

General terms and conditions

FORTIS PROJEKT Inc.
**for design, construction, commerce and electronic
communications**

HR-10000 Zagreb, Nova cesta 184

OIB: 86877525325, MBS: 080718982

represented by

Marko Obad, chief executive director and Siniša Štengl, executive director

1. Introduction

The following document shall form these general terms and conditions (hereinafter: "**Conditions**"). All business activities are subject to these Conditions and no order should be placed without reference to these Conditions.

"**Fortis Projekt**" means company FORTIS PROJEKT Inc., with registered seat in Zagreb, Nova cesta 184, Croatia. Its main business activity focuses on building infrastructures for telecommunications, broadband and data networks.

These Conditions shall refer to Fortis Projekt's purchasers, suppliers as well as to all other business partners (hereinafter: "**Clients**").

"**Contract**" means any agreement or understanding on business cooperation which the Fortis Projekt has concluded with any Client, and to which these Conditions apply.

2. General obligations of Fortis Projekt

Fortis Projekt shall provide all management, engineering, design, supervision, personnel services, as well as equipment, machinery, tools, materials and all other necessary items whether of temporary or permanent nature, all to the extent necessary to provide the service specified in the Contract form (hereinafter: "**Service**").

Fortis Projekt represents and warrants that it shall carry out the Service in accordance with internationally recognised good practices and standards applicable to the Service stipulated in the the Contract. Fortis Projekt shall provide the Service with all due skill, care, diligence, prudence and foresight to be expected of a reputable contractor experienced in provision of the Service stipulated in the Contract.

Contract shall be in compliance with all provisions of applicable laws and other regulations. The Contract shall also ensure that the Services are provided, and that the personnel abides all applicable laws and other regulations.

3. Health, safety, environment and security

Fortis Projekt and Clients shall procure that all Contracting parties actively pursue the highest standards of health, safety, environment and security in connection with the Service.

4. Order

Fortis Projekt shall accept orders from Clients only in writing form via fax, post, e-mail, website or by prior arrangement by other electronic means. If the order is not made properly, Fortis Projekt is not responsible for refusal thereof.

5. Payment

Payments shall be made in the national currency unless otherwise specified in the Contract.

Price for the Service shall be charged in accordance with these Conditions and Price List.

The Price List is valid until revocation. Fortis Projekt has the right to alter Price List at any time with the obligation to publish and make it available to Clients in a timely and appropriate manner. Price List, as well as any subsequent amendments thereto, shall be available on the official website of Fortis Projekt.

If due to the omission of Client, the identity information of Client, the account number and other information necessary for the proper recording of the payment are not correctly entered in the payment form, Fortis Projekt shall not be responsible for the inability to

record the payment resulting from the reasons stated – until Client submits to Fortis Projekt the proof of the payment made.

Client is obliged to pay the invoice specified with Work components in full amount until the due date stated on the invoice. Payment shall be made within 60 (in letters: sixty) days from issuing the receipt. For delayed payments, default interest shall be added in accordance with the applicable law of the Republic of Croatia.

6. Suspension and variation

With notice to Fortis Projekt, the Client shall have the right to instruct the suspension or variation of all or any part of the Service. Any additional payment or adjustment to the price shall be valued at the appropriate prices included in the Contract or, in the absence of the same, a fair valuation shall be made by Fortis Projekt.

7. Force majeure

If a force majeure event gives rise to a failure or delay in either party performing any obligation under the Contract, that obligation will be suspended for the duration of the force majeure event.

A party that becomes aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

- promptly notify the other party; and
- inform the other party of the period for which it is estimated that such failure or delay will continue.

A party whose performance of its obligations under the Contract is affected by a force majeure event must take reasonable steps to mitigate the effects of it.

8. Term and termination

Each Contracting party has the right to terminate the Contract without stipulating specific reasons. Termination has to be declared in the form of written notice sent to the other party.

In the event that either Contracting party continuously fails to fulfil its obligations under the Contract and/or fails to remove the consequences of any infringement within 15 (in letters: fifteen) business days from the receipt of written notice describing such infringement, other party may terminate the Contract with a written notice having immediate effect.

Each Contracting party has the right to terminate the Contract with immediate effect in the event of bankruptcy or liquidation proceedings opened against other party, as well as cases of insolvency, blockade and over-indebtedness of the other party.

Termination of the Contract shall be notified to the other party by means written notification sent via registered mail with the notice of receipt.

9. Confidentiality

Without the express written consent of the other Contracting party to do otherwise, confidential data may only be used for the purposes specified in Contract.

Contracting parties shall undertake all appropriate measures to protect the secrecy of and avoid disclosure and unauthorized use of confidential information. Thereby, the Contracting

parties shall undertake the same measures and adopt the same safeguards having a degree of care no less than that used in connection with its own confidential information.

Contracting parties agree that the obligation to maintain data confidentiality does not relate to the following information:

- information that are already in the possession of the other party to the Contract and in respect of which the confidentiality obligation does not exist;
- information that have at the time of conclusion of the Contract been made public, and for which publication the other Contracting party is not responsible;
- which, at or after the conclusion of the Contract, must be published or submitted in accordance with the applicable regulations or the decision of the competent state body.

The obligation to maintain data confidentiality set forth in this Article shall bind the parties even after the expiration or termination of the Contract.

10. Applicable law and Jurisdiction

Contracting parties agree that the applicable law for the Contract is law of the Republic of Croatia.

Contracting parties agree to resolve all possible disputes amicably in accordance with the provisions of the Contract, or in accordance with the laws and other applicable regulations of the Republic of Croatia. If the parties cannot resolve the dispute by means of an agreement, the parties hereby agree that the dispute shall be resolved before the competent court in Zagreb.

11. Final provisions

The Contract supersedes all prior oral or written agreements between the parties in respect of the subject matter of the Contract. In case of disagreement between the main part of the Contract and its schedules, the provisions of the main part of the Contract shall prevail.

Should any provision of the Contract be or become illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of any other provision of the Contract. The Contracting parties, shall replace provisions of the Contract which have been repealed or cannot be enforced as soon as possible, and shall instead agree on new provisions which are in accordance with the purpose that the Contracting parties wanted to accomplish.

These Conditions shall be published on the website of Fortis Projekt. The Conditions shall take effect on the day of publication.

Fortis Projekt reserves the right to change these Conditions, on which Client shall be notified in due time on the website of Fortis Projekt or in other appropriate manner.