

## NETS CEE GENERAL TERMS AND CONDITIONS ON PURCHASE OF GOODS

### 1. Introduction

- 1.1 These general terms and conditions (the “General Terms and Conditions”) on purchase of goods, materials and equipment (collectively the “Goods”) apply for all purchases of Goods made by Nets CEE d.o.o. unless otherwise agreed in writing.
- 1.2 Nets CEE d.o.o. including any subsidiaries and affiliates, is defined as “Nets CEE”. Nets CEE’s affiliates mean any legal entity that is: (a) directly or indirectly controlling Nets CEE, or (b) under the same direct or indirect control as Nets CEE, or (c) directly or indirectly controlled by Nets CEE.
- 1.3 The Party entering into an agreement with Nets CEE on delivery of Goods is defined as the (“Supplier”).
- 1.4 Nets CEE and the Supplier is individually referred to as a (“Party”) and collectively as the (“Parties”).

### 2. Purchase Orders

- 2.1 Orders for Goods placed by Nets CEE with the Supplier (“Purchase Order”) are only valid and binding if in writing and confirmed by an authorised representative from Nets CEE procurement function.
- 2.2 The General Terms and Conditions are an integral and indivisible part of each concluded Purchase Order and may only be modified by terms explicitly stated in the Purchase Order issued by Nets CEE. In case of discrepancy, the provisions of the Purchase Order shall prevail. Any subsequent amendments to the Purchase Order, as well as any verbal and/or written consents, shall only be valid and binding if in writing and confirmed by an authorised representative from Nets CEE.
- 2.3 All previously submitted offers, documentation, etc., from the Supplier to Nets CEE, regarding procurement of Goods, shall be deemed free of charge and not binding to Nets CEE. Nets CEE is neither obliged to issue a Purchase Order solely based on the receipt of the offer from the Supplier; nor to invite the Supplier to participate in a tendering procedure; nor to respond to a request for an offer. Same applies if the Parties have signed a confidentiality agreement for the purpose of presentation of Goods.
- 2.4 If Nets CEE refers in its Purchase Order to any documentation etc. contained in the Suppliers offer, this shall not imply its acceptance of Supplier’s General Terms and Conditions or any other Supplier’s document.

### 3. Price – Invoicing – Payment

- 3.1 The price and the currency for the Goods shall be stated in the Purchase Order. No additional costs such as, but not limited to, order/invoice fees, duties, administration, packing or delivery charges

etc. and/or taxes shall subsequently be added to the price.

- 3.2 The price is stated exclusive of VAT, which shall be payable by Nets CEE according to the legal regulations applicable at the time the tax obligation is incurred. The price shall be fixed and may not be varied for any reason, during the term of Purchase Order. The Supplier may not charge to Nets CEE the fluctuation of exchange rate incurred from the invoice issue date to the payment date. Automatic indexation is prohibited.
- 3.3 Nets CEE will make all payments based on duly issued and delivered Supplier invoices.
- 3.4 The Supplier shall issue and deliver the invoice/s to Nets CEE upon signing the Delivery Note but no later than the last day of the month in which the Goods are delivered. Along with invoice, the Supplier will also submit a specification of the delivered Goods, as well as a copy of the relevant Delivery Note. Invoices shall also include Nets CEE’ Purchase Order number and the name of Nets CEE’ contact person for the relevant Purchase Order.
- 3.5 All payments will be made by Nets CEE to the Supplier on its account (indicated on the Supplier’s invoice) within 30 (thirty) calendar days, from the date of receipt of Supplier’s invoice. Parties may agree on a shorter period than stated or longer, but not longer than 60 (sixty) calendar days, from the date of receipt of Supplier’s invoice.

### 4. Delivery - Acceptance

- 4.1 Delivery shall take place on the date and at the address stated in the Purchase Order.
- 4.2 Delivery shall be “Delivered Duty Paid/DDP” (Incoterms 2020). Goods shall be delivered in standard packaging and declared according to the legal regulations and the industry rules for such type of Goods. The packaging shall protect the Goods against damage and/or quality impairment during the transport or storage. The Supplier shall be responsible for the cost of procurement, delivery and insurance of the Goods. The risk of incidental deterioration and/or damage passes from the Supplier to the Nets CEE at the time of delivery of Goods to Nets CEE (Delivery Note).
- 4.3 Upon delivery of Goods by the Supplier, the authorized persons of the Parties will sign the Delivery Note, as a proof that the Goods were delivered by the Supplier, in the manner and under the conditions defined by the Purchase Order and accepted by Nets CEE. Delivery Note forms the basis for issuing invoices to the Supplier in respect of the delivered Goods. Payment does not constitute an acknowledgement that the Goods were free from defects and/or provided in accordance with the Purchase Order. Inspection of the Goods and associat-

ed documentation by Nets CEE does not relieve the Supplier of its obligations.

- 4.4 The Delivery Note must be signed immediately after delivery i.e. no later than 3 (three) working days from the day of delivery, provided that no visible irregularities, defects, damages, deficiencies etc. are found, in which case Nets CEE will notify the Supplier in writing about stated and the Supplier must replace, supplement etc. Goods with new one, at its own expense, within 3 (three) working days from the receipt of the Nets CEE reclamation. Nets CEE reserves the right and possibility to subsequently report all hidden irregularities, defects, damages, deficiencies etc. of the Goods which it notices during the duration of the legal relationship/Warranty Period.
- 4.5 Supplier will deliver and submit, together with the Goods, all relevant documentation, warranties, certificates of quality and quantity and control of Goods etc.
- 4.6 In case it is foreseeable that the delivery will be delayed, the Supplier shall promptly notify Nets CEE, in writing, thereof and obtain Nets CEE specific written consent for such delay, in which case the delivery date indicated in the Purchase Order shall be extended subject to Nets CEE written consent to the agreed date. In case it is foreseeable and certain that the Supplier is unable to deliver by the date agreed in the Purchase Order, Nets CEE shall be entitled to take any steps to avoid an extension of the date at Supplier's sole expense and risk (e.g. engage another supplier or contractor, etc.); as well as the right to terminate Purchase Order.
- 4.7 In case of early delivery of Goods the Supplier shall request the written approval of Nets CEE for "Early Delivery". Such approval, if given, shall become a part of contractual relationship. Upon received consent Supplier shall make an early delivery of Goods whereby Nets CEE reserves the right to charge the Supplier with any costs if they result from such early delivery, if any (e.g. storage costs, insurance costs, etc.). Nets CEE also reserves the right to refuse such Early Delivery of Goods.

## **5. Cancellation/Termination**

- 5.1 Nets CEE has the right to cancel a Purchase Order for convenience in whole or in part by giving written notice to the Supplier. Such cancellation shall be sent to the Supplier no later than 8 (eight) calendar days prior to the delivery date defined in the Purchase Order or as otherwise agreed by Nets CEE in writing. Nets CEE will thereupon only be liable to pay the Supplier the price of the delivered Goods and the proven unavoidable costs (if any) reasonably incurred by the Supplier for the Goods which were not delivered due to the cancellation. The Supplier cannot claim damages, special tariffs or any other economic compensation due to such cancellation.
- 5.2 In the event of breach of the Purchase Order, due to disorderly fulfilment of obligations, failure to fulfil obligations or delay in fulfilment of obligations un-

der the Purchase Order, by one Party, the other Party shall be entitled to compensation and the right to terminate Purchase Order, by written notification of termination, sent by registered mail with return receipt to the address of the registered seat of the other Party which is at fault for breaching its obligations if he, within 8 (eight) calendar days from its receipt from the other Party a prior written warning of a violation, also sent by registered mail with return receipt, does not correct and/or continues in its infringement, i.e. failure to fulfil its obligations under the Purchase Order. The Purchase order is considered to be terminated on the date of delivery to the Party which is at fault of breaching its obligations, a written notice of termination. In the event of breach of Purchase Order i.e., disorderly fulfilment of obligations, failure to fulfil obligations or delay in fulfilment of obligations by the Supplier, which results in the termination of the Purchase Order by Nets CEE, Nets CEE shall be entitled to a refund of the previously paid amount, if such amount is previously paid by Nets CEE, that is proportional to the unfulfilled part of the Purchase Order (pro rata refund), plus the corresponding default interests calculated from the date of payment by Nets CEE to the Supplier's account to the date of payment to Nets CEE.

## **6. Property – Title – Indemnification**

- 6.1 Nets CEE receives full and exclusive ownership to the ordered Goods once delivery and acceptance is made (signed Delivery Note).
- 6.2 The Goods shall be delivered free from all liens, charges, encumbrances, mortgages, copyrights etc. The Supplier shall indemnify Nets CEE against any claim from third parties regarding non-compliance with such referred rights.

## **7. Warranty**

- 7.1 The Goods shall be in accordance with the agreed specifications and the Purchase Order. The Supplier warrants that the Goods are without faults and/or defects and comply with all applicable statutory requirements and regulations at the date where the Goods are put into use or operation by Nets CEE.
- 7.2 Unless otherwise defined in the Purchase Order the Warranty Period for the Goods shall be 2 (two) years from the signing of Delivery Note. In case the Supplier is not the manufacturer of the Goods it shall obtain the manufacturer's warranty.

## **8. Liability**

- 8.1 The Supplier must indemnify and hold Nets CEE harmless from all actions, suits, claims, costs, damages and losses suffered or incurred by Nets CEE, including third party claims that relate to (i) the Supplier's breach of its obligations under the Purchase Order, (ii) negligent or wilful acts or omissions causing damage by the Supplier, its agents or subcontractors, including freight carriers engaged by the Supplier, (iii) any product liability claim relating to the Goods and (iv) any infringement or alleged infringement of any intellectual or industrial property rights of a third party anywhere that relates

to the Goods or the process of manufacturing the Goods.

- 8.2 The Parties agree that they will not be liable to each other for lost income and/or profit, special/consequential costs and/or damages - arising from the Purchase Order. This provision does not limit the liability of any Party due to: unauthorized use of intellectual property or damage caused by intentional conduct or gross negligence.

**9. Other provisions**

- 9.1. Purchase Order represents the Parties' true will. After it has been signed, any prior oral and/or written agreements concluded between the Parties in view of the subject matter of the Purchase Order shall cease to apply.
- 9.2. Any right/obligation/receivable/claim etc. arising from the Purchase Order can be transferred to a Third Party only with the explicit written consent of authorized representatives of the Parties.
- 9.3. If any part of the Purchase Order should be declared invalid, the remaining provisions of it shall remain valid and in force.
- 9.4. Any issues that are not regulated by the Purchase Order shall be subject to the provisions of the relevant laws of Croatia. The Parties will make all efforts in the spirit of good business relations to achieve a friendly settlement of all disagreements or disputes arising between them regarding the Purchase Order. Where no settlement can be achieved, the court authorized for settlement is the competent court in Zagreb.
- 9.5. All notifications and written correspondence between the Parties shall be sent in writing, by registered mail with return receipt or by fax or e-mail. If the delivery by registered mail with return receipt to the address of the registered seat of the other Party is unsuccessful, it shall be deemed that the delivery was carried out upon expiry of the 8th (eighth) calendar day as of the date of the postal stamp. If the delivery is carried out by fax or e-mail it shall be deemed completed at the moment when the message was sent, under the condition that, in case of delivery by fax, the sender receives a confirmation of uninterrupted and successful transmission of the notice to the recipient, that is, in case of delivery by e-mail, the sender does not immediately receive an automated server report on failed delivery of the concerned e-mail. Each Party obliges to notify the other Party in an appropriate manner and without delay on any change regarding its registered seat as well as on any other relevant changes and data, otherwise it shall be liable for any damage which may arise to the other Party as result of such omission.