

# General Terms and Conditions of Sale

## 1 General provisions

CHIRON Croatia d.o.o., with its registered office in Zadar, Zagrebačka 100, entered in the Company Register of the Commercial Court in Zadar under company registration No (MBS) 060033740 and entity ID No (OIB) 84339137481 (hereinafter referred to as CHIRON Croatia) is involved in development, design, and manufacturing of precise high-speed electric spindles, direct drives, and other high-speed technology, as well as engineering, design, and automation of special processing machines and systems.

CHIRON Croatia delivers goods and services exclusively in compliance with these General Terms and Conditions of Sale (hereinafter referred to as GTC). These GTC shall be applicable even in cases when CHIRON Croatia makes a delivery to the customer while being aware of the customer's conditions (hereinafter: Buyer's conditions) that may be contrary to or may differ from the provisions of these GTC. These GTC shall prevail over the General Terms and Conditions of the Buyer.

General terms and conditions of sale are a list of contractual provisions the parties shall refer to in an offer or a contract. They shall apply to every delivery of goods and services provided by CHIRON Croatia. By accepting products or services, the Buyer accepts and agrees that these GTC shall be applicable to all future product or service deliveries, even if they are not explicitly agreed upon.

These GTC shall be considered accepted at the moment of issuance and delivery of the purchase order by the Buyer, based on the offer delivered or the contract signed. The purchase order shall be placed by electronic mail, fax, or postal mail.

Each and every additional agreement reached between CHIRON Croatia and the Buyer shall be made in writing. The contracting parties are not required to abide by oral agreements.

## 2 Offer and its validity

CHIRON Croatia is obligated by the offer for 30 days after the offer is placed unless CHIRON Croatia excludes its commitment to maintaining the offer or such exclusion results from the circumstances of the business matters. The offer contains the name of the product, quantities, prices, terms of payment, and other conditions. The offer shall be deemed accepted when CHIRON Croatia receives the Buyer's notification stating that he accepts the offer or when the Buyer issues a purchase order based on the offer made.

Late acceptance by the Buyer is regarded as a new offer.

CHIRON Croatia is entitled to a reasonable price increase after the contract has been entered into, if materials costs or market prices rise.

If CHIRON Croatia and the Buyer agree to some special conditions for specific deliveries that are different from the provisions of the GTC, then those special conditions in accordance with that specific offer shall apply, provided that they are defined in writing or those special conditions are indicated in the text of the purchase order, or adequately documented in another way.

### 3 Prices, terms of payment, delayed payments

Prices quoted by CHIRON Croatia are ex-works (EXW, Incoterms 2010).

The invoices become due for payment without any deductions 30 days following the date of invoice issuance, if not otherwise agreed on in the offer or contract. The payment shall be made to the bank accounts indicated in the invoices.

The payment and terms of payment may vary depending on the conditions of the agreement between the ordering party-Buyer and the seller-CHIRON Croatia.

A delayed payment shall be deemed to have occurred immediately upon exceeding the payment deadline without prior notice. Should that be the case, CHIRON Croatia shall be entitled to claim the legally determined default interest, regardless of any other legal rights.

If the Buyer fails to meet its payment obligations by the due date, CHIRON Croatia is entitled either to demand the obligation to be fulfilled or to terminate the contract by giving a brief notice; in either case, it is also entitled to damages compensation.

The Buyer has the right to meet the payment obligation even after the deadline has passed if meeting the payment obligation within the specified time frame is not an essential element of the contract. CHIRON Croatia will set an appropriate subsequent deadline for the Buyer to meet the obligation. If the Buyer fails to satisfy the obligation by the subsequent deadline, the contract will be terminated in accordance with the law.

In the case described in the preceding paragraph, CHIRON Croatia may keep the contract in force if, after the expiry of the subsequent period, it notifies the Buyer that it demands the contract fulfillment.

If the Buyer fails to meet the payment obligation within the agreed period, in addition to refusing any further fulfillment of obligations based on that, as well as on all other contractual relationships with the same Buyer, CHIRON Croatia has the right to refuse any subsequent orders from the Buyer, until the Buyer fully settles the due claim.

In the case referred to in the preceding paragraph, CHIRON Croatia may continue to fulfill its contractual obligations if the Buyer provides sufficient security.

The Buyer's obligation to pay within the agreed period shall not be waived by a potential issue with the supplied product.

If the Buyer, for any reason whatsoever, cancels an order that has already been submitted, CHIRON Croatia is entitled to claim damages. The burden of proof for minor damage lies with the Buyer.

### 4 Term of delivery, delay, inability to deliver

The terms of delivery that may be agreed upon as either binding or non-binding shall be set down in writing. The term of delivery commences as of the date CHIRON Croatia has submitted an offer confirmation and if the following prerequisites have been met:

- the Buyer has previously fulfilled all of its contractual obligations,
- all the technical details regarding the offer have been clarified and agreed upon,
- the down payment has been effected in full if so agreed.

Adherence to the agreed terms of delivery is subject to an agreement regarding all commercial and technical issues and the fulfillment of all obligations by the Buyer, including timely receipt of all documents to be provided by the Buyer, obtaining all necessary permits and approvals, particularly drawings, as well as the payment of the agreed down-payment.

The term of delivery shall be considered as adhered to if the subject delivery has left the CHIRON Croatia plant before its expiry or if the notification of delivery readiness has been sent. If the goods have to be taken over, then the deadline for such takeover shall be taken into account or, alternatively, the notification of readiness of the subject delivery for the takeover.

Partial deliveries are permitted if they are acceptable to the Buyer. They shall be regarded as independent transactions and can be invoiced separately.

Adherence to the terms of delivery depends on accurate and timely deliveries of the suppliers to CHIRON Croatia. CHIRON Croatia shall immediately inform the Buyer of any delays.

Force majeure, strike, unfavourable weather conditions, inaccurate or delayed deliveries by suppliers to CHIRON Croatia, as well as any other event that may cause a delay in delivery, that CHIRON Croatia cannot be held responsible for, shall extend the delivery term by the period corresponding to such obstacles. If the above-mentioned circumstances make delivery impossible or only partly possible, CHIRON Croatia shall be entitled to fully or partially withdraw from the contract.

The Buyer shall immediately be informed of any such circumstances, the estimated duration of the delivery delay, and/or the respective contract termination. Should the contract be terminated, the payments effected by the Buyer shall be reimbursed without any delay. The Buyer shall not be entitled to claim any damages. The Buyer shall respond to CHIRON Croatia's request within a reasonable time, stating whether the Buyer intends to terminate the contract due to a delay in delivery or wants the contract to be carried out.

## 5 Shipment and transport, transfer of risk

Shipment and transport terms and conditions are agreed on with EXW Zadar parity (CHIRON Croatia). The Buyer shall organise and provide for the transport on its own and bear the costs and risk of the transport of goods upon takeover of the goods at CHIRON Croatia. Terms and conditions of shipment and transportation may differ from those stated above, depending on the terms of the agreement between the ordering party-Buyer and the seller-CHIRON Croatia.

## 6 Retention of title

The goods delivered shall remain the property of Chiron Croatia until full payment has been made by the Buyer.

As soon as the goods are delivered to the Buyer, the Buyer assumes the risk of unintentional loss or damage to the goods. The Buyer is not permitted to dispose of the goods in any way through the period of the right of ownership, in particular to resale, process, lease goods, etc, without prior written approval of CHIRON Croatia.

As long as the limited right of ownership is in effect, the Buyer shall be obliged to:

- notify CHIRON Croatia of the seizure or confiscation of the goods by third parties;
- adequately insure the goods against physical damage, devastation, or theft.

CHIRON Croatia reserves proprietary rights and copyrights on drawings, calculations, and other documents. This applies also to written documents labelled as "Confidential".

## 7 Return of goods and related costs

Should different goods than those ordered by the Buyer be delivered, the goods may only be returned when CHIRON Croatia has been notified thereof in writing and if the goods are undamaged. In any case, when returning the goods, the Buyer has to provide the document confirming its receipt (delivery note), in which products and quantities are listed.

## 8 Deficiencies of goods

The buyer is obliged to inspect the received goods in the usual way or to have them inspected upon collection and to notify CHIRON Croatia of any visible defects without any delay. Failing to do so will result in Buyer's right appertaining to him on that basis being lost. For shipments for which the cause of the complaint developed during transport, the complaint reporting form must be co-signed by a carrier.

Should after receiving the goods by the Buyer flaws in the goods be discovered that could not have been detected by a routine examination upon taking possession of the goods, the Buyer is required, at the threat of losing rights, to notify CHIRON Croatia thereof without any delay. CHIRON Croatia shall not be liable for defects discovered more than six months after the product was delivered.

In the defect notification, the Buyer shall specify the defect and request CHIRON Croatia's inspection of the goods. When it is difficult for the Buyer to return the goods or return the goods in the same state in which they were delivered, the Buyer loses the right to terminate the contract due to a defect in the goods.

## 9 Warranty

CHIRON Croatia guarantees that the goods delivered to the Buyer are free of any defects. Our general terms and conditions of delivery and guarantee are applicable for 12 months

beginning with the day the goods are delivered. If a flaw develops on the equipment during that period, provided that the equipment was handled adequately, it shall be either replaced or repaired, as the manufacturer may decide, free of charge. The warranty period does not cover the damage incurred by negligence, improper handling, or incorrect application.

CHIRON Croatia shall not be liable for the defects caused by components supplied by the Buyer and embedded in the product. The Buyer is not permitted to postpone payment for the portion of the products for which no complaint has been lodged just because a complaint has been filed for a portion of the goods.

Spare and wear parts have to be replaced on a regular basis, in compliance with the maintenance plan outlined in the user's manual. The Buyer-user is responsible for adhering to the usage, handling, and maintenance guidelines. Only the services of repair at CHIRON Croatia are covered by the guarantee. The Buyer must send the damaged component to CHIRON Croatia and provide CHIRON Croatia with the appropriate time and space to make the repairs. The replacement of destroyed goods, lost profits, and other forms of financial loss are all exempt from claims for compensation of the damages.

The general conditions of warranties and complaints may vary, depending on the contract entered into by and between the ordering party—the Buyer and the seller— CHIRON Croatia d.d.

#### 10 Right of withdrawal from the contract or order

The contracting parties shall try to adapt to the new situation:

- if unexpected occurrences disrupt business operations, such as events that are beyond the control of CHIRON Croatia or resulting from changed circumstances,
- if after the deal has been made it becomes clear that the contract or the order cannot be carried out to its full extent, or in its essential elements, or if such circumstances would incur excessive losses.

If adapting to the new situation is not possible, CHIRON Croatia is entitled to withdraw from the contract or order either in full or in part by a unilateral written notification. CHIRON Croatia must give the Buyer written notice of its withdrawal grounds. The Buyer shall not be entitled to damages in the event that CHIRON Croatia withdraws from the contract or order in accordance with the provisions of this paragraph.

#### 11 Data protection

CHIRON Croatia and the Buyer agree not to disclose to any third parties, during the term of this agreement or after the expiry of its validity, the information pertaining to their mutual agreements as part of their business relationship or any internal information or data about the other contracting party that they may have learned during their cooperation. If either of the contracting parties wishes to publish the results of their work, then for any announcement that includes facts other than the basic contract parameters and information about ordering (company name and address, the field of application, etc.), it shall first obtain the written approval of the other contracting party.

Regardless of whether the offer was accepted or not, all information contained in CHIRON Croatia formal offers should be regarded as a business secret both at the time of their entry into effect and after they expire. The party receiving the offer shall regard such information as confidential and protect them from being disclosed to third parties. This does not apply to the data that are deemed public by the law. All of the information in CHIRON Croatia's official offers may only be used for the purpose of procurement of the items the offer was made for.

## 12 Intellectual property

CHIRON Croatia retains any right, title, or interest in cost estimates, drawings, and other documents without any limitation. Only with CHIRON Croatia's prior written approval may third parties be given access to these documents. They can only be used or copied by the Buyer or third parties upon CHIRON Croatia's prior written approval and shall be returned to CHIRON Croatia without any delay in their full scope, including any possibly existing copies, if the order has not been submitted or if it has been concluded.

## 13 Final provisions

Contracts between CHIRON Croatia and the Buyer are concluded and interpreted in accordance with the regulations of the Republic of Croatia, excluding the application of the rules on determining the applicable law.

The parties agree to make good faith efforts to resolve any disagreements that may result from or be related to the contract or other business deal between CHIRON Croatia and the Buyer. This not being the case, the court in Zadar shall have jurisdiction over the dispute.

## 14 Legal validity

These General Terms and Conditions are valid as of 13th day of September 2022.