



# Purchasing Terms and Conditions

Release date: October 2024

These Purchasing Terms and Conditions ("Agreement") are entered into between FOR Automation d.o.o. ("Company") and the purchaser ("Client") for the acquisition of services and goods. This Agreement outlines the terms and conditions that govern the purchase of services from the Company. By engaging in a purchase with the Company, the Client acknowledges and agrees to the following terms and conditions:

## 1. Scope of Services:

- 1.1. The Company shall provide software services related to PLC and commissioning as described in the agreed-upon project scope, specifications, and/or proposal.
- 1.2. The Client acknowledges that the services provided by the Company require the Client's active participation, cooperation, and timely provision of necessary information and resources.

## 2. Project Start Date:

- 2.1. The project start date shall be mutually agreed upon by both parties in writing, either in the form of a signed contract, purchase order, or any other official written communication.
- 2.2. If the project start date is postponed or delayed due to reasons beyond the control of the Company, the Client shall promptly notify the Company in writing of the delay and provide an estimated revised start date.
- 2.3. The Company shall make reasonable efforts to accommodate the revised start date provided by the Client, subject to its availability and schedule constraints.

## 3. Project Postponement:

- 3.1. If the Client requests a postponement of the project start date after the Agreement is signed, the following conditions shall apply:
  - 3.1.1. The Client shall provide a written request for postponement, stating the reason(s) for the delay and the new proposed start date.
  - 3.1.2. The Company shall evaluate the feasibility of the requested postponement and provide a written response to the Client within a reasonable time frame.
  - 3.1.3. If the Company agrees to the postponement, the project start date shall be rescheduled according to the new proposed start date, subject to the availability and schedule constraints of the Company.
  - 3.1.4. The Client acknowledges that a postponement may result in adjustments to the project timeline, resource allocation, and additional costs, which shall be mutually agreed upon by both parties in writing.



#### 4. Payment Terms:

- 4.1. The Client shall pay the agreed-upon fees for the services provided by the Company as outlined in the project proposal, quotation, or any other agreed-upon document.
- 4.2. Payment terms, including due dates and accepted methods of payment, shall be specified in the invoice issued by the Company.
- 4.3. In the event of a project postponement requested by the Client, any fees already paid to the Company shall be credited toward the rescheduled project, subject to mutual agreement between the parties.
- 4.4. Any additional costs incurred as a result of the project postponement shall be communicated to the Client, and payment terms for such additional costs shall be agreed upon in writing prior to resuming the project.

#### 5. Intellectual Property:

- 5.1. The Company retains ownership of all intellectual property rights, including but not limited to software code, designs, documentation, and other materials developed or provided as part of the services, unless otherwise specified in a separate agreement.
- 5.2. The Client shall not reproduce, distribute, modify, or create derivative works of the Company's intellectual property without prior written consent.

#### 6. Confidentiality:

- 6.1. Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of the project.
- 6.2. Confidentiality obligations shall continue even after the termination or completion of the project.

#### 7. Termination:

- 7.1. Either party may terminate this Agreement in the event of a material breach by the other party. Written notice of the breach must be provided, and the breaching party shall have a reasonable opportunity to cure the breach.
- 7.2. Termination of the Agreement shall not relieve the parties of their obligations accrued prior to the termination.

#### 8. Governing Law and Jurisdiction:

- 8.1. This Agreement shall be governed by and construed in accordance with the laws of Croatia. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of Croatia.

#### 9. Entire Agreement:

- 9.1. This Agreement constitutes the entire understanding and agreement between the Company and the Client, superseding any prior agreements, written or oral, relating to the subject matter herein.



## 10. Non-Solicitation:

10.1. The Client agrees not to solicit, hire, or otherwise engage, directly or indirectly, any employees or contractors of the Company for employment or services without the Company's prior written consent, during the term of this Agreement and for a period of 12 months following its termination or completion.

10.2. In the event of a breach of this clause, the Client agrees to pay the Company an amount equivalent to 12 months' salary of the solicited employee or contractor as liquidated damages.

By proceeding with the purchase of services from the Company, the Client acknowledges that they have read, understood, and agreed to abide by these Purchasing Terms and Conditions.

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

Date: 10.10.2024