

## General Terms and Conditions of Procurement of Goods and Services

### 1) Introduction

1.1. General Terms and Conditions of Procurement of Goods and Services JGL d.d. (hereinafter: General Terms and Conditions / General Terms and Conditions of Purchase) shall apply to contracts and purchase orders that the company JGL d.d. (hereinafter referred to as: the Contracting Entity) concludes and/or delivers to suppliers of goods and services.

1.2. Hereinafter, the agreement and purchase order shall be deemed equivalent and all terms and conditions shall apply in the appropriate manner to both types of documents or forms of contracting business relationships.

1.3. General Terms and Conditions constitute an integral part of the contractual relationship between the Contracting Entity and the Supplier, after the Supplier accepts the order, unless otherwise stated in the agreement.

1.4. These General Terms and Conditions shall apply regardless of any references by the Supplier to its own general terms and conditions, which shall not have any legal effects whatsoever, including in cases where the Contracting Entity does not object thereto, unless otherwise explicitly defined in the agreement.

1.5. If certain provisions of the General Terms and Conditions are contradictory to the terms of the Purchase Order / Agreement, the terms of the Purchase Order / Agreement shall apply.

1.6. The General Terms and Conditions constitute an integral part of the invitation to tender and apply to the relationship between the Contracting Entity and the Bidder, unless otherwise defined in the terms and conditions of the individual bidding process. In the event that the terms of a particular procedure of collecting offers runs contrary to the Purchase Order / Agreement, the conditions of the Purchase Order / Agreement shall apply.

1.7. When registering at the Contracting Entity's e-procurement system, the Bidder/Supplier shall unconditionally and fully accept the General Terms and Conditions and shall be deemed to be familiar therewith.

The General Terms and Conditions are available at [www.jgl.hr](http://www.jgl.hr).

## 2) Definitions

**Contracting Entity:** JADRAN – GALENSKI LABORATORIJ d.d. (JGL d.d.), Rijeka, Svilno 20, PIN 20950636972

**Bidder:** a legal or natural person delivering the Bid to the Contracting Entity in the procurement procedure. The Bidder is bound by its bid until the expiry of the time limit for acceptance indicated in the bid, unless otherwise defined in the terms and conditions of an individual tender or in the invitation to tender.

**Supplier:** a legal or natural person that supplies goods or provides services, and that delivered the Bid in the procurement procedure, which Bid has been accepted by the Contracting Entity and confirmed by means of a Purchase Order / Agreement; i.e. the contractual partner performing contractual obligations for the Contracting Entity based on an Agreement / Purchase Order in return for payment by the Contracting Entity.

**Parties:** Contracting Entity and Supplier.

**Subject Matter of Procurement:** the goods supplied or service provided by the Supplier in accordance with the submitted bid, which the Contracting Entity confirmed by means of the Purchase Order / Agreement.

**Bid:** proposal for concluding an Agreement / issuing a Purchase Order delivered to the Contracting Entity by the Supplier, based on an invitation and/or tender procedure of the Contracting Entity.

**Tender Procedure:** invitation to tender for the delivery of goods or provision of services.

The Contracting Entity is not obliged to apply the Public Procurement Act and is independently and freely entitled to decide on the type and method of organising the Tender Procedure, as well as the participants in the Tender Procedure. The Contracting Entity is not obliged to publish open Tenders in official publications. Within the meaning of these General Terms and Conditions, the term Tender Procedure may denote: any type of invitation to tender for the Supplier, terms such as 'Bidding', 'Invitation', 'Tender' or any other typical term in commercial use for requesting a Bid.

**Tender Documentation/Documentation:** the Contracting Entity's document(s) describing the subject matter and terms and conditions of a specific procurement procedure for goods or services.

**Online Auction/Bidding:** represents the supply of goods and services by electronic means, in the manner and under the conditions defined by the Contracting Entity. It is carried out through the procedure of online determination of prices and/or other terms of supply of goods/services by means of direct competition of Bidders in real time.

**Purchase Order:** the Contracting Entity's document based on which an order of goods or services is placed; the term includes independent purchase order and purchase order per Agreement.

**Agreement:** agreement on procurement or any other type of agreement concluded by the Contracting Entity and Supplier based on which the parties regulate their rights and obligations relating to the procurement of goods or services.

**Takeover Document:** a document which the Contracting Entity's authorised person signs as confirmation of the Supplier's proper delivery of goods or provision of services. The term Takeover Document denotes any document confirming the proper delivery of goods / provision of services; it may have the following titles: record of takeover, record, summary of services provided, dispatch note, delivery note, etc. The Takeover Document represents the basis for the Supplier to issue an invoice.

**Business day:** every day of the week except Saturdays, Sundays and days officially defined as non-working days in the Republic of Croatia (holidays and non-working days defined by regulations).

### 3) Procurement procedure

3.1. The Contracting Entity is free to choose or determine the manner, type and procedure for the procurement of goods and services. Provisions under this heading appropriately apply to every procurement procedure, regardless of whether it is conducted via bidding, invitation to tender or in a different manner.

3.2. At the Contracting Entity's request, the Bidder is obliged to prove its legal, business, financial and economic competence, technical and staff competence, non-conviction and professional competence (membership in a professional association or entry in a register as a necessary condition for performing an activity), in accordance with the subject matter of procurement. Bidders submitting a joint bid must prove their joint competence for the entire bid and individual competence for their part of the bid, in accordance with the subject matter of procurement. Proof may be submitted as a copy, provided that it is not older than 90 days from the date of announcing the invitation to tender, unless otherwise specified in the tender documentation / invitation to tender.

3.3. The Bidder may request the Contracting Entity to clarify the Tender Documentation by delivering the request for clarification of the Documentation exclusively in writing, no later than 48 hours before the final bid submission time limit, unless the tender documentation / invitation to tender the bid does not stipulate another time limit. The Contracting Entity shall deliver the clarifications of the Documentation to all Bidders to which the invitation to tender has been delivered as soon as possible, and at the latest 24 hours before the final bid submission time limit, unless the tender documentation / invitation to tender the bid does not stipulate another time limit. Said clarifications shall be binding on all bidders during bid preparation and submission.

3.4. If the Bidder participates in the online auction / bidding procedure, it shall be obliged to comply with the instructions (terms and conditions, provisions, rules and

requirements) of the Contracting Entity's application system during the auction procedure, which instructions shall be delivered to bidders at the moment of issuing the invitation to auction.

3.5. The Contracting Entity is entitled to act as follows at its sole discretion: to terminate/cancel the procurement procedure at any moment, without the obligation to state the reason for such termination/cancellation, even after the completion of the selection process, until the moment of conclusion of the Agreement / Purchase Order; to contract the performance of the entire subject of procurement or only an element thereof with several Suppliers; not to select any Bidder; or to re-initiate the procurement procedure.

3.6. The Contracting Entity does not assume the obligation, regardless of whether this is explicitly indicated in the tender or not, that an invitation to tender will result in the contracting of work with one or several Bidders.

3.7. Negotiations between the Contracting Entity and the Bidder are intended for detailed consideration of the bid and do not represent the Contracting Entity's intention to conclude an agreement or issue a purchase order, nor do they guarantee that the Bidder is entitled to the conclusion of Agreement or issuance of Purchase Order.

3.8. The Contracting Entity shall in no case compensate any costs incurred by Bidders in regard to their participation in the procurement procedure, regardless of the nature of such costs.

Within the meaning of this item, costs shall include but not be limited to: costs of preparation of a bid, acquisition and delivery of information or documents, delivery of product samples, holding presentations and similar activities of any type by the Bidder.

3.9. The Bidder undertakes not to make public any information pertaining to the bidders, subject of procurement, tender procedure and result of the tender/bidding procedure, for example in the form of publication in a newspaper, magazine, journal, other medium or on social networks, as well as not to reveal such information to third parties, except in case of prior written consent of the Contracting Entity or if the Bidder is obliged to do so based on a regulation or order of a competent authority.

## 4) Ordering

4.1. Supply of goods and services is performed based on a concluded Agreement and/or Purchase Order of the Contracting Entity.

4.2. The Contracting Entity shall order the supply of goods or provision of services in one of the following ways:

- By issuing a purchase order based on the Supplier's Bid, which is in accordance with the requirements of the Contracting Entity / Agreement – hereinafter: independent purchase order;
- By successive issuance of purchase orders based on a previously concluded agreement and defined annual terms of cooperation – hereinafter: purchase order per agreement;
- Based on an agreement, without the issuance of a separate written purchase order, in accordance with the frequency and description as previously defined in a concluded Agreement (e.g. certain professional services).

4.3. Only Purchase Orders written on the Contracting Entity's official forms shall be valid and legally binding. Purchase Orders are prepared and sent electronically and are therefore valid without a stamp and signature. Amendments to the purchase order and oral agreements shall be binding on the parties only if they are mutually confirmed in writing.

4.4. The Supplier may accept or reject an independent purchase order within 8 days after the Contracting Entity sent such purchase order electronically. If the Supplier does not issue a statement regarding the acceptance of the independent purchase order and all of its terms within the above time limit, it shall be deemed that it has accepted the purchase order.

4.5. The Contracting Entity shall be entitled to withdraw the independent purchase order without paying any fee to the Supplier if it notifies the Supplier of such

withdrawal within 8 (eight) days after sending such independent purchase order to the Supplier.

4.6. If the confirmation of the purchase order deviates from the order, the Supplier shall clearly specify such deviations in the purchase order confirmation. The Contracting Entity shall carry out its obligations toward such deviations only if it gave express written consent to it. The Contracting Entity's unconditional acceptance of goods the Supplier delivers is not considered to be acceptance of such deviations.

4.7. If the Contracting Entity issues a purchase order per the agreement, the Supplier shall be obliged to perform delivery in accordance with such purchase order. In exceptional cases, where the Supplier cannot perform delivery in the manner and within the time limit defined in the Purchase Order / Agreement due to extraordinary justified circumstances, the Supplier shall notify the Contracting Entity thereof without delay.

4.8. The Contracting Entity shall retain the right to request at any time that the Supplier stop fulfilling the Agreement / Purchase Order, of which it will inform the Supplier without delay. If the Supplier claims that directly related costs were incurred due to the non-fulfilling of the Agreement / Purchase Order and is asking the Contracting Entity for recompense, the Supplier may request recompense only for the costs which have been proved and approved by the Contracting Entity.

4.9. The Contracting Entity shall retain the right to withdraw from the agreement, entirely or partly, without regard for the possible liability of the Supplier. In that case, the Supplier shall have the right to charge the Contracting Entity only for goods/services for which it proved that they were delivered before the date of withdrawal of the Contracting Entity.

4.10. The aforementioned notifications by the Supplier / Contracting Entity must be delivered in writing and substantiated. The other party shall issue a statement regarding its acceptance or non-acceptance of such notification/circumstance as soon as possible. E-mail shall be considered a notification in writing if it is sent to the official e-mail address of the other party's responsible person.

4.11. If the delivery is performed in the manner and frequency defined in the Agreement, no separate purchase order shall necessarily be issued; instead, delivery shall be performed based on and in accordance with the Agreement.

4.12. The Supplier's General Terms and Conditions shall not be binding for the Contracting Entity, unless the Contracting Entity gives its acceptance in written form. Any reference by the Contracting Entity to the tender documents of the Supplier when placing an order shall not be considered acceptance by the Contracting Entity of the Supplier's terms and conditions.

4.13. Business terms and conditions of the Supplier or of one of their subcontractors delivered in paper or digital form shall not be considered binding for the Contracting Entity, unless the Contracting Entity gives special written consent beforehand. This is especially true if the Contracting Entity and/or an associated company or some other third party linked to the Contracting Entity (for example, employees, consultants, the Contracting Entity's buyers) performs a procedure which under those terms represents the basis for concluding an agreement.

## 5) Time limit and place/parity of delivery

5.1. Unless otherwise agreed, the place of delivery shall be the place of destination (Contracting Entity's facilities) indicated in the accepted Bid / Purchase Order / Agreement or in the Contracting Entity's subsequent written instructions on the change of the place (facilities) of delivery, sent to the Supplier within an appropriate time limit.

5.2. The time limits for delivery shall be calculated in calendar days, unless otherwise agreed. If the final day of the time limit as calculated in calendar days falls on a non-working day (within the meaning of the term Business Day as defined in these General Terms and Conditions), the final day of the time limit shall be the first business day following the non-working day. Date of delivery shall be the date of receipt at the Contracting Entity's location, unless otherwise defined in the Agreement or these General Terms and Conditions for individual cases.



5.3. If delivery includes setting up, installation or other similar works, the date of delivery shall be the date of takeover determined based on the signed takeover document.

5.4. If delivery pertains to services, the date deemed as the date of delivery of services shall be the date of mutual signing of the takeover document.

5.5. If this is in its interest, the Contracting Entity may also accept partial delivery of goods or services, adding a special written note to the takeover Document.

5.6. In the event of a foreseeable delay in delivery, the Supplier shall inform the Contracting Entity without delay and request a decision by the Contracting Entity regarding the delay. In this case, the delivery date of the goods and services shall be extended only if JGL explicitly accepted such an extension in written form.

5.7. In the event that, for the duration of the time period for delivery it can be assumed that the Supplier will not deliver the goods or services or fulfil the obligations of the agreed upon time limit, the Contracting Entity has the right to take all necessary measures to stop the imminent delivery delay at the expense and risk of the Supplier.

5.8. In case of early delivery, the Contracting Entity shall retain the right to charge additional costs to the Supplier, e.g., costs of storage and insurance, and to effect payment based on the agreed upon date of delivery. Until the agreed upon date, the Contracting Entity shall only bear the responsibility of the depositary.

5.9. Unless differently agreed upon, parities shall be applied according to Incoterms®2020.

5.10. All Contracting Entity's requirements regarding the mode of transport, carrier and delivery provisions must be strictly adhered to. Unless the Contracting Entity requests a specific mode of transport, the goods must be shipped in the most inexpensive way possible. Otherwise, any adverse consequences and additional costs shall be borne by the Supplier. Additional cost arising from the need to meet the delivery date by way of expedited shipment shall be borne by the Seller. Should agreed upon payment instruments (e.g. letter of credit) and shipping documents, in

particular purchase order data, be missing or incomplete, the Contracting Entity shall be entitled to refuse acceptance at the Supplier's cost and risk.

5.11. When providing goods and services, the Supplier shall comply with all requirements of export, customs and foreign trade legislation ("FOREIGN TRADE REGULATIONS") and obtain the required export authorisations, unless the Contracting Entity or a third party, and not the Supplier, is obliged to apply for the export authorisations under applicable FOREIGN TRADE REGULATIONS.

5.12. The Supplier shall forward to the Contracting Entity in writing all information and data (for each item on the purchase order confirmation, delivery note and invoice) required by the Contracting Entity to comply with all applicable FOREIGN TRADE REGULATIONS governing the export and import as well as the re-export of the goods and services as early as possible, in any event, before the delivery date, including the following "EXPORT CONTROL AND FOREIGN TRADE DATA" for each commodity/service – Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN) if the product is subject to the U.S. Export Administration Regulations; and

- all applicable export list numbers; and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonised System); and
- the country of origin (non-preferential origin); and
- upon request of the Contracting Entity: preferential origin declarations by the Supplier (in the case of European suppliers) or other preferential certificates (in the case of non-European suppliers).

5.13. Retention of title of any kind by the Supplier is invalid.

5.14. Where prices are quoted without packaging, packaging shall be charged at cost price and stated separately in the invoices. Unless otherwise agreed by the parties, the value of packaging material returned by the Contracting Entity to the Supplier for reuse shall be reimbursed by the Supplier. The Supplier is liable for any damage caused by improper packaging. When delivering hazardous goods, the Supplier shall comply with all applicable statutory provisions, in particular those relating to the type and marking of packaging and to the means of transport to be used.

## 6) Subsuppliers/subcontractors

6.1. The Supplier may hire subsuppliers/subcontractors or replace the hired subsuppliers/subcontractors only with the Contracting Entity's prior written consent.

6.2. Consent for hiring a subsupplier/subcontractor granted to the Supplier shall not affect the legal relations and mutual rights and obligations between the Supplier and the Contracting Entity, nor shall it exempt the Supplier from liability for the performance of the Purchase Order / Agreement.

6.3. The Supplier shall be fully liable for the selection of subsupplier/subcontractor, which was previously approved by the Contracting Entity, and its work.

## 7) Price

7.1. The price of goods or services represents the value of goods or services under the accepted Bid or Agreement. All prices are expressed as sums excluding VAT.

7.2. In the event that the goods delivered or service provided are exempt from VAT or if the Supplier is not in the VAT system, the Supplier shall indicate this in the Bid/invoice, along with the relevant legal basis.

7.3. The price and unit prices of goods or services are fixed during the term of the contractual relationship, unless otherwise agreed.

7.4. All prices represent prices under applicable Incoterms®2020 conditions, unless the Purchase Order / Agreement states otherwise.

## 8) Invoices and payment

8.1. Upon completion of delivery of goods or performance of works/services, the Supplier shall issue invoices to the Contracting Entity. Invoices must be issued in the manner and with the content in accordance with these General Terms and Conditions or the Agreement / Purchase Order and the applicable regulations.

8.2. The invoice must contain the following information:

- place of issuance, number and date;
- date of issuing invoice (hour and minutes);
- date of product delivery;
- date of payment;
- indication of payment method;
- name, address and personal identification number (PIN) of economic operator (Contracting Entity) to whom the goods were delivered;
- name of organisational unit of Contracting Entity to whom the delivery of goods or services was made (facility – cost centre of Contracting Entity);
- number and date of Contracting Entity Purchase Order / Agreement;
- number of delivery note based on which goods were delivered to the Contracting Entity;
- the delivered quantity and usual trade name of delivered goods;
- amount of reimbursement (price) for delivered goods or services grouped by tax rate, based on the agreed-upon commercial conditions;
- amount of agreed-upon rebates/discounts;
- total amount of reimbursement and taxes;
- indication of operator (individual) creating the invoice.

Items 2, 5 and 14 relate only to local sellers.

The Supplier, in agreement with the Contracting Entity, may send an invoice / delivery note in which data must be reconciled.

8.3. The Contracting Entity shall not be obliged to pay the invoice, i.e. it shall be entitled to return the invoice accompanied by a written explanation, particularly in the following cases:

- If the invoice does not contain all of the stipulated elements or elements defined in these General Terms and Conditions or the Agreement;
- If the invoice has not been issued based on a Purchase Order / Agreement;
- If the elements of the invoice do not correspond to the Purchase Order / Agreement in terms of price, quantity or any other element;

- If the invoice has been issued in regard to goods or services not provided (unless such issuance of invoice is stipulated in the Purchase Order / Agreement).

8.4. A certified takeover document must be submitted with the invoice, unless otherwise agreed.

8.5. The Contracting Entity shall pay a properly issued invoice within the time limit defined in the Agreement / Purchase Order; the time limit shall commence as of the date of the Contracting Entity's receipt of the properly issued invoice, unless otherwise agreed. If the time limit for payment has not been defined in the Agreement / Purchase Order, the Contracting Entity shall pay a properly issued invoice within 60 (sixty) days of the Contracting Entity's receipt of such properly issued invoice. No invoices shall be paid in advance unless otherwise agreed by the Parties. The period in which the invoices must be paid commences with the Contracting Entity's unconditional acceptance of delivered goods or services and upon receipt of a properly issued invoice, unless specified otherwise. If the Supplier is obliged to provide material tests, test records or quality control documents or any other documentation, deliveries and services will be regarded as fully performed only upon receipt of such documentation. Unless differently agreed upon, prices include costs of transport of goods to the Contracting Entity's warehouse, packaging and any licence and patent costs or costs resulting from other ownership rights as well as any other possible charges.

8.6. Payments to Suppliers are to be made according to the legislation regulating financial operation and pre-bankruptcy settlements.

8.7. The Contracting Entity shall retain the right to withhold payment until the defects detected are remedied. In case of any defects detected, the Supplier shall issue a credit note. For payments exceeding 60, and up to 360 days, the Supplier shall approve trade credit without interest.

For the duration of the warranty period, the Contracting Entity may withhold up to a certain percentage of the agreement value as an interest-free deposit or it shall

request issuance of a payment security document from the Supplier. The Supplier bears any bank charges incurred by the receiving bank. All costs towards foreign state administration institutions as payment transaction costs shall be borne by the Contracting Entity.

8.8. Payment by the Contracting Entity shall not be deemed as confirmation of proper performance of the Purchase Order / Agreement by the Supplier, and it shall certainly not constitute the Contracting Entity's waiver of any rights arising from the Agreement / General Terms and Conditions (rights under warranties, guarantees, loss compensation, etc.).

8.9. The Supplier may not transfer (assign) its claims under Purchase Order / Agreement to any other parties without the Contracting Entity's prior written consent.

## 9) Takeover of goods/services, obligations of the Supplier and the Contracting Entity, liability for deficiencies

9.1. Any goods delivered or service provided by the Supplier must have all the attributes requested in the Purchase Order / Agreement or to which the Supplier has committed, and in case of doubt, they must have all the usual properties. Furthermore, goods or services must comply with all safety regulations and all other applicable regulations, taking into account the highest possible quality of performance available at that moment. To the extent that this is defined by regulations or generally accepted standards, goods must have an attestation or any other similar label.

9.2. In addition to the goods, the Supplier shall provide to the Contracting Entity the documents specified in the Purchase Order / Agreement at the moment of takeover (delivery note / packing list).

9.3. Data on the delivery note / packing list shall contain:

- number of Contracting Entity's Purchase Order / Agreement;
- shipping date;
- type of packaging;

- number of units / quantity per package;
- Contracting Entity goods code;
- Supplier goods code;
- product name;
- serial (control) no;
- validity date (if applicable);
- unit of measurement, number of packages per pallet, dimensions 120\*80 with EUR stamp/dimensions of finished product, transport and pallet packaging, if applicable.

Inland Supplier undertakes to deliver a signed and authorised statement of origin at least once a year, guaranteeing the authenticity of data therein.

The shipping order for services delivered provides the data on the services delivered.

9.4. The mere receipt or temporary use of deliveries and services or payments made thereof do not constitute an acceptance or waiver of rights by the Contracting Entity. Acknowledgements of receipt issued by the goods receiving department of the Contracting Entity do not constitute a final acceptance by the Contracting Entity of the Goods delivered.

9.5. The goods are taken over (received) and checked as to their completeness and any visible defects within a reasonable time after their receipt. If during initial analysis of the delivered product it is determined that parts of the delivered goods do not comply with the Contracting Entity's requirements or do not have the required marketable quality, the Contracting Entity may reject the delivered goods or services in its entirety. The Contracting Entity shall notify the Supplier of any defects detected as soon as possible. The Supplier shall be responsible for any damage and its consequences, and shall replace the damaged goods at his own expense, as soon as possible, no later than within 10 days, and thus remove the damage caused (such delivery shall be considered as compensation and not as delivery which is subject to taxation).

9.6. The Contracting Entity is entitled to claim all costs incurred in connection with the rectification of defects. The Supplier shall reimburse the Contracting Entity for any inspection costs if an inspection has revealed defects. In the case of imminent danger, e.g. in order to avoid its own default, or if the Supplier fails to rectify defects within a reasonable time, the Contracting Entity shall be entitled to acquire defect-free

products from third parties, without prior notification and without prejudice to its warranty claims against the Supplier or to repair or have defective goods repaired at the Supplier's expense. The Supplier shall fully reimburse the Contracting Entity for the cost of such repairs, even if it exceeds the cost of repair made by the Supplier.

9.7. Without prejudice to other obligations, the Supplier shall indemnify and hold the Contracting Entity and/or its affiliates harmless against any product liability claims raised by third parties against the Contracting Entity as a result of defects in the products delivered by the Supplier. The Supplier undertakes to compensate the Contracting Entity for costs incurred in connection with a defence against any such claim or in connection with an obligation to repair defective products. The Supplier shall provide the Contracting Entity with ample proof that it has taken out adequate insurance to cover these risks.

9.8. In case of provision of services that are continuously provided based on the Agreement (facility cleaning services, landscaping services, technical maintenance services, etc.), the manner of verification, recording, identifying deficiencies, confirming the provision of services, etc., as well as the rights and obligations of parties, may be defined differently in comparison with the articles of this item of the General Terms and Conditions; in that case, such terms of the Agreement shall be appropriately applied, while the provisions of these General Terms and Conditions shall be applied to the extent to which they are applicable and not contrary to the terms of the Agreement.

9.9. Application of the provisions of this item of the General Terms and Conditions shall not affect any rights of the Contracting Entity under the Agreement / Purchase Order / General Terms and Conditions (right to loss compensation and/or payment of contractual penalty, rights under warranties, etc.).

## 10) Transfer of risks, ownership of goods

10.1. Unless otherwise defined in the provisions of these General Terms and Conditions or the Agreement, the risk of accidental loss of or damage to the goods shall transfer from the Supplier to the Contracting Entity upon successful handover of the goods under the specified terms of delivery.



10.2. Unless otherwise defined in the provisions of these General Terms and Conditions or the Agreement, ownership of goods shall transfer to the Contracting Entity at the moment of takeover and signing of the handover document.

## 11) Quality of goods/services, security instruments

11.1. By accepting these General Terms and Conditions, the Supplier guarantees that the goods/services which are the subject matter of the Purchase Order / Agreement shall be delivered/provided with the due care of a good expert and in compliance with all applicable standards and rules of the profession, as well as with all laws and subordinate legislation and its Offer and Purchase Order / Agreement.

11.2. The goods delivered by the Supplier must have the required safety features and comply with the applicable safety standards (for transport in particular). Documents to accompany the goods if applicable: MSDS (once a year or per alternation), CoA (each delivery), Certificate of Sterility (if applicable), and when required by the characteristics of the goods: Records of Monitoring conditions during transport (temperature), appropriately packaged. In any case, the current state of the art and technical rules shall be complied with. In particular, the relevant EU directives, the Croatian General Product Safety Act and any provisions based thereon (as amended), as well as currently applicable regulations versions of European standards, Croatian standards and similar bodies of rules must be complied with. Installations, systems or products delivered by the Supplier must bear the CE markings required under the relevant EU directives and Croatian legislation. Upon delivery, the Supplier shall provide the Contracting Entity with EC declarations of conformity with short technical descriptions (where applicable). In addition, the Supplier shall inform the Contracting Entity about changes in materials, manufacturing procedures, subcontractor parts and EC declarations of conformity in a timely fashion and other alterations which may affect the quality. The Contracting Entity is to be informed and confirmation on such changes must be provided prior to the implementation of changes. Delivered products must be marked in Croatian and – upon the Contracting Entity's request – in other languages as well. The operating requirements and instructions must be drawn up in duplicate in Croatian and – upon the Contracting Entity's request – also in other languages.

11.3. The Supplier shall bear all costs of obtaining the documents referred to in the previous article, as well as the costs of quality inspection regarding goods or services, if requested by the Contracting Entity.

11.4. In cases where this has been agreed, the Supplier shall present/deliver an insurance policy regarding professional activity and/or security instrument to the Contracting Entity as guarantee for proper performance of the Supplier's obligations arising from the Agreement and/or a different document, in accordance with the Agreement. The Supplier is obliged to monitor the expiry date of all certificates, security instruments and other documents with a time limit, and to deliver new documents to the Contracting Entity in a timely fashion, and in any case certainly prior to the expiry of the old document. The Supplier shall bear all risks, fines, penalties or other consequences arising from late delivery or late renewal of such documents.

11.5. The Supplier shall deliver information regarding all changes in internal organisation or operations to the Contracting Entity in a timely fashion, whose changes are related to activities that are the subject matter of the Agreement and may affect the fulfilment of contractual obligations.

## 12) Supervision

12.1. If so required by the nature of the work and/or if so provided in the Agreement, the Contracting Entity reserves the right to ask for proof of the quality of the Supplier system and Supplier documentation on conducted quality checks by competent authorities. Audits may be executed once in three years, immediately in occasions of significant deviations in quality or unexpected situations.

12.2. The Supplier shall enable unhindered supervision and shall act in accordance with all instructions of the Supervisory Body.

12.3. The Supervisory Body shall be authorised to act only within the scope of the Agreement, in accordance with the rules of the profession and with the due care of a good expert. Any order of the Supervisory Body that would result in exceeding the scope of work defined in the Agreement shall have no legal significance and shall not be binding on the Supplier or the Contracting Entity. The Supervisory Body shall be

authorised to stop the further provision of services if it finds that the Supplier has failed to provide them in accordance with the terms of the Agreement, standards and rules of the profession.

12.4. If the Supplier believes that acting in accordance with the Supervisory Body's orders would cause harm to the Contracting Entity, the Supplier shall immediately warn the Contracting Entity thereof in writing. If the Contracting Entity gives a written response confirming that the Supervisory Body's order is to be executed, the Supplier shall execute the order, in which case the liability for any potential losses arising therefrom shall transfer to the Contracting Entity.

12.5. If, during the provision of services, the Supplier determines, outside of the scope of the Supervisory Body's order, that the service should be provided in some other manner, that part of contracted services should not be provided or that additional services not covered by the Agreement / Purchase Order should be provided for the purpose of providing best-quality services or preventing potential damage, it shall immediately notify the Supervisory Body thereof in writing and without delay request the Contracting Entity's written statement on such matters. If the Supplier fails to do so, it shall be liable to the Contracting Entity for any and all damage incurred.

### 13) Environmental standards

13.1. The Contracting Entity acts under the assumption that the goods delivered and services provided by the Supplier based on the Purchase Order / Agreement are environmentally sound, i.e. that they are in compliance with the applicable regulations and/or generally accepted standards.

When procuring energy services, products and equipment that have or may have a significant impact on energy use, tenders are partly assessed on the basis of energy performance.

13.2. Suppliers of goods and services must be familiar with and comply with relevant legal requirements pertaining to environmental protection.

13.3. With legally binding effects, the Supplier is obliged to declare to the Contracting Entity that the Supplier or the manufacturer or the seller participate in an authorised system of collection or recycling of used packaging. The Supplier undertakes to

dispose of packaging / returnable packaging or to bear the cost of such disposal in agreement with the Contracting Entity, particularly if it is the packaging of chemicals or packaging for which a special disposal regime is stipulated.

13.4. The Contracting Entity has the certificate ISO 9001:2015 (Quality Management System) and ISO 50001:2018 (Energy Management System). The Supplier undertakes to comply with the Contracting Entity's implemented standards and procedures during its work in the Contracting Entity's facilities, as well as to sign the Statement on Familiarity with the Requirements of JGL's Environmental Management System. Considering that the aforementioned standards represent recognised global criteria of the established system for quality management and efficient management of energy systems, the Contracting Entity prefers suppliers which possess the aforementioned standards and which influence the development of mutual business partner trust and stability of business relationships. The Contracting Entity is therefore authorised to request, where applicable and possible, that the Supplier deliver the aforementioned certificates and potentially other certificates they possess.

13.5. The Supplier shall be responsible for and shall bear the costs of remedying incidents and environmental damage occurring at the Contracting Entity's location and caused by the actions or omissions of the Supplier's employees and/or subcontractors.

13.6. The Supplier shall in particular not discharge any substances into drains or the sewer, except in cases where this is allowed and with the Contracting Entity's prior consent. Waste material generated as a result of performing activities at the Contracting Entity's locations shall be separately collected, stored and removed by the Supplier, including via a licensed collector/processor. The Supplier shall also keep records of waste management in cases where this is stipulated for a particular type of waste material.

13.7. In performing its activities, the Supplier is obliged to reduce the effects of noise, odours, dust and other pollutants to the lowest possible or permitted level.

13.8. The Supplier shall notify the Contracting Entity without delay of any incident caused or observed by the Supplier.

## 14) Intellectual property/copyright

14.1. The Supplier guarantees to the Contracting Entity that the item delivered under the Purchase Order / Agreement shall not be in violation of any copyright, patents, brands or any other intellectual property right or any third-party rights.

14.2. In the event of any violation of the above statement, the Supplier shall compensate the Contracting Entity for any and all loss incurred and hold the Contracting Entity harmless in third-party disputes and claims from any patent, copyright, trademark or registered design and other intellectual or industrial rights related to goods or services, and guarantee the Contracting Entity unrestricted use of the delivered goods/service. In regard to such violations, the Supplier shall take any and all appropriate actions in order to release the Contracting Entity from liability towards third parties, including in court, administrative or other proceedings arising as a result of such violations. The Supplier shall, at its own expense, initiate negotiations with the injured third party for the purpose of reaching a settlement regarding the claim and requests of such a third party. In the event that the Contracting Entity is obliged to compensate third parties pursuant to a final decision of the competent authority/court due to a violation of third-party rights, the Supplier undertakes to fully compensate the Contracting Entity for any and all amounts paid for that purpose.

14.3. The Supplier warrants that during the purchase, or in executing the order and the agreement, it has not nor shall it acquire any rights or interests associated with any trademark, industrial design, patent, typography, or other intellectual or industrial property registered or used on behalf of the Contracting Entity or its affiliates, regardless of it being connected to products/services. The Supplier is not entitled to make use of the Contracting Entity's intellectual or industrial rights, or its parts without prior written consent from the Contracting Entity. All intellectual property rights over permits, registrations, formulas, industrial designs, patents, trademarks, typography or other industrial or intellectual property rights shall remain the exclusive property of the Contracting Entity and/or its affiliates.

## 15) Declarations, warranties

15.1. The Supplier explicitly declares and warrants the following:

JADRAN-GALENSKI LABORATORIJ d.d. (JGL d.d.), Svilno 20, 51000 Rijeka, Croatia / Commercial court in Rijeka reg. no. Tt-95/807-2 / Company ID no.: 040004561

OTP BANKA d.d., Domovinskog rata 61, 21000 Split, Croatia / IBAN: HR8424070001100616219, SWIFT: OTPVHR2X  
Erste&Steiermärkische Bank d.d., Jadranski trg 3a, 51000 Rijeka, Croatia / IBAN: HR3424020061100028110, SWIFT: ESBCHR22  
PRIVREDNA BANKA ZAGREB d.d., Radnička cesta 50, 10000 Zagreb, Croatia / IBAN: HR2623400091110157389, SWIFT: PBZGHR2X  
ZAGREBAČKA BANKA d.d., Trg bana Josipa Jelačića 10, 10000 Zagreb, Croatia / IBAN: HR5823600001101812723, SWIFT: ZABHR2X

Founding capital: HRK 123,375,500.00 (paid in full) / Number of issued shares: 1,233,755 / Share nominal value: HRK 100.00

President of the Management Board: Ivo Usmiani / Executive Director: Mislav Vučić

Personal identification no.: 20950636972 / VAT no.: HR20950636972 / Tel: +385 51 660 700 / Fax: +385 51 546 124 / E-mail: jgl@jgl.hr / [www.jgl.hr](http://www.jgl.hr)

- Goods shall be delivered and Services provided in accordance with the time limit, type, price, quantity and quality, as well as in accordance with the terms of the Agreement / Purchase Order;
- There are no and shall be no other rights and/or encumbrances of third parties on the delivered goods excluding, limiting, diminishing or in any other way preventing the Contracting Entity from acquiring the full extent of all rights belonging to it based on the delivered goods;
- Goods/services shall fully match the description and shall be appropriate in every way for the purpose explicitly indicated by the Contracting Entity, and they shall be of a satisfactory quality;
- The goods shall have no deficiencies in the design, material, manufacture and performance;
- The goods/services delivered shall not contain or upload to any equipment or system of the Contracting Entity computer viruses of any kind and/or other software destroying, interfering with or damaging the Contracting Entity's system;
- Goods/Services, as well as all intellectual property of the Supplier or of third parties placed at the Contracting Entity's disposal in accordance with the Agreement / Purchase Order, shall not violate any patent, copyright, trademark, business secret or any right of ownership of a third party;
- Delivery of goods and/or provision of services shall comply with all applicable laws, legal requirements and regulations;
- That it shall acquire any permits, consents, licences and authorisations required for fulfilling the obligations toward the Contracting Entity, all in accordance with the Agreement / Purchase Order;
- That it has all rights and authorisations required for concluding and fulfilling obligations arising from the Agreement / Purchase Order;
- All decisions, authorisations or consents required for the conclusion and/or performance of the Agreement / Purchase Order based on regulations or documents of the Supplier exist and are valid in their entirety;
- The Supplier has all authorisations required for fulfilling obligations assumed in the Agreement / Purchase Order. It is authorised to deliver all

goods and/or provide all Services without violation of any regulations or rights of any third party (or if there are any limitations, there is a valid waiver of rights in regard to such limitation);

- That in all dealings with the Contracting Entity, the Supplier shall be represented by persons authorised to do so, and that obligations assumed by such persons shall represent the obligations of the Supplier toward the Contracting Entity;
- That no court, administrative, arbitration or other proceedings have been initiated or may be initiated against the Supplier, against members of its management or supervisory board, the outcome of which may have a negative effect on the Supplier's ability to fulfil the obligations assumed in the Agreement / Purchase Order;
- That, in case it learns of any fact or circumstance that in any way leads to or may lead to a situation in which the Supplier shall not or cannot fulfil any of the above conditions and guarantees, it shall notify the Contracting Entity thereof without delay.
- The goods delivered are identical to the specification in the accepted bid and issued purchase order, that they fulfil the intended purpose and do not have any defects or deficiencies originating in the sketches, materials, manufacture, installation or any other procedure or omission in the manufacture that might be revealed during normal use of the goods. The warranty period for the goods/services indicated in the bid shall start at the moment of successful takeover thereof. If any deficiencies are found during the warranty period, the Supplier shall remedy such deficiency within the time limit defined in the Agreement or within an appropriate time limit defined for that purpose by the Contracting Entity. The warranty period shall be extended for the time required to remedy the deficiencies.
- If the deficiencies cannot be remedied, the Supplier shall deliver new goods/provide new services; in that case, the warranty period shall reset and start from the date of takeover of new goods or provision of new services. The Contracting Entity shall notify the Supplier of the deficiencies in writing.
- The costs of remedying the deficiencies and delivering new goods/providing new services shall be borne by the Supplier.

- If, after receiving the notice, the Supplier fails to remedy the deficiency within the appropriate time limit defined by the Contracting Entity, the Contracting Entity may take any necessary actions to remedy such deficiencies at the risk and expense of the Supplier.
- In cases when the Supplier is not also the manufacturer of the goods, the Supplier shall obtain the manufacturer's full warranty. The Supplier shall be jointly liable with the manufacturer for the obligations arising from said warranty.
- The Contracting Entity shall reserve the right to receive compensation for any and all loss incurred.

## 16) Liability of the Supplier

16.1. The Supplier shall fully and effectively compensate the Contracting Entity for any losses, including lost profits and any and all consequential damage related thereto, incurred by the Contracting Entity due to the omission/failure of the Supplier to comply with any of the terms pursuant to the Agreement / Purchase Order, in particular for any and all losses and liabilities due to a physical injury, property damage and any third-party claims resulting from deficient goods/services or violation of any warranty provided by the Supplier. The Supplier shall compensate any costs incurred by the Contracting Entity in relation to the inspection, dispatch and handling of the goods/services not complying with the Agreement.

16.2. The Supplier agrees that, if there are any goods that a competent authority has found deficient in terms of health and safety-related characteristics, regarding which an official warning has been sent or published, the Contracting Entity shall be authorised to return such goods. Without undermining any other right of the Contracting Entity, the Supplier shall refund to the Contracting Entity all amounts paid by the Contracting Entity for such goods immediately after receiving notice of said return of goods. The Supplier hereby agrees and assumes the obligation that, if a third party incurs any loss or violation due to deficient goods delivered by the Supplier, the Supplier shall assume liability toward such third party and compensate it for any and all damage incurred or for any other claims thereby imposed on the Contracting



Entity. The Contracting Entity's right to return such goods to the Supplier shall not be conditional upon the goods being in the original packaging.

16.3. Prior to concluding the Agreement, the Supplier shall notify the Contracting Entity in writing of the installation requirements (particularly the location, electricity supply, air conditioning, cables, etc.), as well as of any other cooperation required of the Contracting Entity for the purpose of performing the Agreement. If the Supplier does not inspect the premises, the conditions at the premises shall be deemed accepted and the Supplier shall be liable for any and all costs incurred or losses arising therefrom.

## 17) Contractual penalties

17.1. In the event of a delay in delivery of goods / provision of services or improper fulfilment of a contractual obligation by the Supplier, the Contracting Entity shall be entitled to calculate and charge a contractual penalty to the Supplier and/or terminate the Agreement and/or seek compensation for the loss.

17.2. The contractual penalty for delay in delivery of goods / provision of services or improper fulfilment of an obligation shall be at least 0.2% of the total contracted value of the Purchase Order / Agreement per day of delay, up to the maximum of 10% of the total contracted value of the Purchase Order / Agreement, unless agreed otherwise. If the loss incurred by the Contracting Entity exceeds the amount of contractual penalty, it shall be entitled to request the difference up to the full loss compensation.

## 18) Force majeure

18.1. The Supplier and/or the Contracting Entity shall not be liable for non-fulfilment or late fulfilment of obligations if they have been prevented from fulfilling such obligations due to force majeure. Within the meaning of these General Terms and Conditions, force majeure shall mean any event in which the fulfilment of a contractual obligation of one party becomes impossible due to extraordinary, external and unforeseeable events occurring after the issuance of a Purchase Order or conclusion of the Agreement, which no party could have foreseen, prevented, avoided or eliminated and for which neither party is liable. If the fulfilment of a contractual

obligation of one party has become impossible, the obligations of the other party shall also terminate.

18.2. If the fulfilment of an obligation of one party becomes fully or partially impossible, such party shall immediately notify the other party of the occurrence and cessation of such event verbally (by phone), with subsequent written confirmation (by registered mail or e-mail) no later than within 5 (five) business days of the day of occurrence/cessation of the event. Furthermore, the party concerned shall also present to the other party any relevant data or evidence from which it is possible to establish the occurrence of such event and its consequences, as well as the scope and estimated duration of the inability to fulfil contractual obligations. The party failing to act as described above shall be liable to the other party for any loss incurred by the other party due to the failure to deliver said notice.

18.3. If the Supplier is unable to fulfil its contractual obligations due to force majeure for more than 30 (thirty) days, or less if so required by the special economic interests of the Contracting Entity, the Contracting Entity shall be entitled to terminate the Agreement and/or cancel the Purchase Order.

## 19) Data confidentiality

19.1. Confidential data denotes any information, data or document (hereinafter: confidential data) related to knowledge, experience (know-how), business secrets, ownership and/or other confidential information including, but not limited to discoveries, ideas, concepts, techniques, designs, marketing plans, specifications, sketches, formulas, drawings, tracings, diagrams, models, samples, flowcharts, data, software, including notes, reports, copies, translations, discs, floppy disks, tapes, which contain confidential data.

19.2. Confidential data pertaining to the Purchase Order / Agreement and its realisation, as well as confidential data pertaining to the other party and its business operations, which one party has received or obtained at any moment from the other party in any way, shall be permanently regarded as a business secret, unless otherwise agreed by the parties. As such, it shall not be disclosed or made available to third parties or used for purposes exceeding the scope of performance of the Purchase Order / Agreement.

19.3. The Contracting Entity may request that the Supplier sign/conclude a special non-disclosure statement/agreement/contract.

19.4. The obligation of maintaining data confidentiality shall not apply to the following data:

- Publicly known data or data disclosed to the public subsequently – except in the event where confidential data has been published due to the intent or omission of the party receiving the data – or data that the party receiving the data possessed prior to the date of the Purchase Order / Agreement;
- Data that the party receiving the data obtained from any third party not obliged to maintain the confidentiality of such data;
- Data published or disclosed in accordance with the regulations or based on an order of a competent authority, to the extent to which such disclosure is required by law.

19.5. Upon receipt of a written request of the Contracting Entity, the Supplier shall stop using and immediately return to the Contracting Entity or to destroy all copies of any confidential data in the Supplier's possession or control at that moment. Upon receipt of a written request of the Contracting Entity, the Supplier shall confirm in writing that it has acted in accordance with the obligations stipulated under this item. Obligations referred to in this Article shall not pertain to data which the Supplier is obliged to keep on the basis of an obligation referred to in regulation or on another valid basis.

19.6. The obligation of maintaining data confidentiality shall be permanently binding on the parties.

19.7. The party that has made available any confidential information in an unauthorised manner shall be liable to the other party for any and all loss incurred therefrom.

## 20) Personal data protection

20.1. The Contracting Entity and the Supplier shall process personal data in a lawful, fair and transparent manner, at the same time keeping such personal data secure from unauthorised or unlawful use and applying the highest technical, security and organisational protection measures, in accordance with the valid data protection regulations. Each party as the controller is liable for its own personal data processing.

20.2. The Supplier guarantees that during the performance of its activities, it shall process personal data in accordance with the valid personal data protection regulations.

If the Supplier as processor processes personal data on behalf of the Contracting Entity, the Supplier shall be obliged to comply with its contracted obligations as processor and with the obligations of processors referred to in the regulations (General Data Protection Regulation – Regulation EU 2016/679), including the obligation of making available to the Contracting Entity as the controller all information required to demonstrate compliance with the obligations of the processor and of allowing for audits, including inspections, conducted by the Contracting Entity as the controller or another auditor authorised by the controller.

20.3. Information of the Contracting Entity regarding the processing of personal data of natural persons by the Bidder – Supplier is made available during the collection of personal data.

## 21) Corporate social responsibility

21.1. JGL d.d. operates on the principles of lawfulness, disclosure and transparency, prevention of conflicts of interests, efficient internal control, strengthening personal responsibility and corporate social responsibility. We implement these principles in accordance with the best international practices of corporate governance and we build mutual relationships on them.

21.2. The Supplier guarantees and undertakes to comply with the generally accepted corporate social responsibility principles in its operations, and in particular undertakes to consider the effects of its activities on the environment and the community, to encourage and apply legal and ethical behaviour and to respect human rights and

labour standards, as well as to prevent financing of illegal activities, including in regard to measures and principles applied by the Contracting Entity in accordance with its corporate social responsibility documents published on the Contracting Entity's website (<https://www.jgl.hr/oznake/drustveno-odgovorno-poslovanje>). The above obligation is not limited solely to the Supplier; instead, the Supplier is obliged to adequately commit its suppliers – business partners to complying with the above provisions.

21.3. The Contracting Entity shall be entitled to supervise the implementation of corporate social responsibility principles by itself or via a person authorised by it. The Supplier shall, as soon as possible, present to the Contracting Entity or a person authorised by it the processes, control systems and manner of implementation of the relevant regulations.

## 22) Anti-corruption clause

22.1. The Supplier may not, either directly or indirectly, offer, promise or provide benefits or other advantages (cash, valuable gifts or invitations to events the purpose of which is not primarily business-related) to the Contracting Entity's employees and members of executive bodies, or to provide such benefits or advantages via third parties, as an incentive for an action that is illegal or represents an abuse of trust, and which may cause economic loss or damage to the Contracting Entity's reputation.

22.2. During negotiations on potential business cooperation between the Contracting Entity and the Supplier, provision of information on bid evaluation, price comparison or any other information that may compromise or decrease the competitiveness of the bidders/bids is not permitted. Any information disclosed by the Contracting Entity concerning the terms, prices or other information shall not be used by the Supplier to the detriment of the Contracting Entity.

22.3. In the event of a violation of provisions of previous articles, the Contracting Entity shall be entitled to terminate all existing agreements, if a prior written warning has had no effect. In the event of a serious violation of this provision, a warning prior to termination of the agreement shall not be required.

22.4. If a competition protection authority establishes that the Supplier has engaged in prohibited competition practices during the term of this Agreement / Purchase Order,

the Contracting Entity may terminate the Agreement and claim damages, if a loss occurred for the Contracting Entity as a result of such actions of the Supplier.

22.5. In the event of a violation of the provisions of the above articles by the Bidder during the tender procedure, the Contracting Entity shall be authorised to take any legal action to protect its own interests, in addition to removing the Bidder from the tender procedure without compensation.

### 23) Obligation to apply security measures

23.1. The Supplier shall perform its obligations based on the Purchase Order / Agreement in such a manner that its work, actions or omissions and the work, actions or omissions of its subcontractors do not cause any threat or damage, including but not limited to property damage, damage to health or life of persons, business interruption of the Contracting Entity, etc.

23.2. The Supplier shall implement all necessary organisational instructions and measures, particularly with regard to safety and protection of facilities, business partners, working staff, information, packaging and transport, for the purpose of ensuring safety in the delivery of goods and provision of services. Goods delivered and services provided to the Contracting Entity or third parties specified by the Contracting Entity shall be protected by the Supplier from unauthorised access and manipulation. For such delivery of goods and provision of services, the Supplier shall hire only reliable workers and ensure that its potential subcontractors also undertake to implement all appropriate measures.

23.3. The Supplier undertakes to apply all of the usual information security rules, including rules stipulated by the Contracting Entity's documents.

23.4. If the Supplier fails to fulfil the above obligations due to wrongful conduct, the Contracting Entity shall be entitled to withdraw from procurement and terminate/cancel the Agreement. If the breach of obligation can be remedied, such right may be exercised only after the expiry of the appropriate time limit for remedying the breach if the breach has not been remedied.

23.5. In case of security incidents, the Supplier shall notify the Contracting Entity thereof without delay.

## 24) Termination/cancellation of the Agreement

24.1. Each party is entitled to terminate/cancel the Agreement / Purchase Order if the other party violates its terms or the provisions of these General Terms and Conditions, and does not remedy the relevant omissions/violations within a subsequent appropriate time limit defined by the other party.

24.2. Notification of omission (warning) shall be delivered by one party to the other party in writing, using one of the means of communication defined in the General Terms and Conditions or in the Agreement. By doing so, the time limit defined in the warning for the purpose of achieving compliance with the Agreement / Purchase Order / General Terms and Conditions shall commence. If the party that breached a contractual obligation does not remedy its omissions/breaches in the performance of the Agreement / Purchase Order / General Terms and Conditions within the defined time limit, the other party shall be entitled to terminate the Agreement / Purchase Order.

24.3. In case of termination/cancellation of the Agreement / Purchase Order, the notice period defined in the Agreement / Purchase Order shall apply. If the notice period is not defined in the Agreement / Purchase Order, it shall be 30 (thirty) days.

24.4 In addition to the provisions of item 22.1. of these General Terms and Conditions, the Contracting Entity shall reserve the right to unilaterally terminate/cancel the Agreement / Purchase Order with immediate effect, in case of the following wrongful conduct of the Supplier which constitutes a gross violation of the Agreement / Purchase Order / General Terms and Conditions:

- The Supplier breaches the obligation of data confidentiality referred to in these General Terms and Conditions or the Agreement;
- The Supplier's statement, conduct/action or failure to act harms the Contracting Entity's business reputation;

- In case of multiple failures to fulfil contractual obligations (late/improper fulfilment) by the Supplier;
- It is evident from the Supplier's attitude that it will not fulfil its contractual obligation during the subsequent time limit or the Supplier declares that it will not fulfil its contractual obligation at all;
- The Supplier goes bankrupt and/or becomes insolvent, or a pre-bankruptcy settlement procedure, bankruptcy proceedings or winding-up proceedings are initiated against the Supplier, or the Supplier is placed under special administration in accordance with the relevant regulation;
- The Supplier or its authorised person is responsible for serious violation of legal regulations or the Contracting Entity's internal regulations concerning the protection of health, safety and the environment, terms on personal data protection, terms on corporate social responsibility and protection of human rights, or if violation thereof by its suppliers or other business partners was not prevented due to inadequate control mechanisms;
- The Supplier assigns or intends to assign a monetary claim and/or transfer its rights/obligations under the Agreement / Purchase Order without the Contracting Entity's written consent;
- The Supplier replaces or intends to replace a subcontractor without the Contracting Entity's written consent;
- The Supplier changes its ownership structure, without informing the Contracting Entity in writing. In this case, the Contracting Entity shall not be liable for any procedural consequences.

24.5. Notice of termination/cancellation of the Agreement shall be delivered to the other party by registered mail with proof of delivery; the notice period shall commence on the date when the registered letter was handed over at the post office / authorised courier company.



## 25) Severability clause

25.1. If any provision of the Agreement / Purchase Order / General Terms and Conditions proves to be legally unenforceable due to its partial or full invalidity, this shall not affect the remaining provisions of the Agreement / Purchase Order / General Terms and Conditions and the legally unenforceable provision shall be replaced by an enforceable provision corresponding as much as possible to the original intent of the unenforceable provision in legal and business terms.

## 26) Dispute settlement and applicable law

26.1. The parties shall attempt to settle any disputes in an amicable manner. If this is not possible, the dispute shall be settled before the court of subject matter jurisdiction in accordance with the Contracting Entity's head office, with application of the law of the Republic of Croatia.

26.2. Any matters not regulated in these General Terms and Conditions or the Agreement shall be governed by the Civil Obligations Act.

## 27) Notices

27.1. All notices shall be made in writing and sent to the other party's address / contact persons of the Supplier/Contracting Entity agreed upon by the parties. Notices shall be deemed delivered: (a) when delivered in person or (b) when sent by courier service with written proof of receipt or (c) when sent by registered mail with proof of delivery or (d) when sent by electronic mail with confirmation of delivery to the e-mail address of the other party's authorised person.

27.2. The Supplier and the Contracting Entity shall notify the other party in writing of any changes in the contact persons' address/contact information. Potential harmful consequences of failure to deliver the notice in accordance with this article shall be borne by the party that failed to fulfil its obligation.

## 28) Prevailing language

28.1. These General Terms and Conditions have been drawn up in the Croatian and English language. In the event of any discrepancies between the Croatian and English versions, the Croatian version shall prevail.

## 29) Entry into force

29.1. These General Terms and Conditions for Supply of Goods and Services shall enter into force and apply as of 01<sup>st</sup> June 2022.

29.2. In case of any amendments to or adoption of new General Terms and Conditions of Procurement of Goods and Services, the provisions of the General Terms and Conditions that were in force at the start of bidding or at the moment of conclusion of the Agreement / issuance of an independent purchase order shall continue to apply to all bidding initiated and agreements / independent purchase orders concluded prior to the entry into force of the amended/new General Terms and Conditions; they shall continue to apply until the expiry of the relevant contractual relationships, unless otherwise agreed by the Contracting Entity and the Supplier.