



Terms and Conditions for Suppliers

Release date: September 2023

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, labeling, 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, unless otherwise agreed upon in writing.
- 7.2. The supplier warrants that the products or services provided do not infringe upon any third-party intellectual property rights.

8. Confidentiality:

- 8.1. 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.
- 8.2. The confidentiality obligations shall survive the termination of any business agreement between the supplier and our company.

9. Termination:

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

10. Governing Law and Dispute Resolution:

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

11. 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.

Signed:

FOR Automation d.o.o.

Date: 10.09.2023