



General terms of use of the e-Invoice service for the state beneficiaries by connecting to the web service for public procurement entities

1. Introduction and meaning of terms

- 1.1. These General Terms and Conditions of Use of the e-Invoice Service for the State Beneficiaries (hereinafter: General Terms and Conditions) determine the content and conditions of use of the e-Invoice service for the state beneficiaries by connecting to the web service and the rights and obligations of the Financial Agency based in Zagreb, Ulica grada Vukovara 70, OIB: 85821130368, entered in the register of the Commercial Court in Zagreb, MBS: 080422905 (hereinafter: Fina) on the one hand and the public procurement entity, entity's plenipotentiary and users who access the Service by connecting the entity's system or the system of the entity's plenipotentiary via the web service with the Service.
- 1.2. The e-Invoice Service for the State Beneficiaries (hereinafter: the Service) is the central platform of Fina, a central information intermediary, defined by the Act on Electronic Invoicing in Public Procurement (Official Gazette 94/18; hereinafter: the Act), which enables public procurement entities to exchange structured electronic invoices compliant with the European standard EN 16931 (hereinafter: EU Standard) and supporting documents through the system of the Entity.
- 1.3. Web service is a server application of the Central Platform Access Service that is used to exchange information with other computer systems.
- 1.4. The Entity's system is a computer system on the part of the Entity through which the Entity connects with the web service to the Service and through which it exchanges e-invoices and e-invoice statuses.
- 1.5. The System of the Entity's Plenipotentiary is a computer system on the part of the Entity's Plenipotentiary through which the Plenipotentiary connects to the Service and through which it exchanges e-invoices and e-invoice statuses for and on behalf of the Entity.
- 1.6. An electronic invoice or e-invoice is an invoice issued, sent and received in a structured electronic form, which enables its automatic and electronic processing and is harmonized with the EU Standard, and includes authorisation. Supporting documents are attached to the e-invoice.
- 1.7. Supporting documents are business documents that form part of the structure of the e-invoice and can be issued and exchanged with the e-invoice.
- 1.8. The status of the e-invoice is a message that the Entity and/or the Plenipotentiary of the Plenipotentiary can send to the issuer of the e-invoice via the Service. Statuses include the

following: confirmed receipt of e-invoice, rejected or accepted e-invoice, paid or partially paid e-invoice.

- 1.9. Entities are Contracting Authorities defined by the Law, who may also be Issuers of e-invoices and who have agreed to use the Service on the basis of a duly completed Application Form for the e-Invoice Service for the State Beneficiaries - Web service connection with the e-Invoice for the State Beneficiaries system (hereinafter: Application). The Power of Attorney form is electronically published and available on Fina's website. The rules prescribed by these General Terms and Conditions apply equally to Entities for whom Fina is a mandatory information intermediary under the Act, as well as to other Entities who choose Fina as an information intermediary under the Act.
- 1.10. The issuer is the entity or body that issues, sends or on behalf of which the e-invoice and supporting documents are sent to the Public Procurement Entity.
- 1.11. The Entity's Plenipotentiary (hereinafter: the Plenipotentiary) is a legal or natural person with a registered activity, who uses the Service for and on behalf of the Entity, i.e. the Organizational Unit of the Entity on the basis of the given Power of Attorney for using the e-Invoice Service for the State Beneficiary (hereinafter: the Power of Attorney). The Power of Attorney form is electronically published and available on Fina's website.
- 1.12. The User is the application of the Entity and/or the Plenipotentiary by using of a valid application and/or server certificate with which the system of the Entity or the Plenipotentiary is authenticated to the Service by connecting to the web service.
- 1.13. An organizational unit is an organizational part or a separate part of the Entity registered by the Entity in the Service with the aim of independently exchanging e-invoices and e-invoice statuses through the Service.
- 1.14. The Public Register is a list of Entities and Organizational Units of Entities registered on the Service including certain public data about them. The Public Register also contains a list of all Business Entities and Business Units of Business Entities that are registered on the e-Invoice Service for Business Entities and a list of users of other information intermediaries and certain public data about them. The public register is electronically accessible and published on Fina's website.
- 1.15. The rights of the Entity and/or the Plenipotentiary are the following functionalities of the Service: entry, signature and sending, review and acceptance of e-invoices, preparation of payment orders, access to all organizational units and rights on behalf of another Entity.
- 1.16. The right to review and accept are the functionalities of the Service that enable the Entity as the Contracting Authority and/or the Plenipotentiary to receive, confirm receipt, accept or reject the e-invoice and send notifications about the paid or partially paid e-invoice.

- 1.17. The right to sign and send are the functionalities of the Service that enable the Entity as the issuer of the e-invoice and/or the Plenipotentiary to sign and send the e-invoice.
- 1.18. The right of access to all organizational units is the functionality of the Service which, depending on the choice, enables the Entity and/or the Plenipotentiary to functionalities from item 1.16 to item 1.18. of these General Terms and Conditions for all organizational units of the Entity that have been previously registered with the Service.
- 1.19. Rights on behalf of public procurement entity is the functionality of the Service which enables the Plenipotentiary to use the Service for and on behalf of the Entity, and according to the rights granted by power of attorney.
- 1.20. The rights are assigned to the Entity and/or the Plenipotentiary by the Application Form, i.e. by the Application Form and the Power of Attorney.
- 1.21. Technical specifications are technical specifications of data exchange web services, electronically published and available on Fina's website (hereinafter: Technical Specifications).
- 1.22. Delivery by electronic means prescribed by these General Terms and Conditions is done using the Online service for submitting documentation to the Financial Agency. The documentation submitted via the Online service must be in PDF format and signed with an electronic signature (digital certificate).

2. Technical requirements for using the Service:

- 2.1. To use the Service via the web service, the Entity and/or Plenipotentiary must ensure the following technical requirements:
 - application certificate/server certificate;
 - adaptation and integration of the Entity's and/or the Plenipotentiary's system with the Service by connecting to the web service in the manner and on the basis of technical specifications.

3. Contracting procedure

- 3.1. Use of the Service may be contracted by the Entity and/or the Plenipotentiary:
 - by the Entity who requests the use of the Service by submitting the duly completed Application Form, which is supplemented by these General Terms, directly or by mail to the Fina branch office or electronically. A person who is not legally authorized to represent the Entity must have a valid power of attorney to represent that Entity. The Power of Attorney may also be issued on a power of attorney form that is electronically published and available on the Fina's website. Along with the stated powers of attorney, it is necessary to enclose a copy of the identification document of the person who is legally authorized to represent the Entity.

- Plenipotentiary for and on behalf of the Entity, who requests the use of the Service directly or by mail to the Fina branch office or electronically by duly completed Application Form and Power of Attorney, which are supplemented by the General Terms and Conditions;
- who accepts the General Terms and Conditions, and is regarded he accepts them by submitting the duly completed Application Form an/or Application Form and Power of Attorney directly or by mail at the Fina office or electronically;
- who meets the technical requirements for the use of the Service defined in item 2 of these General Terms and Conditions and in the Technical Specifications.

3.2. In order for the Entity's Plenipotentiary, i.e. the Organizational Unit of the Entity to acquire rights for and on behalf of another Entity or more of them, other or more Organizational Units that are in the system of another Entity must enclose the Power of Attorney of the Entity (one or more of them) for and on behalf of whom it uses the Service. The power of attorney must be signed by a person authorized to represent the grantor of the power of attorney. The power of attorney must be accompanied by a copy of the identification document of the person authorized to represent the grantor. The Signatory of the Power of Attorney authorizes Fina to verify all data stated on the Power of Attorney. The data on the power of attorney must be identical to the data on the identification document.

3.3. With the approval of the duly completed Application Form and/or Application Form and Power of Attorney by Fina, the Entity and/or the Plenipotentiary agrees to use the Service, and the User acquires the rights in the Service indicated on the Application Form and/or the Application Form and Power of Attorney. The signatories of the Application Form and/or the Application Form and the Power of Attorney confirm with their signature the accuracy of the data stated on the Application Form and/or the Application Form and the Power of Attorney. The signatories of the Application Form and/or the Application Form and the Power of Attorney authorize Fina to verify all data stated on the Application Form and/or the Application Form and the Power of Attorney.

3.4. These General Terms and Conditions are an integral part of the Application Form and have the nature of a contract. Part of the contract is the Application Form for the registration of public procurement entities with organizational units in the e-Invoice Service for the State Beneficiaries. The Power of Attorney form is electronically published and available on Fina's website.

3.5. By submitting a duly completed Application Form or Power of Attorney directly or by mail to the Fina branch office or electronically, the Entity authorizes Fina to publish publicly available data of the Entity in the Public Register of the Service, for the purposes of operation and use of the Service.

3.6. Digital certification service referred to in item 2.0. of these General Terms and Conditions is a special service of Fina as a provider of trust service which is provided in accordance with the acts of Fina governing the certification service. These General Terms and Conditions regulate the use of the Service and are a special service that does not include the performance of the certification service contract.

4. Terms of use of the Service by connecting to the web service

- 4.1. The Entity and/or the Plenipotentiary for e-invoice exchange use the Service.
- 4.2. The connection of the Entity's system is performed on the basis of the Application Form, and the Plenipotentiary's system on the basis of the Application Form and the Power of Attorney approved by Fina.
- 4.3. The Issuer and the Entity are responsible for concluding an EDI agreement or other e-invoice exchange agreement between the Issuer and the Entity that uses the e-invoice exchange method to which such an agreement or contract is a condition.
- 4.4. The Issuer shall independently notify the Entity of the termination or change of the e-invoice issuance in accordance with the method used.
- 4.5. Fina will enable the Entity and/or the Plenipotentiary who meets the communication requirements described in the Technical Specifications to connect the Service to the System of the Entity and/or Plenipotentiary. The deadline for connection to the System of the Entity and/or Plenipotentiary depends on the fulfilment of the technical requirements for the connection on the part of the Entity and/or Plenipotentiary.
- 4.6. Fina provides support for the technical connection of the Entity's/Plenipotentiary's system with the Service, to the Entity, i.e. the Entity's system vendor, and/or Plenipotentiary's system, i.e. the Plenipotentiary's system vendor.
- 4.7. The system of the Entity's and/or Plenipotentiary's vendor is considered to be the system of the Entity and/or Plenipotentiary itself.

5. Archive of electronic invoices

- 5.1. Fina ensures the storage of all e-invoices exchanged through the Service and keeps them in the original structured electronic form in the manner and within the time limits specified in the regulations regarding accounting and taxes, which regulate bookkeeping and accounting operations.
- 5.2. Fina will provide all Entities and/or Plenipotentiaries with insight into the short-term current archive of exchanged accounts by 30 April of the current year for the previous year.
- 5.3. Fina may provide the Entity with access to long-term archives based on the contract concluded between the Entity and Fina in the manner and under the conditions defined by that contract or provide access to an individual e-invoice based on the Entity's request and under business rules determined by Fina.

6. Payment

- 6.1. To use of the Service, the Entity is obliged to pay Fina a fee for using the central platform in accordance with the Ordinance on the type and amount of fees for receiving and sending electronic invoices for contracting authorities in public procurement (Official Gazette 32/2019, hereinafter: Ordinance on Fees) or a fee according to the Fina Price List for Entities who choose Fina as an information intermediary pursuant to the Act. The fee is paid in the amount of HRK 10.00 per month per registered organizational unit. Value-added tax is calculated on the fee.
- 6.2. Depending on who contracted the use of the Service, the Entity or Plenipotentiary is obliged to pay a fee to Fina for sending invoices in accordance with the Ordinance on fees or Fina Price List for Entities who choose Fina as an information intermediary pursuant to the Act. The fee is paid on the basis of pay grades in such a way that the higher pay grade includes the lower pay grade, and is calculated on a monthly basis (example: If an Entity or Plenipotentiary sends 2500 invoices in a period of one month, the fee will be calculated as follows: 1000 invoices x HRK 1.50, 1000 invoices x HRK 1.40 and 500 invoices x HRK 1.30). Value-added tax is calculated on the fees.
- 6.3. In cases of cancellation of the Service referred to in item 8 of these General Terms and Conditions, the Entity is obliged to pay the full fee referred to in item 6.1. of these General Terms and Conditions for the month in which the cancellation occurred, and the Entity or Plenipotentiary fee referred to in item 6.2. of these General Terms and Conditions, depending on the number of invoices sent until the moment of cancellation of the Service.
- 6.4. Fees for issuing digital certificates referred to in point 2.0. of these General Terms and Conditions, which are one of the requirements for using the Service, are paid in the amount agreed, and the price is determined in accordance with the Fina's Price List, available and published on the Fina's website, and other acts governing prices, deadlines and payment methods at Fina. Subsequent amendments of mentioned acts will be available in the same manner.
- 6.5. The fees referred to in this Article shall be paid by the Entity or Plenipotentiary within 15 days from the day of issuing the invoice.

7. Responsibility for using the Service

- 7.1. The Entity and/or Plenipotentiary undertake to use the Service in accordance with these General Terms and Conditions, Technical Specifications and regulations governing the exchange of e-invoices through the Service.
- 7.2. The Entity and/or the Plenipotentiary shall be liable to Fina, other Entities and Issuers of e-invoices for any damage that may occur due to loss, unauthorized use, improper use of digital certificates, non-compliance with General Terms, Technical Specifications and regulations governing e-invoice exchange through the Service.

- 7.3. Fina is not responsible for the inability of using the Service by the Entity or the Plenipotentiary or if the Entity and/or Plenipotentiary did not use valid digital certificates or did not perform valid authentication to the Service or meet the technical requirements for connecting to the Service, the responsibility shall lie with the Entity and/or Plenipotentiary who is using the Service in said way.
- 7.4. Fina, the Entity and/or Plenipotentiary are obliged to keep the data from the exchanged e-invoices through the Service as a business secret.
- 7.5. Fina is not liable to the Entity and/or the Plenipotentiary for the material and tax correctness of the content of the e-invoice sent by the Issuer through the Service, and the responsibility for using the e-account exchanged through the Service in tax terms lies with the one who undertakes such use.
- 7.6. Fina is not liable to the Entity and or Plenipotentiary for e-invoice statuses that have not been taken over by the E-invoice Issuer.
- 7.7. Fina undertakes to the Business Entity and/or the Plenipotentiary to use the data from the e-invoice in the Service, whether it is the same issuer or recipient, exclusively for the needs of the Service and to protect it as a business secret, otherwise it is liable for damages.
- 7.8. Fina is responsible for the current availability of exchanged e-invoices until 30 April of the current year for the previous year through the Service by connecting the web service to the Entity and/or Plenipotentiary.
- 7.9. Fina is not responsible for the inability to connect the Entity and/or Plenipotentiary with the Service due to failure to meet of technical requirements on the part of the system of the Entity or Plenipotentiary.
- 7.10. Fina shall not be liable in the event of inability to use the Service due to improper conduct of the Entity and/or Plenipotentiary.
- 7.11. Fina is not responsible for the unavailability of the Service due to technical difficulties caused by force majeure.
- 7.12. Fina is not liable for damage caused by the unavailability of the Service caused by technical difficulties on the part of the Entity's system and/or the system of the Entity's Plenipotentiary.

8. Cancellation/revocation and change of rights

- 8.1. If Fina determines that based on the submitted documentation referred to in item 3 of these General Terms and Conditions, the Entity or the Plenipotentiary has been incorrectly registered with the Service, Fina will deny the right to use the Service and notify the Entity or the

Plenipotentiary, i.e. the Service user, about the documentation needed to submit for valid Service registration.

8.2. The Entity or the Plenipotentiary is obliged to submit to Fina's branch office, directly or by mail or electronically, any change, including status change that affects the accuracy of the data in the Public Register of Services maintained by Fina.

8.3. If the Entity or the Plenipotentiary fails to fulfil the obligation referred to in item 8.1. of these General Terms and Conditions or does not meet it in due time, Fina is authorized to make changes to the data in the Public Register of the Service, as well as possible restrictions or deactivation of the business entity, etc. in the Service, or deny the right to use the Service, on the basis of facts and data available in the public register kept by the competent authorities.

8.4. In the manner specified in the documentation and through the documentation that is electronically accessible and published on the Fina's website, the following is performed:

- Cancellation of the use of the Service by the Entity or Fina;
- Cancellation of the use of the Service for one or more organizational units by the Entity, which were registered in the Service;
- Cancellation of the given power of attorney for the use of the Service by the Entity or Plenipotentiary;
- Termination of all rights in the Service to an individual User by the Entity and/or Plenipotentiary;
- Change of rights in the Customer Service by the Entity and/or Plenipotentiary.

8.5. The documentation is delivered directly or by mail to the Fina branch office or electronically.

9. Compliance with the General Terms and Conditions

9.1. These General Terms and Conditions are electronically available and published on Fina's website.

9.2. The Entity confirms compliance with the General Terms and Conditions by signing the Application Form and/or the Power of Attorney.

9.3. The Plenipotentiary confirms the compliance with the General Terms and Conditions by signing the Power of Attorney and the Application Form.

9.4. Fina reserves the right to unilaterally and subsequently amend the General Terms and Conditions, and the amended version will be published electronically and available on Fina's website. The Entity and Plenipotentiary agree to the stated manner of changing the General Terms and Conditions.

9.5. It is considered that the Entity and/or Plenipotentiary have agreed to the changes and/or amendments to the General Terms and Conditions if, within 8 days of their publication, the Entity and/or Plenipotentiary does not notify Fina that the changes and/or amendments to the General

Terms and Condition have not been accepted. This provision does not apply to Entities for whom Fina is a mandatory information intermediary under the Act.

- 9.6. If the Entity and/or the Plenipotentiary notifies Fina that they do not agree to the changes and/or amendments to the General Terms and Conditions of Fina, it is considered that he has cancelled the use of the Service, i.e. the rules stated in item 8.0 apply. This provision does not apply to Entities for whom Fina is a mandatory information intermediary under the Act.
- 9.7. By signing the Application Form and/or the Power of Attorney and the Application Form, the Entity and/or Plenipotentiary, when using the Service, agree and accept that the rules on the use of cookies laid down by Fina's document "Cookies", which is published and available on Fina's website under Terms of Use, apply when using the Service. Fina instructs the Entity and/or Plenipotentiary to inspect the content of the stated rules.

10. Dispute resolution

- 10.1. Fina, the Entity and the Entity's Plenipotentiary agree to resolve amicably all disputes arising from these General Terms and Conditions, and if this is not possible, the court in Zagreb is competent for resolving disputes.

11. Final Provisions

- 11.1. In the event of changes in the regulations governing the exchange of e-invoices in public procurement that affect the terms of exchange of invoices to Entities, Fina has the right to make appropriate amendments to these General Terms and Conditions, as well as changes in the provision of services to Entities and/or Plenipotentiaries.
- 11.2. These General Terms and Conditions enter into force and apply on the day of publication.