

General Terms and Conditions for B2C

Last update on November 5th, 2022.

1. The meaning of terms

Client/Consumer is a person entering a legal business or operating on the market outside his trade, business, craft, or professional activity.

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

Consumer agreement is an agreement concluded by the Consumer and the Service provider who is acting within the framework of his business activity, including a person acting on behalf of Service provider

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

These General Terms and Conditions represent a binding agreement between Service provider and a user of the Services (the Consumer) as a service recipient in the field of computer engineering and other similar activities that are part of Service provider's services.

These General Terms and Conditions also represent pre-contractual notices.

The General Terms and Conditions are drawn up in accordance with the Croatian Law of Obligations, the Consumer Protection Act, and all other applicable regulations of the Republic of Croatia and in accordance with the rules of the European Union.

These General Terms and Conditions are published on the website of the Service Provider, may be submitted to the Consumer before the purchase of services and/or conclusion of the contract, and contained in the offer of the Service Provider, so it is considered that the Consumer has read, taken note of all notifications and given consent for the application of these General Terms and Conditions.

These General Terms and Conditions are not applicable if the Consumer is underage or is prohibited by the law from using the Services Providers services.

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 are referred to Consumers that are defined as Consumers by the Croatian Consumer Protection Act.

The Consumer will be, for each service, provided with detailed and accurate information in an accurate and not misleading way. By accepting these Terms, the Consumer accepts the description of the service offered to him and confirms that he is familiar with it.

The Service provider has the right to change the offer and description of the services at all times. Changing the offer and description of services will have no impact on the contracted and ordered services.

To provide Services, the Service provider may require certain information. The Consumer must ensure that the information is complete and accurate. The Service provider may suspend or terminate any service if the Consumer provides information that is not complete and accurate. Consumer warrants that all information Consumer provides to the Service provider are complete and accurate and the Consumer indemnifies the Service provider against any liability

that may arise as a result of Consumer's failure to provide complete and accurate information. The Consumer must immediately notify the Service provider if any of the Consumer information changes. If the services are delivered and the information and documentation provided do not comply with this paragraph, the Consumer cannot refer to the shortcomings of the services and is obliged to pay the Service Provider the agreed price of the services.

Technical and other requirements of the Consumer 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 Consumer 's technical specifications or the services results being delivered are adapted to the needs of the Consumer, the Consumer 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 Consumer is obliged to inform the Service provider about the new specifications and/or needs immediately. If the Consumer 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 Consumer will be obliged to pay the agreed price of the services without the possibility of objecting to the shortcomings. If the Consumer 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 Consumer. 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 Consumer with service status report.

The Service provider may use subcontractors and transfer the provision of services to its subcontractors, but if the nature of services requires that the services are provided exclusively by the Service Provider the Service provider may decide to bypass this rule. If the Consumer 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 Consumer, the Consumer 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. When the services are transferred to subcontractors the Service provider will remain liable for the delivery and the results of the services to the Consumer.

The Consumer cannot transfer any of their rights or obligations under the Agreement to any other person without the prior written consent of the Service provider. If the Consumer acts in violation of this provision, the Service Provider is not obliged to deliver the results of services to the person to whom the Consumer transferred the services, the Consumer will be obliged to receive the ordered and/or contracted services and pay them to the Service Provider even if he refuses to receive results of the services.

4. Service purchasing/ contracting/termination

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

Before the agreement is signed or the Consumer is obliged by the offer, the Service Provider will inform the Consumer in a clear and comprehensible manner about the main characteristics of the service, the data of the Service Provider, the price of the service, the payment terms, the terms of delivery, the delivery time, the liability for defects and the right to object and other information referred to in Art. 46 of the Consumer Protection Act.

A service agreement is an agreement by which the Service Provider provides or undertakes to provide a service to the Consumer, including the digital service, and the consumer pays or undertakes to pay the price. Contracts are signed by hand or electronically.

If the Services provider and Consumer have concluded the service agreement that lasts for a fixed time, that agreement will not be automatically renewed for further time unless the Consumer makes an explicit statement of the continuation of the contract. If the Consumer continues to order the previously contracted services it will be considered that the Consumer has given his explicit statement of the continuation of the contract.

The Service provider does not have the right to unilaterally change the provisions of the mutually concluded agreement with the Consumer. In the event of a change in these general terms and conditions, the changes made will not apply to

the Consumer, but the General Terms and Conditions that were in force at the time of the conclusion of the contractual relationship will apply unless otherwise specified by law.

If the agreement concluded between the Service provider and the Consumer is non-compliant with these General Terms and Conditions, the terms of the concluded agreement will take precedence in the application of these General Terms and Conditions.

The Consumer can terminate this agreement without giving reasons for it if the Services are ordered outside the premises or concluded remotely from the date of its conclusion and no later than 14 days from the day that the Services have been ordered.

The Consumer is not entitled to terminate agreement or services if:

- the Services are fully fulfilled and the Consumer gave explicit prior consent for service delivery and their confirmation that they are aware of the fact that they will lose the right to terminate this agreement if the services are fully fulfilled. It is considered that the Consumer has given their consent when they ordered the services or when they entered into a service contract
- the Services are made according to the Consumer's specification or are adapted to the Consumer
- and in other legally-established cases

The Service provider may also terminate this Agreement with immediate effect by notice to the Consumer if:

- the Consumer commits a material breach of the Agreement and (where such breach is capable of remedy) fails to remedy the breach within 14 days of a written notice from the Service provider
- any licence required for the Service provider to operate the Services is revoked, terminated or modified

Termination of the Agreement for any reason does not affect any rights that have accrued to either party under the Agreement up to the date of its termination.

The Service provider and the Consumer may agree on other terms in their mutual agreement.

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 Consumer does not pay 2 consecutive invoices
- If the Consumer uses or wants to use the Services provided for illegal purposes
- If the Consumer 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 Consumer 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 Consumer 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 Consumer.

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

The Consumer 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 Consumer. 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 Consumer 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 Consumer that is necessary for providing the services and the Consumer agrees to provide said information to the Service provider. If such information are requested by the Subcontractor of the Service Provider, the Consumer is obliged to inform the Service Provider and only upon approval of the Service Provider may provide the subcontractor of such information.

By accepting these General Terms and conditions the Consumer grants the right to the Service provider to use and display the work he has done for the Consumer for a promotional means on the respective websites or other promotional material.

All content, trademarks, and data on the Service provider website, including software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to the Service provider, and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights afforded to the Consumer in these Terms, all other intellectual property rights on this website are expressly reserved.

Content from the Service provider website may not be used or exploited for any commercial purposes without the Service provider's prior written consent.

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.

Prices will be delivered to the Consumer 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.

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 Consumer for each delivery or

may invoice the Consumer at the end of the current month, which is taken as an accounting period by the VAT law of the Republic of Croatia.

The Consumer 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 Consumer 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 Consumer about any difficulties in the realization of the contracted services.

When the services are delivered, the Consumer is obliged to act in accordance with the instructions and guidelines of the Service Provider. In the event that the Consumer 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 Consumer 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 Consumer that prevents the Service Provider from providing the services.

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

The Consumer acknowledges and agrees that the availability of the services and the Consumer's ability to access and/or use the services may depend upon factors beyond the Service provider's reasonable control for which the Service provider will not be responsible.

The Service provider cannot guarantee that the services and/or product of the services will be available to the Consumer at all times or free from faults or interruptions for which the Service provider will not be responsible.

The service provider is not obliged to pay compensation if the quality level of the services performed is less than the prescribed level of quality of the service due to objective causes that could not be predicted or avoided or eliminated (force majeure) or are conditional on the consumer's will or actions.

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

The Consumer is liable for any omissions or damages which may arise from non-compliance with the obligation to provide data on the resulting changes, as well as due to non-compliance with the obligation to provide any other data requested by the Service provider that is necessary for providing the Services.

The Service provider is liable for the material defects that may occur on the product of the services at the time of the risk transition to the Consumer regardless of whether it was known to the Service provider. The Service provider is also responsible for those material defects that arise after the risk is transferred to the Consumer if they are due to the cause that existed before that. It is assumed that the deficiency that occurred within one year of the transition of the risk to the Consumer existed at the time of the risk transition unless the Service provider proves otherwise or otherwise arises from the nature of the matter.

The Consumer is not obliged to review the product of the Services or to have it inspected but is obliged to inform the Service provider of the existence of visible defects within two months of the date on which they discovered the defect (preclusive period - under threat of loss of rights), and no later than two years after the transfer of the risk to the Consumer. The Service provider is not liable for the shortcomings that arise after two years since the delivery of the service product.

The Service provider is not liable for defects if they were known to the Consumer at the time of the service delivery or could not remain unknown to them.

If the Consumer has informed the Service provider of the defect in a timely and orderly manner, they are authorized to:

- require the Service provider to eliminate the deficiency
- require the Service provider to hand over other service products without shortcomings
- require a proportionate price reduction
- declare that they are terminating the contract

The Consumer has the right to withhold payment of any outstanding part of the price until the Service provider fulfils its obligations based on liability for material defects.

If the defect is insignificant, the Consumer is not entitled to terminate the contract but is entitled to other rights under liability for material defects including the right to repair the damage.

The Consumer may terminate the agreement only if he has previously given the Service Provider a subsequent appropriate deadline for the fulfilment of the contract.

In accordance to Art. 10 of the Consumer Protection Act, the Service provider allows Consumers to file a written complaint through:

Headquarter address: Josipa Mohorića 54, 51000 Rijeka, Republic of Croatia

E-mail: info@caautomations.com

The Service provider undertakes to respond to all complaints within a maximum of 15 working days.

In the event of a dispute between the Consumer and the Service Provider, the Consumer may file an application for resolving the dispute with the Mediation Centre at the Croatian Chamber of Commerce, the Conciliation Centre of the Croatian Chamber of Trades and Crafts, the Mediation Centre at the Croatian Mediation Association, the Court of Honor of the Croatian Chamber of Trades and Crafts, the Court of Honor at the Croatian Chamber of Commerce.

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 have an affect on how the

services are provided. In case of such changes, the Service provider will inform the Consumer 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 a contract with the Consumer, the relevant Croatian legal regulations will be in force.