



GENERAL SALES AND DELIVERY CONDITIONS	OPĆI USLOVI PRODAJE I ISPORUKE
<p>of Salinen Varaždin d.o.o., with its principle office in 42000 Varaždin, Pavlinska 5, R Hrvatska, tax identification number: 54160789088</p> <p>Unless otherwise expressly agreed in writing, Salinen Varaždin d.o.o. (hereinafter: "SVZ") shall exclusively sell subject to the following sales conditions, as detailed below, which shall constitute an integral part of every purchase contract placed with SVZ, even if the Purchaser does not expressly countersign them. SVZ shall only be bound by the Purchaser's purchase conditions if it expressly acknowledges them. Failure to reject them shall under no circumstances imply agreement on the part of SVZ.</p>	<p>Tvrtke Salinen Varaždin d.o.o., sa svojim glavnim sjedištem na adresi Pavlinska 5, 42000 Varaždin, R Hrvatska, OIB 54160789088</p> <p>Osim ako nije izričito dogovoreno pisanim putem, Salinen Varaždin d.o.o. (daljnjem tekstu SVZ) prodaje isključivo pod slijedećim uslovima prodaje, kao što je detaljnije navedeno niže u tekstu, koji predstavljaju sastavni dio svakog kupoprodajnog ugovora zaključenog sa S-Varaždin, čak i kada Kupac izričito ne stavi drugi potpis. S-Varaždin će biti vezan uslovima kupovine Kupca samo ako ih isti izričito prihvati. Ako ih ne odbije to se ni pod kojim uslovima neće shvatiti kao saglasnost od strane SVZ.</p>
<p>Conclusion of a contract</p> <p>Offers made by SVZ shall essentially be non-binding and shall be subject to the present conditions. Where SVZ has made a binding offer, it shall be able to amend it within the period of validity, so long as it has not yet received a written acceptance from the Purchaser. In order to be legally effective, offers made by trade representatives working for SVZ shall</p>	<p>Zaključenje ugovora</p> <p>Ponude koje daje SVZ su u osnovu neobavezujuće i podliježu ovim uslovima. kada SVZ da obavezujuću ponudu moći će istu izmijeniti tokom roka važenja sve do prijema pisanog pristanka od strane Kupca. Da bi proizvodile pravni učinak, ponude trgovinskih predstavnika koji rade za SVZ zahtijevaju pisanu potvrdu od strane tvrtke SVZ. Isto važi za dodatne ugovore i sva druga obećanja. Narudžba na osnovu</p>



<p>require written confirmation from SVZ. The same shall apply for subsidiary agreements and any other promises. An order based on a non-binding offer shall only be deemed to be legally accepted when SVZ has confirmed its acceptance in writing. Any declaration, whereby SVZ assumes obligations or relinquishes rights, shall be in written form and shall require a legally effective signature from SVZ. This shall also apply to the declaration of intent to deviate from this written form.</p>	<p>neobavezujuće ponude se smatra pravno prihvaćenom kada tvrtka SVZ potvrdi svoje prihvaćanje pisanim putem. Svaka izjava, kojom SVZ preuzima obaveze ili odustaje od prava će biti u pisanom obliku i potreban je potpis sa pravnim učinkom od strane tvrtke SVZ. Ovo se takođe primjenjuje na izjavu o namjeri da se odstupi od pisane forme.</p>
<p>Prices</p> <p>Unless otherwise agreed, prices shall be FCA sellers warehouse, Čakovec (Incoterms 2010). In each case, the accepted offer shall apply.</p>	<p>Cijene</p> <p>Ako nije drugačije dogovoreno, cijene su FCA skladište prodavatelja, Čakovec, (Incoterms 2010). U svakom slučaju, primenjuje se prihvaćena ponuda.</p>
<p>Delivery</p> <p>Unless otherwise agreed in writing, delivery shall be FCA sellers warehouse, Čakovec (Incoterms 2010). In case a different parity is agreed, any stated delivery periods and dates are subject to alteration and shall thus not be legally binding. Therefore, claims for damages of any kind and appeals against delivery deadlines shall be excluded. Where SVZ is the freight payer, the choice of transport means shall be at its own discretion. Agreed deliveries that</p>	<p>Isporuka</p> <p>Ako nije drugačije dogovoreno pisanim putem, isporuka je FCA skladište prodavatelja Čakovec, (Incoterms 2010). U slučaju da je dogovoren drugačiji paritet, svi navedeni rokovi isporuke i datumi su podložni izmjenama i stoga neće biti pravno obavezujući. Zato se zahtjevi za naknadu štete bilo koje vrste i žalbe na rokove isporuke isključuju. Kada SVZ plaća troškove pošiljke, izbor transporta će biti po vlastitom izboru prodavatelja. Dogovorene isporuke koje se ne mogu izvršiti ili se ne mogu izvršiti odmah zbog nepredviđenih</p>



cannot be fulfilled or cannot be fulfilled promptly due to unforeseen circumstances or events beyond SVZ's control, shall be regarded as suspended. SVZ shall inform the Purchaser immediately of the occurrence of such an event, with provision of the internationally accepted proofs and – if the delivery is merely delayed – shall specify a new delivery date. In such cases, SVZ shall not be liable for the consequences of non-fulfilment or delay. If only partial deliveries are affected, the rest of the contract shall continue to stand.

Complaints

The operative time for the contractual condition of the goods shall be the time they leave the SVZ enterprise.

Complaints shall only be legally effective if they are lodged in writing immediately after delivery of the goods. Complaints shall be time-barred at the latest one month after SVZ has rejected the complaints in writing. If complaints are found to be justified, SVZ shall have the option either to replace the goods free of charge or to agree to the Customer's request for a price reduction. However, under no circumstances shall SVZ be held liable for damages incurred by its customers or a third party, resulting from goods it has supplied. The only exception shall be personal damages where gross negligence on the part of SVZ has been proven. However, this exception shall not include

okolnosti ili događaja izvan kontrole tvrtke SVZ, smatrati će se obustavljenim. SVZ obavještava odmah Kupca o nastanku takvog događaja, uz dostavu međunarodno prihvaćenih dokaza i – ukoliko isporuka samo kasni – određuje novi datum isporuke. U takvim slučajevima, preduzeće SVZ nije odgovorno za posljedice neispunjavanja ili kašnjenja. Ako su pogođene samo djelimične isporuke, ostatak ugovora ostaje na snazi.

Prigovori

Operativno vrijeme za ugovoreno stanje robe je vrijeme kada roba napusti skladište tvrtke SVZ.

Prigovori će imati pravni učinak samo ako su podneseni u pisanom obliku odmah nakon isporuke robe. Prigovori zastarjevaju najkasnije mjesec dana nakon što SVZ odbije prigovore pisanim putem. Ako se utvrdi da su prigovori opravdani, SVZ ima mogućnost ili da zamijeni robu besplatno ili da pristane na zahtev Klijenta da smanji cijenu. Međutim, ni pod kojim uslovima SVZ neće biti odgovoran za štetu koju su pretrpjeli njegovi Kupci ili treće lice koja je nastala od isporučene robe. Jedini izuzetak su lične štete kod kojih je dokazana gruba nepažnja od strane SVZ. Međutim, ovaj izuzetak ne isključuje prigovore po osnovu Zakona o zaštiti potrošača i materijalnu štetu koju pretrpi potrošač u smislu

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claims under the Consumer Protection Law for personal and material damages suffered by a consumer within the meaning of the said act. The Purchaser shall pass on these restrictions to every additional contractual partner involved in the production or sales chain, to the benefit of SVZ, and shall require them to do the same. Any party that breaches this contractual obligation shall be liable to pay damages to SVZ. The Purchaser shall hold SVZ harmless relative to any and all related third-party claims.

Retention of title

Pursuant to Article 540 of the Law on Obligations, SVZ retains ownership of the delivered goods (conditional goods) even after handing over the goods to the Purchaser, until the Purchaser pays the price in full, and pursuant to Article 541 of the Law on Obligations the risk of accidental loss or damage shall borne by the Purchaser from the moment the item is handed over to it. The Purchaser shall only be entitled to sell the conditional goods in the normal course of business, under its standard business conditions and so long as it is not in arrears, albeit on the precondition that it agrees a retention of title agreement with its customer and that – as described below – the amounts receivable from resale are transferred to SVZ by way of payment. In the event of resale, SVZ's retention of title shall only lapse on payment of the purchase price by the Purchaser's customer. The Purchaser shall not be entitled to dispose of the

pomenutog zakona. Kupac prenosi ove restrikcije na svakog dodatnog ugovornog partnera uključenog u proizvodni ili prodajni lanac, u korist preduzeća SVZ, i zahtijevaće od njih da učine isto. Svaka strana koja prekrši ovu ugovornu obavezu biće odgovorna za plaćanje naknade štete tvrtki SVZ. Kupac će osloboditi odgovornosti tvrtku SVZ u odnosu na bilo koje prigovore trećih lica.

Zadržavanje prava

Shodno članu 540 Zakona o obligacionim odnosima SVZ zadržava pravo vlasništva na isporučenoj robi (uslovna roba) i poslije predaje stvari kupcu, sve dok kupac ne isplati cijenu u potpunosti, a shodno članu 541. Zakona o obligacionim odnosima rizik slučajne propasti ili oštećenja stvari snosi kupac od trenutka kad mu je stvar predata. Kupac samo ima pravo prodati uslovnu robu u regularnom toku poslovanja, pod svojim standardnim uslovima poslovanja i sve dok nije u kašnjenju, bez obzira na preduslov da je suglasan sa zadržavanjem prava vlasništva sa svojim kupcem i da – kako je opisano niže – iznosi za naplatu od preprodaje se prenose na SVZ putem plaćanja. U slučaju preprodaje, zadržavanje prava tvrtke SVZ se odnosi samo na plaćanje kupoprodajne cijene od strane kupčevog klijenta. Kupac nema pravo raspolagati uslovnom robom na bilo koji drugi način. Kupčev iznos koji potražuje od preprodaje uslovne robe se u ovom trenutku prenosi na SVZ, putem plaćanja. To služi kao osiguranje robe

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<p>conditional goods in any other way. The Purchaser's amounts receivable from resale of the conditional goods shall be transferred to SVZ at this point, by way of payment. They shall serve to secure the goods subject to retention to the same extent as the conditional goods. If the Purchaser sells the conditional goods together with other goods not sold by SVZ, then the transfer of the amounts receivable from resale shall only equate to the invoiced value of the relevant conditional goods sold by SVZ. The Purchaser shall reimburse SVZ with any legal costs incurred.</p>	<p>koja podleže zadržavanju u istoj mjeri kao uslovna roba. Ukoliko Kupac proda robu zajedno sa drugom robom koju ne prodaje SVZ, onda se prijenos iznosa potraživanja od preprodaje samo izjednačava sa fakturiranom vrijednošću relevantne uslovne robe koju prodaje SVZ. Kupac će nadoknaditi sve nastale pravne troškove tvrtki SVZ.</p>
<p>Non-fulfilment</p> <p>Any breach of the agreements made shall entitle SVZ to withdraw from the contract. The Purchaser shall bear the costs of return of the goods and shall also be liable to SVZ for any damages arising from breach of the agreements made.</p>	<p>Neispunjenje</p> <p>Svako kršenjem zaključenih ugovora daje pravo tvrtki SVZ da odustane od ugovora. Kupac snosi troškove vraćanja robe a takođe je odgovoran tvrtki SVZ za svaku štetu koja nastane usljed kršenja zaključenih ugovora.</p>
<p>Terms of Payment</p>	<p>Uslovi plaćanja</p>



<p>Unless otherwise separately agreed, SVZ's invoices shall be due for payment on receipt, without deduction. Any change to the bank details given on the related invoice must be agreed in writing. electronic correspondence (e.g. email, fax) shall not fulfil the requirement for written form. Pursuant to the Law on Default Interest Rate, which was published in the "Official Gazette" no. 94/04 and 35/05 of year 2008, it is stipulated that the Debtor in delay with fulfilment of the monetary obligation, in addition to the principal, owes default interest to the debt prior to the date of payment at the rate stipulated by this Law. Default interest rate to the amount of debt in HRK shall be determined on annual basis in the amount of the reference interest rate of the Croatian National Bank increased by eight percentage points and the debtor's obligation to reimburse the necessary costs of expedient, out-of-court debt collection shall be regarded as agreed. Bills of exchange and cheques shall be deemed to be accepted only on account of performance. Irrespective of any dedication indicated, incoming customer payments shall always be booked against the longest due receivables.</p>	<p>Ako drugačije nije dogovoreno, fakture preduzeća SVZ dospijevaju na naplatu po prijemu, bez umanjenja. Svaka izmjena bankovnih podataka na odnosnoj fakturi mora biti dogovorena pisanim putem. Elektronička prepiska (npr. e-mail, faks) ne ispunjava uslov za pisanu formu. Shodno Zakonu o zateznoj kamati koj je objavljen u "Službenom listu", br. 94/04 i 35/05 2008. godine, predviđeno je da dužnik koji zakasni sa ispunjenjem novčane obaveze, pored glavnice, duguje i zateznu kamatu na iznos duga do dana isplate, i to po stopi utvrđenoj ovim zakonom. Stopa zatezne kamate, na iznos duga koji glasi na kune, utvrđuje se na godišnjem nivou u visini referentne kamatne stope Hrvatske Narodne Banke uvećane za osam posto i obaveza je dužnika da nadoknadi potrebne troškove sredstava te naplate vansudskih troškova. Mjenice, zadužnice i čekovi se smatraju prihvaćenim samo zbog izvršenja. Bez obzira na bilo kakvu navedenu namenu, dolazne uplate kupca se uvek knjiže na konto najdužih potraživanja.</p>
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<p>Court of jurisdiction</p> <p>For domestic transactions and transactions that fall within the scope of the Lugano Convention, other international treaties on jurisdiction and enforcement or relevant EU Directives (Brussels Regulation): the competent court in Varaždin, shall have exclusive jurisdiction.</p> <p>For all other foreign transactions: for all other disputes or claims arising from or associated with this contract, including disputes about the validity, infringement, dissolution or nullity of the same, the competent court in Varaždin, Croatia, shall likewise have exclusive jurisdiction. However, SVZ shall have the option to file a suit to the competent court with jurisdiction on the basis of the Purchaser's legal seat. Only in the case of a separate written agreement between SVZ and the Purchaser, shall the arbitration and mediation regulations of an applicable international arbitration court- which has to be agreed in written - get valid.</p> <p>Legal arrangement</p> <p>Croatian law shall exclusively apply.</p>	<p>Nadležni sud</p> <p>Za domaće transakcije i transakcije koje spadaju u okvir Luganske Konvencije, ostalih međunarodnih ugovora o nadležnosti i izvršenju ili relevantnih EU direktiva (Briselska uredba): isključivo je nadležan sud u Varaždinu.</p> <p>Za sve ostale inozemne transakcije, za sve ostale sporove ili tužbe proistekle iz ovog ugovora, uključujući sporove o važenju, kršenju, raskidu ili ništavosti istog, isključivu nadležnost će takođe imati nadležni sud u Varaždinu. Međutim, SVZ ima mogućnost podneti tužbu nadležnom sudu koji je nadležan na osnovu pravnog sjedišta Kupca. Samo u slučaju posebnog pisanog sporazuma između tvrtke SVZ i Kupca će važiti propisi o arbitraži i medijaciji odgovarajućeg međunarodnog arbitražnog suda – o čemu je dogovoreno pisanim putem.</p> <p>Mjerodavno pravo</p> <p>Isključivo se primenjuju hrvatski zakoni.</p>
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<p>Partial legal ineffectiveness</p> <p>Partial legal ineffectiveness shall not affect the validity of the rest of the contract.</p> <p>Amendments</p> <p>In order to be valid, any changes to the contractual conditions shall require the express written confirmation of both contractual parties.</p>	<p>Salvatorna klauzula</p> <p>Ukoliko postoji djelimično pravno nevaženje isto neće utjecati na važenje preostalog dijela ugovora.</p> <p>Izmjene i dopune</p> <p>Da bi bila važeća, sva promjena ugovornih uslova zahtjeva izričitu pisanu potvrdu obje Ugovorne strane.</p>
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