

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. SCOPE OF APPLICATION, DEFINITIONS AND HIERARCHY OF CONTRACTUAL DOCUMENTS

1.1. These General Terms and Conditions of Sale and Delivery (hereinafter: the General Terms) govern all offers, order confirmations, deliveries of goods, provision of services, and all other business and contractual relationships of Horex Trade d.o.o. (hereinafter: the Supplier) with buyers, ordering parties and other recipients of goods and/or services (hereinafter: the Buyer), exclusively within the scope of B2B business relationships.

1.2. These General Terms shall apply to all present and future individual transactions, deliveries, services and other business relationships between the Supplier and the Buyer, even when they are not expressly re-delivered, attached or referred to in a particular case, provided that they were previously delivered, published or otherwise made available to the Buyer.

1.3. The Buyer shall be deemed to have accepted these General Terms by:

- a) submitting an inquiry, purchase order or request for quotation;
- b) accepting the Supplier's offer or order confirmation;
- c) taking delivery of the goods;
- d) making payment or partial payment; or
- e) continuing the business relationship with the Supplier after these General Terms have been delivered or otherwise made available to the Buyer.

1.4. These General Terms shall prevail over any and all purchase terms and conditions, forms, standard clauses, reservations, statements or other documents of the Buyer, even if the Supplier does not expressly comment on them or object to them. Any application of the Buyer's terms and conditions is excluded unless expressly accepted by the Supplier in writing.

1.5. In the event of any inconsistency between individual contractual documents, the following order of precedence shall apply to the legal relationship between the Supplier and the Buyer:

- a) a separate written agreement signed by both parties;
- b) the Supplier's written order confirmation;
- c) the Supplier's separate written offer, if expressly accepted;
- d) these General Terms;
- e) the non-mandatory provisions of the applicable law.

1.6. For the purposes of these General Terms: Supplier means Horex Trade d.o.o., regardless of whether it acts as seller, supplier, distributor, intermediary, delivery organizer or service provider; Buyer means any legal entity or natural person acting within the scope of a registered business, trade, profession or other economic activity that enters into a business relationship with the Supplier for the procurement of goods and/or services; Goods means any product, material, semi-finished product, equipment, assembly, accessory or other movable item that is the subject of an offer, order or delivery; Services means all ancillary, supporting, logistical, advisory, administrative, organizational or other services provided by the Supplier together with the goods or independently; Contract means any individual legal transaction concluded between the Supplier and the Buyer, including an offer accepted by the Buyer, a confirmed purchase order, a framework agreement, an individual purchase order or any other legally binding arrangement; Written form includes communication by e-mail and other electronic means of communication

that allow the content to be stored in a durable medium, unless a stricter form has been expressly agreed for a particular case.

1.7. References to Incoterms rules shall mean exclusively Incoterms® 2020 of the International Chamber of Commerce (ICC), unless the Supplier and the Buyer expressly agree otherwise in writing.

1.8. If any provision of these General Terms is null and void, invalid, unenforceable or inapplicable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions. In such case, the relevant provision shall be replaced by a lawful and enforceable provision that, in its economic purpose and legal effect, corresponds as closely as possible to the original intent.

1.9. The Supplier reserves the right to amend and supplement these General Terms at any time. The version of the General Terms valid and available at the time of conclusion of the specific Contract shall apply to the individual contractual relationship, unless the parties expressly agree otherwise.

1.10. The Buyer confirms that, prior to concluding the Contract, it had the opportunity to familiarize itself with the contents of these General Terms, that they are understandable to it, and that it accepts them as an integral part of each individual contractual relationship with the Supplier.

2. CONCLUSION OF CONTRACTS, OFFERS AND ORDER CONFIRMATIONS

2.1. All offers, price lists, technical data, descriptions of goods, catalogues, specifications, drawings, samples, marketing materials, website presentations and other information provided by the Supplier are for information purposes only and shall not be binding upon the Supplier unless they expressly state that they are binding and specify a clearly defined period of validity.

2.2. A Contract shall be deemed concluded exclusively when the Supplier:

- a) issues a written order confirmation; or
- b) otherwise expressly accepts the Buyer's offer or purchase order in writing; or
- c) commences performance of the order, delivery of the goods or provision of the agreed service.

2.3. The Buyer's purchase order shall be deemed an offer addressed to the Supplier. The Supplier shall not be obliged to accept the Buyer's purchase order, in whole or in part, nor shall it be required to state reasons for rejecting it.

2.4. The Buyer shall be responsible for the accuracy, completeness and suitability of all data, specifications, technical requirements, drawings, quantities, dimensions, standards, markings, instructions and other information provided to the Supplier for the purpose of preparing an offer, order confirmation, delivery of goods or provision of services. The Supplier shall not be liable for the consequences of inaccurate, incomplete, unclear or late information provided by the Buyer.

2.5. If the Supplier's order confirmation deviates from the Buyer's inquiry, offer, purchase order, specification or other requirements, the content of the Supplier's order confirmation shall prevail unless the Buyer objects in writing without delay and no later than within 2 working days from its receipt. Upon expiry of the aforesaid period, the Buyer shall be deemed to have accepted the order confirmation in full.

2.6. The Supplier reserves the right to correct obvious typographical, administrative, calculation, technical and other obvious errors in offers, order confirmations, invoices, specifications and other documents, and shall notify the Buyer of such correction without delay.

2.7. If the delivery of goods or performance of services is conditional upon data, documentation, consents, approvals, permits, instruments securing payment, advance payment or any other act of the Buyer, the Supplier's time limits shall not commence until the Buyer has duly and fully fulfilled all such prior conditions.

2.8. Any amendments, supplements, cancellations, postponements or other interventions by the Buyer after conclusion of the Contract shall be binding upon the Supplier only if expressly accepted by the Supplier in writing. In the event of acceptance of such changes, the Supplier reserves the right to adjust the price, delivery times, scope of delivery, logistics conditions and other relevant elements of the Contract.

2.9. If, after conclusion of the Contract, the Buyer withdraws from the order or requests its modification, postponement or suspension, the Supplier shall be entitled to:

- a) claim reimbursement of all costs incurred up to that point;
- b) claim reimbursement of procurement, processing, production, cutting, packaging, transport organization and other preparatory costs;
- c) deliver goods already prepared or procured, where reasonable in view of the nature of the transaction; and/or
- d) charge a reasonable cancellation or change fee, without prejudice to its right to claim higher actual damages suffered.

2.10. If the subject matter of the delivery consists of goods not manufactured by the Supplier itself but procured from a specific manufacturer, principal, rolling mill, warehouse, carrier or other supply partner, the conclusion and performance of the Contract shall be subject to the timely and proper possibility of procurement, dispatch and delivery from such source, unless the Supplier has expressly undertaken a different obligation.

2.11. The Supplier shall be entitled to require the Buyer to provide adequate payment security instruments, including, without limitation, advance payment, a bank guarantee, letter of credit, promissory note, blank promissory note, corporate guarantee or other appropriate security, as a condition for conclusion of the Contract or continuation of its performance.

2.12. Communication between the contracting parties by electronic mail, including the sending of offers, purchase orders, order confirmations, specifications, delivery notices, complaints and other statements related to the business relationship, shall be considered a valid form of business communication and evidence of the content of the statement given, unless a stricter form has been expressly agreed for the particular case.

2.13. The Buyer may not transfer the Contract, any individual rights or obligations under the Contract, nor assign any receivables or other rights against the Supplier to third parties without the Supplier's prior express written consent.

2.14. If trade clauses, standards, technical norms, internal requirements of the Buyer or requirements of the end user are relevant for performance of a specific transaction, they shall bind the Supplier only if expressly stated in advance in the purchase order and expressly confirmed by the Supplier in writing.

2.15. The Supplier reserves the right to refuse the conclusion of a Contract or to suspend its conclusion or performance, in particular if:

- a) there is justified doubt regarding the Buyer's creditworthiness or payment discipline;
- b) the Buyer fails to provide the required documentation or security instruments;
- c) the transaction involves disproportionate commercial, operational, regulatory, reputational or logistical risk; or
- d) performance would be contrary to applicable laws, sanctions, export restrictions or compliance rules binding upon the Supplier.

2.16. Standard certificates customarily accompanying the delivered goods in accordance with the Supplier's standard business and market practice shall be delivered to the Buyer automatically through the system to the Buyer's pre-designated e-mail addresses, as a rule upon generation of the delivery note or in connection

with delivery of the goods. Any additional statements, special certificates, special tests, supplementary inspection documentation and other documentation exceeding the standard accompanying delivery documentation must be requested by the Buyer exclusively at the inquiry stage and expressly confirmed by the Supplier in writing. Otherwise, the Supplier shall not be obliged to provide such documentation subsequently or retroactively. For any subsequent or special requests by the Buyer relating to the verification or confirmation of authenticity, certification, re-obtaining, supplementation or special delivery of certificates, inspection certificates, declarations or other accompanying documentation, including communication and coordination with manufacturers, suppliers or other third parties, the Supplier shall be entitled to charge an additional fee based on the scope of the request, the time spent and the actual costs incurred, unless expressly agreed otherwise in writing.

3. PRICES, VALIDITY OF OFFERS AND TERMS OF PAYMENT

3.1. All prices of the Supplier, unless expressly agreed otherwise in writing, are stated in euro (€), exclusive of value added tax (VAT), customs duties, charges, unloading costs, storage costs, special packaging, insurance, certificates, inspection certificates, inspections, controls, banking charges and any other public or private levies or costs, all of which shall be additionally charged to and borne by the Buyer.

3.2. Unless expressly stated otherwise in the offer, order confirmation or other contractual document, prices shall apply only to the specific transaction concerned and shall not create any obligation for the Supplier in respect of future deliveries, offers or orders, even where there is continuity of the business relationship.

3.3. The Supplier's offer shall be binding only for the validity period expressly specified therein. If no validity period is specified, the offer shall be deemed informational and subject to change or confirmation by the Supplier at the time the purchase order is received.

3.4. The Supplier reserves the right to change the agreed price even after conclusion of the Contract to the extent that, after conclusion of the Contract, circumstances arise affecting the cost of procurement, production, processing, transport, insurance, financing, storage, energy, labour, raw materials, exchange rates, public levies, regulatory requirements, import-export restrictions, sanctions or other elements materially affecting the economic basis of the agreed transaction.

3.5. In particular, but without limitation, the Supplier shall be entitled to adjust the price in the event of:

- a) changes in the prices of raw materials, semi-finished products, finished products or stock exchange or market benchmark values;
- b) changes in transport, logistics, transshipment, energy or insurance costs;
- c) changes in exchange rates or financing costs;
- d) changes in taxes, customs duties, fees, parafiscal levies or other mandatory costs;
- e) changes in the Buyer's technical, qualitative, quantitative or documentation requirements;
- f) delays, postponements or other circumstances on the Buyer's side causing additional costs; or
- g) extraordinary disruptions in the market, supply chain or regulatory environment.

3.6. Unless expressly agreed otherwise, the Buyer shall make payment within the period stated on the invoice, without deductions, set-off, withholding, counterclaims or reduction on any grounds whatsoever.

3.7. Payment shall be deemed effected only when the full amount of the due claim has been irrevocably credited to the Supplier's account.

3.8. At any time, before or after conclusion of the Contract, the Supplier shall be entitled to require advance payment, partial advance payment, payment security instruments or other appropriate security if, in its

own reasonable assessment, there is a collection risk, a change in the Buyer's creditworthiness or an increased commercial risk of the transaction.

3.9. If delivery by instalments, staged delivery or successive delivery has been agreed, the Supplier shall be entitled to issue partial or provisional invoices for individual deliveries, stages, quantities or time periods, and each such invoice shall fall due separately and independently of other deliveries or invoices.

3.10. In the event of the Buyer's delay in payment, the Buyer shall owe:

- a) statutory default interest from the due date until the date of payment;
- b) all reminder, collection, legal, judicial and extrajudicial costs and other reasonable costs related to collection;
- c) a fixed compensation and/or other collection cost compensation to the extent permitted by the applicable mandatory law.

3.11. In the event of the Buyer's delay with any due obligation, the Supplier shall be entitled, without prejudice to other rights, to:

- a) suspend further deliveries and/or provision of services; ,
- b) retain goods not yet delivered;
- c) make continuation of delivery conditional upon prior payment or additional security;
- d) declare all other unmatured claims against the Buyer immediately due and payable;
- e) terminate the Contract in whole or in part; and/or
- f) claim full damages.

3.12. All payments made by the Buyer shall first be applied to costs, then to interest, and thereafter to the oldest due principal, unless the Supplier expressly determines a different order of allocation in writing.

3.13. The Buyer shall have no right to set off, suspend payment, withhold due amounts or unilaterally reduce the price due to complaints, alleged defects, counterclaims or other grounds unless such right has been established by a final court decision or expressly acknowledged by the Supplier in writing.

3.14. If the Buyer delays taking over the goods, requests postponement of delivery, fails to provide the required data, documentation or instructions in due time, or if any other delay occurs on the Buyer's side, the Supplier shall be entitled to charge all additional costs thereby incurred, including storage, handling, standstill of the goods, additional transport, insurance, protection of the value of the goods and administrative costs.

3.15. If the agreed price is linked to specific market formulas, indices, quotations, exchange rates, surcharges, raw material costs or other variable elements, invoicing shall be made according to the values applicable on the date specified in the Contract, and if no such date is specified, according to the values applicable on the date of delivery or invoicing, based on the Supplier's reasonable business judgment.

3.16. The granting of discounts, rebates, bonuses, subsequent credits, cash discounts, commercial benefits or other advantages presupposes the Buyer's due and timely performance of all obligations. In the event of delay or any other breach of contract by the Buyer, the Supplier shall be entitled to withhold, revoke or subsequently charge back previously granted advantages.

3.17. If, after conclusion of the Contract, the Buyer's financial standing, liquidity, creditworthiness or payment discipline materially deteriorates, or circumstances arise objectively calling into question the proper performance of its obligations, the Supplier shall be entitled, without delay, to change the terms of payment, require additional security, suspend delivery or terminate the Contract.

3.18. Bank commissions, payment transaction fees, costs of opening, confirming and using letters of credit, guarantee costs, international transfer costs and all other costs related to the execution of payment shall be borne by the Buyer unless expressly agreed otherwise in writing.

3.19. For deliveries subject to the regulations of the Republic of Croatia on electronic invoicing and invoice fiscalization, the Supplier shall issue and deliver invoices in accordance with the applicable regulations, including through an authorized information intermediary where applicable. Unless otherwise agreed or unless special circumstances require otherwise, the invoice shall, as a rule, be delivered electronically following delivery or collection of the goods, within the period resulting from the applicable regulations and the Supplier's operational process.

3.20. For foreign buyers, unless expressly agreed otherwise, invoices shall be delivered electronically in PDF format to the Buyer's designated e-mail addresses for such purpose.

4. DELIVERY, DELIVERY TIMES, PARTIAL DELIVERIES AND TRANSFER OF RISK

4.1. Delivery of goods and/or provision of services shall be performed under the conditions set out in the Contract, the order confirmation, these General Terms and the agreed Incoterms rule. If the delivery term is not expressly agreed in writing, delivery shall be deemed to be made under the term determined by the Supplier, taking into account the nature of the goods, logistical circumstances and business practice.

4.2. Unless expressly and unequivocally agreed in writing to be fixed, all delivery times, dates, periods and schedules stated by the Supplier are merely estimated, indicative and non-binding. Indication of a planned week, month or delivery period shall not constitute an obligation to deliver on an exact date.

4.3. The delivery period shall commence only once all prerequisites for performance of the delivery have been cumulatively fulfilled, in particular:

- a) the conclusion of the Contract or issuance of the order confirmation;
- b) full clarification of all technical, commercial and logistical issues;
- c) timely provision by the Buyer of all data, documentation, drawings, specifications, permits and consents;
- d) fulfilment of any agreed advance payment or payment security obligations;
- e) confirmation of the availability of goods, production, dispatch or the supply chain, where applicable.

4.4. Delivery times shall be extended for the duration of all circumstances beyond the Supplier's control or arising from circumstances on the Buyer's side, including, but not limited to:

- a) delay by the Buyer in providing data, confirmations, instructions or documentation;
- b) the Buyer's requests to modify the goods, quantity, quality, packaging method, delivery term, place or mode of delivery;
- c) impossibility or delay in procurement from a manufacturer, principal, rolling mill, carrier or other supply partner;
- d) interruptions in production, processing, loading, transport, transshipment or unloading;
- e) regulatory, customs, export, import, sanitary, security or other administrative obstacles;
- f) force majeure and other extraordinary circumstances under these General Terms.

4.5. The Supplier shall be entitled to make delivery in reasonable partial deliveries and prior to the agreed or expected date, unless expressly agreed otherwise in writing. Each partial delivery may be invoiced separately and shall be payable separately.

4.6. Usual and technically justified deviations in quantity, weight, dimensions, quality, surface finish, shade, packaging, number of pieces, bundles or other individual units are permissible within the norms, standards,

production tolerances, trade usages and business practice applicable to the goods concerned. Unless expressly agreed otherwise, a deviation in the total quantity of up to $\pm 10\%$ shall be deemed proper performance of the contractual obligation.

4.7. For goods delivered by weight, invoicing and performance shall be based on the actual delivered weight determined at the place of dispatch or according to the Supplier's or manufacturer's documentation, unless expressly agreed otherwise. The number of pieces, bundles or other individual units serves only as auxiliary information unless expressly agreed to be the controlling criterion. In case of doubt, the delivery quantity for invoicing and verification purposes shall be determined by the data contained in the shipping documentation and the weighbridge slip of the manufacturer, warehouse or loading point, unless the Buyer proves otherwise without delay by means of credible documentation.

4.8. At its own cost and risk, the Buyer shall in due time ensure all prerequisites for taking delivery, including access roads, permits, machinery, labour, unloading, storage space, safety conditions and other operational conditions required for proper receipt of the goods.

4.9. If the Buyer fails to take over the goods within the agreed, announced or reasonably expected period, or if delivery or unloading is not possible for reasons attributable to the Buyer, the Supplier shall be entitled, at its own discretion, to:

- a) store the goods at the Buyer's cost and risk;
- b) keep the goods in its own storage or with a third party;
- c) demand immediate payment as if delivery had been duly effected;
- d) postpone further deliveries;
- e) terminate the Contract in whole or in part; and/or
- f) claim reimbursement of all costs and damages arising from the failure to take over the goods.

4.10. The risk of accidental loss, damage, shortage, delay and any other accidental deterioration of the goods shall pass to the Buyer in accordance with the agreed Incoterms rule. If no Incoterms rule has been expressly agreed, the risk shall pass to the Buyer no later than the moment when the goods are placed at the Buyer's disposal, at the disposal of the first carrier or of the person organizing or carrying out transport on behalf of the Buyer.

4.11. If the Buyer is in delay in taking over the goods or if dispatch is postponed for reasons attributable to the Buyer, the risk shall pass to the Buyer at the moment when the goods are ready for dispatch, or when the Buyer is notified that the goods may be collected or are ready for delivery.

4.12. The Supplier shall not be liable for delay in delivery if such delay results from circumstances beyond its reasonable control, acts or omissions of the Buyer, supply chain disruptions, conduct of manufacturers, carriers or other third parties, or circumstances constituting force majeure or other hindrance to delivery under these General Terms.

4.13. If, exceptionally, a fixed delivery deadline has been expressly agreed, the Buyer may exercise rights due to delay only after delivering to the Supplier a written notice to perform and granting the Supplier an appropriate additional period which may not be shorter than 15 working days, unless mandatory law requires otherwise.

4.14. In the event of delay in delivery, the Buyer shall not be entitled to terminate the Contract, claim damages, contractual penalties, penalties for delay, lost profit, compensation for downtime, cover purchase at the Supplier's expense or any other sanction unless such right has been expressly agreed in writing or unless the damage was caused intentionally or by the Supplier's gross negligence, to the extent permitted by the applicable law.

4.15. Where delivery with transport organized by the Supplier has been agreed, the selection of the carrier, route, means of transport, mode of dispatch, partial dispatch, transshipment and protection of the goods during transport shall remain at the Supplier's discretion unless expressly agreed otherwise.

4.16. The Buyer shall bear the costs of unloading, special handling, vehicle waiting time, lack of access, detention of the means of transport, failed delivery attempts, additional handling and all other extra costs arising for reasons on the Buyer's side.

4.17. Signature of a delivery note, CMR, dispatch note, goods receipt note, transport document, warehouse confirmation or any other document evidencing receipt by the Buyer, its employee, carrier, warehouse operator, freight forwarder or other person acting on behalf of the Buyer shall constitute evidence of proper delivery unless the Buyer immediately and specifically records visible defects or shortages in writing.

4.18. Return of goods shall be possible only with the Supplier's prior written approval and under the conditions determined by the Supplier in the specific case. The mere fact that the Buyer has requested a return of goods shall not suspend the due date or the obligation to pay.

4.19. If the Buyer requests special conditions regarding packaging, marking, documentation, inspection, certification, testing, loading, transport or delivery, such conditions shall bind the Supplier only if expressly agreed in advance, and all related additional costs shall be borne by the Buyer unless otherwise agreed.

4.20. Any advisory services, assistance in selecting goods, organization of transport, technical support, coordination with third parties or other ancillary services that may be provided by the Supplier shall not alter the agreed allocation of risk and responsibility unless expressly agreed in writing.

5. FORCE MAJEURE AND OTHER HINDRANCES TO PERFORMANCE

5.1. The Supplier shall not be liable for non-performance, partial performance, delay or impeded performance of its obligations if this is the consequence of circumstances beyond its reasonable control which could not have been foreseen, avoided or removed at the time of conclusion of the Contract, including, but not limited to, cases of force majeure and other serious hindrances to performance.

5.2. Force majeure and other serious hindrances to performance shall in particular include:

- a) war, threat of war, armed conflicts, terrorist acts, sabotage, civil unrest, insurrections and political disturbances;
- b) natural disasters, earthquakes, floods, fires, storms, extreme weather conditions, epidemics, pandemics and other public health crises;
- c) strikes, lockouts, work stoppages, labour shortages, machinery breakdowns, plant failures, energy restrictions and interruptions in the supply of electricity, gas, fuel or water;
- d) disruptions or disturbances in the procurement of raw materials, semi-finished products, finished goods, packaging, spare parts or transport capacities;
- e) disruptions in production, processing, loading, transport, transshipment, storage, unloading, customs clearance or distribution;
- f) measures and decisions of public authorities, sanctions, embargoes, export or import bans, restrictions on the movement of goods, changes in laws and other regulatory requirements;
- g) cyber incidents, hacking attacks, breakdowns of IT and communication systems, network failures or failures of other key infrastructure;
- h) acts or omissions of manufacturers, principals, rolling mills, carriers, freight forwarders, warehouse operators or other third parties on whom the Supplier relies for the performance of the specific transaction, provided that the Supplier could not reasonably prevent or avoid them;

i) any other circumstance that objectively prevents, materially hinders or renders disproportionately burdensome the proper performance of the Supplier's contractual obligations.

5.3. In the event of circumstances referred to in this Section, the Supplier's delivery and other time limits shall automatically be extended for the duration of such circumstances and for an additional reasonable period required for the resumption of orderly performance, without any need for separate approval by the Buyer.

5.4. If the circumstances referred to in this Section temporarily prevent or hinder performance of the Contract, the Supplier shall be entitled to:

- a) postpone delivery or performance of the service;
- b) partially perform the Contract to the extent objectively possible;
- c) alter the sequence, dynamics, place, route, method or organization of delivery;
- d) suspend performance until the hindrance ceases; and/or
- e) terminate the Contract in whole or in part if continuation of performance can no longer reasonably be expected.

5.5. The Supplier shall, as soon as reasonably possible in the circumstances, notify the Buyer of the occurrence and, where possible, the expected duration of the circumstances referred to in this Section. Failure to give, or delay in giving, such notice shall not exclude the Supplier's right to invoke force majeure or other hindrance to performance if the Buyer objectively was or should have been aware of the circumstances that occurred.

5.6. If the circumstances referred to in this Section last longer than 90 days, or if it is already reasonably obvious from the nature and intensity of such circumstances that the Contract will not be capable of performance within the agreed or economically acceptable scope, either party shall be entitled to terminate the Contract with respect to the unperformed part, without liability for damages arising from such termination.

5.7. In the event of postponement, suspension or termination of the Contract due to circumstances referred to in this Section, the Buyer shall be obliged to pay for:

- a) all goods already delivered and services already performed;
- b) all goods already procured, manufactured, processed, cut, prepared or dispatched for the Buyer;
- c) all costs incurred by the Supplier up to that time in connection with the performance of the specific transaction; and
- d) all additional storage, handling, insurance, dispatch, return or delivery reorganization costs arising due to such circumstances, to the extent attributable to the specific transaction.

5.8. The circumstances referred to in this Section shall not entitle the Buyer to damages, contractual penalties, penalties for delay, cover of the cost of substitute procurement, termination without an additional grace period or any other right or sanction against the Supplier, unless the applicable mandatory law expressly provides otherwise.

5.9. If the occurrence of circumstances referred to in this Section materially changes the contractual equilibrium, increases the costs of performance or reduces the possibility of proper procurement or delivery, the Supplier shall be entitled to propose changes to the commercial, logistical or timing conditions of performance. If the Buyer does not accept such adjustment within a reasonable period, the Supplier shall be entitled to withdraw from the unperformed part of the Contract without liability for damages.

5.10. The provisions of this Section shall apply irrespective of whether the circumstances occurred at the Supplier, its suppliers, manufacturers, subcontractors, logistics partners, carriers or other persons

participating in the chain of performance, provided that such circumstances objectively affect the Supplier's ability to duly perform its obligations.

5.11. If performance of the Contract is temporarily impossible only in part or with respect to certain goods, quantities, routes, markets or a particular supplier, the Supplier shall be entitled to limit delivery, perform a partial allocation of available quantities or determine a new mode of performance, taking into account reasonable business interests and its own contractual obligations.

5.12. The Buyer waives the right to argue that the Supplier failed to take all possible measures to prevent or mitigate the consequences of the circumstances referred to in this Section, provided that the Supplier acted with the care of a diligent and reasonable merchant in the given circumstances.

6. INSPECTION OF GOODS, COMPLAINTS AND NON-CONFORMITY

6.1. Immediately upon receipt or collection of the goods, and before any further use, processing, cutting, installation, treatment, resale or other disposition, the Buyer shall carefully inspect the goods with regard to quantity, weight, dimensions, markings, surface condition, visible damage, corrosion, waviness, completeness of delivery, accompanying documentation and other characteristics that can be ascertained by a customary inspection upon receipt of the goods.

6.2. The goods shall be deemed contractually conforming if they correspond to the type, quality, designation and technical characteristics stated in the order confirmation, invoice, delivery note, inspection certificate, certificate or other sales document of the Supplier, applying the relevant European standard (EN) indicated for the relevant item. The EN standard stated in the sales documents shall primarily determine the governing standard and tolerances for the delivered steel products, unless a different standard or a higher quality level has been expressly agreed in writing for a particular transaction.

6.3. Ordinary, technically permissible and normatively acceptable deviations that fall within the limits of the applicable EN standard, production tolerances, trade usages or accepted industry practice shall not constitute a defect, non-conformity or grounds for complaint.

6.4. Complaints regarding visible defects or other deficiencies that could have been identified by a customary inspection upon receipt of the goods, including in particular corrosion, waviness, surface damage, packaging damage, shortages, incorrect markings or other visible deviations, must be submitted by the Buyer to the Supplier in writing no later than 3 days from the date of receipt or collection of the goods.

6.5. Complaints regarding hidden defects, i.e. defects that could not have been identified by a customary inspection upon receipt of the goods, including in particular double lamination and other internal or latent defects, must be submitted by the Buyer to the Supplier in writing no later than 3 months from the date of receipt or collection of the goods.

6.6. Upon expiry of the periods referred to in Clauses 6.4 and 6.5, the Buyer shall be deemed to have inspected and accepted the goods and confirmed their conformity with the Contract, and shall lose the right to raise any objections, complaints, claims for price reduction, replacement of goods, damages or other rights on the grounds of visible or hidden defects, except to the extent that exclusion is not permitted by mandatory law.

6.7. A complaint must be clear and complete and shall contain at least:

- a) the number of the purchase order, invoice, delivery note or other identifying document;
- b) the exact designation of the complained-about item;
- c) the quantity and, where applicable, the number of packages, bundles, pieces or coils;
- d) a detailed description of the alleged defect;

- e) the date of receipt of the goods and the date on which the defect was discovered;
- f) photographs, videos, records, measurements, certificates, findings or other available documentation; and
- g) information as to whether the goods have already been cut, processed, installed, moved, repacked or otherwise put into use.

6.8. A complaint that is not submitted in due time, is not sufficiently specific, is not documented to a reasonable extent, or does not make it possible to identify the goods and the alleged defect, shall not produce legal effect.

6.9. Upon becoming aware of a defect, the Buyer shall immediately cease any further use, processing, treatment, cutting, installation, joining, resale or other disposition of the complained-about goods, to the extent reasonably possible. If the Buyer continues to use or process the goods despite a defect that has been noticed or could reasonably have been identified, the Buyer shall be deemed to have accepted the goods in their existing condition and shall lose any rights that might otherwise arise on that basis.

6.10. The Buyer shall, from the moment of taking delivery and also after submitting a complaint, store the complained goods separately from other goods, clearly marked, in a safe manner and under appropriate and suitable conditions preventing further deterioration, corrosion, contamination, deformation, mechanical damage, mixing with other goods, or loss of the identity of the goods. The Buyer shall bear the risk and responsibility for any deterioration in the condition of the goods after the moment of taking delivery, unless such deterioration is exclusively the consequence of a defect for which the Supplier is responsible.

6.11. The Supplier shall not be obliged to take back, replace or acknowledge complained-about goods if:

- a) the goods have not been preserved under suitable conditions;
- b) after delivery, the goods have been additionally damaged, corroded, deformed, contaminated or otherwise altered for reasons not attributable to the Supplier;
- c) the goods have been processed, cut, installed, joined, painted, coated, repacked or otherwise altered without the Supplier's prior written consent;
- d) it is not possible to reliably determine the identity of the goods or the cause of the alleged defect; or
- e) the Buyer has not allowed the Supplier to duly inspect the goods.

6.12. The Buyer shall allow the Supplier, its employees, authorized representatives, the manufacturer or any expert engaged by the Supplier to inspect the complained-about goods, the relevant documentation, the storage location and all circumstances relevant to assessing the validity of the complaint. At the Supplier's request, the Buyer shall provide samples, allow sampling or allow additional testing.

6.13. Destructive testing, laboratory analyses, metallurgical testing, cutting of samples, third-party expert opinions, expert examinations or any other procedures that irreversibly alter, damage or destroy the goods may be carried out only with the Supplier's prior express written consent, unless delaying such action would manifestly and demonstrably cause irreparable damage. In such case, the Buyer shall, if objectively possible, notify the Supplier without delay before undertaking such action and allow the Supplier to participate in the sampling procedure, inspection or selection of the authorized expert. If the Buyer acts contrary to this provision, the Supplier shall be entitled to reject the complaint in full or reduce its possible liability to the extent that such conduct has prevented it from establishing the relevant facts, the cause of the alleged defect or the identity of the goods.

6.14. Return of complained-about goods shall be possible only with the Supplier's prior written approval and in accordance with the instructions determined by the Supplier. Unilateral return of goods, refusal to accept goods, return without authorization or return of goods at the Supplier's expense without its prior written consent shall not be permitted and shall not create any obligation on the Supplier.

6.15. The burden of proof that the goods were non-conforming at the time of transfer of risk shall lie with the Buyer. The mere appearance of a defect after delivery shall not prove that the defect existed at the time of transfer of risk or that the Supplier is responsible for it.

6.16. The Supplier shall not be liable for defects, damage or non-conformity resulting from:

- a) improper storage, handling, transport, protection or maintenance of the goods after transfer of risk;
- b) improper or inappropriate use of the goods;
- c) processing, treatment, cutting, welding, coating, installation or any other intervention on the goods;
- d) natural wear, ageing, oxidation or corrosion resulting from unsuitable storage conditions;
- e) technical requirements, drawings, instructions or specifications provided by the Buyer;
- f) mixing of the goods with other goods; or
- g) circumstances on the side of third parties after delivery.

6.17. If a complaint proves to be justified, the Supplier shall, at its own option, be entitled to:

- a) remedy the defect;
- b) make a replacement delivery;
- c) grant a proportionate price reduction; or
- d) take back the goods and terminate the Contract with respect to the complained-about part of the delivery, with a refund of the amount paid for that part.

The choice of remedy shall belong exclusively to the Supplier, unless mandatory law expressly provides otherwise.

6.18. The Buyer shall not be entitled, without the Supplier's prior express written consent, to independently organize repair, rework, substitute procurement, return, disposal, testing, expert examination or any other measure at the Supplier's expense. The costs of such independently undertaken measures shall not be borne by the Supplier.

6.19. In the event of a justified complaint, the Supplier shall be liable solely for the direct value of the complained-about goods or the complained-about part of the delivery and only within the limits provided for in these General Terms. The Supplier shall not be liable for dismantling and installation costs, production downtime, processing, treatment, additional transport, lost profit, contractual penalties towards third parties, loss of business opportunity or any consequential or indirect damage, unless such damage was caused intentionally or by the Supplier's gross negligence, to the extent permitted by the applicable law.

6.20. If testing, inspection or any other verification establishes that the complaint is unfounded, or that the cause of the alleged defect is not attributable to the Supplier, the Buyer shall reimburse the Supplier for all reasonable costs of inspection, handling, testing, transport, storage and all other related costs.

6.21. Partial non-conformity of a specific part of the delivery shall not entitle the Buyer to reject the entire delivery, terminate the Contract in full or suspend payment for the undisputed part of the goods.

6.22. If the goods were manufactured, processed or delivered according to the Buyer's specific specification, a sample approved by the Buyer or an end-user requirement transmitted by the Buyer to the Supplier, the Supplier shall be liable only for conformity with such delivered and confirmed specification, but not for the suitability of the goods for a particular purpose, process, project, end use or third-party requirements, unless the Supplier has expressly confirmed such suitability in writing.

6.23. Submission of a complaint shall neither suspend maturity nor release the Buyer from its payment obligation, unless the Supplier expressly confirms otherwise in writing.

7. LIABILITY AND DAMAGES

7.1. The Supplier shall be liable for damages only if the damage was caused intentionally or through its gross negligence, to the extent permitted by the applicable law.

7.2. To the fullest extent permitted by the applicable law, the Supplier's liability for ordinary negligence, loss of profit, loss of revenue, loss of production, business interruption, loss of business opportunity, loss of reputation, product recall costs, substitute procurement costs, contractual penalties and liquidated damages towards third parties, and any consequential, indirect or reflective loss shall be excluded.

7.3. The Supplier's aggregate liability on any basis whatsoever, whether contractual, tortious, statutory or otherwise, shall be limited to the net value of the specific delivery of goods or services to which the event giving rise to liability relates. If the event giving rise to liability relates only to part of a delivery, the Supplier's liability shall be limited to the net value of that part of the delivery.

7.4. In particular, the Supplier shall not be liable for: ž

a) damage caused by improper storage, handling, processing, treatment, cutting, welding, installation or use of the goods;

b) damage caused because the goods are not suitable for a particular purpose not expressly undertaken by the Supplier in writing;

c) damage caused by technical specifications, drawings, samples, instructions or requirements provided by the Buyer or a third party;

d) damage caused by third parties after transfer of risk;

e) damage caused by delay in delivery in the cases provided for in these General Terms;

f) damage caused by force majeure, supply chain disruptions, regulatory measures or other circumstances beyond the Supplier's reasonable control.

7.5. The Buyer shall take all reasonable measures to prevent and mitigate damage. The Supplier shall not be liable for that portion of the damage which could have been avoided by reasonable conduct on the part of the Buyer.

7.6. If any third party asserts any claim against the Buyer in connection with the Supplier's goods or services, the Buyer shall notify the Supplier thereof in writing without delay and allow the Supplier to participate in the defence, response, negotiations and conduct of the proceedings. Failing this, the Supplier shall not be liable for any adverse consequences of the Buyer's conduct.

7.7. Without the Supplier's prior written consent, the Buyer shall have no right to acknowledge a third-party claim, enter into a settlement, make any admission of liability, withdraw an objection, carry out a return, product recall or substitute procurement at the Supplier's expense.

7.8. If the Buyer is exposed to claims by third parties due to the properties of the goods, the Buyer may assert recourse or other claims against the Supplier only to the extent that the Supplier's liability has been clearly established and only within the limits of liability provided for in these General Terms and the applicable mandatory law.

7.9. To the fullest extent permitted by the applicable law, the Supplier's liability for damage to other things, property, processes or products of the Buyer arising from the use, processing, installation or further distribution of the goods after transfer of risk is excluded, unless the damage was caused intentionally or through the Supplier's gross negligence.

7.10. The Supplier gives no additional warranties, guarantees, representations as to properties, durability, fitness for a particular purpose, merchantability or compliance with the Buyer's special requirements, except those expressly stated in the order confirmation, certificate, inspection certificate or other written document of the Supplier.

7.11. All of the Buyer's claims for damages, reimbursement of costs or other monetary claims against the Supplier shall become time-barred or lapse if they are not asserted against the Supplier in writing without delay after the Buyer becomes aware of the damage and its possible cause, and in any event no later than 6 months from the date on which the Buyer knew or could have known of the basis of the claim, unless mandatory law provides otherwise.

7.12. The limitations and exclusions of liability in this Section shall also apply for the benefit of the Supplier's employees, management board members, agents, assistants, subcontractors, logistics partners, manufacturers and other persons engaged by the Supplier for the performance of the Contract.

7.13. Nothing in these General Terms shall exclude or limit the Supplier's liability to the extent that such liability cannot validly be excluded or limited under the applicable mandatory law.

8. RETENTION OF TITLE

8.1. All delivered goods shall remain the exclusive property of the Supplier until full and final payment of all due and undue claims of the Supplier against the Buyer arising from the specific contractual relationship, as well as all other existing or future claims arising from the overall business relationship between the Supplier and the Buyer, including principal, interest, costs, charges and ancillary claims.

8.2. Payment shall be deemed effected only when the entire amount has been irrevocably credited to the Supplier's account. Payment by bill of exchange, cheque, assignment order, set-off, assignment, letter of credit, security instruments or by any other indirect means shall not be deemed final settlement until the Supplier has actually and finally been paid.

8.3. Until full payment, the Buyer shall be entitled to use the goods only within the ordinary course of business and with the due care of a prudent businessperson. Without the Supplier's prior express written consent, the Buyer shall not be entitled to:

- a) pledge, encumber or otherwise give the goods as security;
- b) transfer them to a third party for security purposes or by way of fiduciary transfer;
- c) lease, lend or otherwise use them in a manner not consistent with the regular course of its business; or
- d) dispose of them in a way that could jeopardize the Supplier's ownership right.

8.4. The Buyer shall keep goods subject to retention of title separate or otherwise suitably marked and identifiable as the Supplier's goods, and shall maintain appropriate records enabling their identification at any time.

8.5. The Buyer shall keep goods subject to retention of title with special care, store them properly at its own expense and protect them against deterioration, corrosion, theft, damage, destruction, mixing with other goods and other risks. At the Supplier's request, the Buyer shall prove that the goods are insured against customary risks in the amount of their value.

8.6. The Buyer shall notify the Supplier in writing without delay of any attempt or action by a third party that may affect the Supplier's ownership right in the goods, in particular any seizure, enforcement, interim measure, attachment, detention of goods, insolvency or pre-insolvency proceeding, request by a public

authority or any other intervention by a third party. The Buyer shall take all reasonable measures to protect the Supplier's rights.

8.7. If the Buyer resells goods subject to retention of title in the ordinary course of business, the Buyer shall be deemed, in advance and by way of security for the Supplier's claims, to assign to the Supplier all present and future receivables against the third-party purchaser in the amount of the value of the goods delivered by the Supplier, including ancillary claims pertaining thereto. The Supplier hereby accepts such assignment in advance.

8.8. The Buyer shall remain authorized to collect the receivables assigned pursuant to the preceding clause as long as it duly fulfils its obligations towards the Supplier and until such authorization is revoked by the Supplier. In the event of delay in payment, deterioration of the Buyer's creditworthiness or any other threat to collection, the Supplier shall be entitled to revoke the collection authorization, require the Buyer to provide data on the assigned receivables and their debtors, and notify the third-party debtors of the assignment.

8.9. If goods subject to retention of title are processed, treated, cut, mixed, joined or incorporated into another thing, such operation shall, to the extent permitted by the applicable law, be deemed performed on behalf of the Supplier. If, by virtue of such processing, treatment, mixing or joining, a new thing or a combined thing is created, the Supplier shall acquire co-ownership in proportion to the value of its goods relative to the value of the other items used at the time of processing or joining.

8.10. The Buyer shall keep the goods or thing in respect of which the Supplier has an ownership or co-ownership right free of charge for the Supplier and shall allow the Supplier to inspect such goods or thing at any reasonable time.

8.11. In the event of delay by the Buyer in respect of any due obligation, the opening of pre-insolvency, insolvency or liquidation proceedings against the Buyer, a material deterioration of its liquidity or any other threat to collection, the Supplier shall be entitled, irrespective of any other rights, to:

- a) demand the immediate return of unpaid goods;
- b) take possession of such goods itself or arrange for their repossession, the Buyer hereby irrevocably permitting access to the premises where the goods are located to the extent permitted by law;
- c) prohibit further processing, treatment, resale or any other disposition of the goods;
- d) realize the value of the goods and appropriate the proceeds towards its claims; and/or
- e) terminate the Contract in whole or in part.

8.12. The return, repossession or realization of the goods by the Supplier shall not automatically be deemed termination of the Contract unless the Supplier expressly states so in writing. The Supplier reserves the right to claim the difference between the value of its claims and the net amount obtained by the sale or realization of the returned goods.

8.13. All costs associated with the protection, return, transport, dismantling, storage, safekeeping, valuation, sale or other disposal of goods subject to retention of title shall be borne by the Buyer.

8.14. If retention of title or the assignment of claims agreed in advance does not produce legal effect in the agreed form under the applicable law, the Buyer shall, without delay, take all actions and make all declarations necessary to provide the Supplier with a legally valid and economically most similar form of security.

8.15. The Buyer may not argue that the goods have become part of its inventory, production process, another thing or a delivery to a third party in order to contest or limit the Supplier's rights under this Section, except to the extent resulting from non-excludable mandatory law.

8.16. The Supplier's rights under this Section are cumulative and shall not exclude any other rights and security instruments available to the Supplier under the Contract, these General Terms or the applicable law.

9. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

9.1. All offers, contracts, deliveries, services and other legal relationships between the Supplier and the Buyer shall be governed by the law of the Republic of Croatia, excluding conflict of law rules that would refer to the application of the law of another state.

9.2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), as well as any other international convention or rules that would apply without the Supplier's express consent, is expressly excluded unless expressly agreed otherwise in writing in the specific case.

9.3. For all disputes, disagreements, claims or legal issues arising out of or in connection with the Contract, these General Terms or related thereto, including disputes concerning their conclusion, validity, interpretation, performance, breach, termination or legal effects, the court in Zagreb having subject matter jurisdiction shall have exclusive jurisdiction.

9.4. Notwithstanding the preceding provision, the Supplier shall be entitled, at its own discretion, to initiate proceedings before any other court having subject matter and territorial jurisdiction according to the Buyer's seat, domicile, assets or place of business, or before any other court having jurisdiction under the applicable procedural law.

9.5. Before initiating court proceedings, the contracting parties shall attempt to resolve the dispute amicably through direct negotiations between authorized representatives. Such attempt at amicable settlement shall not constitute a procedural precondition for filing a claim nor restrict the Supplier's right to immediately take judicial, enforcement, interim or other legal measures to protect its rights.

9.6. Without any prior attempt at amicable settlement, the Supplier shall be entitled to immediately request:

- a) a payment order, enforcement, security for a claim or an interim measure;
- b) delivery of goods, return of goods or protection of ownership rights;
- c) a prohibition on the disposal of goods, documentation or other items; and/or
- d) any other urgent or protective measure it deems necessary to protect its interests.

9.7. The Buyer shall have no right to raise an objection to the jurisdiction of the court referred to in Clause 9.3 if the Supplier has already initiated proceedings before a court permitted under these General Terms and the applicable procedural law.

9.8. The place of performance for all deliveries, services and payments, as well as for all other acts and omissions arising out of the contractual relationship, shall be the Supplier's registered office unless expressly agreed otherwise in writing for a particular obligation.

9.9. If any provision of this Section or of any other part of these General Terms is null and void, unenforceable or inapplicable under the law of a particular state or in a particular case, this shall not affect the validity of the remaining provisions, nor shall it call into question jurisdiction, governing law or legal protection to the fullest extent permitted by the applicable regulations.

9.10. In the event that there are versions of the Contract, the General Terms, the offer, the order confirmation, the invoice, certificates, correspondence or other business documentation in more than one language, the Croatian version shall prevail for interpretation purposes unless it has been expressly agreed otherwise in writing that another language version shall prevail.

9.11. If the Buyer has its registered office outside the Republic of Croatia, the parties agree that the international element as such shall not affect the validity of the agreed choice of Croatian law, the agreed jurisdiction of the courts in Zagreb or any other rights of the Supplier provided for in these General Terms, to the extent permitted by the applicable regulations.

9.12. The Buyer undertakes to pursue any rights, objections and claims against the Supplier only individually and in its own name and not to participate in collective, representative or class proceedings against the Supplier to the extent such waiver is permitted by the applicable law.

10. CONFIDENTIALITY, BUSINESS SECRETS AND DATA PROTECTION

10.1. The Buyer shall keep strictly confidential all non-public data, information and documentation relating to the Supplier, its goods, prices, offers, rebates, terms of sale, supply sources, commercial models, technical data, certificates, inspection certificates, drawings, samples, specifications, business processes, logistics solutions, business plans, customers, partners and other business or technical circumstances becoming known to it in connection with the business relationship with the Supplier (hereinafter: Confidential Information).

10.2. Confidential Information shall in particular include:

- a) offers, order confirmations, invoices, calculations, price lists, rebates, bonus models and other commercial terms;
- b) data on goods, quality, standards, certificates, inspection certificates, suppliers, manufacturers, principals, procurement routes and the supply chain;
- c) technical and technological documentation, samples, drawings, plans, specifications, analyses, reports and expert opinions;
- d) data on quantities, deadlines, markets, customers, negotiations, internal procedures and business organization;
- e) all correspondence and communication between the contracting parties, regardless of its form or medium.

10.3. The Buyer may use Confidential Information solely for the purpose of concluding and performing the specific business relationship with the Supplier and may not, without the Supplier's prior express written consent:

- a) disclose, make available or transfer it to third parties;
- b) use it for its own development, procurement, negotiation or market purposes outside the specific contractual relationship;
- c) use it in order to directly or indirectly circumvent the Supplier;
- d) copy, publish, reproduce, present or incorporate it into other documentation to any greater extent than is necessary for the proper performance of the Contract.

10.4. The Buyer shall ensure that Confidential Information is made available only to those of its employees, associates, advisers and affiliated persons who necessarily require such information for the performance of the specific transaction, provided that they are bound by confidentiality obligations at least equivalent in scope to those under these General Terms. The Buyer shall be liable for any act or omission of such persons as for its own act or omission.

10.5. Without the Supplier's prior express written consent, the Buyer may not publicly disclose the business relationship with the Supplier, use its name, company name, trademark, logo, distinguishing marks, references, project data or other identifiers in promotional materials, offers, presentations, websites, social media, the media or in dealings with third parties.

10.6. The duty of confidentiality shall not apply to information that the Buyer proves:

- a) was publicly available at the time of disclosure without breach of a confidentiality obligation;
- b) subsequently became publicly available without breach by the Buyer;
- c) was lawfully known to the Buyer prior to its receipt from the Supplier; or
- d) was lawfully received by the Buyer from a third party not bound by any confidentiality obligation towards the Supplier.

10.7. If the Buyer is required by law, court order, administrative order or decision of another competent authority to disclose Confidential Information, it shall, to the extent permitted by law, notify the Supplier thereof in advance without delay and take all reasonable measures to limit the scope of disclosure to the minimum necessary extent.

10.8. At the Supplier's request, and at the latest upon termination of the business relationship, the Buyer shall without delay return or, at the Supplier's option, demonstrably destroy all documentation and data carriers containing Confidential Information, including copies, reproductions, summaries and electronic records thereof, unless retention thereof is required by mandatory law.

10.9. The Buyer shall take all reasonable technical, organizational and security measures to protect Confidential Information against unauthorized access, loss, destruction, misuse, alteration, copying or distribution.

10.10. If personal data are processed within the framework of the business relationship, each contracting party shall process personal data in accordance with the applicable data protection regulations, including Regulation (EU) 2016/679 (GDPR) and the relevant national laws. The Buyer warrants that, for all personal data provided to the Supplier, it has secured a valid legal basis for their processing and transfer.

10.11. The Supplier shall be entitled to process contact, identification, contractual, financial and other data of the Buyer and its responsible persons, employees or representatives to the extent necessary for:

- a) the conclusion and performance of the Contract;
- b) organization of delivery, logistics, collection and the complaint handling process;
- c) verification of creditworthiness and risk management;
- d) fulfilment of legal and regulatory obligations;
- e) protection of its rights and legitimate business interests.

10.12. The Buyer shall notify the Supplier without delay of any actual or suspected security breach, unauthorized access, loss of documentation or other incident that could jeopardize Confidential Information or personal data related to the business relationship.

10.13. Breach of the confidentiality obligation shall be deemed a material breach of the contractual relationship and shall entitle the Supplier, without prejudice to other rights, to:

- a) demand immediate cessation of the breach;
- b) demand return or destruction of all Confidential Information;
- c) suspend further deliveries or cooperation;
- d) terminate the Contract in whole or in part; and/or
- e) claim damages and take other legal protective measures.

10.14. The confidentiality obligation shall remain in force after termination of an individual Contract, the entire business relationship or any other legal basis for cooperation, for at least 5 years from the termination of such relationship, and for trade secrets and other information specifically protected by law for as long as such information retains its protected character under the applicable law.

10.15. If any provision of this Section is stricter than the non-mandatory rules of the applicable law, the parties agree that such stricter level of protection shall be deemed commercially justified and proportionate having regard to the nature of the goods, the markets, the commercial information and the business relationship between the parties.

11. FINAL PROVISIONS AND MISCELLANEOUS

11.1. These General Terms form an integral part of every Contract concluded between the Supplier and the Buyer and shall apply together with the Supplier's offer, order confirmation, invoice, delivery note and other related business documentation.

11.2. All notices, requests, statements, complaints, warnings, approvals, consents and other communications between the contracting parties shall be deemed duly delivered if delivered by:

- a) registered mail;
- b) courier service;
- c) electronic mail to the last known or previously used address in the business relationship; or
- d) any other customary business communication channel that allows proof of the content and dispatch or receipt of the message.

11.3. The Buyer shall notify the Supplier in writing without delay of any change of company name, registered office, address, tax identification number, VAT identification number, contacts, responsible persons, ownership structure, status changes, commencement of pre-insolvency, insolvency or liquidation proceedings, account blockage, material deterioration of liquidity or other circumstances relevant to the business relationship. Until proper notice is given, all data available to the Supplier shall be deemed accurate and valid.

11.4. Failure to notify changes referred to in the preceding clause shall not affect the validity of service, legal statements or other acts of the Supplier taken on the basis of the Buyer's last known details.

11.5. Without the Supplier's prior express written consent, the Buyer may not transfer the Contract, any individual rights or obligations under the Contract, nor assign its receivables or other rights against the Supplier to third parties. The Supplier shall be entitled to transfer its claims, rights arising from security, as well as the whole or part of the contractual relationship to affiliated companies, financial institutions, trade credit insurers, factoring companies or other third parties.

11.6. Failure, delay or partial exercise of any right by the Supplier shall not constitute a waiver of that right or of any other right belonging to it under the Contract, these General Terms or the applicable law.

11.7. Any waiver of rights, release, postponement, tolerance of deviations, commercial concession or other benefit that the Supplier may grant to the Buyer shall apply exclusively to the specific case to which it expressly relates and may not be interpreted as a permanent practice, amendment of the Contract or waiver of any other rights of the Supplier.

11.8. Any amendments, supplements, deviations or additional arrangements in relation to the Contract and these General Terms shall be valid only if made or confirmed in writing by the Supplier. This shall also apply to any waiver of the requirement of written form, unless mandatory law expressly provides otherwise.

11.9. If any provision of the Contract or these General Terms is null and void, invalid, unenforceable or inapplicable, in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall replace such provision with a lawful and enforceable provision that is as close as possible, in its economic purpose and legal effect, to the original intent.

11.10. If there is any apparent or actual inconsistency between individual provisions of the Contract, order confirmation, offer and these General Terms, the hierarchy of contractual documents specified in these General Terms shall apply unless expressly agreed otherwise in the specific case.

11.11. The Buyer confirms that the conclusion of the Contract was not influenced by any oral statement, promise, presentation, recommendation or information not expressly contained in the Supplier's written documentation. The Supplier shall not be liable for oral interpretations, assessments or expectations not confirmed in writing.

11.12. If performance of a specific transaction requires the involvement of a manufacturer, carrier, warehouse operator, freight forwarder, laboratory, certification body, insurer or another third party, the acts and omissions of such persons shall not be attributed to the Supplier unless the Supplier is liable for them under mandatory law that cannot be excluded.

11.13. These General Terms shall also apply to all future transactions between the Supplier and the Buyer until the Supplier publishes or delivers a new version of the General Terms or until the parties expressly agree otherwise.

11.14. The Supplier reserves the right to amend or supplement these General Terms at any time. The version of the General Terms valid at the time of conclusion of the individual Contract shall apply to the specific business relationship unless the application of a new version is expressly agreed.

11.15. These General Terms have been drafted in the Croatian language. If they are translated into another language, the Croatian version shall prevail for interpretation purposes unless expressly agreed otherwise in writing.

11.16. These General Terms shall enter into force on the date of adoption and shall apply from the date indicated by the Supplier in the document itself or upon its publication.

11.17. The Buyer confirms that, prior to concluding the Contract, it had the opportunity to familiarize itself with the contents of these General Terms, that they were available, understandable and acceptable to it, and that it accepts them as an integral part of every business relationship with the Supplier.

Horex Trade d.o.o.