

# General Terms & Conditions for Goods & Services

**Payment Terms:** Payment is due upon receipt of invoice. Any overdue amounts will accrue interest at a rate of 1% per month or the maximum legal interest rate allowed by law, whichever is lower.

**Service Delivery:** Services will be delivered within the timeframe agreed upon in the service agreement. If for any reason we are unable to deliver the services on time, we will notify you as soon as possible and work with you to find a solution. If the delay is not caused by us, any cost associated with the delay of providing our services will be invoiced additionally.

**Confidentiality:** Both parties shall keep all confidential information, including but not limited to business and technical information, confidential and shall not disclose such information to any third party without the other party's prior written consent.

**Warranty:** Our daily rate services are performed with care and to our best knowledge. If you find any errors or defects in our work, they must be communicated in written form immediately to both the person performing the work and the project manager. We will do our best to perform corrective actions as soon as possible.

**Performance:** In case you are not satisfied with the level of performance of our staff, this should be communicated to our project manager via e-mail within 48 hours and the person not performing should stop performing the work. In case the person is allowed to continue working, the time worked will be invoiced without discount, unless agreed differently in written by both parties.

**Limitation of Liability:** Our liability to you in connection with any product or service purchased is limited to the purchase price of that product or service. We shall only be liable for possible ordinary (direct) damage, excluding the loss of profit, loss of estimated savings, any particular, consequential or indirect damage or costs or other claims for compensation, as well as the violation of personality rights.

**Non-Solicitation:** During the term of this agreement and for a period of three years thereafter, you shall not solicit or attempt to solicit any of our employees, agents or contractors. In case of breach of this clause, you agree to pay a one-time compensation fee per solicited person in the amount of 100.000€.

**Force Majeure:** Neither party shall be liable for any failure or delay in performance under this agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

**Indemnification:** You shall indemnify, defend and hold us harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with any claim, suit, action or proceeding brought against us that relates to your use of our services or products that exceeds the amount of purchase price of the related goods or services.

**Independent Contractor:** The parties understand and agree that the relationship between the parties is that of independent contractors, and nothing contained in this agreement shall be deemed or construed in any way to create a partnership, joint venture, agency or employer-employee relationship between the parties.

**Binding Effect:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Notices:** Any notice required or permitted to be given under this agreement shall be in writing and shall be delivered personally, sent by registered or certified mail, or sent by overnight courier, to the other party at the address set forth in this agreement or at such other address as the party shall have furnished to the other in writing.

**Subcontracting:** We may subcontract any of our obligations under this agreement, provided that we remain responsible for the performance of such subcontractors.

**Dispute Resolution:** Any disputes arising out of or related to these terms or the services we provide shall be resolved through Commercial court in Zagreb, Croatia.

**Termination:** We are entitled to terminate any agreement upon a written notice to you if you are in breach of any material term or condition of this agreement and fails to cure such breach within 30 days of receipt of written notice.

**Severability:** If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

**Waiver:** The failure of either party to enforce any provision of this agreement shall not be deemed a waiver of future enforcement of that or any other provision.

**Compliance with Laws:** Both parties shall comply with all applicable laws, regulations, and ordinances.

**Governing Law:** These terms and the relationship between you and us shall be governed by the Croatian law.

**Communication:**

Invoices: [e-racun@intis-engineering.com](mailto:e-racun@intis-engineering.com)

Other: [info@intis-engineering.com](mailto:info@intis-engineering.com)

The present General Terms & Conditions for Goods and Services shall apply from 1.1.2019. until their recall.

On behalf of Intis Engineering Ltd.

  
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Frane Zdunić, CEO