

General Sales Terms and Conditions

1. Field of application

1.1. All sales of goods and related services are performed exclusively on the basis of these General Sales Terms and Conditions. These General Sales Terms and Conditions apply to all customers.

1.2. Any reference to the buyer's general terms and conditions on the part of the buyer is hereby rejected. These General Sales Terms and Conditions of also apply to all future business. Deviation from these General Sales Terms and Conditions requires a written approval of Astraprom Ltd. (hereinafter: "Astraprom").

2. Offers and offer acceptance

2.1. All Astraprom offers are necessary and non-binding and must be interpreted as an invitation to the customer to submit a binding order. The offer is valid until the date specified in the offer

The contract is concluded with the customer's purchase order and its acceptance by Astraprom. In case the acceptance differs from the order, the acceptance represents a new non-binding offer by Astraprom.

2.2. Offered prices are valid for orders in the minimum amount of 50% of the total offer. For possible changes, contact the named reference.

3. Product quality, specimens and samples; guarantees

3.1. Unless otherwise agreed, the quality of goods is determined solely on the basis of Astraprom's product specifications.

4. Advice and recommendations

4.1. All advice received from Astraprom is given to the best of our knowledge. Any advice and information related to the suitability and application of the goods does not release the buyer from the obligation to carry out his own research and tests.

5. Prices

5.1. If Astraprom's prices or Astraprom's payment terms generally change between the date of the contract and shipment, Astraprom may apply the price or payment terms valid on the date of shipment. In the event of a price increase, Astraprom is obliged to notify the customer of the price change within 15 days, and the customer has the right to withdraw from the contract by sending a notification to Astraprom within 5 days of the notification about the price increase.

6. Application of INCOTERMS, delivery

6.1. The delivery is carried out according to the Incoterms condition EXW - seller's free warehouse. The exception to the specified delivery condition may be different, if it is specified in the offer, and which the customer accepted by sending the purchase order.

6.2. The delivery dates or deadlines set by Astraprom at all times are estimates only and are not binding unless expressly confirmed or agreed upon as fixed delivery dates or deadlines.

7. Compliance with legal requirements

7.1. Unless expressly agreed otherwise, the customer is responsible for compliance with all laws and regulations related to the import, transportation, storage and use of goods.

8. Late payment

8.1. In case of non-fulfillment of the payment obligation by the customer, Astraprom has the right to calculate interest on the amount of the due unpaid obligation in accordance with Art. 29 St. 2 of the Obligatory Relations Act.

9. Buyer's rights in case of defect goods

9.1. The buyer is obliged to inspect the goods in order to determine the existence of defects in the goods immediately after receiving them. Astraprom must be notified immediately of any defects that may be discovered during a routine inspection; notification of other defects is sent as soon as the existence of such defects is determined. The notification must be in writing and contain a precise description of the nature and extent of the deficiency.

9.2. If there are defects in the goods and if the buyer duly informs Astraprom as provided in point

9.3. The buyer has the right to exercise his legal rights under the following conditions:

a) Astraprom has the right to choose whether to eliminate the defect or deliver the correct replacement goods to the customer;

b) Astraprom has the right to make two attempts according to a). If these attempts are unsuccessful or if they result in justifiably unacceptable inconveniences for the customer, the customer can withdraw from the contract or request a reduction in the purchase price;

c) point 11 shall be applied in respect of requests for compensation for damages and expenses due to defective goods.

10. Liability

10.1. Astraprom bears general liability for damages in accordance with applicable law. Astraprom is responsible for the damage it misses - on any legal grounds - through intentional error and gross negligence. Astraprom is not liable in case of breach of contractual obligations caused by ordinary carelessness. Astraprom is not responsible for damage caused by a third party (carrier, delivery person, etc.).

10.2. Astraprom bears no responsibility towards the customer in case of impossibility or delay in the performance of its obligations regarding supply if such impossibility or delay occurs due to the orderly performance of regulatory and legal obligations in accordance with the positive regulations of the Republic of Croatia and/or the European Union.

10.3. Astraprom is not responsible for customer returns that are caused by an error when ordering, wrong selection, carelessness during assembly/disassembly, unprofessional and improper handling by the customer. All returns of this type may or may not be accepted by Astraprom as a return of goods, and in the case of acceptance if any of the above-mentioned causes of the return are present, Astraprom calculates 20% of the handling and other costs when approving it. When returning the goods, the buyer is obliged to pay the delivery costs, that is, to organize the transport independently at his own expense.

11. Preclusion and limitation

11.1. The Statute of Limitations determines preclusion and limitation

12. Set-off, right of retention

12.1. The customer has the right to set off claims exclusively through set-off with an undisputed counterclaim or a counterclaim established by a final decision or through exercising the right of reservation based on such counterclaims.

13. Payment insurance

13.1. In the case of reasonable doubts about the buyer's ability to pay, and especially if the buyer does not fulfill its payment obligations, Astraprom may, subject to further requests, revoke the previously agreed payment due dates and carry out further deliveries or require advance payment, provided that the buyer offers satisfactory means of securing payment.

14. Retention of ownership rights

14.1. The right of ownership of the delivered goods does not pass to the customer before payment of the full purchase price.

15. Force majeure

15.1. To the extent that any incident or circumstance beyond Astraprom's control (including natural phenomena, war, strikes, work stoppages, shortages of raw materials and energy, disruption of transportation, failure of production equipment, fire, explosion, acts of executive authority) reduces the availability of goods from facility from which Astraprom receives goods so that Astraprom is unable to fulfill its obligations (taking into account other internal and external supply obligations on a pro rata basis), Astraprom (i) shall be released from obligations to the extent that it is prevented from performing such obligations and (ii) is not obliged to procure goods from other sources. The first sentence also applies if, as a result of such an incident or circumstance, Astraprom will no longer be able to realize business benefits from the execution of the contract for a longer period of time, or if the same happens to Astraprom's suppliers. If the above-mentioned phenomenon lasts longer than 3 months, Astraprom has the right to withdraw from the contract, whereby the customer is not entitled to any compensation.

16. Payment placing

16.1. Regardless of the place of delivery of goods or documents, the place of payment is Astraprom's business headquarters.

17. Amenable court

17.1. The Court in Rijeka is exclusively amenable to resolve all disputes that arise and/or are related to business/contracts between Astraprom and the customer.

18. Governing Law

18.1. The applicable law for all transactions/contracts between Astraprom and the customer is the Law of the Republic of Croatia.

Board Members:

Dinko Urem

Marin Urem

