

## **General Terms and Conditions for B2B**

**Last update on November 5th, 2022.**

### **1. The meaning of terms**

**The Client/Business entity** - legal entity, state authority, state administration body, local self-government unit, association, and society (sports, cultural, charitable, etc.), represented by a person authorized to represent, and a person acting in the field of their economic activities.

**Service provider** - CA Automations Ltd for computer engineering, Josipa Mohorića 54, 51000 Rijeka, Republic of Croatia, PIN: 47360287821

The terms used in these General Terms and Conditions and have gender meanings are used neutrally and apply equally to all genders.

### **2. General information about the Services**

With these General Terms and Conditions Service provider regulates the business and contractual relations between the Service provider and the business users of the Services ("Client") as a service recipient in the field of computer engineering and other similar activities that are part of Service provider's services.

The Services are provided under Croatian legal regulations but the Service provider may decide to bypass this rule if the nature of the business and services requires that the services are provided in accordance with the other applicable law and regulations.

The Client will be, for each service, provided with detailed and accurate information in an accurate and not misleading way.

The Services are provided with the care of a good businessman and the Service provider will assure that the services are delivered in time.

The Service provider provides the following services:

- Cloud migration
- Design and implementation of a cloud computing
- Cloud architecting
- Application modernization
- Software modernization
- Backend services

- Project management
- Consulting

The Service provider provides services using following methods:

- ci/cd
- agile methodology
- event driven microservices
- cloud native solutions

### **3. Terms of use**

These General terms and conditions will be presented to the Client before starting to use the services.

It is considered that the Client has given its consent to these General Terms and Conditions when they are contained in the agreement concluded between the Service Provider and the Client if the agreement invokes them, when the services are provided via order if the General terms and conditions are delivered to the Client with an offer or when placing an purchase of services through the Service provider's website.

When purchasing services, during pre-contractual activities, concluding the agreement and during the provision of services, the Client is obliged to provide the Service Provider with all the information and data necessary for the provision of the services that are accurate, credible, complete, and truthful, as well, provide access to its systems if the nature of the services requires so. The Client is obliged to inform the Service Provider of any changes that happened or may happen to the submitted information and data. The Service Provider may suspend services and/or delivery of the service and its results if the Client provides information and data and/or provides documentation that is not credible, complete, and truthful. The Service Provider will not be liable for damages if the Client has provided the Service provider with inaccurate, uncredible and untrue information and data necessary for the provision of the services or in cases where the Client has not informed the Provider of changes in the submitted data and information and the Client will be obliged to reimburse the Service Provider for the agreed amount of the price of the service regardless of the quality of the service provided and the shortcomings thereof.

Technical and other requirements of the Client shall be taken into account by the Service Provider only to the extent necessary in order to be able to provide and deliver the requested services.

When the services are provided according to the Client's technical specifications or the services results being delivered are adapted to the needs of the Client, the Client is obliged to provide these specifications and/or provide unequivocal and clear information about what should the result of the service contain. In case of changes in specifications and/or needs, the Client is obliged to inform the Service provider about the new specifications and/or needs immediately. If the Client does not inform the Service Provider of the desired changes, and the Service Provider delivers the service and the service results without knowledge of the changes, the delivery will be considered orderly, and the Client will be obliged to pay the agreed price of the services without the possibility of objecting to the shortcomings. If the Client informs the Service Provider of the new specifications and/or needs, but is delayed in the delivery of those specifications and/or needs, the delivery time of the service shall be extended by the minimum time that has elapsed due to the delay of the Client. The Service Provider may consent to provide the service within the originally agreed deadlines, however in that case the Service provider reserves the right to increase the price of the service.

During the provision of the services and if needed the Service provider will provide the Client with service status report.

The Client is obliged to inform the Service provider of changes that can make an impact on the services and payments. The notification is only valid as a written statement.

The Service provider may use subcontractors and transfer the provision of services to its subcontractors, but if the nature of the business and services requires that the services are provided exclusively by the Service Provider the Service provider may decide to bypass this rule. If the Client cancels the contracted/ purchased services and services that are ongoing and for those services hires a subcontractor of the Service Provider to which the Service provider has transferred the contracted business with the Client, the Client will be obliged to compensate the damages to the Service Provider in such a way that he will be obliged to pay the entire amount of the contracted/ordered service.

The Client cannot transfer any of its rights or obligations under these General Terms and Conditions or its rights or obligations arising from a mutual agreement to any other company or entity without the Service provider's prior written consent. If the nature of the business requires so or if it is necessary because of the Client's business status and/or status changes the Service provider may decide to bypass this rule.

#### **4. Contracting / purchasing**

Purchases are made in writing by e-mail or with other means of communication.

Contracts are signed by hand or electronically.

The Client is obliged to conclude a service agreement with the Service Provider when the services require multiple deliveries, if the Services are provided according to the Client's specification or are adapted to the Client, or when the provision of services is expected to be long lasting. The terms of termination of such an agreement will be agreed with the Client.

The Client is not entitled to terminate contract or services if:

- the Services are fully fulfilled and the Client gave explicit prior consent for service delivery and confirmation that it is aware of the fact that it will lose the right to terminate the contract if the services are fully fulfilled. It is considered that the Client has given its consent when it ordered the services or when it entered into a service contract or confirmed the order
- the Services are made according to the Client's specification or are adapted to the Client

If the Client terminates contract or services against these rules, he will have to pay the damages to the Service provider in the minimum amount of the price that was agreed for those services.

The Service provider and the Client may agree on these and other terms in their mutual contract.

#### **5. A right to refuse the conclusion of a contract and/or to provide the Services**

The Service provider may refuse to sign a contract or provide services in the following situations:

- If the Client does not pay 2 consecutive invoices
- If the Client uses or wants to use the Services provided for illegal purposes
- If the Client damages the reputation of the Service Provider

#### **6. Place of service, delivery time, intellectual property, confidential information**

The Service provider determines the place, the time, and how the services are performed. If it is necessary, the Client must also be able to provide access to its premises and/or equipment and/or computer/software system and respond to inquiries of the Service provider so that the services can be provided and delivered.

Services and service results will be delivered within agreed and reasonable timeframe, except in case of force majeure and other justifiable cases of which the Client will be notified in time.

Services may be delivered in part or as a complete result depending on the nature of the services and the agreement between the Service Provider and the Client.

The Client must respect the intellectual property rights and confidential information of the Service provider and not make them available in any way to a third parties. If the services are delivered as “work/services for hire” (computer program, code, etc.) upon the payment of the services the Service provider will pass all the intellectual property rights to the Client. Anything that is not considered as a work/service for hire is the intellectual property of the Service Provider and any distribution of the data received is strictly prohibited.

The Service provider will respect the intellectual property rights and confidential information of the Client and will not make them available to third parties, except to its subcontractors.

The Client acknowledges that during the time that the services are provided, the Service provider may ask for access to Confidential Information and/or information of a proprietary nature to the Client that is necessary for providing the services and the Client agrees to provide said information to the Service

provider. If such information are requested by the Subcontractor of the Service Provider, the Client is obliged to inform the Service Provider and only upon approval of the Service Provider may provide the subcontractor of such information.

The Service Provider may use and display the client's name and logo ("Trademarks") for promotional purposes without any fee to pay.

The Client may use and display the Service Provider's name and logo ("Trademarks") if he marks the Service provider as his business partner/associate/supplier following the guidelines of the Service Provider. The Client may not use the Service Provider's trademarks in any way that will belittle, harm, or otherwise harm the Service Provider and its trademarks otherwise, he is liable for damages to the Service Provider.

## **7. Prices and payments**

The price of the services may be determined by service, billable hours, or in a fixed amount depending on the nature and scope of the services that needs to be provided.

The price of the services does not include the material costs which cannot be predicted in advance. If such a material cost is to be incurred the Service Provider will inform the Client of this costs and seek for approval of these costs. If the Client does not agree to such a cost and in the event that the service cannot be provided without that cost the Service provider may refuse to provide services and the Client must pay the price of the services provided until then.

Prices will be delivered to the Client through an offer, by displaying the price list, or by other methods. The price specified in the offer containing all the essential elements of the agreement is binding under the marked validity period.

If the scope of services changes or requires a different engagement than previously agreed with the Client, the Service Provider will submit to the Client an offer with the stated new price of services to which the Client may or may not agree. If the Client does not agree to the offered price, the Service Provider has the right to terminate the delivery of the services in which case the Client will be obliged to reimburse the Service Provider for the amount for the services provided so far, that is, the time spent on the provision of the services until then.

The Client does not have the right to request the delivery of the services in full or any compensation for the interruption of delivery.

For the service provided, the Service Provider issues transaction invoices that are printed on an electronic device and which are valid without the Service Provider's signature. The invoice is issued when the service is delivered partially or in full. If there are multiple deliveries of the Services or the services are long lasting, then the Service provider may charge the Client for each delivery or may invoice the Client at the end of the current month, which is taken as an accounting period by the VAT law of the Republic of Croatia.

The Client is obliged to pay the invoice according to the indicative maturity, in case of late payment the Service provider has all rights to ask for interest in accordance with Art. 29th of the Croatian Law of Obligations, as well as other costs that may appear because of the late payment.

If the Client has a complaint about a specific part of the service provided, the Client is obliged to pay the amount of the invoice in relation to the undisputed service provided.

## **8. Liability, actions and complaints**

The Service Provider provides services in accordance with these general terms and conditions, professionally within its technical and operational capabilities.

The Service provider will inform the Client about any difficulties in the realization of the services.

When the services are delivered, the Client is obliged to act in accordance with the instructions and guidelines of the Service Provider. In the event that the Client acts contrary to this provision, the Service Provider will not be liable for such discrepancies and the results of those derogations and will not be liable or obliged to compensate the Client and/or third parties for improper or unlawful use of the services provided.

The Service Provider shall not be liable for system failures in the computer systems of third parties and the Client that prevents the Service Provider from providing the services.

If due to the Client's action for which it is responsible, there is an unexpected extension of the performance of the services, the Client will not be exempted from its obligation to pay the costs to the Service provider.

The Service provider shall not be liable and will not be obliged to pay compensation if the level of quality of the services performed is less than the prescribed level of quality of the service due to objective causes that could not have been predicted or avoided or eliminated or are conditional on the Client's will or actions.

The Client must review the received services and its results and can file a reasonable complaint about the quality of the services that are provided within 5 working days after the Services are provided or the result of the services are delivered. If the Client does not file a complaint within the specified period, it will be considered that the services are provided and that the results of the services are delivered without any defects

If the Client has filed a reasonable complaint about the quality of the Service performed and if it is determined that the quality of the service performed is less than the quality prescribed by the applicable regulations the Client may request to perform subsequent works to meet the quality criteria. In that case, the Service Provider undertakes to address all deficiencies at its own expense as soon as possible.

If the Client cancels the order for which the services have already been made, the Client is obliged to compensate for the damage caused.

If the Client, contrary to the provisions of these General Terms and Conditions or a mutual agreement, transfers the contracted and/or ordered service to other persons, the Service Provider will not be obliged to deliver the services to the person to whom the Client transferred the contracted/ordered services, nor is that person authorized to request such delivery from the Service Provider. The Service Provider will deliver the services to the Client, and if the Client refuses to receive them anyway, the Client will be obliged to compensate the Service Provider for damages in the minimum amount of the agreed price of the service.

If the Client cancels the purchase or terminates the agreement contrary to the provisions of these general terms and conditions or the provisions of mutual agreement, the Client is obliged to compensate the Service Provider for the damage caused in the minimum amount of the agreed price of the services.



If the Client violates the provisions on confidential information, the Client will be obliged to compensate the Service Provider for the damage caused to the Service Provider as a result of this violation.

If the Client violates the provisions on intellectual property of the Service Provider, the Client will be obliged to compensate the Service Provider for the damage caused to it as a result.

Except in this part of the listed responsibilities, duties, and obligations, the Client bears the liability and must compensate for the damages the Service Provider in accordance with other provisions of these General Terms and Conditions.

## **9. Other**

The Service provider reserves the right to change these General Terms and Conditions in accordance with changes in legal provisions, business policies of the Service Provider, or other circumstances that may affect how the services are provided. In case of such changes, the Service provider will inform the Client about it on the website and update the date of modification of these General Terms and Conditions.

For anything that is not governed by these general terms and conditions or contracts with the Client, the relevant Croatian legal regulations will be in force.