

# **GENERAL TERMS OF BUSINESS**

## **I – GENERAL PROVISIONS**

### **Article 1.**

This document defines the general conditions of sales and guarantees for goods, software, subscriptions and services (hereinafter referred to as „goods“ and „services“) from the sales program of MIBO komunikacije d.o.o.

The general terms and conditions of business (hereinafter referred to as GTC) govern the relations between the Company and clients with whom the Company operates within framework of it's registered activity.

The general terms and conditions of business contain the standard conditions that apply to all clients while establishing business relations between the clients and the Company which relate to the communication process, to the conditions for performing the tasks, and all other issues of interest to business, with the intention of ensuring the application of legal regulations, good business customs, good business practice and correct treatment towards the customer.

## **II – CONCLUSION OF CONTRACT**

### **Article 2.**

The goods and services are delivered by the Company based on legal regulations and agreed scope of cooperation.

The Company undertakes obligations towards clients only within the GTC , unless something else is expressly agreed in written form. GTC is applied to relations between clients and the Company based on an offer, request, order, written contract between the client and the Company, or any other form of communication permitted by regulations and business practices .

The offer is, in principle, changeable and does not bind the Company, unless it is stated on the offer that it is binding. The employees of the Company cannot give conditions that deviate from these GTC, unless given written authorization of the responsible persons (management) of the Company. The offer and acceptance of the said offer must be in writing. The offer can be delivered to the other party in any written form, including electronically.

In the case of a formal contract, all rights, obligations and responsibilities of the Company and the client are contained in the contract. The contracting parties undertake to act professionally in favor of all matters stated in the contract, according to legal regulations, rules of the profession and good business practices.

The client is obliged to provide uninterrupted access to the subject of the contract, and the Company's obligation is to provide, within the framework of the agreement , perform its obligations towards the client within the agreed terms and agreed scope. For any changes to the confirmed and agreed conditions, it is required to have an express written agreement signed by the responsible persons of both contracting parties.

## **III – DEADLINES AND RIGHT OF WITHDRAWAL**

### **Article 3.**

The Company will try, as far as possible, to adhere to the agreed deadlines. The set execution deadlines can be accordingly respected if the client fulfills their obligations of the cooperation.

The Company is not responsible for a delay in delivery or an increase in the price of goods and/or services that occurred as a result of incorrect, incomplete and subsequently changed data, information or documentation that was provided by the client. In case of unforeseen, unexpected events, such as due to force majeure, natural disasters and other events beyond the control of the Company, each contracting party may re-determine the deadlines for the fulfillment of the contract. The extension of the contract cannot be less than the number of days of the reason for the extension of the contract. If the agreed delivery deadline is exceeded due to the Company's fault, the client is obliged to inform the Company in the written form about the deadline being exceeded. If the Company does not complete the contracted scope of services within additional 30 days, the client has the right to terminate the contract. Cancellation of already completed partial deliveries under the contract is excluded. In case of cancelation, the client is obliged to pay for the performed and recieved part of the services.

The delivery of service will be considered timely if the Company delivers the object of the contract within the agreed period.

## **IV –PRICES AND TERMS OF PAYMENT**

### **Article 4.**

The prices specified in the offer are binding on the Company 10 days after the offer is made, unless otherwise stated in the offer. After that period, the Company can correct its offer for the resulting increase in costs. The Company is obliged to inform the client immediately about the change in the price of goods and/or services.

The Company will calculate its services in accordance with the accepted offer, the agreed request and the signed contract. The invoice for the part of the performed services will be issued once a month. The amount of invoice in that situation will be proportional to the work performed in relation to the contracted amount.

The client is obliged to settle their obligation according to the issued and accepted invoices within the agreed payment period. Payment will be made to the account of the authorized payment institution specified by the Company on the issued invoice.

## **V – DATA PROTECTION**

### **Article 5.**

The contracting parties agree that the complete correspondence related to the conclusion and execution of the service will be treated as a business secret and that they will not by any of their actions cause the data and information from them reach unauthorized persons.

The contracting parties are mutually obliged to keep the business secret of the other contracting party entrusted to them, as well as the data that they obtain through business correspondence or that they obtain in any other way during the performance of contractual obligations.

The contractual parties undertake that during the duration of the contractual relationship, as well as after its expiration, they will provide third parties with information about the content of their contractual agreements, as well as any internal information or data about the other contractual party with which they are familiar on the basis of cooperation.

## **VI – CONFIDENTIALITY**

### **Article 6.**

Offers/estimates, invoices/ shipping notes and other sales documents of the Company that contain terms of sale such as price, rebate, delivery term, method of delivery, method and term of payment are considered confidential and may not be disclosed in whole or in part to third parties without prior consent of the Company.

It will not be considered a violation of confidentiality is one of the parties in the purchase and sales has legal obligation to provide confidential information to the competent authority based on a legal and legally valid order, of which the Company is obliged to inform the client, but not to ask for their consent to transfer it.

In case of breach of confidentiality from paragraph 1 of this article, the Company reserves the right to compensation for damages and lost profits.

## **VII – APPLICATION OF ETHICS AND RULES AGAINST BRIBERY AND CORRUPTION**

### **Article 7.**

The Company conducts its business in an honest and ethical manner and adopts a zero- tolerance approach to bribery and corruption. The Company's internal acts stipulate, among other things, that the Company's

behavior is professional, honest, and with integrity in all business relationships, and the Company implements effective systems to combat bribery. The Company and the client are obliged to adhere to and respect the valid laws in Bosnia and Herzegovina, which relate to the suppression and fight against bribery and corruption, and to harmonize business relations and cooperation with them.

## **VIII – APPLICATION OF GLOBAL TRADE LAWS AND RULES AGAINST BRIBERY AND CURROPTION**

### **Article 8.**

The company and the client are obliged to adhere and respect relevant global trade laws and acts that regulate issues of ethical business and define rules against bribery and corruption, among others „U.S. Foreign Corrupt Practices Act“, „UK Bribery Act“, „OECD Convention on Combating Bribery of Foreign Public Officials in International Business“. The client undertakes not to offer or sell the equipment distributed through the Company's sales channel in embargoed countries and regions under global, US or EU sanctions. The client undertakes that the equipment distributed through the Company's sales channel will not, without obtaining the relevant local or global permits, be sold to end users for whom the relevant permits are necessary (military industry including production of chemical and biological weapons, nuclear industry, etc.).

## **IX – OTHER PROVISIONS**

### **Article 9.**

The Company will make this document (GTC) available on its official website [www.mibo.ba](http://www.mibo.ba). The Company reserves the right to change the General Terms and Conditions without prior notice.

### **Article 10.**

The provisions of positive legal regulations valid in the territory of the Company's headquarters shall be applied to other conditions, which are not prescribed by these General Terms and Conditions of Business.

### **Član 11.**

This document enters into force on the date of its adoption. The previous version of the GTC published on 10/20/2023. expires on the same day.

Sarajevo, 26-Mar-25