**GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF SERVICES AND WORKS IN INA GROUP COMPANIES**

The General Terms and Conditions for the Procurement of Services and Works in INA Group companies (hereinafter: GTC) contain general rules and conditions under which INA Group companies as the Purchasers procure Services and Works from Contractors based on Contracts.

The GTC is considered an integral part of the concluded Contracts for the procurement of Services/Works and apply to all matters not regulated by a Contract.

In cases where there is a conflict between the provisions of the Contract and the provisions of the GTC, the provisions of the Contract shall prevail.

**1. DEFINITIONS**

1. **Call Off:** a request for the performance of certain Services and/or Works issued exclusively within the framework of the Frame Contract and represents an individual binding document for the Purchaser and the Contractor in accordance with the provisions of this GTC. If the Call Off is issued electronically from the SAP system or the Ariba system, it is valid without the Purchaser's signature and without the need for the Contractor's signature.
2. **INA Group:** INA-INDUSTRIJA NAFTE, d.d. and companies/legal entities in which INA-INDUSTRIJA NAFTE, d.d., as the parent company, has ownership or management control rights in accordance with the provisions of the Companies Act, or joint venture companies in which INA Group members have their shares.
3. **Contractor:** a natural person/legal entity who performs Services and/or Works for the Purchaser based on the Contract. The Contractor may be:

a. **Domestic Contractor:** a legal entity/natural person with a registered office or residence in the Republic of Croatia;

b. **Contractor from the European Union (hereinafter EU)**: a legal entity/natural person with a registered office or residence in an EU member state, who is not a domestic Contractor;

c. **Contractor from a "third" country:** a legal entity/natural person with a registered office or residence outside the Republic of Croatia or outside an EU member state.

1. Specific rules of this GTC or the Contract may apply to a certain type of Contractor, in which it must be evident from the relevant provision of the GTC/Contract which type of Contractor the provision applies to. If the general term Contractor is used in the provisions of the GTC/Contract, such a rule applies to all Contractors regardless of the place of registration of their registered office or residence.
2. MOL Group: means MOL Plc. and companies in which MOL Plc., as the parent company, directly or indirectly holds more than 50% of voting rights or in which MOL Plc., directly or indirectly, has majority ownership or a controlling interest based on a contract concluded with other owner(s)
3. **Supervisor:** an authorized person of the Purchaser who will supervise the performance of Services/Works.
4. **Purchaser:** a company/legal entity that is a member of the INA Group and is listed in the Contract as the Purchaser of the Services and/or Works.
5. **Contract:** the contract or contractual relationship concluded in writing between the Purchaser and the Contractor, based on which the Contractor performs the agreed Services/Works for the Purchaser, and the Purchaser pays the Contractor the agreed price. The Contract may be concluded by signing by all contracting parties or by accepting the offer or accepting the Purchase Order (in accordance with the exception referred to in point 12 of this Article). A specific type of Contract includes Frame Contracts in which the Purchaser is not obliged to order predetermined and contracted Services/Works but in accordance with the actual needs of the Purchaser through the conclusion of specific Contracts or issuing Call Offs by the Purchaser, whereby the term Contract includes the contract or contractual relationship established by concluding Frame Contracts, as well as concluding the mentioned specific Contracts and confirming/accepting the Call Off. The Contract minimally includes this GTC, as well as other clauses and documents necessary for the implementation of the Contract.
6. **Data Processing Agreement:** a contract concluded as an annex to the Contract in cases where the Contract entails the processing of personal data. The Data Processing Agreement is concluded based on the requirements arising from the General Data Protection Regulation (GDPR).
7. Specific rules of this GTC may specifically relate to Frame Contracts, where the relevant provision of the GTC will indicate that the specific provision specifically relates to such Contracts. Also, specific rules of this GTC may specifically relate to Purchase Orders and Call Offs, where the relevant provision of the GTC will indicate that the specific provision specifically relates to such acts. If the general term Contract is used in the provisions of the GTC, such rule applies to all Contracts, including Frame Contracts, Orders, Call Offs.
8. The Contract binds the Purchaser and the Contractor only if it is mutually signed, unless otherwise prescribed by this GTC.
9. By the Purchase Order, the offer of the Contractor is accepted, and the Contractor is obliged to perform the Services/Works without the need for the Contractor’s signature/confirmation. If the Purchase Order does not comply with the offer, the Contractor must notify the Purchaser within 3 days from the date of receipt of the Purchase Order whether the Contractor accepts or rejects the Purchase Order. If the Contractor does not respond to the acceptance/rejection of the Purchase Order, it is considered that the Contractor has rejected the Purchase Order.
10. A Purchase Order issued electronically from the SAP system or the Ariba system, with a total net value below EUR 1,000.00, is valid without the Purchaser's signature.
11. **Services/Works:** all Services/Works except construction Works, which are the subject of the Contractor's performance.
12. **Contracting Parties:** the Purchaser and the Contractor jointly.

**2. PRICE**

1. The price of Services/Works represents the value of the Services/Works that the Purchaser pays to the Contractor and is stated in the Contract/Purchase Order. The price in the Contract/Purchase Order can be stated either in total amount or in the form of unit prices without stating the total price of Services/Works (in the case of Frame Contracts where the quantity of Services/Works is not known in advance).
2. The price (total or unit) of Services/Works includes all dependent costs, fees, charges, or any other expenses that may arise during the implementation of the Contract, except VAT.
3. The unit/total price of Services/Works does not include VAT, which will be calculated according to applicable legal regulations and separately stated on the invoice issued by the Contractor to the Purchaser.
4. If Services/Works are performed for which VAT will not be charged or which are exempt from VAT, the invoice must state that VAT has not been charged, citing the relevant and applicable legal basis.
5. The unit/total price of Services/Works is fixed/unchangeable during the validity of the Contract.

**3. INVOICING AND PAYMENT**

1. Payment of the contract price is made based on one (1) original invoice issued after the Handover Minutes of Services/Works has been mutually signed by authorized representatives of the Purchaser and the Contractor.
2. In the case of a Frame Contract, the Contractor issues a separate invoice for each Call Off.
3. The Contractor issues the invoice for the performed Services/Works to the Purchaser no later than 2 (two) business days from the date of mutual signing of the Handover Minutes of Services/Works.
4. The billing period for which the invoice is issued cannot be longer than one month (unless otherwise specified in the Contract). The delivery date must be identical to the date of mutual signing of the Handover Minutes of Services/Works. If the signing dates on the Handover Minutes of Services/Works differ, it is considered that the Handover Minutes was mutually signed on the later date.
5. The invoice can be issued on paper or in electronic form, in accordance with legal regulations.
6. In the case of issuing a paper invoice, the invoice is delivered to the Purchaser's address stated in the Contract/Purchase Order.
7. In the case of issuing an electronic invoice, it is primarily issued in a structured format (e.g., XML format) and is sent via an information intermediary. In the case of issuing an electronic invoice in any other electronic format, the Purchaser’s prior consent is required.
8. In addition to the legally required elements in accordance with the VAT Act, a domestic invoice must also contain the following:

a. Payment deadline

b. Contract/Call Off number (number from the SAP system) under which the invoice is issued

c. SES number from the SAP system or in the case of Purchasers who do not use the

SAP system - the Handover Minutes of Services/Works number

1. Provided that the invoice is correct and issued in accordance with the provisions of this Article, the Purchaser will pay the invoice amount to the Contractor within 60 (sixty) days from the mutual signing of the Handover Minutes of Services/Works.
2. If the invoice is not correct, no payment obligation arises, and the Purchaser will return the original invoice to the Contractor for correction. The Contractor is obliged to deliver the corrected invoice to the same address within 3 days.
3. An invoice issued by a foreign Contractor will be issued in accordance with the legal regulations of the Contractor's country and it must also contain the elements listed in paragraph 8 of this Article. In the case of a Contractor from the EU, the invoice must contain the Contractor’s valid VAT ID number.
4. **Calculation of payment deadlines for domestic Contractors and default interest:**

If the due date of the payment falls on a non-working day (non-working days are: Saturday, Sunday, holidays, and other non-working days determined by legal regulations in the Republic of Croatia), the obligation will be settled on the next banking day. In the event of late payment, the Contractor has the right to charge default interest at the rate of the applicable statutory rate from the due date until the date of payment, taking into account the number of calendar days in the year. The payment deadline for calculating default interest is 15 (fifteen) days from receipt.

1. **Calculation of payment deadlines for Contractors from the EU and Contractors from "third" countries**

In the event that the payment obligation falls due on a Saturday, the obligation shall be settled on the previous banking day. If the payment obligation falls due on a Sunday, public holiday, or other non-working day determined by legal regulations in the Republic of Croatia / the Contractor’s country, the obligation shall be settled on the next banking day in the Republic of Croatia / the Contractor’s country.

Bank charges incurred in Croatia shall be borne by the Purchaser, while all other bank charges (including correspondent bank fees, if any) incurred outside of Croatia shall be borne by the Contractor. Any payment made after the agreed payment deadline, in accordance with the aforementioned, shall be considered a late payment.

In the case of late payment, the Contractor is entitled to charge default interest at the rate of the 1-month EURIBOR plus 2 percentage points (p.p.) per annum, in the case where the payment currency is EUR, or at the rate of the 1-month Term SOFR plus 2 percentage points (p.p.) per annum, in the case where the payment currency is USD. EURIBOR denotes the 1-month EURIBOR rate published in the Bloomberg information system on the first business day of the month of delay. The 1-month Term SOFR denotes the rate of the 1-month “CME Term SOFR reference rate” administered by CME Group Benchmark Administration Ltd. (or any other entity taking over the administration of this rate) as published on the due date on the Bloomberg page displaying this rate (or, in the event this rate does not appear on such a page or screen, on the successor or substitute page on such a screen displaying this rate, or on the appropriate page of another information service that publishes such rates from time to time), and/or on <https://www.cmegroup.com/market-data/cme-group-benchmark-administration/term-sofr.html>.

Default interest is calculated based on the actual number of days elapsed from the due date of the payment to the date of fulfillment of the payment obligation, considering a 360-day year.

The deadline for the payment of calculated default interest is 15 (fifteen) days from its receipt.

**4. CALL OFF**

1. In the case of Frame Contracts, the Purchaser shall issue a separate Call Off for each ordering of specific Services/Works to the Contractor.
2. The Call Off shall contain the following information:
3. The number and date of the Call Off,
4. the number of the Contract,
5. a description and quantity of Services/Works,
6. the unit and total price of Services/Works,
7. the time and deadline for execution,
8. other necessary information.
9. After the Purchaser issues the Call off, the Contractor must confirm the Call off within 5 (five) calendar days of receipt. If the Contractor does not respond to the Call off within the specified timeframe, it shall be deemed that the Call off is confirmed. The Contractor has the right to refuse to confirm only the delivery date, in which case the Contractor is obliged to propose an alternative date for all or only certain items in the Call off, which the Purchaser may accept or reject. The proposed change in the delivery date cannot exceed the deadline agreed upon in the Contract, if such a deadline has been stipulated. Once the Contractor confirms the Call off or does not respond within the specified timeframe, or if the Purchaser confirms the new date or only some of the dates while rejecting others, the Call off becomes binding with respect to the confirmed items, and the Contractor is obligated to deliver, while the Purchaser is obligated to accept the Goods ordered and confirmed in the Call off. The Purchaser may, for justified reasons, replace or withdraw an issued Call off, but only with the Contractor's written consent. The Contractor shall not unreasonably withhold such written consent.
10. The Call Off shall be delivered to the Contractor in accordance with Article 20 of this GTC.

**5. CALCULATION OF OTHER TIME LIMITS**

1. It is determined that all other deadlines under the Contract shall be calculated in calendar days, unless specifically regulated by the Contract to be calculated in business days.
2. A business day is considered any day except Saturday, Sunday, holidays, and other non-working days determined by legal regulations in the Republic of Croatia. If the last day of the period calculated in calendar days falls on a day that is not considered a business day, the deadline for execution shall fall on the next business day.

**6. INTRODUCING THE CONTRACTOR TO THE WORK**

1. For those Services/Works where it is necessary for the Purchaser to perform certain preliminary activities before the commencement of the Services/Works by the Contractor (for example, the Purchaser must hand over the location where the Services/Works will be performed, and/or the Purchaser must provide certain documentation without which the Services/Works cannot be performed, etc.), the Purchaser is obliged to introduce the Contractor to the work within the time frame defined in the Contract.
2. For the introduction to the work, the Purchaser shall previously specifically invite the Contractor, indicating the date and time of the introduction to the work. Special Minutes shall be drawn up on the introduction to the work, and from that moment all deadlines related to the execution of the Services/Works by the Contractor shall commence.
3. If the Purchaser is unable to introduce the Contractor to the work within the time frame specified in paragraph 1 of this Article, the Purchaser shall proceed with the introduction to the work as soon as possible, promptly notifying the Contractor, in which case the deadlines for the execution of the contracted Services/Works shall be suspended during the period in which the introduction is not possible.
4. If the Contractor does not attend the introduction to the work or does not commence the execution of the Services/Works immediately upon introduction to the work, the Purchaser shall set a new date for the introduction to the work or the commencement of the execution of the Services/Works. If the Contractor again fails to attend the introduction to the work or does not commence the execution of the Services/Works immediately upon introduction to the work, the Purchaser reserves the right to unilaterally terminate the Contract without the need to set further subsequent deadlines for the Contractor.

**7. TIME PERIOD AND SCHEDULE OF SERVICES/WORKS PERFORMANCE**

The Contractor undertakes to perform the Services/Works within the deadline and according to the dynamics specified in the Contract. When the Contractor is required to create a specific Schedule for the execution of the Services/Works, the Contractor is obliged to adhere to such a Schedule.

**8. SUPERVISION**

1. The Purchaser undertakes to timely inform the Contractor in writing, before the commencement of the Services/Works, of the names of the person(s) who will exercise the supervision over the execution of the Services/Works (hereinafter: the Supervisor), i.e. whether the Services/Works are being executed in accordance with the Contract. The Contractor is obliged to facilitate the unobstructed performance of this supervision and to comply with all instructions from the Supervisor.
2. The Supervisor is authorized to act exclusively within the framework of the Contract and is, among other things, authorized to approve or reject the Handover Minutes of the Services/Works. Any instruction from the Supervisor that would mean exceeding the scope of the contracted work has no legal significance and does not bind the Contractor. If the Contractor executes such an instruction, they do so at their own risk and expense. To be binding on the contracting parties, any increase in the scope of the contracted work must be regulated through the conclusion of a special Annex to the Contract.
3. The Supervisor is authorized to halt the execution of the Services/Works if it determines that the Contractor is not performing them in accordance with the contractual terms, applicable regulations, standards, and professional rules.
4. If the Contractor believes that complying with the Supervisor's instructions might be detrimental to the Purchaser, or that in order to ensure the quality execution of the Services/Works, or to prevent potential damages, it would be necessary to execute the Services/Works differently, or if they believe that part of the Services/Works does not need to be executed (which could lead to significant financial savings for the Purchaser), they are obliged to immediately inform the Supervisor of this and about the proposed actions, and to request written feedback. If they fail to do so, they shall be liable to the Purchaser for any resulting damages. The Contractor is obliged to act in accordance with the written feedback from the Supervisor or other responsible persons of the Purchaser. If no written feedback is provided by the Supervisor or the Purchaser within 7 business days, it shall be considered that the Purchaser does not agree with the Contractor's proposal.
5. The Purchaser has the right to change the Supervisor at any time and is obliged to inform the Contractor of such a change in a reasonable period.

**9. PARTICIPATION OF SUBCONTRACTORS**

1. The Contractor has the right to partially delegate the execution of the Services/Works only to the subcontractor specified in Contract.
2. If a subcontractor is not specified in the Contract, and during the execution of the Services/Works, the need for their engagement arises, or if the Contractor decides to engage another/new subcontractor in addition to or instead of the current subcontractor, the Contractor is obliged to obtain the Purchaser's written consent before their engagement.
3. If a subcontractor of Contractor’s subcontractor is not specified in the Contract, and the Contractor's subcontractor needs to engage such a subcontractor, the Contractor is obliged to obtain the Purchaser's written consent before the engagement of subcontractor by their subcontractor. To eliminate any doubt, the requirement to obtain prior written consent from the Purchaser applies to the engagement of any further subcontractors in the contracting chain.
4. The given consent to the Contractor for the engagement of a subcontractor does not affect the legal relationships and mutual rights and obligations between the Contractor and the Purchaser, nor does it release the Contractor from responsibility for the execution of the Contract.
5. The Contractor is responsible for the selection and work of all subcontractors engaged by them or by their potential subcontractors, including the damage that they may cause.
6. If the Purchaser determines that there is a basis for the exclusion of a subcontractor, the Purchaser has the right to request from the Contractor to replace the subcontractor within a reasonable period. In exceptional cases, which need to be justified, the Purchaser has the right to request the immediate replacement of the subcontractor upon receipt of the request for exclusion of the subcontractor. Reasons for excluding a subcontractor include, among other justified reasons, the reasons prescribed as grounds for terminating the Contract with the Contractor in accordance with the provisions of this GTC and the Contract.

**10. HANDOVER AND ACCEPTANCE**

1. The Contractor is obliged to immediately notify the Purchaser of the completed Service/Works upon the total completion of the Services/Works, or upon the completion of a specific phase or part of the Services/Works in accordance with the Contract.
2. Upon receipt of the aforementioned notice, the contracting parties shall initiate the handover procedure in the presence of the Purchaser's Supervisor (and, if necessary, other responsible persons of the Purchaser) and the authorized representative of the Contractor. In the event that no deficiencies are identified during the handover, the authorized representatives of the contracting parties shall draft and mutually sign a Handover Minutes of the Services/Works.
3. From the moment of mutual signing of the Handover Minutes of the Services/Works, the deadlines for payment by the Purchaser commence.
4. If deficiencies are identified during the handover, the Services/Works will not be handed over. In such a case, the authorized representatives of the contracting parties shall draft and sign a separate Minutes in which the nature of the identified deficiencies will be determined and a deadline for their rectification will be set. This deadline shall be considered a subsequent appropriate period for the execution of the Services/Works.
5. The Contractor is obliged to immediately proceed with the rectification of the identified deficiencies. If the Contractor exceeds the originally agreed deadlines for the execution of the Services/Works due to the rectification of deficiencies, they shall be obliged to pay the Purchaser the amount of the contractual penalty for the delay period, in accordance with the provisions of this GTC.
6. If the Contractor does not rectify the identified deficiencies within the deadline specified in the separate Minutes, the Purchaser has the right to rectify the deficiencies themselves or to engage a third party for the rectification of the deficiencies at the risk and expense of the Contractor, or they may terminate the Contract. In the previously described case of deficiency rectification, the Purchaser shall pay the Contractor the price of the Services/Works reduced by the value of the work and materials invested by the Purchaser in rectifying the identified deficiencies when the Purchaser rectifies the deficiencies themselves, or reduced by the cost incurred by the Purchaser towards a third party for rectifying the identified deficiencies when the Purchaser engages a third party for rectifying the deficiencies.
7. In addition to the request for rectification of deficiencies, the Purchaser has the right to demand compensation from the Contractor for the damage suffered due to these deficiencies.

**11. RISK OF ACCIDENTAL DAMAGE OR DESTRUCTION AND OWNERSHIP**

The risk and consequences of accidental loss of or damage to the equipment and materials that the Contractor must deliver to the Purchaser within the Services/Works (as well as to the equipment and materials handed over or provided by the Purchaser for the execution of the Services/Works) and to the completed Services/Works (or their part when the Services/Works are performed in phases/parts), until the moment of successfully completed handover of the Services/Works, shall be borne by the Contractor.

If the subject of the Contract is the delivery and/or installation of certain goods, materials and/or equipment, ownership of the same is transferred to the Purchaser upon handover of the Services/Works as part of which the same are delivered and/or installed, and if the Services/Works are performed in phases/parts then when confirming that the phase/part has been completed.

**12. STATEMENT OF THE QUALITY OF THE PERFORMED SERVICES**

1. The Contractor guarantees/warrants that the Services/Works subject to the Contract will be performed with the diligence of a prudent professional, applying, and adhering to all relevant standards and professional rules, as well as applicable regulations for the contracted type of Services/Works.
2. Unless otherwise stipulated by the Contract, the Contractor's liability for visible and hidden defects in the performed Services/Works shall be determined in accordance with the relevant provisions of the Croatian Civil Obligations Act.
3. In addition, the Contractor's liability for construction defects concerning the fulfillment of legally prescribed essential requirements for the building and defects of the land on which the building is erected shall be determined in accordance with the provisions of the Croatian Civil Obligations Act, and such liability cannot be excluded or limited by the Contract.
4. If the statutory deadlines are longer than those defined by the Contract, the statutory deadlines shall apply.
5. The Contractor is obliged, upon the first written request of the Purchaser, to rectify at their own expense and risk all defects arising from their omission, poor-quality work, and which do not meet the agreed purpose and quality. The Purchaser is obliged to notify the Contractor immediately upon noticing the defect. If the Contractor does not commence the rectification of defects upon the Purchaser's first written request or does not rectify the defects within a set reasonable period, the Purchaser has the right to rectify the defects themselves or to engage a third party for rectifying the defects at the risk and expense of the Contractor, or they may terminate the Contract. When exercising the aforementioned right, the Purchaser is obliged to act as a prudent businessman. In the previously described case of defect rectification, the Contractor shall be obliged to pay the value of the work and materials invested by the Purchaser in rectifying the identified defects when the Purchaser rectifies the defects themselves or to pay the cost incurred by the Purchaser towards a third party for rectifying the identified defects when the Purchaser engages a third party for rectifying the defects.
6. Regardless of the other rights stated in this Article, the Purchaser has the right to demand compensation from the Contractor for the damage suffered due to the aforementioned defects.

**13. INSURANCE**

1. Without prejudice to the obligations of the parties under the Contract, the Contractor shall, at their own expense, obtain and maintain the insurances defined by the Contract, ensuring that any material changes to the insurance policies are made only with the prior written consent of the Purchaser.
2. The Contractor shall, at their own expense, obtain and maintain the following:
3. Employee liability insurance with a minimum limit of EUR 66,500.00.
4. General third-party liability insurance, with a limit according to the value of the Contract.
5. Professional liability insurance, if the nature of the Contract requires it.
6. Environmental liability insurance, if the nature of the Contract requires it.
7. It is determined that any agreed deductible for the insurance specified in this Article shall be borne by the Contractor.
8. The Contractor undertakes to require the insurances defined by the Contract from each engaged subcontractor.
9. The Contractor undertakes to provide the Purchaser with a Certificate of Insurance addressed to the Purchaser for the insurance specified in this Article, 15 days before the commencement of the Services/Works, confirming that the Contractor has concluded the insurance contract with the insurer, specifying the policy number, type and period of insurance, limits, deductibles, and terms of insurance, including the following mandatory clauses:
10. "If the above-mentioned insurance is to be terminated for any reason before the expiration of the policy or is to be materially changed, the insurer undertakes to notify the holder of this certificate 30 days prior to the announced termination or change."
11. "The insurer waives the right of subrogation against the Purchaser."
12. The Insurance Certificate constitutes an integral part of the Contract and is attached as an Appendix.

**14. CONTRACTUAL PENALTY**

1. If the Contractor is late in performing the Services/Works, where delay is defined as the failure to commence or complete the Services/Works in accordance with the deadlines agreed in the Contract, the Contractor shall be obliged to pay the Purchaser a contractual penalty for each day of delay, amounting to 0.5% of the Contract value. The maximum amount of the contractual penalty that the Purchaser is entitled to claim from the Contractor is 10% of the Contract value. The Purchaser has the right to the contractual penalty even if its amount exceeds the actual damage suffered, or even if no damage was suffered. If the damage suffered by the Purchaser is greater than the amount of the contractual penalty, the Purchaser has the right to demand the difference up to the full compensation for the damage.
2. The period during which the contractual penalty is calculated also represents a subsequent appropriate period for the fulfillment of the Contractor’s contractual obligation. If the Contractor does not fulfill their obligation even after reaching the maximum amount of the contractual penalty, the Purchaser has the right to terminate the Contract without the need to grant any further subsequent deadlines to the Contractor.
3. In contracts with partial performance of the Services/Works, the contractual penalty for failure to commence or delay in performing the Services/Works in accordance with the agreed deadlines is calculated for each day of delay, amounting to 0.5% of the value of the agreed partial performance, or of the value of the Call Off in the case of Frame Contracts. The maximum amount of the contractual penalty for the agreed partial performance or Call Off is 10% of the value of the agreed partial performance or Call Off. If the Contractor does not perform the Services/Works even after reaching the maximum amount of the contractual penalty, the Purchaser has the right to partially terminate the Contract for the specified performance or terminate the Call Off without the need to grant any further subsequent deadlines to the Contractor. The cumulative amount of the contractual penalty for partial performance cannot exceed 10% of the Contract value. Upon reaching the said cumulative amount, the Purchaser also has the right to terminate the Contract, without the need to grant any further subsequent deadlines for performance to the Contractor.
4. The Contractor is aware of the deadlines for the performance of the Services/Works, and the Purchaser is not obliged to specifically warn the Contractor of their delay concerning the agreed deadlines, nor are they obliged, in the case of delay, to specifically demand the performance of the Services/Works while retaining the right to claim the contractual penalty. However, if the Services/Works are not commenced or completed even after reaching the maximum amount of the contractual penalty, the Purchaser is obliged to inform the Contractor whether they will terminate the Contract or continue with its execution, in which case they must grant the Contractor a new subsequent deadline for the commencement or completion of the Services/Works.
5. In the case of continuing with the execution of the Contract, the contractual penalty does not apply to the new additional deadline for the commencement or completion of the Services/Works, unless the contracting parties specifically agree otherwise in writing.
6. Regarding the accrued amount of the contractual penalty, the Purchaser has the right to issue an invoice to the Contractor for the amount of the contractual penalty, which the Contractor is obliged to settle within 14 days of receiving the invoice.
7. The contractual penalty that may be agreed upon in the Data Processing Agreement is independent of the contractual penalty regulated by the Contract and may be collected regardless of the agreed contractual penalty stipulated in the Contract.
8. In the case of a contractual penalty stipulated in the Data Processing Agreement, the Purchaser also has the right to issue an invoice for the amount of the contractual penalty, which the Contractor is obliged to pay within 14 days of receiving the invoice.

**15. TERMINATION OF CONTRACT**

1. Each contracting party has the right to terminate the Contract if the other contracting party violates its provisions, as well as the provisions of this GTC, and does not remedy such breaches within a subsequent appropriate period determined by this GTC, or if such a period is not defined by the GTC, within a subsequent appropriate period granted by the other contracting party.
2. The notice of breach is delivered by the contracting party to the party in breach in written form, by one of the communication methods defined in the "OFFICIAL COMMUNICATION" provision of this GTC, from which the subsequent period begins to run, except in cases where the subsequent period is directly determined by this GTC due to a breach of contractual obligations, in which case it is not necessary to send a notice for the subsequent period to begin. If the party in breach does not remedy their breaches in the subsequent period, the other party has the right to terminate the Contract, of which they must inform the violator in the same manner.
3. In addition to the aforementioned in paragraph 1 of this Article, the Purchaser reserves the right to unilaterally terminate the Contract, with immediate effect, in the event of the following conduct of the Contractor, which is considered a gross breach of the Contract:
4. If the Contractor seriously violates the provisions of the Data Processing Agreement, or
5. if the Contractor breaches the confidentiality obligation of this GTC, or
6. if the Contractor, through their statement or behavior/action, damages the business reputation of the Purchaser, or
7. in the case of repeated breaches (delays/improper performance) of the Contractor's contractual obligations, or
8. if it is evident from the Contractor's conduct that they will not fulfill their contractual obligation even within a subsequent period, or if the Contractor declares that they will not fulfill their contractual obligation at all , or
9. if the Contractor becomes illiquid and/or insolvent, or if a bankruptcy petition is filed against the Contractor or such proceedings are initiated, or if liquidation proceedings are initiated against the Contractor, or if the Contractor comes under special management according to relevant legislation, or
10. if the Contractor or their authorized person seriously violates the legal or internal regulations of the Purchaser related to health, safety, and environment, which apply at the premises/location of INA Group members, or
11. if the Contractor or their authorized person violates the provisions of the Purchaser's Code of Ethics.
12. The Purchaser also has the right to terminate the Contract if the execution of the Contract is not possible without processing personal data that is found to violate data protection regulations, without any adverse consequences for themselves or without the obligation to compensate the Contractor for any damages.
13. In the event of termination of the Contract, the Purchaser has the right to claim and retain the accrued contractual penalty, penalties for breaching HSE provisions, accrued contractual penalty under the Data Processing Agreement, as well as other amounts based on the agreed performance guarantees and other agreed security instruments.
14. The provisions of Articles 12, 14, 17, 19, 22, 23, 27, and 28 of this GTC, as well as all other provisions of this GTC and the Contract of which this GTC is an integral part, that are expressly or by their nature intended to remain in force after the termination of the Contract, will remain in full force and effect after the termination of the Contract and notwithstanding the termination, until fulfilled or until their natural expiration.

**16. FORCE MAJEURE**

1. Force majeure shall be understood as any circumstance whereby the fulfillment of a contractual obligation by one Contracting Party becomes impossible (partially or entirely) due to extraordinary external events occurring after the conclusion of the Contract and before the fulfilment of the contractual obligation, which could not have been foreseen at the time of concluding the Contract, nor could they have been prevented, avoided, or removed by the Contracting Party, and for which neither Contracting Party is responsible.
2. If the fulfillment of a contractual obligation by one Contracting Party becomes permanently and entirely impossible, the obligation of the other Contracting Party shall cease as well, and the Contract shall be deemed to have been terminated by force of law.
3. If the fulfillment of a contractual obligation by one Contracting Party becomes impossible due to events previously described as force majeure, the affected party shall immediately inform the other Contracting Party orally (by telephone) and in writing no later than within 3 business days from the occurrence/cessation of the force majeure event, providing an assessment of the extent and duration of the inability to fulfill the contractual obligation. The Contracting Party failing to comply with this requirement shall be liable to the other Contracting Party for any damage suffered due to the failure to provide such a notice. As soon as possible, the Contracting Party affected by force majeure shall provide the other Contracting Party with other relevant evidence establishing the occurrence and duration of the force majeure event. The Contracting Party failing to comply with this requirement shall be liable to the other Contracting Party for any damage suffered due to the failure to submit such a notice.
4. If the Contractor is prevented from fulfilling their contractual obligations due to a force majeure event for more than 30 (thirty) days, the Purchaser shall have the right to unilaterally terminate the Contract immediately upon receiving the notice of the occurrence of the force majeure event without any detrimental consequences to themselves or obligation to compensate the Contractor for any damage, to which the Purchaser irrevocably agrees.

**17. PERFORMANCE GUARANTEE**

1. If a performance guarantee is agreed upon, it shall be in the form of a bank guarantee regulated in Contract.
2. The basic criteria for accepting a bank guarantee are:
3. the acceptability of the issuing bank,
4. payability upon first written demand,
5. that it is without cavil or objection,
6. unconditional and irrevocable,
7. with a minimum validity period of 30 days beyond the contracted delivery period/validity of the Contract.
8. Instead of a bank guarantee, the Contractor may deposit an interest-free monetary deposit in the same amount to the Purchaser’s IBAN specified in each Contract.
9. The termination of the Contract does not affect the validity of the bank guarantee and any rights and obligations of the contracting parties arising from the bank guarantee and this provision.
10. The termination of the Contract does not affect the interest-free cash deposit paid pursuant to paragraph 3 of this Article or the Purchaser's right to retain the interest-free cash deposit and collect their claims from it for the purpose for which it was paid.

**18. CESSION OF CLAIMS AND ASSIGNMENT OF CONTRACT**

1. The Contractor cannot cede their monetary claim under the Contract, in whole or in part, to a third party without the prior written consent of the Purchaser.
2. Neither contracting party may transfer the Contract to a third party without the prior written consent of the other contracting party.
3. The written consent must be signed by the person authorized to represent the contracting party. Otherwise, it shall have no legal effect.

**19. CONFIDENTIALITY**

1. The contracting parties mutually agree that this Contract, documents and information related to the realization of the Contract, as well as documents and information related to the other Contracting Party and their business, received or obtained by one Contracting Party from the other party at any time and in any manner, shall be considered business secrets and confidential (Confidential Information) and shall not be disclosed or made available to third parties without the prior written consent of the other Contracting Party nor used for purposes outside the scope of the execution of the Contract.
2. This obligation to maintain the confidentiality of Confidential Information does not apply to the following information:
	1. Publicly known information or information that becomes publicly disclosed later on – unless the confidential information is published due to the intent or negligence of the Contracting Party receiving the information,
	2. information available to the Contracting Party receiving the information prior to the date of the Contract,
	3. information that the Contracting Party receiving the information obtained from a third party not bound by an obligation of confidentiality regarding such information,
3. information disclosed or revealed in accordance with the law, stock exchange regulations, or official regulations or orders of some other competent body, to the prescribed extent and form.
4. The Contracting Parties have the right, without the prior written consent of the other Contracting Party, to disclose Confidential Information to their Affiliated Companies and persons providing them with financial-accounting, consulting, insurance, or other similar financial or legal services, to the extent necessary for the provision of such services. However, before disclosing Confidential Information to such persons, the Contracting Party must ensure the obligation of confidentiality regarding the Confidential Information from each such person in written form and with content consistent with the confidentiality provisions of this Article.
5. For the purposes of this GTC, an “Affiliated Company” is defined as: a legal entity that controls and/or is controlled by the Contracting Party, and/or a legal entity controlled by the legal entity controlling the Contracting Party. “Control” means (i) ownership or control (direct or indirect) of more than fifty percent (50%) of the equity capital with voting rights of the subject company or legal entity, (ii) more than fifty percent (50%) of the voting rights at the general meeting of the subject company or legal entity on all or substantially all matters, (iii) the right to appoint or dismiss members of the board of the subject company or legal entity who have a majority of voting rights at board meetings on all or substantially all matters, and/or (iv) the right to influence the subject company or legal entity based on a contract or other legal relationship.
6. Disclosure of Confidential Information shall not in any way be construed as a direct, indirect, or other granting of a license, ownership right, copyright, title, or interest of any kind to the receiving party regarding the Confidential Information.
7. The contracting party that has made Confidential Information available without authorization and contrary to the provisions of this Article shall be liable to the other Contracting Party for the damage suffered as a result.
8. The obligation to maintain confidentiality of information remains in effect for two (2) years after the termination or expiration of the Contract. If the applicable law prescribes a longer period for maintaining the confidentiality of Confidential Information, the obligation to maintain confidentiality for such Confidential Information shall apply according to the applicable law.

**20. OFFICIAL COMMUNICATION**

1. All official notices that the contracting parties send to each other in the course of executing the Contract must be communicated exclusively in writing, using one of the following methods of communication:

a. By registered mail to the address of the contracting party's registered office.

b. By electronic mail to the email addresses of the contact persons of the contracting parties indicated in the Contract/Purchase Order.

If the Call Off is issued through the Ariba system, it shall be delivered, confirmed, modified, and rejected through the same system.

1. If the Purchase Order is issued through the Ariba system, it is also delivered through the same system.
2. Upon delivery of the notice in the manner specified to the other contracting party, the delivery is considered duly executed on the date the notice was sent.

**21. MODIFICATIONS AND AMENDMENTS TO THE CONTRACT**

1. Amendments and modifications to the Contract shall only be legally binding if agreed in written form and duly signed by authorized representatives of both contracting parties, unless otherwise prescribed by this GTC. Any verbal agreements or verbal statements by representatives of the contracting parties shall have no legal significance nor bind any contracting party.
2. Changes in the data of the Purchaser or Contractor recorded in the court register, particularly concerning changes in the company name, headquarters, founders, banks of the Purchaser/Contractor, during the conclusion and implementation of the Contract, as well as their contact persons specified in the Contract, shall not be considered amendments to the Contract. The contracting party to whom the above change relates shall be obliged to notify the other contracting party in writing within 10 days of the occurrence of the change in the mentioned data, unless a shorter period is provided in the Contract.

**22. SETTLEMENT OF DISPUTES AND THE GOVERNING LAW IN CASE OF DOMESTIC CONTRACTORS**

1. The contracting parties agree that they will resolve any disputes arising from the Contract and in connection with the Contract primarily through mutual agreement.
2. If the contracting parties do not succeed in resolving the dispute arising from the Contract and in connection with the Contract through mutual agreement within a reasonable period, they agree to the jurisdiction of the competent court in Zagreb.
3. It is determined that Croatian law shall apply to the validity and interpretation of the Contract and GTC, and in case of a legal dispute regarding their application.
4. The provisions of this Article shall also apply to disputes arising from any termination, including in connection with the termination of the Contract.
5. The termination of the Contract does not affect the validity of the provisions of this Article, and the contracting parties agree that the provisions of this Article shall continue to apply in such cases.

**23. SETTLEMENT OF DISPUTES AND THE GOVERNING LAW IN CASE OF EU CONTRACTORS AND “THIRD COUNTRY” CONTRACTORS**

1. Croatian law shall apply to this GTC, all Contracts of which this GTC forms an integral part, as well as all disputes arising therefrom, excluding any conflict of laws rules that would refer to the law of another country. The contracting parties also exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) to the concluded Contract, as well as the application of the Special Construction Usages.
2. The contracting parties shall endeavor to resolve any disagreements or disputes arising from the GTC and the Contracts of which this GTC forms an integral part or in connection therewith through negotiations. If an agreement is not reached within 30 (thirty) days, either contracting party may, upon written notice to the other party, submit the matter to arbitration as specified below in this Article.
3. All disputes arising from or in connection with this GTC and all Contracts of which this GTC forms an integral part, including disputes relating to their valid formation, breach, or termination, as well as the legal effects arising therefrom, shall be finally resolved by arbitration before the Permanent Arbitration Court of the Croatian Chamber of Economy and in accordance with the applicable Arbitration Rules of the Permanent Arbitration Court of the Croatian Chamber of Economy (Zagreb Rules).
4. For disputes of a value up to 100,000.00 EUR, the number of arbitrators shall be one (1). For disputes of a value of 100,000.00 EUR or more, the number of arbitrators shall be three (3).
5. The language of arbitration shall be English.
6. The place of arbitration shall be Zagreb, Croatia.
7. The arbitration shall decide in accordance with the applicable law specified in this Article, and not ex aequo et bono.
8. The contracting parties waive the right to appeal against the arbitration decision to any court or judicial authority. The arbitration award is final and binding on the contracting parties and may, if necessary, be enforced through any court or other competent authority.
9. The provisions of this Article shall also apply to disputes arising from and in connection with the termination of the Contract.
10. The termination of the Contract does not affect the validity of the provisions of this Article, and the contracting parties agree that the provisions of this Article shall continue to apply in such cases.

**24. ACCESSION TO THE CONTRACT**

1. The Contractor agrees that if a member of the INA Group enters into a Contract for the execution of Services/Works (hereinafter: Basic Contract) with any member of the INA Group as the Purchaser, during the validity of the Basic Contract, each member of the INA Group has the right to accede to the Basic Contract at any time. Accession to the Basic Contract is performed by issuing a signed Declaration of Accession (hereinafter: Declaration) by the acceding member of the INA Group, which is sent to the Contractor at the address of their business headquarters specified in the Contract by registered mail. In the case of signing the Declaration of Accession with a qualified electronic signature, it is sent by electronic mail to the contact person of the Contractor specified in the Contract.
2. The legal effects of the accession to the Basic Contract occur between the Contractor and the acceding member of the INA Group upon receipt of the Declaration of Accession by the Contractor. In the case of sending the Declaration of Accession by electronic mail, it is considered received on the day it was sent. All conditions defined by the Basic Contract shall apply to the members of the INA Group that have acceded to the Basic Contract, regardless of the quantity of Services/Works that the members of the INA Group will actually realize from the Contractor. The invoice for the executed Services/Works shall be issued by the Contractor directly to the acceding member of the INA Group.
3. In case of delay or violation of HSE provisions towards any member of the INA Group that has acceded to the Contract, the calculated penalty shall be paid directly by the Contractor to the respective company member of the INA Group. If the Contractor has provided a bank guarantee for the proper performance of the contract under the Basic Contract to the Purchaser, in case of accession by any member of the INA Group, the Contractor shall provide a bank guarantee to the acceding member of the INA Group under the conditions of the Basic Contract in an amount defined by the Declaration.
4. The Contractor irrevocably agrees and accepts that in case of a breach of the contractual relationship with the Purchaser or with any acceding member of the INA Group, the Purchaser and the acceding members of the INA Group have the right to terminate their Contracts with the Contractor. The termination of the Contract affects only the relationship between the Contractor and the party terminating the Contract and does not affect the contracts that other members of the INA Group (who have not terminated the Contract) have with the Contractor.
5. If the Contractor and the Purchaser agree to amend and/or supplement the Basic Contract during its validity, it shall be considered that the acceding members of the INA Group agree with such amendments if they do not declare the termination of the Contracts they have concluded with the Contractor by accession to the Basic Contract within 7 (seven) business days from the receipt of the notice from the Contractor about the executed amendments and/or supplements to the Basic Contract.
6. Upon the expiration of the validity of the Basic Contract, all contracts concluded between the Contractor and the members of the INA Group based on the Declaration of Accession shall cease to be valid. However, the expiration of the validity of the Basic Contract does not affect the obligation to pay for Services/Works performed before the expiration of the validity of the Contract, nor the Contractor's obligation to perform the Services/Works for the Purchaser or the acceding member of the INA Group if they were ordered before the expiration of the validity of the Basic Contract.

**25. CODE OF ETHICS**

1. By submitting a Bid or signing the Contract/Purchase Order, the Contractor also declares that they are familiar with the content of INA Group's Code of Ethics, that they understand it clearly, and fully accept its terms.
2. The full version of the INA Group's Code of Ethics is available on the official website: <https://www.ina.hr/app/uploads/2023/09/Code-of-Ethics-2023_eng_corr-6.9.-2.pdf>.

**26. TRADE CONTROLS AND ECONOMIC SANCTIONS**

1. "Sanctioned Person" means any individual or entity listed on any of the specially designated persons or entities lists maintained by a Sanctioning Body, including periodic modifications, supplements, or replacements of those lists, including but not limited to, the Specially Designated Nationals (SDN) and Blocked Persons lists maintained by the U.S. Office of Foreign Assets Control (OFAC), the consolidated list of financial sanctions targets maintained by Her Majesty's Treasury (HMT), or any similar list maintained by, or any public announcement by, any Sanctioning Body.
2. "Sanctions" mean any laws, regulations, orders, directives, requirements, rules, or conditions concerning economic or financial sanctions or trade embargoes or related restrictive measures relevant to the Contract, which are imposed, prescribed, or enforced by any Sanctioning Body from time to time.
3. "Sanctioning Body" means the following: (i) the United States of America; (ii) the United Nations; (iii) the European Union; (iv) the United Kingdom; (v) Croatia; or (vi) the relevant governmental institutions and agencies of any of the foregoing, including but not limited to OFAC, the United Nations Security Council, the European Union, and Her Majesty's Treasury.
4. Notwithstanding any other provision to the contrary, neither the Purchaser nor the Contractor is obligated to fulfill any obligation otherwise required by the Contract (including but not limited to the obligation to (i) perform, deliver, accept, sell, purchase, pay or receive money to, from, or through any natural person or legal entity, or (ii) engage in any other activities) if such fulfillment would be in violation of, inconsistent with, or expose the Contracting Party to punitive measures or investigation under any Sanctions.
5. Each Contracting Party represents and warrants to the other Contracting Party, upon making an offer or concluding the Contract, that the performance, delivery, and execution of the bid or Contract do not violate or conflict with any applicable law or regulation (including but not limited to any Sanction) and warrants that all obligations of the relevant Contracting Party under the bid or Contract can be performed at any relevant time without exposing any Contracting Party, their Affiliates, employees, officers, directors, or agents to the risk of violating Sanctions. Specifically:
6. Each Contracting Party represents and warrants, including concerning each entity within their Affiliates, that during the validity of the bid or Contract, they are not a Sanctioned Person, are not owned or controlled by, nor acting on behalf of a Sanctioned Person, and agrees to promptly notify the other Contracting Party in writing if this status changes.
7. Each Contracting Party shall, upon reasonable written request by the other Party, provide (if legally able to do so) all necessary information to the other Contracting Party to determine whether the other Contracting Party, their Affiliates, or any of its or their employees, officers, directors, advisors, or agents have become or are reasonably likely to become a Sanctioned Person.
8. If the actions of one Contracting Party would be contrary to Sanctions or would mean a violation of regulations or exposure of that Contracting Party to punitive measures under Sanctions ("Affected Contracting Party"), then the Affected Contracting Party shall, as soon as reasonably possible, send a written notice to the other Contracting Party stating that they are unable to fulfill the obligation, using one of the communication methods defined in the "OFFICIAL COMMUNICATION" provision of this GTC. Once the Affected Contracting Party has sent such a notice, they have the right to immediately suspend the compromising obligation (either payment or performance) as long as the Affected Contracting Party is unable to fulfill their obligation in a way that does not violate Sanctions. In such a case, they also have the right to unilaterally terminate the Contract with immediate effect without any adverse consequences for themselves, in which case a termination notice is sent to the other Contracting Party in writing, using one of the communication methods defined in the "OFFICIAL COMMUNICATION" provision of this GTC. If the relevant obligation concerns the payment for products/Works/service, the compromising payment obligation remains frozen, meaning that late payment interest does not accrue as long as the Affected Contracting Party cannot make the payment in a manner that does not violate Sanctions.

**27. INTELLECTUAL PROPERTY**

1. By concluding the Contract, the Contractor warrants that with respect to the copyright works delivered to the Purchaser pursuant to Contract (whether created by their employees before or during the term of this Contract), the Contractor is the exclusive owner of the right to exploit such copyright works in any possible manner and without any substantive, spatial, and/or temporal limitations. The Contractor warrants that they has been authorized in writing by the author of the copyright work to transfer their right to exploit the copyright work, in whole or in part, to any other person without further consent from the author, and that they may also establish further rights to exploit the copyright work for others based on their right of exploitation of the copyright work.
2. Upon delivery of the copyright work to the Purchaser, the Purchaser becomes the exclusive owner of the original copyright work or the object on which the copyright work is fixed. The Purchaser may at their discretion destroy the original copyright work or the object on which the copyright work is fixed without the need to notify the author or the Contractor in advance or to offer to purchase it from the author or the Contractor. The Purchaser may, but is not obligated to, allow the author or the Contractor access to the original copyright work or the object on which the copyright work is fixed for the purpose of creating a copy of the copyright work, adapting the copyright work, or any other reason.
3. Pursuant to paragraph 1 of this Article, by entering into an agreement with the Purchaser, the Contractor irrevocably transfers to the Purchaser the exclusive right to exploit the delivered copyright works in any possible manner. The right to exploit copyright works is without substantive, temporal, and spatial limitations. The Purchaser is authorized, without any further consent from the author or the Contractor, to transfer their rights of exploitation in whole or in part to another person and to establish further rights of exploitation of the delivered copyright works for others based on their rights of exploitation. The Purchaser is authorized to exclude any other person, including the Contractor and the authors themselves, from any further use or disposal of the aforementioned copyright works. The Purchaser is authorized but not obligated to exploit the copyright works delivered by the Contractor.
4. The Purchaser is authorized to decide independently whether, when, where, how, and under what conditions to first publish the copyright work delivered by the Contractor. The Purchaser may, but is not obligated to, identify the author's name of the delivered copyright works when publicly using them. In this regard, the Contractor guarantees to the Purchaser that they have obtained from the authors and/or co-authors of the delivered copyright works their written statement that they do not wish to be identified as the author and/or co-author of the copyright work when publicly used.
5. By signing this Contract, the Contractor warrants that with respect to the copyright works created and delivered by the Contractor, and those created and delivered by subcontractors of the Contractor, the Contractor has secured in writing the exclusive right to exploit such copyright works in the manner and under the conditions necessary for the Contractor to fulfill the obligations they have assumed under this Contract with the Purchaser, at least those rights necessary to fulfill the purpose for which the Contract is concluded with the Purchaser. The Contractor undertakes to negotiate with subcontractors regarding the right to use the delivered copyright works with the care of a prudent businessman and to represent to the greatest extent possible the interests and needs of the Purchaser. If it is not possible to negotiate with subcontractors the rights necessary to fulfill the purpose of the Contract with the Purchaser, the Contractor is obliged to specify in the individual offer the scope of rights and the compensation under which it is possible to negotiate with subcontractors. If the Purchaser agrees to the individual offer, the Contractor undertakes, upon written acceptance of the individual offer by the Purchaser, to transfer to the Purchaser the rights of exploitation of the copyright works of subcontractors as determined thereby.
6. The Contracting Parties agree that the compensation agreed upon by the Purchaser and the Contractor for the products and services that the Contractor is to deliver to the Purchaser includes compensation for the creation of copyright works delivered by the Contractor and compensation for the right to exploit copyright works delivered by the Contractor. The Contracting Parties agree that the amount of compensation is adequate and proportionate considering the type and scope of use of the copyright works, the actual and potential economic value of the rights acquired under this Contract, the realized or potential financial success in the use of the copyright works, the contribution of the authors to the overall copyright work, the type and scope of the copyright works, the duration of use, and all other elements upon which adequate and proportionate compensation for the use of copyright works is determined, such as fair market practices or actual use of the copyright work. The Purchaser, persons to whom the Purchaser transfers their rights of exploitation of copyright works, and/or persons for whose benefit the Purchaser establishes further rights of exploitation of copyright works delivered by the Contractor are not obliged to provide the Contractor with any information regarding the use of the delivered copyright works.
7. To avoid any doubts regarding the manner of use and the content and scope of the rights to exploit copyright works delivered by the Contractor, the contracting parties agree that within the acquired rights to copyright works, the Purchaser has the right to fully, independently, and freely dispose of and use the same works for any business purposes, including but not limited to reproduction, distribution, adaptation, and communication to the public, ensuring thereby that such actions do not harm the honor and reputation of the author and/or the Contractor. In this sense, the Contractor is obliged to provide the Purchaser with everything necessary for the Purchaser to use the acquired copyright rights within the agreed scope.
8. The Contractor undertakes to inform the Purchaser if during the performance of the Services/Works there are conditions for establishing other rights of intellectual or industrial property, and to enable the Purchaser to initiate in a timely manner proceedings for the protection of those rights before the competent authorities. For this purpose, the Contractor guarantees non-eviction and grants complete and irrevocable consent and authorization to the Purchaser, at their own expense and in accordance with applicable and relevant laws and regulations, to obtain the registration of such rights in the appropriate registers/registers of the competent authorities.
9. The Contractor undertakes that during the performance of the Services/Works under the Contract, they will not infringe the intellectual property rights of third parties. If such infringement nevertheless occurs and if the Purchaser compensates third parties for damages due to infringement of intellectual property rights, the Contractor undertakes to reimburse the Purchaser for the amount of damages paid, including resulting court costs, and to compensate for any other damages incurred thereby. In the event that goods or equipment protected by any form of intellectual property rights are received/incorporated as part of the performance of the Contract, the Contractor undertakes to ensure for the Purchaser the necessary level of rights to use the intellectual property rights necessary for the use of the goods or equipment by the Purchaser for the purpose for which the Purchaser acquires the goods or equipment. The Contractor also accepts that the compensation for the use of such intellectual property rights of the Contractor or their subcontractor or the manufacturer of goods or equipment by the Purchaser is included in the price of the Services/Works. If a claim is made or proceedings are initiated against the Purchaser due to an alleged infringement of intellectual property rights, the Contractor will, at their own expense, take all necessary measures (pay necessary fees, conduct legal proceedings, etc.) to defend and/or compensate the Purchaser for such claims.

**28. DATA PROTECTION**

1. In processing personal data, the Contracting Parties are obliged to comply with Regulation 2016/679 of the European Parliament and the Council on the protection of individuals concerning the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (hereinafter: General Data Protection Regulation).
2. Under the Contract, both Contracting Parties are considered Data Controllers regarding the processing of personal data of contact persons. The Contracting Parties may process the following contact data: name and surname, email address, telephone number, and signature, as well as the resume, if and when provided, for the purposes of executing the Contract.
3. If employees or other natural persons who have a legal relationship with the CONTRACTOR or with any other person having a legal relationship with the CONTRACTOR, and for the execution of the Contract, have access to the business premises of INA Group companies, INA d.d., and that INA Group company will collect their personal data in advance before entering the business premises of the INA Group company, the CONTRACTOR is obliged to inform such persons of the applicable policies, such as the Data Protection Policy, Access Control Policy at INA Group locations, and the Video Surveillance Policy at INA Group locations before transferring their data and/or before directing such persons to the business premises of the INA Group company. INA's policies, as well as information on the processing of personal data, are available at the link: <https://www.ina.hr/en/about-ina/privacy-policy/>

**29. ACCEPTANCE OF GTC**

1. By submitting a Bid or concluding a Contract, the Contractor confirms that they are familiar with the content of this GTC, that it is clear and understandable to them, and that they fully accept it.
2. The Purchaser is authorized to amend and/or supplement the provisions of these General Terms at any time. The Purchaser will publish the Amended General Terms on the INA, d.d. website and will notify the Contractor thereof (in accordance with the "OFFICIAL COMMUNICATION" provision of these General Terms or by sending to the email address registered in the commercial register) no later than 15 (fifteen) calendar days before the amended General Terms enter into force.
3. In case of disagreement with the amended General Terms, the Contractor is obliged to contact the Purchaser within 10 (ten) calendar days from the date of receipt of the notification of the amendment to the General Terms (in accordance with the "OFFICIAL COMMUNICATION" provision of these General Terms), stating the reasons for the disagreement with such amendments. In such case, the contracting parties will negotiate to define mutually acceptable terms for further contractual cooperation, provided that the reason for disagreement cannot be amendments to the General Terms that do not affect or change the legal and economic/commercial nature of the existing contractual relationship. If a mutually acceptable agreement is not reached, the GTC that make an integral part of the existing Contract will continue to make integral part of the existing Contract.
4. If the Contractor does not respond to the Purchaser within the specified period of 10 (ten) calendar days, it shall be deemed that the Contractor has accepted the amended General Terms.

This GTC will enter into force on October 11th, 2024.

Publication of GTC on the INA, d.d. website on September 25th, 2024.