

GENERAL TERMS

1. Introduction

- 1.1. These General Terms, hereinafter called the „GT“, shall apply to any agreements or Orders concluded by:

Company for quality development INVENIO DOOEL Skopje- with its head office at: Bul. Jane Sandanski no. 79A/2-8, Skopje Republic of North Macedonia, with EMBS 7351712, with Tax ID no.4032019542010

- 1.2. For the purpose of these GT, the following meaning of particular expressions shall apply:
- 1) INVENIO—a term for Company for quality development INVENIO DOOEL Skopje
 - 2) The Customer—an entity, with respect to which the Ordering party has a duty to sale the goods or for the benefit of which The Ordering Party shall provide services,
 - 3) The Consumer—natural person that carries out legal actions that are not directly related to its business or professional activity.
 - 4) The Parties—jointly INVENIO and the Ordering party
 - 5) Goods—any mobile object or part thereof that may constitute a part of other mobile object or property or property with such an object or a property that may be combined, including Goods that are manufactured solely for the Ordering Party or in accordance with specifications provided by the Ordering Party
 - 6) Service—a payable activity that is related to satisfaction of the needs of the Ordering party by INVENIO or that is related to satisfying the needs of the Customer by INVENIO at the cost and risk of the Ordering Party, whereas the specification of such activity, provided that it does not result from these GT, shall be established by the Parties in the Agreement or Order concluded between them,
 - 7) The Ordering Party—the party of the Order concluded with INVENIO that carries out its business activity on the basis of laws that apply in the country of the head office of the Ordering Party, including the legal successors of the Ordering Party under North Macedonian Law,
 - 8) The Order—particular order which, by principles, does not serve permanent cooperation, provided that it does not result from separate agreement between INVENIO and the Ordering Party, which related to provide particular services for the benefit of the Ordering Party or and the entity that is indicted by the Ordering Party, as indicated in the form that is applied by INVENIO
- 1.3. These GT constitute an integral part of each agreement or Order that is concluded between the Parties, provided that application of the same is not explicitly excluded or in the form that is applied for conclusion an agreement or an order, on the pain of invalidity
- 1.4. These GT shall apply to an extent, to which it is related to issues that are not regulated by a separate agreement or order that is concluded by the Parties. In case of discrepancies of stipulations of the Parties in the agreement or the order, the stipulations included in such order

or agreement shall precede these GT, and application provisions of these GT shall be excluded. Any modification of provisions of these GT that results from a separate agreement or Order and that is not clearly in contradiction to provisions of these GT, shall be regulated strictly and explicitly in such agreement or Order.

- 1.5. In case the Ordering party uses other templates of agreements, general terms and conditions, framework provisions or any other documents that are used on the basis of templates or that determine provisions regarding duties of INVENIO or authorizations of the Ordering Party in relationships with any other entities, the Parties mutually agree that such documents, and authorizations and duties indicated therein shall not apply to business relationships of the Parties, and application of the same shall be subject to complete exclusion, and the only document that stipulates mutual duties and rights of the Parties, with consideration of p. 1.3 or 1.4., shall be these GT
- 1.6. These GT shall not apply to relationships of INVENIO with its consumers, except for the provisions that are indicated in this point and in point 3.1.
- 1.7. The Ordering party and any person that entrusts INVENIO with agreement or order shall read these GT prior to conclusion of any agreement or Order

2. Representations of the Parties

- 2.1. The Ordering Party hereby represents that it has the organizational and financial capacity to fulfil duties with respect to INVENIO.
- 2.2. The parties shall provide support with respect to each other in fulfilment of duties with respect to each other for the entire period of mutual business relationship. The duty that is determined in the preceding sentence shall especially include the duty not to take action that may hinder or prevent performance of duties of the other Party.
- 2.3. The persons that represent the Parties at the moment of signature of the agreement or Order hereby represent that they are authorized to act on behalf of the Party that they represent within the scope of conclusion of agreement or Order.

3. General provisions—conclusion of agreement or Order

- 3.1 Unless it does represent otherwise, INVENIO does not carry out sales of any goods and does not provide any services for the benefit of the consumers in a manner that raises any doubts with respect to the form that is required to conclude an agreement or Order. Any person that concludes an agreement or Order with INVENIO, shall inform INVENIO about its status as a consumer, whereas acquisition of such information from any source by INVENIO shall entitle INVENIO to withdraw from such agreement or Order within one year of the date on which the agreement or Order was concluded or within 30 days of the day on which the information regarding the status of the consumer was collected.
- 3.2. Conclusion of an agreement between the Parties shall take effect, under the pain of invalidity, upon acceptance of contents thereof by both Parties—and in the following form:
 - 1) written, or
 - 2) upon prior clear intention by the INVENIO, expressed in a documented form—in a documented form which, for the purpose of mutual relations, shall be understood as delivery of a scan of original, signed copies of such documents.

- 3.3. The Parties may stipulate detailed scope of their duties in the agreement, which duties may differ from these determined in these GT or which may constitute additional terms and conditions of mutual relationship.
- 3.4. Conclusion of an Order between the Parties shall take effect, under the pain of invalidity, upon acceptance of contents thereof by both Parties—in the form and in accordance with rules that are determined in this section:
 - 1) a written form, or
 - 2) upon prior clear intention by the INVENIO, expressed in a documented form—in a documented form which, for the purpose of mutual relations, shall be understood as delivery of a scan of original, signed copies of such documents.
- 3.5. In order to conclude an Order, the Ordering Party shall submit the same—to the address for orders that is indicated in p. 3.10—on the Order form that is applied by INVENIO which shall be duly completed and signed by a person that is authorized by the Ordering Party to submit the Order.
- 3.6. In order to conclude the Order, INVENIO shall accept the Order each time—to the e-mail address of the Ordering Party that is indicated in the Order that was submitted by the Ordering Party. INVENIO shall make all efforts to submit to the Ordering Party a statement regarding acceptance or rejection of the Order within 72 hours from the submission of the Order by the Ordering party. The course of period that is indicated in the preceding sentence shall be suspended on Saturdays, Sundays and on public holidays in North Macedonia that are non-working days. In case INVENIO prepares a draft of the Order for the Ordering party and delivers such draft only for the acceptance of the Ordering party—in case INVENIO does not deliver a statement regarding acceptance of the Order within 72 hours from submission of the same by the ordering Party or a statement regarding rejection of the Order within this term, it shall be understood that the Order was accepted by INVENIO
- 3.7. In case of lack of any reaction of INVENIO to the Order that is submitted by the Ordering Party or fail to meet any deadline that is determined in p. 3.6, INVENIO shall be exempt from any liability, especially including liability for failure to perform or undue performance of the agreement. Lack of acceptance of the Order shall not result in any kind of liability of INVENIO with respect to the Ordering party, and shall not constitute failure to perform any obligation of INVENIO, in particular the Agreement or particular Order. The Parties mutually agree that in case the Order (or draft of the same) is not developed by INVENIO, conclusion of the Order shall take place only upon clear and explicit statement of INVENIO regarding acceptance of the Order
- 3.8. INVENIO shall be entitled to modify the Order that is submitted by the Ordering Party. In case INVENIO modifies the Order, INVENIO shall provide indications regarding the extent of such modifications in the manner that is indicated in p. 3.6 (e.g. by indication of rejection of the Order submitted by the Ordering party or delivery a draft of the Order to the Ordering party, or in any other form). In case the Ordering Party does not have any objections regarding the Order that is to be carried out on modified conditions, expressed within 48 hours from the moment when INVENIO delivers information about modification of the Order, the Parties hereby agree that such Order shall be carried out by INVENIO in line with rules indicated in a modified Order. In case the Ordering party objects modification of the Order or proposes alternative conditions (further modifications) of the Order to the modified conditions that were proposed by INVENIO, the provisions of p. 3.6 and 3.7 shall apply.
- 3.9. The order shall be concluded via a form that is in compliance with the template that is applied by INVENIO.

3.10. In order to initiate negotiations for the purpose of conclusion of the Order with INVENIO, the ordering Party shall, provided that such order is to be concluded in a documented form (via e-mail), deliver such Order form to the e-mail address:

1) for INVENIO DOOEL Skopje—agreed on each time in accordance with features of each Order and in consideration of the scope of authorization of such person to conclude a particular Order,

4. General Provisions—Period of the agreement or the Order

4.1. If the stipulations included in the agreement or the Order does not indicate that the agreement or order is concluded for the period of performance of particular activities or within a particular term, it shall be understood that the agreement or order between the Parties is concluded for an indefinite period of time.

4.2. In case the Parties conclude an Agreement or an Order for an indefinite period of time, the agreement or the order may be terminated:

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

2) with a 3-month notice period,—in case of submission of statement on termination of the Order or agreement by the Ordering Party—in writing, under the pain of invalidity, and in case of submission of a statement on termination by INVENIO—in writing or in a documented manner. Termination of the agreement by one party with a notice period shall take effect from the day of receipt of the letter or from the day of sending the letter by registered mail.

4.3. INVENIO shall be entitled to terminate any agreement or order without a notice period with an immediate effect that shall take effect within one day from the day on which INVENIO delivers a statement on termination of an agreement or an Order, in case of

1) delay in payment by the Ordering Party with respect to a remuneration for INVENIO or to any other liabilities payable to INVENIO for the period that exceeds 15 days from the deadline that was agreed by the parties,

2) the Ordering party violates the provisions that are related to confidentiality.

4.4. The delay in payment of remuneration shall especially be lack of payment of full or at least part of liability with respect to such remuneration.

5. General Provisions—Payments

5.1. The Ordering party shall make payments for the benefit of INVENIO within terms that are indicated in the agreement or the Order. If such term for payment is not determined in the agreement or an Order, the Ordering Party shall pay INVENIO within 15 days of the date of issuance of an invoice or any other legally-binding accounting document, to the Ordering Party. At the same time, the Ordering party hereby authorizes INVENIO to issue invoices or any other accounting documents without a signature of the Ordering party.

5.2. The addresses of the Ordering party for delivery of invoices or any other accounting documents shall be respective addresses indicated by the Ordering Party, and in cases of lack of indication of such—the head office of the Ordering Party or any other address of the Ordering Party (including e-mail address) that is known to INVENIO.

- 5.3. In order to clear any doubts, any stipulations of the Parties regarding the amount of remuneration for INVENIO, prices or any other liabilities are indicated in net amounts, i.a. without a VAT tax. Any amounts that are agreed on shall be increased by the amount of payable—in accordance with current provisions of law —tax on services at the rate that applies on the day of issuance of the invoice or any other accounting document.
- 5.4. Provided that the agreement or Order stipulates the remuneration for a working hour of provision of services, the remuneration of INVENIO shall be the product of number of hours for which the services were provided and an hour rate that was agreed on, in consideration of the day and part of the day when the service is provided. The amount of monthly remuneration for the provided services, will be calculated by multiplying the total number of man – hours of the INVENIO under the orders executed in the given calendar month, and the rate for one man – hour, based on the commercial terms related to agreement made between INVENIO and Ordering Party. The amount of the remuneration, which will be paid on a monthly basis may be increased in case of increase of the utilizes, of the minimum salary in RSM and accordance with provisions of the Law on the Minimum salary in RSM and Labor law.
- 5.5. In case of delay in payment of any liabilities by the Ordering Party with respect to INVENIO and the necessity to make claims against such delay, INVENIO shall be entitled to and the Ordering party shall bear any actions leading to execute the liability and shall cover all costs of such actions, namely:
- 1) pre-trial repossession proceedings, carried out at own discretion of INVENIO:
 - a) delivery—in at least 7-day intervals—payment requests in a written or electronic form (to at least one of addresses of the Ordering party known to INVENIO, including e-mail addresses), in case of delay in payment by the Ordering party, whereas the maximum number of such requests shall not exceed 3 pieces,
 - b) costs of organizational actions and delivery of one piece of request that is indicated in paragraph a) above costs 3.561denars plus the amount of payable VAT tax in accordance with current provisions of law of the Republic of North Macedonia—for the payment of which the currency shall be Macedonian denars, or 60 EUR net plus the amount of payable VAT tax in accordance with current provisions of law of the Republic of North Macedonia—for payment of which the currency shall be EUR or any other currency,
 - 2) regardless of the authorization of INVENIO to collect payment with omission of the procedure indicated in the subsection 1 above, INVENIO shall be entitled to:
 - a) entrust legal entities that provide legal services to INVENIO with repossession proceedings.
 - b) seek repayment from the Ordering Party of the costs of proceedings related to repossession activities of entities that provide legal services to INVENIO,
 - c) seek from the Ordering Party, besides the costs that are determined in subsection 1 above, the costs of enforcement from the Ordering Party under provisions in force, in particular costs of proceedings (along with costs of legal representation) in case of court or enforcement proceedings.
- 5.6. In case of delay in any payments by the Ordering Party, INVENIO shall be entitled to calculate interests for delay of trade transactions for each day of delay.
- 5.7. Under these GTCS, the Parties hereby exclude the authorization of the Ordering party to suspend any payments due to any reason and exclude the authorization of the Ordering Party or deduct any liability due to any payment that is payable to the Ordering Party with respect to INVENIO with liabilities that INVENIO is entitled to with respect to the Ordering Party, unless INVENIO explicitly agrees, in a written form on the pain of invalidity, to exclude the provisions of this section.

- 5.8. The settlement period for services that are provided by INVENIO for the benefit of the Ordering party or for the benefit of the Customer under a particular agreement or order between INVENIO and the Ordering Party for the period exceeding one calendar month shall be the period of one calendar month, starting from the first and ending on the last day of particular month. In case of the service indicated in the preceding sentence, INVENIO shall issue an invoice that also includes any other liabilities with respect to this service by the 5th day of the month that follows the settlement period.
- 5.9. In case of delay in payment of any other liability by the ordering Party with respect to INVENIO that exceeds 15 days, INVENIO shall be entitled to suspend performance of duties under the agreement or an order between the Parties until the moment of settlement of all payable liabilities.
- 5.10. INVENIO suspending provision of services shall also constitute the basis for request for the Ordering Party to pay the remuneration to INVENIO due to a downtime for the period of suspension of provisions of services in the amount that is proportionate to the suspension period (number of days) and average remuneration payable to INVENIO from the Ordering Party for one day, within the period that is covered by unpaid liabilities (calculated as a sum of all non-paid liabilities by the Ordering party to INVENIO, which is then divided by a number of days for the period from the day of payment until the first day on which INVENIO suspended provision of services).
- 5.11. In case INVENIO exercises its right to suspend provisions of services, INVENIO shall make all efforts, but shall not be bound by this declaration, to resume operations that are determined by the Order or agreement within 144 hours from the moment it becomes aware of reasons that are basis to suspend provision of services. INVENIO shall not be obliged to take any action in order to seek information about resolution of reasons that are basis for suspension of provisions of services, and especially shall not be obliged to continuously analyze bank accounts of INVENIO.
- 5.12. In case INVENIO exercises its right to suspend provision of services that is indicated in these GT or in commonly applicable law, in order to clear any doubts, the Ordering Party shall waive its right to make any claims against INVENIO, especially regarding failure to perform or undue performance of the agreement or the order, for which the Parties hereby agree.
- 5.13. In case the Parties determine that the Ordering Party shall pay the advance payment or deposit within a determined term, and that Ordering Party fails to meet such deadline, the period that is indicated in the Agreement or the Order as the period for performance of the subject matter of the agreement or order shall be automatically extended by the period of delay of the Ordering Party in payment. The provisions of the preceding sentence shall not exclude or limit in any way the rights of INVENIO that are granted by common applicable law in case of delay in payment by the Ordering Party.

In case of delay in payment of the advance payment or deposit by the Ordering Party within the term that was agreed on, INVENIO shall have a right to withdraw from a particular agreement or a particular Order within 15 days from the day on which the term for payment of the advance payment or deposit by the Ordering Party expired.

- 5.14. The Ordering Party that makes a payment shall cover all bank costs and commissions calculated by the bank that handles a bank transfer and the banks of the correspondents, and shall also cover the costs of potential differences of exchange rates of particular currencies.
- 5.15. In case of delay in payment by the Ordering party for any liabilities with respect to INVENIO, INVENIO shall be entitled to withdraw from each particular agreement or each particular order within 60 days of the date of scheduled payment under such agreement or Order.
- 5.16. In case of persistence of reasons that are a basis for suspension of provision of services by INVENIO, whether related to provision of the Service or sales of Goods, for the period that exceeds 3 days, INVENIO shall have a right—at its own discretion—to terminate each particular agreement or each particular order with immediate effect, and shall keep the right to request the Ordering party to pay the compensation in full or to withdraw from each agreement or each Order within 60 days of the third day after which the reasons that are the basis of suspension of provision of services by INVENIO occurred, and INVENIO shall keep the right to request the Ordering Party to seek compensation in full.
- 5.17. The day of payment shall be the day, on which the bank account of INVENIO is credited.

6. General provisions—intellectual property rights, including copyrights and industrial property rights

6. 1 If, during the performance of the agreement or order by INVENIO, any object is created that bears the features of a work, or any other work that is protected by law, including industrial property law or copyrights, any rights to the same shall remain the property of INVENIO and only INVENIO shall be entitled to dispose such rights, unless otherwise stated in the agreement or order between the Parties on the pain of invalidity. Unless otherwise stated in the agreement or the order, conclusion of the agreement or the Order between the Parties shall not be interpreted as a transfer of copyrights or any other rights, authorization to develop a work, permission of use, development or any other form of use or license or any other form of use.
6. 2 Any rights that result from the intellectual property law, including copyrights or industrial property rights (especially patents, utility models, trademarks or industrial designs) that occur as a result of performance of agreement or Order between the parties—shall be the sole property of INVENIO, also in case such works are not yet reported or registered.
- 6.3 The above-mentioned provisions shall also apply to any documents (e.g. manuals, guidelines, plans, drawings, models, layouts, sketches, designs) that are created and used by INVENIO during performance of the Agreement. In case the Goods that is subject to sales, as well as all documents that are related to the Goods or a Service, they shall not be copied, multiplied or made available to any third parties without a permission of INVENIO. The delivery of the subject matter of the agreement or order, related documents or submission and performance of the order shall not authorize the Ordering party, to any extent, to the industrial property rights, copyrights or any rights that result from license by INVENIO to the above-mentioned rights, provided that contrary provisions do not result from the agreement or Order that binds the Parties.
- 6.4. In case, in order to perform the agreement or the Order, INVENIO has a duty to use solutions that are presented in any other form by the Ordering Party, the Ordering Party—in order to clear any doubts—states that it is entitled to such solutions and that it is entitled to grant INVENIO, as well as subcontractors of INVENIO, the authorization to use the same, within a scope that is

necessary in order to perform the agreement or the Order, and also for protection against potential claims—for the period of six years, starting from the moment of conclusion of economic relationship between the Parties. At the same time, the Ordering Party hereby grants INVENIO authorization that are indicated in the preceding sentence, automatically, and also in an implied manner, in case of a need of INVENIO to use solutions (in any form that may be the subject of legal protection) that are presented by the Ordering Party. At the same time, the Ordering Party indicates that granting such authorization that is indicated in the preceding sentence shall not lead to violation of rights of third persons, including potential rights of persons that constitute a personnel of the Ordering party, and that it took all necessary and efficient factual and legal action in order to protect INVENIO against claims of third persons. With consideration of these representations, the Ordering Party shall release INVENIO from any liability that results from rights of third persons that are determined in this chapter, and enter any proceedings initiated by a third person and satisfy any potential claims of such third person. The Ordering party shall cover all damages suffered by INVENIO that result from such claims.

7. General provisions—Confidentiality

- 7.1. The Ordering Party shall keep the confidentiality of any Confidential Information that was received prior to any economic relationship with INVENIO as well as course of the same, and also any information related to INVENIO. The Ordering Party represents and guarantees that it shall not disclose Confidential Information to any third person, its employee or representatives, and that it shall not use such Confidential Information for own business activity or any other activity that is carried out in person or by other business entities the personnel or proxies, including members of the board, management board are shareholders of or members of the board in person or through a spouse or life partner—without a prior written permission of INVENIO, on the pain of invalidity.
- 7.2. The Ordering Party shall keep the Confidential Information in secret, and especially it shall not disclose them to the public, shall not transfer it to third persons and shall not use it for other purposes than necessary for proper performance of the agreement or the Order.
- 7.3. For the purpose of these „GT“, „The Confidential Information“ shall mean any information and data related to INVENIO, including these for performance of particular economic goals and shall especially include information and data related to:
 - 1) personnel, financial and technical capacity,
 - 2) applicable organizational solutions
 - 3) technical solutions,
 - 4) amounts of rates, remuneration and other payments, including the manner of calculation of the same,
 - 5) principles of responsibility,
 - 6) business and operational solutions,
 - 7) any other information, which the other party may acquire under this cooperation.
- 7.4. For the purposes of this GT, the following shall not constitute the Confidential Information: information made public otherwise than as a result of a breach of provisions of this GT by the other Party or information that the other Party, due to statutory reasons – pursuant to relevant orders/decisions of public administration authorities or judicial authorities, shall disclose to the extent regarding only such required disclosures, provided that: At the same time, the Ordering Party—by disclosing the Confidential Information to the bodies and authorities indicated in the preceding sentence shall—regardless of previous order of consultation with INVENIO—clearly mark such information and data as “company secret” or “trade secret” and

deliver the same in the manner that makes it impossible for unauthorized persons to acquire such information and data.

- 7.5. By acceptance of duties determined in this chapter, each Party that the obligation of confidentiality concerns shall make all efforts so that the same obligation is fulfilled by any representatives, employees or other personnel, as well as persons indicated in 7.1. above.
- 7.6. The provisions of this chapter shall be unlimited by time and shall also be legally-binding upon termination of economic relationship of the Parties.

8. General provisions—Work health and safety

- 8.1. In case when INVENIO provides services at the location of the Ordering Party or at the location that is indicated by the Ordering party, the Ordering party guarantees that all infrastructure that is located at the location of the Ordering Party or location indicated by the Ordering Party, including structures and premises, equipment and machines and tools, fulfil all requirements of safety and guarantee safe and hygienic performance of work.
- 8.2. In case of hazards to health or life of personnel of the Parties, the Parties shall inform each other about such event immediately and the Ordering Party shall efficiently implement mechanisms that prevent such hazard to life or health of the personnel, including the personnel of INVENIO.
- 8.3. The Ordering Party shall provide the following to INVENIO, free of charge but within the scope of remuneration that was agreed on, at the location of the Ordering Party or location indicated by the Ordering Party: 1) premises with dimensions and conditions that are determined by proper provisions of law with the purpose of rest-and-refresh premises for the personnel of INVENIO and equipment of such premises, including a proper number of wardrobes for clothes, 2) unlimited access for the personnel of INVENIO to properly operating bathrooms, bathhouses with running hot water and toilets.
- 8.4. The Ordering Party shall train the personnel of INVENIO within the scope of work organization at the location of the Ordering Party or at the location that is indicated by the Ordering Party, including organization that may affect safety and hygiene of work by personnel of INVENIO.
- 8.5. The above-mentioned provisions shall not modify any duties of INVENIO, the Ordering Party or the entity that manages the area on which, according to indication of the Ordering Party, INVENIO is to provide services, as indicated in current provisions of law within the scope of work safety and hygiene as employers under the Labor Code and as entities that are not employers.

9. Sorting and rework services

- 9.1. The scope of sorting and rework services that are provided by INVENIO may include, depending on agreement between the Parties in this field included in the agreement or the Order, any or particular activities that are indicated below:
 - 1) Sorting and selection of defective batches of products indicated by the Ordering Party, manufactured at the location that is indicated by the Ordering Party in the form of: visual inspection, quantitative verification, multi-stage control in accordance with the check list, measuring control with the use of control-measuring devices such as caliper or micrometer or with the use of gauges or drawings, statistical control, packaging (unless packaging is a separate process within the scope of logistic support),
 - 2) Performance of minor repairs of parts, products, components or units for basic production of finished products in the form of: manual removal of rust or scale and dirt (cleaning) from the materials and components that were provided, supplementation of the protective layer without

- application of paint coating, basic correction operations with the use of manual tools such as file or hammer, completion and bulk breaking,
- 3) Performance of internal transport at the location of the Ordering Party related to control process (provided that transport works do not constitute a separate process within the frame of logistic support)
 - 4) Management of the sorting and rework zone, reporting, development of technologies or management of cooperation with the supplier of the Ordering Party within the scope of accuracy of deliveries,
 - 5) Performance of other activities related to activities that are indicated in p. 1–4 above.
- 9.2. In order to initiate the procedure related to potential conclusion of the Order, provided that INVENIO does not agree to an alternative term, the Ordering Party shall, at least 168 hours before the term for commencement of provision of sorting and rework services by INVENIO, deliver the Order form to INVENIO. Subject to p. 3.6-3.10., for the Order to be binding for INVENIO, including the Order within the scope of previously concluded agreement, the acceptance of such Order by INVENIO shall be mandatory.
 - 9.3. The Order shall include at least the following propositions of the Ordering Party: 1) day of commencement of provision of the service by INVENIO, 2) name of the component, 3) required tools or materials, in case the Ordering Party fails to provide them, 4) quantitative standards regarding number of pieces per hour for a given type of a part, 5) determination of location of provision of the service, 6) determination, whether the Ordering Party is a supplier of the subject (Customer), at the location of which the sorting and reworking service is to be provided (Customer) 6) determination of the subject that is the Customer, provided that the Ordering Party is not its supplier 7) indication of acceptance of the manual, provided that the Ordering Party is the supplier of the Customer, 8) determination of the time of conclusion of provision of the service or authorization of the Customer to interrupt provision of such service.
 - 9.4. Each time, the Appendix to the Order shall be the manual ("100% sorting and rework instruction sheet"). The Sheet contains any information related to the requirements of the Ordering Party within the scope of manner of provision of sorting and rework provisions by INVENIO and determination of activities to be carried out by INVENIO. In case the Ordering party is not capable or does not intend to develop such sheet, INVENIO shall be entitled—for remuneration—prepare a draft of such sheet that would be acceptable to the Ordering Party. In such case it shall be understood that the sheet constitutes guidelines of the Ordering Party related to manner of performance of the Order. In case the Ordering Party indicates that the party that is to accept the sheet is the Customer, acceptance of such sheet by the Customer shall take place on behalf and at sole risk of the Ordering Party.
 - 9.5. INVENIO shall present to the Ordering Party reports on provision of particular service ("Sorting and Rework Report"), whereas in case of provision of service for particular activity for the period that exceeds one month, INVENIO shall present such reports upon conclusion of each particular month (Settlement period), in which the sorting and rework service was provided.
 - 9.6. In case the sorting and rework service is carried out by INVENIO on the basis of an agreement or an Order concluded with the Ordering party, in situation when the Ordering Party is a supplier of the Customer, and the service is provided at the location of the Customer, the Parties agree that the addressee of Sorting and Rework Reports shall be the Customer. In situation indicated in the preceding sentence, the Ordering Party shall grant the Customer an irrevocable power of attorney to accept, on its behalf and at risk of the Ordering Party, all the Sorting and Rework Reports.

- 9.7. Acceptance by The Ordering Party or the Customer, respectively, of the Sorting and Rework report shall automatically mean confirmation of: accuracy of the service as provided by INVENIO, inspection for quality of provision of services and indicated values and lack of objections regarding the manner of provision of the same, and also the accuracy of values that are indicated in the report. Therefore, the Ordering party represents that the person that carries out acceptance of the report is authorized to make a statement of will and knowledge within such scope and on its behalf.
- 9.8. The conditions for the INVENIO to provide sorting and rework services, besides other conditions that are determined in these GT, are as follows: 1) permission to provide a service, especially by provision of unlimited access for the personnel and equipment of INVENIO to the location of the Ordering Party or to the location indicated by the Ordering party 2) free of charge, although included in the amount of the remuneration, access provided by the Ordering Party or the Customer to the location of provision of services and to any necessary tools, equipment, materials and devices in a condition that makes it possible to provide sorting and rework service and also coverage of all costs by the Ordering party that are related to the use of tools, equipment and devices that were made available, 3) free of charge, although included in the amount of the remuneration, provision of proper containers for waste collection by the Ordering Party or by the Customer, as well as coverage of all costs related to waste management. The Parties agree that the Ordering Party—in case INVENIO provides services at the location of the Ordering party or location indicated by the Ordering Party, especially including inside the buildings that are a property of the Ordering party or the Customer—shall be responsible for wastes produced by INVENIO and therefore the Ordering party guarantees that it shall handle such waste in accordance with provisions of law, including provision of the act on waste management from 17.09.2021 and act on packaging and packaging waste management law from 16.09.2021. Thus, the parties hereby transfer any rights and duties of INVENIO, as the producer of waste, on the Ordering Party, 4) charge-free, although included in the remuneration, provided that it is required by the nature of the service—access to compressed air and access to electrical power or any other sources of energy provided by the Ordering Party or the Customer, 5) charge-free, although included in the remuneration, provision of containers for sorted or reworked parts. In case any entity charges INVENIO with costs for any of the activities indicated above, the Ordering party shall immediately reimburse INVENIO for such costs in full.
- 9.9. Additionally, unless performance of internal transport at the location of the Ordering Party or at the location that is indicated by the Ordering Party does not constitute a scope of resorting and rework service that is determined by the Parties or does not constitute the scope of logistic support that is determined by the Parties, the Ordering Party or the Customer shall transport all parts, components, containers and other items related to the resorting and rework service, from and to the location of provision of service by INVENIO, free of charge with consideration of such service in the remuneration. The Ordering Party or the Customer—unless this does not result from separate stipulations of the Parties—shall be responsible for opening the box/container.
- 9.10. Besides other conditions of provision of sorting and reworking services than these indicated in these GT, the Parties agree that provision of the same by INVENIO shall depend, in case the service is to be provided beyond the borders of the Republic of North Macedonia, on whether INVENIO obtains proper—and in a number INVENIO considers adequate—work permits for the personnel of INVENIO at the location of the country, where the sorting and rework service is to be provided.
- 9.11. INVENIO shall provide sorting and rework services, only in case the Ordering Party (or, as applicable – the Customer) fulfils all conditions of provision of the same by INVENIO, as indicated in these GT, and additionally for only 8 hours on days that—in accordance with the provisions of Macedonia law and these GT—are free and hours that are not night hours. In case the Ordering

party—or the Customer respectively, fail to fulfil the conditions for provision of sorting and rework services by INVENIO, proper stipulations of these GT related to suspension of provision of services by INVENIO, possibility of termination of any agreement or Order by INVENIO, compensation for downtime for the period of suspension and the period when INVENIO resumes provision of services after the suspension period shall apply, whereas the Ordering Party shall inform INVENIO about fulfilment of conditions required for INVENIO to provide services.

- 9.12. For the purpose of determination of duties of INVENIO, as well as determination of the amount of remuneration, which the Ordering Party shall pay, the following meaning of the non-working days and night hours shall apply:
- 1) The non-working days („days off”)—all the non-working days that are determined in the labor law and the law on holidays
 - 2) Night hours—shall Begin at 22.00 and end at 6.00
- 9.13. Unless otherwise explicitly indicated by the Ordering Party or the Customer, INVENIO shall have a right to provide sorting and rework services for over 8 hours on days that are not days-off under provisions of Macedonian law and these GT, and also on days that are days-off under the Macedonian Labor law and these GT. Unless otherwise explicitly indicated by the Ordering Party or the Customer, INVENIO shall have a right to provide sorting and rework services also at night hours, on days- off or on normal working days.
- 9.14. The Ordering Party shall provide INVENIO, for the entire period of provision of the service, with tools, materials and devices to perform sorting and rework services in a good and fully operational condition, free of charge, whereas such provision shall be taken into the consideration in the amount of the remuneration determined between the Parties. The Ordering party shall especially provide gauges and specialized control-measuring equipment at the disposal of INVENIO.
- 9.15. In case INVENIO decides that application of materials, devices or tools for sorting and rework service that are not at the disposal of INVENIO shall be necessary for the purpose of performance of agreement or Order concluded with the Ordering Party, potential purchase and application of the same by INVENIO shall be agreed on each time with the Ordering Party. The cost of purchase of materials, devices or tools shall be borne by the Ordering party on the basis of—at the discretion of INVENIO—advance payment or reimbursement of costs that result from purchase of the same in gross amounts, i.a. including tax on goods and services. In order to clear all doubts, the Ordering Party is aware and agrees that the materials, devise or tools that are purchased, shall be the property of INVENIO. In case the Parties do not reach agreement on purchase of materials, devices or tools, which shall be understood by lack of reply by the Ordering

party to the information delivered by INVENIO about the need for such purchase within 7 days of delivery of the request regarding the subject of the need for purchase, or lack of acceptance of such purchase by INVENIO, or —if applicable—lack of advance payment by the Ordering Party in full or in part for sorting and rework services within 30 days from the day indicated by INVENIO in the request as the day of understanding, or from the day of expiration of the term on which the Ordering party has a duty to provide information on that matter or from the day of expiration of the term on which the Ordering Party has a duty to make the advance payment. Withdrawal from the agreement or the Order due to reasons indicated in the preceding scented shall be understood by the Parties as withdrawal that results due to the fault of the Ordering Party.

- 9.16. INVENIO shall be responsible for special marking of materials after sorting of components or during the same and for marking of rejected elements only in case the Ordering Party indicated such need in the contents of the agreement or the Order and shall make arrangements for the Parties to reach agreement on that matter.
- 9.17. In consideration of p. 9.19–9.24, the liability of INVENIO due to any cases, including especially lack of performance or improper performance of the agreement, warranty, unlawful acts and responsibility for damages that result from hazardous product, with respect to the Ordering party and third persons, shall be unconditionally limited to 25% of the remuneration of INVENIO, payable to INVENIO from the Ordering Party for sorting and rework services, as calculated in the following manner: 1) in case the sorting and rework services are provided on the basis of the agreement without any separate Orders related to such agreement—up to the amount of 25% of remuneration during the Settlement Period for provision of services to the extent where there is a connection with the event that caused such damage, i.a. remuneration for activity that the event that leads to damage is related to or, if the agreement is related to provision of sorting and rework service for less than one calendar month—up to 25% of remuneration that results from such agreement, for activity that the event that causes the damage is related to, 2) in case sorting and rework service is provided on the basis of the agreement and Orders that are concluded on the basis of the same—up to 25% of remuneration that is determined in the Order for provision of the services during the Settlement period to the extent where there is a connection with the event that causes the damage, i.a. remuneration for activity that the event that caused the damage is related to during a particular Settlement Period or, if the Order is related to provision of sorting and rework service for less than one calendar month—up to 25% of remuneration that results from such Order for activity that the event that caused the damage is related to, 3) in case the sorting and rework service is provided solely on the basis of a particular Order—up to 25% of the remuneration that is indicated in the Order for provision of the service during the Settlement Period to the extent where there is a connection with the event that caused the damage, i.a. remuneration for activity that the event that caused the damage is related to, during a particular Settlement Period or, if such Order is related to provision of sorting and rework service for less than one calendar moth—up to 25% of the remuneration that results from such Order for the activity that the event that caused the damage is related to.
- 9.18. In any case, without prejudice to limitations of liability as indicated in the paragraph above, the amount of liability of INVENIO for all cases shall be maximum 142.960,00 denars for all damages during the calendar year. In each case, the liability of INVENIO for damages related to: performance of the so called recall campaigns, recalls from the market, lost profit, contractual penalties imposed by the Customers or any other clients of the Ordering Party or claims by third persons against the Ordering Party, shall be completely excluded. Additionally, in any case, the liability of INVENIO for damages the cause or result of which occurred or were revealed beyond the territory of the Republic of North Macedonia or for damage that occurred directly or indirectly on the property of entities

that do not have their head offices on the territory of the Republic of North Macedonia, shall be completely excluded. Especially, in any case, the liability of INVENIO for damages that are revealed or that occurred on the territory of the United States, Canada, Japan or any other Asian country—and also their properties/dependent territories, shall be completely excluded. In any case, if potential damage occurs or the result of the damage is revealed at the moment when the agreement or Order between the Parties is no longer binding, including due to termination or withdrawal, the liability of INVENIO for any cases shall be excluded. Contribution of the Ordering party or of the Customer, or any other client to occurrence of the damage shall exclude the liability of INVENIO, and it shall exclude the liability of INVENIO in case when such service was provided with the use of materials that were provided by the Ordering Party or its Customer or any other client, or with the use of solutions that were determined by the Ordering Party or its Customer or any other client, and additionally with the use of any other action or negligence of the Ordering Party or third persons.

- 9.19. Any claims of the Ordering Party, the basis for which is especially a defective provision of sorting and rework service by INVENIO or improper performance or failure to perform or non-compliance with the agreement or the Order that was concluded, shall be reported to INVENIO in writing under the pain of invalidity, not later than within 3 days—depending on which terms expires earlier—from the earliest possible day on which the Ordering Party or the Customer or their clients reveals such defect, improper performance or failure to perform a service or non-compliance of the service with the agreement or the Order by INVENIO or the day of acceptance of the Sorting and Rework Report by the Ordering Party or the Customer. Failure to fulfil the duties of the Ordering party within the scope that is determined in the preceding sentence shall automatically mean the Ordering party losing its right to make claims, including regarding the above-mentioned cases.
- 9.20. Before submission or request for any monetary compensation from INVENIO, the Ordering Party shall make it possible to remove defects or any other non-conformities with the agreement within the term that is determined by the Ordering Party, not earlier however than 7 days from the day of effective report, as indicated in the point above. In case of a necessity to carry out activities beyond the territory of the Republic of North Macedonia: 1) INVENIO has a right to refuse to carry out such activities, 2) the term that is determined by the Ordering party shall be determined with consideration of a period that is necessary to obtain a work permit or any other document that allows Macedonian employees to perform work on the territory of the country, where such activities are to be carried out.
- 9.21. With consideration of the intention to completely limit the liability of the INVENIO, it is hereby agreed that in case: 1) INVENIO is subject to claim reported by any third person directly or indirectly related to provision of sorting and rework service by INVENIO for the benefit of the Ordering party or the Customer of the Ordering Party, including due to unlawful acts or liability for damage that results from a hazardous product, the Ordering Party shall release INVENIO from any liability in such cases, and shall satisfy claims of such third person, and in case of court, mediation or arbitration proceedings—shall enter such proceedings, 2) in case INVENIO is subject to decision of authority or the court to remove damage or compensate for lost benefits, payment of compensation, pension or any other payment for the benefit of the third person for any reason, including for unlawful acts or liability for damage that resulted from a hazardous product, directly or indirectly related to provision of sorting and rework services by INVENIO for the benefit of the Ordering Party or the Customer of the Ordering Party, The Ordering Party shall, within 3 days, reimburse the third party for the amount of benefits or in case INVENIO refuses to pay such benefit—to satisfy the claim of such third person. Thus, within the scope of any potential liabilities

of INVENIO that are determined in the preceding sentence with respect to any third persons, the Ordering Party shall be the liable for entity and shall be the guarantor with respect to INVENIO, 3) in case the Ordering Party satisfies any claims and requests of third persons—The Parties agree to exclude potential recourse liability with respect to INVENIO or persons that are included in its personnel.

- 9.22. Any limitations of liability of INVENIO shall be effective 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 agreement or particular Order by the Ordering party shall not take effect within the scope of limitation of liability of INVENIO, and provision of these GT shall remain effective with respect to the whole relationship between the Parties.
- 9.23. Limitations or exclusions of liability that are determined above shall not include damages caused by INVENIO due to wilful act as well as—within the scope of liability under warranty —in case when INVENIO wilfully hid the defect from the Ordering Party.

10. General provisions—force majeure

- 10.1. With the purpose to eliminate any doubts related to interpretation the Parties indicate that INVENIO shall not be responsible on the basis of strict liability (in cases when it is legally allowable) and shall not be responsible within the scope that is broader than the one that results from these GT.
- 10.2. Apart from other reasons that exclude or limit the liability of INVENIO, the liability shall be completely excluded in case of force majeure
- 10.3. For the purpose of relationship between the Parties, the force majeure shall be understood as any external events that cannot be foreseen or prevented, especially including events that are determined as force majeure in decisions of courts or tin legal literature, and moreover for the purpose of relationship between the Parties: the causes that are the fault of sub-suppliers/subcontractors of INVENIO, or that result from actions of the personnel of INVENIO or employee organizations within INVENIO such as general strikes, strikes or employee protests. Especially, the force majeure shall be catastrophic activity of nature, acts of regulatory and

executive authorities or disturbances of social or public order (including rebellions, revolts, street riots, demonstrations that last more than one day).

- 10.4. Each party shall inform the other Party about occurrence of force majeure that affects or may affect fulfilment of any obligation of such Party. In each case, but in a non-exhaustive manner, the possibility for the Ordering Party to refer to occurrence of the force majeure in order to exclude or limit its liability for timely payment or prove pointlessness of performance of the agreement or the Order by INVENIO shall be excluded. The other Party shall be notified as soon as possible, not later however than 3 days after the cessation of the event that was caused by Force Majeure, which made it impossible to deliver such notification.
- 10.5. The term for fulfilment of this obligation by INVENIO, provided that in the opinion of INVENIO there is a possibility to fulfil such obligation after cessation of the Force Majeure, shall be extended by the period of the event that has features of force majeure.

11. General provisions—No assignment

- 11.1. The Ordering Party shall not be authorized to transfer any rights or duties that result from any agreement or Order on third persons without prior written permission of INVENIO, under the pain of invalidity (no assignment).
- 11.2. In case when the entity that is indicated by the Ordering Party is liable for payments, does not make payments or make untimely payments, the Ordering Party shall satisfy any claims of INVENIO that result from mutual relationship, as well as Ordering Party declares itself a guarantor of payment by this or any other entity in the amount that is requested by INVENIO.
- 11.3. To clear any doubts, indication of any other entity by the Ordering party as the payer shall not be the subject of the duty of INVENIO to fulfil such obligation for the benefit of this or any other entity.

12. General provisions—contact

- 12.1. The Parties indicate that their addresses for correspondence shall be, each time—for INVENIO—the address of the head office that is indicated in the official register in North Macedonia, for the Ordering Party—the address that is indicated in the agreement or the Order, the address that is indicated with a register of the Entrepreneurs for the Ordering Party or any other address known to INVENIO, where the Ordering Party carries out its business activity.
- 12.2. The Parties shall immediately inform the other Party about any changes of the address for correspondence. Until proper notification of the other Party about such change—in writing or in a documented form—any notifications and correspondence that is delivered to the address that is currently known shall be deemed duly delivered.
- 12.3. The e-mail address for INVENIO shall be: 1) the e-mail address that is indicated in these GT for initiation of negotiation within the scope of conclusion of the agreement or the Order, 2) the e-mail address that is indicated in the agreement or the Order, and 3) in case, when the Party is Invenio asekovski@invenio.mk
- 12.4. The e-mail address for the Ordering party shall be: 1) the e-mail address from which the Ordering party initiated negotiations with respect to conclusion of the agreement or the Order, 2) the e-

mail address that is indicated in the agreement or the Order and 3)the e-mail address of the Ordering party that is each time known to INVENIO.

12.5. For the statement of the Ordering Party on withdrawal from an agreement or an Order to be effective, the Ordering party shall keep the written form of such statement on the pain of invalidity.

13. General provisions—Miscellaneous

13.1. These GT were developed in English version.

13.2. The Parties declare a will of amicable resolution of disputes.

13.3. For any relationships of the Parties, the Macedonian law shall apply. In case the Macedonian law indicates application of obligation or extra-obligation relationships of foreign regulations, the Parties shall agree for application of only Macedonian laws that are determined only in Macedonian acts and resolutions. (The Parties shall select Macedonian law with exclusion of its conflict rules).

14. General provisions—effect and application

These GT shall apply in case of any agreements or Orders that are concluded after January 15, 2019_ and shall be effective until the moment of replacement or repeal thereof by INVENIO.