

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
of the FRAMOS Technologies d.o.o.
As at December, 2024

1 Scope

(1) The following Terms and Conditions of Sale and Delivery (hereinafter also referred to as: "General Terms") shall apply to the entire business relationship between the FRAMOS Technologies d.o.o. ("FRAMOS") and its customers ("Customer"), i.e. to all contracts, deliveries and other services, including advisory services and the supply of services as well as pre-contractual obligations. These General Terms shall not apply as far as they are modified or excluded with the express consent of FRAMOS. They shall apply to the present contract and also to all future business transactions, even if they are not separately agreed upon again.

(2) General terms and conditions of the Customer (e.g. terms of purchase) or other deviating agreements shall only apply, if they are acknowledged by FRAMOS explicitly and in writing. Neither silence nor the delivery without FRAMOS' explicit objection shall be deemed as an acknowledgement.

2 Offer and Conclusion of the Contract

(1) Offers by FRAMOS are always subject to change and non-binding, unless they are explicitly marked as binding or they contain a specific deadline for acceptance.

(2) Information on the object of delivery and on the services shall not constitute a guarantee, but are merely descriptions of the subject matter of the contract. Moreover, guarantees shall only be valid if they have been agreed upon in writing.

(3) Customers' purchase orders or orders shall be considered as binding offers of the Customer and may be accepted by FRAMOS within fourteen days after receipt by means of an order confirmation.

(4) A binding contract with the Customer shall be concluded upon the written confirmation of the order by FRAMOS. Deviating individual agreements shall take precedence.

(5) FRAMOS retains title or copyright to all their submitted offers and cost estimates as well as to drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and resources which were provided to the Customer. The Customer may not make neither these items themselves nor their contents accessible to third parties, disclose them, use or reproduce them himself or through third parties. Upon request by FRAMOS, he shall return all of these items completely and destroy any copies he may have made if he no longer needs them in the proper course of business or if the negotiations do not result in the conclusion of a contract. The storage of data which was provided in electronic form for the purpose of usual data backup shall be excluded thereof.

(6) If and to the extent that FRAMOS issued the order confirmation subject to a reservation, a binding contract shall be concluded. However, FRAMOS shall have a special right of rescission in case FRAMOS cannot obtain the components necessary for the performance of the contract from his upstream supplier. FRAMOS shall not be obliged to obtain these components from suppliers with which FRAMOS does not have any existing business relationship. As soon as FRAMOS realises that the components cannot be obtained, the special right of rescission must immediately be exercised.

3 Contractual Obligations of FRAMOS

(1) FRAMOS shall only be obliged to produce a work if this has been expressly agreed upon (section 590.-619. Croatian Civil Obligation Act), if this has been expressly agreed upon. If FRAMOS supplies

movable things to be produced or manufactured, the sale of goods law shall apply.

(2) FRAMOS shall not provide the Customer with any advisory services, unless this is explicitly agreed upon. To the extent that an agreement on the provision of advisory services was made with the Customer, the following shall apply: The advisory contract is a separate contract which is concluded in addition to the delivery contract. FRAMOS only undertakes to provide an advisory activity, not an advisory success.

(3) As far as FRAMOS provides services for plant and component maintenance, technical support or the like, it shall not owe the success, but merely the performance of a service according to provisions from Croatian Civil Obligation Act.

4 Prices and Payment

(1) Agreed prices shall apply to the contractually agreed scope of supply and services. Additional and special services shall be invoiced separately.

(2) The value added tax (VAT) at the statutory rate shall always be added to the offered and agreed prices, as far as it is imposed.

(3) Insofar as the services offered were based on list prices by FRAMOS and the service is performed more than four months after the conclusion of the contract, the valid list prices at the time of the delivery or the performance of the service shall apply.

(4) Unless otherwise agreed, FRAMOS shall be entitled to insure the delivery item against breakage at the time of shipment on standard market terms for the account of the Customer. The Customer shall be charged 1 % of the net invoice value by FRAMOS, at least EUR 0.50 per shipment.

(5) Unless otherwise agreed, payments shall be due upon receipt of the invoice and shall be transferred to the account of FRAMOS, which is specified in the invoice, in full within 14 days. The date of the cash receipt by FRAMOS shall be relevant.

(6) The Customer may only offset counterclaims against payment entitlements of FRAMOS that are undisputed or have been declared final and absolute.

(7) The Customer shall only have the right to retain payments or other considerations to the extent that the counterclaims are based on the same contractual relationship and those counterclaims are undisputed or have been declared final and absolute. In case the Customer gives notice of defects, he may retain payments only to the extent that is proportionate to the defects that have occurred.

(8) If the Customer is in default of payment, FRAMOS shall charge the interest rate for bank loans of a major European bank applicable to FRAMOS in each case as damages due to late payments, but at least 9 percentage points above the base rate.

(9) FRAMOS shall be entitled to effect outstanding deliveries and services only against advance payment or provision of security insofar as circumstances become known after the conclusion of the contract which are suitable to reduce the creditworthiness of the Customer significantly and put the fulfilment of FRAMOS' open receivables that result from the contractual relationship at risk.

5 Customer's Cooperation Obligations

(1) The Customer shall participate as required in order to enable FRAMOS to perform their services. In particular, the Customer is responsible for the approval of sample and construction models, their modification, the procurement of required regulatory certificates or permits as well as the approval of installation drawings.

(2) In case the Customer fails to participate or fails to participate properly, the obligation of FRAMOS to provide their services shall not apply to the extent and for the period in which these depend on the previous participation of the Customer.

(3) Disadvantages and additional costs caused by the fact that the Customer fails to participate shall be borne by the Customer. Other statutory rights and claims of FRAMOS remain unaffected.

6 Time of Delivery / Performance; Delay in Delivery and Impossibility

(1) The delivery/performance times proposed by FRAMOS are not binding. This shall not apply if a fixed deadline or date has been explicitly confirmed by FRAMOS or agreed upon with FRAMOS. In case shipment was agreed upon, the delivery/performance times shall refer to the time of the transfer to the forwarder, the carrier or other third parties specified to carry out the shipment.

(2) FRAMOS may extend the delivery/performance times by the period during which the Customer failed to meet his contractual obligations, particularly the participation agreed upon. The defence of unperformed contract and further claims or rights remain reserved to FRAMOS. If the Customer requests a postponement of the delivery/performance time, the due date of the payment and other contractual obligations of the Customer shall not change. In this case the Customer shall become obliged to perform in advance.

(3) As far as FRAMOS cannot meet the delivery/performance times due to reasons FRAMOS is not responsible for ("unavailability of performance"), FRAMOS shall immediately inform the Customers and, if possible, at the same time provide the expected new delivery/performance time. In particular, a case of unavailability of performance may occur if a supplier fails to deliver at all, fails to deliver according to the contract or fails to deliver to FRAMOS on time. FRAMOS shall be entitled to rescind the contract in whole or in part if the good or service is also not available within the new delivery/performance time; FRAMOS shall immediately inform the Customer on the unavailability; a consideration that was already paid by the Customer will be refunded immediately.

(4) Unless otherwise agreed, FRAMOS shall be entitled to make partial deliveries if the partial delivery can be used by the Customer within the scope of the contractually intended purpose, the delivery of the remaining goods ordered is ensured, there are no significant additional expenses or additional costs for the Customer (unless FRAMOS agrees to cover these costs) and the partial delivery is not otherwise unreasonable for the Customer.

(5) The occurrence of default of delivery shall be determined in accordance with the statutory provisions. In each case, however, a reminder by the Customer is required.

(6) In the event that FRAMOS is in default with a delivery or the performance of a service or if a delivery or service becomes impossible for FRAMOS for whatever reason, the liability of FRAMOS shall be limited to damages and reimbursement of expenses in accordance with the provisions of paragraph 11 of these General Terms.

7 Shipping, Passage of Risks, Acceptance

(1) As far as FRAMOS uses delivery clauses in accordance with INCOTERMS (e.g. EXW), this relates to the INCOTERMS 2020.

(2) The type of shipping and packaging shall be in the dutiful discretion of FRAMOS. The Customer shall bear the costs of packaging and recycling.

(3) The risk of accidental destruction or accidental deterioration shall pass no later than with the transfer of the delivery item to the forwarder, the carrier or other third parties specified to carry out the shipment (whereby the beginning of the loading process is relevant), even in the case that partial deliveries are made or FRAMOS still owes other performances, such as shipping costs or delivery and installation. Insofar as an acceptance has to be carried out, this shall be decisive for the passage of risks. The Customer shall carry out the acceptance immediately after notification of readiness for acceptance has been

given by FRAMOS. If the shipment is delayed or does not take place due to circumstances not attributable to FRAMOS, the risk shall be passed to the Customer on the day the delivery item is ready for shipment or, respectively, for acceptance and FRAMOS has notified the Customer on this.

8 Extended Retention of Title

(1) The following agreed upon retention of title serves to secure all existing claims of FRAMOS against the Customer resulting from the existing business relationship between FRAMOS and the Customer, including balance claims from a current accounts relationship that is limited to the business relationship.

(2) The delivery item delivered to the Customer shall remain in the property of FRAMOS until complete payment of all secured receivables. The retention of title shall include the delivery item as well as the good replacing the delivery item ("goods subject to retention of title"). On behalf of FRAMOS, the Customer shall hold goods subject to retention of title in safe custody free of charge.

(3) As long as FRAMOS has not rescinded the contract due to conduct in breach of the contract by the Customer ("enforcement event"), the Customer shall be entitled to process and to sell goods subject to retention of title in the proper course of business. The Customer is, however, not entitled to pledges or transfers of ownership by way of security. The right to rescind the contract shall only be exercised, if this is explicitly declared in writing by FRAMOS. The assertion of the retention of title and the seizure of the delivery item by FRAMOS shall not constitute the rescission of the contract.

(4) To the extent the Customer processes the goods subject to retention of title, it is agreed that the processing shall occur in the name and on the account of FRAMOS as manufacturer and that FRAMOS shall directly obtain ownership of the property or - if several substances of several owners are processed together or the value of the processed good is higher than the value of the goods subject to retention of title - co-ownership (fractional ownership) of the newly created good in the proportion of the value of the goods subject to retention of title to the value of the newly created good at the time of processing. In case no such acquisition of ownership should occur, the Customer shall transfer his future ownership or co-ownership of the newly created good in the proportion mentioned above to FRAMOS by way of security. If the goods subject to retention of title are combined or inseparably intermixed with other goods to one uniform good and one of these goods is to be considered the main good, FRAMOS shall transfer co-ownership of the main good in the proportion mentioned in sentence 1 to the Customer as far as FRAMOS owns the main good.

(5) In the event of resale of the goods subject to retention of title the Customer already assigns the resulting claim against the purchaser to FRAMOS here and now, in the case of FRAMOS' co-ownership of the goods subject to retention of title in the proportion of the co-ownership share. FRAMOS accepts this assignment. The same shall apply for other claims that take the place of or arise with regard to the good subject to retention of title, such as insurance claims or claims arising from unlawful act in case of loss or destruction. FRAMOS grants the Customer the revocable right to collect the receivables assigned to FRAMOS in its own name. FRAMOS may revoke this authorization, provided that an enforcement event occurs, an insolvency of the Customer occurs or a request for the opening of insolvency proceeding has been filed or the insolvency proceedings have been opened or the opening has been refused for insufficiency of assets. The authorisation of FRAMOS to collect the receivables itself remains unaffected by this; however, FRAMOS undertakes not to collect the receivables as long as the Customer complies with his payment obligations and the Customer is not insolvent or the request for the opening of insolvency proceedings has been filed or the insolvency proceeding has been opened for the assets of the Customer or the opening has been refused due to insufficiency of assets. After setting a reasonable deadline, FRAMOS may demand that the Customer discloses assigned receivables and their debtor, provides all

information necessary for the collection, hands over the relevant documents and informs the debtors of the assignment. The Customer shall bear all costs incurred by this. If the assigned receivable against a third party debtor was added to a current invoice, the respective balance claim - including the final balance - shall be deemed as assigned to the amount of the value relevant to the individual assignment.

(6) In cases of seizures, applications to initiate an insolvency or requests for the opening of insolvency proceedings for the assets of the Customer, refusal of the opening of insolvency proceedings due to insufficiency of assets or other interventions of third parties or legal accesses of third parties on goods subject to retention of title the Customer shall immediately notify FRAMOS in writing to enable FRAMOS to assert its property rights. The Customer shall immediately inform the accessing third parties of FRAMOS' property rights, in particular in the event of seizure. The Customer shall be liable to FRAMOS as far as the third party is not able to reimburse the related judicial and extra-judicial expenses incurred.

(7) FRAMOS shall release the goods subject to retention of title as well as goods replacing these or receivables at its own choice upon written request, as far as their realizable value exceeds the value of FRAMOS' unsettled and secured claims against the Customer by more than 20 %.

(8) After an effective rescission due to conduct in breach of the contract (enforcement event), FRAMOS shall be entitled to require the surrender of the goods subject to retention of title.

9 Defects and Supplementary Performance

(1) The warranty period shall be one year from delivery or, if acceptance is required, from the acceptance. This period shall not apply to claims for damages of the Customer arising from the injury of life, body or health or due to intentional or grossly negligent breaches of obligation of the seller or his vicarious agents, each of which shall lapse in accordance with the statutory provisions.

(2) The delivered goods shall be carefully examined immediately after the delivery to the Customer or to a third party determined by him. They shall be deemed accepted by the Customer with regard to obvious defects or other defects, which would have been discernible by an immediate, careful examination, if FRAMOS does not receive a written notice of defects within seven working days after the delivery. Regarding other defects the delivery items shall be deemed as accepted by the Customer, if FRAMOS does not receive a notice of defects within seven working days of the date the defect became apparent; if in normal use the defect was discernible for the Customer already at an earlier time, this earlier time shall be relevant for the beginning of the notice period. Upon request of FRAMOS a rejected delivery item shall be returned to FRAMOS carriage paid. In case of a justified notice of defects FRAMOS shall compensate the costs of the cheapest dispatch route; this shall not apply as far as the costs increase because the delivery item is located at a different place than the place of intended use.

(3) In case of material defects of the delivered items, FRAMOS shall be obliged and entitled to initially repair or replace at its own choice, whereby this choice shall be made within reasonable time. In the event of failure, i.e. the impossibility, unreasonableness, refusal or undue delay of the repair or replacement, the Customer may rescind the contract or reduce the purchase price appropriately.

(4) In the context of the replacement, the Customer is obliged to accept a new equivalent delivery item, which does not have the defect, provided this is reasonable for him. The replacement shall be deemed as reasonable if the delivery item is of the agreed quality and is suitable to fulfil the contractual obligations in an equivalent manner. In the case of replacement, the Customer shall return the defective item to FRAMOS in accordance with the statutory provisions.

(5) In context with the repair, FRAMOS shall be entitled to make at least two attempts to repair on account of the defect. The Customer shall support FRAMOS in analysing and repairing the defects, in particular by specifically describing problems encountered, by fully informing FRAMOS and by granting

FRAMOS the time and opportunity required for the repair. FRAMOS shall be entitled to make the repair at a location of their choice.

(6) FRAMOS shall be entitled to claim compensation for its expenses, in particular of travel expenses and staff costs, if it turns out in the course of repair work that the reported defect cannot be attributed to FRAMOS.

(7) In the case of defects of components from other manufacturers which FRAMOS cannot repair due to licensing or factual reasons, FRAMOS shall assert warranty claims against the manufacturers and suppliers or assign them to the Customer. Warranty claims against FRAMOS for such defects shall only exist in accordance with the other requirements and these General Terms if the judicial enforcement of the aforementioned claims against the manufacturer and suppliers were not successful or, for example due to an insolvency, lack a prospect of success. The limitation of the Customers' respective warranty claim against FRAMOS shall be suspended for the duration of the legal dispute.

(8) The warranty rights shall be inapplicable, as far as the Customer modifies the delivery item or has it modified by a third party without the explicit written consent of FRAMOS and the repair becomes impossible or unreasonably difficult because of this. This shall not apply to modifications made in the context of the intended use. The Customer shall be entitled to explain and to prove that the modifications are in no way related to the alleged defect and the repair did not become impossible or unreasonably difficult due to the modification. In any case the Customer shall bear the additional costs of the repair caused by the modification.

(9) The provisions of paragraph 11 of these General Terms shall apply to the Customers' claims for damages and the reimbursement of expenses.

(10) If the Customer eliminates the defect himself, he shall only be entitled to demand the reimbursement of the necessary expenses from FRAMOS after a previous written agreement with FRAMOS.

10 Intellectual Property Rights of Third Parties

(1) The Customer shall immediately notify FRAMOS in writing if claims based on the infringement of industrial property rights or of copyrights of third parties (intellectual property rights of third parties) are asserted against him.

(2) In case the delivery item violates intellectual property rights of third parties, FRAMOS shall, at its own choice and expense, modify or replace the delivery item to such an extent that intellectual property rights of third parties are not violated any more but the delivery item still fulfils its contractually agreed functions or it shall procure the right of use to the Customer by concluding a license agreement. If FRAMOS does not succeed in doing so within a reasonable period of time, the Customer is entitled to rescind from the contract or to reduce the remuneration appropriately in accordance with the statutory provisions. Any possible claims for damages of the Customer are subject to the restrictions of paragraph 11 of these General Terms.

(3) As far as the Customer grants FRAMOS a right to indemnity, such entitlement presupposes in particular (i) that the Customer informs FRAMOS of asserted violations of intellectual property rights or copyrights immediately, (ii) that the Customer supports FRAMOS to a reasonable extent in the defence against the asserted claims or, respectively, allows FRAMOS to perform the modification measure (iii) that all defence measures, including extra-judicial settlement are reserved for FRAMOS, (iv) that the delivery item was not manufactured or modified on instruction of the Customer and (v) that the infringement was not incorrectly caused by the fact that the Customer modified without authorisation.

11 Liability of FRAMOS

- (1) FRAMOS shall bear liability in accordance with the following provisions. They shall apply to all contractual and non-contractual claims for damages, irrespective of their legal basis as well as mutatis mutandis for the liability for futile expenses.
- (2) FRAMOS shall bear liability without contractual limitations in accordance with the statutory provisions
 - a. for damages based on a breach of guarantee granted by FRAMOS;
 - a. for damages based on the fact that FRAMOS fraudulently concealed a defect;
 - b. for damages based on the injury of life, body or health or on an intentional or negligent breach of obligation by FRAMOS or on other intentional or negligent conduct of a legal representative or a vicarious agent of FRAMOS;
 - d. for other damages based on an intentional or grossly negligent breach of obligation by FRAMOS or on other intentional or grossly negligent conduct by a legal representative or a vicarious agent of FRAMOS;
- b. according to the provisions of Croatian Civil Obligation Act.
- (3) In other cases than those listed in paragraph 11 (2) the liability of FRAMOS shall be limited to the compensation of the typical and foreseeable damage, insofar as the damage is based on a negligent breach of material obligations by FRAMOS or by a legal representative or by a vicarious agents of FRAMOS. Such obligations shall be material that mainly facilitate the proper performance of the contract in the first place and on the compliance with which the Customer regularly relies on and may rely on ("cardinal obligations").
- (4) The liability for negligence shall be excluded in other cases than those listed in paragraph 11 (1) and (2).
- (5) The objection of contributory negligence remains unaffected.

12 Special Provisions on Cross-Border Transactions

- (1) If a Customer or his representative located outside of the Republic of Croatia collects goods or transports or ships these abroad, the Customer shall provide the proof of export required for tax purposes to FRAMOS. If such proof is not provided, the Customer shall pay the applicable VAT rate on the invoiced amount for the delivery within the Republic of Croatia.
- (2) In cases of deliveries from the Republic of Croatia to other Member States of the EU the Customer shall notify FRAMOS on the VAT identification number under which his purchase is taxed within the EU. Failing that, he shall have to pay the VAT amount legally owed by FRAMOS in addition to the agreed purchase price.
- (3) If either the Customer is registered for VAT purposes in another Member State of the EU or FRAMOS is registered for VAT purposes in the receiving Member State of the EU, the VAT regulations of the respective Member State of the EU shall be applicable for the invoicing of deliveries from the Republic of Croatia to other Member States of the EU.

13 Special Provisions for Seminars and Trainings

- (1) Representation: The customer may appoint a representative in place of the registered participant at any time. The customer does not incur any additional costs.
- (2) Cancellation: The customer can withdraw from the contract at any time. However, this is only possible in writing, text form is sufficient. FRAMOS charges the following processing fees:

ONLINE trainings:

- Cancellation up to 14 days before the event FRAMOS will refund 100% of the participation fee
- Cancellation up to 7 days before the start of the event will be refunded 50% of the participation fee
- No refunds will be made for later cancellations. This also applies if the registered participant does not appear.

OFFLINE trainings:

- Cancellation up to 6 weeks before the event FRAMOS refunds 100% of the participation fee
- Cancellation up to 4 weeks before the event FRAMOS will refund 50% of the participation fee
- No refunds will be made for later cancellations. This also applies if the registered participant does not appear.

(3) Cancellation of events: FRAMOS reserves the right to cancel the event due to insufficient demand or number of participants (at the latest 10 days before the planned event date) or for other important reasons for which FRAMOS is not responsible (e.g. sudden illness of the speaker, force majeure). Participation fees already paid by the customer will be refunded. Further liability and damage claims, which do not concern injury to life, body or health, are excluded, unless FRAMOS is guilty of intent or gross negligence.

(4) Reservations of change: FRAMOS is entitled to make necessary changes or deviations (e.g. due to legal changes) in terms of content, methods and organisation before or during the event, as long as these do not substantially change the benefit of the announced event for the participant. FRAMOS is entitled to replace the intended speakers, if necessary (e.g. illness, accident), by other equally qualified persons with regard to the announced topic.

The documents made available in the context of the further training are prepared to the best of our knowledge and belief. Liability and guarantee for the correctness, topicality, completeness and quality of the contents are excluded.

(5) Reservation of ownership and use of teaching material: FRAMOS reserves the unrestricted ownership of all deliveries of teaching material until the customer has fulfilled all payment obligations in full. The passing on to third parties, i.e. to persons who are neither colleagues nor employees of the customer, or public distribution or making available of course documents or teaching materials is not permitted. In particular, the publication of audio or video data, digital presentations or scripts in publicly accessible Internet portals (sharing) is prohibited.

(6) Photo and video recordings: Photographs may be taken by the participants in the events as part of a photographic protocol. These photo protocols are only made available to the participants of the event in the learning environment. If the participant does not agree to have his/her person photographed or to upload the photo protocol into the learning environment, the participant will contact the trainer.

Some events may also require participants to be recorded in photos or videos. Please note that these recordings and not the photo protocols can be used for advertising purposes of FRAMOS GmbH.

Should the recordings be used for advertising purposes, FRAMOS will ask for permission separately in advance of the event.

14 Final Provisions

(1) Contract language shall be English.

(2) Contracts between FRAMOS and the Customer shall be governed by the law of the Republic of Croatia under exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and under exclusion of the rules of private international law.

(3) Unless otherwise agreed, the place of service provision and payment shall be the registered office

of FRAMOS. The place of jurisdiction for any and all disputes with merchants, legal persons under public law or special assets under public law arising directly or indirectly out of the contractual relationship shall be the registered office of FRAMOS; FRAMOS shall, at its choice, also be entitled to bring an action at the registered office of the Customer.

(4) Amendments and addenda of agreements may only be concluded in writing. This shall also apply to any waiver of this clause. Guarantees and warranted qualities granted by FRAMOS, notifications of defects, reminders and deadlines set by the Customer, as well as declarations on the reduction, the rescission or the termination by the Customer need to be given in writing in order to become effective.

(5) Should individual provisions of the contract including these terms and conditions be or become entirely or partially invalid or unenforceable, the validity of the remaining provisions of the contract including these General Terms shall not be affected by this. If the contract or these General Terms contain any gaps, such legally effective provisions shall be deemed as agreed, that would have been agreed on by the parties with regard to the commercial objectives of the contract and the purpose of these General Terms, had they been aware of the gap.

(6) Re-export of goods to Russia and re-export for use in Russia is prohibited. Appropriate legal measures will be taken in case of breach of contractual obligations undertaken in accordance with Article 12.g of Council Regulation (EU), No. 833/2014.