

GENERAL TERMS AND CONDITIONS OF BUSINESS

General provisions

Article 1.

1.1. In accordance with the provision of art. 295. of the Obligations Act (Zakon o obveznim odnosima; Official Gazette (Narodne novine), number: 35/05, 41/08, 125/11, 78/15, 29/18, 126/21), these General terms and conditions of business (hereinafter: General terms and conditions) are contractual provisions drafted for a larger number of contracts, i.e., agreements (hereinafter: contract), which the company **LASER INŽENJERING d.o.o.**, with its registered seat in Croatia, Zagreb, Sisačka cesta 11, OIB (PIN): 77170927797, proposes to the other contracting party (hereinafter: purchaser), before or at the time of the conclusion of a specific contract, in the manner of the specific contract referring to the provisions of these General terms and conditions as applicable.

1.2. These General terms and conditions contain provisions on regulating mutual rights and obligations that stem from a specific contract, such as a sale purchase agreement or a works performance agreement, i.e., any contract which LASER INŽENJERING d.o.o. concludes with another person other than a consumer, if the specific contract refers to provisions of these General terms and conditions as applicable.

1.3. These General terms and conditions have been duly drafted and published in Croatian and in English. In case of uncertainty, doubt or any other discrepancy between the two variants, the Croatian text shall have preference and shall constitute the only valid and binding version of the provisions.

1.4. These General terms and conditions are an integral part of a specific contract which refers to them as applicable. By concluding the specific contract, the other contracting party confirms that they are familiar with the content of these General terms and conditions, and that they have accepted their application on the specific contract. These General terms and conditions fulfil the provisions in the concluded specific contract and in case of discrepancy between the two, the provisions of the specific contract shall have preference.

1.5. If the other contracting party has their own general terms and conditions in the sense of the provision of the art. 295. of the Obligations Act, only the provisions of these General terms and conditions shall be deemed applicable on the specific contract. Any terms and conditions of the other contracting party are hereby rejected.

1.6. All documents handed over to the purchaser, in particular cost estimates, drafts, models, technical calculations and the like, remain the property of LASER INŽENJERING d.o.o. The purchaser is not entitled to make these documents accessible to third parties and undertakes not to make the content of such documents accessible to third parties. Such documents are to be returned immediately, if requested by LASER INŽENJERING d.o.o.

Conclusion of Contract

Article 2.

2.1. The offers issued by LASER INŽENJERING d.o.o. are non-binding, unless specified otherwise in the offer. The term for acceptance of an issued, binding offer, lasts for 8 (in words: eight) days, unless specified otherwise in the offer.

2.2. Any order of a purchaser, regardless in which form it may be issued, shall, unless otherwise agreed, require LASER INŽENJERING d.o.o.'s express declaration of acceptance in order to conclude a binding contract. After the conclusion of the contract, any change of the purchaser's order shall, correspondingly, require the confirmation of LASER INŽENJERING d.o.o.

2.3. Any declaration by LASER INŽENJERING d.o.o. as to the concluding, amendment or ending of a contract shall require either a document in writing bearing signatures or any other text document of a replicable nature displaying the originating signatory.

2.4. A framework agreement covering a fixed quantity to be delivered shall obligate the purchaser to accept and pay for the entire quantity to be delivered within the agreed period; any call-up order of the purchaser which exceeds the agreed-upon quantity shall have its own performance time.

2.5. A framework agreement which itemizes only prices in relation to undefined delivery quantities, but which contains no obligations of the purchaser to accept specific quantities, shall not constitute any duty to supply on the part of LASER INŽENJERING d.o.o.; any duty to supply shall be constituted

only by way of a binding contract, the concluding of which shall be subject to the discretion of LASER INŽENJERING d.o.o.

Purchase price

Article 3.

3.1. The purchase price shall be due by no later than the 15th (in words: fifteenth) calendar day of the month following the delivery ex works or the removal or request for such from the LASER INŽENJERING d.o.o.'s warehouse, unless specified otherwise in the offer.

3.2. If it is agreed that the purchaser, within a certain timeframe following LASER INŽENJERING d.o.o.'s provision of a notice of readiness for dispatch, is to issue a release for dispatch statement pertaining to ordered goods, LASER INŽENJERING d.o.o. shall, from the expiry of such timeframe onwards, be entitled to store the goods for a charge and to invoice both the goods and the cost of storage; in such case the purchase price shall be due for payment 30 (in words: thirty) days from the date of invoice. The rights under the provision of this article, par. 3.5., shall remain reserved.

3.3. Payment shall be without any discount for early payment so that the funds shall be available to LASER INŽENJERING d.o.o. on the due date. The purchaser shall only be entitled to set off claims that are undisputed or final and absolute under a court judgement; any rights of the purchaser to retain money shall be limited to those arising from the same contractual relationship.

3.4. In case of any failure to pay by the target date, interest shall be charged at the maximum contractual interest rate allowed by Croatian positive law, which, at the moment of publishing of these General terms and conditions, amounts to 12,79%. In order to avoid any doubts, the contractual interest rate in case of delay of the purchaser is the maximum contractual interest rate that is current at the moment of delay, as proscribed by the provision of the article 26. par. 2. of the Obligations Act.

3.5. If LASER INŽENJERING d.o.o.'s claim for the purchase price is put at risk due to any subsequent circumstances which lead or could lead to a substantial deterioration of assets of the purchaser, LASER INŽENJERING d.o.o. shall be entitled to immediately declare such amount due for payment.

3.6. If a case as described in the provision of this art., paragraph 3.5., or in the provision of art. 5., paragraph 5.7.. arises, LASER INŽENJERING d.o.o. may revoke any authorisation to collect (as described in the provision of art. 5., paragraph 5.6.), and demand payment in advance for any outstanding future deliveries.

3.7. The purchaser may avoid the legal consequences described in the previous paragraph by providing a security which amounts to the due payment. If the purchaser does not provide advance payment or reasonable security within a reasonable deadline, LASER INŽENJERING d.o.o. may withdraw from the contract to the exclusion of any rights of the purchaser to claim for compensation.

3.8. If any acceptance/testing of materials is agreed-upon, the purchaser shall bear the costs for its own personnel and those of personnel it instructs and shall reimburse LASER INŽENJERING d.o.o.'s expenses according to LASER INŽENJERING d.o.o.'s current price list. Acceptance shall be carried out in LASER INŽENJERING d.o.o.'s plant, i.e., warehouse.

3.9. Any additional services not specified in LASER INŽENJERING d.o.o.'s price list and in relation to which no remuneration agreement has been entered into, shall be paid for according to LASER INŽENJERING d.o.o.'s current hourly rate for extra services, or if at a specific moment, it is not possible to establish the current hourly rate, , it shall be paid in the amount of the current price according to market customs in the place of provision of additional services (local amount of compensation for comparative work).

3.10. In case of any substantial changes in the costs of raw materials, input materials, energy, transport, or environmental protection, or in case of the introduction of any new public charges, or any substantial increase of existing public charges, or in case of any burden of a similar effect, whether of a civil or public nature, which in total or individually lead to a substantial increase in LASER INŽENJERING d.o.o.'s costs of performing the contractually owed goods or services in comparison to the costs used as the basis for concluding the contract, LASER INŽENJERING d.o.o. may unilaterally increase the prices to the extent that the increased prices constitute a transfer of the actual increase in costs using the original basis of calculation; this shall not apply if the binding or non-binding delivery dates are within the first four months from the date of the concluding of the contract; furthermore, this shall not apply if the changes in costs were foreseeable in concrete terms. In relation to framework agreements in accordance with the provisions of art. 2., paragraphs 2.4. and 2.5., this provision shall apply accordingly on the basis that the four-month deadline shall commence from the time of the concluding of the framework agreement. Any increase in prices shall be limited to the actual changes in costs of the respective pricing elements and shall be notified to the purchaser without undue delay.

Securities

Article 4.

4.1. LASER INŽENJERING d.o.o. shall be entitled – notwithstanding other legal and contractual rights – to receive a valuable security for all its claims arising from its obligation to deliver goods and services, even to the extent that such claims are conditional or of limited duration. LASER INŽENJERING d.o.o.'s failure or omission to enforce its claim for securitization, regardless of whether in individual cases or temporarily, or to exhaust the maximum possible amount, shall under no circumstances constitute a waiver of any right to such security.

4.2. When the purchaser fails to provide a demanded security or fails to prolongate a rendered security which is about to elapse, although having been requested to do so, LASER INŽENJERING d.o.o. shall be entitled to exercise a right of retention and a right to deny access to stock withdrawals pertaining to any deliveries and services which have not been performed yet. After unsuccessful expiration of a deadline, LASER INŽENJERING d.o.o. shall be entitled to withdraw from the contract concerning any goods and services that have not been performed yet, whereas the purchaser shall forfeit any claims for compensation.

4.3. Whenever LASER INŽENJERING d.o.o. processes or finishes an item that has been supplied or made available to it by the purchaser, or whenever it renders services in relation to such item or uses the item as an auxiliary means of performing its goods or services, LASER INŽENJERING d.o.o. has the right to demand from the purchaser to establish a contract-based lien on such items in LASER INŽENJERING d.o.o.'s favour to support the securing of any payment claims for the processing or finishing as well as for any additional services. Any rights resulting from liens which are prescribed by positive law shall not be affected thereby.

Retention of ownership (property) rights

Article 5.

5.1. Any and all goods that are provided by LASER INŽENJERING d.o.o. shall remain its property in the sense of the provision of art. 30., paragraph 1. of the Property and Other Real Rights Act (Zakon o vlasništvu i drugim stvarnim pravima; Official Gazette (Narodne novine), number: 91/96, 68/98, 137/99, 22/00, 73/00, 129/00, 114/01, 79/06, 141/06, 146/08, 38/09, 153/09, 143/12, 152/14, 81/15, 94/17), until such time as all claims, and in particular, claims related to any

outstanding balances which are owed to LASER INŽENJERING d.o.o. in relation to the business relationship have been satisfied. This shall also apply to future and conditional claims. LASER INŽENJERING d.o.o. may label the goods in question with retention of ownership rights as such and prohibit the purchaser from removing or making unrecognisable such labels, or it may require the purchaser to subsequently undertake such labelling.

5.2. The purchaser may sell the goods on which LASER INŽENJERING d.o.o. has retained ownership rights, only in the course of normal business activities subject to its normal business conditions and only if it is not in default, provided that the claims arising from the resale in accordance with provisions of paragraphs 5.3. and 5.4. of this art. are transferred to LASER INŽENJERING d.o.o. The purchaser shall not otherwise be entitled to dispose of the goods in question. The use of the goods in question to complete construction contracts (work performance contract) shall also be regarded as being a resale in terms of the provision of paragraph 5.3.

5.3. Any claims of the purchaser arising from the resale of the goods on which LASER INŽENJERING d.o.o. has retained ownership rights are hereby assigned (transferred, ceded) to LASER INŽENJERING d.o.o. in advance. The buyer is obligated to notify the third party to whom he resells the goods about the assignment (cession) of the claim to LASER INŽENJERING d.o.o., without delay. The claims in question are ceded to secure LASER INŽENJERING d.o.o.'s claims towards the Purchaser.

5.4. If the goods on which LASER INŽENJERING d.o.o. has retained ownership rights are sold by the purchaser in conjunction with other goods, the claim arising from the resale shall be assigned to LASER INŽENJERING d.o.o. in proportion to the invoice value of the retention of goods in question and the invoice value of the other goods.

5.5. The purchaser may collect any payments claimed arising from a resale unless LASER INŽENJERING d.o.o. revokes the right to collect payments. LASER INŽENJERING d.o.o. shall be entitled to revoke the right to collect payments as soon its claim for payment concerning deliveries and services that have already been performed or that are going to be performed is at risk and the purchaser fails to render any other suitable security. Upon LASER INŽENJERING d.o.o.'s request, the purchaser shall immediately notify its customers of the assignment to LASER INŽENJERING d.o.o. – insofar as such is not undertaken by itself – and shall provide it with the necessary documentation to collect payments. In no event shall the purchaser be entitled to assign, set off or in any way dispose of such a claim.

5.6. If the purchaser is in default with payment, LASER INŽENJERING d.o.o. shall, upon unsuccessful expiry of a deadline, be entitled to withdraw from the contract concerning the relevant goods. Following the withdrawal from the contract, LASER INŽENJERING d.o.o. shall be entitled to

prohibit any further processing of the goods, to recover the goods and in connection therewith to access the premises of the purchaser.

5.7. The purchaser shall notify LASER INŽENJERING d.o.o. without delay of any lien or other encumbrance by a third party, pertaining to the goods in question.

Delivered goods and origin of goods

Article 6.

6.1. The goods to be delivered and the quantity and quality thereof shall be in accordance with the individual written agreement, i.e., the specific contract.

6.2. Any properties of the goods as per LASER INŽENJERING d.o.o.'s confirmation shall always refer to the status at the time of supply to the purchaser and may be subject to significant alteration during or in connection with conventional subsequent processing (e. g. cold rolling, spheroidising, shaping, annealing); hence the responsibility for the perpetuation of the confirmed properties shall pass to the party carrying out any subsequent processing.

6.3. The origin of goods depends entirely on provisions of the specific contract. The purchaser shall be entitled to demand goods the origin of which, in terms of preferential customs regulations, is from the European Union, only if such place of origin has expressly been agreed upon.

Delivery Reservation; Delivery Dates; Force Majeure

Article 7.

7.1. Delivery dates shall be established in specific contracts, but shall in no case be deemed as established prior to complete clarification of any details of the order.

7.2. All delivery deadlines and dates can be extended due to unforeseeable disruption of production, insufficient supply of the necessary raw materials, input materials and third-party services

and untimely, incorrect and insufficient deliveries to LASER INŽENJERING d.o.o. Any failure to meet delivery deadlines or delivery dates because of one of the aforementioned reasons shall not constitute a default.

7.3. If the purchaser fails to timely perform any contractual obligations, including its obligation to assist or supplementary obligations, such as the provision of a letter of credit, the obtaining of domestic or foreign certificates, the provision of advance payments or any similar matter, LASER INŽENJERING d.o.o. may extend its delivery dates and deadlines to a reasonable extent – notwithstanding its rights in relation to the default of the purchaser – according to the requirements of LASER INŽENJERING d.o.o.'s production procedures.

7.4. In case of Force Majeure, the contractual obligations of both parties shall be suspended and the dates and deadlines for the performance of contractual obligations shall be postponed correspondingly. Force Majeure shall include any material event or incident which occurs after the conclusion of a contract and which cannot be prevented even if the utmost care is exercised and which results in a party being unable to fulfil its contractual obligations or only being able to do so at unreasonable expense. Force Majeure shall include, without being limited to: natural disaster, earthquake, volcanic eruption, severe thunderstorm, lightning, flood, unusually heavy snowfall, hurricane-force storm, fire, explosion, release of radiation or toxins, war, terrorism, threat of attack, cybercrime, riot or civil commotion, embargo or governmental, judicial or other sovereign action regardless of its legitimacy, epidemic or plague, currency collapse, inflation, collective labour dispute in LASER INŽENJERING d.o.o.'s or in third-party plants, substantial limitations to transportation, substantial mechanical failure, or any other event of similar severity. Any event of Force Majeure shall be notified to the other party without undue delay. At the earliest after a six-week period of a Force Majeure event, either of the parties may withdraw from that part of the contract which has been affected by Force Majeure, without being liable for a compensation for that withdrawal. The obligation to pay for goods or services that have already been performed shall not be affected by Force Majeure. Any rights of the purchaser to withdraw under the provision of art. 7. paragraph 7.6., shall not be affected thereby.

7.5. In case of default, LASER INŽENJERING d.o.o. shall be liable to the purchaser for damage and expenses arising out of or in connection with delays in performance only if LASER INŽENJERING d.o.o. culpably failed to meet agreed delivery deadlines and dates; its liability shall be determined in this regard in accordance with the provisions of art. 11. of these General terms and conditions. Without affecting its legal obligations to mitigate the damage, the purchaser shall, in particular, notify LASER INŽENJERING d.o.o. in writing without undue delay of any recognisable pending damage resulting from delay.

7.6. The purchaser may withdraw from the contract without setting any deadline if the performance of the entire delivery becomes permanently impossible for LASER INŽENJERING d.o.o. before the transfer of risk. In addition, the purchaser may withdraw from the contract if, in relation to any order, the performance or any part of the order becomes impossible, and it has a reasonable interest in refusing partial delivery. If this is not the case, the purchaser shall pay the relevant portion of the contract price resulting from the partial delivery. The same shall apply in case of LASER INŽENJERING d.o.o.'s inability to perform. In addition, the provisions of art. 11. shall apply.

7.7. The purchaser undertakes to fulfil the security and reliability requirements issued by the Croatian customs authorities and that it will comply with security and reliability requirements. The purchaser undertakes to immediately inform LASER INŽENJERING d.o.o. if any security or reliability requirements are infringed by it or any auxiliary party appointed by it in terms of the contract performance or if compliance can no longer be ensured. LASER INŽENJERING d.o.o. is entitled to terminate any contract for good reason if the purchaser does not comply with necessary security and reliability requirements, or if it does not provide any security declaration to LASER INŽENJERING d.o.o. after being requested to do so, or if the purchaser or any auxiliary party appointed by it for the performance of the contract substantially or repeatedly infringes on such security and reliability requirements.

Size, Weight, Quality

Article 8.

8.1. Any variation in size, weight and quality of the goods is permissible up to a point that is acceptable in accordance with the of applicable commercial practices. Weight shall be determined on LASER INŽENJERING d.o.o.'s certified scales, and such shall be the basis of invoicing. Proof of weight shall be by way of the provision of the weighing record. Unless individual weighing of the items - such being the usual procedure - takes place, the total weight of the delivery shall apply. Any differences in relation to the calculated individual weights shall be spread across such delivery proportionately.

Transport, Packing and Transfer of Risk

Article 9.

- 9.1. Generally, goods shall be transported at the expense and risk of the purchaser, and LASER INŽENJERING d.o.o. shall select a suitable carrier or transport company. At the request of the purchaser, LASER INŽENJERING d.o.o. shall arrange transport insurance at the expense of the purchaser.
- 9.2. For such transport, a freight supplement shall be charged in addition to the purchase price in accordance with the provisions agreed in the individual contract. All additional costs and expenses of transport not covered by the freight supplement shall, additionally, be invoiced to the purchaser.
- 9.3. In case of the collection of goods by the purchaser, LASER INŽENJERING d.o.o. is entitled to refuse to load any vehicles which do not appear to be suitable for correct and safe transport or which are not equipped with the necessary securing devices. In any case, if the purchaser collects the goods, he takes over the risk for the goods and shall be held responsible for all and any damages that could be sustained by the purchaser, any third person or property.
- 9.4. The purchaser is responsible for unloading in relation to all means of transport. It shall return to the transport company all unloaded wagons and loading units fully emptied, correctly cleaned, decontaminated, and complete with all moveable parts.
- 9.5. If the loading or transport of goods is delayed for reasons for which the purchaser is responsible, LASER INŽENJERING d.o.o. may, at the expense and risk of the purchaser, store the goods at its discretion, undertake all steps which it considers necessary for preserving the goods and invoice the goods as having been delivered.
- 9.6. The goods shall generally be delivered unpacked and unprotected, and no resulting external corrosion, transport-related soiling or superficial affects whatsoever shall qualify as a defect as to quality. Special packing or protection measures (e.g., for long-term storage, transport by sea or transport in winter conditions), shall be provided only if expressly ordered and at a further charge. The purchaser is obligated to review the goods upon delivery as to an intrusion of any humidity and to make sure that immediate drying and expeditious processing take place in cases when humidity has occurred. Packaging may be returned to LASER INŽENJERING d.o.o. free of charge. No costs of the purchaser for the transport of the packaging to LASER INŽENJERING d.o.o. or for any own disposal of the packaging by the purchaser shall be borne by the LASER INŽENJERING d.o.o.
- 9.7. Insofar as no agreement to the contrary is reached, the risk for accidental loss or deterioration of the goods during transport shall pass to the purchaser upon the transfer of the goods to the transporting party, and otherwise upon the readiness for collection by the purchaser. If the goods are

delivered or made ready at the request of the purchaser only upon its call up, the risk shall transfer – depending on which occurs first – upon the handing over of the goods or upon the expiry of the agreed timeframe following the notice of readiness for transport.

Rights Arising from Defects

Article 10.

10.1. The contractually owed quality and the absence of defects of LASER INŽENJERING d.o.o.'s goods shall exclusively be determined in accordance with the expressly agreed-upon quality and quantity of the ordered goods at the time of the transfer of risk, however on the condition that any production-related minor variations within the normal tolerance range for the industry shall not constitute a defect. A liability for a particular purpose of usage or a particular suitability will only be accepted by LASER INŽENJERING d.o.o. insofar as this has been expressly agreed upon; otherwise, the risk of suitability and use shall exclusively be assumed by the purchaser. This shall apply always, even if LASER INŽENJERING d.o.o. is aware of the intended purpose of the goods. LASER INŽENJERING d.o.o. shall not be liable for any deterioration or destruction or for incorrect usage of the goods after the transfer of risk. In case the purchaser intends to use the goods for safety-relevant items or elements, the necessary due diligence requirements and the subject, the number, and the range of safety inspections to be carried out by LASER INŽENJERING d.o.o. must expressly be agreed upon in the contract. This shall not relieve the purchaser from his sole responsibility for any fitness for purpose or use.

10.2. The content of any agreed specifications and any other expressly agreed upon purpose shall not constitute a guarantee; any acceptance of a guarantee shall require a written agreement of such.

10.3. The purchaser shall, immediately upon receipt, inspect any received goods, without undue delay. Any right to claim for a defect which is perceptible during a reasonable inspection shall exist only if notice of such is given in writing without undue delay. Any hidden defect must be notified upon discovery without undue delay. The purchaser is expressly advised that any steel which is produced or delivered by LASER INŽENJERING d.o.o., regardless of whether in terms of primary materials or semi-finished goods, may comprise material-conditioned discontinuities or irregularities (e. g. spills, cracks, blow or shrink holes, inclusions or microstructural defects), which cannot be avoided during the manufacturing process and which, despite the exercise of utmost diligence, might not always be detectable for LASER INŽENJERING d.o.o. prior to dispatch. Such discontinuities or irregularities will often become visible not until a processing or metal forming process is imminent or takes place (e. g. upon punching processes, upon pressing, bending, or deep drawing). Hence, the purchaser shall,

upon processing and forming of metal, be obligated to exercise particularly due diligence and a safety inspection both prior to and following any metal forming and shaping. Any and all items manufactured or made of primary materials or semi-finished materials which have been delivered by LASER INŽENJERING d.o.o. must always be thoroughly scrutinised prior to any subsequent processing, prior to installation with other items and prior to bringing on the market.

10.4. In case of resale of LASER INŽENJERING d.o.o.'s goods, be it in a processed or a treated condition, or unaltered, the purchaser shall be obligated to notify its customer and any other third party, who is going to process or treat the goods within the intended use, of the aforementioned safety warnings, and to impose the aforementioned obligations of due diligence and safety inspections on said parties.

10.5. In case of a notice of defect, the purchaser shall, without undue delay, give LASER INŽENJERING d.o.o. the opportunity to examine the goods in question. Upon LASER INŽENJERING d.o.o.'s request, such goods or a sample thereof shall be made available to it at its expense. In case of any unjustified notice of defect, LASER INŽENJERING d.o.o. reserves the right to charge the purchaser for freight and handling costs as well as for testing expenses.

10.6. In case of goods sold as sub-grade material, the purchaser shall have no rights in relation to identified defects and other defects which would normally be expected.

10.7. In case of a substantial defect, LASER INŽENJERING d.o.o. shall remedy the defect by way of providing subsequent performance, which shall, at its choice, while considering the needs of the purchaser, either be made by way of a replacement delivery or by way of curing the defect. If the subsequent performance may only be carried out at a disproportional and unreasonable cost, LASER INŽENJERING d.o.o. shall be entitled to refuse to carry out subsequent performance, whereas the obligational rights of the purchaser following such a justified refusal, as provided by the provisions of positive law, shall not be affected. If LASER INŽENJERING d.o.o. fails to render the subsequent performance successfully within a reasonable period, the purchaser may set a reasonable deadline for subsequent performance, after the expiry of which the purchaser may either demand a reduction of the purchase price or terminate the specific contract. If defects to flat steel products are limited to only a few isolated parts of the goods, whereas these defects do not substantially impact the use of the remaining parts, the parties shall seek to agree on a reasonable reduction of the purchase price in each case before seeking any rights under the provisions of this art. of the General terms and conditions.

10.8. The Purchaser has the right to exercise their rights from the provisions of this article, arising from a defect of the goods, in the term of one year from the day in which the goods are delivered to the Purchaser. Notwithstanding the prior sentence, the statutory limitation periods as per the Croatian

Obligations Act shall apply for goods which, in accordance with their agreed-upon use, have been employed in a construction and which have caused a defect to that construction. Any repair or replacement delivery shall not affect the term from the first sentence of this paragraph. Notwithstanding the aforesaid provisions, the relevant prescribed statutory limitation periods shall apply for personal injury or damage to property.

10.9. Any right of recourse of the purchaser against LASER INŽENJERING d.o.o., shall be limited to the extent permitted by positive law for defect claims made by third parties against the purchaser and only exist if the purchaser fulfilled its obligations in relation to LASER INŽENJERING d.o.o., to examine the goods and to notify it of any defects. The purchaser shall be obligated to repel any unjustified claims. LASER INŽENJERING d.o.o. shall neither be liable for any contractual extensions of the purchaser's liabilities in relation to its buyers or third parties nor for any guarantee covenants made by the purchaser towards its buyers or third parties.

10.10. LASER INŽENJERING d.o.o. shall neither be liable for any reclamation fees nor for any lump sum damages nor for any penalties whatsoever.

General limitations of liability

Article 11.

11.1. LASER INŽENJERING d.o.o.'s liability for damages or expenses, regardless of the legal basis, shall be limited or excluded in accordance with the provisions of this article.

11.2. LASER INŽENJERING d.o.o. shall be liable only in case of wilful acts or gross negligence of its representatives or agents.

11.3. In case of a culpable and substantial breach of a contractual obligation, LASER INŽENJERING d.o.o. shall be liable only for typical, foreseeable damage.

11.4. Any liability for loss of profit shall be excluded in all cases.

11.5. The limitations and exclusions of liability contained in these General terms and conditions shall not apply in case of wilful acts or in case of personal injury, damage to privately used property or in cases where applicable mandatory positive law requires such liability.

Tax, Customs, Duties

Article 12.

12.1. In addition to the purchase price, LASER INŽENJERING d.o.o. shall invoice value added tax (VAT) at the applicable rate, in cases in which there is no reverse charge or a tax exemption.

12.2. Any cross-border deliveries shall be executed without customs and tax. Insofar as customs, tax and other obligations are levied, such shall be the responsibility of the purchaser. If, for any reason, a competent public authority decides that LASER INŽENJERING d.o.o. should pay for the customs, taxes or other obligations, the purchaser shall reimburse LASER INŽENJERING d.o.o. for the costs in their entirety.

Proof of export

Article 13.

13.1. If the purchaser or a party instructed by the purchaser, resident outside of the Republic of Croatia, collects any goods and/or transports or sends such goods to a foreign country, the purchaser shall provide evidence of the aforementioned to LASER INŽENJERING d.o.o., by way of written documentation which satisfies the Value Added Tax Act requirements of the Republic of Croatia. If such evidence is not provided within thirty calendar days of the transfer of goods, the purchaser shall pay the turnover tax (VAT) on the invoice amount in accordance with the level of tax for deliveries within the Republic of Croatia.

Data protection

Article 14.

14.1. The parties undertake to comply with the applicable data protection provisions, in particular the EU General Data Protection Regulations, and relevant Croatian positive law.

14.2. LASER INŽENJERING d.o.o. shall process and store any data in connection with the contractual relationship and the processing of the contract, for the purpose of the execution of the contract.

14.3. LASER INŽENJERING d.o.o. reserves the right to make available by electronic means to insurance companies, as well as institutions for protecting LASER INŽENJERING d.o.o.'s credit and any credit rating agencies, any data on the contractual payment processing and any other information suitable for determining the credit-worthiness in relation to the contractual relationship.

Applicable Law

Article 15.

15.1. The laws of the Republic of Croatia, shall exclusively apply to any legal relationship between the contractual parties.

15.2. In order to avoid any doubt, the contractual parties expressly exclude the application of the Viennese Convention on the International Sale of Goods (Vienna Sale Convention).

Place of Supply and Jurisdiction

Article 16.

16.1. The place of supply for delivery and payment for both contractual parties shall be Zagreb, Republic of Croatia.

16.2. The exclusive place of jurisdiction shall be Zagreb, Republic of Croatia. LASER INŽENJERING d.o.o. reserves the right to elect the general jurisdiction of the purchaser.

Final provisions

Article 17.

17.1. Changes of the provisions of the General terms and conditions, and of the provisions of a specific contract, must be concluded in written form in order to have legal effect.

17.2. If any of the provisions of these General terms and conditions and/or a specific contract turn out to be void, the rest of the provisions of these General terms and conditions and/or a specific contract, shall be applied and executed as valid.

17.3. In case of a dispute arising between the parties in regard to these General terms and conditions and/or a specific contract, the parties shall endeavour to resolve the matter amicably. If they do not succeed, they are authorised to bring the dispute before a competent court, in accordance to the provision of art. 16. paragraph 2.

17.4. These General terms and conditions shall enter into force on December 28, 2022, and they are published in the business premises of LASER INŽENJERING d.o.o., as well as on its website.

In Zagreb, December 28, 2022



LASER INŽENJERING d.o.o., represented by
Helmut Bračun, chairman of the Board