

## **GENERAL TERMS AND CONDITIONS OF PURCHASE of MIV d.d.**

### **I. Scope/inquiries/offers/conclusion of a contract/modifications/formal requirements**

1. These General Purchase Terms apply exclusively to all transactions between suppliers of deliveries and services and us and any of our affiliates, unless agreed otherwise. These General Purchase Terms also apply to all future transactions between us and the supplier in ongoing business relationships. Any supplier terms conflicting with these General Purchase Terms will not be accepted, unless they have been specifically approved by us in writing; in particular, silence on our part or acceptance or payment of the delivery or service shall not constitute consent.

2. Our inquiries are without commitment and do not incur any handling charges of the supplier. We exclusively reserve full and unrestricted title, our full rights and all exploitation rights to our drawings, images, models, plans and other documents as well as information in tangible and intangible, including but not limited to electronic, form and all specifications, experiences, knowhow, inventions, industrial property rights, designs and trademarks (together the "**Information**"). All Information that is not public domain shall be treated confidential and not be disclosed to third parties. Tangible and intangible Information shall at any time upon request or if no transaction is concluded be returned to us without delay and electronic Information shall be erased without delay.

3. Offers of the supplier are binding (unless explicitly marked as non-binding) and shall be fully consistent with our inquiries and Information. Any differences must be marked. Alternative solutions may be offered separately. Offers are deemed accepted and a contract thus comes into effect upon our order in writing or text form (including EDI, email, fax); when in doubt, the nature and scope of a transaction is determined by the content of our order, in particular if the supplier does not object in writing without delay. The supplier will confirm the receipt and processing of our order without delay. We reserve the right to only accept parts of any offer.

4. We reserve the right to modify our orders at a later point in time. In the event of any such modification the supplier will submit an offer to us that is proportionate to the initial offer and to the modification, and will reasonably consider the effects in terms of additional or reduced costs and on the delivery dates.

5. Any changes to these terms at the time of conclusion of the contract must be agreed in writing or text form (including EDI, email, fax); this also includes changes to this formal requirement and changes after the conclusion of the contract.

### **II. Prices/delivery/packaging/insurance/legal compliance/rights of retention**

1. The agreed prices are fixed prices. Unless expressly agreed otherwise, shipments will be **CPT Varaždin (Incoterms 2020)**. The supplier shall choose the most cost-efficient and suitable shipping option for us, except as otherwise agreed.

2. Every shipment must include a delivery note specifying the delivered items by type, quantity and weight. Our order number and, if applicable, product name must be indicated on delivery notes, waybills, invoices and all correspondence. Any inspection certificates and approvals must always be included with the invoice or delivery note. Furthermore, the supplier shall submit to us all documents required for purposes of exportation, importation and transit or transportation.

3. We will only accept delivery of the quantities or number of units ordered by us, at the agreed date. Excess or short delivery, delivery by instalments or schedule variance shall only be permissible upon prior agreement with us. The ordered quantities must be observed unless quantity variations have been agreed. In the event of pre-schedule delivery or services, we may refuse to accept and return or store the deliverables at our premises, at the supplier's cost and risk, until the delivery date. In the event of pre-schedule delivery or services the supplier's payment claims will not mature earlier.

4. The deliveries shall be packed so as to avoid damage in transit. Packaging material may only be used as necessary to accomplish this purpose.

5. The obligation to take back packaging is governed by the applicable laws. The supplier also will comply with all other regulations imposed by law or any authority with regard to labelling, packaging,

shipping, transport, importation, transit, exportation etc., and will inform us without delay of any contributions required from our side.

6. The supplier may exercise rights of retention against us only on the basis of claims from the same contractual relationship that are undisputed, are ready for adjudication or have been established by final enforceable judgment. Any setoff by the supplier shall only be permitted on the basis of counterclaims that have been established by final enforceable judgment, are ready for adjudication or are undisputed.

### **III. Invoices/payment**

1. Invoices together with all related documents and data shall be submitted to us separately in due form after the delivery. Invoices that are not submitted in due form shall be deemed to have been received by us at the moment of their correction. Nothing in this shall prejudice any discount agreements as may have been made.

2. Claims fall due only upon receipt and inspection of the complete delivery and upon receipt of the due and proper invoice documents.

3. We may set off claims of the supplier against claims of our affiliates. This setoff is permitted whether or not the claim or counterclaim has become due. Claims that are not yet due will be brought to account on the value date.

4. All payments by us are subject to the supplier's due and proper fulfilment of the contract as well as to accuracy of prices and accounts. If the supplier fails to duly make delivery or perform a service, we may reasonably withhold payment until the contract has been duly fulfilled.

5. Payment will be made within 14 days with a 3 % discount, or according to the contract, after delivery and receipt of the invoice, unless expressly agreed otherwise.

6. If the supplier and we have agreed on billing at hourly wages, proof of the work based on hourly wages shall be documented separately and submitted to us for confirmation without delay, that is to say no later than by the beginning of the week following the performance of the work.

7. The supplier shall have no right to assign its claims against us or have them collected by a third party.

### **IV. Dates and deadlines/late delivery/force majeure**

1. The dates agreed between us and the supplier are binding unless they are expressly referred to as non-binding. Compliance with a delivery date is determined by the time of arrival of the delivery at the place of fulfilment or, as the case may be, the completion or delivery of the work results in a condition ready for acceptance, including delivery of the complete documentation required by law or regulations or agreed by contract, in the Croatian or, as may have been agreed, English language, for example approvals, certificates of inspection, certificates of conformity, operating and maintenance instructions, spare parts lists, user manual, etc.

2. The supplier shall advise us in writing without delay of any actual or foreseeable circumstances which imply that agreed dates cannot be observed, indicating the reasons and the anticipated duration of the delay.

3. If a delivery date cannot be observed for reasons within the supplier's control we may, after a reasonable respite allowed by us has expired without result, claim damages for noncompliance or obtain replacement from a third party and/or withdraw from the contract. No respite has to be set where the supplier seriously and definitively refuses to make the delivery or render the service, the delivery or service ceases to be of interest to us, or other good reasons dictate immediate action.

4. The supplier may plead absence of necessary documents, data, provision of materials, contributions and the like, to be supplied by us, only if the supplier has sent a timely written reminder and not received the contributions owed within a reasonable period of time.

5. Force majeure and industrial conflicts release us and the supplier of our obligations for the duration

of the circumstances and to the extent of their effects. We and the supplier are obliged, within reasonably acceptable limits, to immediately provide all necessary information and to adjust the obligations to the changed circumstances on a good faith basis. We are released of the obligation to accept the ordered deliveries or services or parts thereof and have the right to withdraw from the contract to the extent to which the deliveries or services – in consideration of economic aspects - cease to be of interest to us for reason of the delay caused by the force majeure event or industrial conflict.

6. The dates are considered to be an essential part of the agreement and therefor fall under the article 361. of the Croatian Obligations Law, meaning that, should those dates be breached, we have the power to terminate the contract by virtue of this provision alone. Any statement or act on our behalf to prolong the contract will be deemed as prolongation of its validity according to the afore mentioned article. Should a contractual relationship be terminated due to breach of date on the side of the Supplier, the Supplier shall be considered liable for such a termination and shall owe damages to us by way of regular rules and provisions of obligational law for damages, with the Suppliers guilt considered to be proven by the virtue of the breached date.

## **V. Quality/compliance/guarantees/representations/warranty**

1. The supplier shall render the deliveries and services in full conformity with the contractual agreements and/or legal requirements as well as the latest scientific and technical progress; in addition, the supplier shall perform an industry-standard quality assurance which by its nature and level is suitable, and submit proof of the quality assurance to us upon request.

2. The supplier shall ensure compliance with all legal requirements (for example with European and international product requirements and production standards such REACH, CLP, RoHs, RED, CE conformity, conflict resources; packaging, eco-design, electrical equipment, occupational safety, etc.). The supplier shall communicate all relevant information to us and indemnify us against all claims and penalties in the event of noncompliance with any conditions and restrictions. The supplier assures that it does not contravene any laws, regulations and measures imposed by authorities.

3. The supplier guarantees to have full and unrestricted control of the supplier's deliveries and services.

4. In the case of contracts of sale and contracts for manufacture and supply, we shall report any apparent lack of conformity of the delivery to the supplier in writing without delay as soon as the lack of conformity has been determined in the ordinary course of business. Our report shall be deemed to have been made without delay if it has been made within two weeks after receipt of the delivery by us. We shall report any lack of conformity that is detectable later to the supplier within 2 weeks.

5. In the event of acceptance of the delivery or work results, the supplier shall give us 10 days' advance notice that the goods or work results are ready for acceptance; the acceptance procedure will follow an acceptance log prepared by us in agreement with the supplier, in which any obvious lack of conformity will be documented.

6. If the supplier fails to begin remedying any lack of conformity without delay upon our request, or in exigent circumstances, or if the matter is urgent for other important reasons, we may take the necessary measures ourselves or arrange for them to be taken by a third party, at the supplier's expense.

7. If any remedial action/replacement delivery is impossible or remains without result, or is delayed beyond a reasonable deadline set by us in writing or is refused, we will be entitled to the statutory rights of rescission of the contract or reduction. We expressly reserve all further rights and claims for damages for improper performance or noncompliance.

8. The statutory warranty period applies. It commences no later than 12 months after full delivery by the supplier to the place of fulfilment or acceptance of the work results by us.

## **VI. Liability**

1. If the delivery or work result involves a lack of conformity or is otherwise defective, if the supplier contravenes any contractual duties of care, custodial care or information or other contractual secondary duties, or if a contractually agreed date is not observed, the supplier shall be liable to us for any resultant loss, without any further proof of the merits of the claim being required other than proof of an objective

breach of duty, of the causal link to the loss incurred, and of the amount of the loss.

2. The supplier may only exclude its liability for a breach of duty by demonstrating absence of fault. The supplier shall be equally responsible for its own fault and for the fault of any vicarious agents engaged in the discharge of the supplier's duties or of any upstream supplier. The supplier may not exclude its liability by demonstrating the due and proper selection or monitoring of the vicarious agents or upstream suppliers. The supplier's liability shall not be subject to any limitation.

3. The supplier shall maintain adequate liability insurance cover. The supplier shall adequately insure all risks arising out of product liability including the risk of recall, and submit appropriate proof of insurance upon request.

## VII. IP rights

1. The supplier is responsible for that its deliveries and services do not involve any infringement of third party rights, in particular but not limited to patents, licenses or other IP rights or pending patents of third parties, and shall indemnify us against any third party claims.

2. We may, at the supplier's expense, obtain authorisation from authorised parties to use the deliveries and services in question.

## VIII. Tooling

1. Models, tools and similar devices provided to the supplier by us are subject to confidentiality and remain our exclusive property, and the supplier shall store them properly and mark them so as to clearly distinguish them as our property. The models, tools and devices must not be passed on to third parties or used by the supplier or the supplier's legal successors to manufacture identical or similar products. They shall be protected against any kind of misuse, kept confidential from unauthorised persons, and returned to us without delay upon our request or termination of the contract. The supplier is not entitled to any counterclaim against this return obligation.

2. Production equipment manufactured by the supplier and paid for by us shall be our property and be returned to us without delay upon our request or termination of the contract. The supplier is not entitled to any counterclaim against this return obligation. Any changes to the production equipment shall be subject to our consent; the production equipment shall be checked for proper operation and/or dimensional accuracy at regular intervals. Any lack of conformity as may be determined shall be reported to us without delay and the further steps shall be agreed.

Replacement costs or repair costs caused by any improper handling of our production equipment shall be borne by the supplier. Any replacement costs or repair costs for production equipment that are incurred by ordinary wear and tear shall be reported to us without delay and are subject to a written confirmation of cost coverage.

3. Production equipment will be preserved for at least 5 years after its last use (for example, casting). Production equipment may only be scrapped or returned after we have given our consent in writing. The cost of scrapping will be borne by the supplier.

4. In any event of compulsory enforcement against our property or other production equipment, the supplier must notify us without delay to allow us to safeguard our rights.

## IX. Compliance/Duties of Conduct/Code of Conduct

1. MIV d.d. places great value **on respectful and considerate interactions** within the company, which are based on the observance of human rights and anti-discrimination regulations as well as an appropriate **treatment of third parties**, which includes the rejection of child labour and forced labour. Current **legislation must be complied** with at all times. This includes data protection regulations as well as compliance with anti-corruption guidelines. Our **actions are guided by a concern for the environment**, which is reflected in the purchase of sustainable products and the promotion of environmentally friendly technologies.

2. MIV d.d.'s suppliers and business partners observe and uphold the globally applicable regulations on the protection of human rights as fundamental and universal requirements, in particular the

regulations on the legal minimum age for the employment of children as set out in ILO Conventions 138 to 182, as well as the prohibition of forced labour.

3. The supplier shall inform its suppliers of the contents of this provision, and make best efforts to ensure that they observe these accordingly and to check compliance with the respective obligations on a regular basis.

4. In the event that the partner breaches his obligations specified in this section, he shall incur a contractual penalty for every instance of infringement unless he is not responsible for such. The level of the contractual penalty shall depend on the severity and the consequences of the infringement. The precise amount of the contractual penalty shall be 100.000,00 €. The contractual penalty shall be set off against the claims to damages of the client resulting from the infringement. The obligation to comply with other provisions of the contract shall remain unaffected by the payment of the contractual penalty. Any damages incurred to us which would not be covered by the contractual penalty may be separately sought in front of a competent court in the surplus amount to the afore stated contractual penalty.

5. Should a breach of the provisions of this Code of Conduct be established, the client shall notify the supplier thereof in writing within one month and set a reasonable grace period so as to allow the supplier to bring his conduct into line with these provisions. If such a breach is subject to a culpable act and a continuation of the contract up to its ordinary termination is therefore unreasonable for the client, the latter may terminate the contract after expiry of the fruitless statutory period if he has threatened to do so when setting the period of grace. The right to extraordinary termination without a grace period shall remain unaffected, as shall the right to compensation for damages.

#### **X. Termination of contract**

1. In the event of any long-term impediment to delivery, late delivery, material breach of contract, significant lack of conformity, discontinuation of payment or opening of insolvency proceedings, refusal of a request to open insolvency proceedings for lack of assets or initiation of similar proceedings against the supplier, we may refuse fulfilment of the contract in whole or in part and claim damages for noncompliance. If the supplier's insolvency is imminent or has occurred, we may also withhold a reasonable security for the duration of the applicable warranty periods.

2. We may at any time terminate the contract or parts thereof. In any such case the supplier will be entitled to receive the full remuneration for deliveries and services rendered to date and for unavoidable costs caused by the order. The profit share entitlement will be limited to 3% or less of the remaining order value.

3. If the supplier terminates the contract for any cause within our responsibility, the supplier will be entitled to receive the full remuneration for deliveries and services rendered to date and for unavoidable costs caused by the order. There exist no further or other claims.

#### **XI. Place of fulfilment/language/jurisdiction/governing law**

1. Unless expressly agreed otherwise, the place of fulfilment of the delivery obligation is the shipping address or point of use requested by us.

2. The place of fulfilment for payments is any location where we maintain or where any of our affiliates maintains an account with a banking institution.

3. The language of contract is Croatian or English. If the contracting parties use any third language, the terms of the Croatian language version shall prevail. All correspondence and other documents and records must be in Croatian or English.

4. The contract is governed by Croatian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

5. The Commercial Court in Varaždin, shall be the place of jurisdiction for all disputes. We reserve the right, however, to enforce our claims in any other admissible court of jurisdiction.

MIV d.d.

Amended on 01.12.2023.