

GENERAL BUSINESS TERMS

1. BASIC PROVISIONS

These General Terms and Conditions of business regulate mutual obligations, rights and duties for uninterrupted and fast mutual business between the buyer - each business natural or legal person and the seller - SmartWay d.o.o. for design and supervision of electrical installations and automation systems, implementation of 4Dx and ScreenX cinemas, electrical installations, energy consumption monitoring systems, smart homes, design and manufacture of lighting designers and decorative fabrics.

These General Terms and Conditions, together with the specially agreed conditions, constitute a complete agreement between the parties. If the customer and SmartWay have entered into an agreement with different terms for a particular sale, the General Terms and Conditions apply to everything that the contract for a particular sale does not regulate.

For cases that are not regulated by these General Terms and Conditions, the applicable legal regulations of the Republic of Croatia shall apply with the exclusive jurisdiction of the court with competent jurisdiction in Varaždin.

If the customer has terms and conditions that do not comply with the General Terms and Conditions of SmartWay, the General Terms and Conditions of SmartWay apply unless otherwise agreed in writing.

An order sent to SmartWay or a takeover of goods or services by SmartWay is a confirmation of acceptance of the General Terms and Conditions of SmartWay.

In cases of ordering certain services or construction of certain facilities that are not standard, special conditions of sale and payment are agreed with the buyer in accordance with legal deadlines.

2. OFFER

SmartWay will prepare an Offer as soon as possible on the basis of oral, telephone, written or e-mail inquiries from the customer. The offer must contain:

1. Object
2. Quantity

3. Price
4. Terms of payment
5. Terms of delivery
6. Delivery deadline

Unless the parties have agreed otherwise in writing, the validity period of the offer is 15 days from the date of issuance of the offer. The offer is valid as accepted if the customer has accepted it in full and if SmartWay has received his written or e-mail acceptance before the expiration of the specified period or made payment in accordance with the terms of the offer.

3. PRICES

Prices provided to customers and interested parties or otherwise communicated or published are not binding and are subject to change without notice.

The price stated in the offer, which contains all the essential legal elements of the offer, is binding until the deadline for acceptance of the offer according to the terms of the offer.

4. ORDER

The customer order is binding on the customer, and SmartWay will proceed in one of the following ways:

1. If the order is placed on the basis of a valid offer within the deadline for acceptance of the offer, the work is considered contracted and SmartWay will fulfill the obligation with the fulfillment of conditions by the customer as defined in the offer,
2. If the order is placed based on information that does not have elements of the SmartWay offer, it can do the following:
 - a. accept a document or e-mail as an order and deliver goods or services,
 - b. consider such a customer document as an inquiry and make an offer, or
 - c. reject a document or e-mail in terms of an order / inquiry without explanation.

If the customer unilaterally withdraws from the order after it has been accepted by SmartWay, he must pay the real costs incurred in connection with the order within 8 days of receiving SmartWay's written request.

5. PAYMENT

Payment is 100% in advance according to the offer of SmartWay or otherwise by agreement with the appropriate means of securing payment which is accepted and confirmed by our commercial bank.

The buyer pays the bill by bank transfer. The day of fulfillment of the obligation to pay the invoice is the day of inflow of funds to the business account.

If the customer is late with payment, SmartWay has the right to charge interest rate on all outstanding claims as well as on those paid after the due date for each day of delay.

If necessary, SmartWay will send the customer a reminder for open receivables, which the customer must confirm or deny in writing within 8 days. If the buyer does not dispute within the specified period, it is understood that he agrees with the warning and will settle the amount. If the debt is not settled within the period specified in the reminder, SmartWay will make a payment through enforcement.

6. DELIVERY

Delivery of goods or services will follow within the deadline defined by the offer. Extending the delivery time to a reasonable extent does not entitle the customer to withdraw the order. The buyer may claim compensation for provable and evidential damage suffered due to delay in delivery up to a total of 5% of the value of the delivered goods or services.

The buyer may not make requests based on the extension of the delivery time in cases of force majeure or situations in which the extension of the delivery time occurs due to unfulfilled or improperly performed obligations of the buyer.

Partial deliveries are allowed unless expressly excluded.

The request to return or replace the goods is explicitly excluded from the title of the complaint about the design (appearance), functionality or problems that are resolved within a reasonable time.

7. QUALITY OF PRODUCTS AND SERVICES

The delivered goods and services must comply with the specifications from the offer, provided that they are used according to the prescribed environment and the manner of use from the offer. Only technical information and prospectus material attached to the specific offer will be considered relevant.

8. WARRANTY

SmartWay provides a 2 (two) year warranty for the correct operation of equipment and software functions of the software unless otherwise agreed.

Correctness is ascertained by performing the functions of equipment and software according to the specifications according to which the equipment and software were purchased.

It is excluded from the warranty:

1. consumables
2. glass parts
3. cases of force majeure
4. cases of user negligence and inadequate use
5. cases of use in an inappropriate environment
6. cases of use by an unauthorized person

The course of elimination of possible failures is determined in more detail in the offer / contract, depending on the characteristics of the equipment / system in maintenance..

Defects are reported via the form on our website and in accordance with the published instructions.

For software solutions offered by SmartWay, SmartWay also offers maintenance of the same with subsequently defined conditions and price. SmartWay offers monthly and annual maintenance.

For products and services for which a defect has occurred within the warranty period or contracted maintenance, we deal with it within the warranty or contracted maintenance.

For products and services for which the warranty period has expired or maintenance has not been contracted, the diagnosis of the defect is charged 50 EUR + VAT, according to which a report is sent and a possible offer to eliminate defects.

SmartWay has no obligation to install a new part in the event of the need to replace a factory-defective component, but can install a part of the appropriate degree of wear in accordance with the degree of wear of the complete device.

Replacement of a component within the warranty period does not extend the warranty period, except in cases prescribed by law, if the repair cannot be performed within the specified period.

SmartWay shall not be liable for any direct or indirect damages or costs that the customer may incur by using the goods or services purchased from SmartWay.

Likewise, SmartWay is not responsible for the betrayed expectations of customers regarding the characteristics of the goods and services it purchases.

The buyer is obliged to get acquainted in detail with the characteristics of the goods and services he buys and bears full responsibility for his decision.

9. PROTECTION OF RIGHTS AND LICENSE FOR THE SOFTWARE

Customer has a non-exclusive and non-transferable right to use the software in accordance with the terms of the license in its organization for its business needs and all other rights belong to the software manufacturer.

The customer does not acquire any rights or intellectual property over the software products, their upgrades and updates, regardless of how much the customer or his associates have contributed to their creation.

Customer may not duplicate, compile or modify the software, or decompile, disassemble, or otherwise produce any part of the source code of the program..

10. TECHNICAL DATA PROTECTION AND SPECIFICATIONS

The Buyer undertakes to keep all technical data, specifications and instructions made available to him for the use of equipment and software as a business secret and may not disclose them to third parties or publish them or include them in any written and other material suitable for publication or distribution without the written consent of SmartWay.

The same applies to all texts, images and information available through websites, brochures, offers including any third form of information that may be disposed of as follows:

1. the prospectus material intended for distribution may be freely forwarded, but no alterations may be made to the material nor may it be duplicated,
2. offers, descriptions of solutions, schemes, presentations, etc. may be used only for the purpose for which they were delivered to the interested party / buyer and may not be forwarded to third parties without the written consent of SmartWay.

The use of any part of the material and inclusion in your own work (scientific work, offer, project, advice, marketing material, etc.) is possible only with the approval of SmartWay with prior regulation of the right to use and mandatory citation of sources.

SmartWay d.o.o.
Petra Mesarić, PhD

A small, faint version of the SmartWay logo is present, overlaid with a handwritten signature in blue ink. The signature appears to be "Petra Mesarić".