

## GENERAL PURCHASING TERMS AND CONDITIONS

### InterCal Croatia d.o.o.

**InterCal Croatia d.o.o.** (hereinafter referred to as: the "**Client**") strives for a partnership-based relationship with suppliers and attaches great importance to the fulfilment of the concluded agreements in accordance with the contractual provisions. In this sense, the following terms and conditions are applicable, which form the basis for the business transactions between the Supplier and the Client, hereinafter also collectively referred to as: the "**Parties**".

Only the following terms and conditions shall apply, unless expressly stipulated otherwise in writing. Deviations from the agreement, in particular by sending different terms and conditions of sale, must be expressly recognised in writing by the Client in order to be legally valid. If there is no express confirmation of deviating terms and conditions then they shall be rejected. In particular, any restriction of the warranty and compensation obligations of the Supplier shall be deemed to be ineffective.

#### **1. ORDERS**

Orders are placed in writing. A copy of the order and any supplements must immediately be signed by the Supplier and sent to the Client in the form of an order confirmation, by email or by post, or be rejected in writing within seven days, otherwise the order shall be deemed to have been accepted in full. Changes to the order confirmation compared to the order from the Client shall only become part of the agreement with the written countersignature of the Client.

#### **2. TRANSFER OF THE ORDER**

If the order is transferred by the Supplier to a third party then the Supplier is required to inform the Client accordingly in advance. The Client is entitled to prohibit the transfer of the order within two working days. If the order is to be transferred to a third party then the Supplier shall be required to impose these General Purchasing terms and Conditions on the third party and the third party shall be required to provide to the Client its acceptance of the same in written latest within two working days. The transfer of the order is valid only after all of the above stated conditions for transfer of the order are fully met.

#### **3. PRICES, DELIVERY AND PAYMENT TERMS**

The prices quoted in the order are fixed prices. Delivery and payment terms can be found in the order.

The date of receipt of the invoice shall be decisive for the start of any payment term; if the goods are received later then the date of receipt of the goods shall be decisive.

Unless stipulated otherwise in writing, the Client shall pay the purchase price or fee within 45 days subject to a 3% discount or within 90 days, calculated from receipt of the invoice and all delivery documents, and in accordance with the provisions of the Value Added Tax Act. Payment does not constitute recognition of the correctness of the delivery and therefore does not constitute a waiver of any claims arising from defects in relation to fulfilment or warranty or compensation.

The prices are understood to be delivered to the destination of the Client or DPU including customs clearance in accordance with the INCOTERMS in the version applicable at the time the agreement is concluded.

The Client shall be entitled to rights of set-off and retention to the extent permitted by law. The claims arising from the invoices of the Supplier may only be assigned with the prior written consent of the Client.

#### **4. ACCEPTANCE OF GOODS**

The place of fulfilment for the deliveries and/or services is the location specified by the Client (in particular the location specified in the order) or at the premises of the Client.

The factory or company-related delivery and goods acceptance times must be strictly adhered to. These delivery times can be found in the order.

## **5. ACCOMPANYING DOCUMENTS**

Each delivery must be accompanied by a delivery note - stating the order number - and the shipping documents.

For all products for which safety data sheets, test and works certificates, operating instructions, technical data sheets, descriptions, documentation or hazard warnings, legally required certificates, manufacturer's or conformity declarations, proof of obtaining or awarding test or standard marks are prescribed, they are part of the scope of delivery and services. All the said documents must be submitted in Croatian and English together with the goods/services.

In the event of delivery without complete accompanying documents, the delivery shall be deemed not to fulfil the order and shall be returned at the risk and expense of the Supplier or shall temporarily be stored at the expense and the risk of the Supplier.

## **6. STANDARD TERMS OF DELIVERY**

The purchased goods are deemed to be a debt to be discharged at the place of delivery. By default, the delivery is DPU (INCOTERMS 2020). The Supplier shall bear the costs and risks of transport incurred in connection with the transport of the goods to and unloading at the specified destination and shall be responsible for import and export, including the payment of import duties. If it is not possible for the Supplier to organise unloading at the destination then it must forthwith inform the Client accordingly and, as the occasion arises, the delivery must take place DDP (in accordance with INCOTERMS 2020).

Once the goods have been unloaded (in the case of DPU) or released for unloading (in the case of DDP), any risks associated with the goods are transferred to the Client.

## **7. DELIVERY PERIODS**

The delivery date stipulated in writing is to be understood as a fixed date and shall be deemed to be binding. The Client must forthwith be informed of any foreseeable delays. Upon expiration of the fixed date, the agreement shall be considered terminated, unless the Client informs the Supplier that fulfilment of the obligation is required within additional reasonable period. If the fulfilment is not fully completed even within additional reasonable period, the Client is entitled to terminate the agreement either in whole or in part. Without prejudice to the aforementioned, the provisions set forth in the article 363 and 364 of the Croatian Civil Obligations Act (ZOO; OG No. 35/05, 41/08, 125/11, 78/15, 29/18, 126/21, 114/22, 156/22 and 155/23) are applicable.

Furthermore, in the event of imminent danger, the Client shall be entitled, without having to grant a grace period, to have the deliveries and/or services not yet provided by the Supplier carried out by a third party at the risk and the expense of the Supplier.

The timeliness of deliveries/services is determined by the receipt of the ordered goods/services at their destination. Partial deliveries or partial services require the prior written consent of the Client.

## **8. GUARANTEE AND LIABILITY**

The Supplier guarantees the contractually compliant and defect-free delivery of goods and services of which the properties correspond to the state of the art in science and technology, in particular safety technology, at the time the order is placed, and in any case to the technical standards and the applicable safety regulations as well as the Occupational Health and Safety Act (OG No. 71/14, 118/14, 154/14, 94/18 and 96/18), Act on General Products Safety (OG No. 30/09, 139/10, 14/14, 32/19), the GHS, the regulations for electrical engineering applicable in Croatia and the relevant information in brochure materials or other documents on which the delivery/service in question is based. Compliance must be documented in the form of a manufacturer's guarantee or a declaration of conformity (CE marking).

The above Supplier's guarantee, and without prejudice to the obligations of the Supplier prescribed by the Croatian statutory provisions for material and legal defects, represents the commercial warranty as regulated by the relevant provisions of the Croatian Civil Obligations Act (ZOO) whereby the Client's only obligation is to inform the Supplier within the guarantee period about noncompliance or defects of delivered goods and services. Application of the provisions of the article 406 (notification of defects) and article 404 (hidden defects) of the Croatian Civil Obligations Act (ZOO) are expressly excluded for this warranty. The Client is therefore not required to disclose defects and any further obligations of the Client to disclose defects and/or to investigate are hereby expressly excluded.

Acceptance of the goods shall only take place at the time the goods are used or put into service (but no later than 3 months after delivery). The warranty period only commences from this point in time. Any defects discovered shall be notified within 14 (fourteen) days of discovery.

The Supplier warrants against defects within the scope of the Croatian statutory provisions. The Supplier shall assume complete warranty for the provision of services in accordance with the order. The warranty period amounts to 36 months from delivery of the goods/services at the stipulated destination.

Exclusions of liability as well as limitations of liability of the Supplier, in particular from the provisions relating to warranty or damages, are not accepted.

If the Supplier does not fulfil its obligations to remedy the defects (by means of repairs, adjustments, additions and/or activities) within a technically reasonable period (amounting to a maximum of 10 working days) after receipt of the complaint then the Client may, irrespective of its other rights, remedy the defects found or have them remedied at the risk and expense of the Supplier, without prejudice to the obligations of the Supplier, on its own initiative or by third parties. The remedy of defects does not release the Supplier from its responsibility.

In the event of defects of which the remedy cannot be delayed (in particular in the event of imminent danger), the Client shall be entitled either to rectify the defects itself or to have them rectified by an authorised third party, informing the Supplier in due time, and at the risk and expense of the Supplier. The remedy of defects does not release the Supplier from its responsibility.

## **9. PRODUCT LIABILITY AND INSURANCE**

The provisions of the Croatian Civil Obligations Act (ZOO) in the version applicable at the time the agreement is concluded are applicable. The Supplier shall indemnify and hold the Client harmless from and against any recourse claims that third parties may assert against the Client on the grounds of "product liability" within the meaning of the said Act.

If a recall action is caused by the defectiveness of the products delivered by the Supplier, then the Supplier shall reimburse the Client for any and all costs incurred in connection therewith.

The Supplier commits to take out and maintain product liability insurance with sufficient cover for personal injury or property damage corresponding to the scope of the business operations and to, on demand, provide evidence of the same to the Client. If the Client is entitled to further claims for damages, then they shall remain in full force and effect.

At the request of the Client, the Supplier is required to inform the Client who the manufacturer of the products is and who has placed the products on the market. In the event of foreign products, the Supplier must also state the country of origin and the importer. If a claim is asserted against the Client under the Croatian Civil Obligations Act (ZOO) or other national regulations of the country of destination of the goods due to the defectiveness of the delivered goods then the Supplier shall be required to indemnify and hold the Client harmless.

If a third party asserts claims against the Client based on industrial property rights, copyright, trademark or design protection, then the Client shall forthwith inform the Supplier accordingly in full. The Supplier shall fully indemnify and hold harmless the Client against and for the said damages and guarantee the Client unrestricted use of the delivered goods.

## **10. FORCE MAJEURE**

Cases of force majeure (e.g., war, natural disasters, strikes, epidemics, pandemics, including Covid-19, official measures), which prevent the parties from fulfilling their obligations under this Agreement in whole or in part, shall release both parties accordingly from the fulfilment of this Agreement in whole or in part, until the force majeure ceases. The Party affected by the force majeure shall immediately notify the other Party thereof.

In the event of an occurrence of force majeure, the delivery of products can be suspended for the duration of the force majeure and the stipulated delivery periods shall be extended.

If the occurrence of force majeure lasts longer than forty (40) working days then the Client shall be entitled to cancel any order affected by the force majeure.

## **11. ANTI-CORRUPTION, UNAUTHORISED COMMISSIONS; ANTI-KICK-BACK**

The Parties are committed to fair business practices and reject any and all forms of corruption and bribery. Based on this common understanding, the Parties commit to strictly adhere to their relevant internal compliance regulations and the statutory anti-corruption provisions. Accordingly, in connection with the conclusion of the agreement, the contractual relationship and the implementation of the agreement, the Parties and their employees specifically commit to not offer, promise or guarantee any unauthorised benefits of any kind whatsoever, or to demand that they be promised or accept any such benefits. The Parties expect that third parties they rely on for the implementation of the agreement shall equally act accordingly.

The Parties stipulate that no commission payments are made in the context of their business relationship.

The parties also agree that no KICK-BACK payments of any kind shall be made to employees of the Parties or their related parties and relatives within the scope of their business relationship.

## **12. SUPPLIER CODE**

Integrity and compliance are of particular importance to the Client. The Client also attaches considerable importance to social responsibility in the context of corporate activities. Having said this, the Supplier commits to take all necessary measures to avoid corruption and other criminal offences and to comply with the standards set forth in the Supplier Code of the Client - available at <https://www.intercal.hr/catalog/hr/code-of-conduct/>.

## **13. SANCTIONS/EMBARGOES**

The Supplier confirms that it is not listed on any sanctions list worldwide at the time of signing of the agreement and that there are no embargoes against it. If sanctions or embargoes are imposed on the Supplier during the business relationship, then the Client must forthwith be informed accordingly and it is agreed that the contractual relationship may unilaterally be rescinded by the Client with immediate effect.

## **14. CONFIDENTIALITY**

Any and all information must be treated as confidential without restriction both during and after termination of the contractual relationship and no information, documents, records, drawings, sketches or other documentation can be passed on or otherwise made accessible to third parties without the express consent of the Client. The Client shall also treat any and all documents of the Supplier confidentially.

## **15. SAFETY AND ENVIRONMENTAL PROTECTION**

The Supplier commits to comply with the relevant statutory regulations on the treatment of employees, environmental protection, and occupational safety and to work to minimise the adverse effects of its business operations on people and the environment. The Supplier shall take note of the regulations of the Client regarding occupational safety, fire protection, and environmental protection and they shall form an integral part of the contractual relationship.

## **16. GDPR**

The Client processes the personal data relating to the Supplier for the fulfilment of the agreement or for the implementation of pre-contractual measures. Without the said data, the Client cannot conclude or fulfil the agreement with the Supplier.

In order to fulfil the aforementioned purposes, it is necessary to pass on the personal data of the Supplier to internal and external service providers (authorities and public bodies, banks, insurance companies, transport and delivery service providers). The aforementioned third parties are commissioned by the Client as processors within the meaning of article 28 of the GDPR and are required to guarantee data security in accordance with articles 24 and 32 of the GDPR.

The data of the Supplier shall only be processed within the EU.

The Client shall exclusively save the personal data of the Supplier within the scope of legal obligations.

Every Supplier who discloses personal data to the Client, is entitled to information pursuant to articles 12 and 13 of the GDPR, access pursuant to article 15 of the GDPR, and rectification or erasure of personal data and restriction of processing pursuant to the GDPR. In the event of a complaint, the Supplier can contact the competent authority. The email address [privacy@wietersdorfer.com](mailto:privacy@wietersdorfer.com) was set up at the Client to comply with the data subject rights of the Supplier.

## **17. APPLICABLE LAW; PLACE OF JURISDICTION**

Croatian law is applicable with the exclusion of the UN Convention on Contracts for the International Sale of Goods and other conflict of law rules.

The place of jurisdiction shall exclusively be the court having subject-matter and local jurisdiction over the registered office of the Client.

**18. SEVERABILITY CLAUSE**

If provisions of these General Purchasing Terms and Conditions are or become invalid or unenforceable, either in whole or in part, or if a loophole is found in these provisions, then the remaining provisions of these General Purchasing Terms and Conditions shall remain in full force and effect. The invalid or unenforceable provisions shall be replaced by the Parties with valid and enforceable provisions that best approach the intended purpose or will of the Parties.

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