

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. GENERAL - APPLICATION

1.1. These General Terms and Conditions of Purchase in the current version published on www.vindija.hr apply to all orders and contracts of the company Prehrambena industrija VINDIJA d.d. and/or other subsidiaries of the Vindija Group with headquarters in the Republic of Croatia (hereinafter referred to as: the Customer) for the purchase of goods and services from suppliers.

1.2. The affiliates of the Vindija Group, headquartered in the Republic of Croatia, are:

Prehrambena industrija Vindija d.d., Varaždin, Međimurska ulica 6, PIN (OIB) 44138062462, Vindija trgovina d.o.o., Varaždin, Međimurska ulica 6, PIN (OIB) 80096790804, Koka d.o.o., Varaždin, Biškupečka ulica 58, PIN (OIB) 21031321242, Vindon d.o.o., Slavonski Brod, Lučka ulica 4, PIN (OIB) 89230529680, ViR 1898 d.o.o., Rijeka, Školjić 16, PIN (OIB) 84873325307.

1.3. The General Terms and Conditions of Purchase (hereinafter referred to as: General Conditions) apply to orders and contracts concluded by the Customer with domestic and foreign legal and natural persons (hereinafter referred to as: Supplier), except to the extent that: a) the mandatory procedure and/or mandatory procurement conditions are regulated differently by special regulations applicable to the procurement of certain types of goods and services, or b) the confirmed order or the co-signed contract between the Customer and an individual Supplier stipulates otherwise.

1.4. By accepting the order or signing the contract, these General Conditions become an integral part of the contract and apply to the relationship between the Customer and the Supplier.

1.5. These General Conditions apply exclusively. No other terms and conditions proposed by the Supplier on order confirmations, contract drafts or supplier invoices or on any other documents are valid or acknowledged, unless expressly accepted by the Customer in writing. This provision applies even if the Customer accepts the goods and/or services with knowledge of the Supplier's general terms and conditions.

1.6. Verbal agreements are not valid unless confirmed by the Customer in writing.

1.7. If individual provisions of the General Conditions conflict with the mutually agreed provisions of a particular contract or order, the provisions of that contract or order shall apply.

2. OFFERS - ORDERS

2.1. The Supplier submits its offer based on the Customer's inquiry in accordance with the content of the inquiry. The offer is submitted by the date specified in the inquiry, if any.

2.2. The offer must be prepared and submitted by the Supplier free of charge. The offer does not bind the Customer.

2.3. The Supplier shall check each order received from the Customer to ensure that it is free from obvious errors, ambiguities and omissions. The Supplier shall promptly inform the Customer of any necessary changes or clarifications to the order.

2.4. Only orders written on the official forms of the Customer in electronic form are legally binding for the Customer and are valid without a signature and stamp. Amendments and supplements to the order as well as verbal agreements are legally binding for the Customer only if they have been confirmed by the Customer in writing. Orders are submitted via electronic data exchange (e-mail), by fax or postally.

2.5. Unless otherwise specified by the Customer in the order, the Supplier is obliged to confirm each order and change to the order in writing within 2 (two) working days, stating the price and delivery date. The order confirmation will be submitted via electronic data exchange (e-mail), fax or postally.

2.6. Descriptions, specifications and other information about goods and/or services provided by the Supplier are binding and describe the contracted properties.

2.7. If the terms of the order confirmation deviate from the Customer's order, the Supplier must clearly state this in the order confirmation, specifying the individual deviations. The Customer is only bound by the deviation if it has been expressly accepted in writing. Acceptance of the delivered goods shall not be deemed to constitute such consent.

2.8. The General conditions of business and contracts of the Supplier and its subsuppliers or subcontractors, regardless of whether attached in writing, are not binding without written acceptance by the Customer.

3. SUBCONTRACTORS

3.1. Subcontractors must be listed in the offer. Information on the relevant scope of delivery and services provided by subcontractors must be provided. The Supplier is authorized to hire subcontractors only with the prior express approval of the Customer. If the Customer approves the engagement of subcontractors, the Supplier engages them in its own behalf and for his own account.

3.2. The Supplier may not prevent its subcontractors from concluding contracts with the Customer for other deliveries/services.

4. PRICE

4.1. The price for the delivery of products and services will be determined in an individual contract or confirmed order and will be binding; it may only be changed with the consent of the Supplier and the Customer.

4.2. The agreed prices are fixed prices and exclude subsequent additional requests from the Supplier. All discounts, packaging and packaging costs are included in the price. Shipping and transportation costs are determined based on the delivery term (parity) shown on the confirmed order or contract (EXW, CIP, DAP, DDP...).

5. DELIVERY AND SERVICE DEADLINES

5.1. The delivery and/or service provision deadlines specified in the confirmed order or contract are binding.

5.2. The decisive factor for recognizing compliance with the agreed delivery deadlines is the delivery of the goods to the delivery destination and the acceptance of the works or services by the Customer in accordance with the agreed delivery term (parity).

5.3. As soon as the Supplier determines that it is unlikely to be able to meet the agreed deadlines and dates or that it will not be able to meet them in full, it must notify the Customer in writing as soon as possible, stating the reasons and the expected duration of the delay. However, such notification does not release the Supplier from its contractual obligations and the Customer remains entitled to all legal remedies in the event of delay.

5.4. For each commenced day of delay in the delivery of goods or performance of services due to reasons on the Supplier's side, the Customer has the right, regardless of proof of actual damage, to charge a contractual penalty of 0.5% per day of the total order value, up to a maximum of 10% of the total order value, unless otherwise agreed or stipulated by regulations.

5.5. The Customer reserves the right to demand from the Supplier, in addition to the contractual penalty, compensation for damages exceeding this amount. In the event of a delay in delivery, the Customer has the right to terminate the contract after the expiration of a certain appropriate additional deadline for execution.

5.6. Unless otherwise agreed in writing, deliveries will only be accepted during the Customer's business hours.

5.7. The Supplier must accompany each delivery with delivery notes with detailed information on the contents and full identification of the order, as well as present a certificate of origin of the goods or present a confirmation on the movement/traffic of goods if they are covered by a preferential agreement and follow autonomous preferential measures. If the import of the goods is subject to registrations/declarations, the Supplier must comply to the necessary prerequisites and adopt measures.

5.8. All shipping documents must contain the order numbers sent to the Supplier, designated recipients and the exact place of delivery of the goods.

5.9. Partial services and/or deliveries are only accepted with the prior written consent of the Customer. In such cases, the remaining open quantity must be stated on the delivery note, and the transportation costs due to partial deliveries shall be borne by the Supplier, unless otherwise agreed.

5.10. The Customer reserves the right to recognition of surplus or shortage of delivery in individual cases. If an excess delivery occurs without the Customer's prior confirmation, the Customer reserves the right to return the goods at the Supplier's expense and risk. If the separation of quantities is unreasonable or practically impossible, the Customer may store the excess goods at the Supplier's expense, with the risk for the stored goods being borne by the Supplier.

5.11. If an exact or earliest delivery date has been agreed, the Customer reserves the right to return goods delivered before that date at the Supplier's expense. If the Customer decides not to return early delivered goods, the goods are stored until the agreed delivery date at the Supplier's expense and risk.

6. PLACE OF FULFILLMENT OF OBLIGATIONS AND TRANSFER OF RISK

6.1. The place of fulfillment of obligations for both parties is the destination specified by the Customer, i.e. the delivery address specified in the order or contract in accordance with the agreed delivery term (parity).

6.2. Delivery is at the Supplier's risk; the transfer of risk occurs in accordance with the agreed delivery term (parity).

6.3. The Supplier bears the risk of accidental loss and accidental damage of the goods until the moment of handover in accordance with the agreed delivery term (parity).

7. TESTS AND INSPECTIONS

7.1. If the goods or services provided require testing and inspections, the Supplier shall bear the material costs and the costs of its personnel incurred in carrying out the tests and inspections. The Customer shall bear the costs of its personnel for testing and inspections.

7.2. The Supplier must notify the Customer that the services or goods are ready for testing or inspection at least one week before the date determined for testing or inspection. The Supplier must also agree with the Customer on the date of testing. If the product to be tested is not presented on that date, the costs of the Customer's testing personnel shall be borne by the Supplier. If defects are discovered and repeated or if additional tests are required as a result, the Supplier shall bear all material and personnel costs.

7.3. The Supplier shall bear the material and personnel costs for obtaining all necessary certificates.

7.4. The provisions of articles 7.2. and 7.3. are valid only if not otherwise agreed and confirmed in writing.

8. PACKAGING AND SHIPPING

8.1. The Supplier shall always pack, label, store, warehouse and ship the product in accordance with applicable legal regulations and the product specification, including product-specific requirements for packaging, storage and transport. The accompanying documents shall state the risk category and any other details if required by applicable regulations. This may include the provision of a valid and complete safety and technical data sheet.

8.2. Only environmentally friendly and health-safe materials may be used for packaging. The goods must be packaged in such a way as to avoid damage during transport and storage. Packaging should only be used to the extent necessary for the purpose. The Supplier must take back the packaging if this is required by law and other applicable regulations or if this has been agreed and confirmed in writing with the Customer.

8.3. The Supplier is liable for damage and bears all costs incurred due to non-compliance with the regulations referred to in Article 8.1. The Supplier is also responsible for whether its subcontractors comply with these regulations.

8.4. All shipments that cannot be accepted because the Supplier has not complied with the regulations in Article 8.1. shall be stored at the Supplier's expense and risk. The Customer has the right to determine the content and condition of such shipments.

9. QUALITY ASSURANCE

9.1. The supplier must establish and maintain an effective quality assurance program (e.g. in accordance with ISO 9000 or equivalent standards). The Supplier must demonstrate to the Customer, upon request, the implementation of appropriate measures.

9.2. The Customer has the right to check whether the Supplier applies quality assurance measures or may request that they be checked by third parties at the Supplier's expense.

9.3. The Customer may at any time request samples of the goods from the Supplier and at the Supplier's expense, especially if it is related to food products and packaging material. The Customer may carry out inspections in the area of influence of the Supplier and its suppliers without prior notice. The Supplier will ensure that the Customer's rights are exercised if necessary and in relation to its suppliers. The aforementioned inspections are for orientation purposes only and do not constitute a prior inspection of the goods in the capacity of inspection at goods intake. Therefore, the Customer may exercise all rights to the full extent in the event of defects identified during the goods intake inspection or during the shelf life of the goods.

9.4. The Supplier shall notify the Customer prior to any changes to the raw materials, sources of raw materials, production methods, production equipment or sites involved in the execution of the order or contract. Before implementing any such change, the Supplier must obtain the Customer's consent that the changes do not lead to unsuitability of the goods and/or services for use by the Customer. The Customer may cancel the order if the Supplier does not agree to this.

9.5. The Supplier shall ensure that all equipment and containers are cleaned with the greatest possible care before changing products. The Supplier shall immediately inform the Customer of any risk of contamination and any suspicion of contamination.

10. PAYMENT

10.1. The Supplier is obliged to submit an invoice to the Customer after delivery, i.e. after the service has been properly performed, stating all mandatory information required by applicable legal regulations and stating information related to the order (order number, goods or services).

10.2. The Customer may reject invoices that do not comply with the requirements of Article 10.1.

10.3. Payment is made within the agreed deadlines in accordance with applicable legal regulations. The payment deadline begins upon receipt of the invoice, but not before the order or contract has been fulfilled without defects.

10.4. In the event of defective deliveries, the Customer has the right to withhold payment in a proportionate amount until the delivery is properly completed.

10.5. The date of payment does not affect the warranty period start date and does not constitute unlimited acceptance of the product delivered or a waiver of potential warranty claims.

11. LIABILITY FOR DEFECTS AND OTHER WARRANTIES

11.1. The Supplier guarantees that the goods and/or services delivered by it are free from defects that could adversely affect their value or fitness for use, that they are characterized by the features prescribed or required by the contract or order and that they are suitable for the use specified in the contract or order. The Supplier further guarantees that the goods and/or services delivered by it comply with generally accepted professional rules and the latest requirements of state authorities, with the General Product Safety Act and the Obligations Act, with the relevant applicable safety requirements, occupational health and accident prevention requirements and with the applicable European Union (EU) regulations that are or will be in force at the time of delivery of the goods and/or service, for example with Regulation (EU) 2023/1115 of 31 May 2023 as well as with the national regulation that will (additionally) implement the said Regulation in Croatia or other applicable regulations of EU law.

11.2. The Supplier's responsibility includes also parts manufactured and/or supplied by subcontractors, as well as services provided by subcontractors.

11.3. The Supplier assumes a warranty for the properties and durability of the goods. The Supplier guarantees the properties of the goods and ensures that the goods will retain the properties defined in the order or contract within the period of use (guarantee of product durability). A material defect that occurs within the warranty period is considered to activate the warranty rights.

11.4. When taking over the goods, the Customer's obligation to carry out the inspection is limited to checking for defects that can be clearly identified during inspection at intake of goods by external control of the goods and the documents accompanying the shipment - these are visible defects. It is considered that a complaint about visible defects has been made without delay and in a timely manner if the Supplier receives such a complaint within eight working days of delivery of the goods.

11.5. Complaints of hidden defects are made without delay and in a timely manner if the Supplier receives such a complaint within eight working days of noticing a defect in the goods, and within the product's shelf life.

11.6. In the event of a discrepancy in the weight of the goods, the weight determined during the Customer's inspection of the goods upon receipt and intake shall be valid. The Supplier may prove that its determined weight was correctly ascertained by applying a generally accepted method, an official certified scale.

11.7. The Supplier is obliged, where applicable, for all goods that the Customer has claimed and not accepted or for goods that have been retained for inspection, to have ready a sufficient random sample of retained or non-accepted products, until resolution of all defects.

11.8. The Customer has the right, at its own discretion, to request the Supplier to remedy the defect or to make a new delivery. In such a case, the Supplier shall bear all costs incurred for the purpose of remedying the defect or making a new delivery. The Customer expressly reserves the right for compensation for damages.

11.9. If, in the event of a defective delivery within the additional period confirmed by the Customer, the Supplier fails to completely fulfil the order or contract (e.g. by remedying the defect or making a replacement delivery), the Customer has the right, at his own discretion, to purchase goods of the same type from a third party at the Supplier's expense and risk, the right to price reduction or to withdraw from the order or contract. In such a case, the Supplier shall also be fully liable for compensation.

11.10. Any exclusions or limitations of the Supplier's liability shall not apply, unless applicable regulations provide otherwise. In the event of defects, the Customer shall be entitled to compensation for the full amount of the damage.

11.11. The Supplier is liable for intent, gross negligence and any other carelessness, which also applies to its representatives, commissaries and assistants in the performance of its obligations. Liability is not subject to any limitations in terms of amount.

12. LIABILITY TO THIRD PARTIES

12.1. The Supplier must release the Customer from liability in relation to claims based on producer responsibility and claims based on the Obligations Act in connection with product liability if the cause is covered by the area of control or work of the Supplier or its subcontractors.

12.2. Within the scope of its own liability for damages, the Supplier must compensate all costs incurred by the Customer or in connection with the product recall campaign. The priorly said also applies to preventive product recall campaigns.

13. CUSTOMERS' DOCUMENTS

13.1. The Supplier must promptly, on its own initiative and free of charge make available documents of all kinds that the Customer needs for the use, assembly, set-up or installation, processing, storage, operation, maintenance, inspection, servicing and repairs of the delivered products.

13.2. The Supplier must timely request the internal standards (company standards) and guidelines of the Customer insofar as they have not already been delivered or made available to the Supplier.

13.3. The Customer reserves the right to all industrial property rights and copyrights to all documents that are physically or electronically transferred to the Supplier. The Customer reserves the right of ownership to all drawings, standards, guidelines, methods of analysis and other documents that the Customer transfers to the Supplier for the purpose of manufacturing the product to be delivered. The requirements that are set out in point 17. Confidentiality., also apply to the Customer's documents. Documents in respect of which the Customer retains ownership rights and/or which contain its business and operational secrets in drawings, standards, guidelines, methods of analysis and other documents may be used, reproduced or made available to third parties by the Supplier only for the Customer's purposes stipulated in the contract. Other requirements shall only apply with the Customer's written consent. All copies and reproductions that are no longer required for the execution of the contract or to fulfil legal obligations of preserving documents must be destroyed or returned to the Customer immediately upon request and/or, in the case of electronic documents, must be deleted.

14. RETENTION OF OWNERSHIP RIGHTS

14.1. The right of ownership of the goods is transferred to the Customer without restriction and regardless of payment of the price.

14.2. If, exceptionally, under the terms of an individual contract, the Customer and the Supplier have made the transfer of ownership conditional on payment of the purchase price, the Supplier's retention of ownership shall cease at the latest on the date of payment of the purchase price for the delivered goods. The Customer shall remain entitled, even before payment of the purchase price, to resell the goods in the ordinary course of business, including the assignment in advance of receivables arising from resale.

15. VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS

15.1. The Supplier shall indemnify and hold the Customer harmless from and against all costs and damages arising from claims by third parties based on infringement of intellectual property rights of third parties by the delivered goods or services and/or items when used in the manner specified in the contract. This obligation to release liability and indemnify includes all costs incurred by the Customer arising from or in connection with third-party claims.

16. DATA PROTECTION

16.1. Each contracting party is obliged at all times to comply with its respective obligations under applicable data protection laws and regulations (including, among others, Regulation (EU) 2016/679 "General Data Protection Regulation" (GDPR)).

16.2. The Supplier agrees that the Customer collects, processes and provides personal data about the Supplier to other companies if this is necessary for the purpose of implementing the order or contract.

17. CONFIDENTIALITY

17.1. All information received by the Supplier from the Customer verbally or in writing may only be used for the purposes specified in the order or contract, must be kept confidential and must not be disclosed to third parties without the Customer's prior written consent. Furthermore, the Supplier may only make the information available to those employees and subcontractors who are bound by an obligation of confidentiality and who need this information in order to be able to perform the contract between the Supplier and the Customer. At the Customer's request, the Supplier is obliged to confirm to the Customer in writing that these persons are bound by confidentiality.

17.2. The aforementioned confidentiality requirement also covers the request for quotation and order, as well as the work performed in this regard.

17.3. The above obligations do not apply to the following information, which were:

- already known to the Supplier at the time of disclosure, without the Supplier having an obligation to maintain their confidentiality in relation to the Customer
- disclosed to the Supplier by third parties who received or forwarded that information without breach of any obligation
- already publicly available at the time the Customer disclosed it
- which subsequently became publicly available through no fault of the Supplier.

17.4. The obligation to maintain confidentiality shall not apply either if disclosure of information to a court or government authority is required by a court order or by another government authority responsible for executing the order. If permitted in special circumstances, the Supplier shall immediately inform the Customer before forwarding the information to the court or government authority. The aforementioned obligation to maintain confidentiality shall continue to apply after compliance with the order, unless one of the aforementioned exceptions subsequently arises.

18. APPLICABLE LAW AND JURISDICTION

18.1. The contracting parties will endeavor to resolve any disputes amicably.

18.2. In case of disputes, the law of the Republic of Croatia shall apply, excluding rules on conflict of laws.

18.3. If the International Trade Rules (INCOTERMS) are contracted in the confirmed order without an indication of the year, the version that was in force at the time of the order is applied.

18.4. The court at the Customer's registered office has exclusive jurisdiction for disputes, unless otherwise agreed.

19. FINAL PROVISIONS

19.1. The Supplier may assign receivables against the Customer only with the Customer's express prior written consent.

19.2. The Supplier must immediately inform the Customer in writing of any transfer of the contract or order that has occurred by force of law and of any changes to its company name, address, legal representative and all other information relevant to the execution of the contract or order.

19.3. Force Majeure: If a contracting party is unable to fulfill its obligations in whole or in part due to Force Majeure, in particular due to fire, flood, explosion, earthquake, riot, natural force, war or terrorist activities, without any liability of the contracting party invoking force majeure, whereby such inability to fulfill obligations does not in any way result from its negligence or intentional or grossly careless unlawful conduct in fulfilling its obligations ("Force Majeure event"), such obligations shall be suspended to the extent that they are affected by the Force Majeure event, and in relation to such suspended obligations neither contracting party shall be liable to the other and shall not be considered to be in breach of the order or contract due to any delay in performance or failure to perform the order or contract.

19.4. If certain provisions of the contract are invalid or become invalid or unenforceable in whole or in part, this does not affect the validity of other provisions of the contract.

19.5. If some provisions are excluded from the contract or are invalid or unenforceable, the contracting parties will replace the invalid or unenforceable provision with a valid and enforceable provision that is economically as similar as possible to the original provision in terms of the common interests of the contracting parties.

19.6. The Customer will publish these General Terms and Conditions in Croatian and English. The Croatian version shall prevail in the event of any contradiction between the individual language versions.

Varaždin, March 2025.