

## Terms and Conditions for Repair, Sale and Delivery, Installation, Maintenance, and other contracted work of Motorpoint d.o.o.

### 1. General

Motorpoint d.o.o., Žegoti 6/3, 51215 Kastav, Croatia, hereinafter referred to as a Contractor.

#### 1.1

All types of Contracts concluded by the Contractor in respect of sale, delivery, maintenance, repair, modernization, setup and installation work, investigations, etc. carried out by the Contractor inside and outside the plants/service facilities. These Terms and Conditions shall apply exclusively; they shall apply even where the Contractor does not attach additional conditions to the supply of goods or services despite knowing that the Client has conflicting or differing terms and conditions. They shall also apply to all future business transactions.

#### 1.2

No verbal side agreements exist. The requirement for all agreements and amendments to be made in writing shall also apply to any amendment or removal of the requirement itself.

Acceptance of the Client's terms and conditions and any agreement as to quality shall require the Contractor's written confirmation to be valid.

### 1.3

In all circumstances, the risk of non- receipt of the Client's orders/instructions by the Contractor shall be borne by the Client and the Client shall also bear the burden of proof for establishing delivery of its work orders/purchase orders/instructions to the Contractor. Errors in the communication of orders/instructions by, fax, electronic means, or telephone shall be at the risk of the Client.

## 2. Subject of work and services

### 2.1

The services supplied shall comply with the Croatian and EU general technical regulations and standards applicable to the subject of the work. Where the Client requires compliance with different technical regulations and standards or technical regulations and standards applicable to its specialized application, it must be agreed in writing beforehand. The same shall apply where the Client requires the Contractor to provide specific local permits or licenses such as for the import or operation of the subject of the work.

### 2.2

The subject of the work shall be conclusively defined by explicitly agreed performance features (e.g., specifications, identifications, approvals, other details).

A warranty of suitability for a particular purpose or use shall be assumed only to the extent expressly agreed in writing. In all other respects, the Client alone shall bear the

risk of fitness for purpose and use. No obligation shall be owed in respect of any performance features not explicitly agreed.

### 2.3

If the Client is reliant on the services supplied complying with certain regulations and/or standards, the Client must notify the Contractor in writing no later than the time at which the order is placed of any such regulations and/or standards relating to service performance and/or operation of the subject of the work and/or other safety regulations (health & safety and accident prevention).

## 3. Conclusion of the contract

### 3.1

The Contractor reserves the right to modify or modernise the object worked on provided the object and especially its installation interfaces is/are not fundamentally changed by doing so.

The transfer of the Client's rights and obligations under this Contract to third parties shall require the prior written consent of the Contractor.

The Contractor shall be entitled to carry out test runs. Furthermore, the Contractor shall be entitled to require the Client to carry out road test/sea trials.

### 3.2

Quotations by the Contractor shall be made without obligation. The Contractor reserves all rights (ownership and copyright) to quotations, samples, cost estimates, drawings,

technical information, and other documentation; such documentation may only be made accessible to third parties with the prior written consent of the Contractor.

### 3.3

The Client shall be legally bound by any orders it places for a period of six weeks from receipt of the same by the Contractor. Conclusion of the Contract shall come into being on written confirmation of order acceptance by the Contractor; were regulatory approval is necessary and order acceptance is made conditional upon such approval, the Contract shall not become legally binding for the Contractor until the Contractor notifies the Client in writing that such approval has been obtained (for the Client, however, the order shall become legally binding as soon as the Client receives the Contractor's order acceptance). The confirmation of order acceptance shall also be definitive regarding the scope of the goods/services to be supplied unless the Client objects without delay and in writing to any discrepancies between the order and the order acceptance.

## 4. Terms and method of payment

### 4.1

Prior to departure of the Contractor's staff or commencement of work at the Contractor's plant/service facility, the Client shall make an advance payment up to the value of the provisionally expected costs according to conditions specified in the offer. The charges invoiced shall be based on the costs recorded at the prices valid at the time of delivery of (the goods or) services. Payment shall be made without discount or

other deductions immediately upon receipt of the final invoice unless otherwise defined by the contract.

Where (goods and) services are supplied in Croatia, the Client shall also pay value added tax at the statutory rate applicable on the date the goods or services are supplied.

#### 4.2

Payments shall have the effect of discharging the debt only if paid to the Contractor or persons holding written authority to collect payments on the Contractor's behalf.

Bank charges and fees for letters of credit shall be payable by the Client. No interest shall be payable on payments on account. Bill of exchange payments shall be subject to the agreement of the Contractor. Cheques and bills of exchange shall only be accepted towards payment. Bill of exchange duty and other levies shall be charged to the Client.

#### 4.3

If payments are made later than agreed, the Contractor may without prejudice to other legal or contractual rights required statutory default interest rate at which interest is charged shall initially apply for an interest period of one month and shall be replaced for each succeeding monthly interest period by the interest rate that is valid on the first day of the interest period concerned.

## 5. Warranty

### 5.1

We guarantee the execution of the services according to the state of the art; the warranty period shall be 12 Months after completion of the services. For spare parts the warranty period shall be 12 months after delivery. In the event of a warranty claim we shall effect subsequence performance, in our discretion, by repair or replacement, as far as economically reasonable.

### 5.2

We are – to an appropriate extent – entitled to subsequent improvement and that twice. If the attempt to rectify the defect finally fails, the customer may demand a reduction of the price in proportion to the reduced value of the service or the part, whereby such reduction shall under no circumstances exceed 15 per cent of the remuneration. In case of fundamental defects which have a significant effect on the usability of the performance, the customer may withdraw from the contract after having informed us in writing, unless, in consideration of all pertinent circumstances, it can be expected of the customer to further adhere to the contract. Any claims for damages of the customer are limited to a maximum of 15 per cent of the agreed remuneration (except for cases of intent and gross negligence).

## 6. Transfer of risk

Transportation of items for repair or items returned repaired takes place at the customer's risk. The buyer assumes the transport costs or insurance costs in the individual case, however, this will not change the risk transfer mentioned above.

## 7. Working conditions

### 7.1

Work shall not be carried out on sites that pose a health hazard or are otherwise dangerous or under unreasonable conditions. The Client shall draw attention to specific dangers which might arise during execution of the work.

### 7.2

The Client shall be responsible for taking all necessary and legally required accident prevention measures.

### 7.3

The Client shall provide the Contractor's staff with suitable catering and medical care close to the workplace. In the event of accident or illness on the part of the staff such as to necessitate medical assistance or hospital treatment, the Client shall at its own expense ensure that the immediately necessary medical assistance and hospital care is provided and shall procure the necessary medications regardless of whether the accident or illness occurs during or outside working hours. The costs incurred shall be reimbursed to the Contractor without delay provided the Contractor does not share

responsibility for the accident or illness or the costs are not covered by the Client's insurance. The Client shall arrange for prompt repatriation of a sick person provided it is possible for the person to travel from a medical viewpoint and the Contractor or the person concerned so desires.

#### 7.4

The Client shall at its own expense provide interpreters for the Contractor's staff during working hours if they so request.

### 8. Data protection

Personal data relating to the Client and its agents/employees are processed in a separate document "Personal data protection" and apply to this document as well.

### 9. Applicable law and Arbitration clause

If any of the above provisions become invalid or void in whole or in part, this shall not affect the validity of the remaining provisions of this Agreement. Terms and individual Agreements concluded based on these Terms and the relationship between the parties are subject to Croatian law and the relevant laws of the European Union.