

GENERAL SALES CONDITIONS

1 – Application of the General Sales Conditions

1.1 The hereby reported General Sales Conditions apply to all Product sales between Bomark Pak d.o.o. (later referred as „the Seller“) and the Buyer and prevail on possible purchase conditions set forth by the Buyer.

1.2 Should a business agreement and/or any single sales agreements of the Product be already existent between the parties, these General Conditions will constitute an integration to all previous agreements and /or single sales agreements of the Product between the Seller and the Buyer.

1.3 Any change or addition to these General Sales Conditions will be valid and effective between the Parties, only if written and signed by the Seller.

2 – Conclusion of the agreement

2.1 The sales agreement is to be considered concluded upon receipt of the order confirmation sent by the Seller via email of the order issued by the Buyer. The buyer has the faculty to withdraw within 48 hours from receiving such confirmation. After said period, the agreement will be deemed accepted in all its parts.

2.2 The shipping, transport or pick-up conditions of the products, and also the payment terms, will be agreed upon from time to time with the Buyer and indicated in the Order Confirmation.

2.3 Specific clauses aside, the delivery time specified in the Order Confirmation is to be considered purely indicative and not binding. Therefore, any delay on delivery time will not produce in favor of the Buyer any right to refund direct or indirect damages or rescission of the contract.

3 – Prices and invoicing

3.1 Our prices will be subject to validity indicated on the Offer.

3.2 In any case, the price that will be indicated on the Order Confirmation sent to the Buyer via email shall be taken into consideration as the valid one.

3.3 Depending on the prices and payment conditions indicated in the Order Confirmation, the Seller will issue the Invoice that will be sent to the Buyer in accordance with the Law.

4 – Lack of payment

4.1 In case of payment delay, the Buyer shall pay the default interests according to the terms set forth by Law, starting from the expiry date of the agreed term.

4.2 In case of repeated delay of the Buyer in issuing payments, the Seller will decide whether to proceed with the production of the standing Order, and to request refund for damages, except for what foreseen in the following article 5.

5- Retention of title

5.1 The delivered goods will remain property of the Seller until the payment is issued in full, even in the case of claim or any other legal reason.

5.2 In case of lack of payment, even for just one “past due” invoice, the Seller can recover its goods and will retain possible advanced payments as damage and interest.

5.3 The risks of rupture and/or decay of the Product are transferred to the Buyer upon delivery, therefore the Buyer shall preserve the Product with due diligence and always according to the Rules of Use and Storage redacted by the Seller.

5.4. The Sellers products subject to retention of title may neither be pledged to third parties nor assigned as collateral before the full payment of the secured claims. As long as title to products supplied by the Seller has not passed, the Buyer shall notify the Seller immediately of any seizure or other intervention by a third party with regard to the Sellers products that are subject to retention of title. Furthermore, the Buyer shall notify such third parties without delay that the Sellers products subject to retention of title are owned by the Seller . The Buyer shall also be obliged to provide the Seller with any information and documents that may be necessary to institute, pursuant to Section 771 of the German Code of Civil Procedure (ZPO), third-party proceedings to prevent the execution of a judgement. In so far as the third party is unable to reimburse the Seller for any judicial and extra-judicial costs arising from such an action in accordance with Section 771 ZPO, the customer shall be liable for any loss incurred by the Seller

5.5. If the Buyer is in breach of the contract, particularly in the event of non-payment of the purchase price, the Seller shall have the right to withdraw from the contract in accordance with statutory provisions and/or demand the surrender of the Sellers products subject to retention of title on the basis of such retention of title. A demand for the surrender of the products shall not constitute a withdrawal from the contract; rather, the Seller shall have the right to only demand the surrender of the Sellers products and reserve the right to withdraw from the contract. In the event that the customer does not pay the due purchase price, the Seller may only assert such rights after having unsuccessfully set a reasonable deadline for the payment or if the setting of such a deadline is not required under the applicable law.

5.6. The Buyer shall be entitled to sell and/or process the Sellers products subject to retention of title in the ordinary course of business. In this case, the following additional provisions shall apply:

a) The retention of title extends to the full value of any product resulting from the processing, mixing or combination with the Sellers products, with the Seller being deemed the manufacturer. Where after the processing, mixing or combination with goods of a third party, the title remains with such third party, the Seller shall acquire co-ownership in the processed, mixed or combined product in proportion to its invoiced value. Otherwise, the resultant goods shall be subject to the same terms and conditions applicable to the Sellers products delivered under retention of title.

b) By way of security, the Buyer shall hereby assign to the Seller, either in full or to the extent of any co-ownership of the Sellers in accordance with indent a) above, any claims against third parties resulting from the resale of the Sellers products subject to retention of title or of the resultant goods. The Seller shall accept such assignment. The obligations of the Buyer mentioned above shall also apply in respect of the assigned claims.

c) The Buyer shall, in addition to the Seller, remain entitled to collect such claims. The Seller undertakes not to collect any claims, provided the customer meets his payment obligations towards The Seller, does not default on payment, no application for the opening of insolvency proceedings have been filed, and his performance capacity is not impaired in any other way. In any such case, the Seller may require the customer to inform the Seller of any claims assigned and the names of their debtors, to provide all information necessary for their collection, to submit all relevant documents and to notify the debtors (third parties) of the assignment.

5.7. Upon request, the Seller shall release, at its own discretion, the goods delivered under retention of title and any items or claims replacing them, in so far as their value exceeds the amount of secured claims permanently by 10%.

6 - Claims

6.1 The Buyer, upon delivery, is required to carefully examine the received products and to immediately notify the Seller obvious defects (e.g. broken, deformed packaging, wet goods ...) by making a note on the delivery documents (DN or CMR) and forwarding an email to the relevant sales department (on special forms to be requested from our sales dept.). In case the Buyer does not issue any notice according to the above mentioned indications, the Products will be deemed as accepted and compliant with the indications contained in the Order Confirmation, all the while with the possibility of still claiming possible hidden defects according to the terms specified by law, provided that said claim is done in writing according to the specifications above.

6.2 The Products object of claim shall be preserved with due diligence according to the "Rules of use and storage" supplied by the Seller and be available to the Seller for examination and to perform the necessary controls. The Product being returned will be accepted only upon written authorization by the Seller.

6.3 After receiving the returned product the Seller, at its discretion will replace the faulty Products or refund the amount paid by the Buyer to purchase them.

6.4 The products purchased through special offers or promotions can be subject to Specific Sales Conditions. In case of claim, said conditions will prevail on the General Sales Conditions.

6.5 In case of a claim, recognized or not by the Seller, the Buyer cannot delay any payment or partially pay other invoices that are not subject of the claim. Not only, the Seller doesn't accept either administrative fees or legal costs or any other costs, such as costs due to stops in the production process.

7-Terms of use and disclaimer

7.1 The Seller produces and sells polyethylene stretch film for industrial packaging. The Seller is not liable for any damages, direct or indirect, to people or things or animals deriving from improper use of the product or above to its technical characteristics.

7.2 The Seller declares that the Products are sold and labelled in accordance with the legal provisions currently in force in the country of production. The label is affixed to the pallet and indicates, with alpha numeric coding in accordance with Decision 129/97, the specific material of the packaging. Any other requirements regarding environmental labelling must be expressed by the purchaser prior to purchase.

8- Information indicated on the company's website

8.1 The information published on the Seller website (technical data, photographs, texts, images, etc.) are merely indicative and not legally binding, except for the pages concerning the General Sales Conditions. All the information published on the Seller website is subject to Copyright.

9- Applicable law and language (for sales abroad)

9.1 For whatever is not explicitly regulated by these General Sales Conditions or single sales agreements, applicable laws of the Seller Country will be applied on the subject.

9.2 Possible controversies arising from the application of the General Sales Conditions or interpretation of the single sales agreements will be regulated by applicable laws of the Seller Country.

9.3 The language regulating these General Sales Conditions is Croatian, despite any translation in another language. In case of difference between the Croatian text and the translated text, the

parties agree that the Croatian text will prevail and will be the official document used to interpret these General Sales Conditions.

10 - Competent court

10.1 All controversies that may arise concerning the sales agreement between Bomark Pak d.o.o. and the Buyer, including those concerning the validity, interpretation, execution, and resolution will be referred to the exclusive jurisdiction respectively of the Court of Varaždin, (Croatia, EC) or other jurisdiction's venue that the Seller may reserve to select.



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