

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. Introduction

1.1.

These General Terms and Conditions of Business, hereinafter referred to as "GTC," apply to all contracts or Orders concluded by:

1)

Invenio d.o.o. Nova Pazova, Majora Gavrilovića Street No. 22, 22330 Nova Pazova, company number: 20895683, tax identification number (PIB): 107912561.

1.2.

For the purposes of these GTC, the following terms shall have the following meanings:

1)

INVENIO – refers to Invenio d.o.o. Nova Pazova, and applies to both companies collectively or to each company individually.

2)

Customer – the entity for which INVENIO is obliged to sell goods or on whose behalf INVENIO will provide services.

3)

Consumer – a natural person performing legal actions not directly related to their business or professional activity.

4)

Parties – collectively INVENIO and the Customer.

5)

Goods – any movable object or part thereof that can be part of another movable object or property, or combined with such object or property, including Goods produced exclusively for the Customer or according to specifications provided by the Customer.

6)

Service – a payable activity related to fulfilling the needs of the Customer by INVENIO, or related to fulfilling the needs of the Consumer by INVENIO at the expense and risk of the Customer, with the specification of such activity, provided it does not arise from these GTC, determined by the Parties in the Contract or Order concluded between them.

7)

Order – a specific order that generally does not serve permanent cooperation, provided it does not arise from a separate agreement between INVENIO and the Customer, regarding INVENIO's obligation to sell goods for the benefit of the Customer or to provide certain services for the benefit of the Customer or an entity designated by the Customer, as specified in the form applied by INVENIO.

1.3.

These GTC constitute an integral part of any contract or order concluded between the Parties, provided that their application is not explicitly excluded or in the form applied for concluding contracts or orders, which renders them void.

1.4

These General Terms and Conditions of Business apply to the extent they relate to matters not regulated by a specific agreement or order concluded by the Parties. In the event of discrepancies between the provisions of the Parties in the agreement or order, the provisions contained in that order or agreement shall take precedence over these General Terms and Conditions, and the provisions for the application of these GTC will be excluded. Any amendment to the provisions of these General Terms and Conditions arising from a specific agreement or Order, which is not clearly contrary to the provisions of these General Terms and Conditions, shall be strictly and explicitly regulated by such agreement or Order.

1.5.

In the event that the Customer uses other contract templates, general terms, framework provisions, or any other documents used based on templates or specifying provisions regarding INVENIO's obligations or the Customer's rights in relations with any other entities, the Parties mutually agree that these documents, as well as the rights and obligations specified therein, do not apply to the business relations of the Parties, and their application is subject to complete exclusion. The only document that specifies the mutual obligations and rights of the Parties, considering section 1.3 or 1.4., shall be these General Terms and Conditions of Business. These General Terms and Conditions do not apply to INVENIO's relations with its consumers, except for the provisions specified in this section and section 3.1.

1.6.

The Client and any person entrusting INVENIO with an agreement or order shall read these General Terms and Conditions (GTC) before concluding any contract or order.

2. Representation of the Parties

2.1.

The Client hereby confirms that it has the organizational and financial capacity to fulfil its obligations related to INVENIO.

2.2.

The Parties will support each other in fulfilling their obligations to one another throughout the duration of their business relationship. The duty established in the previous sentence particularly includes the obligation not to take actions that could hinder or prevent the performance of the other Party's duties.

2.3.

The persons representing the Parties at the time of signing the contract or Order hereby declare that they are authorized to act on behalf of the Party they represent within the scope of concluding the contract or Order.

3. General Provisions—Conclusion of Agreement or Order

3.1.

Unless stated otherwise, INVENIO does not sell any goods or services to consumers in a manner that raises doubts regarding the required form for concluding contracts or Orders. Any person concluding a contract or Order with INVENIO must notify INVENIO of their consumer status, and obtaining such information from any source gives INVENIO the right to withdraw from such a contract or Order within one year from the date the contract or Order was concluded or within 30 days from the date the consumer status information was collected.

3.2.

The conclusion of an agreement between the Parties becomes effective, under the threat of nullity, after both Parties accept its content in the following form:

1) in writing, or

2) with the prior clear intention of INVENIO, expressed in documented form—documented form implying, for the purpose of mutual relations, the delivery of scanned original, signed copies of such documents.

3.3.

The Parties may, by contract, specify the detailed scope of their obligations, which may differ from those established by these General Terms and Conditions or may constitute additional terms and provisions of their mutual relationship.

3.4.

The conclusion of an Order between the Parties becomes effective, under the threat of nullity, after both parties accept its content—in the form and in accordance with the rules established in this section:

1) written form, or

2) with the prior clear intention of INVENIO, expressed in documented form—documented form implying, for the purpose of mutual relations, the delivery of scanned original, signed copies of such documents.

3.5.

To conclude an Order, the Client shall submit it—to the order address specified in sec. 3.10—on the order form used by INVENIO, which must be properly filled out and signed by a person authorized by the Client to submit the order.

3.6.

To conclude an Order, INVENIO will accept the Order each time—to the Client's email address specified in the Order submitted by the Client. INVENIO will make every effort to deliver a statement of acceptance or rejection of the Order to the Client within 72 hours of the Client's submission of the Order. The period specified in the previous sentence is suspended on Saturdays, Sundays, and public holidays in Serbia, which are non-working days. If INVENIO prepares a draft Order for the Client and submits such a draft for the Client's acceptance—if INVENIO does not deliver a statement of acceptance of the Order within 72 hours of its submission by the Client or does not deliver a statement regarding the rejection of the Order within this period, it is implied that INVENIO has accepted the order.

3.7.

In the event of no response from INVENIO to the Order submitted by the Client or the failure to meet any deadline specified in section 3.6, INVENIO shall be relieved of all liability, including, but not limited to, liability for non-performance or improper performance of the contract. Non-acceptance of Orders shall not result in any liability for INVENIO towards the Client and shall not constitute a failure to meet any of INVENIO's obligations, particularly under the Contract or specific Orders. The parties agree that if the Order (or a draft thereof) is not prepared by INVENIO, the Order shall only be concluded following a clear and explicit statement from INVENIO regarding the acceptance of the Order.

3.8.

INVENIO has the right to modify the Order submitted by the Client. If INVENIO modifies the Order, INVENIO will provide information and data related to the scope of such modifications in the manner specified in section 3.6 (e.g., indicating the rejection of the Order submitted by the Client or providing a draft Order to the Client, or in any other form). If the Client does not raise any objections regarding the Order to be executed under the modified conditions within 48 hours from the time INVENIO provides information about the modification of the Order, the parties agree that such an Order will be executed by INVENIO according to the rules specified in the modified Order. If the Client opposes the modification of the Order or proposes alternative conditions (further modifications) to the Order compared to the modified conditions proposed by INVENIO, the provisions of sections 3.6 and 3.7 shall apply.

3.9.

An Order is concluded using a form consistent with the template applied by INVENIO.

3.10.

To initiate negotiations for concluding Orders with INVENIO, the Client shall, provided that such an Order is concluded in documented form (via email), submit an Order form to the email address:

1) For INVENIO d.o.o. Nova Pazova - email address: office@invenio.rs, according to the characteristics of each order and considering the authority of the person to conclude a particular order.

4. General Provisions - Contract or Order Period

4.1.

If the provisions contained in the contract or Order do not indicate that the agreement or order is concluded for a specified time or within a specified period, it is implied that the contract or order between the Parties is concluded for an indefinite period.

4.2.

If the Parties conclude a contract or Order for an indefinite period, the contract or order may be terminated:

1) At any time—by mutual agreement of the parties—in the form in which the agreement or Order was concluded between the Parties.

2) With a notice period of 3 months, with termination taking effect by the end of the calendar month—in the case of submitting a statement of termination of the Order or agreement by the Client—in written form, under the threat of nullity, and in the case of submitting a statement of termination by INVENIO—in written form or in a documented manner. Unilateral termination of the contract with a notice period takes effect by the end of the calendar month.

4.3.

INVENIO has the right to terminate any contract or order without a notice period with immediate effect, taking effect within one day from the date INVENIO submits a statement of termination of the contract or order, in the event of:

- 1) A delay in payment by the Client concerning compensation to INVENIO or any other obligations to INVENIO for a period longer than 15 days from the agreed deadline.
- 2) The Client breaches the provisions related to confidentiality.

4.4.

Delay in payment of compensation is the non-payment of the full or at least part of the obligation for that compensation.

5. General Provisions—Payments

5.1.

The Purchaser shall make payments to INVENIO within the period specified in the contract or Purchase Order. If such a payment period is not specified by the contract or Purchase Order, the Purchaser shall pay INVENIO within 30 days from the issuance date of the invoice or any other legally binding document. Simultaneously, the Purchaser authorizes INVENIO to issue invoices or any other accounting documentation without the Purchaser's signature.

5.2.

The Purchaser's addresses for the delivery of invoices or any other accounting documents will be the respective addresses provided by the Purchaser. In the absence of such indications, the address will be the Purchaser's headquarters, or any other address of the Purchaser (including email addresses) known to INVENIO.

5.3.

To avoid any confusion, all provisions of the Parties regarding the amount of compensation for INVENIO, prices, or any other obligations are stated in net amounts, i.e., excluding VAT. All amounts agreed upon will be increased by the amount of tax on goods and services at the rate applicable on the date of issuance of the invoice or any other accounting document—in accordance with applicable legal provisions.

5.4.

Provided that the contract or Purchase Order stipulates compensation for the working hour of service provision, INVENIO's compensation will be the product of the number of hours for which the services are provided and the agreed hourly rate, considering the day and part of the day when the service is provided.

5.5.

In the event of a delay in payment of any obligation by the Purchaser to INVENIO and the need for claims due to such delay, INVENIO is entitled to, and the Purchaser will bear all actions leading to the execution of the obligation and will bear all costs of such actions, namely:

1)

Court proceedings, enforcement proceedings, as well as any other legally prescribed procedure conducted at INVENIO's discretion:

a)

delivery—at intervals of at least 7 days—of payment requests in written or electronic form (to at least one of the Purchaser's addresses known to INVENIO, including email addresses), in the event of a delay in payment by the Purchaser, whereby the maximum number of such requests shall not exceed 3,

b)

costs of organizational actions and delivery of one request as specified in item a) above, which is paid in accordance with the applicable provisions of the laws of the Republic of Serbia,

2)

regardless of INVENIO's authorization to collect payment without the procedure specified in subsection 1 above, INVENIO has the right to:

a)

entrust legal entities providing legal services to INVENIO with the asset recovery process.

b)

request from the Purchaser the payment of the costs of the procedure related to the recovery tasks

c)

request from the Purchaser, in addition to the costs specified in item 1 of this article, the costs of execution according to applicable provisions, especially the costs of the procedure (together with the costs of legal representation) in the case of court or enforcement proceedings.

5.6.

In the event of a delay in payment by the Purchaser, INVENIO has the right to charge interest for each day of delay.

5.7.

In accordance with these General Terms and Conditions of Sale, the Parties hereby exclude the Customer's authorization to suspend payments for any reason and exclude the Customer's authorization or refusal of any liability due to any payment to be made to the Customer in connection with INVENIO for obligations to which INVENIO is entitled concerning the Customer, unless INVENIO explicitly agrees in writing, under threat of nullity, to exclude the provisions of this section.

5.8.

The services provided by INVENIO for the benefit of the Customer or the Client according to a specific contract or order between INVENIO and the Customer for a period longer than one calendar month, starting from the first and ending with the last day of the specific month. In the case of the service mentioned in the previous sentence, INVENIO will issue an invoice by the 5th of the month following the billing period, including all other obligations related to this service.

5.9.

In the event of a delay in the payment of any other obligation by the Customer to INVENIO for more than 15 days, INVENIO has the right to suspend the fulfilment of obligations under the contract or order between the Parties until the settlement of all payable obligations.

5.10.

The suspension of service provision by INVENIO also constitutes a basis for a claim for compensation from the Customer to INVENIO due to downtime during the suspension of service provision in an amount proportional to the suspension period (number of days) and the average compensation paid to INVENIO by the Customer for one day, for the period covered by the outstanding obligations (calculated as the sum of all unpaid obligations of the Customer to INVENIO, then divided by the number of days for the period from the payment date to the first day when INVENIO suspended service provision).

5.11.

The suspension of Goods sales by INVENIO, including the sale of Goods exclusively produced for the Customer's needs or according to the Customer's specifications, specifically grants INVENIO the right to: suspend the release of goods, unilaterally postpone the release date of Goods for the period of payment delay increased by an additional two days for actions related to the release or suspension of Goods production, suspension of any further works (also actions of potential INVENIO Subcontractors), which will result in a delay concerning the originally agreed release date or in undertaking other factual and legal actions to protect INVENIO's best interests. The suspension of contract execution for the sale of Goods by INVENIO does not relieve the Customer of the obligation to make the agreed payment. The basis for INVENIO to exercise its right to suspension is any delay by the Customer concerning the originally agreed payment date or its part.

5.12.

If INVENIO exercises its right to suspend service provision, INVENIO will make every effort, but will not be bound by this statement, to resume work determined by the Order or contract within 144 hours from the moment it becomes aware of the reasons that are the basis for the suspension of service provision. INVENIO is not obligated to take any actions to seek information about the resolution of the reasons that are the basis for the suspension of service provision, and in particular, will not be obligated to continuously analyse INVENIO's bank accounts.

5.13.

If INVENIO exercises its right to suspend service provision as indicated in these General Terms and Conditions of Business or in generally applicable law, to eliminate any doubts, the Customer will waive their right to any claims against INVENIO, especially regarding the lack of Goods issuance or non-performance or improper performance of the contract or order, which the Parties agree upon herein.

5.14.

If the Parties determine that the Customer will pay an advance or deposit within the specified period, and that period is not respected, the period specified in the Contract or Order as the period for the execution of the subject of the contract or order is automatically extended for the period of the Customer's payment delay. The provisions of the previous sentence do not exclude or in any way limit INVENIO's rights granted by general applicable law in case of the Customer's payment delay. In the event of a delay in the advance or deposit payment by the Customer within the agreed period, INVENIO has the right to withdraw from a specific contract or specific Order within 15 days from the day the advance or deposit payment period expired by the Customer.

5.15.

The Buyer who makes the payment shall bear all bank charges and commissions charged by the bank executing the bank transfer and the correspondent banks, as well as the costs of potential exchange rate differences between currencies.

5.16.

In the event of a payment delay by the Buyer for any obligations related to INVENIO, INVENIO has the right to cancel any specific contract or individual order within 60 days from the planned payment date under that contract or order.

5.17.

If there are grounds for the suspension of service provision by INVENIO, whether related to the provision of the Service or the sale of Goods, for a period longer than 3 days, INVENIO has the right – at its sole discretion – to terminate any specific contract or individual order with immediate effect and reserves the right to demand full payment from the Buyer or to cancel any contract or order within 60 days from the third day after the reasons for the suspension of services by INVENIO, and INVENIO reserves the right to demand full compensation from the Buyer.

5.18.

The payment date is the day when the payment is credited to the current account of INVENIO.

6. General Provisions—Intellectual Property Rights, including Copyright and Industrial Property Rights

6.1.

If, during the performance of the contract or order by INVENIO, any object that bears the characteristics of a work, or any other work protected by law, including industrial property law or copyright law, is created, all rights to it shall remain the property of INVENIO, and only INVENIO shall have the right to dispose of those rights, unless otherwise specified in the agreement or order between the Parties. Unless otherwise specified in the contract or order, the conclusion of a contract or Order between the Parties shall not be interpreted as a transfer of copyright or any other rights, authorization for the development of the work, permission for use, development, or any other form of use or license or any other form of utilization.

6.2.

All rights arising from intellectual property law, including copyright or industrial property rights (particularly patents, utility models, trademarks, or industrial designs) that arise because of the execution of the agreement or Order between the parties – shall be the exclusive property of INVENIO, even if such works have not yet been applied for or registered.

6.3.

The above provisions shall also apply to all documents (e.g., manuals, guidelines, plans, drawings, models, layouts, sketches, designs) created and used by INVENIO during the execution of the Agreement. In the case where the Goods are the subject of sale, as well as all documents related to the Goods or Service, they shall not be copied, reproduced, or made available to third parties without INVENIO's permission. The delivery of the subject of the contract or order, related documents, or the submission and execution of the order shall not entitle the Buyer, in any scope, to industrial property rights, copyright, or any rights arising from INVENIO's license for the rights, provided that contrary provisions do not arise from the agreement or Order binding the Parties.

6.4.

In the event that, in order to execute the contract or Order, INVENIO is obliged to use solutions presented by the Buyer, the Buyer – to eliminate any doubts – declares that they have the right to such solutions and that they have the right to authorize INVENIO, as well as INVENIO's subcontractors, to use the same to the extent necessary for the execution of the contract or Order, and to protect against potential claims – for a period of six years, starting from the moment of the conclusion of the business relationship between the Parties. At the same time, the Buyer hereby automatically and implicitly grants INVENIO the authorizations mentioned in the previous sentence, if INVENIO needs to use solutions (in any form that may be subject to legal protection) presented by the Buyer. Simultaneously, the Buyer indicates that granting such authorization, as stated in the previous sentence, will not result in the violation of the rights of third parties, including potential rights of individuals constituting the Buyer's personnel, and that they have taken all necessary and effective factual and legal actions to protect INVENIO from third-party claims. Considering these statements, the Buyer will relieve INVENIO of any liability arising from third-party rights established in this chapter and will enter all proceedings initiated by a third party and satisfy any potential claims of that third party. The Buyer will cover all damages suffered by INVENIO arising from such claims.

7. General Provisions - Confidentiality

7.1.

The Client shall maintain the confidentiality of all confidential information received before any economic relationship with INVENIO, as well as during the same, and all information related to INVENIO. The Client declares and guarantees that they will not disclose confidential information to any third party, their employees, or representatives, and will not use such confidential information for their own business activities or any other activity carried out personally or by other business, nor in premises where employees or proxies, including members of the board, management board, shareholders, or members of the board are employed, either personally or through a spouse or partner - without prior written permission from INVENIO.

7.2.

The Client shall keep confidential information secret, particularly they shall not disclose it to the public, transfer it to third parties, or use it for purposes other than the proper execution of the contract or Orders.

7.3.

For the purposes of these "GTC," "Confidential Information" means all information and data relating to INVENIO, including those for the achievement of certain economic goals, and especially includes information and data relating to:

- 1) personnel, financial, and technical capacities,
- 2) applicable organizational solutions,
- 3) technical solutions,
- 4) amounts of rates, fees, and other contributions, including the method of calculating them,
- 5) principles of responsibility,
- 6) business and operational solutions,
- 7) all other information that the other party may obtain within this cooperation.

7.4.

For the purposes of this Agreement, the following do not constitute confidential information: information that is published in any way other than as a result of a breach of the provisions of this Agreement by the other party, or information that the other Party, for legal reasons—in accordance with relevant orders/decisions of public administration or judicial bodies, discloses to the extent

that it pertains only to such required disclosures, provided that: simultaneously, the Client—by disclosing Confidential Information to the authorities and bodies mentioned in the previous sentence—regardless of the prior order of consultation with INVENIO—will clearly mark such information and data as "company secret" or "business secret" and provide them in a manner that prevents unauthorized persons from accessing such information and data.

7.5.

By accepting the obligations established in this chapter, each Party to which the obligation of confidentiality applies shall make every effort to ensure that all representatives, employees, or other personnel, as well as persons mentioned in 7.1. (above), fulfil the same obligation.

7.6.

The provisions of this chapter are time-unlimited and will also be legally binding after the termination of the economic relations of the Parties.

8. General Provisions - Occupational Safety and Health

8.1.

If INVENIO provides services at the Client's location or at a location designated by the Client, the Client guarantees that all infrastructure at the Client's location or the location designated by the Client, including structures and premises, equipment and machinery, and tools, meets all safety requirements and guarantees safe and hygienic execution of work.

8.2.

In the event of a health or life hazard to the personnel of the Parties, the Parties shall immediately inform each other of such an event, and the Client shall effectively implement mechanisms that prevent such danger to the life or health of personnel, including INVENIO personnel.

8.3.

The Client shall provide INVENIO, without compensation, but within the agreed fee, at the Client's location or location designated by the Client: 1) premises of dimensions and conditions determined by the appropriate legal provisions for the purpose of rest and refreshment of INVENIO personnel and equip such premises, including an appropriate number of lockers for clothing,

2) unlimited access for INVENIO personnel to functional bathrooms, bathrooms with running hot water, and toilets.

8.4.

The Client shall train INVENIO personnel within the scope of the organization of work at the Client's location or location designated by the Client, including the organization that may affect the safety and hygiene of work of INVENIO personnel.

8.5.

The above provisions shall not modify any duties of INVENIO, the Client, or the entity managing the areas where, according to the Client's indications, INVENIO is to provide services, as specified in the applicable legal provisions within the scope of safety and hygiene at work of employers, in accordance with the Labor Law and when the entities are not employers.

9. Sorting and Processing Services

9.1.

The scope of sorting and processing services provided by INVENIO may include, depending on the agreement between the Parties in this area included in the contract or Order, any or specific activities listed below:

- 1) Sorting and selection of defective batches of products designated by the Client, produced at the location specified by the Client in the form of visual inspection, quantitative verification, multi-stage control in accordance with the checklist, measurement control using measuring devices such as callipers or micrometres or using gauges or drawings, statistical control, packaging (unless packaging is a separate process within logistical support),
- 2) Performing minor repairs of parts, products, components, or units for the basic production of finished products in the form of manual removal of rust or scale and dirt (cleaning) from provided materials and components, replenishing the protective layer without applying paint coating, basic operations and corrections using hand tools such as a file or hammer, finishing and breaking,
- 3) Performing internal transport at the Client's location related to the control process (if transport work does not constitute a separate process within logistical support),
- 4) Managing the sorting and processing zone, reporting, technology development, or managing cooperation with the Client's supplier within the accuracy of deliveries,
- 5) Performing other tasks related to the tasks mentioned in items 1–4 above.

9.2.

To initiate the process concerning the potential conclusion of an Order, unless INVENIO agrees to an alternative deadline, the Client shall submit an order form to INVENIO at least 168 hours before the commencement of sorting and processing services by INVENIO. According to articles 3.6-3.10, for the Order to be binding on INVENIO, including the Order within the framework of a previously concluded agreement, acceptance of such Order by INVENIO is mandatory.

9.3.

The Order shall contain at least the following proposals by the Client: 1) the start date of the service provision by INVENIO, 2) the name of the component, 3) the necessary tools or materials, in case the Client does not provide them, 4) quantitative standards regarding the number of pieces per hour for a given type of part, 5) determination of the service provision location, 6) determination whether the Client is the supplier of the subject (Client), at the location where sorting and processing services are performed (Client), 7) determination of the subject who is the Client, provided the Client is not its supplier, 8) an indication of acceptance of the instructions, provided the Client is the Client's supplier, 9) determination of the service completion time or authorization of the Client to terminate the service provision.

9.4.

Each time, the Supplement to the Order will be a manual ("100% Sorting and Processing Instructions"). The sheet contains all information related to the Client's requirements within the scope of the provisions for sorting and processing by INVENIO and determining the activities to be carried out by INVENIO. If the Client is unable or does not intend to create such a sheet, INVENIO has the right — with compensation — to prepare a draft of such a sheet that would be acceptable to the Client. In that case, it is understood that the sheet represents the Client's instructions regarding the method of Order execution. If the Client indicates that the party accepting the Customer, the acceptance of such a sheet by the Client is performed on behalf of and at the exclusive responsibility of the Client.

9.5.

INVENIO will provide the Client with reports on the provision of a specific service ("Sorting and Processing Report"), while in the case of service provision for a specific activity over a period longer than one month, INVENIO will provide such reports at the conclusion of each individual month (Accounting Period), during which the sorting and processing service was performed.

9.6.

If INVENIO performs the sorting and processing service based on a contract or Order concluded with the Client, in a situation where the Client is a supplier of the Client, and the service is provided at the Client's location, the Parties agree that the recipient of the Sorting and Processing Report will be the Customer. In the situation mentioned in the previous sentence, the Client will grant the Customer an irrevocable power of attorney to accept, on its behalf and at the risk of the Client, all Sorting and Processing Reports.

9.7.

The acceptance of the Sorting and Processing Report by the Client or the Customer automatically confirms: the accuracy of the service provided by INVENIO, the quality check of the service provision, the indicated values, and the lack of objections regarding the method of ensuring the same, as well as the accuracy of the values specified in the report. Thus, the Client declares that the person receiving the report is authorized to make such a declaration of will on that scale and on their behalf.

9.8.

The conditions for INVENIO to provide sorting and processing services, in addition to other conditions established by these Terms of Service, are: 1) permission to provide the service, particularly by granting unlimited access for INVENIO personnel and equipment to the Client's location or the location designated by the Client, 2) at no cost, although included in the fee amount, access for the Client or Client to the service provision site and all necessary tools, equipment, materials, and devices in a state that allows the provision of sorting and processing services, as well as covering all costs by the Client related to the use of tools, equipment, and devices made available, 3) at no cost, although included in the fee amount, providing appropriate containers for waste collection by the Client, as well as covering all costs related to waste management. The Parties agree that the Client – in case INVENIO provides services at the Client's location or the location specified by the Client, particularly including within buildings owned by the Client or Customer – will be responsible for the waste produced by INVENIO and therefore the Client guarantees that such waste will be handled in accordance with legal provisions. Thus, the Parties hereby transfer all rights and obligations of INVENIO as a waste producer to the Client, 4) at no cost, although included in the fee amount, provided that the nature of the service requires it – access to compressed air and access to electricity or other energy sources provided by the Client or Customer, 5) at no cost, although included in the fee amount, providing containers for sorted or processed parts. If any person charges INVENIO for the costs of any of the above-mentioned activities, the Client will immediately reimburse INVENIO for those costs in full.

9.9.

Additionally, unless performing internal transport at the Client's location or at the location designated by the Client does not constitute the scope of the service departure and processing determined by the Parties or does not constitute the scope of logistical support determined by the Parties, the Client or Customer will transport all parts, components, containers, and other items related to the service departure and processing, to and from the service provision location by INVENIO, at no cost considering such service in the fee. The Client or Customer – unless resulting from specific provisions of the Parties – will be responsible for opening the box/container.

9.10.

In addition to other conditions for the provision of sorting and processing services other than those specified in these General Terms of Service, the Parties agree that the provision of the same by INVENIO will depend, in case the service is provided outside the borders of the Republic of Serbia, on whether INVENIO considers adequate – work permits for INVENIO personnel at the location in the country where the sorting and processing service will be provided.

9.11.

INVENIO will provide sorting and processing services only if the Client (or, as the case may be – the Customer) fulfils all the conditions for providing the same by INVENIO, as stated in these General Terms of Service, and additionally only 8 hours on days which – in accordance with the provisions of the laws of the Republic of Serbia and these General Terms of Use – are unpaid and hours that are not night hours. In case the Client – or Customer, does not fulfil the conditions for providing sorting and processing services by INVENIO, the relevant provisions of these GTCs relating to the suspension of services by INVENIO, the possibility of terminating any contract or Order by INVENIO, compensation for the suspension period, and the period when INVENIO resumes service provision after the suspension period, of which the Client will inform INVENIO about the fulfilment of the conditions necessary for INVENIO to continue providing the service.

9.12.

To determine INVENIO's duties and determine the amount of compensation the Client will pay, the following definitions of non-working days and night hours apply:

1) Non-working days ("free days") – all non-working days legally established as non-working days and weekend days, i.e.: holidays – "holidays" (determined by law for a specific year) and all Sundays – "Sundays," as well as, according to these GTCs – all Saturdays – "Saturdays" and days that are non-working days according to special provisions – "additional holidays," issued by the competent state authorities; holidays begin the previous day at 22:00 and end the next day at 6:00;

2) Night hours – start at 22:00 and end at 6:00.

9.13.

Unless expressly stated otherwise by the Principal or the Customer, INVENIO is entitled to provide sorting and processing services for more than 8 hours on days that are not public holidays according to the provisions of the laws of the Republic of Serbia and these GTCs, as well as on days that are public holidays according to the law of the Republic of Serbia and these General Terms. Unless expressly stated otherwise by the Principal or the Customer, INVENIO is entitled to provide sorting and processing services at night, on both working days and non-working days.

9.14.

The Principal shall provide INVENIO, for the entire period of service provision, with tools, materials, and devices for the performance of sorting and processing services in good and fully operational condition free of charge, taking into account such provision in the amount of compensation agreed upon between the Parties. The Principal shall specifically provide measuring instruments and specialized control and measuring equipment and make them available to INVENIO.

9.15.

INVENIO is solely responsible for the materials, equipment, tools, and devices entrusted to it and used by INVENIO's personnel based on the contract and within the authority granted by INVENIO. The Parties agree that the technical condition of the devices, equipment, and tools will be indicated at the time of their receipt and return with an appropriate protocol.

9.16.

In the event that INVENIO decides that the application of materials, devices, or tools for sorting and processing services not available to INVENIO is necessary for the execution of the contract or Orders concluded with the Principal, potential purchases and application of the same by INVENIO will be agreed upon each time with the Principal. The costs of acquiring materials, devices, or tools will be borne by the Principal—at the discretion of INVENIO—on the basis of an advance payment or reimbursement of costs incurred by purchasing the same in gross amounts, including VAT. To remove any ambiguity, the Principal is aware and agrees that the materials, devices, or tools purchased will be the property of INVENIO. In the event that the Parties do not reach an agreement on the purchase of materials, devices, or tools, which will be understood as the lack of response from the Principal, the party to whom INVENIO sent the purchase request within 7 days of delivering the request regarding the need for purchase, or the lack of acceptance of such a purchase by INVENIO, or - if applicable - the lack of advance payment by the Principal in whole or in part for sorting and processing services within 30 days from the date INVENIO indicated in the request as the date of understanding, or from the date of the expiration of the period in which the Principal is obliged to provide information on this matter or from the date of expiration of the period

in which the Principal is obliged to make an advance payment. Withdrawal from the contract or Orders for the reasons stated in the previous text will be understood by the Parties as a withdrawal caused by the fault of the Principal.

9.17.

INVENIO is responsible for specially marking materials after component sorting and for marking rejected elements only if the Principal has stated such a need in the contract or Order content and will ensure that the Parties reach an agreement on this matter.

9.18.

Subject to sections 9.19–9.24, INVENIO's liability for all cases, including particularly non-performance or improper performance of the contract, warranty, illegal acts, and liability for damages arising from a hazardous product, towards the Principal and third parties, will be unconditionally limited to 25% of INVENIO's fee for sorting and processing services, calculated as follows: 1) in the case that sorting and processing services are provided based on a contract without any specific Order related to such a contract - up to 25% of the fee during the Settlement Period for the provision of services to the extent that there is a connection with the event that caused such damage, or the fee for the activity to which the event leading to the damage relates, or if the contract relates to the provision of sorting and processing services for less than one calendar month - up to 25% of the fee arising from such a contract, for the activity to which the event causing the damage is related, 2) in the case that sorting and processing services are provided based on a contract and orders concluded based on it - up to 25% of the fee determined by the Order for the provision of services during the settlement period to the extent that there is a connection with the event that caused the damage, or the fee for the activity to which the event causing the damage relates during the specified settlement period or, if the Order relates to the provision of sorting and processing services for less than one calendar month - up to 25% of the fee arising from such an order for the activity to which the event causing the damage relates, 3) in the case that sorting and processing services are provided solely based on a specific order - up to 25% of the fee specified in the Order for the provision of service during the settlement period to the extent that there is a connection with the event that caused the damage, or the fee for the activity to which the event causing the damage is related during the specified settlement period or, if such an order relates to the provision of sorting and processing services for less than one calendar month - up to 25% of the fee arising from such an order for the activity to which the event causing the damage is related.

9.19.

In any case, without prejudice to the limitation of liability as stated in the above paragraph, INVENIO's liability for all cases will be a maximum of 274,560.00 RSD for all damages during the calendar year. In any case, INVENIO's liability for damages related to the execution of so-called recall campaigns, market withdrawals, lost profits, contractual penalties imposed by Customers or

any other clients of the Principal, or claims of third parties against the Principal, will be completely excluded. Additionally, in any case, INVENIO's liability for damages caused or discovered outside the territory of the Republic of Serbia, or for damages caused directly or indirectly to the property of entities not based in the Republic of Serbia, will be completely excluded. Specifically, in any case, INVENIO's liability for damages discovered or occurring in the territory of the United States, Canada, Japan, or any other Asian country—as well as their properties/dependent territories, will be completely excluded. In any case, if potential damage occurs or the result of the damage is discovered at a time when the agreement or Order between the Parties is no longer binding, including due to termination or withdrawal, INVENIO's liability for any case will be excluded. The contribution of the Principal or Customer, or any other client to the occurrence of damage excludes INVENIO's liability, and also excludes INVENIO's liability in the case where such a service is provided using materials provided by the Principal or its Customer or any other client, or using solutions determined by the Principal or its Customer or any other client, additionally with the use of any other action or negligence by the Principal or third parties.

9.20.

All complaints from the Principal, particularly based on incorrect provision of sorting and processing services by INVENIO or incorrect execution or non-performance or non-compliance with the contract or Orders concluded, will be reported to INVENIO in writing under the threat of nullity, no later than 3 days – depending on which deadlines expire earlier – from the earliest possible day when the Principal or Customer or their clients discover such a defect, incorrect execution or failure to perform the service or non-compliance of the service with the contract or Order by INVENIO or the day of receipt of the Sorting and Processing Report by the Principal or Customer. The Principal's failure to fulfil the obligations established in the previous sentence automatically means that the Principal loses the right to claim, including in the aforementioned cases.

9.21.

Before submitting or requesting any monetary compensation from INVENIO, the Principal will enable the correction of defects or any other non-compliance with the contract within the period specified by the Principal, but not earlier than 7 days from the effective report, as stated in the above section. In the case of the need to perform activities outside the territory of the Republic of Serbia: 1) INVENIO has the right to refuse to perform such activities, 2) the period specified by the Principal is determined considering the period necessary to obtain a work permit or any other document that allows employees to perform work on the territory of the country where such activities will be performed.

9.22.

Considering the intention to fully limit the liability of INVENIO, it has been agreed that in the event of: 1) INVENIO being subjected to a claim made by any third party, directly or indirectly related to the provision of sorting and processing services by INVENIO in favor of the Orderer or the Customer

of the Orderer, including for unlawful acts or liability for damages arising from a dangerous product, the Orderer will release INVENIO from any liability in such cases and will satisfy the claims of that third party, and in the event of judicial, mediation, or arbitration proceedings – will enter into such proceedings, 2) in the event that INVENIO is subjected to a decision by an authority or court to remedy damage or compensate for lost profit, pay compensation, pension, or any other payments for the benefit of a third party for any reason, including for unlawful acts or liability for damages arising from a dangerous product, directly or indirectly related to the provision of sorting and processing services by INVENIO in favor of the Orderer or the Orderer's Customer, the Orderer will, within 3 days, compensate the third party for the amount of benefits or, if INVENIO refuses to pay those benefits – satisfy the claim of that third party. Therefore, within all potential obligations of INVENIO determined in the previous sentence towards any third parties, the Orderer is responsible for the person and will be a guarantor concerning INVENIO, 3) in the event that the Orderer satisfies the claim and request of third parties – the Parties agree to exclude potential recourse liability towards INVENIO, or persons involved in its personnel.

9.23.

All limitations of INVENIO's liability take effect after any agreement or Order between the parties is no longer binding, for any legal or factual reason. The Parties mutually agree that the potential withdrawal from the contract or specific Orders by the Orderer will not affect the limitations of INVENIO's liability, and the provisions of these GTC will remain in effect concerning the entire relationship between the Parties.

9.24.

The limitations or exclusions of liability established above do not cover damages caused by intentional actions of INVENIO, and – within the warranty liability – in case INVENIO intentionally hides a defect from the Orderer.

10. Logistics Support Services

10.1.

Within the logistics support services for the Orderer's production process provided by INVENIO, depending on the agreement between the Parties within the contract or Orders, all or some of the following activities may be included:

- 1) packing – based on materials provided by the Orderer (if packing does not represent a separate process within the sorting and processing service),
- 2) internal transport at the Orderer's location, related to control processes (if transport works do not represent a separate process within the sorting and processing service),
- 3) preparation of packaging for products, equipping containers with necessary parts such as partitions or finished grids, based on materials provided by the Orderer,
- 4) receiving packaging from the location designated by the Orderer (warehouse, locks), transporting it to the preparation area, and delivering it to the assembly line,
- 5) all other activities related to the activities listed in items 1-4 above.

10.2.

To initiate the process regarding potential Orders, provided that INVENIO does not grant permission for an alternative deadline, the Orderer will submit an Order form (together with Additional Terms and Conditions of the Order) to INVENIO at least 168 hours before the deadline proposed by the Orderer for the start of the logistics support service by INVENIO. In accordance with items 3.6-3.10, for the Order to be binding on INVENIO, including the Order within a previously concluded agreement, acceptance of such an Order by INVENIO is mandatory.

10.3.

Each time, an Appendix to the Order will be Additional Terms of the Order determining the conditions necessary for performing the tasks indicated in the Order, including the result of the service desired by the Orderer and the manner of providing the same, such as: 1) appearance of the packaging flow or other similar appearances related to the logistics support service ordered, or, if applicable, the method of unloading or completing packages, 2) list of persons authorized for contact in case of questions related to the Order, 3) production lines to be handled (place of service provision) by INVENIO, 4) time and period of service provision, 5) type of equipment, tools, and devices that INVENIO provides free of charge to the Orderer, with the obligation of the Orderer to cover the costs of their use, 6) other provisions.

10.4.

INVENIO will provide the Orderer with Logistics Support Reports ("Logistics Support Report"), while in the case of providing the service for a specific type of activity for a period longer than one month, INVENIO will submit such reports at the end of each specified month (Settlement Period) for which the logistics support service was provided.

10.5.

Acceptance of the logistics support report by the Orderer automatically means confirmation of the following: the accuracy of the service provided by INVENIO, execution of the quality control of the service, and values indicated and the absence of objections to the manner of providing the same, as well as the accuracy of the values stated therein. Therefore, the Orderer declares that the person receiving the report is authorized to make such a declaration of will and knowledge on their behalf.

10.6.

The condition for providing the logistics support service by INVENIO, besides the conditions stated in these General Terms and Conditions, is also: 1) enabling the provision of services, especially by ensuring unrestricted access of INVENIO personnel and equipment to the Orderer's location, 2) the Orderer provides access to the service location and all necessary tools, materials, equipment, and devices in operational condition for performing the logistics support service, free of charge but with the inclusion of such costs in the compensation and also covering all costs of using tools, equipment, and tools used by INVENIO, 3) the Orderer provides appropriate containers for waste collection, free of charge but with the inclusion of such costs in the compensation and covering all costs related to waste management. The Parties agree that the Orderer – in the case of providing services by INVENIO at the Orderer's location, especially within buildings owned by the Orderer – will be responsible for the waste produced by INVENIO, and the Orderer guarantees that such waste will be handled in accordance with the provisions of applicable laws. Therefore, the Parties hereby transfer all rights and obligations of INVENIO, as the waste producer, to the Orderer, 4) the Orderer provides access to electricity or any other power source if such access is necessary, free of charge but with the inclusion of such costs in the compensation. If any person charges INVENIO for any of the above activities, the Orderer will immediately reimburse INVENIO for those costs in full.

10.7.

In addition to other conditions for providing logistics support services other than those mentioned in these General Terms and Conditions, the Parties agree that the provision of the same by INVENIO will depend, in case the service will be provided outside the borders of the Republic of Serbia, on whether INVENIO obtains appropriate – and in the number that INVENIO considers

adequate – work permits for INVENIO personnel at the location in the country where the logistics support service will be provided.

10.8.

INVENIO will provide logistics support services only if the Customer (or the Buyer, if necessary) meets all the conditions for providing such services by INVENIO, as stated in these General Terms and Conditions of Business, and additionally only 8 hours on days which—according to the provisions of the laws of the Republic of Serbia and these General Terms and Conditions of Business—are unpaid and hours that are not night-time hours. If the Customer does not meet the conditions for the provision of logistics support services by INVENIO, the corresponding provisions of these General Terms and Conditions related to the suspension of services by INVENIO, the possibility of terminating any contract or Order by INVENIO, compensation for downtime for the period of suspension and the period when INVENIO resumes providing services after the suspension period, apply, and the Customer shall notify INVENIO of the fulfilment of the conditions required for INVENIO to provide services.

10.9.

For the purposes of determining INVENIO's duties, as well as determining the amount of compensation to be paid by the Customer, the following meaning of "non-working days" and "night-time hours" will be the same as in item 9.12 above.

10.10.

Unless expressly stated otherwise by the Customer or the Buyer, INVENIO has the right to provide logistics support services for more than 8 hours on days that are not non-working days according to the provisions of the laws of the Republic of Serbia and these General Terms and Conditions of Business, as well as on days that are off days according to the laws of the Republic of Serbia and these General Terms and Conditions of Business. Unless expressly indicated otherwise by the Customer or the Buyer, INVENIO has the right to provide logistics support services at night, on non-working or working days.

10.11.

The Customer shall provide INVENIO, for the entire period of service provision, with tools, materials, and devices for the provision of logistics support services in good and fully operational condition, free of charge, with such provision being considered in the amount of compensation agreed upon between the Parties.

10.12.

INVENIO is solely responsible for the materials, equipment, tools, and devices entrusted to and used by INVENIO personnel, based on the contract and within the authorization given by INVENIO. The Parties agree that the technical condition of the devices, equipment, and tools at the time of their acceptance and return will be specified in an appropriate protocol.

10.13.

Subject to items 10.14–10.19, INVENIO's liability for all cases, including particularly non-performance or improper performance of the contract, warranty, unlawful actions, and liability for damages caused by a dangerous product, towards the Customer and third parties, will be unconditionally limited to 25% of the compensation paid by the Customer to INVENIO for logistics support services, calculated as follows: 1) if the logistics support services are provided based on a contract without specific Orders related to such a contract—to the amount of 25% of the compensation during the settlement period for the provision of services to the extent related to the event causing such damage, i.e., compensation for the activity related to the event causing the damage, or if the contract relates to the provision of logistics support services for less than one calendar month—to 25% of the compensation arising from such a contract, for the activity related to the event causing the damage, 2) if the logistics support service is provided based on a contract and Orders concluded based on the same—to 25% of the compensation determined by the Order for the provision of services during the settlement period to the extent related to the event causing the damage, i.e., compensation for the activity related to the event causing the damage during a specific settlement period or if the Order relates to the provision of logistics support services for less than one calendar month—to 25% of the compensation arising from such an order for the activity related to the event causing the damage, 3) if the logistics support service is provided exclusively based on a specific Order—to 25% of the compensation specified in the Order for the provision of services during the settlement period to the extent related to the event causing the damage, i.e., compensation for the activity related to the event causing the damage during a specific settlement period, or if such an order relates to the provision of logistics support services for less than one calendar month—to 25% of the compensation arising from such an order for the activity related to the event causing the damage.

10.14.

In any case, notwithstanding the limitations of liability as stated in the paragraph above, the amount of INVENIO's liability for all cases will be a maximum of 272,450.00 RSD for all damages during a calendar year. In any case, INVENIO's liability for damages related to lost profits, contractual penalties calculated by Buyers or any other Clients of the Customer, or claims by third parties against the Customer, will be completely excluded. Additionally, in any case, INVENIO's liability for damages caused by or resulting from events occurring or discovered outside the territory of the Republic of Serbia or for damages directly or indirectly caused to the property of entities not based within the territory of the Republic of Serbia will be completely excluded.

Specifically, in any case, INVENIO's liability for damages discovered or occurring within the territory of the United States, Canada, Japan, or any other Asian country—as well as their properties/dependent territories, will be completely excluded. In any case, if potential damage occurs or the result of the damage is discovered at a time when the agreement or Order between the Parties is no longer binding, including due to termination or withdrawal, INVENIO's liability for any case will be excluded. The contribution of the Customer or Buyer, or any other client, to the occurrence of damage excludes INVENIO's liability, and also excludes INVENIO's liability in cases where such service was provided using materials provided by the Customer or their Buyer or any other client, or using solutions determined by the Customer or their Buyer or any other client, additionally with the use of any other action or negligence by the Customer or third parties.

10.15.

All complaints by the Customer, based particularly on incorrect provision of logistics support services by INVENIO or incorrect execution or non-execution or non-compliance with the contract or Order concluded, will be reported to INVENIO in writing under the threat of invalidity, no later than within 3 days—depending on which deadlines expire earlier—from the earliest possible day when the Customer or Buyer or their clients discover such deficiency, incorrect execution or non-execution of the service or non-compliance of the service with the contract or Order by INVENIO or the day of acceptance of the Logistics Support Report by the Customer or Buyer. Failure to meet the obligations of the Customer to the extent determined in the previous sentence automatically means that the Customer loses the right to claim, including in the cases.

10.16

Before submitting or requesting any financial compensation from INVENIO, the Client shall allow the correction of deficiencies or any other non-compliance with the contract within the period determined by the Client, but not earlier than 7 days from the date of the effective report, as mentioned in the above point. If activities need to be performed outside the territory of the Republic of Serbia:

- 1) INVENIO has the right to refuse to perform such activities,
- 2) the period determined by the Client is determined considering the time necessary to obtain a work permit or any other document that allows employees to perform tasks in the country where such activities will be carried out.

10.17

Considering the intention to fully limit the liability of INVENIO, it is agreed that in the case:

- 1) INVENIO is subject to a claim made by any third party directly or indirectly related to the provision of logistic support services by INVENIO for the benefit of the Client or the Client's Customer, including due to illegal actions or liability for damage arising from a dangerous product,

the Client shall release INVENIO from any liability in such cases and satisfy the claims of that third party, and in the case of court, mediation, or arbitration proceedings – enter into such proceedings,

2) in the event that INVENIO is subject to a decision by an authority or court to remedy the damage or compensate for lost profit, payment of compensation, pension, or any other payment in favor of a third party for any reason, including for illegal actions or liability for damage caused by a dangerous product, directly or indirectly related to the provision of logistic support services by INVENIO for the benefit of the Client or the Client's Customer, the Client shall, within 3 days of the call, compensate the third party the amount of benefits or in the event that INVENIO refuses to pay that benefit – satisfy the claim of that third party. Therefore, within any potential obligation of INVENIO established in the previous sentence towards third parties, the Client is the responsible party and guarantor towards INVENIO,

3) if the Client satisfies the claim and demand of third parties. The Parties agree to exclude potential regressive liability towards INVENIO, or persons involved in its personnel.

10.18

All limitations of INVENIO's liability come into effect after any agreement or Order between the parties is no longer binding, for any legal or factual reason. The parties mutually agree that potential withdrawal from the contract or specific Orders by the Client will have no effect within the limitations of INVENIO's liability, and the provisions of these Terms and Conditions will remain in force concerning the entire relationship between the Parties.

10.19

The limitations or exclusions of liability established above do not cover damage caused by INVENIO through intentional actions, as well as – within the scope of liability under the guarantee – in cases where INVENIO intentionally concealed a defect from the Client.

11. Other Services

11.1

Provided that the Parties agree that the subject of their mutual relationship is the provision of services by INVENIO for the benefit of the Client which are other services except sorting and processing or logistic support (“Other Services”), these Terms and Conditions shall apply in the event of any doubts regarding the scope of mutual rights and obligations. Regarding Other Services, especially including the provisions and conditions of service provision or the scope of INVENIO's liability, the provisions of these Terms and Conditions relating to sorting and processing services shall apply.

11.2

The provisions of the above point do not cover broadly understood employment services, training services, design, or research services provided by INVENIO; such services will be provided by INVENIO only based on an individual contract concluded between the parties or based on sales conditions specifically established for such services.

12. Sale of Goods

12.1.

Any Goods sold by INVENIO to the purchaser will not be for consumer use or for further sale or transfer of ownership under any right to the benefit of a consumer.

12.2.

The purchaser hereby declares that the Goods will not be used and are not intended for purposes or locations where applicable legal provisions, including international law and resolutions of relevant international institutions, prohibit export or impose any export restrictions on entities based, established, or conducting their business operations within the territory of the Republic of Serbia or any other European Union country.

12.3.

The subject of the contract, order, or sale of Goods may be Goods: 1) present in the current commercial catalogue of INVENIO, or 2) produced by INVENIO exclusively for the needs of the Purchaser or in accordance with any specification of the Purchaser.

12.4.

The INVENIO commercial catalogue, which contains a summary of the Goods that may be subject to sale, including those with prices and characteristics of the Goods, presented in any manner, at any location, and in any form, does not constitute a commercial offer for sale under common applicable terms as it represents only information about the possibility of entering into negotiations regarding the sale of Goods. INVENIO does not permit the conclusion of contracts or Orders for the sale of Goods in any other manner than that specified in these General Terms and Conditions of Business. The term "Offer" as used by INVENIO does not change the nature of the commercial catalogue and will not be understood as an "offer" under the Law on Obligations unless the content of the document explicitly states otherwise.

12.5.

The Parties hereby establish the authority of INVENIO to apply exceptions, particularly including exceptions relating to the materials used, weight, colour, or any other parameters or technical characteristics concerning the characteristics of the Goods specified in the contract or Order, provided they do not significantly deviate from the parameters established by agreement or Order. All other changes to the characteristics of the Goods specified in the Contract or Order, except those made due to the right mentioned in the previous sentence, require confirmation in the form required for the conclusion of the contract or Orders between the Parties, under the threat of nullity.

12.6.

Until the Purchaser pays the full price, the Goods remain the property of INVENIO. Each time, upon acceptance of the Goods, INVENIO may require the Purchaser to pay an appropriate fee for the use or damage of the Goods, as well as for the use or possibility of using the Goods. The return of Goods by the Purchaser is carried out at the INVENIO headquarters.

12.7.

In the event of delayed payment by the Purchaser regarding: 1) advance payment or deposit, in case of establishing the obligation to pay the same by the Purchaser – INVENIO has the right, without prejudice to any other rights arising from the provisions of common law or these GTC, to withdraw from the contract or order for the sale of goods within 2 months from the expiration of the agreed deadline for the payment of the advance or deposit, during which INVENIO has the right to request the Purchaser to pay in relation to the preparation of the sales process in the amount of 10% of the net value of the entire contract or Order, 2) payment of the price in full or, in case of establishing payment in instalments, any part – INVENIO has the right, without prejudice to any other rights arising from the provisions of common law or these GTC, to withdraw from the contract or order for the sale of goods within 2 months, counting from the expiration of the agreed deadline for the payment of the price in full or its part, during which INVENIO has the right to request the Purchaser to pay in relation to the preparation of the sales process and readiness for sale in the amount of 20% of the net value of the entire contract or Order. The obligation of the Purchaser to cover the payments mentioned herein does not exclude INVENIO from demanding that the Purchaser fully compensates for the damage, provided it exceeds the value of the payments.

12.8.

In case the sale of Goods is accompanied by the issuance of any documents by INVENIO, the complete list of accompanying documentation will be included in the contract or Order. Unless otherwise agreed by the Parties, in case of the obligation of INVENIO to issue accompanying documentation, INVENIO will issue the same only in the Serbian language. Errors in documentation

will not be considered a defect or improper performance of the contract or non-fulfilment by INVENIO.

12.9.

The Parties hereby determine that the moment of release of the Goods will be the moment of receipt by the Purchaser from the INVENIO warehouse or – in case the Goods are delivered to any other location other than the INVENIO warehouse – the moment of handover of the Goods to the carrier from the INVENIO warehouse. The Purchaser will ensure the participation of its representatives, at least 3 hours before the release of the Goods, to inspect the Goods. The inspection will prepare a report. In the absence of the Purchaser's representatives during the inspection, INVENIO will unilaterally create an inspection protocol. In any case, the Purchaser is responsible for loading and unloading the Goods unless the Parties expressly agree otherwise.

12.10.

The Parties determine that the place of release of the Goods will always be the INVENIO warehouse on the territory of the Republic of Serbia.

12.11.

All risks relating to – regardless of the cause – loss, destruction, damage, theft, or any other event that causes a decrease in the commercial value of the Goods or their unfitness for use or reduction in usability or inability to use transfer to the Order party at the moment of release of the Goods. At the moment of release into circulation, all weights related to movable objects transfer to the Purchaser.

12.12.

Before the specified release date – INVENIO will notify the Purchaser of the readiness for release of the Goods, by delivery to the e-mail address, details of the warehouse address where the Goods will be located, and the date and time of release of the Goods. The Purchaser will, within this period, allow INVENIO to release the Goods and will pay for the same within that period. Any delay by the Purchaser regarding the pickup time of the Goods entitles INVENIO to request an additional payment from the Purchaser – for each hour of delay in the pickup of the Goods by the Purchaser or the carrier acting on their behalf in relation to the time determined by INVENIO in the readiness for release information delivered to the Purchaser – in the amount of 0.25% of the net value of the Goods resulting from the contract or Order, subject to release according to the information. The payment obligation by the Purchaser mentioned here does not exclude the right of INVENIO to demand full compensation from the Purchaser, provided it exceeds the value of the payment.

12.13.

The Purchaser will organize the transportation of Goods from the INVENIO warehouse at their own expense and risk.

12.14.

The Parties determine that if the Purchaser indicates the necessity of delivering the Goods to any location other than the INVENIO warehouse and does not organize the transportation of the Goods to that location, INVENIO may: 1) offer, on behalf of the Purchaser and at their own expense and risk, to organize the transportation of Goods from the INVENIO warehouse to the destination, 2) temporarily issue, for the Purchaser, obligations arising from transportation costs, and the Purchaser will reimburse the amount issued plus a fee for the arrangement in the amount of 10% of the transportation costs.

12.15.

Due to the transfer of risk to the Purchaser, INVENIO will recommend the Purchaser to enter an appropriate insurance contract. The Purchaser is solely responsible for concluding the Goods insurance contract for the transportation period and hereby guarantees that they will conclude such a contract.

12.16.

Unless otherwise agreed by the Parties, INVENIO is responsible for packaging the Goods during the transportation period and their loading. INVENIO will apply standard Goods packaging, and – provided the Purchaser has any requirements in this regard, they will be reflected in the contract or Order. INVENIO's liability for packaging the Goods is excluded if the Goods' packaging is done in accordance with the Purchaser's guidelines or using materials specified by the Purchaser.

12.17.

The Purchaser is solely responsible – in case of transportation of Goods outside the European Union – for fulfilling all obligations related to the export or transit of Goods or their individual parts, including: 1) obtaining all permits, licenses, etc. for the purpose of export, 2) carrying out the export procedure, including customs clearance, issuing all payments, customs, or other obligations. The lack of factual or legal possibility to export the Goods, for any reason, does not exclude the Purchaser's obligation to pay the agreed price and the Purchaser's obligation to accept the Goods.

12.18.

Unless the Parties specify otherwise in the agreement or Purchase Order, the Purchaser is solely responsible—in the case of the transport of Goods outside the territory of the Republic of Serbia

and the intention to use the same outside the territory of the Republic of Serbia. This includes conducting the procedures for obtaining authorization for the marketing of the Goods at the location of their use outside the territory of the Republic of Serbia, including obtaining approvals, certificates, and compliance confirmations required by law outside the Republic of Serbia, or any other documents or permits necessary for the legal use of the Goods in the territory of that country. The lack of actual or legal possibility to use the Goods in a country outside the territory of the Republic of Serbia, for any reason, does not exclude the Purchaser's obligation to pay the agreed price and the Purchaser's obligation to accept the Goods.

12.19.

In the case where the Goods are intended for use outside the territory of the Republic of Serbia, INVENIO shall not be obligated to provide, for the benefit of the Purchaser or any other entity outside the territory of the Republic of Serbia—directly or indirectly—all services for the benefit of entities headquartered outside the territory of the Republic of Serbia.

12.20.

Provided that the Contracting Parties have determined the deadline for payment of the price for the Goods or part of it or any other obligations, including obligations for transportation arrangement fees, before the expiration of the Goods' issuance deadline, the condition for the release of the goods is the settlement of all obligations of the Purchaser in relation to INVENIO. In the case of non-fulfilment of the condition specified in the previous sentence, the Purchaser hereby waives all claims against INVENIO, particularly including claims regarding the release of movable items or non-performance or improper performance of the contract or Order, to which the parties agree hereby.

12.21.

If the Purchaser specifies the materials from which the Goods are to be made, INVENIO's liability for damages that are or could be related to the materials applied in the Goods (Goods manufactured solely for the needs of the Purchaser or in accordance with the Purchaser's specifications) shall be completely excluded.

12.22.

In the event that INVENIO agrees to manufacture the Goods in accordance with any indications, guidelines, plans, drawings, templates, parameters, or others specified or made available by the Purchaser, INVENIO's liability for damages that are or may be associated with technical or functional solutions (Goods manufactured solely for the needs of the Purchaser or in accordance with the Purchaser's specifications) applied based on indications, guidelines, plans, drawings, templates, parameters, etc., shall be completely excluded.

12.23.

The Purchaser agrees not to exercise its rights concerning INVENIO regarding the liability of previous sellers or liability for damage caused by a hazardous product and particularly agrees not to require INVENIO to repair the damage suffered by the Purchaser who exercises its rights under the warranty or any other claims for deficiencies of the Goods.

12.24.

If the Purchaser does not fulfil the above-established obligation, the Purchaser shall impose a contractual penalty in favor of INVENIO, in an amount corresponding to the value of the claim asserted by the Purchaser, which does not exclude INVENIO's right to seek compensation from the Purchaser up to the full amount of the damage suffered by INVENIO due to the Purchaser's non-fulfilment of the obligation.

12.25.

The Parties modify INVENIO's obligations in accordance with the general principles set forth in sections 25.12–12.39.

12.26.

The Parties assume that the maximum period of liability will be 3 months, counting from the date of issuance of the specified notice of readiness for the release of the Goods. In any case, the Parties will exclude INVENIO's liability for lost profit.

12.27.

INVENIO shall timely release the Goods, while—in the event of INVENIO's delay in fulfilling the obligation, the Purchaser has the right to demand that INVENIO pay a contractual penalty in the amount of 1% of the value of the Goods resulting from the agreement or Order, in connection with which there was an untimely release for each week of delay relative to the originally established deadline for the release of the Goods. The Purchaser does not have the right to assert any claims against INVENIO concerning the delay exceeding the compensation specified in the previous sentence.

12.28.

INVENIO has no obligation and is not responsible for the disassembly or reassembly or transportation of Goods found to be defective, not in compliance with the contract or Order, or

whose characteristics may be a basis for non-fulfilment of the contract or Order or improper execution of the contract or Order, and in this regard, INVENIO's liability will be completely excluded.

12.29.

Any claims by the Purchaser, particularly those based on the lack of Goods or improper execution or non-fulfilment or any other non-compliance of the Goods with the contract or Order, shall be reported to INVENIO in writing, under threat of nullity, no later than 3 days—depending on which deadline expires earlier—from the earliest possible day when the Purchaser or Buyer or any other client or any of its contractors discovered the lack, improper execution, or non-fulfilment or any other non-compliance of the Goods with the contract or Order, or on the day of the release of the Goods. Non-fulfilment of the Purchaser's obligations to the extent specified in the previous sentence automatically means that the Purchaser loses the right to claim, including in the cases.

12.30.

Before any report or request for monetary compensation is addressed to INVENIO, the Purchaser shall allow the correction of defects or any other non-compliance with the contract or Order—by repair of the Goods or replacement with new ones—within the period specified by the Purchaser, but no earlier than 30 days from the date of effective reporting specified in the above point. In the case of the need to perform activities outside the territory of the Republic of Serbia: 1) INVENIO has the right to refuse to perform such activities, 2) the period specified by the Purchaser is determined considering the time necessary to obtain a work permit or any other document that allows employees to perform work in the territory of the country where such activities will be performed.

12.31.

Acceptance of the inspection protocol by the Purchaser's representative is simultaneously a declaration by the Purchaser of the absence of objections regarding the quality and quantity of the Goods and their compliance with the contract or law. The Purchaser shall accept the Goods if they are incomplete or have insignificant defects, in case of improper manufacture of the Goods, or any other non-compliance of the Goods with the contract or Order. The provisions of the first and second sentences also apply in the case of unilateral preparation of the inspection protocol by INVENIO, in the absence of the Purchaser's representative during the inspection.

12.32.

In the case of a quantitative shortage of Goods at the time of release, the Parties are deemed to have established an additional deadline for issuing the missing quantity of Goods within a maximum period, as determined by INVENIO, of an additional 30 days from the day of issuance

specified in the notice of readiness for the release of the Goods. The Purchaser may report such a shortage only at the time of delivery of the Goods by INVENIO.

12.33.

Activities related to the repair of the Goods by INVENIO will be limited by the Contracting Parties, and the Parties determine that these activities depend on whether the Purchaser, at its expense and care, delivers the Goods to the warehouse from which the Goods were released. INVENIO is solely responsible for repairing the Goods to the extent it deems necessary, within 30 days from the day the Purchaser delivered the Goods to the warehouse specified in the previous sentence. For the release and acceptance of the Goods after the completion of activities related to the repair of the Goods, the provisions of these General Terms and Conditions relating to the delivery and acceptance of the Goods apply.

12.34.

Activities related to the replacement of Goods by INVENIO will be limited by the Contracting Parties, and the Parties agree that these activities will depend on whether the Client delivers, at their own expense and responsibility, the Goods to the warehouse from which the Goods were released. INVENIO is solely responsible for replacing the Goods with new ones to the extent it deems necessary within 30 days from the date of delivery of the Goods to the warehouse specified in the previous sentence by the Client. The replacement does not include labor, including labor based on the replacement and activities related to replacing defective components. The provisions of these GTC that apply to the release and receipt of Goods apply to the delivery and receipt of Goods after the activities related to the replacement of Goods are carried out.

12.35.

In any case, without prejudice to any other liability limitations set forth in this chapter, the amount of INVENIO's liability for any case related to the sale of Goods or the agreement or Orders related to certain Goods will be the maximum amount of the Goods covered by a specific Agreement or Order, which does not exclude further limitation of liability for any reason to a maximum amount of 272,450.00 RSD. The provisions of the previous sentence specifically apply to damages related to improper packaging of Goods during transportation, as well as loading. In any case, INVENIO's liability for damage related to the performance of so-called recall campaigns, market withdrawals, lost profits, contractual penalties imposed by Customers or any other clients of the Client, or claims of third parties against the Client, will be completely excluded. Additionally, in any case, INVENIO's liability for damages, resulting or discovered outside the territory of the Republic of Serbia, or for damage directly or indirectly to the property of entities not based in the territory of the Republic of Serbia, will be completely excluded. Specifically, in any case, INVENIO's liability for damage discovered or occurring in the territory of the United States, Canada, Japan, or any other Asian country—as well as their properties/dependent territories, will be completely excluded. In any case, if potential damage occurs or the result of damage is discovered at a time when the agreement or Order between the Parties is no longer binding, including due to termination or

withdrawal, INVENIO's liability for any case will be excluded. The contribution of the Client or Customer, or any other client to the occurrence of damage excludes INVENIO's liability, and also excludes INVENIO's liability in cases where such goods are produced using materials provided by the Client or its Customer or any other client, or using solutions specified by the Client or its Customer or any other client, additionally with the use of any other actions or negligence of the Client or third parties.

12.36.

Given the intent to fully limit INVENIO's liability, it is agreed that in the event: 1) INVENIO is subject to a claim reported by any third party directly or indirectly related to the Goods or the execution of the sale of Goods, including due to illegal actions or liability for damage arising from a dangerous product, the Client will release INVENIO from any liability in such cases and will satisfy the claims of such a third party, and in the event of court, mediation, or arbitration proceedings—will enter such proceedings; 2) in the event that INVENIO is subject to a decision by authorities or a court to remedy damage or compensate for lost profit, payment of compensation, pension, or any other payment for the benefit of a third party for any reason, including for illegal actions or liability for damage arising from a dangerous product, directly or indirectly related to the Goods or the performance of the sale of Goods, the Client will within 3 days after being called, compensate the third party for the amount of benefits or in case INVENIO refuses to pay that benefit—will satisfy the claim of that third party. Thus, within the potential obligations of INVENIO established in the previous sentence towards third parties, the Client will be the responsible party and act as a guarantor in relation to INVENIO; 3) in the event the Client satisfies all requests and demands of third parties, the Parties agree to exclude potential regressive liability in relation to INVENIO or persons involved in its staff.

12.37.

Any limitation of INVENIO's liability will also take effect after any agreement or Order between the parties is no longer binding, for any legal or factual reason. The Parties mutually agree that a potential withdrawal from the contract or certain Orders by the Client will not have an effect within the limitations of INVENIO's liability, and the provisions of these GTC will remain in force concerning the entire relationship between the Parties.

12.38.

If the Client withdraws from this contract or Order in whole or in part, the Client will return the Goods—within 3 days from the date the Client submits a statement of withdrawal from such contract or Order—to INVENIO's headquarters, as the seat of the creditor, at the Client's own expense and responsibility. If the Client fails to fulfil the obligation stated in the previous sentence, the Client will waive all claims related to INVENIO, including claims related to the obligation to return the paid price, to which INVENIO agrees.

12.39.

The limitations or exclusions of liability established above do not cover damage caused by INVENIO's intentional actions, as well as—within the scope of liability under warranty—in cases where INVENIO has intentionally concealed a defect from the Client.

General Provisions - Force Majeure

13.1.

To avoid any ambiguity in interpretation, the parties clarify that INVENIO will not be liable under strict liability (where legally permissible) and will not be liable beyond the scope resulting from these General Terms and Conditions.

13.2.

In addition to other reasons excluding or limiting INVENIO's liability, liability will be fully excluded in the event of force majeure.

13.3.

For the purposes of the relationship between the Parties, force majeure includes all external events that cannot be foreseen or prevented, particularly events recognized as force majeure by court decisions or legal literature. Furthermore, for the relationship between the Parties, this includes causes attributable to INVENIO's subcontractors or sub-suppliers or resulting from actions of INVENIO's staff or employed organizations, such as general strikes, strikes or protests by employees. Specifically, force majeure will encompass catastrophic natural activities, acts of regulatory and executive authorities, or disruptions of social or public order (including uprisings, riots, street disturbances, demonstrations lasting more than a day).

13.4.

Each party will notify the other party of the occurrence of a force majeure event that affects or may affect the fulfilment of any obligation of that party. In any case, but not exhaustively, the possibility for the Client to invoke the occurrence of force majeure to exclude or limit its responsibility for timely payment or to demonstrate the impracticality of the contract or order execution by INVENIO will be excluded. The other party will be notified as soon as possible, and no later than 3 days after the end of the event caused by force majeure, which prevented the delivery of such notification.

13.5.

The deadline for fulfilling this obligation by INVENIO, provided that in INVENIO's opinion it is possible to fulfil such obligation after the cessation of the force majeure event, will be extended by the duration of the event characterized as force majeure.

General Provisions

14.1.

The Client will not be authorized to transfer any rights or obligations arising from any agreement or Order to third parties without the prior written consent of INVENIO, under the threat of nullity (without transfer).

14.2.

If the person designated by the Client as responsible for payment fails to make payments or makes late payments, the Client will fulfil all claims of INVENIO arising from their mutual relationship, and the Client will act as a guarantor for payments by this or any other entity in the amount required by INVENIO.

14.3.

To remove doubts, the indication of any other entity by the Client as the payer will not be subject to INVENIO's obligation to fulfil such an obligation in favor of this or any other person.

General Provisions — Contact

15.1.

The parties state that their correspondence addresses will be, at any time — for INVENIO — the registered office address indicated in the register of entrepreneurs of the State Court Register, for the Client — the address indicated in the contract or Order, the address indicated in the register of entrepreneurs for the Client, or any other address known to INVENIO, where the Client conducts its business activities.

15.2.

The parties will promptly notify the other party of any change of correspondence address. Until proper notification of the other Party about such a change — in written or documented form — any notification and correspondence delivered to the currently known address will be considered properly delivered.

15.3.

The email address for INVENIO is: 1) the email address specified in these General Terms and Conditions for initiating negotiations within the contract or Order conclusion, 2) the email address specified in the contract or Order.

15.4.

The email address of the Client is: 1) the email address from which the Client initiated negotiations regarding the contract or Order conclusion, 2) the email address specified in the contract or Order, and 3) the Client's email address known to INVENIO each time.

15.5.

To be valid, the Client's statement of withdrawal from the agreement or Order must be in written form.

General Provisions - Miscellaneous

16.1.

The parties declare their intention to resolve disputes amicably.

16.2.

If the parties cannot resolve the dispute amicably, they will submit such cases to the competent court of the Republic of Serbia, in the city of INVENIO's registered office (Nova Pazova).

16.3.

All relationships between the Parties will be governed by the laws of the Republic of Serbia. In case the law points to the application of the obligations or non-obligations of foreign regulations, the parties will agree to apply only domestic laws established solely in the acts and resolutions of the Republic of Serbia. (The parties will choose Serbian law excluding its conflict-of-law rules).

General Provisions - Effect and Application

17.

These General Terms and Conditions will apply in the case of any agreements or orders concluded after April 4, 2024, and will remain in effect until they are replaced or revoked by INVENIO.

Date: 11.04.2024.

Director of INVENIO d.o.o.

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