



**solidian**



**kelteks**

# GENERAL TERMS AND CONDITIONS OF PROCUREMENT OF KELTEKS d.o.o. KARLOVAC

## **1. General**

These general terms and conditions of procurement apply to all orders issued by KELTEKS d.o.o. from Karlovac, Ul. dr. Slavka Rozgaja 3 (hereinafter: the client) to its suppliers, i.e. procurement contracts that the client enters into with suppliers, unless otherwise set out by the order or the contract.

## **2. Offers**

**(1)** Each supplier shall follow the client's instructions and, in case of any deviation from them, explicitly indicate it to the client and request confirmation for each deviation.

**(2)** The preparation of an offer is free of charge and in no way binds the client.

## **3. Orders, contracts**

**(1)** Orders or contracts are valid only if in writing. The supplier is obligated to confirm the order or contract in writing, no later than two working days after receiving the order/contract. Any change in the confirmation shall mean that the issued order/contract is no longer valid and is considered a new offer of the supplier. If the supplier has not rejected the order or made a remark in a written statement, the order shall be considered accepted in accordance with the client's terms after the deadline.

**(2)** The issued order or contract shall be considered a trade secret and shall not be partially or fully disclosed to any third party without a written consent of the client.

The supplier is expressly responsible for the orders and services of its subcontractors and subsuppliers and guarantees their execution.

**(3)** If additional approvals or a consent of a third party are necessary for the issuance of the order, the supplier shall provide them in a timely manner.

**(4)** It is necessary to comply with all applicable EU guidelines regarding quality, regulations or other conditions related to products, e.g. regarding CE markings, and in case of inapplicability of EU standards, compliance with relevant national or international legal regulations is mandatory.

The supplier shall issue a proof or declaration of origin of the goods. Unless otherwise defined in the contract, deliveries coming from non-EU countries must comply with the rules on the origin of goods of the relevant preferential agreement with the EU.

**(5)** If the terms of delivery are stated on the order, they must comply with the applicable INCOTERMS provisions.

## **4. Special provisions for the delivery of hardware and software**

**(1)** The supplier warrants that the delivered hardware and software do not contain any equipment for copying data, programmed locking of the program code, as well as other restrictions in use, and that they are free from the rights of third parties. The delivery must contain complete documentation in the language of the country in which the delivery is made, and if that is not possible, English shall be considered.

**(2)** The Supplier grants the client and transferable right unlimited by time and space to use the delivered software. The supplier shall also provide the client with hardware and software maintenance services during a period of 5 years after the service has been performed (unless otherwise agreed in the contract) and inform them on their new versions.

## **5. Prices**

The prices specified in the order/contract are binding and deviations are not possible without a written consent of the client. Unless otherwise stated in the order, the price includes the packaged product and INCOTERMS parity DAP.

## **6. Delivery**

(1) The delivery deadline specified in the order/contract is binding and starts from the date of the order confirmation. For any deviation from the contract deadline, the supplier must obtain written consent from the customer.

(2) In the event of a delay in delivery, the client has the right to deviate from the contract or charge penalties amounting to 1% for each day of delay, i.e. a maximum of 10% of the value of the order/contract.

(3) Partial deliveries shall not be allowed unless agreed in advance.

(4) Dangerous products shall be packaged, labelled and delivered at the expense of the supplier, in accordance with the applicable national and international standards.

(5) The supplier shall take over the cost of return packaging used in the delivery.

(6) The supplier shall be responsible for compliance with the terms of delivery by its sub-suppliers and carriers. Shipments that cannot be accepted due to non-compliance with these regulations shall be at the expense of the supplier.

## **7. Bills of lading, invoices**

(1) The goods shall always be accompanied by a bill of lading stating the order number. When using ship transport, the name of the shipping company and the ship shall be stated on the shipping documents, and all shipping documentation shall be sent to the client by e-mail.

(2) Invoices may or may not be enclosed with the goods. The order number shall be stated on the invoice. For deliveries within the EU, each invoice shall contain the statistical number of the goods (HS), the weight of the goods, and the tax numbers of the client and the supplier.

(3) The goods shall also be accompanied by proof of the origin of the goods.

## **8. Receipt goods**

Receipt of goods is possible only within the client's working hours, Monday-Thursday, 7 a.m. to 2 p.m. In exceptional cases, it is possible to unload goods outside the above, but only with prior agreement with the client.

## **9. Invoicing**

Invoicing is performed per individual order/contract. Attached to each invoice are bills of lading signed by the responsible person of the client who received the goods. In the case of partial deliveries, the entire invoice is issued after the last partial delivery, unless otherwise agreed in the order/contract.

## **10. Payment**

(1) The payment deadline shall commence on the specified date, not before the receipt of the goods and the invoice and the fulfilment of the conditions for CE marking and the Declaration of Conformity. In the event of a complaint, the payment deadline shall commence after its resolution.

(2) Unless otherwise agreed, the payment deadline shall be 60 days.

## **11. Quality**

The quality of the delivered goods shall be defined by the order/contract, which will also state the relevant documentation, standards and technical descriptions of the goods that the supplier must comply with when implementing the order/contract. In the event that the quality standards are not specifically defined, the subject of delivery must meet the usual conditions and standards of commercial quality.

## **12. Complaints regarding quantity and quality**

**(1)** If they have an objection to the delivered quantity, the client undertakes to complain about it immediately, i.e. no later than within 5 working days after the receipt of the goods.

In the event of a complaint regarding the quality of the delivered goods, the client undertakes to complain about it immediately after the detection, but no later than 3 months after receiving the goods. For each complaint received, the supplier shall rectify the defects or replace them with a new product at their own expense as soon as possible, and no later than 30 days from the date of the complaint.

**(2)** If the defects in the ordered goods are not detected before the processing, i.e. production (hidden defect), in addition to compensation, the client shall be entitled to demand compensation for all costs arising from the application of the damaged goods (ordinary damage, lost profit and non-material damage).

## **13. Deviation from the contract**

In the event that the supplier withdraws from the contract through their own fault, and the reason for this is not force majeure (bankruptcy, political unrest, natural disasters), such conduct causes direct damage to the client. In this case, the supplier shall bear the costs of alternative procurement and compensate for all such damage (ordinary damage, lost profit, and non-material damage).

## **14. Technical documentation, instructions, specifications**

**(1)** Together with the subject of delivery, the supplier shall submit all necessary documents, instructions, drawings, and other documentation that enables the client to properly use, install, set up, maintain, repair, put into operation, and check the ordered goods.

**(2)** The accessories, films, printed material, drawings, approvals and other equipment that the supplier produces or procures exclusively to be able to carry out the order/contract become the property of the client no later than upon the payment, even when they remain in the possession of the supplier. The supplier shall deliver these items at the client's request.

**(3)** All documents and equipment made available to the supplier to be able to produce the delivery item shall remain the property of the client. The supplier may not use them for other purposes, reproduce or make them available to third parties. At the request of the client, the supplier shall deliver them with all their copies.

**(4)** If there is a list of spare parts, the supplier shall deliver it to the client in the language of the client's country, and if this is not possible, then in English or German, no later than until the delivery.

**(5)** The supplier shall provide and deliver the TDS and MSDS for the goods if the client requests so, in the client's language and/or in English.

## **15. General working conditions for services**

**(1)** The performance of works may start only after prior agreement with the client's person in charge. The contractor shall respect the legislation of the Republic of Croatia and the usual economic practice, as well as all instructions received from the client. Works may only be performed by qualified employees or subcontractors.

**(2)** The contractor undertakes to follow the principles of safe work and to use protective equipment. The contractor shall adequately protect and mark the working area. When performing work at height, the contractor shall prevent the movement of persons below the work area, adequately protect the area, and mark and ensure safe lifting and transfer of cargo. After completing the work, the contractor shall remove all markings, clean the area, install functional safety devices and protections, and in case of an intervention with electrical devices, they must close and lock the switchgear doors.

## 16. Environmental protection area

All waste generated during the execution of works must be collected and disposed of by the contractor in accordance with applicable legislation. Contaminated water may not be discharged into drains but must be treated in the same way as waste. The contractor shall use hazardous substances in a safe manner and prevent possible accidents.

## 17. Data confidentiality

The supplier undertakes to keep the confidentiality of the data made available to them for the entire period of cooperation and thereafter if such data are not public. They shall use the data only for the purpose of business cooperation. Designs, samples and other means and information necessary for the production of the requested product that were obtained from the client shall be considered trade secret. The supplier shall keep all information and documents secret and protected from the access of third parties, and they shall warn their employees and associates of the same measures. The same rules apply after the performance of the order or the termination of the contract. In case of misuse or unauthorised transfer of information, the client shall be entitled to compensation.

## 18. Court competence

The parties shall endeavour to settle all disputes amicably. If this is not possible and unless otherwise agreed in the contract, the court competent for disputes of any kind shall be the authorised court according to the registered seat of the client. If the supplier has registered seat outside the EU, all court disputes arising from the contract shall be settled in accordance with the Rules of Arbitration and Mediation of the International Court of Arbitration of the Vienna Chamber of Commerce.

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Board members  
Lars Breuer i  
Damir Tomičić

Share capital of the company  
amounts to HRK 25,000,000.00  
and has been paid in full.  
Registered at the Commercial  
Court in Zagreb – Permanent  
Service in Karlovac under number  
MBS: 020011424

Raiffeisenbank Austria d.d.  
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General Terms & Conditions of Sales and Delivery are available on: [www.kelteks.hr/gtcp-en](http://www.kelteks.hr/gtcp-en)  
Opći uvjeti isporuke i plaćanja dostupni su na: [www.kelteks.hr/gtcp-hr](http://www.kelteks.hr/gtcp-hr)

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