

# **General Terms and Conditions – Ador d.o.o.**

## **1. Application of General Terms and Conditions**

1.1. These General Terms and Conditions of Business of Ador d.o.o. (hereinafter: General Terms) apply to all legal relationships and legal transactions arising between the Client and Ador d.o.o. (hereinafter: Ador) as the contractor in the performance of website and/or web application development services.

1.2. In the event of a separate agreement existing whose contractual provisions conflict with the provisions set out in these General Terms, the provisions of that agreement shall take precedence.

## **2. Subject Matter of the General Terms**

2.1. These General Terms regulate the process of entering into a contract for the development of a website and/or web application, the obligations of Ador d.o.o. and the obligations of the Client, the method and conditions of payment, and the liability of the parties.

## **3. Conclusion of Contract**

3.1. The contract is deemed concluded at the moment the Client accepts the offer (cost estimate) with a description of functionalities.

### **3.2. Offer**

3.2.1. Ador's offer includes a cost estimate and a description of functionalities (project brief), as well as the deadline(s) for completing specific tasks. The offer covers the services/activities listed in the cost estimate and the functionalities set out in the functional specification.

3.2.2. The offer also includes a list of materials (photographs, texts, prices, video material, etc.) that the Client is required to provide to Ador, as well as the deadline by which the Client must deliver the requested materials. This deadline shall be considered an essential element of the contract.

3.3. The Client acknowledges that Ador has reserved its capacity for the ordered work. The parties agree that if the Client fails to fulfil its obligation under clause 3.2.2. of these General Terms within the stipulated deadline, the contract shall be terminated due to the Client's fault.

3.3.1. In the event of termination of the contract pursuant to clause 3.3., Ador shall be entitled to retain 20% of the advance payment received as a contractual penalty.

### **3.4. Materials for Publication**

3.4.1. Unless otherwise agreed between the parties, the Client is required to provide photo, video and written materials for publication. The Client bears sole criminal and material liability for the content of the submitted and published materials.

## **4. Design of the Website / Web Application**

4.1. Based on the Client's instructions, Ador will prepare a design proposal for the website/application and deliver it to the Client within the deadline specified in the offer.

4.2. The Client is required to submit written comments on the design or proposed design changes within 10 days. If the Client does not submit written objections within the specified period, they shall be deemed to have approved (accepted) the proposed design with no objections.

4.2.1. If the Client submits comments/proposed design changes, Ador will prepare a second version (first revision) of the design and deliver it to the Client.

4.2.2. The first design revision is included in the price and covered by the offer; Ador will not charge for it separately.

4.2.3. The Client is required to indicate within 8 days whether they accept the proposed revision. If no written response is received, the Client shall be deemed to have accepted the proposed website/application design.

4.3. If the Client requests a second or any further design revision, Ador will deliver an offer/cost estimate for the new design within 8 days. The Client must then indicate within a further 8 days whether they accept the offer for the design revision. If the Client does not confirm acceptance of the offer, they shall be deemed to have withdrawn the request for revision, and the proposed design shall be considered accepted.

## **5. Delivery of Work**

5.1. Upon completion of the work, Ador delivers the finished project to the Client in a test phase, at a test address. The Client is required to review the project/subject of the contract and approve it in writing within the deadline specified in the offer. If the Client raises no objections within the deadline set out in the offer, they shall be deemed to have no objections to the completed website/application.

5.2. Following the Client's approval, or upon expiry of the deadline referred to in clause 5.1. of the General Terms, Ador will publish the website/application online and notify the Client accordingly.

5.3. The Client may report any deficiencies in the functioning of the website/application to Ador within 15 days of Ador's notification referred to in the preceding clause. Ador will remedy identified deficiencies within a reasonable time. Remedying deficiencies in accordance with this clause is included in the project development price.

5.4. Any deficiencies reported by the Client to Ador after the expiry of the deadline referred to in clause 5.3. of these General Terms shall be remedied by Ador only after the Client accepts Ador's offer/cost estimate for their rectification. Ador is entitled to charge for such deficiencies separately in accordance with the offer.

## **6. Liability for Damages**

6.1. Ador's liability for demonstrable damage arising from a delay in completing the project is limited to a maximum of 20% of the agreed project value.

6.1.1. In any case, Ador is liable to the Client only for actual damage, while any liability for lost profit is excluded. Ador is liable only for damage resulting from a programming error or data corruption that occurs within 30 days of the website or application going online.

6.2. The provisions of clause 6.1. regarding limitation or exclusion of liability shall not apply if the damage was caused by Ador intentionally or through gross negligence.

## **7. Communication Between the Parties**

7.1. Communication between the Client and Ador shall be conducted in writing via email exchange between the persons designated in the offer. The parties are required to notify each other of any change in the persons responsible for communication, through the persons designated in the offer or through persons authorised to represent them. The other party is not obliged to act on instructions issued by a person not designated as a contact person in accordance with this provision of the General Terms.

7.2. Any deviation from the terms set out in the offer shall be considered agreed only if confirmed by both parties through an email exchange between the persons referred to in clause 7.1. of the General Terms.

## **8. Project Phases and Payment Due Dates**

8.1. The first phase begins with negotiations between Ador and the Client and ends with the Client's acceptance of the offer. At the time of acceptance, Ador will issue an advance payment invoice.

8.1.1. The advance payment amount may range from 25% to 50% of the estimated value of the work. The exact advance amount is determined as part of the first-phase negotiations between Ador and the Client.

8.2. The second phase begins with the Client's delivery of materials for publication on the website or application and ends with the Client's acceptance of the proposed design, in accordance with clause 4.2. of these General Terms. Following design acceptance pursuant to clauses 4.2. or 4.2.3., Ador will issue an invoice to the Client.

8.2.1. If the Client already has a completed design solution that complies with professional standards and best practices — as assessed by Ador — the Client is only required to deliver materials for publication on the website or application, after which the project proceeds directly to the third phase without an invoice being issued for the second phase.

8.3. The third phase begins with delivery of the project to the Client in a test phase and ends with the Client's approval or the expiry of the deadline referred to in clause 5.2. of the General Terms. Upon delivery of the project in the test phase, Ador will issue the Client a cancellation invoice for the advance payment and a final invoice for the work completed up to and including that phase.

8.4. The fourth phase begins with the publication of the completed application/website online and ends upon expiry of the deadline specified in clause 5.3. of these General Terms.

8.5. Invoices issued by Ador are due within 14 days. The payment deadline is considered an essential element of the contract, and Ador may suspend further work on the project until the invoice has been paid.

8.6. In the event of termination of the contract due to the Client's fault, Ador is entitled to charge for all completed project phases.

8.7. For more extensive and/or complex projects, Ador may, in agreement with the Client, define additional project phases and/or payment milestones. Such an agreement must be in written form as defined in clause 7.1. of these General Terms.

## **9. Dispute Resolution**

9.1. The parties shall attempt to resolve any disputes arising from this contract amicably.

9.2. Should the parties fail to resolve a dispute amicably, they agree that the competent court in Zagreb shall have territorial jurisdiction.

## **10. Publication of General Terms**

10.1. These General Terms and Conditions of Business were published on the website of Ador d.o.o. on 14 November 2016 and apply to all legal relationships arising after that date.