

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of Business (the "Terms") govern all legal relationships between the company **LETINA INTECH d.o.o., Neumannova ulica 2, Čakovec, Croatia**, entered in the court register of the Commercial Court in Varaždin under registration number (MBS): 070117619, Personal Identification Number (OIB): 32033415378, VAT ID: HR32033415378 (hereinafter: the Seller), and any natural or legal person who, within the scope of its registered business activity, orders or purchases goods from the Seller's product range (hereinafter: the Buyer). These Terms apply to all offers, orders, order confirmations, contracts, deliveries, invoices, and any other acts preceding, accompanying, or arising from a contract of sale. The Buyer accepts these Terms upon acceptance of an offer, submission of an order, confirmation of a contract, or taking delivery of the goods. In the event of any inconsistency between a contract and these Terms, the contract shall prevail, unless doing so is contrary to mandatory statutory provisions. These Terms do not apply to consumer contracts within the meaning of consumer protection regulations.

### 1. FORMATION OF THE CONTRACT

The contract is concluded when, within the validity period of the offer, the Buyer **accepts the Seller's offer, when the Seller confirms the Buyer's order, when the parties execute a written contract, or when the conduct of the parties clearly demonstrates an intention to be bound, in particular by taking delivery, paying an advance, or paying for the goods without objection.** Any amendments and supplements shall be valid only in written or electronic form. **By concluding the contract, the Buyer also accepts these General Terms and Conditions of Business.**

### 2. PRICES AND PAYMENT TERMS

**Prices are stated in euros, exclusive of VAT and exclusive of customs duties, freight, insurance, packaging, and similar charges,** unless otherwise agreed. Customs duties, freight, insurance, packaging, and similar charges shall be stated separately. **The Seller may adjust prices** where there is a material change in input costs, taxes, exchange rates, or other objective circumstances affecting the cost of production and delivery; if the Buyer does not accept such adjustment, the Buyer shall be entitled to terminate the contract, provided that delivery has not yet been made. Payment shall be made in accordance with the terms set out in the offer or contract; **the standard payment model consists of a 30% advance payment and 70% prior to delivery.** Postponed payment shall be available only against security instruments such as a letter of credit, bank guarantee, or promissory note (bill of exchange). In the event of late payment, the Buyer shall owe statutory default interest, and the Seller may suspend further deliveries and terminate the contract; unless otherwise agreed, all bank charges shall be borne by the Buyer.

### 3. APPROVAL OF DRAWINGS

For non-standard products manufactured to the Buyer's specifications, the Seller shall provide the Buyer with technical drawings of the ordered products for review and approval, within a period aligned with the production schedule and the indicative delivery time for the goods. The Buyer shall be obliged **to approve the technical drawings provided, or to submit any changes and comments to the Seller, within 15 days.** The Buyer shall be entitled to two (2) revisions of the drawings at no additional charge. **For the third and each subsequent revision of the drawings, the Seller shall separately invoice the Buyer for the labour costs incurred.** Labor costs shall depend on the time spent preparing the new drawings. The time spent shall be recorded on the new drawing. The labour rate for a mechanical engineer/electrical engineer is EUR 80.00 per hour. The minimum billing unit is 1 hour.

For products from the Seller's standard series program and for products of other manufacturers which the Seller sells as trade goods, the technical specifications, catalogue data, the manufacturer's technical documentation, and the Seller's offer shall be deemed final, and the drawing-approval procedure set out in this Article shall not apply to such products.

### 4. DELIVERY TIMES

For non-standard products manufactured to the Buyer's specifications, the Seller shall indicate on each offer an **indicative delivery time**, based on the current utilization of production capacity and/or on the delivery schedule received from the Buyer. The indicative delivery time **shall in no way bind the Seller**, nor may such indicative delivery time be regarded as the agreed delivery time. The Seller shall confirm the actual (agreed) delivery time **only after approval of the technical drawings** by the Buyer.

For products from the Seller's standard series program and for products of other manufacturers which the Seller sells as trade goods, the Seller shall indicate on each offer an indicative delivery time based on stock availability or on the delivery time received from its supplier. The actual (agreed) delivery time shall be confirmed upon receipt of the Buyer's order.

## 5. METHOD OF DELIVERY

Delivery shall be carried out in accordance with Incoterms 2020, whereby, unless otherwise agreed, **EXW Seller's warehouse** shall apply. The risk of accidental loss, damage, or destruction shall pass to the Buyer upon handover to the first carrier or when the goods are made available in accordance with the agreed delivery term. **If the Buyer delays taking delivery for more than 15 days from notification that the goods are ready for dispatch, the Seller shall store the goods at the Buyer's cost and risk and shall separately invoice such costs. Storage costs shall amount to 0.1% of the net value of the goods for each day, or part thereof, of storage, subject to a minimum of EUR 20.00 per day.** Such costs shall be calculated and invoiced to the Buyer separately. The Seller may make partial deliveries and invoice them separately, unless otherwise agreed.

## 6. TITLE TO THE GOODS

Title to the goods shall pass to the Buyer only **upon full payment of the agreed price, all associated costs, and any default interest due.** Until the transfer of title, the Buyer shall be entitled to use the goods in the ordinary course of business, but may not sell, pledge, encumber with third-party rights, or otherwise dispose of the goods without the Seller's prior written consent.

In the event of late payment, bankruptcy, pre-insolvency proceedings, liquidation, or other circumstances indicating that the recovery of the Seller's receivables is at risk, the Seller shall be entitled to demand the return of unpaid goods at the Buyer's expense. If the goods have been used or damaged, the Seller shall be entitled to seek compensation from the Buyer.

## 7. WARRANTY

The Seller warrants that the goods **conform to the agreed specifications and applicable standards** and are free from manufacturing defects. The Buyer shall inspect the goods immediately upon receipt and shall give written notice of any visible defects within eight (8) days. Hidden defects shall be reported within a reasonable time after discovery, and no later than six (6) months from delivery. In the case of a valid and timely claim, the Seller shall remedy the defect. **The warranty period shall be twelve (12) months from delivery,** unless otherwise specified in the contract; the warranty does not cover damage resulting from improper handling, installation, maintenance, or use contrary to the instructions.

## 8. TECHNICAL DOCUMENTATION

All technical documentation, drawings, sketches, models, and other related documentation **shall remain the intellectual property of the Seller,** unless otherwise agreed in writing. The parties shall keep confidential all information obtained during their business relationship that is not publicly available, except in cases prescribed by law or required by competent authorities. The Seller processes the Buyer's personal data in accordance with Regulation (EU) 2016/679 (GDPR) and applicable national regulations. The Buyer has the right of access, rectification, and objection to processing, as well as other rights under such regulations.

## 9. FORCE MAJEURE

With respect to force majeure events, such as natural disasters, wars, epidemics, strikes, extraordinary supply-chain disruptions, and similar events that could not be prevented or foreseen, **the Seller shall not be liable for any delay or failure in performance,** and the relevant deadlines and obligations shall be extended or adjusted proportionately.

## 10. DISPUTE RESOLUTION

All disputes between the parties relating to contracts to which these General Terms apply, as well as to contracts arising therefrom, shall be subject to the exclusive jurisdiction of the Commercial Court in Varaždin, without prejudice to the Seller's right to bring proceedings, at its own discretion, before the court having jurisdiction over the Buyer's registered seat or before any other court having jurisdiction under mandatory statutory provisions. All contracts to which these General Terms apply, as well as all legal relationships arising therefrom, shall be governed exclusively by the laws of the Republic of Croatia. The application of the rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

## **11. FINAL PROVISIONS**

Should any provision of these Terms be or become invalid or unenforceable, the remaining provisions shall remain in full force and effect. These Terms shall be published on the Seller's website and shall be deemed accessible to all business partners. The Seller may amend and supplement these Terms; any such amendments shall take effect from the date of publication and shall apply to contracts concluded after that date.

These General Terms and Conditions of Business are effective as of 27 July 2026.