

Eurofins Croatia Kontrola d.o.o.
Karlovačka cesta 4L, 10000 Zagreb, Croatia
Phone: +3851 4817 215
Fax: +3851 4817 191
info.croatia.kontrola@ftceo.eurofins.com
www.eurofins.hr

Pre-Contractual Notice and General Terms and Conditions

(hereinafter: the "General Terms")

These General Terms shall apply as of 01 February 2026.

I. GENERAL PROVISIONS REGARDING EC AND THESE GENERAL TERMS

1. These General Terms and Conditions of the company Eurofins Croatia Kontrola d.o.o., with its registered office at Zagreb, Karlovačka cesta 4L, Tax Number / PIN: 50024748563, registered with the Commercial Court in Zagreb under Court Registration Number (MBS) 080105450 (hereinafter: "EC"), govern the legal relationship between EC and the client in connection with orders for the provision of all services, in particular services including analyses, sampling, inspections, site visits, studies, and expert knowledge, as well as technical assistance (hereinafter: the "Services").
2. All orders accepted by EC or any of its affiliated companies shall be subject to these General Terms, including orders placed by telephone that have not been confirmed in writing, as well as orders placed through the delivery of samples.
3. These General Terms replace all prior oral or written offers and agreements between the contracting parties and, unless expressly stated otherwise, shall prevail over any conflicting or inconsistent provisions contained in any subsequent written documents exchanged between the contracting parties. No authorised person (other than a member of the Management Board of EC) shall be entitled to amend or waive any provision of these General Terms or to make statements that contradict or purportedly override any provision hereof; any such amendments, waivers or statements shall be binding upon EC only if made in writing and signed by a member of the Management Board of EC.
4. Unless expressly approved in writing and signed by a member of the Management Board of EC, any terms proposed or submitted by the client (including, but not limited to, terms contained in an Order, instructions or other documents) which deviate from these General Terms shall be deemed to constitute a material amendment to these General Terms and shall have no legal effect.
5. Unless expressly approved in writing and signed by a member of the Management Board of EC, any special conditions of previous Orders approved by EC in accordance with these General Terms, including special pricing, shall not automatically apply to subsequent Orders. Each Order accepted by EC shall be treated as a separate contract between EC and the client. An Order may not be amended or cancelled, in whole or in part, without the prior express written consent of EC.

Website and Contact Details

EC website: <https://www.eurofins.hr/>

EC email address: info.croatia.kontrola@ftcee.eurofins.com

Telephone number: +385 1 481 7215

II. ORDER

6. Any request for Services submitted by the client to EC shall constitute the client's full, complete and unconditional acceptance of these General Terms.

7. A request for Services must be submitted to EC in writing, and the client undertakes to use, as a priority, the EOL software application, unless such applications are temporarily unavailable due to circumstances compromising the security of data exchange. All oral requests for Services (in particular those made by telephone) must be confirmed in writing by the client in order to be valid. In the absence of such confirmation, EC reserves the right not to process the request.

8. The client must confirm any request for Services made by telephone in writing without delay. In any event, a request for Services shall be deemed to have been submitted if the client sends samples to EC while referring to the client number assigned to it by EC. EC shall not be obliged to commence testing and inspection until it has received all necessary information.

9. Based on the request for Services, EC shall issue a written offer, proposal or contract specifying the type of Services ordered and their price. Offers, proposals and contracts delivered to the client shall be valid for the period stated therein; if no such period is specified, offers, proposals and contracts shall be valid for fifteen (15) calendar days from the date of dispatch to the client. Failure by EC to respond to a client's request for Services shall not constitute tacit acceptance of the request by EC.

10. Upon the client's acceptance of an offer, proposal or contract, the order for Services (hereinafter: the "Order") shall become binding on the contracting parties upon the first occurrence of any of the following events:

- (i) at the moment EC receives the offer, proposal or contract signed by the client, whether in hard copy or electronic form; or
- (ii) at the moment the samples are sent to EC, even if the signed offer, proposal or contract has not been returned; or
- (iii) at the moment EC commences the provision of the Services and the client does not object thereto; or
- (iv) at the moment the client pays all or part of the price for the ordered Services.

11. EC shall be entitled to require payment of up to 100% – including 100% – of the value of the Order as a condition for accepting the Order. EC shall be entitled to amend the price at any time until the Services are performed for the client.

12. In the event of full or partial cancellation of an Order, or suspension or postponement of its performance at the initiative of the client:

- (i) EC shall not be obliged to refund any advance payments or amounts already paid;
- (ii) the price of the Services under the relevant Order, the performance of which has commenced, shall become immediately due and payable in full; and
- (iii) the client shall be obliged to compensate EC for damages in the amount of the actual loss suffered by the Company, including costs incurred for the purpose of performing the Order, which amount shall in no event be less than 50% of the total Order value excluding tax, unless the client proves that the damage suffered by EC was less than 50%, in which case the Order price shall be reduced to the amount of the actual damage incurred.

13. Certain Services are subject to specific advance notice periods for cancellation, and cancellation without compliance with such notice periods shall result in the full Order amount being charged: forty-eight (48) hours in advance for sample collection and ninety-six (96) hours in advance for sampling.

14. In the case of Orders involving attendance at the client's premises (in particular for sampling and inspection), any inability to perform the Order due to site conditions that do not ensure the safety of EC's employees and operators, or due to lack of access to the site, shall be deemed to constitute cancellation of the Order at the initiative of the client on the date scheduled for performance, and shall have all the consequences set out above.

15. EC reserves the right to suspend, amend and/or cancel a valid Order in the event of a change in applicable regulations or legislation affecting its performance, in which case the client shall not be entitled to any compensation or refund. In the event of cancellation of an Order for this reason, the client shall remain obliged to pay for the Services that have been performed in whole or in part, as well as to cover the costs incurred by EC for the purpose of performing the Order.

16. Any requests for Services not provided for in an existing Order shall be subject to a new offer, proposal or contract specifying the price of such new Services. If the client submits additional samples not covered by the existing Order, this shall be deemed a new request for Services and shall be subject to a new Order. A request for an additional Service in relation to samples already submitted shall be treated as a new Order and may result in a delay to the originally estimated delivery time.

III. PRICE AND PAYMENT TERMS

17. The price of the Services invoiced to the client shall correspond to the price stated in the Order (unit price excluding tax) or, if there is no written Order, to the price applicable at the time the performance of the Services commences.

18. Unless otherwise stated in the Order, the price shall be expressed in euros, exclusive of tax, customs duties, currency conversion costs, and sampling, packaging, delivery and insurance costs, which shall be invoiced separately. The applicable taxes shall be those in force on the date of issuance of the invoice.

19. Prices are determined on the basis of the data and information provided by the client and on the assumption of normal conditions for the performance of the Services.

20. The price of the Services shall be subject to semi-annual adjustment based on the upward or downward movement of the following indices:

- the Producer Price Index for Business Services, published by the Croatian Bureau of Statistics (CBS) – accounting for 50% of the price;
- the Consumer Price Index, also published by the CBS – accounting for the remaining 50% of the price.

For each of the above indices, the reference index for the first adjustment shall be the last published index as at the date the price becomes effective, while for all subsequent adjustments the index used in the previous adjustment shall serve as the comparative value. The comparative index shall be the last published index as at the date of the price adjustment. Adjustments shall be carried out automatically, without the need for any special notice or request.

21. EC reserves the right to increase the price of the Services stated in the Order:

- if specific characteristics of the samples, which were not known at the time the Order was issued, result in additional costs for the performance of the ordered Services; or
- in the event of amendments to applicable regulations, the entry into force of new legal provisions, or new recommendations issued by competent administrative or supervisory authorities applicable to the ordered Services and/or to EC, which result in increased costs for EC in performing the Services.

22. All quoted and invoiced prices are exclusive of VAT, and the amounts thereof are specified in the Order itself. The tax rate applicable on the date of issuance of the invoice shall apply.

23. The client shall provide all information required for the issuance of invoices. Unless otherwise agreed upon acceptance of the Order, the Services may be invoiced upon completion, and all invoices shall be due and payable within fifteen (15) days from the date of issuance. Any objections to invoices must be submitted electronically within fifteen (15) days from receipt of the invoice to the email address sh-ftce003-invoices@ftcee.eurofins.com. If an invoice is not disputed within the above period, or if the client pays the invoice, even in part, the invoice shall be deemed finally accepted by the client, who thereby waives the right to subsequently dispute it.

24. All printed copies of invoices and duplicate invoices, as well as printed copies of analytical reports or inspection reports issued at the client's request, shall be charged at a fixed fee of fifteen (15) euros, exclusive of tax, per document.

25. Any complaint regarding the Services shall not release the client from the obligation to pay for the Services. Statutory default interest shall accrue on due but unpaid invoices from the first day following the due date of the relevant invoice. In addition, for unpaid invoices issued to entrepreneurs and public sector entities, a fixed compensation for recovery costs in the amount of EUR 40 shall be charged in accordance with Article 13 of the Act on Financial Operations and Pre-Bankruptcy Settlement (Official Gazette Nos. 108/12, 144/12, 81/13, 112/13, 121/13, 78/15, 71/15, 114/22).

26. Failure to pay any invoice when due may, following standard notification and the expiry of five (5) days from an unsuccessful written reminder, result in:

- (i) the immediate suspension of the relevant Order as well as all other ongoing Orders of the client;
- (ii) the immediate maturity and collectability of all outstanding amounts relating to the relevant Order; and/or
- (iii) cancellation of the relevant Order, for which the client shall bear responsibility, without prejudice to EC's right to claim damages.

27. EC shall issue invoices to the client in electronic format, addressed to the persons and/or representatives of the client specified in the Order. The client acknowledges that invoices sent electronically shall be recognised as originals before courts and shall constitute admissible, valid and enforceable evidence of the data contained therein between the contracting parties, in the same manner, under the same conditions and with the same evidential value as an invoice drawn up, received or stored in hard copy form.

28. Payment shall be made by bank transfer. Any other method of payment shall require the prior written approval of EC. Payment shall be deemed effected only upon actual receipt of the amount by EC.

29. No discounts shall be granted for early payment.

30. Settlement of EC's invoices by set-off, for any reason whatsoever, shall be permitted solely with the prior, explicit and written consent of EC.

IV. CLIENT OBLIGATIONS REGARDING SAMPLE DELIVERY

31. The client shall supply a sufficient quantity of samples, which must be in a condition enabling the preparation and performance of the Services without difficulty. When submitting samples, the client shall indicate the unique Order number or provide sufficiently precise information enabling EC to identify each sample (where applicable), and EC shall be entitled, acting in good faith, to rely on such information.

32. The client shall be responsible for the appropriate preparation and safe delivery of the samples submitted to EC for the performance of the Services. Unless expressly stated otherwise in the Order, EC shall under no circumstances be liable for any loss, deterioration or damage that may occur during sampling, collection or transport of the samples. The client shall

bear sole responsibility for the safety, dispatch, packaging and insurance of the samples from the moment of sampling until their arrival at the laboratories or facilities where the Services are performed.

33. Samples must be in a condition enabling testing, analysis and reporting, or the provision of the Services, to be carried out without difficulty.

34. EC may carry out a preliminary examination of the samples to verify their quantity and condition prior to commencement of the Services. The client shall inform EC of the exact composition of the samples. The client shall bear the cost of such preliminary examination if the samples do not meet the conditions set out in this Section.

35. If the results of the preliminary examination indicate that testing or the provision of the Services is not possible or is possible only under more difficult conditions than anticipated – for example, due to contamination of the samples with foreign substances or materials not declared by the client, or if the samples are degraded – EC shall be entitled to cancel or suspend the performance of the Order, and the client shall reimburse all costs incurred by EC up to that point.

36. The client shall ensure and warrant that no sample constitutes a hazard, whether at the point of collection, during transport, in the laboratory or at any other EC location, including any risk to EC's premises, equipment, personnel or representatives.

37. The client shall be responsible for compliance with regulations governing the handling of hazardous waste, including obligations relating to information, labelling, transport and disposal, as well as for timely informing EC's personnel or representatives of all health and safety matters relating to the samples, including known or suspected biological, toxic or other contaminants that may be present in the samples, their possible concentrations, and the risks they pose to EC's premises, equipment, personnel and representatives.

38. The client shall be liable for and shall indemnify EC against all costs, damages, liabilities and injuries that may be incurred by EC, its personnel, subcontractors or agents, including at the sampling site, during transport or in the laboratory, which are connected with the client's samples or the conditions at the sampling site. The client shall bear all extraordinary costs of the proper disposal of hazardous waste arising from the samples, regardless of whether such waste was previously declared as hazardous. If requested by EC, the client shall be obliged to provide an accurate analysis of the samples.

V. PERFORMANCE OF SERVICES AND PERFORMANCE DEADLINES

39. EC shall freely, at its sole discretion, determine the methods, procedures, techniques, products or other elements required for the performance of the ordered Services.

40. Any performance deadlines stated in the Order are provided for informational purposes only, and failure to meet such deadlines shall not constitute grounds for EC's liability. Notwithstanding the foregoing, EC reserves the right to perform the Services in stages, with each stage being invoiced separately. EC shall use reasonable efforts to meet the estimated deadlines.

41. Performance of the Services ordered by the client is conditional upon EC receiving the sample(s) for analysis and all necessary information to be provided by the client within the time period previously communicated to the client. Any delay by the client in submitting samples and information shall result in an extension of the indicated informational performance deadlines and may justify additional costs, which EC shall be entitled to invoice, as well as an adjustment of the price of the Services, which the client expressly acknowledges and accepts.

42. In the event that the client orders a testing Service falling within the accredited scope of activity, and if the conditions of analysis do not allow EC to perform the Service in accordance with the requirements of the Croatian Accreditation Agency, EC shall notify the client and obtain approval to perform the testing outside the accredited scope. In any event, the price of the Service ordered by the client shall remain payable in full to EC. Any analytical report issued outside the accreditation

framework may under no circumstances be used by the client or presented to third parties as a report issued within the accredited scope. A Service performed outside the scope of accreditation shall not be considered compliant with accreditation standards nor covered by international mutual recognition agreements.

43. EC shall be entitled to subcontract the performance of the Services, in whole or in part, subject to the prior approval of the client. EC shall nevertheless remain responsible for the proper performance of the Services by its subcontractors.

44. Results shall, as a rule, be delivered by email and/or other electronic means to the persons designated by the client in the Order, promptly upon completion of the analysis.

45. Even if EC has accepted and commenced performance of an Order, EC shall be entitled at any time to suspend the execution of testing and cease all activities if the client is in default with payment of any amounts due to EC, regardless of whether such amounts relate to the relevant Order or any other Order.

46. Upon completion of the testing, EC shall issue to the client a certificate of performed testing or an analytical report.

VI. OWNERSHIP OF SAMPLES AND THEIR SAFEGUARDING AND STORAGE

47. The client shall remain the owner of the samples. The client authorises EC to use the samples free of charge for the purpose of performing the ordered Services. Under no circumstances shall EC be liable for any damage to a sample entrusted to it for the performance of an Order. Unless the client pays for safekeeping and storage, EC shall have no obligation or liability whatsoever for the safekeeping and storage of samples submitted for storage, including samples requiring refrigeration. Where the client pays for safekeeping and storage, EC shall take reasonable measures to safeguard and store the samples in accordance with professional standards.

48. The Order shall specify whether, upon completion of the Services, the sample is to be returned to the client, destroyed or stored (and, where applicable, the desired storage period). If no such instructions are provided in the Order and no specific storage regulations apply, the sample or any remaining portion thereof shall be stored by EC for a maximum period of thirty (30) calendar days from completion of the relevant Services, unless the sample constitutes perishable goods, in which case the maximum storage period shall be shortened accordingly.

49. Upon expiry of the above storage period, unless otherwise specified in the Order, the sample or any remaining portion thereof shall be destroyed by EC without the need for prior notice to or consent from the client.

50. The client shall bear all costs and expenses associated with the storage, return or destruction of the sample, including where such costs are not expressly stated in the Order:

- Return of the sample to the client: the client shall bear the costs of dispatch, insurance and packaging. Samples shall be returned at the sole risk of the client; EC shall not be liable for any damage, deterioration, or total or partial loss of the sample during transport.
- Destruction of the sample: the client shall bear all costs of destruction, including any additional and/or specific costs required under applicable laws and regulations (e.g. those relating to hazardous substances and waste).
- Storage of the sample: EC undertakes to take reasonable measures in accordance with standard practice for the storage of the sample, at the client's cost and risk. The client shall bear all storage costs, including any additional costs arising from compliance with regulations applicable to hazardous substances and waste.

VII. REPORTS AND RESULTS

51. Results shall be delivered to the client in hard copy, by email in PDF format and/or by any other means, addressed to the persons and/or representatives of the client specified in the Order.

52. Reports delivered electronically shall be electronically signed using a procedure enabling authentication of the signatory authorised to approve the report and shall be archived by EC using a technical process that ensures storage in the original format. The technical procedures applied by EC ensure the confidentiality and integrity of the data contained in the reports. The client acknowledges and accepts that reports sent electronically shall be recognised as originals before courts and shall constitute admissible, valid and enforceable evidence of the data contained therein between the client and EC, in the same manner, under the same conditions and with the same evidential value as a report drawn up, received or stored in hard copy form.

53. Each issued report shall relate exclusively to the sample(s) analysed by EC.

54. In the event that performance of the Services has been subcontracted to a third party, the original reports of the subcontractor substantiating the results shall be provided to the client.

55. Upon the client's express written request, EC may perform a comparison between the results obtained upon completion of the Services and the standards applicable in the relevant field. Such comparison shall constitute an additional Service, which shall be subject to a separate Order and shall be invoiced separately by EC.

56. Where EC has prepared and delivered to the client a preliminary analysis report, the client acknowledges and accepts that certain information and results may change between the preliminary and final reports, and that any use and/or interpretation of the information and results contained in the preliminary report shall be at the client's sole responsibility.

57. EC shall be obliged to deliver to the client the results of the analyses performed, namely the certificate of performed testing or the analytical report, only on the condition that the client has fully settled all due monetary obligations towards EC by the time of delivery, irrespective of the Order from which such obligations arise.

58. Until the above condition is fulfilled, EC shall be entitled to temporarily retain the results of the analyses, the certificate of performed testing or the analytical report, and to temporarily suspend the delivery of all Services to the client, and such conduct shall not be deemed a delay or a breach of any contract between the client and EC.

VIII. RE-ANALYSIS

59. The client shall have a period of ten (10) calendar days, calculated from the date on which EC delivers the analysis report, to lodge an objection or challenge the results.

60. If the client requests a repeat analysis, the client shall bear the cost of such analysis in accordance with a new Order, unless the results of the repeated analysis differ significantly from those of the initial analysis. A repeat analysis shall be possible only if, at the time the objection is received, EC has a sufficient quantity of the original sample available and if the storage periods and conditions comply with the requirements necessary to perform the repeat analysis.

IX. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND RIGHT TO USE TEST RESULTS

61. Unless expressly otherwise agreed and stated in the Order, all intellectual property rights of EC, in particular those relating to the Services, including but not limited to patents, studies, design rights, models, drawings, trademarks, accreditation or certification marks, logos, trademarks, commercial names, copyrights, computer programs, software applications, source codes, databases, know-how, trade secrets, technical or scientific methods, procedures and knowledge, technologies, ideas, concepts, improvements and enhancements – including those developed during the performance of an Order – shall remain the exclusive property of EC and shall not be transferred or assigned to the client in any manner whatsoever. The client undertakes to refrain from any misappropriation of such rights and from challenging their validity.

62. Where EC provides the client with software or enables the provision of Services remotely, the client shall be obliged to use such software in accordance with the applicable licence terms, instructions and manuals.

63. Upon full settlement by the client of all EC invoices, the client shall be entitled to use all data, analyses or test results prepared by EC for the client for the purpose of performing the Order.

64. The client undertakes not to use reports prepared by EC in a misleading manner and to distribute them only in their entirety. The client warrants that none of the information it provides infringes the rights of third parties. Any publication, distribution, public display or reproduction by the client, in any form, through any medium and for any purpose, of results, analytical reports and, in general, any documents issued by EC in which EC, its name and/or logo and/or any of its distinctive signs are mentioned or reproduced, shall require the prior, express and written consent of EC

65. In any event, including after the client has settled all its obligations towards EC, EC shall retain the right to store, use and publish all analytical results in anonymised form that does not allow identification of the client, as well as the right to retain copies of results and reports for archiving, quality control and regulatory compliance purposes. The client shall also not be authorised to publish, publicly display, reproduce or distribute EC's accreditation or certification mark. Reproduction, public display, distribution or publication of a report in its entirety shall not be considered use of the mark of the Croatian Accreditation Agency; however, it shall nevertheless require the prior, express and written approval of EC, as described above.

66. The client undertakes to maintain the confidentiality of all Services, test results and analyses delivered by EC. Unless disclosure is required by law, the results of analyses shall not be made public or used without the prior written consent of EC. Even where EC grants such consent, the client:

- (i) shall bear full responsibility for all consequences arising from the disclosure of such results to third parties and any reliance placed on such results; and
- (ii) expressly undertakes to release and hold harmless any personnel of EC from any liability that may arise therefrom.

67. Any information obtained or generated during the performance of an Order may, in any event, be disclosed by EC without incurring liability:

- (i) to its service providers and/or subcontractors involved in the performance of Orders, who undertake to keep such information strictly confidential;
- (ii) to accreditation audit organisations for the purpose of assessing EC; and
- (iii) to any administrative or judicial authorities that request such information.

68. EC shall deliver the results of the tests performed to public authorities where it is obliged to do so by law.

69. For the avoidance of doubt, the provisions of this Section shall continue to apply in the event of termination of the contract (Order), irrespective of whether the contract between the client and EC has expired by lapse of time, been terminated for cause, or cancelled.

70. In any event, the client undertakes to indemnify and hold EC harmless against all consequences, damages, claims, objections, actions, legal proceedings, payments, compensations or indemnities of any kind that may arise from the use, distribution, publication, public display or reproduction of results, reports and documents issued by EC, including cases where such use was previously authorised by EC.

X. TERMINATION OF THE ORDER

71. If the client breaches the provisions of the contract (Order) or these General Terms, EC shall be entitled to terminate the Order with the client while retaining any monetary consideration received in respect of the Order. The Order shall be deemed terminated at the moment the client receives the notice of termination of the Order on its email server. EC reserves the right to claim full compensation for any damage incurred as a result of the breach of the Order or these General Terms.

72. The client may declare termination of the Order at any time until the ordered Service has been performed; however, in such case, the client shall be obliged to pay EC a proportional part of the remuneration and the necessary and useful costs incurred, as well as to compensate EC for the resulting damage.

XI. LIMITED WARRANTY, LIABILITY FOR DEFECTS AND COMPLAINTS

73. Orders are performed under the supervision and control of EC, under the best possible conditions and in accordance with applicable standards and EC's capabilities, taking into account the current state of the art and the methods developed and regularly used by EC in the provision of the Services. It is acknowledged that results may not always be absolutely accurate and/or relevant. Testing, analyses, interpretations, assessments, advisory services and conclusions are prepared professionally and impartially, with due care and in accordance with professional standards; however, EC does not warrant absolute accuracy or completeness.

74. The client relies on all results, interpretations, opinions and conclusions delivered by EC exclusively at its own risk, in particular in relation to matters of significance. The client is responsible – especially where circumstances or the importance of the subject matter so require – to verify and review compliance of the results at its own expense and risk, including requesting a repeat analysis in order to ensure the accuracy of the results delivered by EC. If it is determined that published results are inaccurate or non-compliant, the client shall immediately notify EC thereof and refrain from any use or exploitation of such results. Any exploitation of the results falls exclusively within the client's discretion, and the client shall independently and at its own responsibility take all steps it deems appropriate.

75. Each analytical report shall relate exclusively to the sample analysed by EC. If EC has not timely received approval and payment for the determination of a sampling plan (including which raw materials or products are to be analysed and at what frequency) and for defining the accuracy of the analysis, or if the client has failed to comply with EC's requirements, EC shall exclude any liability if the sampling plan and/or scope of analysis proves to be insufficient or inappropriate.

76. The client shall be responsible for the proper dispatch of samples sent to EC for testing/analysis. Unless expressly agreed otherwise in writing with EC, EC shall in no event be liable for any loss or damage to samples during transport or while the samples are located at facilities providing logistics services. The client shall at all times be responsible for the safety, packaging and insurance of the samples, from dispatch until delivery to EC's offices or laboratories. EC shall apply best commercial practices in the handling and storage of samples but shall not assume liability for loss or damage to samples, even after receipt at its laboratories, except where such loss or damage results from gross negligence or wilful misconduct of EC's employees.

77. In relation to advisory Services, EC shall endeavour to provide high-quality advice based on the information available; however, the client shall remain solely responsible for the accuracy and completeness of the information provided and, consequently, for any decisions and measures based thereon. The client shall provide timely instructions, information and support necessary for the performance of the Services and acknowledges that EC shall not be liable for delays, errors or issues caused by acts or omissions of the client, its agents or employees. EC may charge additional costs (at its standard rates applicable at the time) for additional work or expenses arising from such acts or omissions.

78. Statements, recommendations and forecasts issued by EC, as well as reports, presentations and other communications, are prepared in good faith and on the basis of information available at the time of their preparation and are intended exclusively for the client. Although EC shall use reasonable efforts in preparing such statements, recommendations and forecasts, neither EC nor any engaged consultant shall be liable for any loss or damage arising from the client's reliance thereon, and the client accepts that such risk constitutes its own business risk.

79. If any aspect of the Services (including samples submitted to EC for testing) is or may be relevant to judicial or arbitral proceedings, the client shall notify EC thereof in writing prior to commencement of the Services. If the client fails to do so, EC shall not be obliged to provide expert testimony and shall retain the right to charge for all Services performed.

80. Unless expressly otherwise agreed in writing between the contracting parties, the contractual relationship shall exist exclusively between the client and EC. No third parties shall have any rights as beneficiaries under an Order, and the client shall indemnify EC against any claims by third parties arising out of or in connection with an Order.

81. All Services are provided in good faith, with an appropriate level of care and confidentiality. Reports are prepared on the basis of information known to EC at the time of provision of the Services. Although EC shall use all reasonable efforts to ensure accuracy, the quality of the Services also depends on effective cooperation by the client, its employees and the information provided.

82. All EC reports are prepared on the understanding that:

- (i) EC assumes no responsibility towards any person or entity other than the client;
- (ii) reports do not constitute a warranty, obligation or contractual condition (Order), unless such warranty, obligation or condition has been expressly assumed by EC;
- (iii) reports are the result of a professional and impartial analysis performed by EC personnel for each individual Order, and all forecasts are estimates only;
- (iv) EC is entitled to request payment irrespective of the content of the report results;
- (v) results relate exclusively to the items tested and the information provided.

XII. LIMITATION OF LIABILITY

83. Unless expressly stated otherwise in the Order or these General Terms and to the fullest extent permitted by applicable law, all liability and all warranties (including any implied warranties of quality or fitness for a particular purpose) in relation to the method, quality and timing of the provision of testing Services and the results delivered by EC are excluded, and the warranties and liabilities of EC expressly set out in these General Terms shall be exclusive.

84. EC expressly excludes all provisions relating to liability for material defects of its Services.

85. EC's liability (including that of all persons associated with EC in the provision of the Services, in particular its personnel and representatives) may arise only if the client proves the existence of direct and immediate damage resulting from gross negligence or wilful misconduct committed by EC in the provision of the Services, and only if the client has notified EC of its claim by registered letter with return receipt within six (6) months from the date on which the damage was discovered. In any event, EC's liability shall be expressly excluded in cases of force majeure, as defined in these General Terms.

86. Except in cases where such limitation is not permitted or is null and void under applicable law, and subject to the provisions of this Section:

- (i) EC (including its employees, representatives, members of management, directors, agents, consultants, partners and affiliated companies; hereinafter: the “EC Responsible Persons”) shall be liable solely for proven direct damage (excluding any claim for loss of profit or non-material damage) caused by a breach of obligations in connection with the performance of an Order by the EC Responsible Persons, and only if EC receives written notice thereof no later than fourteen (14) days from the date on which the client became aware of the basis for the claim (unless applicable law provides for a longer period that cannot be contractually limited);
- (ii) in any event (regardless of the basis of liability), the total liability of the EC Responsible Persons for all claims for damages in connection with an Order, and the client’s sole and exclusive remedy in respect of the Services provided by EC under these General Terms, shall be limited to the lower of the following two amounts:
 - a) the amount of direct damage (excluding loss of profit or non-material damage, including loss of or damage to data, any special, indirect or consequential damages, costs, fees or losses suffered by the client or any third party) caused by a breach of obligations by an EC Responsible Person in connection with the performance of the Order; or
 - b) ten (10) times the amount actually received by EC from the client under the relevant Order, but in no event exceeding EUR 3,500.

87. For the avoidance of doubt, neither EC nor any EC Responsible Person shall be liable for loss of profit or non-material damage, loss of business profits, loss of goodwill or similar intangible losses, loss of business opportunities, loss of contracts, loss of revenue, loss of anticipated savings, loss of or damage to data, or any special, indirect or consequential damages, costs, fees or losses suffered by the client or any third party as a result of a breach.

88. The client expressly waives any additional claims against EC’s insurers and undertakes to obtain and warrants to EC and its insurers that it has obtained, an equivalent waiver from its own insurers.

89. In the event of damage, the client undertakes to take all timely measures and actions to mitigate its loss to the greatest extent possible. Any breach of this obligation by the client may result in the client’s own liability and/or a limitation of EC’s liability.

90. The client expressly accepts the applicability and legally binding nature of this limitation of liability clause within its contractual relations with EC and confirms that the provisions of this Section are proportionate and reflect the price which would otherwise be higher in the absence of such provisions and accepts such risk and/or undertakes to obtain appropriate insurance coverage.

XIII. FORCE MAJEURE

91. EC shall not be liable for delays, errors, damage or other issues caused by events or circumstances that could not have been foreseen or that are beyond EC’s reasonable control, or that arise from compliance with requirements of governmental, statutory or regulatory authorities.

92. EC shall not be liable for total or partial non-performance of its obligations under these General Terms and an Order where such non-performance is caused by an event constituting force majeure within the meaning of applicable law. In addition to statutory and judicial definitions, the contracting parties agree that the following events shall also constitute force majeure and shall exclude EC’s liability: fires, explosions, floods, storms and other natural disasters, pandemics, wars (including civil wars), rebellions and invasions, riots, cyber-attacks, shortages, difficulties or disruptions in the supply of materials or transportation, accidents affecting production, unusually long certification periods, amendments to or entry into

force of new laws or regulations affecting the Order, total or partial strikes or other industrial action involving EC's personnel, suppliers or service providers, occupation of facilities or premises, administrative decisions, non-renewal or withdrawal of necessary administrative approvals without fault on the part of EC, and acts of public authorities.

93. The occurrence of force majeure shall not release the contracting parties from, nor exempt them from, their payment obligations under these General Terms and Orders.

XIV. PROCESSING OF CLIENT PERSONAL DATA

94. EC processes personal data in accordance with its privacy policy published on its website: <https://www.eurofins.hr/>.

XV. ECONOMIC SANCTIONS

95. In the course of its business activities, EC complies with all economic sanctions, restrictive measures and trade embargoes adopted by the United Nations Security Council and the European Union (hereinafter: the "**Economic Sanctions**"), as well as with all laws, regulations and decisions of the United Nations Security Council and the Council of the European Union that declare or impose economic sanctions (hereinafter: the "**Economic Sanctions Regulations**").

96. The client undertakes and warrants that throughout the entire duration of its contractual relationship with EC:

- the client is not and shall not become a target of any Economic Sanctions;
- to the best of its knowledge, the client is not and shall not be owned or controlled, directly or indirectly through beneficial ownership, by any person subject to Economic Sanctions;
- the client complies and shall continue to comply with all Economic Sanctions Regulations. Without limiting the scope or generality of the foregoing, the client shall refrain from:
 - (i) directly or indirectly exporting, re-exporting, trans-shipping or otherwise supplying services, products or any other services in violation of any Economic Sanctions Regulations; or
 - (ii) acting as an intermediary, providing financing or otherwise facilitating transactions that violate any Economic Sanctions Regulations;
- the client is not involved in any proceedings and is not subject to any investigation by competent authorities for suspected violations of the Economic Sanctions Regulations.

97. The client shall indemnify EC, all companies affiliated with EC (including sister companies, parent companies and holding companies), as well as EC's personnel, agents and representatives, against all losses, damages, fines, costs (including, without limitation, legal costs) and expenses suffered or incurred by EC as a result of the client's breach of its obligations under this Section of the General Terms.

98. If EC determines that the client has breached or failed to comply with its obligations under this Section of the General Terms, EC may, without prejudice to its right to claim damages from the client:

- suspend the performance of all ongoing Orders, in whole or in part, until the client is able to lawfully continue performance of the Order; and/or
- initiate discussions with the client for the purpose of potentially amending ongoing Orders in order to enable their performance in compliance with the Economic Sanctions Regulations; and/or
- notify the client of the immediate cancellation of the entire Order or any part thereof. The client shall not be entitled to any compensation as a result of the application of any of the measures provided for in this Section of the General Terms.

XVI. COMPLAINTS AND OBJECTIONS

99. The client may submit a written complaint or objection:

- electronically to the email address: SH-ftce003-prituzbe@ftcee.eurofins.com or
- by post to the address: Eurofins Croatiakontrola d.o.o., Zagreb, Karlovačka cesta 4L.

100. EC shall assess the merits of the complaint within seven (7) days and shall respond to the written complaint or objection within thirty (30) days from receipt thereof, to the address for service of the response specified in the complaint or objection.

101. For the purpose of enabling the prompt identification of the specific Order to which the client's complaint relates, EC kindly requests that the client specify in the complaint the Order number, invoice number, client name, information on the defect, and the address for service of the response.

XVII. MISCELLANEOUS PROVISIONS

102. These General Terms may be amended by written notice issued by EC, and Orders shall be subject to the most recent valid version of the General Terms in force at the time of acceptance of the Order by EC.

103. Unless expressly provided otherwise in these General Terms, no person who is not a contracting party to this contract shall have any rights under or in connection with it.

104. The client undertakes to comply with all applicable laws and regulations relating to anti-bribery, anti-corruption, anti-money laundering, trade sanctions and counterterrorism.

XVIII. DISPUTE RESOLUTION (GOVERNING LAW AND JURISDICTION)

105. The Order and these General Terms shall be governed by the laws of the Republic of Croatia, to the exclusion of its conflict of laws rules and the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG). All disputes arising out of or in connection with the Order or these General Terms shall fall within the exclusive jurisdiction of the court of competent subject-matter jurisdiction in Zagreb.

106. If any provision of the contract or these General Terms is found to be null, invalid or unenforceable, such nullity, invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of the contract or these General Terms. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the economic, legal and commercial intent of the original provision.

107. Any failure or delay by us in exercising or enforcing any provision of the contract or these General Terms shall not constitute a waiver of our rights against you and shall not affect our right to require future performance thereof.

108. The Order and these General Terms shall be binding upon the successors of each contracting party.

XIX. SPECIAL PROVISIONS FOR CONSUMERS (UNILATERAL TERMINATION AND CONSUMER DISPUTE RESOLUTION)

a) Special provisions for consumers – unilateral termination of the Order

109. A consumer may unilaterally terminate the Order without stating any reason within fourteen (14) days from the date on which EC accepted the Order in accordance with these General Terms.

110. If a consumer unilaterally terminates the Order, any amount received from the client in respect of the Order price shall be refunded within fourteen (14) days from the date on which the Order was unilaterally terminated.

111. A consumer exercising the right of unilateral termination shall notify EC of the termination before the ordered Services have been predominantly or fully performed. The notice of termination shall be submitted in writing by any unequivocal statement by which the consumer expresses their intention to terminate the Order.

112. When exercising the right of unilateral termination, the consumer shall be obliged to pay the trader a portion of the agreed price proportionate to the Services provided to the consumer up to the moment the consumer notified the trader of the exercise of the right of unilateral termination of the Order.

113. The notice of termination shall be sent to the following email address: sh-ftce003-prodaja-hrvatska@ftce.eurofins.com

114. The notice of termination must include the consumer's full name, address, email address, Order number, and the bank account details to which the refunded amount is to be paid.

115. **If the client does not qualify as a consumer, the above right shall not apply.**

b) Out-of-court consumer dispute resolution

116. In the event of a dispute, we inform you that you may use alternative dispute resolution mechanisms for consumer disputes by initiating an out-of-court dispute resolution procedure by submitting a complaint to a body competent for alternative dispute resolution of consumer disputes operating in the Republic of Croatia (the Court of Honour of the Croatian Chamber of Economy, the Mediation Centre at the Croatian Chamber of Economy).