

General purchase conditions of Zavarovalnica Sava, d.d. / Sava Insurance Company d.d.

1. General definitions

Supplier (provider) – every business entity that supplies goods or services to the company.

Buyer (contractor) – means Sava Insurance Company d.d., Cankarjeva ulica 3, 2000 Maribor, Slovenia and Sava Insurance Company d.d. – Croatia subsidiary, R. Frangeša Mihanovića 9, 10110 Zagreb, Croatia.

Order - means a written order issued to a supplier for the purchase and supply of goods or services. A written order can be in the form of a concluded contract or an issued purchase order.

Goods or services – means goods, equipment or services from the buyer's purchase order.

Contracting parties – means a contractual relationship between a buyer and a supplier on the basis of a concluded order.

Receipt document – a document proving receipt of supplied goods or delivered services, their quality and quantity (handover note, delivery note, purchase order, other documents supporting the supply of goods or services).

Sava Insurance Group – are companies of the Sava Insurance Group posted on the website: <u>https://www.sava-re.si/en/sava-insurance-group/</u>.

2. General provisions

- 2.1. General purchase conditions (hereinafter: Purchase conditions) of the Buyer apply to all orders the buyer or the companies in its majority ownership conclude with suppliers based on the order of goods or services.
- 2.2 The subject purchase conditions fully regulate the legal relations arising from the business cooperation between the Buyer and the Supplier. The purchase conditions apply exclusively and in full, whereby the Buyer does not acknowledge any general conditions of the Supplier, unless otherwise agreed in writing.
- 2.3 In order to avoid any doubt, the offer, confirmation or execution of the order itself is considered as the Supplier's acceptance of the terms of purchase, with which he fully agrees. The Buyer reserves the right to define special purchasing conditions that shall apply above the present purchasing conditions which are specifically defined in an individual order.
- 2.4 Any terms and conditions of business, which are delivered together with the goods in paper or electronic form, are not binding on the Buyer, unless the Buyer confirms them in writing.
- 2.5 The Supplier is aware of the fact that individual members of the Sava Insurance Group may be a public limited company listed on a stock exchange and, therefore it is subject to special rules regarding the protection of inside information in accordance with the provisions of the applicable Financial Instruments Market Act. The Supplier undertakes to protect the obtained inside information as a business secret, in accordance with the provisions of applicable law and any additional Buyer's instructions or instructions of the company, which is a public joint-stock company, and will not misuse it for its own account or for the account of third parties.



3. Demand, supply and order

- 3.1. The Supplier's offers are free of charge and non-binding for Sava Insurance Company d.d. An offer shall contain at least: the subject, its quality, quantity and price, payment terms, deadline and the delivery method of the contract subject. Unless otherwise stated in the demand, the deadline for delivery of the offer is 2 working days from the day of the receipt of the demand. The Supplier is bound by the offer until the expiry of its validity period, in which the period cannot be shorter than 14 days. The offer is considered accepted if the Buyer confirms it in full and without any written proposals for change or amendment with an order before the expiration of its validity.
- 3.2. In the event of a demand or tender, the Buyer shall reserve the right to:
 - decline all the tenderers,
 - not be obliged to give an explanation in case of withdrawal from the offer,
 - negotiate the price after the receipt of an offer,
 - not be obliged to accept the items listed in the offer as an option,
 - place the order in sections or to an individual company,
 - not inform the unsuccessful tenderers about the result.
- 3.3. The Buyer shall submit the orders to the Supplier in written form. Changes or amendments to the orders are valid only if the Buyer confirms them in writing. The order shall include the exact address of the Supplier, the subject, its quality and quantity, the preferred delivery dates and other terms required by the Supplier to be able to provide correct and undisturbed service.
- 3.4. The Supplier is obliged to confirm receipt of the order to the Buyer in writing within two (2) working days after the date of the issue of the order. Otherwise, the Buyer considers that the Supplier agrees with the terms of the order and accepts the order in full, or the Buyer reserves the right to cancel the order without any liability. Cancellation of an order is considered timely if it is sent to the Supplier before the Buyer receives confirmation of the order from the Supplier.
- 3.5. Any oral agreements must be confirmed by the Buyer in writing, otherwise they shall not be valid. This also applies to all oral agreements after the conclusion of a contract, especially those that change or supplement the order or these purchasing conditions.
- 3.6. When the Supplier accepts the order, the business transaction is concluded and becomes mutually binding, the purchase conditions become an integral part of the order.

4. Delivery and acceptance of goods and services

- 4.1. The Supplier is obliged to deliver the goods or services in accordance with the provisions from the order. The goods or services are usually delivered directly to the Buyer and/or to a specific location, defined in advance unless otherwise agreed in the order.
- 4.2. The Supplier is obliged to immediately notify the Buyer of any obstacle that would cause a delay in delivery. The decisive factor for the timeliness of deliveries is the acceptance of the goods or services at the agreed location, which, unless otherwise agreed in writing, represents the registered address (registered office) of the Buyer.
- 4.3. The acceptance of the goods or services is implemented by signing the receipt document. The receipt document must show: type of goods or services, quantity, date and place of acceptance, order and receipt document number, name and surname of the Supplier's and Buyer's representative, all



written in CAPITAL LETTERS. The signed receipt document is used by the Supplier as the basis for issuing an invoice.

5. Named place of destination and passing of risk of destruction or damage

- 5.1. The goods supplied by the Supplier must comply with the applicable safety, environmental and other regulations. The Supplier shall provide the Buyer with all necessary documents relating to the goods and services (construction plans, installation and assembly instructions, instructions for use and maintenance, etc.) All documents submitted by the Supplier shall be written in Slovenian language and in other languages, if so requested by the Buyer.
- 5.2. In the case of deliveries involving installation or assembly, and in the case of services, the risk of destruction or damage passes to the customer on the day of acceptance, and in the case of other deliveries on the day of arrival at the destination.
- 5.3. The Supplier shall be liable for any damage to the goods occurred due to poor packaging. The Supplier must remove all transport, sales and service packaging at his own expense. Unless otherwise agreed, the Supplier will reimburse the Buyer for the cost of returned packaging that can be reused.
- 5.4. The Supplier shall warn the Buyer of possible production of hazardous waste related to the supplied goods and services and shall separately define the way and possible disposal options. At the request of the Buyer, the Supplier is obliged to take over the waste created during the eligible use of goods and services free of charge. If the Supplier refuses to take over such waste or if such acceptance is not possible, the Buyer shall remove the waste and the costs of the removal are borne by the Supplier.

6. Delivery period and contractual penalty

- 6.1. Unless otherwise agreed by the contracting parties, the day on which the Buyer has placed the order with the Supplier, shall be considered as the start of the delivery period. The delivery of goods and services is deemed timely if it arrives at the place of delivery agreed upon in the order in the agreed time. The delivery of goods and services is deemed timely, if the acceptance is made in accordance with the agreement included in the order (time and place of acceptance).
- 6.2. Unless otherwise agreed in the order, the Buyer is entitled to charge the Supplier a contractual penalty of 0.5% of the total value of the order for each calendar day of delay, but not more than 20% of the total value of the order. The Buyer shall retain the right to request the compensation for damages that exceed the penalty amount. The Buyer shall retain the right to the contractual penalty even if the Buyer accepts the delayed delivery. The Supplier shall pay the penalty within 30 days. The Supplier waives the reduction of the contractual penalty.
- 6.3. In the event of a delay, the Buyer shall have the right to withdraw from the order after the expiry of the additional delivery deadline, determined by the Buyer. In the event of the deadline being an essential component of the order, the Buyer is not obliged to determine an additional deadline for the Supplier.

7. Special provisions regarding the order execution

7.1. The Supplier must perform the undertaken work in accordance with the approved technical documentation. The work must be performed professionally correctly, in accordance with the



applicable regulations, standards and customs of the profession and using materials of previously confirmed quality by the Buyer.

- 7.2. The Supplier is obliged to deliver certificates for all installed materials to the Buyer before the start of work.
- 7.3. In order to fulfil the obligations from the contract, the Supplier may, as subcontractors, engage its external professional associates to whom the Buyer gives his consent. The Supplier is liable for the implementation of work or service as if they were fully executed by him. The Supplier is obliged to pay his subcontractors for the work performed. If he fails to do so, the Buyer is entitled to directly transfer the payment to the Supplier's subcontractors.
- 7.4. The Supplier is obliged to keep a work log of performed tasks. Upon completion of all works, the Supplier shall inform the Buyer that the works have been fully completed and invite him to inspect the works. Duties and responsibilities in relation to the fulfilment of protective measures are assumed by the Supplier himself, in addition to which he is obliged to ensure the supervision and management of his employees.

8. Payment and terms of payment

- 8.1. The price and terms of payment are agreed individually upon each order. The agreed price is final, and the Supplier shall not have the right to modify it unilaterally. Unless otherwise stipulated in the order, the price shall include the delivery and transport to the location of delivery stated in the order, including the packaging costs.
- 8.2. The invoice is sent to the Buyer immediately or no later than two (2) working days after receipt and must contain all information about the order, otherwise the Buyer may extend the payment deadline for the time of delay. The invoice must comply with the requirements of the applicable legislation; in addition, the Supplier must indicate on the invoice the order number and order information and attach a copy of the receipt document.
- 8.3. The Supplier undertakes to issue invoices in electronic form to the agreed address of the Buyer. Only exceptionally can the invoice be sent in paper form.
- 8.4. The Buyer shall have the right to refuse an invoice that is not created in line with the valid legislation or its rules, especially regarding order information or tax rules. In this case it shall be considered that the invoice has not been issued and that the payment deadline has not started to run.
- 8.5. Payment is made in accordance with the conditions specified in the order. The invoice payment deadline begins on the day when the Buyer fully accepts the goods and services and receives a properly issued invoice.
- 8.6. The Buyer shall settle its obligation by transferring the invoiced amount to the supplier's transaction account or by offsetting (compensation).

9. Quality, complaint and warranty

9.1. The quality and quantity of the goods delivered shall be determined by the contracting parties at the place of delivery. The quality and quantity of the delivered goods are determined by the contracting parties with the receipt document.



- 9.2. The Supplier guarantees that the delivered goods meet the specified requirements and do not contain defects that would reduce its value or usability.
- 9.3. For any non-compliance in the delivered goods, the Buyer will submit a complaint to the Supplier in writing (as an e-mail or complaint report) no later than 8 days after the acceptance of the goods.
- 9.4. The Buyer shall notify the Supplier about concealed faults (hereinafter: "fault") immediately after he discovers them and no later than 6 months after the acceptance. The notification of the fault shall include a description of the fault and a demand addressed to the Supplier to rectify the fault.
- 9.5. The Supplier shall send a written response to the Buyer regarding the complaint or a notification of the fault within two (2) working days from the date of the receipt of the complaint or the notification of the fault.
- 9.6. The Supplier is obliged to settle the complaint or repair the fault within a reasonable deadline defined by the Buyer. If the Supplier fails to repair the fault within a reasonable deadline, he shall supply new/replacement goods or services at his own expense.
- 9.7. The Buyer is entitled to withhold payment until the faults are corrected. During the warranty period, the Buyer may withhold payment of up to 10% of the value of the order without interest as a guarantee for warranty claims. If the payment is made in full, this does not mean that the Buyer acknowledges the correctness of the delivery nor he waives the warranty or guarantee rights.
- 9.8. If the Supplier does not eliminate the complaint or repair the fault, the Buyer shall retain the right to:
 - withdraw from the contract in whole or in part without compensation,
 - request price reduction,
 - repair the fault by himself, buy new goods and services or entrust the supply to a third person at the expense of the Supplier,
 - claim compensation instead of supplying the goods or services.
- 9.9. The Supplier bears the costs and risk of damage and destruction for the return of the faulty goods.
- 9.10. The Buyer is not obliged to pay for the goods or services that are subject to complaint.
- 9.11. Consequences of disturbances that occur in the business process due to poor quality of the shipment, quantity or another defect is borne by the Supplier. The costs are calculated individually for each case.
- 9.12. The Supplier must immediately inform the Buyer of any defect in the goods which he is aware of, with the aim of limiting any subsequent harmful consequences. The Supplier must, at his own expense, provide the Buyer with a defence in all legal proceedings relating to the delivered goods that third parties may bring against the Buyer, and reimburse him for all costs and damages incurred by the Buyer.
- 9.13. All forms of complaints, the existence of factual and legal errors are resolved in accordance with the provisions of the Obligations Code.
- 9.14. Unless otherwise agreed, the Supplier shall issue a twelve (12) month warranty for goods and services. In the event of a complaint, the warranty period begins to run again after the fault has been rectified.



- 9.15. The Supplier undertakes to provide assistance to the Buyer in the event of litigation concerning the goods supplied and to provide him immediately with the name of the manufacturer, importer, subcontractor or subcontractor involved in the performance of the contract and with all necessary information to defend against claims arising from the product warranty, and all necessary documentation related to the delivered goods.
- 9.16. The Supplier shall be obliged to provide the Buyer with the spare parts for the supplied goods for at least ten (10) years after delivery.
- 9.17. If the Supplier intends to stop the production of spare parts for the delivered goods, he must inform the Buyer immediately or no later than 6 months before the cessation of production.

10. Special hardware and software provisions

- 10.1. Unless otherwise agreed, hardware and software are considered one unit.
- 10.2. Software designed specifically for the Buyer is considered accepted if, in accordance with the specification, it has operated satisfactorily and without defects for at least four weeks during trial operation. In case of doubt, this period shall run from the date of commercial use of the software by the Buyer.
- 10.3. Under warranty obligations, the Supplier is obliged to ensure the Buyer free-of-charge access to all versions of the software containing corrections (i.e. "updates"). In addition, the Supplier shall commit to provide the Buyer with at least five (5) years of maintenance service for the supplied software in line with the prevailing market conditions.
- 10.4. Unless otherwise agreed, the Supplier must hand over the source code on an appropriate electronic medium (DVD, etc.) to the Buyer for the delivered software at the latest upon handover. The Supplier must also provide the Buyer with all system passwords and all other necessary instructions (instructions for use, content and structure of the data carrier, program and data flow plan, testing procedures, testing programs, error handling, etc.) that the Buyer needs for smooth software management.
- 10.5. By handing over the source code, the copyrights on the software are transferred to the Buyer so that the Buyer can use the software indefinitely in modified or unaltered form, reproduce, modify or use and exploit it in any other way without the need for any consent from the Supplier or without having to pay any additional compensation to the Supplier.
- 10.6. The Buyer shall obtain the software copyrights for the entire world for the period defined by the legislation of the Republic of Slovenia concerning the copyright and in unlimited scope. All payments for material copyrights are presumed to be already included in the contractual payments.
- 10.7. The Buyer shall have the right to transfer software copyrights forward whether in return for payment or free of charge without the Supplier's consent.
- 10.8. If the Supplier develops the software based on software from other producers (e.g. Microsoft, IBM, Oracle, etc.), the Supplier shall ensure that the Buyer is entitled to modify the developed software; however; the Supplier shall not be obliged to submit the original code for the software made by these other producers.



10.9. By accepting the order, the Supplier agrees to be aware of the Buyer's activity and is aware that the Buyer is subject to constant supervision by auditors, the Insurance Supervision Agency (ISA), the Croatian Financial Services Supervisory Agency (HANFA) and other competent supervisory authorities and agrees to enable a possible audit of the ordered services.

11. Intellectual property protection and disclosure of confidential information

- 11.1. With the completed payment, the Supplier transfers all his material copyrights to the Buyer once and for all and for all cases. The transferred rights include the Buyer's right to use the product, publish and distribute it in an electronic, printed or any other form and to use it in any other way. The author shall separately transfer to the Buyer the material copyright for processing the product in such a way that the Buyer is allowed to supplement it or modify it by using new or modified data and that he is allowed to use the product or its parts according to his own judgement. The author shall guarantee that he has the right to transfer material copyrights to the Buyer in the way and scope defined under this item, otherwise he shall be held responsible for all incurred loss.
- 11.2. Materials, samples, etc. the Buyer makes available to the author for the purpose of the execution of the order, shall remain in the ownership of the Buyer and shall be stored, marked and managed separately. The costs associated with this as well as the risk of destruction or damage of the material shall be borne by the author. The materials may only be used to carry out the order. The reserved right of the author on the materials is excluded.
- 11.3. The Supplier warrants that the supplies, use of the goods, the services of its suppliers, the patents and copyrights of the Buyer which submitted the documentation will not be infringed. The Supplier also undertakes to treat the orders and the work necessary for the execution as a business secret, as well as to reimburse the Buyer for any damage that would occur due to non-compliance with this provision.
- 11.4. By accepting the order, the Supplier agrees to accept the undertaking not to disclose business information, data and business secrets (hereinafter: confidential data) to unauthorised third parties as well as unauthorised employees of the Supplier who have no direct interest or participate in the processing of confidential data (hereinafter: unauthorised persons). The purpose of the contracting parties is to prevent significant damage that could occur to the Buyer in the event of disclosure of confidential information to unauthorised persons.
- 11.5. The Supplier and the Buyer undertake to maintain the confidentiality of the confidential information they obtain from each other on a permanent basis and undertake not to disclose it to unauthorised persons or to use it in any way other than to carry out the order and to protect it by the degree of diligence they apply to their own confidential information, which is similar in nature to the order. The Supplier and the Buyer shall limit access to confidential information only to those involved in carrying out the order.
- 11.6. Confidential information may only be used for the purposes of the business cooperation for which it has been obtained.
- 11.7. Confidential information which has the nature of a business secret or constitutes any secret or confidential information is any information (e.g. information, technical data, drafts, sketches, pictures, specifications, standards, instructions for use, constructions, reports, forms, processes, information, lists, patents, trademarks, trade secrets, computer programs, software, databases and software documentation, confidential business data containing information, knowledge, data of a



financial, pricing or marketing nature relating to contractual business operations disclosing confidential information) provided in any form and manner: orally or in writing: encoded, graphically or in another tangible form, including any electronic, magnetic or optical form, materialised in the form of documents, software, promotional and presentation material, equipment and pilot projects, and dematerialised when presented orally and identified as confidential.

- 11.8. Confidential information does not include information that is publicly available. The request for protection of confidential data from these general purchasing conditions ceases on the day when they or part of this data becomes public.
- 11.9. The Supplier and Buyer undertake to protect the confidential information obtained within this business cooperation as a diligent manager and shall ensure that their employees involved in the business cooperation are aware of the provisions of these general purchasing conditions so that they will protect the information provided and will know about its confidentiality. The provisions of these general purchasing conditions are also binding for them.
- 11.10. The Supplier and the Buyer are aware that any breach of the provisions of this section may cause irreparable loss to the other party. Therefore, the party who remains committed to this agreement has the right to seek judicial protection, whereby it requests from the other party to immediately cease any potential or actual breach of these general purchasing conditions. In addition, a party who violates the provisions of this chapter shall be obliged to pay the other party compensation for any material and non-material damage resulting from its prohibited conduct and to reimburse all unjustly obtained benefits.
- 11.11. The obligation to protect confidential information does not cease if the Supplier or the Buyer withdraw from the business cooperation. In case this business cooperation is terminated, the Supplier and the Buyer shall immediately return all documentation and data to one another.

12. Processing of personal data

- 12.1. The contracting parties undertake to fully comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free circulation of such data and repealing Directive 95/46/ES (hereinafter: GDPR) and the applicable provisions of the Personal Data Protection Act, regardless of whether they will become acquainted with personal data in the direct provision of services at the controller's or processor's location, in supervising the implementation of contract provisions, through written documentation or in any other way.
- 12.2. If the need for personal data processing arises during the execution of orders, the contractual parties shall conclude a relevant contract on personal data processing prior to the first processing. The processor shall not be allowed to start the processing before the signing of the contract on personal data protection.

13. Health and safety at work

13.1. The Supplier guarantees that in carrying out the works from the order it will act in accordance with the provisions of the Occupational Safety and Health Act (ZVZD-1, Official Gazette of the Republic of Slovenia, No. 43/2011) and will take into account all special hazards and requirements performing the work based on the contract.



- 13.2. In order to ensure compliance with the provisions from the ZVZD-1, contracting parties shall be obliged to:
 - carry out and organise work at the joint site in accordance with the applicable legislation in the field of safety and health at work and with this contract so as to ensure the safety and health of its employees and the safety and health of employees of other employers, visitors and other persons at the site;
 - observe the fire regulations, the extract from the fire regulations, the rescue plan, the valid house rules and all instructions for the safe work of the Buyer;
 - ensure that the Supplier's employees are covered by health and disability insurance, professionally trained, medically fit and trained in health safety and fire safety, and use the prescribed work and appropriate protective equipment;
 - ensure that all work equipment used at the joint site is properly inspected and flawless, as evidenced by appropriate certificates from the contracting parties and accompanied by instructions for safe work;
 - adequately secure and mark the work site where the Supplier will carry out the work and prevent access to the unauthorised persons in the event of danger of injury and health damage;
 - store or use hazardous and harmful substances at the worksite only in the necessary amounts and in accordance with safety data sheets for individual hazardous substances;
 - make sure that the escape routes always allow free passage of persons and vehicles;
 - inform his employees about the necessary safety measures and requirements mentioned in this article.
- 13.3. The Supplier hereby states that all his employees underwent a medical examination and health and safety at work training and fire protection training. In addition, all his employees were informed about the safety statement with risk assessment, instructions for safe work and were informed about the hazards occurring within the scope of their work.
- 13.4. The Supplier undertakes to implement all safety measures in accordance with the regulations and to provide his employees with appropriate protective equipment in line with the type of works they are implementing.
- 13.5. The responsible person of the Supplier undertakes to ensure constant supervision over the implementation of safety measures for all his workers on the site.
- 13.6. The Supplier shall not be allowed to arbitrarily use the material, devices or machines that are owned by the Buyer or anyone else. The Buyer shall not use the Supplier's work material.
- 13.7. Smoking or the use of an open fire at the worksite is forbidden.
- 13.8. The responsible person of the Buyer or the responsible person of the Supplier shall retain the right to stop the works on the joint worksite if he finds that other contractors do not observe the prescribed, agreed or necessary safety regulations which might jeopardise safety and health of the employees, visitors and other persons at the worksite or in the Buyer's facilities, or, which might cause material damage to the facility or devices.
- 13.9. The costs of stopping the work shall be borne by the person who caused the stopping of the work due to non-compliance with safety regulations. Work can only continue once all security measures have been taken.



14. Reporting obligation

- 14.1. The Supplier undertakes to notify the Buyer in writing about any status amendments status as soon as it is possible.
- 14.2. The contracting parties undertake to inform each other of the possibility of initiating bankruptcy proceedings as soon as the likelihood of initiating such proceedings is established.
- 14.3. In the event of a suspicion of insolvency, the contracting party has the right to request information from the other party about the danger of initiating bankruptcy proceedings or about difficulties in doing business due to insolvency.
- 14.4. If the Supplier is a sole proprietor, he / she undertakes to notify the Buyer immediately by means of a registered letter if he/she obtains at least 80 % of his/her annual income from the Buyer and does not employ other people.

15. Exclusivity

- 15.1. Due to the scope of business and specific knowledge that the Buyer brings to the joint development, the contracting parties agree that the Supplier may not provide the same services as to the Buyer for other companies engaged in the same or similar activity as the Buyer.
- 15.2. Contracting parties shall specifically define exclusivity in the order.

16. Anti-corruption clause

- 16.1. The Buyer and the Supplier agree that at any stage of the conclusion or execution of the contract, no contracting party has and will not offer, give or promise any illicit benefit to any employee and member of the management or supervisory bodies of the counterparty, in exchange for:
 - acquiring business, or
 - concluding a transaction on more favourable conditions, or
 - omit due supervision of the implementation of a contract, or
 - other conduct or omission which has or may have caused damage to the counterparty or made it possible to obtain undue advantage to any employee and member of the management or supervisory bodies of the counterparty.
- 16.2. In case of infringement or attempt of infringement of this clause, the already concluded contract shall be void. In case that the contract has not yet been applied, it shall be deemed that the contract was not concluded, or the order was not issued.

17. Conflict of interest management

- 17.1. A conflict of interest on the part of each party represents any private interest of senior employees or employees involved in the implementation of this contract or the private interest of close family members of these employees, which could adversely affect the prudent, economical, fair and efficient performance of this or subordinates.
- 17.2. The parties declare there are no circumstances related to this contract that constitute or could constitute a conflict of interest.



- 17.3. Each party shall immediately notify the other of any perceived conflict of interest during the term of this contract.
- 17.4. The parties undertake to take all necessary measures to manage the risks that may arise from any conflict of interest, primarily, but not exclusively, by:
 - the exclusion of persons with a conflict of interest from all further proceedings related to the performance of the subject matter of the contract or other measures that reasonably prevent such persons from influencing the performance of the contract;
 - implementing supervision procedures over the actions of persons involved in a conflict of interest;
 - by engaging another person to verify and approve on an ongoing basis all actions performed by a person with a conflict of interest in connection with the performance of the contract.
- 17.5. Each party is responsible for implementing measures relating to persons acting on such party's behalf and/or for their account. The measures taken need to be communicated to other parties. If any party cannot implement the necessary measures without the involvement of the other, the parties shall reach an agreement regarding the implementation of such measures.
- 17.6. The contracting parties undertake to protect as confidential under applicable law all data and information obtained in connection with the declaration of a conflict of interest, and to process any personal data in accordance with applicable regulations in the field of personal data protection.

18. Final provisions

- 18.1. The legal transactions, concluded in accordance with these purchase conditions are subject to the jurisdiction of the Republic of Slovenia, unless otherwise agreed.
- 18.2. Any disputes arising between contracting parties shall be settled by agreement and in the interest of permanent cooperation. If no agreement is reached, the parties agree that the court with substantive jurisdiction in Maribor has jurisdiction to resolve disputes.
- 18.3. In the case of concluding an order at the level of the Sava Insurance Group, the purchase conditions apply to each company separately, which is stated in the order or the terms of purchase agreed with the order apply.
- 18.4. All matters that are not defined by these purchase conditions, are subject to the provisions of the valid Obligations Code (OZ), Value Added Tax Act and provisions of other relevant acts.
- 18.5. The Supplier is informed and agrees that the data shall be processed in the Buyer's computer system.
- 18.6. The purchase conditions are valid for an indefinite period and apply to all orders submitted from 18 / 5 / 2020 on.
- 18.7. The purchase conditions are published on the websites of Sava Insurance Company d.d. <u>www.zav-sava.si</u> and Sava Insurance Company d.d. Croatia subsidiary <u>www.sava-osiguranje.hr.</u>

Maribor, 12 / 5 / 2020