

Terms and Conditions for Suppliers

Release date: October 2025

Please read the following terms and conditions carefully before entering into any business agreement or providing any goods or services as a supplier to our company. By engaging in any business transaction with us, you acknowledge and agree to be bound by the terms and conditions outlined below:

1. Agreement and Acceptance:

- 1.1. These terms and conditions, together with any accompanying purchase orders, contracts, or agreements, constitute the entire agreement between our company and the supplier.
- 1.2. By accepting a purchase order or entering into any business transaction, the supplier acknowledges their acceptance of these terms and conditions.

2. Products or Services:

- 2.1. The supplier agrees to provide the products or services specified in the purchase order or agreed-upon contract.
- 2.2. The supplier warrants that all products or services provided shall be of satisfactory quality, free from defects, and fit for their intended purpose.
- 2.3. Any changes to the products or services must be mutually agreed upon and documented in writing by both parties.

3. Schedules

- 3.1. All schedules and deadlines should be met without delay.
- 3.2. The contractor shall inform the customer of the reason and expected duration of the delay in writing immediately in the event that it becomes apparent that it will not be possible to meet the agreed delivery date(s).
- 3.3. In the event that the delivery dates should change for reasons not attributable to the contractor, the contractor shall properly store the goods ordered for a period of up to 6 months at his own risk and expense.
- 3.4. In the event that the contractor fails to meet the schedules and delivery dates indicated in the order, the following contractual penalties shall be paid until the actual delivery date on the basis of the total order value regardless of fault:
 - 3.4.1. Delivery of goods: 2% per week of delay, up to maximal of 10% of the total order value.
 - 3.4.2. Delivery of service and documentation: 2% per week of delay, up to maximal of 10% of the total order value.

4. Pricing and Payment:

- 4.1. The supplier shall provide pricing information for the products or services as requested by our company.
- 4.2. All prices are fixed prices less VAT and shall include all taxes, duties, fees, etc. and all costs for documentation, technical inspection and testing, paint, corrosion protection, labeling, signs, etc.
- 4.3. Invoices shall be submitted by the supplier in a timely manner and must include all relevant details such as purchase order number, item description, quantity, and agreed-upon pricing.
- 4.4. Our company agrees to make payment within the 60 days after delivery after fulfilment of all requisite obligations named in the order.

5. Invoicing

- 5.1. All invoices shall include our order number and shall be submitted with all relevant documents (timesheets, expenses, delivery notes, etc.).
- 5.2. Contractors from EU member states shall also include all goods movement certification in addition to the legally required information for tax exemption with all invoices.
- 5.3. All invoices shall be delivered to:
 - invoice@for-automation.com

6. Delivery and Shipping:

- 6.1. The supplier shall ensure that all products are delivered to the specified location and in accordance with the agreed-upon delivery schedule.
- 6.2. The supplier is responsible for packaging, labelling, and shipping of the products, ensuring they are adequately protected during transportation.
- 6.3. All delivery delivered directly to our customer shall include only FOR Automation documents and labels.
- 6.4. Any delivery delays or issues must be promptly communicated to our company, and appropriate remedial actions shall be taken to minimize any impact.

7. Intellectual Property:

- 7.1. Any intellectual property rights associated with the products or services provided by the supplier shall remain the sole property of our company.
- 7.2. The supplier warrants that the products or services provided do not infringe upon any third-party intellectual property rights.

8. Ownership and Usage rights

- 8.1. Upon full payment, all deliverables, goods, designs, software, documentation, and other materials supplied by the Supplier shall become the exclusive and permanent property of FOR Automation d.o.o. ("the Company").
- 8.2. The Company shall have the unrestricted right to use, reproduce, modify, adapt, sublicense, publish, distribute, and otherwise commercially exploit such deliverables for any purpose, in any format, and on any media, without requiring additional consent from the Supplier.
- 8.3. The Supplier waives any future claims to intellectual property rights regarding the deliverables and agrees not to assert any moral or proprietary rights over them.
- 8.4. This clause shall take precedence over any conflicting provisions, or any document or contract provided by supplier.

9. Confidentiality:

- 9.1. The supplier agrees to treat all information received from our company as confidential and shall not disclose it to any third party without our prior written consent.
- 9.2. The confidentiality obligations shall survive the termination of any business agreement between the supplier and our company.

10. Termination:

- 10.1. Either party may terminate the business agreement by providing written notice to the other party.
- 10.2. Termination shall not relieve the supplier of any obligations arising prior to the termination date.
- 10.3. Upon termination, any outstanding payments owed to the supplier shall be settled in accordance with the agreed-upon payment terms.

11. Governing Law and Dispute Resolution:

- 11.1. These terms and conditions shall be governed by and interpreted in accordance with the laws of the Croatia.
- 11.2. Any dispute arising out of or relating to these terms and conditions shall be resolved amicably through good faith negotiations.
- 11.3. If a resolution cannot be reached, any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of Croatia.

12. Amendments and Waivers:

11.1 Any amendments or waivers to these terms and conditions must be made in writing and signed by both parties.

11.2 Failure to enforce any provision of these terms and conditions shall not constitute a waiver of that provision or any other provision.

Your continued provision of goods or services will be deemed as acceptance of these terms and conditions.

Hrvoje Kasić
CEO, FOR Automation d.o.o.



Date: 05.10.2025

Opci uvjeti poslovanja za dobavljače

Datum izdavanja: listopad 2025.

Molimo vas da pažljivo pročitate ove uvjete prije sklapanja bilo kakvog poslovnog odnosa s našim društvom ili isporuke robe i/ili usluga kao dobavljač. Ulaskom u poslovni odnos s nama, potvrđujete da ste upoznati s ovim uvjetima te da ih prihvaćate u cijelosti.

1. Sklapanje ugovora i prihvrat uvjeta
 - 1.1. Ovi uvjeti, zajedno s narudžbenicama, ugovorima ili drugim pisanim dogovorima, čine cjelokupan ugovor između našeg društva i dobavljača.
 - 1.2. Prihvaćanjem narudžbenice ili ulaskom u bilo kakvu poslovnu transakciju, dobavljač potvrđuje prihvrat ovih uvjeta.
2. Proizvodi i usluge
 - 2.1. Dobavljač se obvezuje isporučiti proizvode i/ili pružiti usluge kako je definirano u narudžbenici ili ugovoru.
 - 2.2. Dobavljač jamči da su svi proizvodi i/ili usluge zadovoljavajuće kvalitete, bez nedostataka te prikladni za predviđenu svrhu.
 - 2.3. Sve izmjene proizvoda ili usluga moraju biti obostrano dogovorene i potvrđene pisanim putem.
3. Rasporedi i rokovi
 - 3.1. Svi rokovi i termini isporuke moraju se poštivati bez odgode.
 - 3.2. Ako dobavljač sazna da neće moći ispoštovati dogovoreni rok isporuke, dužan je odmah pisanim putem obavijestiti kupca o razlozima i očekivanom trajanju kašnjenja.
 - 3.3. Ako do promjene rokova dođe iz razloga koji nisu krivnja dobavljača, isti je dužan pohraniti robu do najviše 6 mjeseci o vlastitom trošku i riziku.
 - 3.4. U slučaju kašnjenja, bez obzira na krivnju, primjenjuju se sljedeće ugovorne kazne, obračunate na ukupnu vrijednost narudžbe:
 - 3.4.1. Isporuка robe: 2% po tjednu kašnjenja, maksimalno do 10%.
 - 3.4.2. Isporuка usluge i dokumentacije: 2% po tjednu kašnjenja, maksimalno do 10%.

4. Cijene i plaćanje
 - 4.1. Dobavljač je dužan dostaviti cijene proizvoda/usluga sukladno zahtjevu Društva.
 - 4.2. Sve cijene su fiksne, bez PDV-a, i uključuju sve poreze, pristojbe, dokumentaciju, tehnički pregled, testiranja, zaštitu od korozije, označavanje, natpise i sl.
 - 4.3. Računi moraju biti dostavljeni pravodobno i sadržavati broj narudžbenice, opis stavki, količine i dogovorene cijene.
 - 4.4. Društvo se obvezuje izvršiti plaćanje u roku od 60 dana od isporuke i izvršenja svih obveza navedenih u narudžbi.
5. Izdavanje računa
 - 5.1. Svi računi moraju sadržavati broj narudžbe te biti popraćeni relevantnom dokumentacijom (radni listovi, troškovi, otpremnice itd.).
 - 5.2. Dobavljači iz država članica EU dužni su uz račun dostaviti i potvrdu o kretanju robe, te ostalu zakonom propisanu dokumentaciju za oslobođenje od poreza.
 - 5.3. Svi računi šalju se isključivo na adresu: invoice@for-automation.com
6. Isporuka i otprema
 - 6.1. Dobavljač je odgovoran za isporuku robe na dogovorenu lokaciju, u skladu s rokovima isporuke.
 - 6.2. Dobavljač snosi odgovornost za pakiranje, označavanje i zaštitu robe tijekom transporta.
 - 6.3. Sve isporuke koje idu izravno našem krajnjem kupcu moraju sadržavati isključivo dokumentaciju i oznake FOR Automation.
 - 6.4. Dobavljač je dužan odmah obavijestiti Društvo o kašnjenjima ili problemima s isporukom te poduzeti sve potrebne mjere za umanjeње štete.
7. Intelektualno vlasništvo
 - 7.1. Sva prava intelektualnog vlasništva povezana s isporučenim proizvodima i uslugama ostaju isključivo vlasništvo Društva.
 - 7.2. Dobavljač jamči da isporučeni proizvodi i/ili usluge ne krše prava intelektualnog vlasništva trećih strana.
8. Vlasništvo i prava korištenja
 - 8.1. Po izvršenju potpune isplate, svi proizvodi, dokumentacija, softver, dizajni i drugi isporučeni materijali postaju isključivo i trajno vlasništvo FOR Automation d.o.o.
 - 8.2. FOR Automation d.o.o. ima potpuno pravo koristiti, reproducirati, mijenjati, prilagođavati, podlicencirati, objavljivati i komercijalno iskorištavati isporučene materijale, u bilo koju svrhu i bez dodatne suglasnosti dobavljača.

- 8.3. Dobavljač se neopozivo odriče bilo kakvih budućih zahtjeva glede prava intelektualnog vlasništva i obvezuje se da neće isticati moralna ili imovinska prava nad isporučenim sadržajem.
- 8.4. Ova odredba ima prednost nad svim suprotnim odredbama ili dokumentima dobavljača.
9. Povjerljivost
- 9.1. Dobavljač se obvezuje sve informacije koje primi od Društva čuvati kao povjerljive te ih neće otkrivati trećim stranama bez prethodnog pisanog odobrenja.
- 9.2. Obveza povjerljivosti ostaje na snazi i nakon prestanka poslovnog odnosa.
10. Raskid
- 10.1. Svaka strana može raskinuti poslovni odnos dostavom pisane obavijesti drugoj strani.
- 10.2. Raskid ne oslobađa dobavljača obveza koje su nastale do dana raskida.
- 10.3. Po raskidu, sva nepodmirena dugovanja prema dobavljaču bit će podmirena sukladno ugovorenim uvjetima plaćanja.
11. Mjerodavno pravo i rješavanje sporova
- 11.1. Ovi uvjeti tumače se u skladu s pravom Republike Hrvatske.
- 11.2. Sve sporove ugovorne strane će pokušati riješiti mirnim putem i u dobroj vjeri.
- 11.3. Ako to nije moguće, za rješavanje sporova nadležan je isključivo sud u Republici Hrvatskoj.
12. Izmjene i odricanja
- 12.1. Sve izmjene i dopune ovih uvjeta moraju biti sastavljene u pisanom obliku i potpisane od obje strane.
- 12.2. Neizvršavanje bilo koje odredbe ovih uvjeta ne predstavlja odricanje od prava na njeno buduće izvršavanje.

Nastavkom pružanja robe ili usluga, smatrat će se da su ovi uvjeti prihvaćeni u cijelosti.

Hrvoje Kasić
CEO, FOR Automation d.o.o.



Date: 05.10.2025

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CEO Hrvoje Kasic

Sudski registar
Trgovački sud u Zagrebu