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## General Terms and Conditions of Sale "DuTrax d.o.o"

### 1 General - Scope

All deliveries and services of our company are subject to the following conditions. We do not recognize conflicting conditions of our contractual partners, unless we have expressly agreed to their validity in writing. Our general terms and conditions also apply if we carry out the delivery to the customer unconditionally in the knowledge of conflicting terms or conditions of the customer deviating from our general terms of contract.

### 2 Offer and Order

Our offers are always non-binding and subject to change. We reserve the right of intermediate sales, as long as we have not reserved the product for the offer recipient in writing, within a deadline.

All orders require our written confirmation to be valid. A cancellation of orders after they are received by us is excluded.

The information contained in our printed documents, offers, etc., about dimensions and weights, characteristics, and type designations are made to the best of our knowledge and belief and without obligation. Any occurring printing, typing, arithmetic errors, as well as hearing errors regarding phonecalls do not bind us. The scope of delivery includes only those items that are expressly listed in our order confirmation or contract.

Amendments, verbal additions, collateral agreements as well as any assurances in the case of a purchase transaction require our written confirmation in order to be valid.

### 3 Supplier or Customer protection

Every prospective partner assures us supplier / customer protection, as far as we provide a product for purchase or sale or offer it in our own name, thus announcing the current location. He undertakes not to conduct prices and final negotiations on all objects for sale or purchase at this location without our specific written consent, either directly or indirectly or through third parties, but exclusively through us. Further orders resulting from such business relations, purchase contracts and deliveries are also considered mediated by us and are subject to these conditions. Our information about products, locations and prospective buyers are only intended for the recipient and may not be passed on to third parties without our written consent. For violations of the above provisions, we are entitled to damages.

### 4 Prices

Prices are in HRK / EURO ex works, location or warehouse. They do not include freight, customs, postage, packaging, insurance and other expenses. The legal value added tax is also not included in our prices; it will be shown separately in the bill at the statutory rate on the date of invoicing.

### 5. Shipping and transfer of risk

The customer is obliged to accept the delivery item. Shipping is always at the expense and risk of the recipient or purchaser, even if carriage paid delivery is agreed. The risk always passes to the purchaser as soon as we have delivered the item to the freight forwarder, the carrier or the person otherwise

responsible for carrying out the shipment; the loading process at the delivery location is part of the shipment.

For transport damage, even if they are due to the nature of the packaging or attachment to the means of transport, we are not liable. The customer has the right to check packaging or shipment fastening before shipping the goods or to execute the packaging/fastening himself. Transport insurance is only at the express request of the customer and at his expense.

The customer has the obligation to accept the delivery item within a period of one week, unless he is temporarily prevented from accepting it without his fault. If the customer remains intentionally or grossly negligent in arrears with the acceptance of the object of purchase for more than fourteen days after receipt of the notification of availability, we shall be entitled to withdraw from the contract or demand compensation for non-performance after setting a grace period of a further seven days. It is not necessary to set a period of grace if the customer seriously or finally refuses to accept it or if he obviously is unable to pay the purchase price within this time. If the purchaser declares that he will not accept the delivery item, the risk of accidental loss or accidental deterioration of the delivery item shall pass to the purchaser at the time of refusal.

## 6 Delivery time (definition of the beginning of the delivery period, conditions for renewal)

1. All information on delivery times are made at our discretion, but not binding, unless we assure a delivery date in writing in the order confirmation. The delivery period begins with the dispatch of the order confirmation, but not before the provision of any documents, approvals, clearances and materials to be procured by the customer, as well as before receipt of an agreed down payment.
2. The delivery period is met if the readiness for dispatch has been notified by the time the delivery has expired or the delivery item has left the factory.
3. The delivery time is extended for measures in the context of labor disputes, in particular strike and lockout as well as the entry of unforeseen obstacles that are beyond our control. This includes, for example, breakdowns, delays in the delivery of essential materials, and any such impediments demonstrably have a significant impact on the delivery of the delivery item. This also applies if the circumstances occur with subcontractors and suppliers. The delivery period is extended according to the duration of such measures and obstacles. The aforementioned circumstances are not responsible for us even if they occur during an already existing default. We will inform the customer of the beginning and end of such obstacles in important cases as soon as possible.
4. Partial deliveries are permissible within the delivery periods specified by us, insofar as there are no disadvantages for the use thereof.
5. Compliance with our delivery obligation further requires the timely and proper fulfillment of the obligation of the customer. The exception of the unfulfilled contract remains reserved.
6. If the customer is in default of acceptance or culpably violates other obligations to co-operate, we shall be entitled to demand compensation for any damage incurred, including any additional expenses. Further claims are reserved.

7. Provided that the conditions of paragraph 6 are present, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the purchaser at the time at which the purchaser is in default of acceptance or payment.
8. We shall be liable in accordance with the statutory provisions if, as a result of a delivery delay for which we are responsible, the purchaser is entitled to assert that his interest in the further performance of the contract has ceased to exist.
9. Furthermore, we shall be liable in accordance with the statutory provisions if the delay in delivery is based on an intentional or grossly negligent breach of contract for which we are responsible; a fault of our representatives or vicarious agents is attributable to us. If the delivery contract is not based on an intentional breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage.
10. We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which we are responsible is due to the culpable breach of a material contractual obligation; in this case, however, the liability for damages is limited to the predictable, typically occurring damage.
11. In addition, we are liable in the event of default in delivery for each completed week of delay in the context of a flat-rate compensation for default in the amount of 3% of the delivery value, but not more than 15% of the delivery value.
12. Further legal claims and rights of the customer remain reserved.

## 7 Terms of payment

1. The purchase price or wages and the fees for ancillary services are due upon delivery of the delivery item, unless otherwise stated in the order confirmation.
2. Discounts or bonuses are only granted if this has been agreed in writing with the purchaser upon conclusion of the contract.
3. The purchaser shall be in default of payment 30 days after the due date without further explanation from us, insofar as he has not paid.
4. Set-off rights are only available to the purchaser if his counterclaims have been legally established, are undisputed or acknowledged by us. Furthermore, he is entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
5. In the case of defects, the buyer is not entitled to a right of retention, as far as this is not in proportion to the defects and the probable costs of subsequent performance (in particular a defect removal).
6. We are not obliged to accept checks and bills of exchange. Checks and bills of exchange are only valid after their encashment as payment, so that the agreed retention of title as well as the other reserved rights remain valid at least until the bill of exchange is cashed in our favor. The bill acceptance always requires a prior written agreement with us. When accepting bills, the bank-based discount and collection charges are calculated. They are to be paid immediately in cash. If payment is made in foreign currency, the obligation to pay is not fulfilled until we have received the full EURO amount of our bill at your free disposal.

- Interest on arrears is calculated at 8% -points p.a. above the respective base interest rate.
- Non-compliance with the agreed terms of payment or payment uncertainty after the conclusion of the contract entitles us without notice to revoke granted deferments, suspend further performance of the contract or the execution of any remaining orders until fulfillment of the conditions or to withdraw from the contract.

## 8 Retention of title

Delivery is subject to retention of title. The buyer may not transfer our ownership right to third parties without our explicit consent.

Without prejudice to the existence of the prohibition of a further disposal regulated here, claims against the purchaser pass to us. If, however, third parties make any claims on the items delivered by us or prove them to be malicious, we must be notified immediately in order to safeguard our rights. The consequences arising from the omission of these regulations shall be borne by the buyer. Likewise, the costs incurred by pursuing our claims.

During the period of retention of title, the purchaser has to keep the object of purchase in proper condition and to carry out any necessary repairs. He must insure the object of purchase against fire, water theft and burglary, with the proviso that the rights under the insurance are due to the supplier. If an insurance is not proven at the request of the supplier, he is entitled to insure the object of purchase at the expense of the customer.

If the acquirer intends to resell, our prior approval is required. In case of non-observance of this consent, in all cases the due date of our claims. In addition, the purchaser is fully liable for damages. In the case of a current account, the reserved property shall be deemed a security for all our outstanding claims against the customer. If the customer is a dealer, he may sell the object of purchase. However, he assigns all receivables due to him from the sale against his customer with all ancillary rights to the supplier until full repayment. At the request of the supplier, the purchaser is obliged to disclose the assignment to the new purchaser.

Our retention of title is conditioned on the condition that, with the full payment of all our claims arising from the business relationship, ownership of the reserved goods is transferred to the buyer and the assigned claims are due to the buyer.

## 9 Liability for defects on delivery of new products / other things

- Warranty claims of the customer presuppose that he has duly fulfilled his owed duties of investigation and complaint. The purchaser is obliged to inspect the goods immediately upon delivery and to inform the transporter immediately of any obvious damage; further defects of the delivery must be communicated to us immediately in writing.
- Insofar as there is a defect in the purchased item, the purchaser may, at its discretion, demand supplementary performance in the form of a remedy of the defect or delivery of a new defect-free item; However, he is not entitled, without our knowledge and without demanding from us to remedy the defect under a deadline or have it rectified at our expense.
- In the case of removal of defects, we are obligated to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labor and material costs, unless

these increase as a result of the goods being transported to a place other than the place of performance has been. If the supplementary performance fails, the customer is entitled, at his discretion, to demand rescission or reduction.

4. We are liable according to the legal provisions, as far as the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents. Unless we are charged with intentional breach of contract, the liability for damages is limited to the predictable, typically occurring damage.
5. We are liable according to the legal provisions, if we culpably violate a material contractual obligation; in this case, however, the liability for damages is limited to the predictable, typically occurring damage.
6. Insofar as the orderer is entitled to compensation for the damage instead of the service, our liability is also limited within the scope of paragraph (3) to compensation for foreseeable, typically occurring damage.
7. Liability for culpable injury to life, limb or health remains unaffected; this also applies to the mandatory liability under the Product Liability Act.
8. Unless otherwise stipulated above, liability is excluded.
9. The limitation period for claims for defects is 12 months, calculated from the transfer of risk.

## **10 Works, in particular assembly and disassembly services and commissioning**

We guarantee the professional execution of the accepted work performances according to the recognized rules of technology. For any errors, we provide the following under exclusion of further claims:

1. Recognizable defects must be reported in writing immediately - at the latest within 8 days of receipt - but in any case prior to commissioning or any costs for further processing or further use. If a defect shows up later, it must be reported immediately after recognizability. Defects, the cause of which was already present at the time of the transfer of risk, shall be remunerated free of charge at our discretion by repair or replacement. If the supplementary performance fails, the customer may demand cancellation of the contract (conversion) or reduction of the remuneration (reduction).
2. If changes or repairs are carried out improperly by the purchaser or by third parties, no claims for defects shall be asserted for these and the resulting consequences. In order to carry out all subsequent improvements which we deem necessary at our reasonable discretion, the purchaser shall, after agreement with us, give us the necessary time and opportunity. Otherwise we are exempt from liability for defects.
3. Claims by the purchaser for the expenses required for the purpose of supplementary performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses increase because the object of the delivery is subsequently transferred to a location other than the purchaser's branch unless the shipment complies with its intended use. The purchaser bears the corresponding additional costs for us.
4. Claims for defects expire 12 months from the date of acceptance of the respective work performances. This does not apply insofar as the law prescribes longer periods, as well as in

cases of injury to life, limb or health, intentional or grossly negligent breach of duty by us and fraudulent concealment of the defect. The legal regulations regarding expiration inhibition, inhibition and new beginning of the deadlines remain untouched.

5. We are liable within the statutory limitation period in accordance with the provisions of this § 10 also for defective repair work or defective replacement deliveries.
6. In the case of notice of defects, payments of the orderer may be withheld to an extent that is proportionate to the defects that have occurred. The orderer can withhold payments only if a notice of defect is asserted, over whose legitimacy no doubt can exist. If the notice of defects was wrongly made, we are entitled to demand compensation for expenses incurred by the customer.
7. For claims for damages, Section 8 of these Terms and Conditions applies accordingly.

### 11 Withdrawal from the contract

If we make use of the right to withdraw from the contract, the buyer must reimburse us for all expenses incurred as a result of the contract.

### 12 Liability

Any further liability for damages, as provided for in these General Terms and Conditions, shall apply to us - regardless of the legal nature of the asserted claim - excluded.

Insofar as liability for damages towards us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, associates, representatives and vicarious agents.

### 13 Place of fulfillment, jurisdiction and choice of law

Place of performance and place of jurisdiction for payment and delivery on both sides is Krapina; However, we are entitled to sue the purchaser at his general place of jurisdiction. The law of the Republic of Croatia applies; the validity of the UN sales law is excluded.

### 14 Severability clause

The above conditions form an essential part of the contracts concluded with us. The contract also remains valid if individual provisions of these terms and conditions are ineffective.

**08. October 2020.**