General Terms and Conditions Radin d.o.o.

Effective as of: 20 August 2024

1. SUBJECT MATTER AND SCOPE OF THE GENERAL TERMS

- 1.1. Subject matter. These General Terms and Conditions (hereinafter: the "General Terms") govern business and contractual relations between Radin d.o.o., Gospodarska ulica 9, 10431 Sveta Nedelja, Croatia, OIB: 51934286030 (hereinafter: "Radin"), as the service provider/supplier of products, on the one hand, and the customer of services/products (hereinafter: the "Customer"), on the other hand, for all services and deliveries carried out directly between Radin and the Customer as well as those performed indirectly through partner companies or intermediaries.
- 1.2. Application of the General Terms and relation to special agreements. These General Terms apply to all business and contractual relations between Radin and the Customer relating to the supply of products and/or services by Radin and supplement any special agreements concluded between the parties. In case of inconsistency between provisions of these General Terms and provisions of a special written agreement concluded between the parties, such special agreement shall prevail. Verbal agreements that conflict with these General Terms are not valid unless confirmed by Radin in writing.
- 1.3. Application to future contracts. After the first contract with Radin to which these General Terms apply or to which a Radin contract or offer refers, these General Terms shall also apply to every future business or contractual relationship between Radin and the Customer, even if their application is not expressly agreed again or if Radin does not expressly refer to them in later offers or order confirmations.
- 1.4. Exclusion of the Customer's general terms. The Customer's general terms and conditions or any other general or special terms do not form part of the business or contractual relationship between Radin and the Customer and do not apply to their relationship. This applies even if they are included in a letter, purchase order or similar document of the Customer or referred to in a document by which the Customer orders products or services from Radin or confirms Radin's offer.
- 1.5. Formation of the contractual relationship. The contractual relationship between Radin and the Customer is formed in one of the following ways: (i) by signing a written contract, (ii) by the Customer's acceptance of Radin's offer within the validity period of the offer, or (iii) by Radin's confirmation of the Customer's order.

2. OFFER AND ORDER

- 2.1. Offer upon request. Based on the Customer's request, Radin will prepare an offer for the requested service/product.
- 2.2. Acceptance of the offer. An order for the offered service and/or product under the conditions stated in Radin's offer, in accordance with Clause 2.1 of these General Terms and within the offer validity period, shall be deemed acceptance of the offer by the Customer. If the offer covers future successive orders or repeated deliveries of products and services within a certain period, acceptance of the offer and a separate order are required for each successive or repeated delivery in accordance with the offer. Acceptance must be in writing; this form is satisfied if the acceptance is sent by e-mail.
- 2.3. Deviations of the order from the offer. If the acceptance of the offer or the order deviates in any way from Radin's offer, such acceptance or order shall be deemed a new offer by the Customer which is binding on Radin only if Radin expressly confirms it in writing.
- 2.4. Offer validity period. Unless expressly stated otherwise in the offer, Radin's offer is valid for 5 days from the date of issuance/dispatch. Acceptance or an order received after the expiry of that period binds Radin only if Radin expressly confirms the order. If the offer expressly states that the terms of the offer are valid for a specified period, the contractual relationship is concluded under the terms stated in the offer for the indicated period.
- 2.5. Cancellation of the order. The Customer may cancel an order or terminate the contract until Radin has completed the ordered service or production. In such case, the Customer shall pay Radin the agreed fee, reduced only by the costs Radin has not incurred but would have incurred had the contract not been terminated.

3. PRICES AND FEES

- 3.1. Binding prices. The prices or fees stated in the offer apply provided that there are no deviations in the specification of the order subsequently submitted by the Customer compared to the original offer. If deviations occur, Radin is entitled unilaterally to increase the price or fee stated in the offer based on the impact of such deviations; in that case, the amended offer shall be deemed a new offer under Clause 2.1 of these General Terms and the original offer shall no longer bind Radin.
- 3.2. Tax. Prices and fees in the offer do not include value added tax (VAT). As a VAT payer, Radin will calculate VAT on the price/fee when issuing the invoice and deliver to the Customer an invoice for the services performed and/or products delivered, containing the price/fee from the offer and the calculated VAT. The Customer shall settle the invoice in full by its due date or within the period stated on the invoice.
- 3.3. Costs not included in the price or fee. Unless expressly agreed otherwise, all prices/fees in the offer apply to delivery EXW Radin's warehouse in Sveta Nedelja, Croatia. In particular, offers

for the delivery of books and other printed matter apply to delivery EXW warehouse in Subotica, Serbia. The price/fee does not include transport, delivery, insurance, customs duties and other shipping costs, unless expressly stated otherwise in special offers. Delivery, transport, shipping or other services are charged separately if agreed with the Customer.

- 3.4. Packaging included in the price or fee. Unless a special method of packaging is expressly specified, prices/fees include only standard packaging in accordance with Radin's business practice. If the Customer requests special packaging (shrink-wrapping, cartons, etc.), the cost of such packaging is charged separately under the agreed terms and Radin's prices for such services.
- 3.5. Delivery of goods on pallets. When goods are delivered to the Customer on pallets, drums or IBC containers owned by Radin, the Customer shall return them to Radin in an undamaged and proper condition within 30 days from the date of delivery. If the Customer fails to return them within that period or returns them damaged or unusable, the Customer shall reimburse Radin their value at Radin's prices/fees, based on an invoice that Radin is entitled to issue in such case.
- 3.6. Exchange rate changes. If the price/fee in the offer is expressed in a currency other than euro (EUR), in the event of a change in the EUR exchange rate against the invoicing currency by more than +2% from the date of issuance/dispatch of the offer until the date of issuing the invoice, Radin is entitled unilaterally to adjust and change the agreed price/fee in accordance with the exchange rate change, and the Customer undertakes to pay the price/fee thus determined as stated on the invoice.
- 3.7. Increase in price or fee. If, after the issuance/dispatch of the offer and before delivery, there is an increase in the purchase price of the goods by Radin's suppliers, an increase in delivery costs, an increase in energy costs or an increase in labour costs due to factors beyond Radin's control (e.g. changes in regulations) by more than +2%, Radin is entitled unilaterally to adjust and change the agreed price/fee in line with such changes, and the Customer undertakes to pay the price/fee thus determined as stated on the invoice.
- 3.8. Additional costs. In the event of an extension of the delivery period for reasons attributable to the Customer, Radin has the right to charge the Customer all additional costs thereby incurred, and the Customer undertakes to pay such costs as invoiced.
- 3.9. Subsequent changes to the order. In the case of subsequent changes to a confirmed order, Radin has the right to demand from the Customer compensation for the additional costs caused by such changes, and the Customer undertakes to pay such costs as invoiced.
- 3.10. Variable component of the price or fee. If the price or fee in Radin's offer is determined, for example, using certain fixed and variable parameters dependent on the material price per unit of measure, but with variable unit sizes or similar factors, the final calculation and invoice issued to the Customer based on such offer may deviate from the example calculation stated in

the offer or order, and the Customer undertakes to pay the price/fee thus calculated as stated on the invoice.

4. PAYMENT TERMS

- 4.1. Invoice due date. As a rule, Radin issues invoices on the date of delivery, but no later than the tenth day of the month following the month in which the goods were delivered. Unless otherwise agreed or stated in the offer, the Customer shall settle the invoice within 15 days from the invoice date, without any deduction for remittance fees or similar costs. Payments are made exclusively by transfer to Radin's bank account stated on the invoice, and payment is deemed made on the day the financial institution maintaining Radin's account receives the remittance in favour of Radin.
- 4.2. Advance payment and delay in advance payment. If the offer or contract with Radin stipulates that delivery is conditional upon payment of an advance, whether a part or the entire amount, Radin is not obliged to commence performance of the contract or order until the Customer has paid the advance. Accordingly, delivery deadlines are postponed or (if expressed in days) calculated from the date of payment of the advance. If a deadline is set for the advance payment and the Customer fails to pay within that period, or if no deadline is set but the advance is not paid within seven days from acceptance of the offer, Radin is entitled unilaterally to terminate the contract. If Radin does not terminate the contract due to the Customer's delay in paying the advance, the previously agreed delivery deadline is no longer binding, and Radin will inform the Customer of a new estimated delivery deadline after receiving the advance.
- 4.3. Agreed payment security instruments. If payment is agreed within a certain period after delivery or after the invoice is issued, and the contract or offer provides for certain payment security instruments to be issued by the Customer, Radin is not obliged to commence performance before the Customer provides the appropriate payment security instruments. Accordingly, delivery deadlines are postponed or (if expressed in days) calculated from the date of delivery of the agreed payment security instrument. If a deadline is set for providing security instruments and the Customer fails to provide them within that period, or if no deadline is set but the Customer does not provide the agreed security instruments within seven days from acceptance of the offer or signing the contract, Radin is entitled unilaterally to terminate the contract. If Radin does not terminate the contract due to the Customer's delay in providing security instruments, the previously agreed delivery deadline is no longer binding, and Radin will inform the Customer of a new estimated delivery deadline after receiving the security instruments.
- 4.4. Late payment. In the event of late payment, Radin has the right to charge the Customer statutory default interest. If the Customer is late with payment, Radin may, at its discretion, refuse to carry out further individual orders and/or withhold delivery of already prepared products until the Customer settles due obligations or provides additional payment security requested by Radin. In the event of late payment, Radin has the right to retain other items of

the Customer that may be subject to sale and, after prior notice of the intention to sell, satisfy its claim from their value as a pledgee/secured creditor. During the retention of products prepared for the Customer or other retained items, the Customer shall bear storage costs.

- 4.5. Deterioration of the Customer's financial standing. A significant deterioration of the Customer's financial standing shall be deemed to include, inter alia: (a) insolvency, as the inability to settle due monetary obligations over a certain period, in particular if the Customer is in delay for more than 60 days in fulfilling one or more monetary obligations exceeding 20% of the Customer's short-term liabilities from the previous year, or if the Customer is more than 30 days late in paying salaries and related taxes and contributions, (b) blocking of the bank account lasting more than one week, (c) initiation of pre-bankruptcy or bankruptcy proceedings, or (d) initiation of enforcement proceedings against assets of the Customer that are key to its business.
- 4.6. Right to advance in the event of deteriorated financial standing. If after conclusion of the contract the Customer's financial standing deteriorates to the extent that it is uncertain whether the Customer will be able to fulfil its advance payment or price payment obligations, or if such uncertainty arises from other serious reasons, Radin may request an advance for part or the entire amount of the order and postpone its own obligations until payment of the requested amount or provision of appropriate security in the manner requested by Radin. This also applies if the Customer's financial standing was similar before conclusion of the contract, but Radin did not know and could not have known about it. In such cases, if there are already issued invoices that have not yet fallen due, Radin is entitled to demand their immediate payment before the agreed due date. Radin may terminate the contract if, in the cases referred to in this Clause, the Customer does not pay the requested advance or provide the requested security within a reasonable period determined by Radin.
- 4.7. Set-off rules. The Customer's payments are applied to its obligations in the order of their maturity. When the Customer owes both principal and interest and costs, the payment shall first settle costs, then interest, and lastly principal.
- 4.8. Invoice complaints. Any complaints regarding an invoice must be submitted in writing, with detailed justification, within 15 days from the invoice date. After the expiry of that period, the invoice is deemed correct and accepted and any subsequent complaints will not be taken into account. In the event of a complaint, the Customer is not entitled to withhold payment of the entire invoice or other invoices issued by Radin, but only the part of the invoice that is disputed, and only until Radin's response or resolution of the matter.

5. DELIVERY

5.1. Determination of the delivery deadline. The delivery deadline is determined in the offer or in the order based on the offer or in a written contract and, unless agreed otherwise, starts to run from the day Radin receives the acceptance of the offer or the order issued on the basis of

the offer, or from the day of signing a special contract. If delivery depends on payment of an advance or on providing/setting up payment security instruments, the delivery deadline starts to run on the day of payment of the advance or delivery of the security instruments. The day of receipt of the acceptance of the offer or order, signing of the contract, delivery of materials in the proper format or payment of the advance/delivery of security instruments is not counted in the period; the period starts to run on the next business day. When the delivery deadline is expressed in days, non-business days (Saturdays, Sundays and public holidays in the Republic of Croatia) are not counted.

- 5.2. Indicative deadlines. Agreed delivery deadlines are generally indicative dates unless expressly confirmed as guaranteed in writing. At the Customer's request it is possible to negotiate changes to deadlines, but this is at Radin's sole discretion. The deadlines given by Radin are directly linked to the deadlines given by Radin's suppliers. If a supplier changes the delivery deadline, Radin will promptly inform the Customer, but is not liable for delays beyond its control.
- 5.3. Dependence of the delivery deadline on performance of the Customer's obligations. Delivery within the agreed deadline, in particular within guaranteed deadlines, depends on the timely fulfilment of all obligations by the Customer (e.g. payment of the advance). In the event of late performance by the Customer, Radin is not liable for delay in performing its own obligations in relation to the agreed deadline and is entitled unilaterally to extend the delivery deadline for a reasonable period, at least for the duration of the Customer's delay.
- 5.4. Subsequent additional requests by the Customer. In the event of additional requests by the Customer, in particular changes to the order after the delivery deadline has already been agreed, Radin is entitled unilaterally to extend the delivery deadline for a reasonable period at its discretion.
- 5.5. Force majeure. In the event of force majeure preventing Radin from performing its obligations within the agreed period or making performance unreasonably expected, Radin will notify the Customer and provide appropriate evidence (unless the facts/circumstances are of public knowledge). Upon the occurrence of force majeure, all agreed deadlines are suspended until the obstacle is removed or the force majeure event ceases. Force majeure means any act, event or circumstance that wholly or partly prevents and/or inevitably makes it more difficult for Radin to fulfil its contractual obligations, which is beyond Radin's control and is not a result of intent, negligence or failure to exercise due care by Radin. Force majeure includes, inter alia: (i) natural disasters (floods, earthquakes, landslides, fires, lightning strikes, epidemics, pandemics), (ii) wars or armed conflicts, border closures, revolutions, uprisings, terrorism, (iii) strikes, lockouts or other industrial actions at Radin or its suppliers/contractors that affect performance of the contract, (iv) nationalisation, expropriation, embargo or other administrative or judicial decisions of similar effect, (v) measures of public authorities that prohibit, restrict or prevent performance of the contract (unless caused by Radin's intent or gross negligence), (vi) difficulties in energy supply. If performance becomes impossible due to

force majeure or if such a situation lasts for more than one month, causing a delay of more than one month compared to the originally agreed deadline, or it is obvious that such a delay will occur, each party has the right to cancel the order or terminate the contract. The Customer may terminate the contract due to delay caused by force majeure if after the original deadline the delivery no longer makes sense given the nature of the products. In the event of termination due to force majeure, Radin is entitled to compensation for the part of work already performed or for equipment/materials ordered. A condition for payment of the ordered equipment/materials is their delivery to the Customer. Any claims by the Customer for damages due to termination in the event of force majeure are excluded.

- 5.6. Radin's liability for delays. In the event of a delivery delay caused by Radin, the Customer may demand performance within an additional reasonable period and may terminate the contract or claim damages for delay only if Radin fails to perform within that additional period. The additional period must be reasonable in light of the type and scope of the order.
- 5.7. Partial deliveries. Radin is entitled to make partial deliveries unless expressly excluded by a written agreement of the parties.
- 5.8. Tolerances for surplus or shortage. Due to production requirements for certain goods, the quantity produced may exceed or be less than the agreed and ordered quantity. Radin will follow tolerances determined by its suppliers, and the Customer has no right to claim differences in quantity that fall within those tolerances. If the delivery deviates beyond those guidelines, Radin will notify its suppliers and pass on to the Customer any compensation claims accepted by the suppliers. Radin is not liable for claims not accepted by its suppliers.
- 5.9. Place of delivery. The place of delivery is Radin's facility/warehouse Gospodarska ulica 9, 10431 Sveta Nedelja, Croatia. Delivery to the Customer's location is carried out only if expressly agreed and at the Customer's expense. In such cases, Radin may organise delivery itself or choose the carrier at its own discretion.
- 5.10. Transfer of risk. The risk of damage or accidental loss passes to the Customer when Radin makes the goods available to the Customer or its carrier at Radin's warehouse/facility as stated in Clause 5.9. If delivery to the Customer's location is specifically agreed, the risk passes to the Customer at the moment the goods are handed over to the carrier at Radin's warehouse.
- 5.11. Delay in acceptance. The Customer is obliged to take over the goods dispatched or made available at the place of delivery without delay. If the Customer fails to fulfil this obligation, delivery is deemed completed on the date of the notice that the goods have been dispatched or made available, and from that date the risk of accidental loss or damage passes to the Customer. In the event of a delay in acceptance, Radin has the right to charge the Customer storage and maintenance costs and to retain the goods until settlement of all due claims. If the Customer does not collect the goods even within an additional period after Radin's notice, Radin is entitled to sell the goods in an appropriate manner, including sale as scrap or for recycling, and from the proceeds settle storage, maintenance and sale costs and thereafter collect the

unpaid price. Any surplus will be paid to the Customer. If the sale does not cover the entire price, the Customer is obliged to pay the difference together with the costs incurred or damages.

6. QUALITY AND LIABILITY FOR DEFECTS

- 6.1. Inspection obligation and transfer of risk for errors. The Customer must, within a reasonable time, inspect the delivered products for conformity with the contract, as well as files, pre-products or intermediate products delivered for proofreading and/or approval. Radin may set a reasonable period for proofreading and/or approval, after which it shall be deemed that the Customer has approved the print of the submitted document. The risk of possible errors passes to the Customer at the moment the Customer approves the final version for print, in accordance with Clause 6.4 of these General Terms. Approval of the final version for print excludes Radin's liability for technical correctness and accuracy of the content in accordance with Clause 6.4. Deviations permitted by graphic norms and production standards referred to in Clause 6.5 (e.g. cutting accuracy, fidelity of reproduction to the original, colour tone, material quality) are not considered defects.
- 6.2. Apparent defects. The Customer must inspect the received products in the usual manner immediately upon receipt and notify Radin in writing of any defects without delay, with detailed justification. Otherwise, the Customer loses rights arising from such a claim.
- 6.3. Hidden defects. If after receipt of the products a defect is discovered which could not have been detected by a usual inspection, the Customer may invoke it provided that Radin is notified in writing without delay upon learning of the defect, with detailed justification. Radin is not liable for defects in the delivered product that manifest more than 8 days after delivery of the product. In any case, the Customer must prove that the defect existed at the time of transfer of risk to the Customer.
- 6.4. Proof of defects. The Customer must make available to Radin the products with defects. If the Customer can no longer return the defective products to Radin, claims based on liability for defects and damages are possible only if the Customer provides samples of the defective products and appropriate documentation of the defects from an authorised person according to a recognised quality control method. In such cases, the Customer accepts Radin's quality documentation according to one of the recognised quality assurance methods.
- 6.5. Rights in respect of defects. The Customer waives the right to terminate the contract due to defects in the delivered products/services. In the event of a justified complaint, Radin will, at its discretion, remove the defect or deliver replacement products free of defects. If removal of the defect or delivery of replacement products is no longer possible or cannot be carried out within a reasonable period or entails significant costs, the Customer is entitled to a price reduction. If Radin and the Customer cannot agree on the existence of a defect or the merits of the complaint and/or the amount of the price reduction, the court referred to in Clause 16.2 shall

have jurisdiction to resolve the dispute. A defect complaint does not entitle the Customer to withhold payment of the full amount of the invoice for the delivery concerned, but only the part of the price relating to the products complained of, and only until resolution of the complaint or Radin's response. Based on a defect complaint concerning one part of a delivery, the Customer is not entitled to complain about the entire delivery under the respective order nor to withhold payment for the entire delivery, but only for the part of the price relating to the complained part of the delivery and only until resolution of the complaint or Radin's response.

6.6. Liability for damage due to defects. Radin's liability for consequential damage caused by defects in the delivered products and services is excluded, unless the defect or damage was caused by Radin's intent or gross negligence. In any case, liability for damage due to a defect is limited to the value of the order from which the defect or damage arises. Radin is not liable for damage caused by improper storage, use or transport of the products by the Customer, its distributors, carriers or other persons acting on the Customer's instructions and orders. Radin will immediately notify its suppliers of any defects in the products or services and act in accordance with their instructions. Radin is excluded from compensation exceeding the damages recognised by its suppliers for defective products.

7. WARRANTY AND MAINTENANCE OF MACHINES

- 7.1. Scope. These service terms apply to all machines marketed, commissioned and maintained by Radin, unless regulated by a separate agreement, offer or invoice which defines otherwise.
- 7.2. Warranty commencement. The warranty is valid as of the date of installation of the machine. In the case of devices installed in a demo center or at a trade fair, the warranty is valid from the first installation, regardless of whether it took place at the customer's site or at another location.
- 7.3. Mechanical components. The warranty for mechanical components lasts 12 months from installation. The technician's labour cost is included in the warranty. If the machine is located outside Zagreb County, the Customer shall bear the technician's travel and accommodation costs throughout the entire warranty period.
- 7.4. Diagnostics during warranty. If the Customer reports a failure on a machine under warranty and our technician is dispatched to determine the cause of the failure on the assumption that the failure will be remedied under warranty, but after diagnostics it is established that the failure is not covered by the warranty, the cost of the service and installed parts will be charged at the regular service rates.
- 7.5. Parts excluded from the warranty. The warranty does not cover consumable parts, including but not limited to: the ink supply system (main ink tank, ink pumps, tubes, small ink reservoirs) and printheads. The service life of these parts depends on the manner of use, maintenance and operating conditions of the machine.

- 7.6. Conditions for exercising the warranty. The warranty is valid if installation is performed by an authorised Radin technician and if the system is regularly maintained. The warranty is void in the event of: (a) unauthorised repairs, modifications or relocation of the machine without agreement with Radin; (b) use of inappropriate inks and consumables; (c) improper handling or non-compliance with the instructions of the manufacturer and technician; (d) damage caused by external factors (power surges, fire, flood, mechanical damage).
- 7.7. Failure reporting procedure. Failures are reported in writing (by e-mail or text message) to Radin's service department. The report must contain the machine's serial number, a description of the failure and, if possible, photos or video. Radin will arrange a service visit at the earliest possible time.
- 7.8. Out-of-warranty services. When using out-of-warranty service by a service technician, the following conditions apply: travel to and from the service location EUR 0.50 excluding VAT per kilometre travelled from Radin's registered office; tolls and additional transport costs (ferry, bridge tolls, etc.) at actual cost; accommodation costs where required due to the duration or location of the intervention at actual cost; technician's working hours EUR 75.00 excluding VAT, charged per commenced hour (rounded up to the next full hour); all parts used at applicable prices.
- 7.9. Limitation of liability within the service framework. Radin's obligation under warranty is limited to repair or replacement of the defective part. Radin is not liable for indirect or consequential damages, including loss of production, profit or business interruption, except in the case of intent or gross negligence.

8. LIMITATION OF LIABILITY FOR DAMAGE

- 8.1. Liability for intent and gross negligence. Radin is excluded from liability for damage due to breach of contract (delay, non-performance or improper performance), except where the damage was caused intentionally or by gross negligence.
- 8.2. Maximum amount of compensation. Liability for damage is further limited to the amount of the value of the order (price/fee), and within that amount to foreseeable ordinary damage. Liability for loss of profit and non-pecuniary damage is excluded, unless the damage was caused intentionally or by gross negligence.

9. PROPERTY RIGHTS

Items used by Radin to perform the order, as well as processed data, remain the property of Radin and are not delivered or assigned to the Customer for use, even if the Customer has paid a fee for them or they have been specifically invoiced to the Customer.

10. INTELLECTUAL PROPERTY

- 10.1. Radin's copyrights. If Radin holds copyrights or related rights to the delivered products or parts thereof, the Customer acquires a non-exclusive right of distribution upon receipt and payment of the delivery. Radin retains all other copyrights, in particular the right of reproduction. Radin retains the exclusive right to use the means of reproduction it has produced for making reproductions and is not obliged to deliver them to the Customer for use.
- 10.2. Customer's obligations. Radin is not obliged to verify whether the Customer holds rights for reproduction, publication or other copyrights for any templates and materials supplied by the Customer for the performance of the work, nor whether the Customer holds rights for modifications, adaptations or any other form of use necessary to perform the contract with the Customer. By entering into the contractual relationship between Radin and the Customer as stated in Clause 1.5, the Customer expressly warrants that it holds all rights and necessary approvals for reproduction, publication, printing, modification, adaptation and other forms of use of all materials supplied to Radin for performance of the ordered work, in accordance with Clause 6.1 of these General Terms.
- 10.3. Provision of application programs. If the Customer provides Radin with materials or application programs for the purpose of further processing and use of the provided data and materials, the Customer warrants to Radin that it is authorised for such a limited assignment of use. Radin will use such materials or application programs exclusively for processing data and materials in order to perform the contract with the Customer.
- 10.4. Indemnity against third-party and authority claims. The Customer shall indemnify Radin for any damage, misdemeanour, administrative, judicial or out-of-court proceedings or claims that third parties may bring against Radin due to infringements of copyrights and other intellectual property rights or violations of personal rights arising from the business relationship with the Customer and the performance of the work at the Customer's request and/or from materials supplied by the Customer to Radin in connection with performance of the work.
- 10.5. Notification and suspension. Radin will notify the Customer without delay of third-party claims or the initiation of administrative, judicial or out-of-court proceedings under Clause 10.4 and is entitled to suspend performance of the work until the final and binding conclusion of such claims or proceedings. In such case, Radin is not liable for non-performance of the contract or the work nor for any damage that may arise therefrom for the Customer.
- 10.6. Court proceedings. If a lawsuit is filed against Radin in connection with infringements referred to in Clause 10.4, Radin will notify the Customer of the lawsuit through the court. If the Customer does not join the proceedings on Radin's side, Radin is entitled to acknowledge the claim and seek damages from the Customer, regardless of whether the third-party claim was legally founded.

10.7. Reimbursement of costs. The Customer shall reimburse Radin for all costs, including fines and damages that Radin has paid or incurred in connection with third-party claims and proceedings of competent authorities due to infringements referred to in Clause 10.4.

11. ASSIGNMENT (CESSION)

The Customer has the right to sell the ordered and received products in the ordinary course of business. By selling products ordered and received from Radin, the Customer's receivables against the subsequent purchaser (distributor, commission agent or other buyer) may be assigned to Radin as security for all Radin's receivables arising from the business relationship with the Customer. After such assignment, the Customer retains the right to receive payment from such resale. Radin may revoke the right to collect the price/fee from the further sale of the products if the Customer is late in fulfilling its obligations to Radin or if pre-bankruptcy or bankruptcy proceedings are initiated against the Customer or if there is a deterioration of the Customer's financial standing as described in Clauses 4.6 and 4.7 of these General Terms. At Radin's request, the Customer shall provide a list of subsequent buyers and all documentation from which the assigned receivables arise or are regulated and shall notify the subsequent acquirers of this assignment for security. If under applicable regulations certain formalities are required, such as concluding a written contract or entry in the appropriate register for the validity of the assignment of receivables, the Customer shall, at Radin's request and at its own expense, take all necessary actions for the validity of the assignment of receivables to Radin, including concluding appropriate written agreements.

12. RIGHT OF RETENTION

Radin has the right to retain all templates, films, manuscripts, data media, reproduction materials and other items that the Customer has handed over for the performance of the contract or on any other basis, in accordance with Article 286 of the Obligations Act, until settlement of all due claims. If the Customer becomes insolvent, Radin retains the right of retention even if its claims have not yet fallen due.

13. IMPRINT AND/OR LOGO

- 13.1. Marking on products. The Customer is obliged to indicate Radin as the service provider on all printed materials printed by Radin and to state Radin's logo in the imprint of its publication, unless agreed otherwise.
- 13.2. Use of Customer data. Radin is authorised to state information about the Customer as a contracting partner (including its distinctive sign/logo) and/or information about products and services delivered to the Customer as references on its website, in brochures or other promotional materials without the Customer's specific consent, including an appropriate display

of the products (e.g. front cover), unless expressly and in writing agreed otherwise with the Customer.

14. SENDING PROMOTIONAL NOTICES

By concluding a contract or establishing a business relationship with Radin, the Customer consents to the use of its data for sending promotional materials, notices and offers related to Radin's services, including offers of new products and services. The Customer may withdraw this consent at any time by sending a written notice by post or e-mail to Radin's addresses stated on the website www.radin.hr.

15. CONFIDENTIALITY

- 15.1. Definition of confidential information. In any form and on any medium, all business, financial, technical and other data and know-how of the parties, their affiliated companies or business partners that are not public, the disclosure of which to unauthorised persons could lead to misuse and damage to the affected party or any of its affiliates or business partners, shall be considered confidential information, in particular information on the financial terms of business cooperation between Radin and the Customer.
- 15.2. Duty of secrecy. Each party is obliged to keep confidential vis-à-vis third parties all confidential information and documents it learns as a party to the contract or a related contract, in particular in connection with negotiations and decision-making between the parties.
- 15.3. Exceptions. The confidentiality obligation does not apply where the contract or related documents need to be presented to banks. Furthermore, each party may disclose confidential information to members of the legal, accounting or tax professions who are bound by professional secrecy, when and if necessary to protect its legitimate interests. The confidentiality obligation also does not apply if confidential information must be disclosed under binding regulations or decisions of judicial or administrative authorities, and then only to the extent required by law.
- 15.4. Processing of personal data (GDPR). In all relations between Radin and Customers where the services consist, in whole or in part, of the processing of personal data within the meaning of Article 4(2) of Regulation (EU) 2016/679 (GDPR), Radin's rules on such personal data apply, as well as all applicable regulations in that area, including the GDPR.
- 15.5. Customer's GDPR obligations. The Customer must act in accordance with all regulations and rules referred to in the preceding Clause 15.4 and align its business and conduct therewith. If necessary and at Radin's request, the Customer shall conclude all appropriate written agreements concerning the processing of personal data under the GDPR and other applicable regulations.

15.6. Consequences of failure/violation. If the Customer refuses to conclude appropriate written agreements with Radin as requested under Clause 15.5, or breaches provisions of an existing data protection agreement or data protection regulations referred to in Clause 15.4, Radin is entitled to cancel the order or terminate the contract without observing a notice period.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. Governing law. The substantive law of the Republic of Croatia applies to all relations between the Customer and Radin. In cases of sales contracts with an international element, the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 16.2. Jurisdiction. For all disputes arising from relations between Radin and the Customer to which these General Terms apply, including disputes relating to the interpretation, application or performance of these General Terms, the competent court in Zagreb shall have jurisdiction. Without prejudice to the foregoing, Radin reserves the right to initiate proceedings before the court of the Customer's general local jurisdiction.

17. TERMINATION OF CONTRACT

If the contract relates to the performance of printing works on a recurring basis and neither the duration nor the notice period is agreed, each party may terminate the contract in writing with a notice period of one month, which runs from the date of receipt of the notice by the other party. In the event of cancellation of an individual order by the Customer during the term of the contract after the order has already been performed, Clause 2.5 of these General Terms shall apply.

18. FINAL PROVISIONS

- 18.1. Publication of the General Terms. These General Terms are published on Radin's website www.radin.hr on 1 September 2024 and enter into force on the date of publication.
- 18.2. Partial nullity. If any provision of these General Terms or special agreements between the parties is or becomes null and void, this does not affect the validity of the remaining provisions of these General Terms or the special agreements.
- 18.3. Amendments to the General Terms. Radin reserves the right to amend and supplement these General Terms. The amended and supplemented version is published on the website (www.radin.hr). The amended and supplemented General Terms apply to all new contractual relationships established after the entry into force of the amended General Terms. The amended General Terms will also apply to existing contractual relationships unless the Customer notifies Radin in writing within 15 days of their publication that it does not accept the amendments. In the event of such notification, the General Terms in force at the time the

relationship was established will apply to the existing relationship, without prejudice to Radin's right to terminate such relationship with a notice period of three months.

18.4. Official version. The official version of the General Terms is the version written in the Croatian language. In the event of a discrepancy with the English translation, the legally binding version is the original Croatian version.