

## Purchasing Terms and Conditions

Release date: October 2025

These Purchasing Terms and Conditions ("Agreement") are entered into between FOR Automation d.o.o. ("Company") and the client ("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 perform professional engineering, software, and commissioning services related to industrial automation systems (including PLC, HMI, and related control systems) as defined in the applicable quotation, proposal, or agreed scope of work ("Project Scope").
- 1.2. The Client shall ensure timely cooperation, including providing access to necessary documentation, systems, hardware, and personnel to allow the Company to perform its obligations.
- 1.3. Any services, deliverables, or support not explicitly described in the Project Scope shall be deemed outside the scope and may be performed only upon written agreement at additional cost.

### 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. Project Changes:

- 4.1. Any modification to the agreed scope, documentation, or schedule (including unforeseen conditions, missing data, or third-party delays) shall constitute a change ("Variation").
- 4.2. Variations require written approval and will be charged on a time-and-materials basis at the then-current rate card, with a corresponding schedule extension.
- 4.3. Verbal instructions or informal requests shall not be binding unless confirmed in writing

### 5. Payment Terms:

- 5.1. 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.
- 5.2. Payment terms, including due dates and accepted methods of payment, shall be specified in the invoice issued by the Company.
- 5.3. Late payments shall accrue default interest of 9% per annum or the statutory maximum, whichever is higher, plus collection costs
- 5.4. 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.

5.5. 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.

5.6. If payment is delayed by more than 30 days, the Company may suspend services without liability and invoice all completed and committed work up to that date.

#### 6. Intellectual Property:

6.1. 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.

6.2. The Client shall not reproduce, distribute, modify, or create derivative works of the Company's intellectual property without prior written consent.

6.3. Any unpaid work remains the property of the Company and shall not be used by the Client until payment is received in full.

#### 7. Liability and Warranty

7.1. The Company shall perform all services with reasonable care, skill, and diligence in accordance with industry practice.

7.2. The exclusive remedy for defective services shall be re-performance of such services if notified within 30 days of delivery.

7.3. The Company's total cumulative liability arising out of or related to this Agreement shall not exceed the total amount paid for the specific assignment giving rise to the claim, up to a maximum of EUR 100,000.

7.4. The Company shall not be liable for loss of profit, production, revenue, data, or for any indirect, consequential, or special damages.

7.5. No warranty applies to third-party software, hardware, or code not developed by the Company.

#### 8. Confidentiality:

8.1. Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of the project.

8.2. Confidentiality obligations shall continue even after the termination or completion of the project.

#### 9. Suspension and Termination:

- 9.1. If project execution is suspended or delayed due to Client actions or omissions, the Company is entitled to apply standby rates and extend the schedule accordingly.
- 9.2. 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.
- 9.3. Termination of the Agreement shall not relieve the parties of their obligations accrued prior to the termination.

#### 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.

#### 11. Governing Law and Jurisdiction:

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.

#### 12. Force Majeure

Neither party shall be liable for delays or failures due to causes beyond its reasonable control, including but not limited to natural disasters, war, government actions, strikes, pandemics, or supply chain interruptions.

If the event exceeds thirty (30) days, either party may terminate the affected portion of the work with payment for services rendered up to that date.

#### 13. Entire Agreement:

This Agreement, together with the applicable quotation, proposal, or purchase order, constitutes the entire understanding between the parties and supersedes all prior agreements, discussions, or representations, whether oral or written. Any modification must be made in writing and signed by authorized representatives of both parties

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: 05.10.2025