

## GENERAL TERMS AND CONDITIONS

### Article 1.

#### General provisions

- 1.1 Include Ltd from Solin, Croatia, with its registered address at Kneza Trpimira 30, VAT number: HR87239495136 (hereinafter referred to as **Include**) is the manufacturer of Steora smart benches, in particular the models: "Steora Classic", "Steora City" and "Steora Cyclo" and Terra waste containers, in particular the models: "Terra Public Can" and "Terra Residential Bins" (hereinafter individually referred to as **Product** or jointly as **Products**).
- 1.2 The General Terms and Conditions (hereinafter the **Terms**) are an integral part of the Partnership Agreements, Licensed Reseller Agreements and the Agency Agreements (hereinafter referred to as the **Agreements**) concluded by Include in its business which regulate mutual relations between the Contracting Parties (hereinafter individually referred to as **Contracting Party** or jointly as **Contracting Parties**) and are to be applied in full, unless otherwise provided in the individual Agreements.
- 1.3 By concluding the Agreement by authorized representative, the other Contracting Party agrees in full to the application of the Terms and confirms that it is familiar with them.
- 1.4 The Terms valid on the day of concluding the Agreement shall apply to the Agreement. In the event of a change to the Terms, the last article of the amended Terms shall indicate the date of commencement of the application of the amended Terms.
- 1.5 The Terms are available at any time on [www.include.eu/legal](http://www.include.eu/legal)

### Article 2.

#### Definitions

- 2.1 For the purposes of the Terms and Agreements, the words and expressions set forth below in this Article shall have the following meanings, unless the context expressly implies otherwise:
  - "Intellectual Property of Include" means copyright, patents, trade secrets, trademarks, trade names, designs, databases, user models, domains and other similar rights, whether registered or not, present or future which belong or may belong to Include with regard to its Products;
  - "Buyer" means a natural or legal person purchasing a Product from other Contracting Party;
  - "Area" means specific territory where other Contracting Party is allowed to distribute Include's Products;
  - "Steora Smart Bench" means a smart bench manufactured by Include, marked by Include's Steora® trade mark;
  - "Terra waste container" means containers manufactured by Include, in particular the models: "Terra Public Can" and "Terra Residential Bins";
  - "Authorized Representative" means a legal representative or employee who is authorized to represent any Contracting Party;
  - "Agreement Period" means the term of signed Agreement;
  - "Partner" means other Contracting Party who is entering Partnership Agreement with Include;
  - "Order" means the Partner's purchase order issued to Include for the Sale of the Product, which explicitly refers to the Agreement;
  - "Contract" means individual contract concluded by Include's acceptance or confirmation of the Order;
  - "Agent" means other Contracting Party who is entering in Agency Agreement with Include;
  - "Licensed Reseller" means other Contracting Party who is entering in Licenced Reseller Agreement with Include;
  - "Project" means project of Product sale with specific Buyer stated in the Agency Agreement;
  - "Report" means written report submitted by Agent which consists of relevant activities undertaken by Agent.

### Article 3.

#### Warranty Obligations

- 3.1 Include gives a limited warranty to the Buyers of the Products for their correctness in accordance with the conditions stated in the Warranty on Include's website <https://www.include.eu/legal>.
- 3.2 Include shall enclose a valid Warranty with each delivered Product.

## Article 4.

### Solos

- 4.1 All Products are connected to an IoT communication platform - Solos (hereinafter referred as **Solos**). Solos ensures the daily transmission of collected data from the Product to Include servers for a period of five years from the date of delivery of the Product. The collected data is used for the purpose of improving the performance of the Product and timely informing about possible defects of the Product.
- 4.2 Collected data are available to Buyers, i.e. the actual owners of the Product, via the Solos in visual form. In addition to visually displaying data, Solos also allows remote control of certain product functions, such as transferring promotional materials to Steora City benches with LCD screens.
- 4.3 Obligation of the other Contracting Party is to inform the Buyer about the Solos platform, the use of which is optional and does not affect the warranty or other rights that belong to the Buyer. Creating an account on Solos is possible without a fee or surcharge. At the time of adding the Product to Buyer's own account, 12 (twelve) months of access to the data from the Product are made available. After a period of 12 (twelve) months, the Buyer can extend access to data from the Product by paying an annual subscription. Subscription payment is made directly through the payment system integrated in Solos.

## Article 5.

### Intellectual property of Include

- 5.1 The usage of Include's Intellectual Property is allowed only with a prior written consent by Include and only in accordance with Include's written instructions for the purpose of advertising, promotion and Product sale, and to the extent necessary to exercise rights and fulfill obligations under this Terms and Agreements.
- 5.2 The other Contracting Party is not authorized to:
  - use Intellectual Property of Include in a way that could jeopardize Include's uniqueness, validity or reputation;
  - use, in relation to the Products, any names, logos, emblems or labels without the express written consent of Include, other than those already approved by Include;
  - use in the Area any trademarks or trade names resembling Intellectual Property of Include, which could lead to confusion or deception;
  - use Include's trademark as part of its own company;
  - apply for registration or register in the Area as a trademark or domain any term or sign equal to or similar to Intellectual Property of Include.
- 5.3 The other Contracting Party shall ensure that any reference to and use of the Intellectual Property of Include by the other Contracting Party in all advertising or promotional materials, or reference to or use of the Intellectual Property of Include in another way, approved in writing by Include, is always in the form and with content approved by Include and that it contains a note that it is the Intellectual Property of Include.
- 5.4 The other Contracting Party is obliged to notify Include without delay of all lawsuits, claims, written or oral allegations, or of any knowledge of infringement or impending infringement of Intellectual Property of Include and to take all necessary actions at the written request of Include to eliminate such infringements or impending infringements and to provide support to Include, which can reasonably be expected, in eliminating or preventing such infringements or impending infringements.
- 5.5 At the written request of the other Contracting Party Include shall enter into any litigation or other court or out-of-court proceedings instead of the other Contracting Party as a Plaintiff or counterparty and to conduct such proceedings, or to enter into such proceedings as an intervener on the other Contracting Party's side and take all necessary actions, including settlement, in order to protect the other Contracting Party from a lawsuit or other appropriate claim filed by a third party against the other Contracting Party alleging that advertising, promotion and sale of the Product or use of the Intellectual Property of Include in the Area infringes the intellectual property of a third party, and Include shall reimburse for the other Contracting Party which he had in connection with such a lawsuit or claim.

## Article 6.

### Confidentiality

- 6.1 The Contracting Parties are obliged to sign a Non-Disclosure Agreement which they shall fully comply with in their Contracting relationship.

## Article 7.

### Information on the processing of personal data

- 7.1 The Controller of personal data of other Contracting Party, its employees or associates is Include d.o.o. Solin.
- 7.2 The scope of personal data processed by the Controller includes personal data directly disclosed by the other Contracting Party, as well as data available through publicly available registers.
- 7.3 The personal data of the other Contracting Party, his employees or associates will be processed as part of the cooperation between the parties for the purpose of performing the Contracting relationship.
- 7.4 The legal basis for the processing of personal data is the legitimate interest of the Controller (Article 6 of the GDPR).
- 7.5 The legitimate interest of the Controller is the effective conclusion and execution of a Contracting or consensual relationship.
- 7.6 Personal data of the other Contracting Party, its employees or associates may be transferred to legal entities that process personal data at the request of the Controller, including legal advisers, IT service providers, banks, competent authorities.
- 7.7 The personal data of the other Contracting Party, his employees or associates will be processed during the existence of a legitimate interest of the Controller. The period of storage of personal data may be extended each time for a period of limitation of claims, if the processing of personal data will be necessary for the search of any possible claims or the defense against such claims by the Controller.
- 7.8 All persons whose personal data are processed have the right to access their data and the right to request their correction, removal, restriction of processing and right to object.
- 7.9 All persons whose personal data are processed also have the right to lodge a complaint with the supervisory body dealing with the protection of personal data in a Member State of the European Union if the processing of their personal data violates the law.
- 7.10 The provision of personal data is necessary as part of the cooperation of the parties, including for the conclusion and execution of the Agreement- and it is not possible to conclude and execute an Agreement's obligation without the processing of personal data.

## Article 8.

### Notifications

- 8.1 Any notice between Contracting Parties shall be in writing (which may include e-mail) and delivered in person or by sending it to the address (including e-mail address) of the other Contracting Party referred to under the following Article 8.2. i.e to another address of which it has notified the other Contracting Party on previously described way. Notifications must be sent in such a way as to guarantee the possibility of proving receipt of the notification.
- 8.2 For Include all notifications will be sent to:  
Email address: [legal@include.eu](mailto:legal@include.eu)  
Address: Kneza Trpimira 30, 21210 Solin, Republic of Croatia
- 8.3 Each Contracting Party is obliged to notify the other Contracting Party of any change in the above data for sending notifications without delay, otherwise it is liable to the other Contracting Party for damages.

## Article 9.

### Dispute resolution

- 9.1 The law of the Republic of Croatia is applicable to these Terms and Agreements.

- 9.2 All disputes between the Contracting Parties including disputes related to the issues of its valid occurrence, violation, or termination, as well as the legal effects arising therefrom, shall be referred to conciliation procedure in accordance with the applicable Rules of Conciliation of the Croatian Chamber of Commerce. The Contracting parties agree to conduct the conciliation procedure in front of 1 (one) conciliator. If the parties do not reach an agreement on the person of the conciliator, he shall be appointed by the President of the Conciliation Center at the Croatian Chamber of Commerce. If these disputes are not resolved by conciliation procedure within 30 (thirty) days after the submission of the proposal to initiate conciliation procedure or within another period agreed by the parties, they shall be finally resolved by arbitration in accordance with the applicable Arbitration Rules at the Croatian Chamber of Commerce's Permanent Court of Arbitration (Zagreb Rules). Contracting Parties agree that the number of arbitrators in the dispute is 1 (one), that the law of the Republic of Croatia is applicable and that the arbitration is in the Croatian language and using the Latin alphabet.

## Article 10.

### Authorisation

- 10.1 Each Contracting Party warrants to the other Party that:
- they have the full power and authority to conclude the Agreement and that the conclusion of the Agreement does not breach the articles of association or any other general act, and that an authorised representative is authorized to conclude the Agreement by the Contracting Party;
  - the conclusion of the contracting relationship based on the Agreement does not represent a breach of any other contracting or other obligations towards any third party, any third party's rights or any other statutory provisions;
  - the conclusion and performance of the Agreement shall not be liable to approvals or notification of authorities, that is, if such approvals or notifications are needed, they shall be received and updated during the term of the Agreement.

## Article 11.

### Transfer of Agreement and assignment of claims

- 11.1 Each Contracting Party is authorized to assign rights to a third party, as well as to transfer the claims and obligations under the Agreement to a third party only with the written consent of the other Contracting Party. However, Include is authorized to assign to a third party the monetary claims it has under or in connection with the Agreement with the other Contracting Party without the other Contracting Party's consent.

## Article 12.

### Final provisions

- 12.1 Agreements between Contracting Parties do not constitute a partnership agreement within the meaning of the Civil Obligations Act or a joint venture agreement of the Contracting Parties, nor does it authorize either Contracting Party to act in its own name and on behalf of the other Contracting Party, or on behalf of the other Contracting Party. Nothing in the Agreement between Contracting Parties shall be construed in a way that it constitutes a partnership between the Contracting Parties within the meaning of the Civil Obligations Act, a joint venture agreement, or that one Contracting Party is authorized to act in its own name and on behalf of the other Contracting Party, or on behalf of other Contracting Parties. Neither Contracting Party shall be liable for any act or omission of the other Contracting Party towards third parties.
- 12.2 In the event any provision of this Terms and/or Agreement is held to be unenforceable, that shall not affect the legal force and effect of other provisions of this Terms and/or Agreement, and Contracting Parties agree to exert their best efforts to replace the unenforceable or invalid provision with the valid and enforceable provision, to the extent allowed and possible.

## A. ADDITIONAL TERMS AND CONDITIONS FOR PARTNERSHIP AGREEMENTS

### Article 1.

#### Risk transfer and liability for material and legal defects of the Product

- 1.1 Include excludes its liability towards the other Contracting Party for material defects of the Product which it had at the time of transfer of risk to the other Contracting Party. In order to maintain the possible rights of the other Contracting Party in its relations with the carrier, Include shall allow the carrier to carry out an inspection of the Product, such as quality control, measurement, weighing, etc., before taking over, and a representative of Include and the carrier shall make a report on the inspection.
- 1.2 The other Contracting Party shall take over the Products within 10 (ten) days of receiving notification that they are ready to take over. If Product is not picked up within 10 (ten) days of receiving the notice, Include is authorized to charge a storage fee pursuant to the valid price list, on the day after the takeover expiration deadline. Each started day counts as a whole day.
- 1.3 Include guarantees that it is the sole owner of the Products and that there is no third-party right that excludes, diminishes or restricts the other Contracting Party's right, the existence of which the other Contracting Party has not been notified, nor has it agreed to take the Products encumbered with that right.

## Article 2.

### Warranty obligations

- 2.1 The Partner is obliged to co-sign the Warranty of the Product before delivering the Product to Buyer from which date warranty period starts.
- 2.2 The Partner is also obliged to inform the Buyer of Buyer's duty of installation of the Product as well as deinstallation in case of malfunction and necessity to replace the Product with a new one in accordance with Warranty.
- 2.3 The Partner is not authorized to repair the Product independently and without the knowledge of Include, unless the Partner has a separate Service Agreement with Include. In case of unauthorized repair by the Partner, the Product loses warranty, in which case Include is not liable to the Buyer for any damage caused by such unauthorized conduct by the Partner. Due to a breach of this provision by the Partner, Include is authorized to terminate the Agreement with immediate effect by sending notice to the Partner.

## Article 3.

### Partner obligations

- 3.1 The Partner shall make reasonable commercial efforts to advertise and promote the sale of Products in the Area.
- 3.2 In connection with the promotion, advertising and sale of the Product, the Partner is obliged to:
  - Always state the product trademarks in all promotions, including promotions on social networks;
  - Make it clear it is acting as a Partner;
  - Keep the Products in a condition suitable for their storage and ensure their protection;
  - Not to make any modification of the Products or their packaging, except to the extent necessary in accordance with the mandatory regulations of the Area and with the obligatory prior written consent by Include;
  - Not to change or remove from the Product the trademark, numbers or other means of identification used in relation to the Products;
  - Submit copies of their updated product price lists, without delay and upon request of Include;
  - Use, in relation to the Products, exclusively advertising and promotional materials, i.e. undertake activities that have been previously approved in writing by Include;
  - Not give oral or written warranties or statements regarding the quality or correctness of the Product without the written consent of Include;
  - Notify Include without delay of any changes in its membership or management structure and of any change in the organization or manner of doing business, of criminal proceedings or a final judgment against the Partner, its responsible persons or majority shareholders as well as any circumstances that may affect the Partner's reputation or prevent him from properly fulfilling his obligations under the Agreement.

## Article 4.

### Liability for damage

- 4.1 The Contracting Parties agree that Include is not liable to the Partner for damages it might occur in connection with the use i.e. inability to use the Product, except in cases specified in the Agreement and in mandatory regulations.

- 4.2 The Contracting Parties agree that the amount of damages for which the Include is liable due to violation of the provisions of the Contract, concluded by accepting the Order, the liability of Include is limited to the amount of the Product Price paid by the Partner to Include for Products which caused the damage.
- 4.3 The Contracting Parties agree that the amount of damages for which Include is liable for breach of the provisions of the Agreement is limited to the amount of the Product Price paid by the Partner for the Products during the Contracting term of the Agreement on the basis of all contracts concluded.

## Article 5.

### Duration and termination of the Agreement

- 5.1 The Agreement is entered into for an Agreement period specified in Business Terms of the Agreement and shall enter into force upon signature by both Contracting Parties by their authorized representatives.
- 5.2 The Agreement will be automatically renewed for a successive Agreement period of same length as specified in Business Terms, unless either Contracting Party gives written notice on termination to the other Contracting Party at least 30 days prior the day of expiration.
- 5.3 Either Contracting Party is authorized to terminate the Agreement at any time by giving written notice to the other Contracting Party with a notice period of 90 (ninety) days. The Agreement terminates upon the expiration of the notice period.
- 5.4 Include is authorized to terminate the Agreement with immediate effect by delivering written notice to the Partner if the Partner fails to pay any amount payable under the Agreement within 14 (fourteen) days from the due date of payment. The Agreement is then considered terminated on the day of sending the written notice to the Partner. In such case, Include is authorized to terminate the Contracts created by accepting or confirming the Order.
- 5.5 Either Contracting Party is authorized to terminate the Agreement at any time with immediate effect by giving written notice to the other Contracting Party, if:
  - the other Contracting Party commits a breach of any provision of the Agreement and, if remedial of the breach is possible, fails to remedy the breach within 15 (fifteen) days of receipt of the invitation to remedy the breach;
  - the other Contracting Party becomes insolvent or its bank account is blocked for a period longer than 30 (thirty) days, or its financial situation deteriorates so much that it is obvious it will not be able to fulfil its obligations under the Agreement;
  - liquidation proceedings of the other Contracting Party or bankruptcy proceedings or other insolvency proceedings are instituted before a competent court or other body;
  - it learns that criminal proceedings have been instituted against the other Contracting Party, or responsible persons or majority members of the other Contracting Party, or that a final judgment has been rendered, in particular for economic crimes;
  - in other cases specified by law or the Agreement.

## Article 6.

### Consequences of termination of the Agreement

- 6.1 In the event of termination or cancellation of the Agreement, the Partner shall hand over to the Buyers the stock of Products for which it has accepted their Orders before the day of receipt of notice of termination or cancellation of the Agreement.
- 6.2 The Partner shall, at his own expense, within 60 (sixty) days from the termination of the Agreement, return to Include all samples and promotional materials related to Include's Products, or to treat them in accordance with other instructions of Include.
- 6.3 Outstanding receivables under the Agreement for which Include has issued an invoice to the Partner are due on the day of termination or cancellation of the Agreement, and claims for which no invoice was issued on the day of termination or cancellation of the Agreement, fall due immediately upon receipt of the invoice.
- 6.4 On the date of termination of the Agreement, the Partner is obliged to stop promoting, selling, and advertising Include's Products and stop using any trademarks or other forms of intellectual property of Include, except for the purpose of selling the Products purchased before the termination of the Agreement.

- 6.5 Due to the extreme importance of keeping confidential the data from the Agreement, which together constitute a package of unpatented practical information arising from the experience and testing by Include related to the Products (know-how), the Contracting Parties agree that the Partner shall not use such information or produce same or similar products in the Area, for 1 (one) year after the termination of the Agreement.

## Article 7.

### General provisions

- 7.1 The UN Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

## B. ADDITIONAL TERMS AND CONDITIONS FOR AGENCY AGREEMENT

### Article 1.

#### Non-exclusivity

- 1.1 Include may in its discretion enter into other Agency Agreement with, and arrange for the agency services to be provided by other agents. Include may have several agents in the Area with regards to the arrangements concerned, or may perform them without using the services of an agent.

### Article 2.

#### Restrictions with regards to the Product

- 2.1 Agent's rights and commitments are limited to the Product stated in Business Terms of the Agreement and do not extend to any other Include's Products.

### Article 3.

#### Agent's responsibilities and commitments

- 3.1 Agent shall be responsible for connecting Include and the Buyer for the purpose of concluding the Contract. He is also responsible to exercise reasonable care and due diligence for the sake of Include's best interests and to take notes of all relevant activities undertaken for the purpose of fulfilling the responsibilities set forth in this paragraph and submitting them in the Report on Include's request.
- 3.2 Agent may hire other mediators from his Company, however, Include shall not be liable for any expenses incurred by such engagements, except the ones set out in the Agreement. Agent shall inform Include about any such engagement of an additional entity, prior to such additional engagement and receive from Include a written approval for such an additional engagement.
- 3.3 Agent shall perform all the activities set out by the Agreement at the highest professional level, and act according to the laws and regulations in force.
- 3.4 Agent shall act as an independent associate (separate legal entity), i.e. shall not act or present himself as Include's employee, represent Include legally and similar.
- 3.5 Agent shall not be entitled to reimbursement of costs incurred for the regular performance of the obligations under the Agreement.
- 3.6 Agent shall pay any and all taxes, fees and levies, i.e. Include shall not be liable for any additional expenses with that regards.

### Article 4.

#### Include's rights and responsibilities

- 4.1 Include shall notify Agent in reasonable time no later than eight (8) days about the intent to conclude, decline and fulfil or not fulfil the commitments from the Contract, in which the Agent participated.
- 4.2 Include shall provide the Agent with all the notifications needed for the fulfilment of Agent's commitments from the Agreement.

## Article 5.

### Term and termination

- 5.1 The Agreement shall be in effect upon the date set forth Business Terms of the Agreement and shall continue six (6) months, from the date hereof unless terminated by either Party in accordance with the terms of the Agreement.
- 5.2 In case the Project is finished prior to the Agreement Period stated in Business Terms of the Agreement, the Agreement shall be automatically terminated unless otherwise agreed by the Parties in writing.
- 5.3 Either Contracting Party may terminate the Agreement by sending the other Party a formal written notice even before the Agreement Period expires, with a 30 days' notice.

## C. ADDITIONAL TERMS AND CONDITIONS FOR LICENCED RESELLER AGREEMENT

### Article 1.

#### Non-exclusivity

- 1.1 Include may in its discretion enter into other Licensed Reseller Agreement with, and arrange for the licensed reseller services to be provided by other licensed resellers. Include may have several licensed resellers in the Area with regards to the arrangements concerned, or may perform them without using the services of a licensed reseller.

### Article 2.

#### Restrictions with regards to the Product

- 2.1 Licensed Reseller's rights and commitments are limited to the Product stated in Business Terms of the Agreement and do not extend to any other Include's products.

### Article 3.

#### Licensed Reseller's responsibilities and commitments

- 3.1 Licenced Reseller shall be responsible for negotiation and mediation between Include and third parties as Buyers for the purpose of concluding the Contracts. He is also responsible to exercise reasonable care and due diligence for the sake of Include's best interests.
- 3.2 Licensed Reseller shall perform all the activities set out by the Agreement at the highest professional level, and act according to the laws and regulations in force.
- 3.3 Licenced Reseller shall provide Include with all the necessary information on the market situation, especially those that are relevant to each Contract.
- 3.4 Licenced Reseller shall regularly inform Include of the fulfilment of his Contracting obligations and of third parties who are willing to negotiate or enter into a Contract with Include.
- 3.5 Licenced Reseller shall keep the business, professional and official secret of Include, which he found out in connection with the entrusted work and he shall be liable if he uses them or discloses them to another even after the termination of the Agreement.
- 3.6 After the termination of the Agreement, Licenced Reseller shall return to Include all the things that Include handed over to him for use for the duration of the Agreement, unless otherwise agreed.
- 3.7 Licences reseller shall act as an independent associate (separate legal entity), i.e. shall not act or present himself as Include's employee, represent Include legally and similar.
- 3.8 Licenced Reseller shall not be entitled to reimbursement of costs incurred for the regular performance of the obligations under the Agreement.
- 3.9 Licenced Reseller shall pay any and all taxes, fees and levies, i.e. Include shall not be liable for any additional expenses with that regards.

### Article 4.

#### Include's rights and responsibilities



- 4.1 Include shall act in his relationship with Licenced Reseller in accordance with the principle of conscientiousness and honesty and with the care of a good businessman.
- 4.2 When necessary for completion of Licenced Reseller duties, Include shall make available to Licenced Reseller at Include's expense samples, drawings, price lists, promotional materials, general business conditions and other documentation.
- 4.3 Include shall provide Licenced Reseller with all information necessary for the fulfilment of his obligations under the Agreement.
- 4.4 Include shall inform Licenced Reseller within a reasonable time, no later than 8 (letters: eight) days from the day on received information from Licenced Reseller, of the acceptance or rejection of the offer and the non-fulfilment of the Contract in the conclusion of which the Licenced Reseller participated.
- 4.5 Include shall inform the Licenced Reseller without delay of the need to reduce the scope of his work to a lesser extent than the Licenced Reseller could reasonably expect, due to Include's business changes that are resulting with reduction of the business volume, in order for him to reduce his entrepreneurship in a timely manner, otherwise Include is liable for the damage suffered.

## Article 5.

### Term and termination

- 5.1 The Agreement is entered into for an Agreement period specified in Business Terms of the Agreement and shall enter into force upon signature by both Contracting Parties by their authorized representatives.
- 5.2 Either Contracting Party is authorized to terminate the Agreement for important reasons that must be stated, especially due to non-fulfilment of the other party's Contracting obligation or due to changed circumstances without any notice period, before the expiration of the Agreement.
- 5.3 The Contracting Party is entitled to compensation for damages if the other Contracting Party did not have an important reason for termination of the Contract.