

## **GENERAL TERMS OF SALE**

### **METALSKA INDUSTRIJA VARAŽDIN D.D.**

#### **1. GENERAL AND FIELD OF APPLICATION**

1.1. These General Terms and Conditions of Sale of the company METALSKA INDUSTRIJA VARAŽDIN d.d. (hereinafter MIV d.d.) enacted under Article 37, paragraph 5 of the Articles of Association of MIV d.d. as well as under Article 295 of the Civil Obligations Act (OG 35/05, 41/08, 125/11, 78/15, 29/18).

1.2. The provisions of these General Terms and Conditions of Sale shall apply to all contracts, agreements, offers and other agreements on deliveries of goods and/or provision of services as well as to other similar commercial activities between MIV d.d. as the seller and all domestic and foreign buyers (hereinafter: buyers), unless between MIV d.d. and the mentioned buyers, there are special agreements in the sense of a special contract of sale, etc.

1.3. Special agreements between MIV d.d. and buyers prescribed by a special contract of sale will have stronger legal force than the provisions of these General Terms and Conditions of Sale. If special agreements of special sales contracts conflict with the provisions of these General Terms and Conditions of Sale, special agreements from special sales agreements between MIV d.d. will apply. However, if a certain issue would not be prescribed by special agreements of special sales contracts, and that issue would be prescribed by the provisions of the General Terms and Conditions of Sale, then the General Terms and Conditions of Sale will apply.

1.4. Under Article 11 of the Civil Obligations Act, these General Terms and Conditions of Sale shall have stronger legal force between the parties than any provisions of the dispositive character of that Act.

1.5. The provisions of these General Terms and Conditions of Sale which would be null and void by Article 296 of the Civil Obligations Act shall be without legal force.

1.6. The provisions of the Civil Obligations Act shall apply to all issues that are not prescribed by special agreements of individual sales contracts and which are not cumulatively prescribed by the provisions of these General Terms and Conditions of Sale.

1.7. The provisions of the Civil Obligations Act shall apply to all issues that are not prescribed by special agreements of individual sales contracts and which are not cumulatively prescribed by the provisions of these General Terms and Conditions of Sale.

1.8. MIV d.d. will publish the current version of these General Terms and Conditions of Sale on its website and in another appropriate manner.

1.9. It is presumed that any customer entering into a business relationship with MIV d.d. is familiar with the provisions of these General Terms and Conditions of Sale unless proven otherwise.

## **2. OFFER AND ACCEPTANCE OF THE OFFER**

2.1. MIV d.d. will, base on an oral, telephone, written or electronic written inquiry of the buyer, make a written offer to the buyer as soon as possible.

2.2. All offers and their conditions are valid by the deadlines indicated in the offer, and no later than 30 days from the date of preparation, after which the deadline MIV d.d. cannot be considered bound by such an offer.

2.3. All offers and documents provided by MIV d.d. attached to the offers (eg sketches, pictures, diagrams, weight and availability data) are informative and not binding, unless MIV d.d. in writing or in the offer itself, inform the buyer that the attached documentation is binding.

2.4. All offers MIV d.d. must indicate that these General Terms and Conditions of Sale apply to them.

2.5. The Buyer accepts the offer by Order in writing (e-mail, fax, mail).

2.6. The order must contain:

- 2.6.1. The exact name of the transferee and payer of the goods;
- 2.6.2. Tax number and OIB;
- 2.6.3. Names and quantities of requested goods;
- 2.6.4. Requested delivery time;
- 2.6.5. Shipping method;
- 2.6.6. Method of payment.

2.7. The order is considered valid when MIV d.d. is confirmed in writing and from that moment becomes binding on both parties. It is considered that at the said time MIV d.d. and the Buyer agreed on the essential components of the contract/transaction and that then an obligatory relationship arises between them by Article 247 of the Civil Obligations Act.

2.8. All further agreements (by phone, fax, or orally), as well as subsequent changes and additions, are valid only if MIV d.d. confirms in writing.

2.9. If the Buyer unilaterally withdraws from the Order after MIV d.d. confirmed in writing, is obliged to bear all damage incurred in connection with the Order in question and in general this obligatory relationship (such as, but not limited to: preparation of documentation, preparation of production, costs of special materials and components, etc.).

2.10. The buyer must object to the confirmation of the order MIV d.d. deliver MIV d.d. within 3 days of sending such confirmation. If the Buyer does not request changes or withdraw the order in writing within that period, the Buyer shall be deemed to have fully accepted the terms of such order confirmation. MIV d.d. cannot be held liable for acting by the provisions of such Certificate.

2.11. Upon the request for issuance of the offer referred to in Article 2.1, the buyer shall MIV d.d. provide all the information necessary to comply with the legal requirements and provide support in that regard, in particular about the confirmation of entry of the goods and all other special requirements for the entry of the goods to the final destination. Compliance with export and/or import conditions and restrictions as well as technical standards and normative requirements of the goods is the responsibility of the buyer, and the buyer will deliver MIV d.d. all relevant information at his request. MIV d.d. will not be liable in the event of claims and sanctions arising from non-compliance with such terms and restrictions by the customer.

### **3. CONCLUSION OF THE CONTRACT**

3.1. MIV d.d. and the buyer may regulate their relations, except by the method of offer and acceptance of the offer, which is described in Article 2, through a special contract of sale.

3.2. To the special contract of sale referred to in Article 3.1. of these General Terms and Conditions of Sale, these General Terms and Conditions of Sale shall apply as described in Article 1.

3.3. All special purchase agreements between MIV d.d. and the buyer will be drawn up in writing.

3.4. Such special sales contracts shall contain all the individual commercial provisions of the contract applicable to that individual sales transaction, and may also refer to the offer forming an integral part thereof.

3.5. The contract will be considered concluded when it is signed by the persons responsible for representing both or all parties to the contract.

3.6. The contract will be considered validly signed if it has been signed by the correct responsible person in person or by a qualified electronic signature. The contract will be considered validly signed in those cases when it is signed by an electronic certificate which is in MIV d.d. considered reliable by a special decision of the executive directors.

3.7. The contracting parties shall sign the contract in a sufficient number of copies for both parties, which will in principle be one copy for each contracting party, and the contracting parties will send each other the originals of such signed contracts so that each contracting party has at least one original contract, which is signed by the persons authorized to represent both contracting parties.

3.8. These General Terms and Conditions of Sale will also apply to all business cooperation agreements, umbrella sales agreements, product distribution agreements and other similar agreements whose essential subject matter would be the sale of MIV d.d. products and services.

3.9. For the avoidance of doubt, in these General Terms and Conditions of Sale, the term “contractual relationship” shall include any binding legal relationship between MIV d.d. and the buyer or partner, regardless of whether the legal relationship is based on a sales contract, confirmed order based on offers, business cooperation agreement, umbrella sales contract, product distribution agreement or another similar contractual arrangement which would be the subject of the sale of the

product MIV d.d.

#### **4. DATA CONFIDENTIALITY**

4.1. Data to which MIV d.d. and the buyer come based on the sales relationship which is the subject of these General Terms and Conditions of Sale are considered confidential information.

4.2. MIV d.d. and customers are required to maintain the confidentiality of the information described in Article 4.1.

4.3. The obligation of confidentiality applies to MIV d.d. and the customer, as well as to all their agents and employees, proxies and external associates as well as all third parties who through MIV d.d. or the customer have obtained the said confidential information.

4.4. MIV d.d. and the buyer is mutually liable for damages that would be caused to the other party if the provisions on data confidentiality were violated.

4.5. Data that is not considered confidential:

4.5.1. Data that is publicly known;

4.5.2. The data that MIV d.d. or buyers were familiar with the aforementioned sale;

4.5.3. The data provided by MIV d.d. or buyers find out regardless of the stated sales relationship.

4.6. Exceptionally, MIV d.d. and customers have the right to disclose confidential information prescribed by this article to the following persons:

4.6.1. State bodies, police, courts or inspection bodies when obliged to do so by law;

4.6.2. persons for whom consent is obtained from the other part;

4.6.3. to lawyers or auditors to the extent necessary, provided that the Contracting Party so acting is liable to the other Contracting Party for any damage that lawyers or auditors would cause if they breached the rules on confidentiality.

4.7. Above the documentation covered by Article 2.3. of these General Terms and Conditions of Sale (offers, cost estimates, drawings, pictures, models, plans and other documents, both intangible and intangible and/or electronic form), as well as overall information, experience, knowledge, inventions, know-how, design, samples and trademarks of MIV dd, MIV dd retains the exclusive right of ownership, copyright, intellectual and industrial property rights as well as the right to exploitation.

4.8. The customer may not copy, duplicate, distribute or otherwise acquaint third parties with this documentation and information, or copy and use it in their own business (application in their own business, distribution to third parties, reverse engineering).

4.9. All specified data and documentation should be treated by the buyer as confidential data.

4.10. All confidential physical and intangible information and documentation must be disclosed at

all times at the request of MIV d.d. immediately restore or destroy or delete.

4.11. The provisions of this article are binding on the parties without a time limit and even after the termination of the contractual relationship.

## **5. PRICES, BILLING AND PAYMENT TERMS**

5.1. Prices are formed based on valid price lists and/or calculation factors by the contract, offer and order confirmation.

5.2. Unless otherwise agreed based on an offer or a special sales contract, the parity FCA Varaždin Gospodarska 43 or FCA Varaždin Metalska ulica 2 is contracted, both according to Incoterms 2020.

5.3. MIV d.d. by default, it is charged according to the pro forma invoice, unless otherwise specified in the offer or contract. MIV d.d. and the Buyers agree that the debtor-creditor relationship arises on the day of concluding the contract or confirmation of acceptance of the order by Article 2.7. of these General Terms and Conditions of Sale.

5.4. MIV d.d. undertakes to send the invoice to the buyer within 3 working days from the day of dispatch.

5.5. The buyer makes a payment by remittance to the bank account number of MIV d.d. (IBAN) indicated on the invoice or proforma invoice. Unless otherwise stated in the contract, offer, order or on the invoice itself, all receivables of MIV d.d. from individual contractual relations to which these General Terms and Conditions of Sale apply, fall due within 30 days from the day of dispatch. As the day of fulfillment of the payment obligation, the day of inflow of funds to the business account of MIV d.d.

5.6. In case of non-payment of the delivered goods MIV d.d. has the right, which is not limited by the provisions of this Article or in general by the provisions of the General Terms and Conditions of Sale, to activate and use all collateral and to seek enforcement before a competent court or authority.

5.7. By its discretion and in the interest of good faith MIV d.d. may send reminders to the customer for non-payment. If the Buyer fails to fulfill its payment obligations, MIV d.d. he can use all legal remedies available to him, even request the return of goods.

5.8. MIV d.d. reserves the discretion to, in the case of Article 5.6. rejects, stops or stops all further or undelivered customer orders, even if he has already confirmed them, or to stop the production and delivery of products until the collection of overdue receivables. MIV d.d. in the case prescribed by this article there are no obligations or liability for damage to the buyer.

5.9. Any complaint of the buyer related to the delivered product does not release the buyer from the obligation to pay within the agreed time.

5.10. MIV d.d. at any time, based on invoices or excerpts from open items from its business books, based on the above documents as authentic documents, by the Enforcement Act, initiate enforcement proceedings against the Buyer who did not settle his debt after the due date. Nothing in this Article shall preclude, condition or delay this right of MIV d.d. (warnings, negotiations, statements, etc.).

5.11. MIV d.d. has the right to calculate legal default interest on all receivables from customers whose due date has passed by the rules of the Civil Obligations Act.

## **6. EXTRAORDINARY CHANGE IN PRICES AND CHANGED CIRCUMSTANCES**

6.1. If MIV d.d. delivers goods or provides services after more than three months from the moment of concluding the contract or confirming the order, and the costs at which MIV d.d. based its information (especially labor, materials, transport and energy costs) subsequently increased MIV d.d. has the right to reasonably adjust its price to the customer.

6.2. Change within the meaning of Article 6.1. exists if the prices of labor, raw materials, transport or energy rise through no fault of MIV d.d., as well as if customs duties or other import duties are increased or if parities change significantly to the detriment of MIV d.d. about the conditions in force on the day of concluding the contract or confirming the order.

6.3. A price adjustment under this article is appropriate if the Change causes an increase in costs for MIV d.d. at a rate of 3% or more about the costs that MIV d.d. had at the time of contracting or order confirmation.

6.4. By Article 3.8. these General Terms and Conditions of Sale will also apply to all business cooperation agreements, umbrella sales agreements, product distribution agreements and other similar agreements whose essential subject matter would be the sale of MIV d.d. products and services.

6.5. In cases when the contractual relations are referred to in Article 6.4. link to Price List MIV d.d. and there is a change in that Price List, and which change affects the already existing contractual relations, MIV d.d. and the buyer are obliged to find an appropriate solution in cooperation with each other.

6.6. By way of derogation from Article 6.5. MIV d.d. may unilaterally change the Price List and generally prices on existing contractual relations if there is such a change in the market of raw materials, labor market, transport or energy that the Seller would not enter into such a contract at such prices if he knew about such a change (changed circumstances clause - clause rebus sic stantibus). MIV d.d. has this right if the price of raw materials or the price of labor increases by more than 3% about the time when such work was contracted or confirmed at such a price.

## **7. DELIVERY**

7.1. The delivery deadline starts the next day from the day when MIV d.d. sent the customer a

*Metalska industrija Varaždin dioničko društvo*  
Metalska ulica 2  
42 000 Varaždin  
Hrvatska  
Telefon: +385 42 404-100,290-100  
Telefax: +385 42 242-004  
E-mail: [miv@miv.hr](mailto:miv@miv.hr)  
URL: <http://www.miv.hr>  
EU VAT BROJ HR95240603723

*MBS: 070032908*  
*Upisano kod Trgovačkog suda u Varaždinu*  
*MB: 03632636; OIB 95240603723*  
*Temeljni kapital 57.969.480,00 kn*  
*u cijelosti uplaćen*  
*15.018 izdanih dionica nominalne*  
*vrijednosti 3.860,00 kn*  
*Izvršni direktori: Krešimir Kranjčec, Siniša Slavin*  
*Predsjednik upravnog odbora: Michael Herbeck*

*Transakcijski računi:*  
*Zagrebačka banka d.d.*  
*HR9623600001102209739*

*Privredna banka Zagreb d.d.*  
*HR6223400091110156062*

*Erste&Steiermärkische Bank d.d.*  
*HR0924020061100979451*



written Confirmation and if the following conditions are met:

- 7.1.1. that the Buyer has previously fulfilled all its previously agreed obligations
  - 7.1.2. that all technical details about the offer have been agreed
  - 7.1.3. that the advance has been paid in full if agreed.
- 7.2. MIV d.d. has maintained the delivery deadline if he has informed the buyer, before the deadline, that the goods have been prepared for dispatch at the place of dispatch by the FCA referred to in Article 5.2. of these General Terms and Conditions of Sale.
- 7.3. MIV d.d. has the right to partial or early deliveries unless otherwise agreed by special agreements.
- 7.4. MIV d.d. has the right to extend the delivery time in case of "force majeure" as defined in these General Terms of Sale in Article 11. Such extension of the delivery time can in no case lead to cancellation of the order, and the buyer can not claim any compensation caused by extension due to force majeure.
- 7.5. MIV d.d. has the right to extend the delivery time in case of other unforeseen difficulties in the same way as described for force majeure in Article 7.4. of these General Terms and Conditions of Sale unless MIV d.d. and the buyer has not expressly excluded the application of this article of the General Terms and Conditions of Sale in the contract or offer or order confirmation. Other unforeseen difficulties are defined in Article 11 of these General Terms and Conditions of Sale. Extension of the delivery time, if the application of this article is not excluded, can in no case lead to the cancellation of the order, and the buyer can not claim any compensation caused by the extension of delivery times for the reasons described in this article.
- 7.6. MIV d.d. is obliged to inform the buyer in writing about all extensions of the delivery time.
- 7.7. MIV d.d. sells goods standardly packed for road transport and prepared by the agreed parity which is FCA Varaždin (Metalska ulica 2 or Gospodarska 43 by Article 5.2 of these General Terms and Conditions of Sale), unless otherwise agreed by special agreement between the parties.
- 7.8. The type and quantity of goods are confirmed jointly by the customer representative and the representative of MIV d.d.
- 7.9. The risk of damage or destruction of goods passes with MIV d.d. to the buyer by the parity that is FCA Varaždin, Incoterms 2020. unless otherwise agreed by the contract, offer or written confirmation of the order. The moment of delivery and the transfer of risk is determined in the same way.
- 7.10. If the Buyer receives a notification on the readiness of the goods and does not organize the transport within 5 (five) working days, MIV d.d. has the right to charge the storage costs in its own warehouse. MIV d.d. has the right of retention (ius retentionis) for such goods and if the amount of the deposit reaches the amount of the value of the goods, MIV d.d. acquires the right to sell goods to cover their storage costs. In the case described in this article, ie if the Buyer would not take over the goods

within 5 (five) working days of receiving the notice of readiness of the goods, MIV d.d. will no longer be responsible for the quality of the goods. If the Buyer does not take over the goods even within 30 (thirty) working days from the date of delivery of the notice of readiness of the goods, MIV d.d. has the right to terminate the contract, keep the goods for himself and treat the paid advance as a waiver by Articles 306 and 307 of the Civil Obligations Act. In that case MIV d.d. and the Buyer will have no further mutual claims.

7.11. In all those cases when a special contract, offer or order confirmation stipulates a different parity than in Article 5.2. of these General Terms and Conditions, MIV d.d. will not be liable for any costs or damages that would result from the shipped goods after the moment of risk transfer. If the Buyer would not pick up the goods in question at the port or other terminal, even though MIV d.d. sent the documentation based on which that transfer can be made, all costs of the auction or storage will be the responsibility of that Buyer, not MIV d.d. In this case, it will be taken that if, cumulatively, the goods are paid in advance and the risk has passed to the buyer by parity and the buyer has received the documentation he needs for a takeover of the goods, then about the goods it is considered that the ownership passed to the Buyer.

7.12. Working hours for shipping and return of goods are every working day from 7 AM – 3 PM (CET), with prior notice.

## **8. COMPLAINTS, WARRANTIES AND RETURN OF GOODS**

8.1. MIV d.d. guarantees to the Buyer that the goods delivered to the Buyer are not damaged and that no third-party claims ownership of the goods (warranty for legal defects).

8.2. The Buyer is obliged to inspect the goods upon receipt. If he notices any defect, the Buyer must report such defect immediately, and no later than 3 working days after taking over the goods, otherwise he loses the right that belongs to him based on that inspection and can no longer object to visible defects for these goods.

8.3. For shipments for which the cause of the complaint arose during transport, the complaint report must be countersigned by the carrier.

8.4. MIV d.d. is responsible for hidden defects that appear within 6 months of shipment and inspection of the goods, unless otherwise agreed in a special contract, offer, written order confirmation or another written document. It will be considered that the above is documented in writing, if the Buyer has informed MIV d.d. with data and images.

8.5. The Buyer must keep the goods until the decision on the resolution of the complaint, otherwise he is responsible for the damage and costs.

8.6. MIV d.d. is not responsible for errors caused by the installed components in the product that the Buyer submitted for installation.

8.7. In all those cases where a complaint of defect is well-founded, under the term that the complaint



is raised within the above time limits, MIV d.d. will repair or replace the disputed product or goods as soon as possible at the parity at which the claimed product was originally delivered.

8.8. Liabilities of MIV d.d. in the case of a well-founded complaint are consumed by those prescribed in Article 8.7, ie they are reduced to the replacement or repair of the claimed product or goods. MIV d.d. will not be liable to the Buyer for any other or additional costs or any damages occurred in any way in connection with the defective product.

8.9. All warranties and guarantees become void if the Buyer has made repairs or changes to the product or goods without the prior written authorization of MIV d.d. or if the product or goods has been used incorrectly.

8.10. Data from catalogues, instructions, e-mails, from the website or other printed and electronic marketing materials are for information purposes only and cannot be the basis for a claim.

8.11. Buyers of MIV d.d. may, at their own discretion and in their best expertise, provide oral and written technical explanations regarding the use of products, devices or goods that have been the subject of sale by these General Terms and Conditions, but such technical explanations do not bind MIV d.d. nor can MIV d.d. be responsible for them.

8.12. MIV d.d. is not liable to the Buyer for damages in any sense, in case of any complaint due to a defect arising from the fact that the Buyer had incorrect information about the product or goods or relied on the information contained in sources that are for information purposes only, which are described in Article 8.10. of these General Terms and Conditions of Sale.

8.13. The return of goods in the contractual relations to which these General Terms and Conditions of Sale apply is not permitted except in the cases described in this Article.

8.14. Return of goods is never allowed for Special Project Goods.

8.15. For the avoidance of doubt, in these General Terms and Conditions of Sale, the term Special Project Goods shall be deemed to be those goods which are indicated as such in the offer or in the contract.

8.16. Goods whose return will be accepted with a refund of 70% of the invoiced price, with retention of 30% of the invoiced price (re-stocking fee) will be consumer goods which for the purposes of these General Terms of Sale will be defined as goods available in stock at the time of order.

8.17. It is possible to return the goods referred to in Article 8.16. within 30 days from the date of delivery, under the condition that the goods are quantitatively and qualitatively in the same condition as they were during the shipment (including packaging).

## **9. CHANGES TO CONTRACTS, OFFERS AND ORDERS**

9.1. The concluded sales contract can be changed only by an annex (in writing) signed by both

*Metalska industrija Varaždin dioničko društvo*  
Metalska ulica 2  
42 000 Varaždin  
Hrvatska  
Telefon: +385 42 404-100,290-100  
Telefax: +385 42 242-004  
E-mail: [miv@miv.hr](mailto:miv@miv.hr)  
URL: <http://www.miv.hr>  
EU VAT BROJ HR95240603723

MBS: 070032908  
Upisano kod Trgovačkog suda u Varaždinu  
MB: 03632636; OIB 95240603723  
Temeljni kapital 57.969.480,00 kn  
u cijelosti uplaćen  
15.018 izdanih dionica nominalne  
vrijednosti 3.860,00 kn  
Izvršni direktori: Krešimir Kranjčec, Siniša Slavin  
Predsjednik upravnog odbora: Michael Herbeck

Transakcijski računi:  
Zagrebačka banka d.d.  
HR9623600001102209739

Privredna banka Zagreb d.d.  
HR6223400091110156062

Erste&Steiermärkische Bank d.d.  
HR0924020061100979451

parties.

9.2. Exception to the rule from Article 9.1. is an extraordinary change in price and changed circumstances described in Article 6 of these General Terms and Conditions of Sale.

9.3. MIV d.d. can modify its offer until the Buyer hasn't received written Order confirmation based on that offer.

9.4. The Buyer can change the order as long as MIV d.d. did not send the written Order confirmation.

9.5. All changes must be given in writing.

## **10. WITHDRAWAL AND TERMINATION**

10.1. In the case of business cooperation agreements which are the subject of sales of goods, umbrella sales agreements, distribution agreements or other similar contractual arrangements for the repeated sale of goods concluded for a definite or indefinite period, either party may unilaterally terminate such agreement by written notice to the other party with a notice period of 90 days, unless otherwise agreed in the contract itself.

10.2. MIV d.d. and the Buyer may at any time terminate any contract by the rules of General Terms and Conditions of Sale.

10.3. MIV d.d. may terminate the contractual relationship based on special rules referred to in Article 7.10. of these General Terms and Conditions of Sale.

10.4. MIV d.d. and the Buyer may unilaterally terminate any contractual relationship based on special rules on the right of termination in case of force majeure or other unforeseeable circumstances referred to in Article 11 of these General Terms and Conditions of Sale.

## **11. "HIGHER FORCE" (FORCE MAJEURE) AND UNFORSEEN CIRCUMSTANCES**

11.1. In these General Terms and Conditions of Sale, force majeure is defined as an external event that prevents MIV d.d. or a customer to meet his obligations, which could not have been foreseen, and even if they could have been foreseen, they could not have been prevented. Examples of force majeure are wars, occupation, strikes, earthquakes, floods or another declared natural disaster. A pandemic is not considered force majeure unless the competent state authority declares it to be such (eg a decision on a complete lockdown).

11.2. In these General Terms and Conditions of Sale, unforeseen circumstances are defined as such events that affect the fulfillment of the obligations of MIV d.d., and which are not the fault of MIV d.d. and for which MIV d.d. could not have known, nor objectively expected them at the time when MIV d.d. entered the contract, made the offer or sent order confirmation but they occurred by a change of circumstances of such magnitude that MIV d.d. would not have entered into a contractual relationship if they existed at the time of concluding the contract, offer issuing or sending an order confirmation.

11.3. Definitions from Article 11.1. and Article 11.2. apply to the cases prescribed in Articles 7.4. and 7.5. of General Terms and Conditions of Sale.

11.4. MIV d.d. and the Buyer may exclude in the contract, offer, or order confirmation of that order the application of the institute of unforeseeable difficulties in their contractual relationship. In that case the rules relating to unforeseeable difficulties will not apply to that contractual relationship at all.

11.5. The contracting parties are not responsible for the non-fulfillment of their obligations in case of force majeure.

11.6. Each contracting party must notify the other contracting party within 3 days of the occurrence of circumstances constituting force majeure.

11.7. If the force majeure lasts longer than 60 days, the contracting party that is not affected by force majeure may unilaterally terminate the contract, whereby the parties will owe each other only what they have received from that party under that contract.

11.8. In the event of unforeseeable difficulties as defined in these General Terms and Conditions of Sale, MIV d.d. and the Buyer will enter into negotiations to adapt to the conditions of the new situation.

11.9. If after such negotiations it turns out that it is not possible to adapt to the new situation and that such unforeseeable difficulties will result in the contract or order is impossible to fulfill in whole or in its basic parts without MIV d.d. inflicting excessive losses; MIV d.d. has the right based on a unilateral written statement to withdraw from the contract or order in whole or in part. MIV d.d. must document, explain and deliver to the Buyer in writing the reasons for this withdrawal. In such a case, as described in this article, the Buyer has no right to demand compensation, tangible or intangible, direct or lost profits. The Buyer has the right only to demand a refund of funds already paid to MIV d.d. for a delivery or service that will not be performed.

## **12. APPLICABLE LAW AND JURISDICTION**

12.1. Croatian law is applicable for all contractual relations concluded by MIV d.d., unless otherwise expressly agreed in those contractual relations.

12.2. MIV d.d. commits to respect all the provisions of these General Terms and Conditions of Sale and all the provisions of individual contractual relations. MIV d.d. commits to approaching any dispute in a way that primarily seeks a peaceful solution, but if this is not possible, the Commercial Court in Varaždin will have jurisdiction for all disputes arising from or were in connection with these General Terms and Conditions of Sale or individual contractual relations.

12.3. MIV d.d. and the Buyer may exceptionally contract a different jurisdiction for a single contract, offer, order confirmation or for another contractual relationship.

12.4. By way of derogation from the other provisions of this Article, MIV d.d. and the Buyer may,

*Metalska industrija Varaždin dioničko društvo*  
Metalska ulica 2  
42 000 Varaždin  
Hrvatska  
Telefon: +385 42 404-100,290-100  
Telefax: +385 42 242-004  
E-mail: [miv@miv.hr](mailto:miv@miv.hr)  
URL: <http://www.miv.hr>  
EU VAT BROJ HR95240603723

MBS: 070032908  
Upisano kod Trgovačkog suda u Varaždinu  
MB: 03632636; OIB 95240603723  
Temeljni kapital 57.969.480,00 kn  
u cijelosti uplaćen  
15.018 izdanih dionica nominalne  
vrijednosti 3.860,00 kn  
Izvršni direktori: Krešimir Kranjčec, Siniša Slavin  
Predsjednik upravnog odbora: Michael Herbeck

Transakcijski računi:  
Zagrebačka banka d.d.  
HR9623600001102209739

Privredna banka Zagreb d.d.  
HR6223400091110156062

Erste&Steiermärkische Bank d.d.  
HR0924020061100979451

exclude by the arbitration clause the regular route of judicial protection and arrange arbitration for an individual contract, offer, order confirmation or other contractual relationship.

12.5. In the case referred to in Article 12.4. of these General Terms and Conditions of Sale, the rules of the Swiss Arbitration and the jurisdiction of the Swiss Arbitration Centre will be agreed in the form of a special provision containing the arbitration clause model.

### **13. SALVATORY CLAUSE**

13.1. If any provision of these General Terms and Conditions of Sale or any individual contract, offer, order, order confirmation or any other contractual relationship would be null and void, and the remainder of that contractual relationship can be applied without such null and void provision, such null and void provision will not be applied, while the remainder of the contractual relationship or the General Terms and Conditions of Sale will remain in force.

13.2. In the case referred to in Article 13.1., MIV d.d. shall issue a new, valid provision instead of such a null and void provision. New provision shall be as similar as possible to that null and void provision in its legal and economic sense.

### **14. PERSONAL DATA PROTECTION (GDPR)**

14.1. MIV d.d. and the Buyer guarantee that collected personal data related to the contractual relations to which these General Terms and Conditions of Sale apply are processed, used and/or delivered to third parties, only in connection with the implementation of business activities of the contracting parties under the contractual relations based on and by the provisions of the General Regulation on Personal Data Protection (EU, 2016/679; GDPR).

14.2. The contracting parties guarantee that the processing of personal data will be performed only by persons authorized to do so, and only those personal data necessary for the implementation of contractual obligations determined by a particular contractual relationship will be processed in compliance with the processing principles, the lawfulness of processing and other provisions of GDPR.

14.3. The Buyer commits to apply in his work at least the level of personal data protection prescribed by MIV d.d.

14.4. Violation of the obligation to protect personal data is a justifiable reason for termination of this Agreement and implies liability for damages to the injured party.

### **15. ANTI-CORRUPTION CLAUSE AND SANCTION CLAUSE**

15.1. In fulfilling its obligations under the contractual relationship to which these General Terms and Conditions of Sale apply, MIV d.d. and the Buyer and / or their employees or authorized representatives, will not make payments, offer payments, tacitly accept payments, either in cash or other valuables, directly or indirectly, to or from any persons, with a purpose to direct them to action or decisions, which would lead to the acquisition of unfair advantage or some other illicit purpose.

15.2. In fulfilling its obligations under the contractual relationship to which these General Terms and Conditions of Sale apply, MIV d.d. and the Buyer and/or their employees or authorized representatives will not perform any other actions, which about the positive regulations, would be qualified as: taking/giving commercial bribes, illegal endowment, abuse of power or any other actions that violate applicable legal obligations or are contrary to international regulations related to the suppression of legalization of proceeds of crime.

15.3. If MIV d.d. or the Buyer would suspect the violation or possibility of committing any violation of the provisions prescribed in Article 15.1. or 15.2., the party in question shall notify the other party in writing. In its written notice, the party shall comment on the facts or submit material that can reliably confirm or make probable that a violation of any of the provisions of Article 15.1 or Article 15.2 has occurred or may occur (by another party and/or its employees or authorized representatives), which by the positive regulations would be qualified as taking/receiving a commercial bribe, illegal gift, abuse of power or any other action that violates applicable legal obligations or is in contradictions with international regulations related to the suppression of legalization of proceeds of crime.

15.4. Upon receipt of a written statement from the party to whom the said notice was sent, the party shall send a confirmation that the violation has not occurred or will not occur. This confirmation must be sent within 30 (thirty) days from the date of receipt of the written statement.

15.5. In the event of a violation of Article 15.3., the other party will have the right to terminate unilaterally and without notice the contractual relationship without any repercussions with the right to civil damages if corruption liability is established in criminal proceedings.

15.6. MIV d.d. is under no obligation to perform any contractual obligation to the extent that MIV d.d. would be subject to any sanctions, prohibitions or restrictions under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America. or the Republic of Croatia.

## **16. INSURANCE**

16.1. For all orders whose value is higher than HRK 25,000.00, the Buyer must pay to MIV d.d. the order in advance or issue a promissory note for it in the minimum amount of 100% of the order amount or a bank guarantee for the stated amount.

16.2. For all orders whose payment term is longer than 30 days, the Buyer must issue to MIV d.d. a promissory note in the minimum amount of 100% of the order amount or a bank guarantee for the stated amount.

16.3. For all orders to foreign customers, the buyer must pay to MIV d.d. the order in advance or issue a bank guarantee for it for the stated amount issued by a first-class international bank.

16.4. In legal terms, the goods will be considered to be a property of MIV d.d. until the moment when the goods are paid by the Buyer, except in terms of costs and damages that the goods could cause after

the moment of risk transfer by the applicable parity. In this case, the provisions of Article 7.11 of these General Terms and Conditions of Sale shall apply. Such damage or costs will in general affect the buyer.

## **17. FINAL PROVISIONS**

17.1. These General Terms and Conditions of Sale shall enter into force on 1 January 2022 and shall apply to all contractual relationships arising after that date, as well as to those contractual relationships arising before that date, but their application shall be contracted for the period from 1 January 2022. years onwards. For those relationships contracted for the period before and after 1 January 2022, these General Terms and Conditions of Sale will not apply until that date, while from that date onwards they will apply.

17.2. These General Terms and Conditions of Sale have been compiled in Croatian and are translated into German, English and Russian. In case of discrepancies between the texts, the merit will always be the Croatian version of the General Terms and Conditions of Sale.

17.3. Unless otherwise specified in a specific contractual agreement, the number of copies of the contract based on these General Terms and Conditions of Sale shall be one per each contracting party, as described in Article 3.7.

17.4. Unless otherwise specified in a special agreement, payments arising from contractual relations governed by these General Terms and Conditions of Sale shall be made in Croatian Kuna (HRK) if the Buyer is a domestic legal or natural subject, or in Euros (EUR), if the Buyer is a foreign natural or legal subject. It is allowed to agree on the price in the currency clause in which case the currency clause will be linked to the middle exchange rate of the Croatian National Bank on the day of issuing the invoice.

17.5. The Buyer is forbidden to transfer the contract without the consent of MIV d.d.

17.6. If any form of the commission is part of any contractual relationship to which these General Terms and Conditions of Sale apply, the recipient of the commission shall be liable to submit to MIV d.d. the Intermediary Diary according to the form submitted to him by MIV d.d., proving that the mediation has taken place, that all the actions have been carried out and to what extent.