



NET.STUDIO ARANEA D.O.O.
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GENERAL TERMS AND CONDITIONS

ZAGREB, 2026.

1. APPLICATION OF GENERAL TERMS AND CONDITIONS

1.1. THESE GENERAL TERMS AND CONDITIONS OF NET.STUDIO ARANEA D.O.O. (HEREINAFTER: GENERAL TERMS) APPLY TO ALL LEGAL RELATIONS AND TRANSACTIONS ARISING BETWEEN THE CLIENT AND NET.STUDIO ARANEA D.O.O. (HEREINAFTER: THE COMPANY) AS A PROVIDER OF ENERGY CONSULTING SERVICES, ENERGY AUDITS, LIFE CYCLE ASSESSMENT (LCA), ENERGY CERTIFICATION OF BUILDINGS, AND RELATED CONSULTING SERVICES.

1.2. IN THE EVENT THAT A SEPARATE AGREEMENT EXISTS WHOSE PROVISIONS CONFLICT WITH THESE GENERAL TERMS, THE PROVISIONS OF THAT AGREEMENT SHALL TAKE PRECEDENCE.

2. SUBJECT MATTER

2.1. THESE GENERAL TERMS REGULATE THE PROCESS OF CONCLUDING A SERVICE AGREEMENT, THE OBLIGATIONS OF THE COMPANY AND THE CLIENT, THE TERMS AND CONDITIONS OF PAYMENT, AND THE LIABILITY OF THE PARTIES.

3. CONCLUSION OF AGREEMENT

3.1. THE AGREEMENT SHALL BE DEEMED CONCLUDED AT THE MOMENT THE CLIENT ACCEPTS THE OFFER (COST ESTIMATE) CONTAINING THE DESCRIPTION OF SERVICES.

3.2. OFFER

3.2.1. THE COMPANY'S OFFER SHALL CONTAIN A COST ESTIMATE AND A DESCRIPTION OF SERVICES (PROJECT BRIEF), AS WELL AS THE DEADLINE OR DEADLINES FOR PERFORMING SPECIFIC TASKS. THE OFFER COVERS THE SERVICES LISTED IN THE COST ESTIMATE AND THE FUNCTIONALITIES DESCRIBED IN THE SERVICE SPECIFICATION.

3.2.2. THE OFFER SHALL ALSO CONTAIN A LIST OF DATA, DOCUMENTATION, AND MATERIALS THAT THE CLIENT IS REQUIRED TO PROVIDE TO THE COMPANY (E.G. ENERGY BILLS, TECHNICAL DOCUMENTATION, BUILDING FLOOR PLANS, EQUIPMENT INVENTORIES, ETC.), ALONG WITH THE DEADLINE BY WHICH THE CLIENT MUST DELIVER THE REQUESTED MATERIALS. THIS DEADLINE SHALL BE CONSIDERED AN ESSENTIAL ELEMENT OF THE AGREEMENT.

3.3. THE CLIENT ACKNOWLEDGES THAT THE COMPANY HAS RESERVED ITS CAPACITY FOR THE COMMISSIONED WORK. THE PARTIES AGREE THAT IF THE CLIENT FAILS TO FULFIL ITS OBLIGATION UNDER CLAUSE 3.2.2. WITHIN THE AGREED DEADLINE, THE AGREEMENT SHALL BE TERMINATED DUE TO THE CLIENT'S FAULT.



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3.3.1. IN THE EVENT OF TERMINATION OF THE AGREEMENT PURSUANT TO CLAUSE 3.3., THE COMPANY SHALL HAVE THE RIGHT TO RETAIN 20% OF THE RECEIVED ADVANCE PAYMENT AS A CONTRACTUAL PENALTY.

3.4. DOCUMENTATION AND DATA FOR SERVICE DELIVERY

3.4.1. UNLESS OTHERWISE AGREED BETWEEN THE PARTIES, THE CLIENT SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY TECHNICAL DOCUMENTATION, ENERGY CONSUMPTION DATA, ACCESS TO METERING POINTS AND INSTALLATIONS, AND ALL OTHER DATA REQUIRED FOR THE DELIVERY OF THE COMMISSIONED SERVICE. THE CLIENT BEARS SOLE RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF THE DATA PROVIDED.

4. SERVICE DELIVERY AND RESULTS

4.1. BASED ON THE DOCUMENTATION AND DATA PROVIDED BY THE CLIENT, THE COMPANY SHALL PREPARE THE COMMISSIONED SERVICE (ENERGY AUDIT, LCA STUDY, ENERGY CERTIFICATE, CONSULTING REPORT, OR OTHER AGREED SERVICE) AND DELIVER IT TO THE CLIENT WITHIN THE DEADLINE SPECIFIED IN THE OFFER.

4.2. THE CLIENT SHALL SUBMIT WRITTEN COMMENTS OR REQUESTS FOR AMENDMENTS WITHIN 10 DAYS OF RECEIVING THE RESULTS. IF THE CLIENT DOES NOT SUBMIT WRITTEN COMMENTS WITHIN THIS PERIOD, IT SHALL BE DEEMED THAT THE CLIENT HAS APPROVED THE DELIVERED RESULTS AND HAS NO OBJECTIONS.

4.2.1. IF THE CLIENT SUBMITS COMMENTS OR REQUESTS FOR AMENDMENTS THAT FALL WITHIN THE ORIGINALLY AGREED SCOPE OF THE SERVICE, THE COMPANY SHALL PREPARE A FIRST REVISION AND DELIVER IT TO THE CLIENT.

4.2.2. THE FIRST REVISION IS INCLUDED IN THE AGREED PRICE AND SHALL NOT BE CHARGED SEPARATELY BY THE COMPANY.

4.2.3. THE CLIENT SHALL CONFIRM ACCEPTANCE OF THE REVISED RESULTS IN WRITING WITHIN 8 DAYS OF RECEIPT, OR SUBMIT FURTHER COMMENTS. IF NO WRITTEN RESPONSE IS RECEIVED, IT SHALL BE DEEMED THAT THE CLIENT HAS ACCEPTED THE REVISED RESULTS.

4.3. IF THE CLIENT REQUESTS A SECOND OR ANY FURTHER REVISION THAT FALLS OUTSIDE THE ORIGINALLY AGREED SCOPE OF THE SERVICE, THE COMPANY SHALL SUBMIT A REVISED OFFER/COST ESTIMATE WITHIN 8 DAYS. THE CLIENT SHALL RESPOND WITHIN 8 DAYS AS TO WHETHER THE OFFER IS ACCEPTED. IF NO RESPONSE IS RECEIVED, IT SHALL BE DEEMED THAT THE CLIENT HAS WITHDRAWN THE REQUEST FOR REVISION AND THAT THE PREVIOUSLY DELIVERED RESULTS ARE ACCEPTED.

5. HANDOVER AND ACCEPTANCE OF RESULTS

5.1. UPON COMPLETION, THE COMPANY SHALL DELIVER THE FINAL RESULTS TO THE CLIENT IN THE AGREED FORMAT (WRITTEN REPORT, CERTIFICATE, LCA STUDY, ETC.). THE CLIENT SHALL REVIEW THE DELIVERED WORK AND APPROVE IT IN WRITING WITHIN THE DEADLINE SPECIFIED IN THE OFFER. IF THE CLIENT RAISES NO OBJECTIONS WITHIN THIS PERIOD, IT SHALL BE DEEMED THAT THE CLIENT HAS NO OBJECTIONS TO THE DELIVERED SERVICE.

5.2. ANY DEFICIENCIES REPORTED BY THE CLIENT TO THE COMPANY WITHIN 15 DAYS OF DELIVERY OF THE FINAL RESULTS SHALL BE RECTIFIED BY THE COMPANY WITHIN A REASONABLE TIMEFRAME AT NO ADDITIONAL COST TO THE CLIENT, PROVIDED THAT SUCH DEFICIENCIES ARISE FROM AN ERROR OR OMISSION ON THE PART OF THE COMPANY.



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5.3. ANY DEFICIENCIES REPORTED BY THE CLIENT AFTER THE EXPIRY OF THE PERIOD REFERRED TO IN CLAUSE 5.2. SHALL BE RECTIFIED BY THE COMPANY ONLY AFTER THE CLIENT HAS ACCEPTED A CORRESPONDING OFFER/COST ESTIMATE FROM THE COMPANY FOR THE RECTIFICATION OF SUCH DEFICIENCIES.

6. LIABILITY FOR DAMAGES

6.1. THE COMPANY'S LIABILITY FOR DEMONSTRABLE DAMAGES ARISING FROM A DELAY IN COMPLETING THE SERVICE IS LIMITED TO A MAXIMUM OF 20% OF THE VALUE OF THE CONTRACTED SERVICE.

6.1.1. THE COMPANY SHALL BE LIABLE TO THE CLIENT ONLY FOR ACTUAL DAMAGES ARISING FROM AN ERROR IN THE DELIVERY OF THE SERVICE. THE COMPANY'S LIABILITY FOR ANY LOSS OF PROFIT IS EXCLUDED. THE COMPANY SHALL BE LIABLE ONLY FOR DAMAGES ARISING FROM ERRORS THAT BECAME APPARENT WITHIN 30 DAYS OF DELIVERY OF THE FINAL RESULTS.

6.2. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET OUT IN CLAUSE 6.1. SHALL NOT APPLY IF THE COMPANY CAUSED THE DAMAGE INTENTIONALLY OR THROUGH GROSS NEGLIGENCE.

6.3. THE COMPANY SHALL NOT BE LIABLE FOR INACCURACIES IN THE RESULTS OF THE SERVICE THAT ARE A CONSEQUENCE OF INACCURATE, INCOMPLETE, OR DELAYED DATA PROVIDED BY THE CLIENT.

7. COMMUNICATION BETWEEN THE PARTIES

7.1. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY SHALL BE CONDUCTED IN WRITING VIA EMAIL EXCHANGE BETWEEN THE PERSONS NAMED IN THE OFFER. BOTH PARTIES SHALL NOTIFY EACH OTHER OF ANY CHANGES TO THE DESIGNATED COMMUNICATION CONTACTS VIA AUTHORISED REPRESENTATIVES. NEITHER PARTY SHALL BE OBLIGED TO ACCEPT INSTRUCTIONS FROM A PERSON WHO HAS NOT BEEN DESIGNATED AS A COMMUNICATION CONTACT.

7.2. ANY DEVIATION FROM THE TERMS SET OUT IN THE OFFER SHALL BE CONSIDERED AGREED ONLY IF BOTH PARTIES HAVE CONFIRMED IT IN WRITING VIA EMAIL EXCHANGE BETWEEN THE PERSONS REFERRED TO IN CLAUSE 7.1. OF THESE GENERAL TERMS.

8. PAYMENT TERMS AND CONDITIONS

8.1. PAYMENT FOR THE COMPANY'S SERVICES IS STRUCTURED IN TWO STAGES:

8.1.1. ADVANCE PAYMENT: UPON THE CLIENT'S ACCEPTANCE OF THE OFFER, THE COMPANY SHALL ISSUE AN INVOICE FOR AN ADVANCE PAYMENT OF 30% TO 50% OF THE TOTAL CONTRACTED SERVICE VALUE. THE EXACT AMOUNT OF THE ADVANCE PAYMENT SHALL BE AGREED DURING NEGOTIATIONS AND STATED IN THE OFFER. THE COMPANY SHALL NOT BE OBLIGED TO COMMENCE WORK ON THE SERVICE UNTIL THE ADVANCE PAYMENT HAS BEEN RECEIVED.

8.1.2. FINAL INVOICE: UPON DELIVERY OF THE FINAL RESULTS TO THE CLIENT, THE COMPANY SHALL ISSUE A FINAL INVOICE FOR THE REMAINING BALANCE OF THE CONTRACTED SERVICE VALUE.

8.2. INVOICES ISSUED BY THE COMPANY ARE DUE WITHIN 14 DAYS OF THE INVOICE DATE. THE PAYMENT DEADLINE SHALL BE CONSIDERED AN ESSENTIAL ELEMENT OF THE AGREEMENT. THE COMPANY MAY SUSPEND FURTHER WORK ON THE SERVICE UNTIL THE OUTSTANDING INVOICE HAS BEEN PAID.



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8.3. IN THE EVENT OF TERMINATION OF THE AGREEMENT DUE TO THE CLIENT'S FAULT, THE COMPANY SHALL HAVE THE RIGHT TO INVOICE FOR ALL STAGES OF THE SERVICE COMPLETED UP TO THAT POINT.

8.4. FOR MORE EXTENSIVE AND/OR COMPLEX ENGAGEMENTS, THE COMPANY MAY, IN AGREEMENT WITH THE CLIENT, DEFINE ADDITIONAL PROJECT PHASES AND/OR PAYMENT MILESTONES. SUCH AGREEMENT MUST BE MADE IN WRITING AS DEFINED IN CLAUSE 7.1. OF THESE GENERAL TERMS.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1. THE COMPANY UNDERTAKES TO TREAT AS A BUSINESS SECRET ALL CONFIDENTIAL INFORMATION AND DATA PROVIDED BY THE CLIENT FOR THE PURPOSE OF DELIVERING THE COMMISSIONED SERVICE, AND SHALL NOT USE SUCH INFORMATION FOR ANY OTHER PURPOSE NOR DISCLOSE IT TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF THE CLIENT.

9.2. THE PROCESSING OF PERSONAL DATA IS CARRIED OUT IN ACCORDANCE WITH REGULATION (EU) 2016/679 (GDPR) AND APPLICABLE LEGISLATION OF THE REPUBLIC OF CROATIA. DETAILED INFORMATION ON THE PROCESSING OF PERSONAL DATA IS AVAILABLE IN THE COMPANY'S PRIVACY POLICY PUBLISHED ON ITS WEBSITE.

10. DISPUTE RESOLUTION

10.1. THE PARTIES SHALL ATTEMPT TO RESOLVE ANY DISPUTES ARISING FROM THIS AGREEMENT AMICABLY.

10.2. IF THE PARTIES ARE UNABLE TO RESOLVE THE DISPUTE AMICABLY, THEY AGREE TO SUBMIT TO THE JURISDICTION OF THE COMPETENT COURT IN ZAGREB, CROATIA.

11. PUBLICATION OF GENERAL TERMS AND CONDITIONS

11.1. THESE GENERAL TERMS AND CONDITIONS ARE PUBLISHED ON THE WEBSITE OF NET.STUDIO ARANEA D.O.O. AND APPLY TO ALL LEGAL RELATIONS ARISING AFTER THE DATE OF PUBLICATION.

11.2. THE COMPANY RESERVES THE RIGHT TO AMEND THESE GENERAL TERMS. AMENDMENTS SHALL ENTER INTO FORCE ON THE DATE OF PUBLICATION ON THE COMPANY'S WEBSITE.

Net.studio Aranea d.o.o.

Zagreb, 2026.