

## GENERAL TERMS OF BUSINESS

### I.

General Terms of Business will be applied to all business relations between PREMIFAB d.o.o. headquartered in Kerestinec, Poduzetnička cesta 8, OIB: 5320978748 (hereinafter: Premifab) and the user of Premifab's services (hereinafter: Buyer) or Premifab's service provider (hereinafter: Supplier) to whom Premifab is considered a Buyer. Premifab's services include disposal and recycling of hazardous waste, as well as manufacturing and sale of chemicals. The General Terms of Business are considered valid and will start to apply by ordering or signing a Contract with a Buyer or Supplier, and will be applied only to the legal transactions between Premifab and the Buyer and/or Premifab and the Supplier (collectively: Parties).

### II.

The presentation and description of Premifab's services do not constitute a bid to the Buyer and is a non-binding invitation to purchase. The Buyer's Terms are not binding to Premifab unless stated otherwise in a contract signed by both Parties, or in case a contract is absent if Premifab has not given its written consent. Oral arrangements are not binding. Any bid issued is considered non-binding until the Buyer accepts the offer in writing, thus making it binding. Each offer is integral to the business relationship between Premifab and the Buyer, and/or Premifab and the Supplier, and all documentation containing business relationship information (terms, prices, etc.) may not be made available to third parties. Bids, contracts, contract additions, and any amendments to bids and contracts are valid only with written approval by both Parties.

### III.

The contracted delivery dates are binding. Premifab will deliver the goods in such a condition and packaging that is customary for trading, while the quantity entered on the documentation (shipping note, weight information, etc.) will be binding for invoicing purposes. Depending on contracted

parity, INCOTERMS will be applied for the delivery of goods. The Buyer is obliged to unload the goods immediately and in an appropriate manner. The acceptance of the goods by the Buyer will be considered as proof of complete quantity and packaging. If the Buyer is responsible for delaying the receipt and unloading of the goods, the Buyer will bear all further costs, including recompense for the resulting damage to Premifab.

#### IV.

In cases where Premifab is the Buyer, i.e. a Supplier is sending goods to Premifab, the Supplier must notify Premifab of any possible delays in writing. Premifab has the right to decide on a new delivery date or to cancel the order, requesting a refund in the event of an advance payment. In doing so, the Supplier shall recompense Premifab for any damages resulting from their oversight. Packages must be packed in accordance with Croatian and international regulations, with sufficient protection as specified in the Premifab's order. If any documentation is missing on delivery, the Supplier shall bear all costs incurred until the documentation has been delivered.

#### V.

On the delivery day, the Buyer and/or the Supplier are required to send Premifab a written notification of each shipment's carrier and transport vehicle. In the event of non-compliance with this provision, the Buyer and/or Supplier will be liable for any potential damage. If the shipment includes dangerous goods, along with the usual documentation, the Buyer and/or Supplier are required to list the goods' classification according to the agreements for transporting dangerous goods, as well as include a corresponding document on accident management. Goods will not be accepted otherwise. Premifab reserves the right to submit complaints or report a lack of goods upon receiving the shipment. In such a case, Premifab and the Buyer or Supplier will arrange to resolve the disputed issue. Both the Buyer and Supplier are required to provide Premifab with all the necessary delivery information (e.g. operating manual, safety data sheet, chemical and physical analysis, etc.).

## VI.

Before handling the delivered goods, the Buyer is obliged to check whether the material is suitable for its intended use. If the Buyer fails to do so or notify Premifab of missing shipment items, the goods will be considered accepted. In case of a justified notification of defects within 5 (five) working days, Premifab will provide a replacement, with the details of the complaint agreed upon in writing with the Buyer. Such complaints about defects will not be a reason for the Buyer to refuse further deliveries, and the Parties will cooperate in finding an appropriate course of business. Premifab will only be liable for direct damages to the Buyer, but in no event will Premifab accept liability for fulfilling obligations of its subcontractors.

## VII.

Premifab is only bound by delivery dates/deadlines confirmed in written communication, and they depend on transportation availability. Force majeure and other obstacles, that Premifab has no influence on, will release Premifab from the affected contractual obligations for the duration of said obstacles, making Premifab not obliged to make any further deliveries. If the quantity of goods ordered is not currently available, Premifab may ship a reduced quantity, in accordance with what is available at the time. In case of a delivery delay, Premifab will notify the Buyer in writing, and the Parties will attempt to reach an agreement on the further course of business.

## VIII.

Premifab reserves the right of ownership for all the goods supplied until the full payment of all claims arising from Premifab's business relationship with the Buyer, and any further handling is permitted solely with the written consent of Premifab. It is not allowed to transfer the claim to third parties and the Buyer is obliged to make payment according to the offer or contract. In the event of late payment, Premifab shall be entitled to charge statutory default interest and the Buyer shall bear any other cost resulting from the delay. If the Buyer fails to fulfill his obligation to pay,

Premifab also has the right to request an advance payment or the implementation of an appropriate insurance mechanism.

## IX.

Unless otherwise agreed, the goods will be delivered in returnable packaging. Premifab is not responsible for any defects of the packaging provided by the Buyer, especially for its cleanliness, and thus is not responsible for deficiencies resulting from damaged or otherwise inappropriate packaging. The Buyer is obligated to recompense Premifab for the damage incurred and to release Premifab from any liability towards a third party.

Labels on the returnable packaging (e.g. precautions, 'returnable packaging' labels, etc.) must not be altered, removed, covered or otherwise made illegible. Such packaging must not be damaged and/or misused (for example, used to store own or third-party merchandise) and shall remain available for a maximum of 90 (ninety) days from the date of delivery. Upon expiry of the refund period, the packaging will be charged separately within the defined payment maturity date. The price of returnable packaging is an integral part of every bid, and the invoice must be accompanied by a delivery note stating the type and quantity of returnable packaging. Upon receipt of the return packaging, Premifab will issue an invoice even if the returnable packaging is unfit for further use. If the Buyer returns the packaging in such a way that it causes any cost to Premifab, the Buyer will be charged an appropriate amount.

## X.

Unless otherwise open, Premifab's warehouse is open to receive and unload goods from Monday to Friday, 8:00 am to 4:00 pm at: Poduzetnička ulica 8, Kerestinec, 10431 Sveta Nedelja.

## XI.

The Parties agree to keep any personal information, obtained by conducting business, between themselves. If requested, such information may be forwarded to competent authorities. The



PREMIFAB d.o.o.

Poduzetnička ulica 8, Kerestinec, 10431 Sveta Nedelja

OIB: 53209784748

T: +385 (0)1 5513 086, F: +385 (0)1 5513 066, E: [info@premifab.hr](mailto:info@premifab.hr)

W: [www.premifab.hr](http://www.premifab.hr)

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location of service delivery is Kerestinec, the competent court is the Commercial Court in Zagreb, and the laws of Croatia are applicable.

Last Updated: in Kerestinec, 01/09/2019