

General Delivery and Payment Terms

1. Scope of application

These delivery and payment terms apply to all business transactions with the buyer, even if no reference is made to them in later transactions. Buyer's conditions of purchase will apply only in case we have explicitly consented thereto in writing. These delivery and payment terms do not apply to citizens.

2. Conclusion of the contract, characteristics of the goods

Our offers are not binding. Contracts will only be made through our written order confirmation, which shall determine the terms of the contract. If we do not confirm an order, the delivery contract is deemed to have been made upon delivery by us. Descriptions and illustrations of our products shall only be looked upon as approximations. We reserve the right to make alterations to our products prior to delivery, in particular technical changes made in the course of our regular updating of products, which, however, may not affect the main characteristics of the products.

3. Exclusion of cancellation and return deliveries

The cancellation or amendment of contracts, once concluded, shall require our express consent. The return of delivered goods requires our prior written consent.

4. Passage of risk, transport

Delivery shall be made in line with the INCOTERMS clause as agreed upon.

5. Part deliveries

We are entitled to execute orders in part deliveries, which shall be treated as independent deliveries and which must be paid for separately within the payment terms named in sec. 8. If payment for a part delivery is delayed, we can suspend execution of the remainder of the order.

6. Delivery period

The delivery period is agreed individually and is indicated on the order confirmation. The delivery period commences on the date of our order confirmation, however not before all the details of the order have been clarified, in particular not before the buyer has furnished all the documents, permits and releases required, and not before receipt of an agreed down payment. The delivery period is met if, by the time at which it lapses, the goods have been shipped or notification has been given that they are ready for shipment. If delivery is made impracticable by force majeure, then the delivery date will be extended automatically by the time of the event constituting force majeure, plus an appropriate start-up period. Unforeseeable circumstances which make delivery unreasonably difficult or impossible for us, such as delays in delivery by suppliers, labor disputes, acts of authority, raw material or energy shortages, plant and transport interruptions of all kinds, etc., shall have the same effects as force majeure. If these circumstances last more than four months, we have the right to rescind the contract. At the buyer's request, we shall state whether we wish to do the later or to deliver the goods within a reasonable period of time to be determined by us. The buyer shall not be entitled to claim damages in the said case. If we are responsible for exceeding a delivery deadline, we shall nevertheless not be in default in case the delivery of the goods is made within an additional period of 2 calendar weeks. Following this the buyer may rescind the contract. Claims of the buyer for damages may amount up to 5 % of the value of the outstanding shipment at the most.

7. Price

The buyer must pay the price according to the offer valid on the day of the order confirmation, unless otherwise agreed in individual cases. If the delivery period is longer than 2 months starting of the date of our order confirmation, we can charge the list price valid on the delivery date. Our prices are in HRK for domestic buyers and in EURO for foreign buyers.

8. Payment

Unless agreed upon differently in writing, our invoices are payable within 30 days from the invoice date. Payments will always settle the oldest invoice. We are not obliged to accept bills of exchange or promissory notes. All payments must be effected free of charges for us. Bank charges, discount charges and collection charges shall be borne by the buyer, even without express agreement to this effect. If the payment date has expired, we are entitled to charge statutory interest for default according to Croatian laws. If after conclusion of the contract, the buyer's financial situation is materially impaired, or if any earlier impairment of the buyer's financial situation does not become known to us until after conclusion of the contract, we are entitled to request either advances or the grant of a proper security interest, whichever we wish. If this request is not met, we have right, after expiry of a reasonable period of grace, to withhold performance of the contract. The buyer cannot offset a counter-claim which is disputed by us and which has not become *res iudicata*, nor may he, in respect of such a counter-claim, exercise any right of retention. Payments made to our representatives or employees shall only be effective if a written authority to collect is submitted.

9. Special Productions

Where products are manufactured by us according to the buyer's requirements, specifications, etc. the buyer shall bear sole responsibility for the correctness of the said requirements and specifications. He shall indemnify us against all claims made against us, or against a firm called upon by us, on the basis of industrial property rights or copyrights. With products made to order, delivery quantities which deviate by + or - 10 % from the quantity agreed shall be deemed to conform to the contract. Our purchase price claim shall increase or decrease accordingly. The details of these orders must be agreed separately.

Where products are manufactured by us that will be part of the buyer's production set, system or similar, and that will be distributed on the market by the buyer, the buyer shall bear responsibility for the product labelling within the system is complying with legal regulations.

10. Reservation of ownership

The goods delivered will remain our property until the buyer has paid all claims which we have against him now and in the future. The buyer shall at the seller's request conclude a separate agreement on the retention of ownership title on which a notary shall certify the signatures. The buyer may in the ordinary course of business process, assemble and sell the goods to which we retain title unless he is in default with or has discontinued payments. He may not pledge, nor create any security interests in the goods. If the buyer sells any of the goods to which we retain title, then he here and now, and until such time as all our claims against him have been paid, assigns to us his rights against his customers from the sales, together with all ancillary rights, security interests and reservations of title.

If in case of export transactions and at the place of the goods' destination, special measures are required for the reservation of title or the assignment to be effective, the buyer must give us notice thereof and must take said measures at his own cost. If, at the place in question, a reservation of title and / or any of the above-mentioned rights are not possible, the buyer must at his own expense make every effort to confer upon us those security interests in the goods delivered which most resemble these rights, or some other appropriate security interest.

11. Defects

We are only liable for defects in our goods if the buyer notifies us in writing thereof without delay, at the latest 3 days after receipt of the goods in the case of open defects. We are not liable for defects that are not notified within the deadlines mentioned above. Our liability is either limited to the removal of defects or to a free of cost replacement of defective goods. Upon request, the defective goods or a sample thereof are to be sent to us first for examination. If it is not possible to deliver defect-free replacements, if we refuse to perform or if there are special circumstances which, after taking both parties' mutual interests into consideration, justify the immediate enforcement of further legal remedies, or if a reasonable deadline set by the buyer for improvement has expired without result, the buyer is then entitled to rescind the contract or demand a reduction of the price. Any warranty claim of the buyer in regard to defects of quality is subject to a period of limitation of 1 year. The time limitation starts on delivery of the goods.

12. Claims for damages

Claims of the buyer for damages resulting from a breach of duty, from tort or for other reasons are excluded unless this is based on intent, gross negligence or if we are liable in accordance with the provisions regarding the product liability in the Civil Obligation Act or we are responsible for culpable damage which resulted in loss of life, personal injury or damage to health. In all cases claims for damage are restricted to typical foreseeable damage. In case Kelteks is none or limited liable in accordance with the above paragraph, any Kelteks employee, representative and fellow servant is none or limited liable as well.

13. Applicable law, place of performance, legal venue

The legal relations between the buyer and ourselves shall be governed exclusively by the laws of the Republic of Croatia. The place of performance for the performances of both contracting parties is Karlovac, Republic of Croatia. All disputes arising out of or in connection with these delivery and payment terms shall be settled exclusively by the courts having jurisdiction over Karlovac in the Republic of Croatia. Alternatively, we have the right to file a suit at the buyer's principal place of business or seat.