

**1.1. General conditions:** Bostik Croatia d.o.o. (hereinafter referred to as the "vendor") always sends or issues the present general conditions of sale (the "GCS") to each purchaser to enable it to place an order. The conditions may not be dissociated from the vendor's rates in force or price offer. In accordance with Article 251 of the Civil Obligations Act, the present GCS constitute the basis of commercial negotiations. An estimate, quotation or tariff communicated by the vendor does not constitute an offer but a document inviting the purchaser to make an offer under these GCS. The contract is formed by the vendor's acceptance of the order placed by the purchaser. The fact that an order has been placed with the vendor is deemed to be an unconditional acceptance of the present general conditions of sale which apply regardless of whether or not the purchaser has signed the purchaser's commercial documents, and which shall therefore be considered null and void. The vendor's possible written acceptance of provisions or of any other document issued by the purchaser does not override the precedence of the present GCS but only results in adding to the subjects that are not dealt with in the present GCS.

The purchaser shall not interpret the fact of the vendor not applying any of the present GCS at a given time as a waiver by vendor of any subsequent application thereof.

The vendor may assign and transfer all of its rights and obligations of an order to the transferee of all or a substantial part of the business related to the subject matter of the order after notification. In such a case, the purchaser releases the vendor from any obligation relating to the order for the future.

**2. Orders:** Orders below 500 € excl. taxes will not be accepted by the vendor.

Orders must at least mention BOSTIK product codes, names and prices, otherwise EAN codes. Would one of this information not be mentioned, the order would not be taken into account and the vendor would not be responsible for completion at its own cost.

Orders only become definitive after they have been accepted at the vendor's registered office; the acknowledgement of receipt of the order does not constitute acceptance of the latter. An order is considered accepted, at the time of its shipment, provided the vendor does not issue any reserves or modifications.

In the event of one-off orders (specific packaging and quantities, short delivery deadlines, etc.) the vendor may only agree after its production and delivery capacities have been validated and written acceptance of the order.

The vendor reserves the possibility of suspending, delaying or modifying the performance of orders in the event of *force majeure* or material events and/or circumstances beyond its control that prevent it from performing the order under the agreed conditions and within the agreed deadlines (shortage of raw materials, accident or any other event leading to total or partial halt in the vendor's plants or warehouses, any type of strikes, disruptions to transport, flooding, power cuts and more generally any circumstances occurring after the order is accepted that prevents the vendor from performing the order under normal conditions).

The party claiming *force majeure* is only released from its contractual obligations provided that and in as long as it is so prevented from performing them. Under these circumstances the service rates are calculated excluding *force majeure*.

The price governing the order is the one in force at the date of shipping of the order. The vendor may change its prices depending on economic conditions, in particular in the event of variations in the price of raw materials or logistics costs. Upon receipt of the notification, the purchaser shall be entitled to withdraw his order within five (5) working days. In the event of late delivery, the new rate shall apply to the sales affected by the notification. The new rate applies to all purchasers without any segregation being made between them.

All orders placed after the new rates have been received and for delivery after the date of application, are considered as full acceptance of the rates. If the purchaser refuses the application of the rates in force the orders in process will automatically be suspended.

The selling prices take into account all best means of order transmissions, including EDI and cannot lead to financial contribution for the purchaser. Implementation of EDI remains the vendor's responsibility and is subject to a separate definition.

**3. Transfer of risks:** The transfer of risks occurs as soon as the goods are available in accordance with INCOTERM (INCOTERMS® 2020) as understood at the time of acceptance by the vendor of the order. When the goods are accepted the purchaser must carry out all the necessary quantity and quality checks on the goods. The purchaser must be present when the goods are delivered. If the goods are damaged, the purchaser has to demand that an official record be made of the consignment's identification and if the consignment is damaged, of its damages, which record will be co-signed by the carrier. Furthermore, the purchaser is obligated to send the carrier a written complaint about the visible damages or loss of consignment without delay, and in the event of hidden damages, at the latest within eight (8) days as of the shipment of the consignment.

No returned goods will be accepted unless the vendor's Sales Director issues written authorization in the form of a return slip. The purchaser is always responsible for the costs and risks of returns unless the vendor issues written agreement to the contrary.

**4. Delivery:** The standard delivery deadline for standard orders placed with the Order Department is five (5) working days (excluding weekends and public holidays). The vendor's delivery deadlines will be maintained as far as is possible but are given as an indication only. Delays in delivery can therefore neither lead to the refusal of the products, nor to the cancellation of the order, nor give rise to damages.

Shipping and unloading times and the time taken for delivery will be more than two (2) hours. Over two (2) hours, waiting costs will be borne by the purchaser. The service provider will be entitled to charge 45 € excl. taxes / waiting hour, with a maximum of two hours. Over this period, a new loading time will be agreed upon and the order will be increased by 45 € excl. taxes.

Special products (other than those on the standard price-list) are excluded from the standard delivery deadlines specified above.

If requested by the purchaser, the vendor may set aside one-off orders for promotional or special products only in case of firm and definitive order. The vendor will be released from its liability for the quality of the service and the purchaser will waive any subsequent claims for damages caused by any service failing to comply with the above procedure.

In the event of *force majeure*, if the vendor exceeds the delivery deadline stipulated in the present GCS, or if the order is for goods no longer included in the price list, the vendor will not be liable for damages nor may it be held responsible in any event for such situations.

**5. Logistics services:** The vendor reserves the right to adopt any "supply chain" technical improvements. Any resulting pricing advantages that the vendor may grant may be considered according to the economic benefit the new processes offer the vendor and its customers.

**6. Invoicing and Taxes:** The selling price of the goods is that in the vendor's price list minus any price reductions the vendor may grant if the required conditions are met. The purchaser will be invoiced for the goods on the basis of the rate in force on the day of delivery and that was stated on the day the order was placed. The invoice specifies the conditions of transport and payment deadlines.

The purchaser must make any claims regarding invoicing no later than fifteen (15) days after the invoices in question have been issued.

The purchaser will only definitively acquire any price reductions whatsoever granted by the vendor after all the vendor's invoices have been paid in full. The vendor will therefore be entitled to stop the payment of price reductions or to request the reimbursement thereof in the event of a default in the payment of any one invoice. In case of reimbursement of the reductions, the tax consequences will be assumed by the purchaser.

The vendor facilitates pressing of sums related to commercial disputes between the vendor and purchaser, and the purchaser will ensure that the vendor will be asked to pay all sums relative to the agreements signed between the purchaser and vendor for a given calendar year no later than March 31st of the following year.

Prices are given before tax for delivery to one and the same location in mainland Croatia, standard packing. The price is exclusive of all taxes and is subject to VAT and/or any other taxes including sales tax, production tax or transportation tax, other than a tax on vendor's profits, if applicable.

Price and delivery of Products is determined on the basis of the sum inclusive of tax that appears on the invoice. Dispatch of products outside the departure country and i) the dispatch or transportation of the Products is carried out by purchaser or on his behalf, purchaser should provide to vendor the following documents (the "Supporting Documentation"):

- Any documentation evidencing the dispatch or transportation of the Products outside of departure country in accordance with the rules in force in departure country within twenty (20) days following the collection of the Products by purchaser or on the 15th day of the following month, in case of multiple collections and;

- Any certificate of *incoterms* delivery, the written statement done by a duly empowered person acquiring the goods stating that the goods have been transported or dispatched by him or by a third party on his behalf, and referring to the Member State of destination of the goods in accordance with the rules in force in departure country has to be provided by purchaser to vendor within ten (10) days of the month following the supply.

Should purchaser fail to provide the Supporting Documentation under the aforementioned conditions and schedule and in the event that VAT would be later claimed by vendor on the sale to purchaser, this letter should, immediately upon request, pay a compensation to vendor equal to (i) the amount of VAT due, (ii) reimbursement of all penalties and interests on late payment charged to vendor for not initially applying VAT on sale or failing to provide the Supporting Documentation and (iii) a lawyer fee, if any.

**7. Conditions of payment:** Payment for the goods must be made to the vendor's registered office.

Unless agreed otherwise the vendor's invoices are payable at thirty (30) calendar days as of the invoicing date. "Payment" is understood in the present article and in effecting payment in advance is calculated on the basis of the sum inclusive of tax that appears on the invoice. Any delay in payment by the vendor reserves the right to set a ceiling on the outstanding amounts the purchaser is allowed and to make the supply of goods conditional on the presentation of a guarantee that takes consideration of any payment terms granted. Any deterioration in the payment record may at any time justify advance payment or fresh guarantees.

In the event of late payment:

- When the contract is in Croatia such is the equivalent of 40 € for each invoice is automatically due on the day after the due date (Article 13 of the Act on Financial Operations and Pre-Bankruptcy Settlement) and

- the purchaser is obligated to pay the vendor default interest for late payments at an interest rate equal to the reference rate increased by 8 percentage points (Article 12.a of the Act on Financial Operations and Pre-Bankruptcy Settlement) for the period from the due date of the invoice until the date of payment into the vendor's account. This interest on arrears is payable without any remainder being necessary and will be calculated as of the date on which payment should have been made to the vendor on the basis of the sum inclusive of tax that appears on the invoice. Any delay in payment may result in payment in cash being demanded for future orders. Unless specially agreed otherwise, the sums due as interest on arrears will be applied automatically to all discounts, rebates, rebates or department budgets due from the vendor to the purchaser.

Failure to pay an invoice on the due date will make all other sums due to the vendor payable by the purchaser.

The purchaser may not unilaterally decide to suspend payments due to the vendor or offset them against any other reduction or sum due from the vendor. Any illegal or arbitrary reduction in payment will be deemed to be a non-payment of the sums due to the vendor. The purchaser is sole responsible for accepting them, storing them and using them in compliance with the regulations. The purchaser is sole responsible for ensuring that the goods are suitable for the use for which they are intended.

Any complaint regarding the non-conformity of goods must be made thereupon and expressly confirmed by recorded delivery letter within eight (8) days of the delivery. It is expressly agreed that the vendor's guarantee is limited to replacing goods recognised as not being in conformity and excludes any further indemnity or damages.

Prior to or simultaneously to the foregoing, our technical department may at any time freely inspect the site without such inspection being considered interference capable of incurring our liability.

Vendors' liability for losses or damages caused to the customer or any third party, for any reason whatsoever, shall be limited to an aggregate amount equal to three (3) times the price of the Products from which the claim arose. The vendor shall not be liable to the customer for any immaterial or consequential damages such as loss of profits, loss of business opportunity, increase in overhead expenses or reduction of anticipated savings, even if such losses and/or increases are foreseeable.

The vendor may under no circumstance be held liable for any act of negligence or omission, whether minor or not, when using the goods, such as, for example, the failure to comply with instructions for assembly or use given on the vendor's packaging and technical sheets, the failure to comply with generally accepted good practice (*Documents Techniques Unifiés - Building Standards Documents* (DTU, CPT, etc.)), using damaged goods (goods that have passed their use-by date, have been damaged by frost, bad storage, damp, etc.).

The vendor hereby expressly reserves all rights regarding the nature of the substrates and materials on which the goods are to be used. The vendor may not be held liable for any incompatibility between them.

**10. Safety data sheets (SDS):** In compliance with the legal provisions, the safety data sheets are sent to the vendor to the purchaser by e-mail; they may be consulted on line ([www.bostik.com](http://www.bostik.com)). The purchaser must rigorously comply with the information contained in these sheets. Safety data sheets are in full compliance with REACH regulations. This compliance might involve an increase in our products' cost prices.

**11. Ethics and compliance:** Vendor encourages purchaser to run its business and perform the contract in a manner as compliant as possible with vendor's values and standards set forth in the Business Conduct & Ethics Code of Arkema (as updated from time to time) which can be found on [www.arkema.com](http://www.arkema.com). Purchaser undertakes to comply and shall cause its co-contractors to comply with (A) the provisions of the Arkema Group Anti-Corruption Policy (as updated from time to time) which can be found on [www.arkema.com](http://www.arkema.com), and more generally (B) any applicable law and regulation relating to (i) the fight against corruption and influence peddling; (ii) export control; in this respect, purchaser represents and warrants that it is fully aware of the commercial and financial export restrictions imposed on certain countries by the European Union, the United States of America and the United Nations notably, and targeting individuals, legal entities or countries ("Export Restrictions"). Purchaser undertakes to comply with Export Restrictions at all time and not to resell the Products to individuals or legal entities (including on sanctioned party lists drawn-up by the European Union, the United States of America and the United Nations notably, (iii) Human Rights and (iv) the environment. Should purchaser fail to comply with the provisions of this article, vendor may, without prejudice to any other rights or remedies it may have under these GCS or at law, terminate the contract with immediate effect. Purchaser shall defend, indemnify and hold vendor harmless from and against any claims, damages, losses, penalties, costs and expenses of any kind arising out of or in connection with a breach by purchaser and/or its co-contractors of the provisions of this article.

**12. Data protection:** Purchaser undertakes to inform his employees that their personal data will be collected and processed by vendor under these GCS. The employees' data will be used by vendor, the companies of his group and his own service providers for the purposes of managing orders, monitoring customer/prospect relationships and managing sales and promotional operations. The data involved by this processing are notably the name, surname, position and contact information of purchaser's employees. These personal data will be kept for the duration of the contract and will then be archived in accordance with applicable regulation. Only vendor's duly authorized employees will have access to personal data. Such data may be transferred to third parties for the purposes of the activities provided for in the contract. According to applicable law, purchaser's employees have the right to access their personal data, to have them rectified, to request their deletion and to object to their processing for reasons related to their personal situation, or to request the limitation of the processing. They can exercise these rights by addressing their request to [dataprotection@arkema.com](mailto:dataprotection@arkema.com). Where appropriate, purchaser's employees also have the right to file a claim in relation with the use of their personal data by contacting the relevant data protection authority.

**13. Applicable law and jurisdiction:** All sale and any related disputes are governed by the laws of the Republic of Croatia.

Any and all disputes between the vendor and the purchaser in relation to the sale of the goods, whether for damages or otherwise and regardless of the number of defendants, are subject to the jurisdiction of the courts of Zagreb.

## 1. Opća načela:

Bostik Croatia d.o.o. (u nastavku „dobraćivač“) uvijek šalje ili izdaje ove opće uvjete prodaje („OUP“) svakom kupcu kako bi mu omogućilo predaju narudžbe. Uvjeti se ne mogu odvojiti od dobroćivačevih cijena ili ponudene cijene. U skladu s člankom 251. Zakona o obveznim odnosima, ovaj OUP predstavlja temelj za poslovne pregovore. Procjena, predračun ili cjenik koje dostavi dobroćivač s prethodnjim ponudom već dokument koji nije kupca poziva na predaju narudžbe u skladu s ovim OUP-om. Ugovor nastaje prihvatom od strane dobroćivača narudžbe koju je dostavio kupac. Cijenjena da je dobroćivač predana narudžba smatra se bezuvjetnim pristankom na ove opće uvjete koje se primjenjuju bez obzira na to je li njezina odobrena suprotna onome što može biti sadržano na njegovim materijalima, te će se oni stoga smatrati ništavnima. Eventualna dobroćivačeva pisano prihvaćanje odredbi ili bilo kojeg drugog dokumenta koji izdaje kupac ne običava prevrnutivo ovog OUP-a već iz toga isključivo proizlazi dopuna tih dokumenata koja nisu obuhvaćena ovim OUP-om. Kupac neće tumačiti činjenicu da dobroćivač ne primjenjuje neke od svih OPUH uvjeta prodaje u nekom trenutku kao odricanje dobroćivača od bilo koje njihove naknade primjene.

Dobročivač može opustiti i prenijeti svoja prava i obveze temeljem dobroćivačeve narudžbe na stjecatelja cjelokupnog ili značajnog dijela poslovanja koje je osnovalo na predmet narudžbu nakon obavijesti. U tom slučaju kupac oslobođen dobroćivača od svih obveza u odnosu na narudžbu za budućnost.

## 2. Narudžbe:

Dobročivač neće prihvatiti narudžbe ispod 500 € isključujući poreze.

Narudžbe moraju sadržavati barem sljedeće podatke BOSTIKA, nazive i cijene, a inače EAN kodove. U slučaju da bilo koji od ovih podataka nedostaje, narudžba može biti uzeta u obzir samo na temelju općih podataka. Dobročivač može odbiti narudžbu bez obzira na to je li njezina odobrena suprotna onome što može biti sadržano na njegovim materijalima, te će se oni stoga smatrati ništavnima. Eventualna dobroćivačeva pisano prihvaćanje odredbi ili bilo kojeg drugog dokumenta koji izdaje kupac ne običava prevrnutivo ovog OUP-a već iz toga isključivo proizlazi dopuna tih dokumenata koja nisu obuhvaćena ovim OUP-om. Kupac neće tumačiti činjenicu da dobroćivač ne primjenjuje neke od svih OPUH uvjeta prodaje u nekom trenutku kao odricanje dobroćivača od bilo koje njihove naknade primjene.

Dobročivač može opustiti i prenijeti svoja prava i obveze temeljem dobroćivačeve narudžbe na stjecatelja cjelokupnog ili značajnog dijela poslovanja koje je osnovalo na predmet narudžbu nakon obavijesti. U tom slučaju kupac oslobođen dobroćivača od svih obveza u odnosu na narudžbu za budućnost.

Dobročivač neće prihvatiti narudžbe ispod 500 € isključujući poreze. Narudžbe moraju sadržavati barem sljedeće podatke BOSTIKA, nazive i cijene, a inače EAN kodove. U slučaju da bilo koji od ovih podataka nedostaje, narudžba može biti uzeta u obzir samo na temelju općih podataka. Dobročivač može odbiti narudžbu bez obzira na to je li njezina odobrena suprotna onome što može biti sadržano na njegovim materijalima, te će se oni stoga smatrati ništavnima. Eventualna dobroćivačeva pisano prihvaćanje odredbi ili bilo kojeg drugog dokumenta koji izdaje kupac ne običava prevrnutivo ovog OUP-a već iz toga isključivo proizlazi dopuna tih dokumenata koja nisu obuhvaćena ovim OUP-om. Kupac neće tumačiti činjenicu da dobroćivač ne primjenjuje neke od svih OPUH uvjeta prodaje u nekom trenutku kao odricanje dobroćivača od bilo koje njihove naknade primjene.

U slučaju izvanrednih narudžbi (posebno pakiranje i količine, kratki rokovi dostave, itd.) dobroćivač može pristati tek na validaciji njegovih proizvodnih kapaciteta i kapaciteta isporuke te po pisanom prihvatu narudžbe.

Dobročivač pridržava mogućnost odobrenja, odgođe ili izmjene izvršenja narudžbi u slučaju više sile ili značajnih događaja (VI) okolnosti izvan njegove kontrole koje ga sprječavaju u izvršenju narudžbe u skladu s dogovorenim uvjetima i unutar dogovorenih rokova (nedostatak sirovina, nezgoda ili bilo koji drugi događaj koji dovodi do potpuno ili djelomičnog zastoja u dobroćivačevom postrojenju ili skladištima, svaka vrsta štrajka, poremećaj u pomolu, poptava, nestanak struje i općenitije sve okolnosti koje nastupe nakon što se narudžba prihvaćena koje sprječavaju dobroćivača u izvršenju narudžbe u normalnim uvjetima).

Dobročivač strana koja se poziva na više sile oslobođa se njezinih ugovornih obveza isključivo pod uvjetom da je sprječena i sve dok je sprječena u njihovu izvršenju. Pod ovim uvjetima cijene usluga se obračunavaju isključujući slučajevite više sile.

Cijena koja je mjerodavna za narudžbu je ona koja je na snazi na dan otpreme narudžbe. Dobročivač može izmijeniti svoje cijene ovisno o gospodarskim uvjetima, posebice u slučaju variranja cijena sirovina ili logističkih troškova. Nakon primika obavijesti, kupac će imati pravo povući svoju narudžbu u roku od pet (5) radnih dana; nakon ovog roka na prodaju zahvaćenu obavješću primjenjuje se nova cijena. Nova cijena primjenjuje se na sve kupce bez ikakve ograničenja.

Sve narudžbe predane nakon primika novih cijena i za isporuku nakon datuma primjene smatraju se potpunim prihvaćanjem cijena.

Ako kupac odbije pripremu cijena koje su na snazi, narudžbe koje su u obradi automatski će se obustaviti.

Kupoprodajna cijena uzima u obzir najbližu raniju prijenosa narudžbi, uključujući EDI, i ne smiju dovesti do financijskih zahtjeva od strane kupca.

Implementacija EDI-a zahtijeva suradnju između dobroćivača i kupca kako bi se odredila definicija poruke.

Upravljanje ostacima: razmatrat će se isključivo ostaci koji se odnose na promotivne aktivnosti.

## 3. Prijelaz rizika:

Prijelaz rizika nastupa čim je roba stavljena na raspolaganje u skladu s INCOTERM-om (INCOTERMS® 2020) kako se tumače u trenutku kada dobroćivač prihvati narudžbu. Nakon što roba bude prihvaćena, kupac mora provesti sve potrebne provere količine i kakvoće robe. Kupac mora biti upoznat kada prije otpreme robe mora biti kakve i svake odgovornosti za kakvoću usluga, a kupac će se odrediti svih naknadnih potraživanja naknade štete prozračene čim se sastoji oštećenje, a koji zapisnik supotpisuje i prijaveznik. Također, kupac je dužan prijavezniku uputi pisani prigovor u vezi vidljivih oštećenja u gemtu posebice bez odgođanja, a u slučaju skrivenih oštećenja najkasnije u roku od osam (8) dana od predaje pošiljke.

Neće se prihvatiti nikakva vradena roba osim ako dobroćivačev direktor prodaje izdaje pisano ovlaštenje u obliku povratnice. Kupac je uvjiek odgovoran za troškove i rizike povrata osim ako kada dobroćivač izdaje dobročivaču pisano suglasnost.

## 4. Dostava:

Standardni dostavni rok za standardne narudžbe predane dobroćivaču je pet (5) radnih dana (isključujući vikende i državne praznike). Dobročivačev rokovi dostave održat će se koliko je moguće ali su oni isključivo indicativno. Kasnjenja u dostavi stoga neće moći dovesti do otkazivanja proizvoda niti do otkazivanja narudžbe niti iscjena potraživanja naknade štete.

Više sile običala računovodstvena obrada iznosa koji se odnose na komercijalne odnose između dobroćivača i kupca, kupac će osigurati da od dobroćivača bude zatraženo plaćanje svih iznosa, koji se odnose na ugovore potpisane između kupca i dobroćivača, u odgovarajućoj kalendarskoj godini najkasnije do 31. ožujka sljedeće godine.

Cijene su navedene prije opreozavanja za dostavu na jednu te istu lokaciju na kopnu Hrvatske, standardno pakiranje. Cijene ne uključuju nikakve poreze i pdolježbu PDV-u (V) bilo kakvim drugim porezima uključujući porez na prodaju, porez na proizvodnju ili porez na transport, osim poreza na dobroćivačevu isporuku i pripremu, ispunjenje.

**Ako i) dostava / proizvodnja isključuje PDV u državi otpreme zbog otpreme ili prijevza Proizvoda izvan države otpreme, ii) i) otpremu i prijevza Proizvoda vrsi kupac ili netko u njegovo ime, kupac treba dobroćivaču dostaviti sljedeće dokumente („Popratna dokumentacija“):**

- Svu dokumentaciju koja dokazuje otpremu ili prijevoz Proizvoda izvan države otpreme u skladu s pravilima koja su na snazi u državi otpreme u roku od dvadeset (20) dana nakon što kupac preuzme Proizvode ili 15. dana sljedećeg mjeseca u slučaju višetrukih preuzimanja, te

- U slučaju dostave unutar EMEA-a, kupac mora dobroćivaču u roku od deset (10) dana u mjesecu koji slijedi dostavi dostaviti pisano izjavu valjano odgovarajućim osobama koje je imenovao da je on ili treća osoba u njegzno ime prevezla ili otpremila robu, te navoditi državu članicu u određena robe u skladu s pravilima koja su na snazi u državi otpreme.

Ako kupac ne dostavi Popratnu dokumentaciju pod gore navedenim uvjetima i rokovima te, u slučaju da je bi kasnije potraživač PDV od dobroćivača na prodaju kupcu, potonji bi odmah na zahtjev trebao platiti naknadu dobroćivaču koja je jednaka (i) iznosu PDV-a koji se duguje, (ii) naknadni sve ugovorne kazne i kamatu na zakasnijelo plaćanje koji su obračunati dobroćivaču za to što inicijalno nije primijenio PDV na prodaju ili je propustio dostaviti Popratnu dokumentaciju te (iii) odvjetničku nagradu kao opterećenje.

## 5. Logističke usluge:

Dobročivač uvijek usvjetli bilo kakva tehnička poboljšanja „lanca opskrbe“. Sve cjenovne prednosti koje iz toga proizlaku, koje dobroćivač može dobiti, mogu se ponovno razmiriti u skladu s gospodarskom koristi koju oni postupci nude dobroćivaču i njegovim klijentima.

## 6. Ispostavljanje računa i prezi:

Kupoprodajna cijena robe je u dobroćivačevom cjeniku, umanjena za sve smanjenja cijena koja dobroćivač može dobiti ako su ispunjeni potrebni uvjeti. Kupcu će biti fakturirana roba na temelju cijene koja važi na dan dostave i koja je bila navedena na dan predaje narudžbe. Račun navodi uvjete prijevza i rokove dostave.

Kupac može sve reklamacije u odnosu na račun istaknuti najkasnije petnaest (15) dana nakon izdavanja dotičnog računa.

Kupac će ostvariti pravo na sniženje cijene koja vrste koje je dobio dobroćivač jedno i tek nakon što svi dobroćivačevi računi budu u cijelosti plaćeni. Dobročivač će stoga imati pravo ukiniti odobrenja plaćanja sniženje cijena ili tražiti nadoknadu plaćanja razlike do pune cijene u slučaju propusta u plaćanju bilo kojeg računa. U slučaju nadoknade plaćenja do pune cijene, porezne posljedice preuzima kupac.

Kako bi se osigurala računovodstvena obrada iznosa koji se odnose na komercijalne odnose između dobroćivača i kupca, kupac će osigurati da od dobroćivača bude zatraženo plaćanje svih iznosa, koji se odnose na ugovore potpisane između kupca i dobroćivača, u odgovarajućoj kalendarskoj godini najkasnije do 31. ožujka sljedeće godine.

Cijene su navedene prije opreozavanja za dostavu na jednu te istu lokaciju na kopnu Hrvatske, standardno pakiranje. Cijene ne uključuju nikakve poreze i pdolježbu PDV-u (V) bilo kakvim drugim porezima uključujući porez na prodaju, porez na proizvodnju ili porez na transport, osim poreza na dobroćivačevu isporuku i pripremu, ispunjenje.

**Ako i) dostava / proizvodnja isključuje PDV u državi otpreme zbog otpreme ili prijevza Proizvoda izvan države otpreme, ii) i) otpremu i prijevza Proizvoda vrsi kupac ili netko u njegovo ime, kupac treba dobroćivaču dostaviti sljedeće dokumente („Popratna dokumentacija“):**

- Svu dokumentaciju koja dokazuje otpremu ili prijevoz Proizvoda izvan države otpreme u skladu s pravilima koja su na snazi u državi otpreme u roku od dvadeset (20) dana nakon što kupac preuzme Proizvode ili 15. dana sljedećeg mjeseca u slučaju višetrukih preuzimanja, te

- U slučaju dostave unutar EMEA-a, kupac mora dobroćivaču u roku od deset (10) dana u mjesecu koji slijedi dostavi dostaviti pisano izjavu valjano odgovarajućim osobama koje je imenovao da je on ili treća osoba u njegzno ime prevezla ili otpremila robu, te navoditi državu članicu u određena robe u skladu s pravilima koja su na snazi u državi otpreme.

Ako kupac ne dostavi Popratnu dokumentaciju pod gore navedenim uvjetima i rokovima te, u slučaju da je bi kasnije potraživač PDV od dobroćivača na prodaju kupcu, potonji bi odmah na zahtjev trebao platiti naknadu dobroćivaču koja je jednaka (i) iznosu PDV-a koji se duguje, (ii) naknadni sve ugovorne kazne i kamatu na zakasnijelo plaćanje koji su obračunati dobroćivaču za to što inicijalno nije primijenio PDV na prodaju ili je propustio dostaviti Popratnu dokumentaciju te (iii) odvjetničku nagradu kao opterećenje.

## 7. Uvjeti plaćanja:

Plaćanje robe izvršit će se na registriranu udev dobroćivača.

Osim ako je drugačije dogovoreno, računi dobroćivača plaćaju se u roku od trideset (30) dana od datuma računa. „Plaćanje“ u smislu ovog članka uključuje isplatu iznosa koji su uključeni u račun. Kupac mora obavijestiti dobroćivača o svakom nesuglasju s računom u roku od pet (5) radnih dana od dana dostave računa.

Dobročivač zadržava pravo postaviti gornju granicu na dozvoljene nepodmirene iznose te uvjetovati dobroćivače robe predodređenim jamstva koje uzima u obzir sve odobrene uvjete plaćanja. Svako pogoršanje u evidenciji plaćanja može u bilo kojem trenutku opravdati zahtjev za avansno plaćanje ili nova jamstva.

U slučaju zakasnijelog plaćanja:

- U slučaju zakasnijelog plaćanja u protivnosti 40 € za svaki račun automatski je dospjela na dan nakon dospjelja (Članak 13. Zakona o finansijskom poslovanju i predstavljanju) nagodbi i)

- kipac je obvezan platiti dobroćivaču zakonske kamate za kasnjenje s plaćanjem po stopi koja je jednaka referentnoj stopi uvećanoj za 8 postotnih poena (Članak 12.a Zakona o finansijskom poslovanju i predstavljanju) za razdoelje od dana dospjelja računa do dana uplate na račun dobroćivača.

Ova zatezna kamata plaćanja je bez nužnosti ikakve opomene i obratnuc će se od datuma dospjelja računa. Zatezne kamate obračunavaju se na temelju dospjelja, osim ako se drugačije dogovori. Sva zatezna kamata plaćanja zahtijeva za plaćanje u gotovini za buduće narudžbe.

U slučaju kada je drugačije dogovoreno, iznos dospjelji kao zatezne kamate automatski će se primijeniti na sve postupke, poruke, rabate ili prorune odjelja dospjele od strane dobroćivača prema kupcu.

Neplaćanje računa na dan dospjelja će uiniti dospjelima sve ostale iznose prema dobroćivaču koje treba platiti kupac.

Kupac ne smije jednostrano odlučiti obavijestiti dobroćivača plaćanje dobroćivaču ili prebiti ili u bilo kojim drugim smanjenjima ili dospjelim iznosom dobroćivača. Any illegal or arbitrary reduction in payment will be deemed to be a non-payment of the sums due to the vendor. The purchaser is sole responsible for accepting them, storing them and using them in compliance with the regulations. The purchaser is sole responsible for ensuring that the goods are suitable for the use for which they are intended.

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