

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") apply to all orders placed and are subject to change at any time by Parklio without notice. As a result, it is advised to review the applicable Terms on a regular basis. The most recent version of these Terms is available at www.parklio.com.

DEFINITIONS

The following terms shall have the following meanings in these Terms and Conditions of Sale:

'the Seller' refers to Parklio, the company that sells Products, Solutions and Software under the Contract.

'the Buyer' refers to the entity to which the Seller is selling Products, Solutions and Software under the Contract.

'Goods' refers to the Products, Solutions and Software that the Seller has agreed to supply to the Buyer under the terms of the Contract.

'Contract' refers to either the contract agreement signed by both parties, or the purchase order submitted by the Buyer and accepted by the Seller, together with these Terms and Conditions, the Seller's final quotation, the Seller's order acknowledgement, and invoice.

'Terms and Conditions' refers to these Terms and Conditions of Sale for Goods, as well as any modifications or additional provisions expressly stated in Seller's final quotation or expressly agreed upon in writing by Seller.

'Payment Date' refers to the agreed Payment Date stated in the Contract or Order for the sale of Goods, including adjustments (if any) in accordance with the Contract or new order quote.

'Delivery Date' refers to the agreed-upon date the delivery of Goods, including any adjustments (if any) made in accordance with the Contract or Order.

'Price' refers to the agreed-upon price stated in the Contract or Order for the sale of Goods, including any adjustments (if any) made in accordance with the Contract or Order.

ORDER

The Buyer orders the Goods, and the Seller agrees to sell them to the Buyer on the previously agreed Delivery Date.

The quantity and description of the Goods, or the type and extent of the services to be provided, are specified in the Contract, Quote, or other document previously communicated in writing by the Seller to the Buyer, specifying the quantity and description of the Goods to be supplied.

PRICE

Unless otherwise stated, prices in any Quote, Confirmation or Contract, are in Euros and are exclusive of VAT and any other statutory levies. In the event that one or more of the cost price factors increases after confirmation of the Order, the Seller is entitled to increase the agreed purchase price accordingly.

PAYMENT

Quotes are valid for seven (7) days unless both parties agree otherwise in writing. Payments can be made via bank transfer, credit/debit card online, or by using the pay by link button on the quoted Offer.

The Seller reserves the right to refuse to deliver the Goods to Buyer if any outstanding payments are owed to the Seller, without prejudice to any other rights provided by applicable law, including termination, even partial termination, of the Contract and Buyer's liability for any loss and damage suffered by the Seller.

DELIVERY

The Seller Products and Solutions are shipped in high-quality packaging that is specifically designed to safeguard them during transit. Unless otherwise agreed expressly and in advance, delivery times are indicative. They are calculated using stock levels, supply options, manufacturing, and transportation capacities. Delivery Date may be extended from the Seller if the raw materials for Goods are not available for assembly.

The Seller makes every effort to meet the delivery times specified at the time of order acceptance, except in cases of force majeure or circumstances beyond its control, such as strikes, frost, fire, storms, floods, epidemics, and supply difficulties, without this list being exhaustive.

Delays in delivery do not result in any penalties or compensation unless the parties expressly agree otherwise. Any deviation from the estimated delivery time cannot justify the cancellation of the order placed by the customer and confirmed by the Seller.

DAMAGES AND LIMITATION OF LIABILITY

Delivery is made to the Buyer's address by companies that have a contract with Seller to provide transportation services, namely DHL, DPD, Kuhne Nagel, and Samer & co.

When receiving the Product or Solution, the Buyer is to inspect it for any damage and notify the delivery service company immediately. When picking up the order, the Buyer is also required to sign the delivery note, which the delivery service considers a confirmation of collection.

The Seller's total liability to the Buyer for any claim arising from the Contract shall not exceed the purchase price of the Goods in question. The Seller shall not be liable for any loss of profits or business, or any indirect, consequential, special, incidental, or consequential damages or losses suffered or incurred by the Buyer.

WARRANTY

The Seller warrants that it owns or has a license to sell all Goods to the Buyer.

The Seller warrants that Products and Solutions shall, upon receipt by Buyer, meet the hardware minimum specifications indicated in their technical data sheets and comply with the standards required pursuant to applicable law.

The warranty of the provided hardware is 36 months.

RETURNS

The Seller reserves the right to test all Goods returned to it under warranty, and both parties agree that:

8.1. Upon receipt of the returned Goods, and in the event of a genuine fault, the Seller shall make restitution to the Buyer, issue a credit note for the paid sum, or send him a new functional Good within twenty-eight (28) days of the expected Goods, or sooner at its absolute discretion.

8.2. All claims for goods that have been tested and found to be "No Fault Found" will be denied. No credit note will be issued, and the Buyer will have fourteen (14) days to arrange collection from the Seller's premises (at their own expense and risk).

CONFIDENTIALITY

Buyer acknowledges that, with the exception of non-confidential documentation provided to Buyer for distribution with a corresponding Product, all technical, commercial, and financial information (including, without limitation, any source code) disclosed to Buyer by Seller is Seller's confidential information.

Buyer agrees not to disclose any such confidential information to a third party and agrees not to use any such confidential information for any purpose other than as agreed by the parties and in accordance with the purchase transactions contemplated herein.

The Seller shall use all reasonable efforts to keep all information relating to the Buyer's business confidential for as long as requested by the Buyer.

BREACH AND TERMINATION

Seller may, by written notice to Buyer, terminate any Contract, or any part thereof, with immediate effect and without liability if:

10.1. Buyer fails to make timely payment to Seller for any Goods

10.2. Any insolvency, bankruptcy (including reorganization), liquidation, or winding up proceedings are instituted against Buyer

10.3. Buyer violates or breaches any of these Terms and Conditions of Sale and/or the Agreement.

All payments due to Buyer under the Agreement will become immediately due and payable if any of the events listed in 10.1., 10.2. and 10.3 occurs.

COMPLIANCE WITH LAWS

Each party hereto represents that it is duly authorized to enter into these Terms and Conditions of Sale and that it will comply with all applicable laws, including but not limited to those pertaining to Croatian Administration or the export or import controls or restrictions of other applicable jurisdictions, in performing hereunder.

JURISDICTION

The entire commercial relationship between the Seller and the Buyer is subject to Croatian law alone, and the court of Split shall have sole jurisdiction in any dispute relating to these Terms and Conditions of Sale.

