

Address: Neubergerjeva 3, 1000 Ljubljana, Slovenia Telephone number: +386 31 345 400 E-mail: andrej.kregar@kreatif-design.com  
Website: www.kreatif-design.com Tax ID number: SI60492546 Company registration number: 7018347000 Date of company  
registration: 23.02.2016 Serial No. of company entry in the company register: 2016/7726 Business bank account: SI56 0201  
2026 1868 343 Bank: Nova ljubljanska banka d.d. Bank address: Trg republike 2, 1000 Ljubljana SWIFT code: LJBAS12X

# **TERMS OF SERVICE**

## **Kreatif Design Ltd**

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## GENERAL

General Terms & Conditions of Kreatif d.o.o. apply to all services that our company performs. Kreatif d.o.o. is hereinafter referred to as the "Contractor". "Client" may be a legal or natural person, who requests an offer or orders the execution of services by the Contractor.

General terms and conditions of the company Kreatif d.o.o. apply to all services that the company implements for the Client, from the time a request for an offer of the Contractor's services is made by the Client until both Client and Contractor fulfil their contractual obligations. All conditions apply even if they are not explicitly confirmed by the Client. Only if the Client explicitly rejects one or several clauses, are the changed terms of business with the Client agreed upon in writing.

General Terms & Conditions of Kreatif d.o.o. are valid from the date of acceptance and prevail over all other general business conditions, unless there is a different written agreement between the Contractor and the Client.

By requesting an offer for the Contractor's services, the Client commits to being the owner or legal representative of the company they represent or the natural person they represent.

## SERVICES

Design services provided by Kreatif d.o.o. for Clients

- 1) Preparatory phase of the project; a snapshot of the existing situation and an examination of construction possibilities
- 2) Creation of the following project documentation with the legally required content:
  - Conceptual Design
  - Design and Planning phase
  - Project for obtaining a building permit
  - Project for implementation
  - Project of performed works
- 3) Project management
- 4) Obtaining documentation (conditions, approvals and building permits)
- 5) Creating an interior design for the building
- 6) Construction project supervision
- 7) Commercial sketches
- 8) Managing investment

Industrial design services provided by Kreatif d.o.o. for Clients

- 1) Preparatory phase of the project: analysis of existing products, competition, handling of the device and market analysis
- 2) Concept or project idea
- 3) Sketching and presenting the concept
- 4) Production of the conceptual 3-dimensional model
- 5) Visualization / rendering
- 6) Production of a 3-dimensional model ready for production
  - Performed in collaboration with experts from the fields of mechanical engineering, physics, chemistry, electrical engineering
- 7) Creating a design model or production prototype
- 8) Production of documentation required for production
- 9) Monitoring the implementation of the project

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## 10) Creation or production of sales material for the product (rendering / visualization of the final product)

Other services provided by the Contractor for the Client are in line with common practices in the field of design services and are defined in the offer.

## ORDER

Prior to the preparation of the Contractor's offer, it is requested that the Client describes the scope of the project as well as the project requirements in writing. In the event that the description of the project scope and requirements are not provided by the Client, then only tasks included in the Contractor's offer are binding.

An order is deemed submitted once the Client confirms the offer describing the Contractor's services, which will be performed for the Client. A submitted order is a legally binding obligation and represents a contract between the Client and the Contractor.

A contract comes into effect only if a consensus on the price for a service is reached between the Contractor and the Client. Insofar there is doubt as to whether the agreed price also covers a particular service that is not explicitly included in the price, the Contractor is not bound to provide such a service until a price has been determined in accordance with these general terms and conditions. Nevertheless, the Contractor is entitled to provide such a service and charge the Client a reasonable price. An appropriate price shall be deemed to be the price, which is provided in the rate conditions of chambers or other guild organizations.

After a contract comes into effect, the project task can be changed only if the Client submits a new project task that takes into account the proposed changes and is in accordance with these general terms and conditions.

The Client may withdraw from the contract for violation of the contractual obligation of the Contractor only if the Client has previously notified the Contractor in writing of the violation of Contractor's obligation and gave the Contractor a reasonable period of time for the violation to be remedied. If there is no other agreement, such an appropriate period shall be deemed to be fifteen days, and in the case of larger orders, at least thirty days.

In case of withdrawal from the contract either by the Client or by the Contractor, the Contractor is entitled to receive payment for the entirety of work they performed, and such payment is proportional to the extent to which the order has already been fulfilled. In the case of an order that is carried out in phases, the proportional payment must cover for the already completed phases and for a part of the payment of the last initiated and unfinished stage corresponding to the extent of its fulfilment.

The Client is committed to enable the Contractor to begin the performance of works within a reasonable period of time, to review the work of the Contractor, to certify the undisputed part of the works performed and to pay for such work before the agreed deadline.

## ADDITIONAL WORK

A submitted order does not include additional works. Additional works are defined as all orders additionally given after the order has been submitted, or any changes made after the order was submitted. In case of additional works, the Contractor shall prepare the offer and communicate it to the Client for confirmation. Additional works become part of the contractual obligations of the Contractor only if the order for additional work is made in accordance with these general terms and conditions. The contractor is not obliged to start additional work before a contractual agreement has been made.

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The basis for determining the value of additional works is represented by the value of comparable works, as evidenced in the original contract, unless the nature and extent of additional works do not justify a higher value.

## MANIPULATIVE COSTS

Manipulative costs (transport, printing, postage, etc.) are included in all offers up to a certain amount; in case these costs exceed the estimated costs proposed in the offer, these additional costs are charged at their actual values.

## COORDINATION

In case that in the course of the creation of a particular set of projects or the fulfilment of certain categories of services within this provision, the involvement of several persons is necessary, the Contractor's services shall be deemed not to include the services of coordination of these persons. The Contractor may charge the coordination of these persons and the appropriate coordination price shall be deemed to be ten percent net of the net price of the ordered set of project documentation.

The Contractor is entitled to get access to the product they design, or to other materials affecting the project itself, either by himself or through an authorised person, without limits and without prior announcement of access to the site.

## COPYRIGHT WORK

If in the process of fulfilling the order a copyright work is created, it is the Contractor who is the holder of all material and moral copyright rights to the work. Moral copyrights shall be retained by the Contractor or authors who, in cooperation with the Contractor, created this copyright work. The Contractor must be referred to as the author in accordance with the practice in the field and the legislation. Material copyrights can only be transferred to the Client after all obligations of the Client to the Contractor have been settled. Further transfer of the copyright by the Client or any other eligible acquirer is not permitted. The author is the only one who has the right to change the copyright work.

## DEADLINES

Unless agreed otherwise, the time limit is not an essential element of the contract.

If the deadlines for the Contractor's services are not explicitly specified by a contract, the deadlines are defined only with the estimated deadlines as specified in the offer and are thus not legally binding. In the event of a contractual determination of legally binding deadlines, the Client may determine them for the Contractor in accordance with the scope of the project, the Contractor's capabilities and as a reasonably necessary time for the implementation of the project.

The time limits may be extended if the Contractor and the Client cannot reach an agreement on additional works, on a modified or new project order. The deadlines for the implementation of the project may also be extended if the Contractor does not receive the necessary advance from the Client or the Client does not provide the Contractor with the necessary insurance for payments or the Client is illiquid or insolvent by completing his due financial or other liabilities to the Contractor in connection with any order of this Client.

## FINAL PROJECT

The Client receives all project elements in printed and digital form in files of the appropriate format, which

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does not allow for changes to the copyrighted work unless otherwise specified.

## PAYMENTS

When issued an invoice by the Contractor, the Client must review the invoice and communicate any comments about the invoice to the Contractor within 8 days of invoice issue. Any comments received by the Contractor after the expiry of the deadline shall not be considered. The account will become final after 8 days and must be paid at the time of its maturity.

The Contractor may require the Client to pay an appropriate advance to cover material costs, which include the costs of taxes to be paid before the payment due for the contract or his respective part, the estimated travel expenses, the costs of the necessary software, costs of subcontractors and other employees and other similar costs.

In the event that the Client suspends or unreasonably deferred the project (more than 3 months) with his decisions, the Contractor has the right to charge a part of the project in a proportion according to the project's feasibility.

The payment period for all issued invoices is 15 days, unless otherwise specified.

Unless explicitly agreed otherwise, in the event of a delay in payment, the Client owes the Contractor the applicable statutory interest for late payment.

The Client shall not pay any amount of any payment to any subcontractor or other employees of the Contractor from any amount owed to the Contractor, regardless of whether the performance of the Service or their delivery of the Services was confirmed by the Contractor. Such payment by the Client is possible only in the case of an explicit written order from the Contractor.

## DAMAGES

The Contractor shall not be held liable for damages incurred to the Client, if the Contractor was unable to foresee the occurrence of such damage in light of the given project task or any other definition of the contract from the point of view of standard practice.

In any case, the Contractor shall not be held liable for damages, which are related to the object of the Contractor's work, which were created by persons who are in a legal business relationship with the Client as participants in the construction, which, in accordance with the construction legislation, are liable to third parties for direct damage arising from their works and their contractual obligations.

## PRICE LIST

In the event that it is not explicitly specified by a contract and the work was ordered by the Client or done at the request of the Client, the working hours are charged 30 €/h.

## TRADE SECRET

Trade secret is any financial, business, technical, strategic or other information, whether created by the Contractor or not, which is not generally known to the Client or their employees, or information which the Client has come to know as a result of the relationship established through the order made by the Client or contract entered into by the Client and Contractor. Such information does not need to fulfil the conditions for the definition of trade secrecy within the scope of applicable corporate law.

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Trade secrets include, but are not limited to, the following information and any other type of information of a similar nature: designs, concepts, plans, ideas, inventions, specifications, techniques, discoveries, models, data, source codes, documentation, diagrams, graphs, research, development, business plans, timetables, strategies and development plans and other customer-related information, pricing policies and financial information.

The Client will not disclose trade secrets and will protect them as confidential. The Client guarantees to ensure that their employees, subcontractors, colleagues and other contractual partners will protect the trade secret and treat it as confidential and the Client guarantees these parties will not disclose any trade secrets that have come to be known by these parties through the business relationship without prior receipt of explicit written consent from the Contractor.

The Client ensures that he will not deliver, disclose or communicate any business secrets of the Contractor to any third party, and will proceed in the same manner in the future, unless written consent of the Contractor is given. The provision of the preceding sentence does not apply to the extradition, disclosure or communication of any business secret resulting from the obligation to deliver, disclose or communicate trade secrets to the owner(s) of the Client, to its management or supervisory body or to the body conducting the statutory audit or to the governing body as a result of its enforceable decision.

## THE CONTRACTOR IS COMMITTED TO PERFORMING THE WORK

- The Contractor is committed to performing the work in a professional and diligent manner, and to deliver work of high quality, which is in accordance with applicable regulations, rules of the profession and applicable standards.
- The Contractor will explain to the Client any possible confusion about design services.
- The Contractor will actively cooperate with the Client.
- The Contractor will do everything in his power to meet the agreed deadlines, unless in case of force majeure, in which the contract may be renegotiated.
- The Contractor will keep the Client informed about any problems that have arisen and situations that could affect the execution of contractual obligations.
- The Contractor will cooperate with all authorized representatives of the Client and other entities in order to successfully implement the project.
- The Contractor will protect the business diligence of the Client and its business partners, as well as the secrecy of all technical submissions, technological procedures and other information.
- The Contractor will obtain written consent from the Client for any possible deviations from the project task.

## BY SUBMITTING AN ORDER, THE CLIENT UNDERTAKES CONTRACTUAL OBLIGATIONS SPECIFIED IN THE ORDER AND THESE GENERAL TERMS AND CONDITIONS TO THE CONTRACTOR

- The Client undertakes to enable the Contractor to begin the implementation of the project within a reasonable time, to review the work of the Contractor, to certify the undisputed part of the works performed, and to settle the payment for such work within the agreed time limit.
- The Client undertakes to provide, within the agreed time limits, all documentation and all information necessary for the Contractor to fulfil his obligations specified by the offer.
- The Client undertakes to work closely with the Contractor in order for the Contractor to perform the services undertaken in a timely manner and to enable mutual satisfaction with the project.
- The Client undertakes to regularly inform the Contractor of all changes, both intended and unintended.
- The Client undertakes to lead the main coordination meetings and ensure the participation of all participants in the project.

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- The Client undertakes to provide all instructions and agreements to all participants in the project in writing.
- The Client undertakes to hand over a copy of the issued building permit to the Contractor.
- The Client undertakes to notify the Contractor, if any person proposes to renew the procedure for issuing a building permit.
- The Client undertakes to ensure that the responsible project manager at the construction site checks, during the construction process, whether the construction is carried out in accordance with the project for obtaining a building permit, the building permit itself and the regulations that apply to it, and that the essential construction requirements are met as well as that the construction is reliable, which must be confirmed at the end of the construction with a written statement.
- The Client undertakes to ensure that the contractor of construction, craft and installation works submits the plans of performed works with amendments to the Contractor, on the basis of which the Contractor will be able to produce a project of performed works.
- The Client undertakes to regularly settle their financial obligations under this contract and the offer as well as to inform the Contractor of any circumstances that might prevent the Client from paying timely payments of financial obligations under this contract and offer.

## HANDLING OF DOCUMENTATION

The project documentation prepared by the Contractor entitles the Client or other eligible holders, who are or will be in a contractual relationship with the Client, to one-time and intended use of project documentation for the project to which the documentation relates. The Client may not disclose the documentation to a third party without the prior consent of the Contractor, unless the third party are persons involved in the project to which the documentation relates. The Client may not reproduce, modify or dispossess the documentation without the written consent of the Contractor.

## VAT

All net values of worth of the project are charged 22% value added tax (VAT).

## PROTECTION OF PERSONAL DATA AND BUSINESS DATA

We are committed to carefully preserve all information we receive from the client and to manage the data in accordance with legislation and ethics.

## FINAL PROVISIONS

By submitting a request for an offer, you agree to these general terms and conditions, which are published on the internet at [www.kreatif-design.com](http://www.kreatif-design.com). In the event of disagreement with these general terms and conditions, you must alert the Contractor in writing.

\* Several articles are cited from the general terms of the Chamber of Architecture and Spatial Planning of Slovenia (ZAPS) and The Designers Society of Slovenia (DSS), which were the basis for the General Terms and Conditions of Kreatif d.o.o.

These general terms and conditions shall be interpreted under the laws of the Republic of Slovenia. The district court in Ljubljana, Slovenia shall resolve any litigation under these general terms and conditions.