

GENERAL SALES TERMS AND CONDITIONS of Neograf d.o.o.
(hereinafter: General Sales Terms and Conditions)

1 GENERAL PROVISIONS

- 1.1** The general sales terms and conditions set out the legal and obligation-based relationship between Neograf d.o.o., Žlibina 4, 51262 Kraljevica, registration no.: 03586707, VAT no.: HR54471995670, as the seller (hereinafter: Neograf or the Seller) and between the buyers of the goods, products and/or services of the Seller from its sales programme (hereinafter: merchandise).
- 1.2** The general sales terms and conditions shall relate to all relationships between the Seller and the Buyer (collectively also hereinafter: the contracting parties or parties), unless the Seller and Buyer determine otherwise for a specific case. To avoid doubt only an agreement concluded in writing shall be deemed a special agreement between the contracting parties. General Sales Terms and Conditions shall also be used for the regulation of relationships before concluding an agreement, in particular in connection to the offer provided by the Seller.
- 1.3** The General Sales Terms and Conditions apply if the Seller referred to them in the sales agreement, offer or other documents on the basis of which the transaction was concluded, thereby giving the Buyer an opportunity to familiarise itself with these terms and conditions, provided they had also been published on the Seller's website or delivered to the Buyer upon concluding the legal transaction or prior to that.
- 1.4** The Seller reserves the right to set out separate provisions for an individual legal transaction that in the specific transaction in question prevail over the General Sales Terms and Conditions. That also applies in the event of a discrepancy between the provisions of the individual legal transaction and the General Sales Terms and Conditions.
- 1.5** The General Sales Terms and Conditions prevail over the provisions of the Buyer's purchase terms, unless the contracting parties determine otherwise in writing.
- 1.6** The Buyer's general business terms and conditions do not apply for the relationship between the two contracting parties, and the General Sales Terms and Conditions prevail over those terms, unless the Seller expressly approves their use and the scope of their use in writing.

2 OFFER/PRO-FORMA INVOICE AND ORDER

- 2.1** The Seller sends the Buyer an offer or pro-forma invoice at the latter's request that contains the following: the quantity, price, estimated delivery period, offer validity period, trade terms, material and any other statements relating to the Buyer's request.
- 2.2** The Buyer shall be obliged to provide information regarding the use of the packaging already at the time of the request. The Seller shall therefore be obliged to propose the appropriate material for that purpose.
- 2.3** If foods are packed inside the product the Buyer shall be obliged to provide the Seller with the information regarding whether that involves direct contact with food or indirect contact with a functional barrier.
- 2.4** If the Buyer demands or insists in using a material that is inappropriate for the product and the Seller warns the Buyer of this in advance, all the liability for the product is borne by the Buyer itself.
- 2.5** The validity of the Seller's offer is thirty (30) days, unless determined otherwise in the offer.
- 2.6** If the Buyer's order, which is issued within the offer's validity period, does not comply with the offer, such offer is deemed invalid and no liability can be accepted by the Seller therefrom. The Seller may also extend the offer's validity after the expiry of the period referred to in the previous point on the basis of a written statement.

- 2.7 The Buyer's order must comply with the elements of the offer, be made in writing and sent to the Seller's address by post, fax or e-mail. If the quantity indicated in the order deviates from the quantity indicated in the offer, the Seller reserves its right to adjust the price and delivery period.
- 2.8 The order must contain essential elements that are required to implement the order or production of goods, in particular and not merely: the offer number, detailed description of goods (type of goods, data ready for print, specific properties, technical data), quantity, intended use of the goods, Buyer's details, place and time of the requested delivery of goods. If any of the data is not stated in the order, it shall be deemed that the parties agreed on standard properties for the Seller's goods in that regard.
- 2.9 The Seller processes the order if it contains all the elements referred to in the previous point, as it is only able to determine the delivery period for the goods on the basis of these elements.
- 2.10 The Buyer's order is kept at the Seller's registered office in written or electronic format. Upon request the Buyer is granted access to the original or a copy of the order, or the copy is sent to the Buyer by post, e-mail or fax.
- 2.11 If the compilation of the offer for the Buyer is connected with the preparation of technical documentation, drawings, designs, pdf files or relevant descriptions, print pre-stage production, or production of tools, printing blocks or samples, the cost of the preparation shall be borne by the Buyer, unless determined otherwise by the parties.
- 2.12 The technical documentation, drawings, designs, pdf files or relevant descriptions, print pre-stage production or produced tools, printing blocks or samples that are delivered to the Buyer during the offer or order implementation phase shall be the exclusive intellectual property of the Seller. The Buyer can use them only for the purpose of their production or delivery. The aforementioned property remains under the ownership of the Seller for the entire term of the business relationship and thereafter, while the Buyer must respect the Seller's property by not exploiting it for a purpose that does not comply with that business relationship, and does not allow access or its use to third parties (original, copy or any other duplicated form), except to those persons working for the Buyer that require it for the performance of their work obligations in accordance with the purpose of the business relationship with the Seller. In the event of abuse, the Seller reserves its right to damages. The Seller's property can be used contrary to this article only against compensation and/or if the relevant written agreement has been concluded.
- 2.13 The Seller is liable for the quality of the raw material (cardboard and paper), only if it had complete control of the purchase of that material.

3 CONCLUSION AND AMENDMENT OF THE LEGAL TRANSACTION

- 3.1 The Seller shall supply the goods or provide the service in accordance with the concluded legal transaction. The legal transaction between the parties is concluded when the Buyer's written order is confirmed in writing by the Seller and if the parties agreed on the essential elements of the transaction, as specified in point 2.
- 3.2 The written confirmation of the Seller's order generally follows within three (3) business days after the receipt of the written order, which for confirmation purposes must contain all the elements referred to in point 2.8.
- 3.3 If the Buyer's confirmation of the sample is required, it shall be deemed that the legal transaction was finally concluded after the most recent confirmation of the sample.
- 3.4 In order to secure payment under the legal transaction, the Seller can request additional security from the Buyer with the required financial instrument agreed between the two parties. In that case the legal transaction between the Seller and Buyer is deemed concluded as at the date on which the Buyer fulfils the security requirement and hands over the agreed security instrument to the Seller.

4 PRICE, INVOICE AND PAYMENT TERMS:

- 4.1** The price of the goods shall be determined in the written confirmation of the order (conclusion of a legal transaction or agreement) and shall apply for the entire time until the fulfilment of the order and delivery, unless determined otherwise below. The price shall be denominated in EUR and in KN and not include VAT.
- 4.2** The price in the written confirmation of the order shall be determined on the basis of the price of raw materials, as set on the date of order confirmation or conclusion of the legal transaction. If raw material prices change, the parties shall enter into negotiations to set a new price. If a new price cannot be agreed within a reasonable time period, the Seller shall be entitled to withdraw from the agreement without notice and without any obligations, including any obligations regarding compensation.
- 4.3** If any element of the Buyer's order (quantity, technical specification, specific properties of the goods, intended use of the goods, place of delivery, other logistical or/and commercial processes, etc.) is changed after the Seller confirms the written order, the Seller shall be entitled to adjust the price of the goods.
- 4.4** The Seller shall make a commitment to notify the Buyer in writing of a price change before the delivery of the goods.
- 4.5** The costs of above-standard packaging (point 7.1), transportation of the goods, insurance of the goods transportation, import duties, export duties and other duties and potential taxes associated with the supply of goods or their transportation shall be borne by the Buyer, unless the parties determine otherwise.
- 4.6** The Buyer shall be entitled to withdraw from the agreement up until the order is in production, taking into account that it bears all the administrative costs or costs associated with preparing the offer and confirming the order, the order of raw materials or goods, the preparation of any technical documentation, drawings, designs, pdf files or relevant descriptions, pre-print production and production of tools, printing blocks or samples and other handling costs associated with processing this transaction, incurred until the withdrawal.
- 4.7** The Seller shall issue an invoice for the delivery of the goods immediately after the goods have been issued or no later than eight (8) days after their issuance.
- 4.8** The Buyer shall be obliged to pay the purchase price under a specific invoice/pro-forma invoice in accordance with the agreed payment terms into the current account of the Seller, which is stated on the invoice/pro-forma invoice. The payment deadline shall be an essential element of the legal transaction.
- 4.9** The invoice payment date shall be the date on which the payment of the entire amount from that invoice is transferred into the Seller's transaction account.
- 4.10** The contracting parties agree that the Seller shall be entitled to immediately and unilaterally refuse to sell the goods or provide services and to suspend all orders and deliveries, if the Buyer owes or failed to settle all the due liabilities to the Seller, regardless of their amount. In that case the Buyer shall cover all the costs and consequences, including any economic loss (but not limited thereto). Furthermore, the contracting parties agree that the Seller shall be entitled to unilaterally refuse the delivery of the goods or provision of a service against deferred payment, if circumstances arise that significantly diminish the Seller's trust in the Buyer's solvency (e.g. significant deterioration of the Buyer's financial position, Buyer illiquidity, the blockage of any Buyer's current account, the initiation of insolvency proceedings against the Buyer), if the Buyer's credit rating deteriorates in the opinion of the Seller or if the Buyer fails to present eligible security (collateral) at the Seller's request.
- 4.11** If any of the circumstances described in point 4.10 arise, the contracting parties can agree on payment before delivery (payment under a pro-forma invoice) for future business transactions, while the Seller reserves the right to determine the immediate due date for all the Buyer's unpaid liabilities.

- 4.12** The Seller has the right to reconcile (net) any of its liabilities to the Buyer with its claims against the Buyer that are derived from their mutual business transactions. The Seller shall notify the Buyer in writing of the completed reconciliation by presenting the relevant specification of the claims that ceased on account of the reconciliation.
- 4.13** In the event of payment default, the Buyer shall be obliged to pay default interest under the legally prescribed interest rate in the Republic of Croatia from the date of default until payment, and all costs associated with the recovery of the payment and the reminder procedure. The Seller may demand cost compensation in the amount of EUR 50.00 for each formal notice (reminder) that it sent to the Buyer because of payment default.
- 4.14** If the Buyer has outstanding debt or is in payment default, the Seller shall be entitled to use the Buyer's payment means (instruments) for the repayment of the Buyer's least recent and unpaid debt, including interest and potential recovery costs.
- 4.15** A Buyer that originates from an EU Member State and requests to be VAT exempt, must submit all the required legal documentation that enables the Seller to fulfil all its legal and financial (tax) requirements regarding VAT exemption. This relates, in particular, to the evidence of the delivery of goods within the EU, VAT ID or any special tax payment exemption associated with the Buyer.

5 DELIVERY PERIOD

- 5.1** The Seller shall supply the agreed quantity and type of goods or provide the service to the Buyer within the delivery period and in accordance with the trade terms (delivery), as determined in the order confirmation or in the agreement. Only the indicative delivery periods are indicated in the offer or pro-forma invoice.
- 5.2** If the Buyer amends the order or is late with the fulfilment of its obligations that are clearly required for the Seller to even commence the production of the ordered products/goods, the Seller shall set a new delivery period. In that regard, the Seller cannot be subject to detrimental consequences.
- 5.3** The delivery period is not deemed an essential element of the agreement in accordance with Article 361 of the Civil Obligations Act of the Republic of Croatia (official gazette Narodne novine, No. 35/05, 41/08, 125/11, 78/15, 29/18)
- 5.4** If the Buyer fails to accept the goods within the agreed delivery period or the shipping is delayed at the request of the Buyer or due to its fault or moved back by a longer period, the costs of storage at current market prices shall be covered by the Buyer. If the goods are stored for more than six (6) months from the date of production, the Seller shall not be liable for the quality of the goods.
- 5.5** Transfer of liability for the risk of random destruction or damage to goods and the liability for damage is therefore transferred from the Seller to the Buyer in accordance with the agreed trade terms.

6 PLACE AND METHOD OF DELIVERY

- 6.1** The delivery of goods is carried out by the Seller in accordance with the trade terms set out in the confirmed written order or agreement.
- 6.2** If not determined otherwise by the General Sales Terms and Conditions or by way of an agreement concluded between the contracting parties, the most recent INCOTERMS release, issued by the International Chamber of Commerce in Paris, is applied for the transfer of liability for goods (risk of random destruction or damage of goods and liability for damage) in accordance with the agreed trade terms.
- 6.3** If the Buyer fails to accept the goods within the delivery period, the Seller first warns the Buyer in writing of the acceptance of those goods. If the Buyer, despite the express written warning, fails to accept the ordered goods after five (5) business days from the receipt of the warning, the goods shall be deemed accepted, and the Seller granted the right to charge the ordered goods to the Buyer and also charge any additional costs of storage, processing

or destruction of those goods. In the event of a delay in the acceptance of goods, the risk of random damage to or destruction of goods is transferred to the Buyer as of the date of the Buyer's default.

- 6.4 The Seller may insure the goods during transportation at the Buyer's request. However, the insurance costs shall be borne by the Buyer.

7 PACKAGING AND STORAGE OF GOODS

- 7.1 The goods' selling price includes the price of the transport cardboard, palletising and simple binding as standard packaging. Provided there are special requirements relating to packaging, packing or additional protection during transport, the costs shall be borne by the Buyer.
- 7.2 If the goods are packed on pallets, the pallets shall be charged to the Buyer, unless the Seller and Buyer determine otherwise.
- 7.3 The storage of goods is suitable if the goods are sealed in original packaging for a maximum of six (6) months in a dry area, where the goods are not exposed to sunlight or/and humidity, in an area with a maximum temperature of 20°C ± 5°C and 50% ± 5% relative humidity.

8 PRINT, DEVIATIONS, PRINTING BLOCKS AND TOOLS

- 8.1 Confirmation of the pdf document regarding design and confirmation of the pdf document with a dimensional drawing that is confirmed by the Buyer, are binding on the Seller. Any complaints in that regard are irrelevant for the Seller.
- 8.2 In the context of deviations that appear on the product due to errors in documents that were sent to the Seller by the Buyer or that the Buyer confirmed, the liability and any costs for the elimination of these errors are borne exclusively by the Buyer (e.g. the costs of document corrections, processing costs, re-production costs).
- 8.3 Deviations regarding the quantity of supplied products depend on the individual order regarding complexity, used material, dimensions, intended use of the product, etc. If the deviation is not indicated in the written confirmation of the order, the Seller's order fulfilment is correct when the supplied quantities deviate up to ± 5%.
- 8.4 Initial production of printing blocks and cutting dies are charged separately to the Buyer. After payment they become the Buyer's property, and are stored at the Seller for a maximum of two (2) years from the production/payment. After the expiry of that period, the Seller destroys them without prior notification of the Buyer. The Seller shall not be liable to the Buyer for the storage of printing blocks and cutting dies.
- 8.5 Cutting dies are produced in accordance with the guidelines of the standard of the ESU organisation (Europäische Stanzform Union e.V.): "(12/2011) *Tolerances for the production of cutting dies for the packaging industry*", if the Seller and Buyer do not determine otherwise.

9 WARRANTY AGAINST DEFECTS AND COMPLAINTS

- 9.1 The Buyer shall be obliged to carry out a quantitative and qualitative inspection of the goods immediately upon the acceptance of the goods. The Buyer shall be obliged to lodge a complaint for any apparent defects in writing through a complaint record immediately upon takeover, no later than within eight (8) days. Otherwise, the goods shall be deemed accepted and subsequent complaints regarding the quantity and visible defects are no longer admissible. Hidden defects must be contested by the Buyer immediately when noticed. The Seller shall not be liable for defects that appear after six (6) months of the takeover of the goods or services. Complaints shall only be taken into account if the goods are appropriately stored (see point 7.3).
- 9.2 The Seller shall take the Buyer's complaint into account only if it is submitted in writing, is on time and is substantiated. A complaint must always be presented in writing, sent via registered post to the Seller's business address, including the record of the complaint in

which the product defect is described in detail, with a minimum of five (5) product samples attached with a defect for each specified defect (photos do not suffice). The Buyer shall enable the Seller to inspect the goods subject to the complaint within at least ten (10) business days after accepting the complaint. The Seller shall not be obliged to address inappropriately or incompletely documented complaints.

- 9.3** Photos suffice for submitting a complaint due to potential defects/errors on the outer packaging. The record used to file a complaint for defects on goods that arose during transportation must also be signed by the carrier. All damage needs to be documented with photos, making it evident that the damage was incurred during transportation.
- 9.4** The Buyer cannot destroy the goods subject to a complaint without the Seller's written approval.
- 9.5** The Seller shall be obliged to respond to a complaint and commence the complaint resolution procedure as soon as possible, within no later than ten (10) business days from the receipt of the compliant notification, which includes all the required evidence regarding the defect and product samples with the defect, as provided in point 9.2. The complaint must be resolved in a reasonable time period, i.e. within a period that is objectively required to carry out the procedures necessary to determine the facts and resolve the complaint.
- 9.6** The Buyer cannot return the goods subject to a complaint to the Seller without the latter's prior written approval. The Buyer shall be obliged to keep the goods until the complaint is resolved and to handle the goods with care. Otherwise, the Seller shall be entitled to reject the complaint.
- 9.7** The Seller shall reserve the right to reject the complaint in the following cases:
 - 9.7.1 if it establishes that the uselessness of or damage to the product was derived from incorrect or careless handling of the product or use of the product, mechanical damage or a defect in the event of force majeure;
 - 9.7.2 if the Seller warns the Buyer on the possibility of non-compliant technical requirements that the Buyer prescribed, and the Buyer disregarded these warnings;
 - 9.7.3 if the product was incorrectly selected or inappropriately used in combination with products of other manufacturers;
 - 9.7.4 if the product was improperly stored (point 7.3) or installed.
- 9.8** Regarding well-founded complaints, the Seller decides independently whether to eliminate the defect on the product or provide substitute fulfilment, or reduce the purchase price and issue a credit note to the Buyer.

10 LIMITATION OF THE SELLER'S LIABILITY

- 10.1** The Seller shall be liable for late delivery if that occurred due to the Seller's fault. The Seller's liability for damage for delays in supply is limited, i.e. to 0.5% for a day of delay, but no more than 5% of the net value of an individual missed (delayed) delivery.
- 10.2** The Seller shall not be liable for any type of damage, nor for direct or indirect damage that the Buyer incurs as a result of the Seller's errors in the fulfilment of contractual obligations, in particular not due to incorrect or inaccurate data, specifications, projects or any other information provided by the Buyer, untimely actions or fulfilments of the Buyer, unless the Seller acted with criminal intent or out of gross negligence.
- 10.3** The Seller shall not be liable for damage that did not appear directly on the goods, meaning that the Seller is not liable for indirect damage, loss of income and/or other pecuniary and non-pecuniary damage incurred by the Buyer. The described limitation of liability shall not apply if the damage was caused deliberately or out of gross negligence. Exclusion of liability also applies to the colleagues, employees, representatives and fulfilment assistants of the Seller.
- 10.4** The value of the Buyer's claim arising from the products subject to the complaint and/or the damage resulting from errors and/or delay in the fulfilment of contractual obligations cannot exceed the value of the supplied products.

11 FORCE MAJEURE

- 11.1** The Seller shall not be liable for a default (non-performance) that is the result of force majeure, and is freed from its liability for damage in that event.
- 11.2** Force majeure shall cover circumstances that arise due to an external cause that is beyond the Seller's control and that could not have been foreseen, prevented, averted or avoided (an unpredictable and uncontrollable external event).
- 11.3** The Seller must inform the Buyer of its inability to fulfil (perform) the legal transaction due to force majeure as soon as possible.
- 11.4** During the duration of force majeure, the contractual obligations of the parties are suspended, save for the obligation to pay for the products that have already been delivered or for services that have already been provided.
- 11.5** If force majeure lasts for more than four (4) months, the parties determine the future fate of their legal transaction. If agreement cannot be reached, each of the parties shall have the right to unilaterally terminate the legal transaction with a written notification sent to the other party.

12 WITHDRAWAL FROM THE LEGAL TRANSACTION

- 12.1** The Seller shall be entitled to withdraw from the legal transaction without notice in the following events:
 - 12.1.1 if the Buyer fails to fulfil or is not fulfilling the obligations accepted under the legal transaction, or breaches them and does not eliminate the breach even within the additional deadline after prior warning by the Seller;
 - 12.1.2 if the Buyer fails to make the payments even after it is warned thereof by the Seller within the deadlines and in the manner prescribed under the legal transaction or accepted offer;
 - 12.1.3 if the Buyer fails to provide the eligible payment security or additional payment security or corrected method of payment at the Seller's request;
 - 12.1.4 if bankruptcy, liquidation proceedings, compulsory composition or fast-track winding-down proceedings are initiated against the Buyer;
 - 12.1.5 if according to the Seller's assessment the Buyer becomes insolvent (despite the insolvency not being determined by a court decision) or if there are any other reasons making it possible for the Seller to conclude that the Buyer will be unable to settle its liabilities;
 - 12.1.6 if the Buyer ceases operations;
 - 12.1.7 if a court enforcement order was issued against the Buyer for the payment of debt and as a result the Buyer's accounts are blocked for more than one (1) month;
 - 12.1.8 if according to the Seller's assessment such negative developments in the economic, legal or HR position of the Buyer occur or other similar circumstances arise that would place the Seller in a significantly inferior position, or that could hinder the Seller's trust in the Buyer and/or its ability to fulfil its liabilities, or that could in any way jeopardise, hinder or prevent the fulfilment of the Buyer's liabilities;
 - 12.1.9 if control changes occur at the Buyer;
 - 12.1.10 if the circumstances of the transaction changed to such an extent that the achievement of the original purpose, due to which the legal transaction was concluded, is no longer possible.
 - 12.1.11 in other cases set out in the General Sales Terms and Conditions or in a mutual agreement or stated in the Seller's offer.
- 12.2** If the Seller withdraws from the legal transaction, the Buyer shall be obliged vis-à-vis the Seller to pay its liabilities that were due and unpaid for the goods supplied and the services

provided to that date, and, in the cases referred to in point 12.1, reimburse the Seller for all the costs and damage that the latter incurred due to the termination.

- 12.3** The Buyer has the right to withdraw from the legal transaction in the following cases:
- 12.3.1 if the Seller becomes incapable of fulfilling its obligations;
 - 12.3.2 if the completion of the subject of the legal transaction is delayed due to force majeure and the contracting parties fail to reach an agreement on the future fate of the legal transaction in accordance with point 11.5;
 - 12.3.3 if the Buyer intends to suspend the sale of the Seller's products that the Seller produces as non-standard products specifically for the Buyer over a protracted period, provided the Buyer repays all the outstanding liabilities and the liabilities to the Seller that are not yet due, and that it purchases all the parts produced in accordance with all the Buyer's order types (including also indicative orders or projections).
- 12.4** The statement of withdrawal or termination must be sent by registered post and takes effect on the date of delivery to the counter-party, and in the event of a delivery default on the day of the initially attempted unsuccessful delivery of registered mail.
- 12.5** Upon the termination of the legal transaction for any reason, all the rights and obligations of the contracting parties acquired or incurred during the period of its validity remain valid, if the legal transaction or general business terms and conditions do not determine otherwise. The provision of this point does not encroach on any other right that a contracting party could hold on the basis of applicable regulations.

13 PROTECTION OF TRADE SECRETS AND PROTECTION OF PERSONAL DATA

- 13.1** The Seller and Buyer shall be obliged to protect trade secrets to which they gain access during the fulfilment of their obligations, which arise from their business relationship in accordance with the General Sales Terms and Conditions, and must not disclose these trade secrets to unauthorised third parties.
- 13.2** Trade secrets include all documents and data associated with the legal transaction and all business relations derived therefrom. The following shall be deemed a trade secret: offers, pricelists, drawings, schemes, product samples, prototypes, calculations, formulas, reports, instructions, records, communication between the parties, agreements and other data defined in the general bylaws of both contracting parties, and all data that bring a competitive advantage to the Seller, and the data, the disclosure of which to unauthorised persons would obviously cause major damage to the Seller.
- 13.3** The Buyer shall make an express commitment to instruct all its employees with access to the content of the legal transaction/business relationship with the Seller and who participate in its implementation within the scope of their position about the confidentiality of all documents and data.
- 13.4** The obligation to protect trade secrets does not cease even after the termination of the business relationship between the Seller and Buyer.
- 13.5** The Seller states that the area of personal data protection is regulated in accordance with the applicable laws. The Seller undertakes to protect all personal data that will be used exclusively for the completion of the order or legal transaction. More information about the Seller's processing of personal data is given in the Privacy Policy published on its website.
- 13.6** The Buyer shall be liable for the regulation of personal data protection in accordance with EU laws.
- 13.7** In the context of breaching the obligation regarding the protection of trade secrets and protection of personal data, the Buyer shall be liable for damage incurred by the Seller and undertakes to reimburse the Seller for all damage incurred by the Seller.

14 PROTECTION OF INTELLECTUAL PROPERTY

- 14.1** The trademarks of the Seller, its patents and models, as well as information, data, *know-how*, drawings, samples, prototypes, signs, concepts, ideas, strategies, etc., which are prepared/produced by the Seller for the Buyer's needs during the offer phase, during the implementation of the legal transaction or in connection therewith, are the property of the Seller and belong to the Seller exclusively. Assignment of intellectual rights from the Seller to the Buyer is only possible if a separate written agreement on the transfer is concluded, which is clear and unambiguous and sets out the assignment against compensation.
- 14.2** The Buyer shall not be entitled to any registrations or other types of protection of the Seller's intellectual property rights. If such registration nevertheless takes place, the Buyer shall be obliged to immediately assign all possession rights to the Seller free-of-charge. If contrary to the provisions of this point the Buyer registers or otherwise protects intellectual property rights and fails to assign the holder's rights to the Seller, it shall be deemed, already on the basis of the General Sales Terms and Conditions, that the Seller in relation to the Buyer and third parties holds the exclusive substantive, unlimited (in terms of time and territory) and free licence to use these rights.
- 14.3** The Buyer alone is exclusively responsible for the verification of the copyrights of used materials, even regarding the duplications of the order, processing, changes or other uses of all print bases. The Buyer shall be obliged to protect the Seller against potential claims from third parties arising from the breaches of copyrights and related rights or protection of personality rights, and must inform the Seller of such claims immediately. Otherwise, the Buyer shall reimburse the Seller for the damage incurred in that regard. The Buyer shall be exclusively liable for the content (images and text) of the ordered printed matter.

15 ASSIGNMENT OF CLAIMS

- 15.1** Without the Seller's written consent, the Buyer cannot assign any claim against the Seller to a third party.

16 VALIDITY OF THE GENERAL SALES TERMS AND CONDITIONS

- 16.1** The General Sales Terms and Conditions apply for an indefinite period of time or until the entry into force of new or amended General Sales Terms and Conditions.
- 16.2** The Seller reserves its right to amend the provisions of the General Sales Terms and Conditions.
- 16.3** If any individual provision of the General Sales Terms and Conditions becomes invalid or unenforceable in part or in full, or proves to be such, that does not impact the validity or enforceability of the other provisions of the General Sales Terms and Conditions.
- 16.4** The Seller shall inform the Buyer of the intended amendment or entry into force of new General Sales Terms and Conditions by publication on its website <http://www.neograf.hr/> at least fourteen (14) days before the envisaged commencement of the entry into force of the amended or new General Sales Terms and Conditions.
- 16.5** In the context of the announced and published entry into force of new or amended General Sales Terms and Conditions, the Buyer may terminate a valid legal transaction such that it submits a written statement of termination before the planned entry into force of new or amended General Sales Terms and Conditions with a 90-day notice period.

17 FINAL PROVISIONS

- 17.1** The Seller and Buyer are only bound by the obligations set out in the General Sales Terms and Conditions or agreed in writing between the two parties, and those provisions of the Civil Obligations Act, other acts and regulation that are cogent (mandatory) by nature.
- 17.2** The Buyer shall be obliged without delay to inform the Seller in writing of changes to data regarding the registered office, business address or other data that are material to the business relationship with the Seller.

- 17.3** The laws of the Republic of Croatia apply for the interpretation and assessment of all provisions of the General Sales Terms and Conditions, as well as for the regulation of relationships from all legal transactions derived thereunder, taking into account that the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 17.4** In the event of a dispute regarding the Seller-Buyer relationship, the court in Rijeka with subject-matter and territorial jurisdiction shall resolve the dispute.
- 17.5** The General Sales Terms and Conditions can be drawn up in multiple languages, taking into account that the only credible version of the General Sales Terms and Conditions is the version written in the Croatian language. The Croatian language is used in disputes, in the event of vagueness, discrepancies or for interpretation purposes. Translations are exclusively informative by nature.
- 17.6** The General Sales Terms and Conditions are published on the Seller's website <http://www.neograf.hr/> and apply 15.07.2021 onward.

Done in Kraljevica, on 29.06.2021

Neograf d.o.o.
Filip Boras, Managing Director

