

## **Article 1.**

These General Terms and Conditions (hereinafter referred to as "General Terms") apply to all contracts concluded by the company SCREENZ d.o.o. za proizvodnju i trgovinu d.o.o. Sveta Nedjelja, Obrtnička 14, OIB 08555857094 (hereinafter referred to as "SCREENZ") with its customers (hereinafter referred to as "Customer"), and to all offers made by SCREENZ (hereinafter referred to as "Offer"), and constitute an integral part thereof.

## **Article 2. Definitions**

Terms capitalized in the General Terms have the following meanings:

### **2.1. Contract**

The contract concluded between SCREENZ and the Customer, the subject matter of which is the sale of the Sale Item, the provision of services by SCREENZ to the Customer, or the lease of the Leased Item, which consists of these General Terms, Offer, and Purchase Order.

### **2.2. Sale Item**

The Sale Item is the LED SCREEN or any other sales item listed in SCREENZ's Offer or the Customer's Purchase Order.

### **2.3. Service**

The Service is the production of an iron structure for the reception of an LED screen and accompanying construction work, or any other service listed in SCREENZ's Offer or the Customer's Purchase Order.

### **2.4. Leased Item**

The Leased Item is the LED screen or any other item or device listed in SCREENZ's Offer or the Customer's Purchase Order, which SCREENZ leases to the Customer.

### **2.5. Customer**

The Customer is the contracting party who purchases the Sale Item, to whom SCREENZ provides a service, or to whom it leases the Leased Item.

### **2.6. Offer**

The Offer is a written proposal by SCREENZ to the Customer for the conclusion of a contract that contains all the essential elements of the Contract.

### **2.7. Purchase Order**

The Purchase Order is a written statement by the Customer accepting the Offer.

## **Article 3.**

### **3.1.**

The Contract is concluded by the Customer's delivery of the Purchase Order issued to SCREENZ, which Purchase Order represents the acceptance of the Offer and the acceptance of these General Terms by the Customer.

### **3.2.**

SCREENZ may conclude individual written contracts with individual Customers, with these General Terms, Offer, and Purchase Order being an integral part of such contracts. In the event that a provision of individual contracts differs from a

provision of the General Terms, the provision of the individual contract shall apply.

### **3.3.**

SCREENZ issues an Offer based on the Customer's inquiry. The Offer binds SCREENZ for seven days from the day it is sent to the Customer. If the Customer does not accept the Offer by sending a Purchase Order whose contents fully correspond to the contents of the Offer within the specified period, it shall be deemed that the Customer has not accepted the Offer. SCREENZ may, after the expiration of the defined period, extend the validity period of the Offer or modify the offered conditions, but is not obligated to do so.

### **3.4.**

The Purchase Order is binding on the Customer. The Purchase Order is binding on SCREENZ only if it is made in full accordance with the Offer, but in that case, SCREENZ has the right to refuse the order if bankruptcy proceedings or liquidation proceedings have been initiated against the Customer, or if the Customer becomes unable to pay or overindebted.

### **3.5.**

The Offer contains provisions on the delivery date, delivery method, and payment method, as well as other essential elements of the Contract.

The buyer will settle the agreed price before the Due Date or on the Due Date by payment to the SCREENZ account indicated on the invoice. The day of receipt of payment by SCREENZ is considered the day of payment.

If the buyer fails to settle the agreed price by the Due Date, the buyer will be considered late with payment, without the need for any further notice. In that case, all outstanding amounts that the buyer is obligated to settle under the Contract become due immediately, and SCREENZ has the right to charge the buyer legal default interest from the Due Date until final payment, as well as compensation for all costs associated with the collection of the claim.

SCREENZ's obligation to deliver the Subject of the sale arises only after the Buyer has fully paid the Purchase price.

SCREENZ's obligation to perform Services arises only after the Buyer has fully paid the price of the contracted service or advance payment specified in the Offer.

SCREENZ's obligation to deliver the leased Subject for use to the Buyer arises only after the Buyer has fully paid the amount specified in the Offer.

The buyer is obliged to settle all fees related to the execution and implementation of the Contract.

### **3.6.**

In case payment of the purchase price or service price is agreed in installments, the Buyer shall simultaneously with the issuance of the Order send to SCREENZ a promissory note for the amount of the agreed price.

In case of concluding a lease agreement in which the rent is paid in monthly installments, the Buyer shall simultaneously with the issuance of the Order send to SCREENZ a promissory note for the amount of the rent for the entire rental period.

### **3.7.**

Each contracting party warrants to the other contracting party that it is in good financial standing and capable of fulfilling its obligations under this Agreement.

The buyer waives the right to withhold any of its payment obligations for any reason.

**3.8.**

SCREENZ's liability for any form of damage arising from this Agreement is limited to the amount of the total agreed purchase price, the total agreed service price, or the total agreed rent.

**3.9.**

For a period of three years from the date of conclusion of the Agreement, both contracting parties undertake not to use or disclose to third parties any Confidential Information or information received from the other contracting party.

**3.10.**

SCREENZ may engage subcontractors of its choice to perform the contracted Service.

**3.11.**

Each contracting party may terminate the Agreement if the other contracting party breaches the obligations undertaken by the Agreement.

**3.12.**

All disputes related to the Agreement, the contracting parties undertake to resolve amicably, but if that is not possible, the contracting parties agree on the jurisdiction of the competent court in Zagreb and the application of Croatian law.