Suppliers of goods and services shall not discharge any contents into the drains or sewer unless they have obtained a prior written approval of the expert associate for environmental protection. Effusion and other discharges into the environment occurring due to negligence, carelessness or inattentiveness must be immediately reported to the expert associate for environmental protection. Suppliers of goods and services shall ensure an appropriate method of preventing effusions that must be approved by the expert associate for environmental protection. Suppliers of goods and services shall separately collect, store and send all the waste material resulting from works carried out at the Contracting Entity's facilities for final processing to a certified waste processor, as well as keep a record thereof, in accordance with the applicable legal regulations. Suppliers of goods and services shall attempt to decrease the effect of noise, odour and dust at all premises at the Contracting Entity's facilities/business units.

20.3. Anti-corruption clause

20.3.1. The Supplier/Bidder may not, either directly or indirectly, offer, promise or provide benefits or any other advantages (cash, valuable gifts or invitations to events the purpose of which is not primarily business-related,

such as sports events, concerts, theatre plays or other cultural events) to the Contracting Entity's employees and members of executive bodies, including their relatives, or to offer such benefits or advantages through third parties.

20.3.2. In the event of violation of this provision, the Contracting Entity shall be entitled to terminate all existing agreements without notice if a previous written warning has had no effect. In the event of serious violation of this provision, a warning is not required.

20.3.3. Corruption means offering, promising, providing, receiving or lobbying benefits as an incentive for an action that is illegal or represents an abuse of trust and which may cause an economic loss or damage the Contracting Entity's reputation.

20.3.4. During the negotiations on potential business cooperation between the Contracting Entity and the Bidder, it is not allowed to provide information on bid evaluation, price comparison or any other information that may compromise or decrease the competitiveness of the bids.

20.3.5. Any information disclosed by the Contracting Entity in relation with the terms and prices shall not be used to the detriment of the Contracting Entity.

20.3.6. In accordance with the applicable legal regulations, in particular with the competition law, such information may be published only internally.

20.3.7. The Contracting Entity undertakes not to request the Supplier/Bidder to affect the behaviour of its competitors in the market.

20.3.8. If an institution competent for market competition finds that the Supplier has engaged in prohibited competition practices during the term of this Agreement/Purchase Order, the Contracting Entity may terminate the Agreement and claim damages.

20.4. Child labour prevention

20.4.1. The employment of children is prohibited. The minimum age of admission to employment may not be lower than the minimum school-leaving age, without prejudice to such rules as may be more favourable to young people and except for limited derogations. Young people admitted to work must have working conditions appropriate to their age and be protected against economic exploitation and any work likely to harm their safety, health or physical, mental, moral or social development or to interfere with their education.

21 International measures for limiting and preventing money laundering and terrorism financing

21.1. In addition to accepting these General Terms and Conditions, the Supplier/Bidder explicitly and irrevocably declares that it is in no way:

- Subject to international restrictive measures (sanctions);
- Cooperating with subcontractors and using workers who are on relevant lists of persons subject to international restrictive measures (sanctions) imposed by competent national, European, American and/or other international bodies or organisations;
- Purchasing any goods from or using any services provided by natural or legal persons subject to international restrictive measures (sanctions).

21.2. The Supplier/Bidder explicitly declares that it shall not deliver goods that it procures from countries or companies or individuals subject to international restrictive measures (sanctions), that it is fully liable for continuous monitoring and managing its chain of suppliers and that it bears the full costs and liability for the goods delivered or services provided to the Contracting Entity in that regard.

21.3. By accepting these General Terms and Conditions, the Supplier/Bidder explicitly confirms that the Supplier/Bidder, its employees, its subcontractors and its suppliers of products and services are not involved in money laundering and terrorism financing activities.

21.4. If at any time it learns of a change in circumstances indicated in items 21.1., 21.2. and 21.3. of these General Terms and Conditions, the Supplier/Bidder undertakes to notify the Contracting Entity thereof in writing, immediately and without delay, and no later than within 3 (three) business days of the day when it learned of the change in circumstance, with clear description of the changed circumstance.

22 Obligation to apply security measures

22.1. The Supplier is obligated to perform its obligations based on the Purchase Order/Agreement in such a manner that its work, actions or omissions and the work, actions and omissions of its subcontractors do not cause damage including, but not limited to property damage, damage to health or life of persons, business interruption of the Contracting Entity, etc.

22.2. The Supplier shall implement all necessary organisational instructions and measures, particularly with regard to safety and protection of facilities, business partners, working staff, information, packaging and transport for the purpose of ensuring safety in the delivery of goods and provision of services. Goods and services delivered to the Contracting Entity or third parties specified by the Contracting Entity shall be protected by the Supplier from unauthorised access and manipulations. For such delivery of goods and services, the Supplier shall engage only reliable workers and ensure that its potential subcontractors also undertake to implement all appropriate measures.

22.3. If the Supplier fails to fulfil the obligations referred to in items 22.1. and 22.2. due to wrongful conduct, the Contracting Entity shall be entitled to withdraw from procurement and terminate/cancel the Agreement, without prejudice to any other rights. If the violation of an obligation can be remedied, said right may be exercised only after expiry of the appropriate time limit for remedying the violation if the violation has not been remedied.

23 Termination and cancellation of the Agreement

23.1. Each Contracting Party is entitled to terminate the Agreement/Purchase Order if the other Contracting Party violates the terms of the Agreement, as well as the provisions of these General Terms and Conditions, and does not remedy the relevant omissions/violations within a subsequent appropriate time limit defined by the Contracting Party.

23.2. Notification of omission shall be delivered by one Contracting Party to the other Contracting Party in writing, in one of the manners of communication defined in these General Terms and Conditions or in the Agreement. By doing so, the subsequent time limit shall commence. If the Contracting Party that failed to fulfil a contractual obligation does not remedy its omissions/violations in the performance of the Agreement/Purchase Order within the subsequent time limit, the other Contracting Party shall be entitled to terminate the Agreement/Purchase Order, of which it shall be obligated to notify the Contracting Party in the same manner.

23.3. In addition to the provisions of item 23.1. of this Article, the Contracting Entity reserves the right to unilaterally terminate the Agreement/Purchase Order with immediate effect, without defining any additional time limit for fulfilment, in case of the following wrongful conduct of the Supplier which constitutes a gross violation of the Agreement/Purchase Order:

- The Supplier violates the obligation of data confidentiality referred to in these General Terms and Conditions or the Agreement;
- The Supplier's statements, conduct/action or failure to act harms the Contracting Entity's business reputation;
- In case of multiple failures to fulfil contractual obligations (late/improper fulfilment) by the Supplier;
- It arises from the circumstances of the case that the Supplier will not fulfil its contractual obligation during the subsequent time limit or the Supplier declares that it will not fulfil its contractual obligation at all;
- The Supplier goes bankrupt and/or becomes insolvent, or a pre-bankruptcy settlement procedure, bankruptcy proceedings or winding-up proceedings are initiated for the Supplier;
- The Supplier or its authorised person violates the legal regulations or the Contracting Entity's internal regulations regarding the protection of health, safety, the environment and the prevention of money laundering and terrorism financing;
- The Supplier intends to assign a monetary claim and/or transfer its rights/obligations under the Agreement/Purchase Order without the Contracting Entity's written consent;
- The Supplier intends to replace a subsupplier without the Contracting Entity's written consent.

23.4. The Contracting Entity may terminate the Agreement in writing without stating a reason, with a notice period the duration of which is defined in the Agreement or in the Purchase Order. If such notice period is not agreed, it shall be 30 (thirty) days.

23.5. Notice of termination/cancellation of the Agreement shall be delivered to the other Contracting Party by registered mail with proof of delivery, and the notice period shall commence on the date when the registered letter was handed over at the post office.

23.6. In the event of termination of the Agreement in any fashion, the Provider shall deliver all the documents to the Contracting Entity and transfer to the Contracting Entity all the intellectual property rights that had not been transferred to the Contracting Entity prior to the date of termination of the Agreement. The Provider shall also facilitate the appropriate transfer of the know-how in connection with the services provided under the Agreement to the Contracting Entity.

24 Severability clause

24.1. If any provision of the Agreement/General Terms and Conditions or the Purchase Order becomes partially or fully invalid, the remaining provisions of the Agreement/General Terms and Conditions or the Purchase Order shall remain in force. In accordance with the meaning and purpose of the Agreement/General Terms and Conditions or the Purchase Order, invalid provisions shall be replaced by provisions the economic effect of which shall approximate the effect of the invalid provisions as much as legally possible.

24.2. If any provision of the Agreement/General Terms and Conditions or the Purchase Order proves to be legally unenforceable due to its partial or full invalidity, this shall not affect the remaining provisions of the

Agreement/General Terms and Conditions or the Purchase Order and the legally unenforceable provision shall be replaced by an enforceable provision corresponding as much as possible to the original intent of the unenforceable provision.

25 Dispute settlement and applicable laws

25.1. The Parties shall attempt to settle any potential disputes in an amicable manner. If this is not possible, the dispute shall be settled before the court of subject-matter jurisdiction in accordance with the Contracting Entity's head office with application of the law of the Republic of Croatia.

25.2. Any matters not regulated/stipulated in these General Terms and Conditions shall be governed by the Civil Obligations Act.

26 Notices

26.1. All notices shall be made in writing and sent to the Supplier's/Bidder's and Contracting Entity's contact persons agreed upon by the Parties. Notices shall be deemed delivered: (a) when delivered in person or (b) when sent by courier service with written proof of receipt or (c) by registered mail or (d) by electronic mail with a delivery receipt. The Supplier/Bidder shall notify the Contracting Entity in writing of any changes in the contact persons' contact information.

27 Prevailing language

27.1. These General Terms and Conditions have been drawn up in the Croatian and English language. In the event of any discrepancies between the Croatian and English version, the Croatian version shall prevail.

28 Amendments to the General Terms and Conditions

28.1. The Contracting Entity reserves the right to amend these General Terms and Conditions in accordance with the law and subordinate legislation and its business policy.

28.2. In case of amendments to these General Terms and Conditions, the amended General Terms and Conditions shall apply to the Agreements/Purchase Orders concluded/issued after such amendments enter into force.

28.3. If amendments to these General Terms and Conditions are adopted as a result of changes of cogent regulations, the amended General Terms and Conditions shall likewise apply to transactions already in effect.

28.4. Amendments to these General Terms and Conditions shall enter into force and apply upon the expiry of a time limit of 15 (fifteen) days of the day when the amendments were made available. The day when the amendments were made available shall be the first day of their publication on the Contracting Entity's website.

28.5. The Supplier shall be deemed to have accepted the amendments to these General Terms and Conditions if it does not notify the Contracting Entity that it does not accept them prior to the proposed date of their entry into force.

29 Entry into force

These General Terms and Conditions shall enter into force and apply as of the date of their adoption.



Member of the Management Board