

Name of the document:	General Conditions of Purchase
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1. DEFINITIONS

In the sense of these General Conditions, certain terms shall have the following meaning:

„**Agreement**“ shall mean the agreement for the purchase of Products and/or the agreement for the provision of Services, which consists of these General Conditions and the Purchase Order or these General Conditions, the Purchase Agreement, and the Purchase Order.

„**Confidential Information**“ shall mean all documents, information and/or data of RASCO including, but not limited to, financial and commercial business data, personal data and other information of RASCO that is marked as confidential. Confidential information includes in particular information on prices, costs, revenues, offers to (potential) customers and technical specifications of goods and services. The term Confidential Information includes any documents, information and/or data, final or not, written or oral that have been prepared for the purposes of the Agreement or refer to it. Confidential Information can be stored in any form (audio, video, written or digital).

„**Force Majeure**“ shall mean external, extraordinary and unforeseeable circumstances arising after the conclusion of the Agreement that could not be prevented, eliminated or avoided, such as, for example, terrorism, earthquakes, volcanic eruptions, lightning, storms, hurricanes, fires, explosions, strikes, significant legal or political changes set by the authorities or the European Union.

„**General Conditions**“ shall mean these general conditions of purchase.

„**Intellectual Property**“ includes copyright and related rights, industrial property rights and all similar rights. The term also includes know-how, practical knowledge, and experience of RASCO, as well as all technical information that RASCO transferred to the Supplier for the purposes of executing the Agreement.

„**Non-working Day**“ shall mean Saturday, Sunday and holidays established by laws of the Republic of Croatia.

„**Order**“ shall mean the order of Products or Services based on the Purchase Order.

„**Price List**“ shall mean the valid price list of Products / Services specified in the Purchase Agreement and/or Supplier's Offer and/or RASCO's Purchase Order.

„**Product**“ shall mean the goods as described in the Purchase Agreement and/or Purchase Order (including any part of the goods or their constituent part).

„**Purchase Agreement**“ shall mean the separate agreements between the Supplier and RASCO, if applicable.

„**Purchase Order**“ shall mean a written order for Products or Services from the Supplier on RASCO's business paper, which must contain, as a minimum, information on the type, quantity, required delivery time and parity of delivery for each individual Product / Service.

„**Services**“ shall mean the services described in the Purchase Agreement and/or Purchase Order.

„**Supplier**“ shall mean the person indicated in the Purchase Agreement and/or Purchase Order.

2. GENERAL PROVISIONS

2.1. Application

2.1.1. These are the General Conditions of Purchase of the company Rasco d.o.o., headquartered in Kalinovac, Kolodvorska 120b, PIN: HR 12710048305 (hereinafter: „**RASCO**“).

2.1.2. These General Conditions apply to the following business relations of RASCO:

- Procurement of Raw materials and materials,
- Procurement of components and assemblies,
- Procurement of trade goods,
- Procurement of consumables,
- Procurement of all other Products from a supplier that RASCO uses in its production and business process, and
- Conclusion of the Agreement for provision of Services that RASCO uses in its production and business process.

2.1.3. The General Conditions apply to Agreements with Suppliers that were concluded during the period of validity of these General Conditions. RASCO is authorized to amend these General Conditions unilaterally, at any time. The Suppliers will be notified about the amendment by publishing the changes to the General Conditions on the publicly available website of RASCO (www.rasco.hr). The amendments shall enter into force upon their publication and apply to each subsequent Agreement. The amendments shall also be applied to already concluded Agreements to which the Supplier's general conditions do not apply, unless the Supplier has requested the conclusion of an addendum to the existing Agreement within 15 days from the date of publication of the amendment to the General Conditions. The addendum must be concluded within 30 days from the date of the Supplier's written request regulating the extent to which the provisions of the amended General Conditions are applied. Until the addition is concluded, the General Conditions that were in force before the amendment apply.

2.1.4. The General Conditions form an integral part of every Purchase Agreement and supplement it. The Agreement is valid only if it is signed manually or electronically by a person authorized

to represent RASCO. Purchase orders can also be issued by persons not authorized to represent RASCO, if these persons are employees or contractual collaborators of RASCO. Therefore, Purchase orders may only supplement but not modify these General Conditions or the Purchase Agreement. Purchase Orders are issued electronically and are valid without the stamp of RASCO and the issuer's signature.

2.2. Acceptance of the General Conditions

- 2.2.1. By accepting the Purchase Agreement and/or Purchase Order or other document issued by RASCO, which refers to these General Conditions or their application, Suppliers accept these General Conditions and become bound by them.
- 2.2.2. The General Conditions exclude the application of any General Conditions of the Supplier, except those to which RASCO expressly agreed in whole or in part in the Purchase Agreement and/or the Purchase Order or those whose application RASCO has not declined in writing within 5 days of receipt of the confirmation of the Purchase Order which refers to the application of general conditions of the Supplier. In the latter case, the Supplier has the right to withdraw confirmation of the Purchase Order.
- 2.2.3. The Purchase Agreement may exclude application of certain provisions of these General Conditions if the exclusion is explicitly stated in the provisions of that Purchase Agreement.

3. PURCHASE ORDER AND CONCLUSION OF AGREEMENT

3.1. Purchase Order and acceptance of an order

- 3.1.1. Rasco orders the Supplier's Products and/or Services through a written Order in the form of a Purchase Order on RASCO's business paper issued electronically. The electronically issued Purchase Order is valid without the signature and stamp. The Purchase Order is submitted to the Supplier in writing (which includes electronic communication).
- 3.1.2. The Supplier shall accept the Order in writing (which includes electronic communication) immediately, and no later than within 30 (thirty) days of receipt thereof, unless RASCO has indicated a different deadline for acceptance of the Order in the body of the Purchase Order. If the Supplier accepts the Order or delivers the goods after the expiry of the deadline, RASCO is authorized to refuse acceptance or receipt of such delivery. Written acceptance of the Order on the Supplier's business paper, an e-mail in which the Supplier states that it accepts the Order or the Supplier's signature on the Purchase Order issued by RASCO will be considered as acceptance. Before accepting the Order, the Supplier undertakes to warn RASCO in writing if it notices obvious errors in the Order. It is considered that by sending an acceptance for the Order by e-mail, the Supplier agrees that the e-mail address will be the address for communication under the Agreement.
- 3.1.3. If the Supplier does not accept the Order within the period defined by these General Conditions or within the period specified on the Purchase Order, the Order ceases to be valid and will not bind RASCO. Exceptionally, if the Supplier performs the actions provided for in the Order within the required delivery period specified in the Purchase Order (e.g., *delivers*

the ordered Products or performs the ordered Services), and these deadlines are shorter than the deadline for accepting the Order, it will be considered that the Supplier has accepted the Order and that the Agreement is concluded. If the Agreement is to be fulfilled in parts, the Agreement will be considered as a singular one.

3.1.4. All oral agreements that precede the sending of the Purchase Order and which are not included in the Purchase Order or the Purchase Agreement are not binding on RASCO, and it will not be considered that RASCO is bound by them or that an Agreement has been concluded within the content of previous oral or written agreements.

3.1.5. RASCO is authorized to revoke the Purchase Order, without payment of compensation, before receipt of the acceptance of the Order by the Supplier. In this case, RASCO will not be considered bound by the Order. The revocation will be considered valid if sent to the Supplier before the receipt of the Order's acceptance.

3.2. Conclusion of the Agreement

3.2.1. By accepting the Order, it is considered that the Agreement between RASCO and the Supplier has been concluded.

3.2.2. If the Supplier partially accepts the Order or accepts it with the modification of any of the conditions of the Order, no Agreement shall be created with such modified content. In this case, it is considered that the Supplier sent RASCO an offer to conclude the Agreement.

3.2.3. Even if RASCO and the Supplier have an ongoing business relationship regarding certain Products or Services, it will not be considered that RASCO accepted the offer relating to such Products or Services even if it has not been rejected immediately or within the given period. In any such case, RASCO's express written consent to the delivery of certain goods and delivery conditions is required.

3.2.4. The supplier is not authorized to make changes to the Product or Service without the prior written consent of RASCO.

3.3. Conclusion of the Purchase Agreement

3.3.1. If RASCO and the Supplier have concluded a Purchase Agreement, it is considered that the Agreement between RASCO and the Supplier has been concluded. In this case, the Supplier is not authorized to amend or supplement the Order if the Purchase Order corresponds to the provisions of the Purchase Agreement.

4. PRICE OF PRODUCTS AND SERVICES

4.1. General provisions

4.1.1. The price of the Products and Services and the period of validity of the prices are determined by the Supplier's Offer, which RASCO has expressly accepted, or by the Supplier's Price List, which is an integral part of the Purchase Order and/or Purchase Agreement.

4.1.2. The Supplier confirms that the prices indicated in the Offers and/or Price Lists, in addition to the price of the Products or Services, also include all incidental costs that may arise before delivery according to the Purchase Order, including, for example, the costs of storage or maintenance until the day of delivery.

4.2. Price changes

4.2.1. The price is considered an essential component (in Croatian: *bitan sastojak*) of the Agreement and/or Order.

4.2.2. Unless otherwise stipulated in the Purchase Agreement, the prices of Products and Services for confirmed Orders and/or concluded Purchase Agreements are valid and fixed for the entire duration of the Agreement, i.e., until the delivery of the entire quantity and/or the expiration of the Agreement, except in the case of price reductions or promotional prices applied by the Supplier during the duration of the Purchase Agreement.

4.2.3. In the case of framework Agreements without a defined quantity and/or validity period of the Agreement, the Supplier's new Price List will be applied to RASCO only with written approval from RASCO. If there is no such approval, RASCO is authorized to terminate the Purchase Agreement without a notice period.

4.2.4. The Supplier is obliged to inform RASCO in writing about changes to the Price List for future Purchase Orders at least 90 (ninety) days before they come into effect. In any case, the price increase must be announced no later than January 1 of the year to which the price increase refers.

4.2.5. If there is a change in taxes, excise duties or customs duties, the Supplier waives the right to increase the Price of the Product or Service upon delivery. The aforementioned provision does not apply to the change in value-added tax that is calculated upon delivery of Products or Services to RASCO.

5. MODELS, MOLDS AND TOOLS

5.1. In cases where the Supplier manufactures Products or supplies Services to RASCO using models, molds or tools, RASCO orders the manufacture thereof from the Supplier or delivers them at its own expense. If RASCO bore the cost of making or supplying models, molds and tools, they are permanently owned by RASCO unless otherwise expressly agreed between RASCO and the Supplier.

5.2. The Supplier is authorized to use models, molds and tools owned by RASCO necessary for the execution of the Service or the delivery of the Products, exclusively for the purposes of the execution of the Agreement. The final Product must match the model / mold.

5.3. The Supplier undertakes to keep analytical records of models, molds and tools owned by RASCO that are in the Supplier's possession. For each current year, RASCO compiles an inventory list of models, molds and tools in its ownership that are with the Supplier and submits it to the Supplier for approval and confirmation. The inventory list provided by RASCO

must be signed by an authorized person of the Supplier who, under material responsibility, confirms that they are with the Supplier and that they are in working order.

5.4. RASCO does not bear the risk of destruction, alienation or damage to models, molds and tools at the Supplier's premises, and in the event that this happens, the Supplier is obliged to compensate (including remanufacture or pay for) the damage at its own expense.

5.5. The Supplier undertakes to mark the models, molds and tools of RASCO as RASCO's property and to ensure that they are kept in good condition as well as to implement appropriate protection measures against damage, destruction or theft. The Supplier is not authorized to remove the markings furnished by RASCO from the models, molds and tools .

5.6. RASCO is authorized at any time to demand the return of models, molds and tools that are with the Supplier, and the Supplier is obliged to make them available to it without compensation immediately, and no later than within 10 (ten) working days at parity of FCA Supplier's warehouse per Incoterms® 2020, unless otherwise agreed in the Purchase Agreement and/or the Order.

5.7. The SUPPLIER does not acquire the right to use models, designs, molds or know-how of RASCO for the purpose of producing a similar or identical product or developing a service for its own purposes or for the benefit of any third party. Models, designs and/or molds are the exclusive Intellectual Property of RASCO. Outside of the purposes of the Agreement, the express written consent of RASCO is required for any use, duplication, reproduction, reverse engineering, dissemination, publication and public display of molds / models or Products created using them.

6. FULFILLMENT OF THE AGREEMENT

6.1. The Purchase Order refers exclusively to the Supplier to whom it is addressed. The Supplier is not authorized to fulfill all or part of the Order through third parties. In the case of RASCO's consent to the fulfillment of the Order through third parties, the Supplier is not relieved of its obligations regarding the fulfillment of the Agreement and is jointly and severally liable to RASCO for all damages caused by a third party.

6.2. If the Supplier, contrary to RASCO's prohibition, contracts the fulfillment of the Order through third parties, RASCO is authorized to charge the Supplier a contractual penalty in the amount of 5% of the total value of the Order.

6.3. The Supplier is not authorized to transfer the rights, obligations and claims from the Agreement to third parties without the specific written approval of RASCO.

6.4. The Supplier undertakes to provide in a timely manner all necessary information to RASCO that could be of influence for the fulfillment of the Agreement.

6.5. If any obligation from the Agreement and/or Purchase Order with consecutive obligations remains unfulfilled, the Supplier is not authorized to terminate the Agreement regarding

already fulfilled obligations, even if it has no interest in their fulfillment without missing fulfillment.

6.6. Delivery delay

6.6.1. The terms of delivery of Products or Services are determined by the Purchase Order and/or the Purchase Agreement.

6.6.2. The Supplier undertakes to deliver the Product or perform the Service within the terms specified in the Purchase Order for each individual item in the Order.

6.6.3. If the Supplier determines that there will be a delay in delivery due to reasons attributable to Force Majeure, the Supplier is obliged to notify RASCO of such circumstances in writing immediately, and no later than 15 (fifteen) days before the scheduled delivery. RASCO is authorized to accept or reject the Supplier's request to extend the delivery deadline.

6.6.4. If it is evident that the Products or Services will not be delivered within the specified terms, RASCO is authorized to terminate the Agreement / cancel the Order without leaving a subsequent deadline for fulfillment and without incurring any costs for canceling the Order.

6.6.5. In case of exceeding the delivery deadline, RASCO is authorized to terminate the Agreement and/or cancel the Purchase Order to the Supplier without leaving a subsequent deadline for fulfillment and without incurring any costs for canceling the Order.

6.6.6. Without prejudice to the provisions of Article 6.6.5. of these General Conditions, if the Supplier is late with delivery, RASCO may set an additional deadline for the Supplier to fulfill its obligation. If the fulfillment fails even after the expiration of this period, RASCO may terminate such Agreement without leaving a notice period.

6.6.7. RASCO is authorized to calculate a contractual penalty in the amount of 0.5% of the value of late Products or Services per day of delay, and a maximum of 10% of the total value of late Products or Services. The aforementioned does not apply to delivery delays approved in writing by RASCO.

6.7. Fulfillment before the deadline

6.7.1. RASCO is authorized to refuse delivery in the case of delivery of Products or Services before the deadlines specified in the Purchase Agreement or Purchase Order.

6.7.2. If RASCO does not refuse fulfillment, all additional costs resulting from earlier fulfillment of the Order will be borne by the Supplier.

6.7.3. Early fulfillment costs include, among other things, the cost of financing incurred by RASCO in case of early delivery of Products or Services.

6.8. Delivery

6.8.1. Together with the delivery of the Product, the Supplier undertakes to provide RASCO with attestations and certificates on the quality of the materials, in accordance with the Purchase Agreement.

6.8.2. All shipments of the Supplier's Products shall be accompanied by a shipping document that includes a specification of the delivered Products and on which the Order number is indicated. Also, the Supplier undertakes to indicate the country of origin for each item on the shipping documents and, upon special request of RASCO, to submit statements of origin.

6.8.3. The Supplier undertakes to bear all the costs of the delivery of the Product or the provision of Services in accordance with the parity of delivery agreed in the Purchase Agreement and /or the Purchase Order. Incoterms® 2020 or a newer edition is used for the delivery parity.

6.8.4. RASCO bears at the costs that arise from the moment of taking over the Product or receiving the Service, depending on the agreed parity, except in the case of fulfillment before the deadline. Responsibility for damage to the Product due to inadequate packaging is fully borne by the Supplier. RASCO is not obliged to return any packaging or packaging materials for the Product to the Supplier, unless otherwise agreed in the Purchase Agreement and/or the Purchase Order.

6.8.5. The Supplier will deliver the Products, i.e. provide the Services at the location and according to the parity defined in the Purchase Agreement and/or the Purchase Order. Product delivery in the RASCO warehouse is not possible on working days after 3:00 PM and entirely excluded on non-working days.

7. COMPLIANCE AND WARRANTIES

7.1. The Supplier warrants to RASCO that all delivered Products will be:

- new and unused, of good quality, materials, construction and workmanship,
- made in accordance with the Order, as well as the applicable specifications, drawings, approved samples and industry standards and the Purchase Agreement,
- if RASCO provides models, molds and tools, made in accordance with RASCO approved models, molds and tools,
- in accordance with all provisions of laws and bylaws relating to the purchase and sale of Products, i.e. the provision of Services,
- without visible or hidden material defects or legal defects,
- suitable for the purpose for which RASCO procures them, which was or should have been known to the Supplier.

7.2. The Supplier undertakes to act professionally, independently, ethically and with the attention of a good expert when fulfilling the Agreement. The Supplier warrants that the Services will be provided by trained and qualified personnel.

7.3. The Supplier is obliged to comply with all applicable laws and regulations, including but not limited to regulations relating to the seller's obligations in relation to production, packaging, delivery of goods, safety at work, protection of personal data, environmental protection as well

as regulations regarding restrictions of dangerous substances and the use of prohibited substances.

7.4. The Supplier undertakes to perform prior and timely fulfillment of the obligations established by Regulation (EC) no. 1907/2006 of the European Parliament and the Council of December 18, 2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and any amendments or additions. RASCO shall in no way be responsible for registration in accordance with the REACH Regulation. The Supplier confirms that it is aware of the obligation of prior registration to carry out legally permitted delivery and accepts the obligation to compensate RASCO for all damage caused by the violation of the REACH Regulation or any of the implementing acts (including any amendments or changes).

8. COMPLAINTS

8.1. RASCO will, if and as much as possible considering the nature of the Product and the original packaging, upon taking over the Product, visually and quantitatively inspect the Products and accompanying documentation, inform the Supplier of visible and quantitative defects, and agree with the Supplier on how to resolve the observed defects. For the avoidance of doubt, RASCO will not immediately open the packaged Products upon handover, in which case visible defects will be pointed out immediately after opening, and no later than within the period specified in Article 8.2.

8.2. In the case of hidden defects, RASCO will notify the Supplier in writing of the observed defects via the complaint record immediately after noticing them, and no later than within 2 (two) years of receiving the Product.

8.3. The Supplier is obliged to respond in writing to the complaint record within 14 (fourteen) days, stating what actions (corrective and preventive) it will take in relation to resolving the complaint. The Supplier undertakes to compensate RASCO for all damages and costs that may arise due to such defects (visible and hidden) of the delivered Products or Services.

8.4. If the Supplier removes the defects, the Supplier undertakes to collect the Products with identified defects from RASCO at its own expense and at its own risk, to eliminate the defects and at its own expense and at its own risk to organize the return of the Products to RASCO no later than 30 (thirty) days from the day of receipt of the complaint record, unless otherwise agreed between RASCO and the Supplier in writing. RASCO is not responsible for the packaging of the Product, which is taken over by the Supplier due to a defect.

8.5. In urgent cases, RASCO reserves the right to remove the identified defects independently or with the help of a third party. The related costs will be fully borne by the Supplier.

8.6. The warranty period for Products and Services is specified by the supplier on the invoice, shipping document or mutually agreed upon between RASCO and the supplier in the Purchase Agreement.

8.7. In accordance with the Purchase Agreement or at the special request of RASCO, the Supplier undertakes to provide RASCO with access to all documents relating to the quality of the delivered Product.

8.8. RASCO is authorized, with the prior notice to and subject to approval of the Supplier, which cannot be refused but only extended for a maximum of 15 working days for a justified reason, to supervise the Supplier's operations during the production or storage of products for RASCO. If RASCO determines during the supervision that there are deficiencies that call into question the proper fulfillment of the Agreement, RASCO will inform the Supplier about this and set a deadline in which the Supplier should adjust its operations. If the Supplier fails to do so, RASCO is authorized to terminate the Agreement without the obligation of special compensation and without leaving a notice period.

8.9. If some of the Products are found to be defective or the Service provided is incomplete or unfit for purpose, RASCO is authorized to withhold payment of the invoice partially or fully in the part corresponding to the Product or Service where the defects are identified until the Supplier makes the necessary corrections, and RASCO accepts them. Therefore, in case of withholding of payment, the Supplier has no right to charge default interest on unpaid amounts.

8.10. Further provisions handling of complaints will be agreed upon in the Purchase Agreement.

9. PAYMENT

9.1. General provisions

9.1.1. The Supplier undertakes to deliver the invoice for the Product or the Service no later than within 10 (ten) days from the day of delivery of the Product or provision of the Service. to the invoice shall indicate at the minimum number of the Order, the type, quantity, and price of the delivered Products, i.e., the Service provided, and other items required by applicable laws.

9.1.2. If there are deficiencies in the content of the invoice, RASCO is authorized to return the invoice to the Supplier and to request the delivery of an orderly invoice. An invoice is considered accepted if RASCO recorded it in its analytical bookkeeping.

9.1.3. After acceptance of the Invoice by RASCO, the Supplier is not authorized to submit subsequent invoice corrections or subsequent charges, and RASCO is not obliged to accept subsequent charge and corrections.

9.1.4. Before making an advance payment to the Supplier, RASCO is authorized to request from the supplier a means of insurance for the return of the advance in the form of a bank guarantee or another means of insurance acceptable to RASCO.

9.1.5. The payment deadline starts from the orderly delivery and receipt of the orderly invoice. Payment of the invoice will not be considered a waiver of rights arising for RASCO in case of irregular delivery of Products or Services. Invoice payment terms are specified in the Purchase Agreement or RASCO's Purchase Order. If RASCO fails to settle an invoice by the

payment deadline specified in the invoice in accordance with this article, the Supplier is obliged to warn it in writing of the expiry of the deadline. If the Supplier fails to do so, RASCO is not obliged to pay default interest.

9.1.6. All other payment terms are agreed upon in the Purchase Agreement and/or acceptance of the Order.

9.2. Discounts

9.2.1. For the payment of undisputed invoices before the due date, RASCO and the Supplier can agree in writing the conditions for granting an additional discount (*cassa sconto*). The conditions for approval of *cassa sconto* are at the minimum number of days of payment of the invoice before the due date and the discount percentage of the total value of the invoice that the Supplier will grant to RASCO.

9.2.2. Other additional discounts and bonuses granted by the Supplier to RASCO are determined by the Purchase Agreement or discount campaign implemented by the Supplier after the date of the Purchase Agreement.

10. CONFIDENTIALITY AND PERSONAL DATA

10.1. All Confidential Information of RASCO is considered a business secret, and the Supplier undertakes to always keep it confidential. Exceptionally, the Supplier is authorized to disclose Confidential Information when it is prescribed by law or if it is required by competent authorities, and the Supplier undertakes to inform RASCO thereof immediately, and no later than within 3 (three) days. Any disclosure of Confidential Information is conducted on a need-to-know basis. Also, the Supplier undertakes to provide workers with access to Confidential Information only on a need-to-know basis. The Supplier undertakes to keep as confidential the Confidential Information regardless of the way in which it was disclosed to it or in which it was given access to the Confidential Information (oral or written).

10.2. More information on the processing of personal data is available on the RASCO's website at the following link: <https://rasco.hr/zastita-privatnosti/>.

11. DURATION AND TERMINATION OF THE PURCHASE AGREEMENT

11.1. RASCO is authorized to terminate without a cause the Purchase Agreement or Purchase Order with the obligation to deliver notice of termination to the Supplier in compliance with the notice period as determined by the Purchase Agreement.

11.2. In the event of any of the following circumstances, RASCO is authorized to terminate the Agreement without the obligation of prior notice of termination and without leaving a notice period:

- if the assumptions specified in article 4.2.3., 6.6. and 8.8. are met;
- if pre-bankruptcy, bankruptcy or liquidation proceedings have been initiated, as well as any other proceedings aimed at the termination of the Supplier's operations;

- if the Supplier violates any of the warranties stipulated in the General Conditions, the Purchase Order or the Purchase Agreement;
- if due to the occurrence of a Force Majeure event, it is not possible to fulfill the Agreement;
- if the Supplier is late in delivering the Products or Services for more than 30 days
- if other circumstances or events occur that make it impossible to fulfill the Agreement or due to which it is obvious that the Agreement will not be fulfilled.

11.3. If the Supplier's delay causes or is likely to cause RASCO's delay in delivery according to RASCO's agreement with the customer, RASCO is authorized to terminate the Agreement partially (an individual Order) or in full and is authorized to take the necessary steps to minimize the damage (for example, contract third parties instead of the Supplier), and at the expense of the Supplier. RASCO will notify the Supplier as soon as possible of the amount of the costs incurred, and the latter is obliged to reimburse them within 15 days. For compensation of these costs, RASCO is authorized to use security instruments issued by the Supplier.

11.4. In case of termination of the Agreement before its fulfillment, the Supplier undertakes to return the paid advances to RASCO within 3 (three) working days from the date of termination.

11.5. Termination of the Agreement does not affect the right of any of the parties to be compensated for all costs and/or damages caused by the violation or omission of the other party.

12. FINAL PROVISIONS

12.1. The substantive law of the Republic of Croatia applies to these General Conditions.

12.2. In the event of a dispute arising from these General Conditions, including the question of their validity, the competent court in Bjelovar will have jurisdiction.

12.3. If any of the provisions of these General Conditions becomes completely or partially invalid, this will not affect the validity of the remaining provisions.

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Ivan Franićević, President of the
Management Board

