
TERMS & CONDITIONS

A) **DEFINITIONS AND INTERPRETATION:**

- a) "Agreement" is a written document for the rent, sale and purchase of the Goods. The Agreement shall incorporate by reference the Conditions into the document.
- b) "Buyer" means the person or entity intending to purchase Goods from the Seller.
- c) "Conditions" are the standard terms and conditions for the lease/sale/purchase of the Goods.
- d) "Contract" is a written document for the rent, sale and purchase of the Goods. The Contract shall incorporate by reference the Conditions into the document.
- e) "Incoterms" are the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the day when the Contract or Agreement or Equipment Loan Agreement is executed.
- f) "Goods" refers to those items of property identified in the Contract or Agreement or Equipment Loan Agreement and sold to Buyer by Seller and/or rented to Lessee by Lessor.
- g) "Equipment Loan Agreement (ELA) " means the contract between Lessor (Aviotools) and the Lessee for the rental of the Goods.
- h) "Lead-Time" is the period of time (in Working Business Days) presented in the Price Quote necessary to prepare the goods for collection by the Buyer. It commences from the date the Seller provides an Order Acknowledgement to the buyer or the date the payment is received from the buyer when the Seller presents a Proforma Invoice or Invoice. Working Business Days include Monday through Friday excluding Croatian Holidays.
- i) "Lessee" means the person or entity intending to lease/rent Goods from the Lessor.
- j) "Lessor" is Aviotools d.o.o. (referred to as either Lessor or "AvioTools").
- k) "Loan Order" means the Lessee's order for the Goods, as set out in the Lessee's loan order form or the Lessee's written acceptance of Lessor's quotation, as the case may be.
- l) "Seller" is Aviotools d.o.o. (referred to as either Seller or "AvioTools").
- m) "Price Quote" is the price quotation from Seller/Lessor for the sale or rent of the Goods to the Buyer/Lessee.
- n) "Rental Payment(s)" means the payment(s) made by or on behalf of the Lessee for the hire of the Goods and as set out in the Loan order.
- o) "Rental Period" means the period of the Goods is loaned.

B) **SALE.**

1. BASIS OF THE SALE

- a) Seller shall sell and Buyer shall purchase the Goods in accordance with:
 - i) any PO issued by Buyer that is accepted by Seller; or
 - ii) any Price Quote issued by Seller that is accepted by Buyer.

- b) Any change to the Goods as directed by Buyer, shall be written, supersede any contrary provision in the PO or Price Quote, be executed by both Seller and Buyer and include the following items:
- i) a detailed description of the change;
 - ii) its Price;
 - iii) the time the Price is to be paid; and
 - iv) the revised delivery date of the Goods (if necessary).
- c) If provisions of documents, PO's/Price Quote's or other written correspondence (that are initiated by either Buyer or Seller) relating to the sale/purchase of the Goods contradict one another, the Conditions shall govern and supersede those contradictory provisions of all other documents, PO's/Price Quote's or other written correspondence unless the parties specifically and in writing agree otherwise.
- d) In executing a Contract, Buyer acknowledges, agrees and confirms that:
- i) it is not relying upon any representations or warranties concerning the Goods not written in the Contract or the Conditions; and
 - ii) it has satisfied itself as to the fitness for the particular purpose of the Goods.
- e) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Seller shall be subject to correction without any liability on the part of Seller.
2. PRICE QUOTATIONS, PURCHASE ORDERS, CANCELLATIONS AND RETURNS.
- a) The quantity, quality and description of the Goods and any specification for the Goods shall be those set out in Seller's Price Quote (if accepted by Buyer) or Buyer's Purchase Order (PO) (if accepted by Seller).
- b) Buyer shall be responsible to Seller for ensuring the accuracy of the terms of each PO and Price Quote (including any applicable specifications) and for giving Seller any necessary information relating to the Goods within a sufficient time to enable Seller to perform the Contract in accordance with its terms and conditions.
- c) No PO that has been accepted by Seller (via electronic delivery of either a pro-forma invoice or order acknowledgement from Seller), may be cancelled by Buyer except at Seller's sole and absolute discretion. If Seller agrees to cancel such a PO, Buyer shall pay Seller a restocking fee determined on a case-by-case basis as a percentage of the sales price.
- d) Returns are subject to case-by-case basis and will be agreed separately between Seller and Buyer.

3. SHIP POINT, DELIVERY, TITLE AND RISK OF LOSS.
 - a) Each line item under your order will ship from the global region presented on your quotation.
 - b) All product deliveries follow Incoterms rule "Ex Works - EXW" - whereby Buyer bears all risk of transport of goods to their final destination unless otherwise agreed to by Seller and Buyer at time of order placement, in writing, presented on the Seller's Order Acknowledgement/Proforma Invoice/Invoice. Seller shall assist buyer in the coordination of shipment of the Goods to the destination presented on the Buyer's Purchase Order.
 - c) In addition to the Price, Buyer shall be responsible for all costs of transportation, clearance, transit and other freight (collectively "Freight") from Seller's designated place of availability and issues including export and foreign country import compliance matters involving the Goods.
 - d) Notwithstanding any provision in the Contract or Conditions to the contrary, the delivery lead time of the Goods presented in the Price Quote by Seller is Seller's best estimate at the time the PO is accepted by Seller and may be delayed for events and/or circumstances beyond its reasonable control such as (but not limited to), manufacturer delays and those described or listed in Force Majeure at Condition 10. Seller is not liable for any fees / charges incurred or assessed by the buyer for any goods whether ultimately delivered or not delivered.
 - e) Title to the Goods and risk of loss shall pass from Seller to Buyer when the Goods are loaded by the common carrier for shipment to Buyer's Facility. The physical loading of the Goods by the common carrier shall constitute Seller's "delivery" of the Goods to Buyer. This transaction constitutes a sale "FOB selling point" and/or ExWorks.
4. PURCHASE PRICE OF THE GOODS.
 - a) The purchase price of the Goods (the "Price") shall be that quoted to Buyer in EURO ("EUR") at the date of acceptance of the PO or Price Quote, subject to Condition 4(b). The Price shall not include Freight. All Prices quoted by Seller are valid for 5 days only or until earlier acceptance by Buyer, after which time they may not be altered by Seller without giving notice to Buyer.
 - b) Seller reserves the right, by giving 1 day notice to Buyer at any time before delivery of the Goods, to increase the Price of the Goods to reflect any increase in the cost to Seller that is due to any factor beyond the control of Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, significant increase in the costs of labour, materials or other costs of manufacture) quantities or specifications for the Goods which is requested by Buyer, or any delay caused by any instructions of Buyer or failure of Buyer to give Seller adequate information or instructions.
 - c) Buyer agrees to defend, indemnify and hold harmless Seller (now and later) from any sales, use, value added tax, customs clearance, duties, country specific fees or tax obligations arising from the Contract and the sale/purchase of Goods. In addition, applicable taxes may be added by Seller should the country or transit destination of the Goods be amended prior to shipment and billing.

5. PAYMENT TERMS.

- a) Subject to Condition 5(b) and any special terms agreed to by Buyer and Seller, Buyer shall pay the Price in certified funds or by wire transfer not more than five (5) days after delivery of the Goods to Buyer's Facility.
- b) Seller reserves the right to require payment in full for the Goods in advance of delivery to Buyer. Seller shall retain an unsecured security interest in the Goods sold to Buyer until the Price is paid in full to Seller.
- c) Seller shall charge Buyer a fee for use of the credit card equal EUR 30.00. The entirety of any amount over EUR 5,000.00 is subject to a 3% convenience fee.
- d) Seller reserves the right on all past due balances to invoice a 2% per month finance charge.
- e) Buyer is responsible for any and all remittance fees from banks or other methods. A EUR 30.00 fee will be included on each invoice to cover said charges. Buyer may waive this fee if they are certain no fees will be incurred by Seller in regards to Buyer's invoice. However, if fees are incurred, Seller will require payment of these fees prior to delivery.

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6. EXPORT TERMS.

- a) Unless the context clearly requires otherwise, any term or expression that is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in the Conditions. If there is any contradiction between the provisions of Incoterms and the Conditions, the latter shall govern.
- b) Where the Goods are supplied for export from the European Union, the provisions in Condition 7 shall apply (subject to any special terms agreed upon otherwise by Buyer and Seller) notwithstanding any other provision of the Conditions.
- c) Buyer shall be responsible for complying with any legislation, regulations or law governing the importation of the Goods into the country of destination and for the payment of any Freight and customs, duties, levies and/or taxes upon the Goods.
- d) Unless otherwise agreed upon by Buyer and Seller, the Goods shall be shipped Ex Works.

7. INSOLVENCY OF BUYER.

- a) This Condition applies if:
 - i) Buyer makes a composition or any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or a moratorium comes into force in respect of Buyer;

- ii) a secured creditor takes possession, or a receiver is appointed, of any of the property or assets of Buyer;
 - iii) Buyer ceases, or threatens to cease, to carry on business;
 - iv) Buyer has any judgment entered against it; or
 - v) Seller reasonably presumes that any of the events mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly.
- b) If Condition 7(a) applies, then, without prejudice to any other right or remedy granted or otherwise available to Seller by the Contract, Conditions or by applicable governing law, Seller shall be entitled to cancel the Contract or suspend any further deliveries of Goods under the Contract without any liability to Buyer. If the Goods have been delivered but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. If any of the Goods have not yet been delivered, Seller may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to Buyer for the excess over the Price under the Contract or charge Buyer for any shortfall below the Price of the Contract.

8. LIMITED WARRANTY AND LIABILITY.

- a) Seller shall not grant Buyer any kind of Warranty for the Goods unless otherwise is agreed between Seller and Buyer and in that case the Warranty note should be clearly stated on PO and Pro forma invoice or invoice.

SELLER'S WARRANTY IS AT ITS SOLE AND ABSOLUTE DISCRETION.

- b) Seller makes no warranty concerning Goods compliance with any local, international law, other country laws, statute, regulation, code or ordinance including (but not limited to) electrical, building or other codes or requirements (collectively the "Law"). Buyer agrees to accept full responsibility for compliance of the Goods with the Law.
- c) Seller makes no warranty concerning, and does not assume in this Agreement or any other agreement any obligation or liability in connection with, patent infringement suits brought against Buyer with respect to the Goods.
- d) The liability of Seller [or its agents, officers, shareholder, representatives or employees (regarding the Product sale and this Conditions or Contract)] shall not exceed (in the aggregate) the Price of Condition 4(a) for any claim, cost, damage, loss or expense for which it is, or may be, legally liable, whether arising in negligence or other tort, contract or otherwise.

9. FORCE MAJEURE.

- a) Seller shall not be liable to Buyer for default or delay in performing its obligations imposed by the Contract or Conditions if caused by the unavailability of the Goods due to it being sold out after the date of the Price Quote and before the date of its acceptance by Buyer, fire,

strike, riot, war, terrorism, geopolitical risks, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. Seller shall notify Buyer as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars, shall remedy such occurrence with all reasonable dispatch, and shall promptly give notice to Buyer of the cessation of such occurrence.

- b) No payment shall be made by Buyer to Seller for any expenses incurred by Seller by reason of such default or delay.

10. INTELLECTUAL PROPERTY.

- a) The copyright subsisting or which subsequently subsists in all documents, drawings, specifications, designs, programs or any other material prepared by Seller whether readable by humans or by machines shall belong to Seller absolutely and they shall not be reproduced or disclosed or used in their original or translated form by Buyer without Seller's written consent for any purpose other than that for which they were furnished.
- b) Seller accepts no responsibility for the accuracy of drawings, patterns or specifications supplied by Buyer. Buyer shall indemnify, defend and hold harmless Seller against all claims whatsoever for damages and costs and against all liability in respect of any infringement of patent or other intellectual property rights resulting from compliance with Buyer's instructions, express or implied. Buyer will also indemnify Seller against any liability in respect thereof and shall pay all costs and expenses that may be incurred by Seller in reference to any such claim. The indemnity shall extend to any amount paid on a lawyer's advice in respect of any such claim.
- c) Should Buyer request Seller to provide it with drawings for the Goods, the drawings may be provided at Seller's discretion.

11. CONFIDENTIALITY. Buyer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Buyer by Seller, its employees, agents, consultants or subcontractors and any other confidential information concerning Seller's business or its products which Buyer may obtain. Buyer shall not use such Confidential Information for any purpose other than to purchase Goods.

12. ASSIGNMENT. Seller may assign the Contract or any part of it to any individual, person or legal entity. Buyer shall not be entitled to assign the Contract or any part of it without the prior consent of Seller.

13. REMEDIES IN DEFAULT. If either Seller or Buyer defaults, the other party shall send notice to the defaulting party, describing the nature of the default and requesting that it be cured. If the default is not cured within thirty (30) days following receipt of the notice, the injured party shall possess the following options:

- a) Default by Buyer. If Buyer defaults in a duty or obligation imposed upon it by or is in violation of any provision of this Conditions or Contract, Seller may:

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- i) terminate the Agreement or Contract and recover out-of-pocket expenses incurred to the date of termination; or
 - ii) elect any other remedy granted by governing law or this Conditions/Agreement/Contract.
- b) Default by Seller. If Seller defaults in a duty or obligation imposed upon it by or is in violation of any provision of this Conditions or Contract, Buyer may:
 - i) elect any remedy granted by governing law or this Conditions/Agreement/Contract.

14. GENERAL.

- a) Any reference in the Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- b) The paragraph headings in the Conditions are for convenience and reference only and shall not affect the interpretation of the Contract.
- c) Words in the singular shall include the plural and vice versa. The use of any gender shall be applicable to all genders, unless the context clearly indicates to the contrary.
- d) Each request, demand, notice, consent or other communication under the Contract or Conditions shall be written and sent by certified mail (return receipt requested), overnight courier service or when personally served.
- e) The waiver by any party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of the Contract or Conditions.
- f) The Contract and Conditions shall be governed by the laws of Croatian law and subject to the exclusive jurisdiction of the courts of Croatia.
- g) Any provision of the Conditions found to be contrary to Croatian law or otherwise unenforceable shall not affect its remaining provisions. In such a case, it shall be interpreted as if the unenforceable provision was modified (if possible) or, otherwise, deleted from this document.
- h) The prevailing party shall be entitled to recover its out-of-pocket costs and reasonable attorney fees in the event of an uncured default of any provision of the Contract or Conditions by the other party.
- i) Survival of Representations and Warranties. Each representation and warranty made by Seller and Purchaser shall survive for one (1) year after the Goods are delivered to Buyer's Facility.
- j) Each individual executing the Contract or the Conditions has been authorized by written consent or corporate resolution to do so.

C) LOAN

1. ACCEPTANCE - Lessor shall rent and Lessee shall lease the Goods in accordance with:
 - a) any Loan Order (LO) issued by Lessee that is accepted by Lessor; or
 - b) any Price Quote issued by Lessor that is accepted by Lessee.
 - c) The Loan Order constitutes an offer by the Lessee to rent the Goods in accordance with this Conditions. The Lessee is responsible for ensuring that the terms of the Loan Order are complete and accurate.
 - d) The Loan Order shall only be deemed to be accepted when Lessor issues a written acceptance of the Loan Order, at which point the Equipment Loan Agreement (ELA) shall come into existence.
 - e) The ELA constitutes the entire agreement between the parties. The Lessee acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Lessor which is not set out in the ELA.
 - f) A quotation for the Goods given by Lessor shall not constitute an offer. A quotation shall only be valid for a period of five (5) days from its date of issue and shall be subject to availability of the Goods.
2. RENTAL PERIOD
 - a) The Rental Period shall be as set out in the Loan Order (LO) and in the ELA, unless the ELA is terminated earlier in accordance with these Conditions.
 - b) The Rental Period may be extended by mutual written agreement of both parties and the daily rate set out in the ELA shall apply to any extended Rental Period.
 - c) If the Rental Period has not been extended in accordance with clause 2 (b) and the Goods is not returned to the Lessor on the return date set out in the Loan Order and/or ELA, the Lessee will be charged at the daily rate set out in the ELA until the Goods has been returned to the Lessor.
 - d) For the avoidance of any doubt, the Rental Period shall include the date the Goods is made available for Delivery and the date the Goods is received by the Lessor at the Re-delivery Location (and cleared by Customs if applicable).
 - e) The usual working days of the warehouse is from Monday to Friday, and in case the end of the loan period falls on a weekend, public holidays, national day or any other non-working day, the Lessee agrees to pay additional daily fee if the same is requested by Lessor.

3. COLLECTION AND RE-DELIVERY LOCATION

- a) Collection Location is defined in ELA and it is up to Lessee to organize collection from Collection Location according to working hours specified in, unless is differently agreed between Lessor and Lessee.
- b) Re-delivery location is defined in ELA and it is Lessee responsibility to return the Goods to Re-delivery Location or such other address the Lessor may notify to the Lessee from time to time.
- c) Unless expressly agreed in writing between the parties, the Lessee agrees to organise and pay for all costs and charges associated with the collection of the Goods on the Commencement Date between 8am and 4pm from the Collection Location (Delivery) and the return of the Goods to the Lessor at the Re-delivery Location (Re-delivery) between 8am and 4pm on the date on which the Rental Period expires and/or ELA otherwise terminates. The usual working days of the warehouse is from Monday to Friday, and in case the end of the loan period falls on a weekend, public holidays, national day or any other non-working day, the Lessee agrees to pay additional daily fee if the same is requested by Lessor.
- d) If any costs or charges are incurred by the Lessor in connection with the Delivery and/or Re-delivery, the Lessee agrees to immediately reimburse these to the Lessor on demand.

4. RENTAL CHARGES AND PAYMENT TERMS

- a) The Lessor shall invoice the Lessee for the Rental Payment(s) in accordance with the Loan Order and/or ELA.
- b) The Lessee shall make payment upon signature date of the ELA unless otherwise is agreed between the parties.
- c) The final invoice amount will be based on the actual return date of the Goods. If the Goods is returned later than the return date specified in the Loan Order and/or ELA, the Lessee will be charged at the daily rate set out in the Loan Order and/or ELA until the Goods has been returned to the Lessor.
- d) If the Lessee fails to make any payment due to the Lessor under the Contract by the due date for payment, then, without limiting the Lessor's remedies under clause 5, the Lessee shall pay interest on the overdue amount at the rate of 2.5% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after decree. The Lessee shall pay the interest together with the overdue amount.
- e) For any Rental Period longer than thirty (30) days, the Lessor shall be entitled to invoice to the Lessee prior to the commencement of each month.
- f) Upon return of the Goods the final invoice will be prepared and submitted and will represent the outstanding charges for the total Rental Period, as well as any applicable charges.
- g) All amounts due under the ELA shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- h) Any dismantling, packaging, transportation and/or shipping charges not included in the ELA, shall be borne by the Lessee.
- i) The Lessor shall invoice the Lessee for the Additional charges such us Handling fee, Administrative fee, AOG fee, Deposit fee and similar agreed fees between the parties in accordance with the Loan Order and/or ELA.

- j) In case of a cancellation, and after signing the Agreement by the Lessee, the Lessor will charge a cancellation fee in the amount of EUR 400.00 per item priced up to EUR 1,000.00 and EUR 600.00 per item priced above EUR 1,000.00.

5. ADDITIONAL CHARGES

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- a) In addition to the Rental Payment(s) specified in the Loan Order and/or ELA, The Lessor has in the relevant circumstances the right to apply additional charges:
- i. for loss of or damage to the Goods as a result of any failure by the Lessee to comply with these Conditions and/or ELA.
 - ii. if the Goods is damaged and it can be repaired, for loss of rental income during the period the Goods is being repaired, provided such additional charges shall cease when the Goods is returned to full working order
 - iii. if the Goods is damaged and cannot be repaired (i.e. it is written off) or the Goods is lost or stolen, for loss of rental income during the period from the date the Goods damaged, lost or stolen to the date Lessor receives an amount equal to full replacement value of the Goods
 - iv. for outward delivery and/or collection of the Goods, including any dismantling, packaging, transportation and shipping charges, and
 - v. for Lessor's packaging materials if such materials are not returned to Lessor at the end of the Rental Period or on earlier termination of the ELA.

- b) The Lessor shall invoice the Lessee for any Additional Charges in accordance with clause 4 and VAT (and any other applicable taxes) shall be applied to any Additional Charges.

6. NON-RETURNS - If the Goods is not returned to the Lessor within the Rental Period the Lessor is permitted to charge the Lessee and the Lessee agrees to pay the latest market price for the Goods plus all associated purchasing costs.

7. TRANSPORT AND OPERATION - The Lessee will transport and operate and store the Goods safely and responsibly and in accordance with any relevant laws, regulations, good industry practice, the reasonable instructions of the Lessor and applicable technical manuals. The Lessee agrees that anyone operating the Goods shall have had adequate training and be competent to operate the Goods. The Lessee will keep and redeliver the Goods in good condition and not repair and/or alter the Goods without the prior written consent of the Lessor. If any Goods is damaged and/or require repair, the Lessee shall immediately bring this to the attention of the Lessor.

The Lessee agrees to identify the Goods as belonging to the Lessor at all times.

8. INSURANCE - The Lessee shall insure the Goods immediately from the time handling of the Goods to begin loading and/or loading of the Goods for Delivery commences (the "Start Time") and shall continue to insure the Goods until the Goods are delivered back to the Redelivery Location and a handover of the Goods has been completed between the Lessor and the Licensee (the "Return Time"). The Lessee agrees to maintain proper and adequate insurance for the Goods with a reputable insurer, noting the Lessor's interest in the Goods from the Start Time until the Return Time. The Lessee agrees that it has all proper and required insurances in place and will continue to maintain all proper and required insurances

for its use, transport and storage of the Goods. Should the Lessor require sight of any insurance documentation, the Lessee shall provide the same upon demand.

9. ADEQUACY OF TOOLS - The Lessee agrees that it is responsible for satisfying itself that the Goods is suitable for the required purpose at Delivery. The Lessor provides no warranty about the condition of the Goods. If Lessee does not inform Lessor in 24 hours after receipt of the tools, in any case before starting to use it, it is assumed tools are in serviceable and good working condition.
10. LOSS OR DAMAGE - The Lessee will be responsible for any loss and/or damage to the Goods beyond normal fair wear and tear during the Rental Period. If the Goods are lost, stolen or damaged beyond economical repair (whereas economical repair limit is considered to be any repair with cost up to 100% of the latest market price of the Goods) the Lessee will pay the latest market price for the Goods plus all associated purchasing costs to the Lessor upon demand. If the damage is within repair limit then the Lessee will pay the Lessor upon demand for any repair and associated costs borne by the Lessor in repairing the Goods.
11. INDEMNIFICATION AND LIABILITIES - The Lessee shall indemnify and hold harmless the Lessor, its officers, directors, employees and subcontractors from and against any damages, costs and expenses, including consequential damages, and any third-party claims resulting out of or in connection with the loan of the Goods, in each case arising as a result of, or in connection with utilization of the Goods under these Conditions and/or ELA.
12. SUBLEASE AND TRANSFER OF RIGHTS - The Lessee is not allowed to loan and/or otherwise make available the Goods to any third party, unless previously agreed and confirmed in writing by Lessor. The Lessee shall not assign, delegate, sub-contract or transfer any of its rights or responsibilities under these Conditions and/or ELA.
13. TERMINATION - Either party may immediately terminate this agreement if the other party commits a material breach of these Conditions and/or ELA.; and/or becomes insolvent and/or ceases to carry on business. On termination of these Conditions and/or ELA for any reason (including but not limited to the expiry of the Rental Period), the Lessee shall immediately deliver the Goods to the Re-delivery Location and all amounts owing from the Lessee to the Lessor shall become immediately payable. Any clause which expressly or by implication survives termination shall continue.
14. TAXES AND FEES - VAT shall be charged on any applicable amounts at the then prevailing rate. Each party will be responsible to pay other local taxes and fees as may become required at its own place of residence.
15. GENERAL - The ELA constitutes the entire agreement and no variation shall be effective unless it is in Page writing and authorised by both parties. All notices to be given to Lessor under each Operative Document will be in English. these Conditions and/or ELA shall be governed by Croatian law and subject to the exclusive jurisdiction of the courts of Croatia.

Lessee agrees that lessor may use the name, logos and trademarks in connection with its internet website and other marketing materials to identify the lessee as a customer.