



General Terms and Conditions

Introductory Provisions

These General Terms and Conditions apply at all times, unless otherwise agreed in writing. If the buyer has their own General Terms and Conditions, the Buyer and the Seller agree that the General Terms and Conditions of ELTING d.o.o. apply, unless otherwise agreed in writing. These General Terms and Conditions are published on the website of ELTING d.o.o., on the company's notice board, and are available in physical form at the ELTING d.o.o. store.

Conclusion of the Contract

The contract is concluded when the contracting parties agree on the essential elements of the contract. The intention to conclude the contract can be declared through various communication means. The offer is accepted when the Offeree sends the item or pays the price or performs some other action which, based on the offer, established practices between the parties, or custom, can be considered as a declaration of acceptance. Acceptance can only be revoked if ELTING d.o.o. receives the revocation statement before or simultaneously with the acceptance statement. An offer made to a person present is considered rejected if not accepted without delay, unless ELTING d.o.o. has given the Offeree a specific period to consider. An offer made by phone or email is considered an offer to a person present. Silence on the part of the Offeree does not mean acceptance of the offer, unless the Offeree, who is in a continuous business relationship with ELTING d.o.o. regarding certain goods, has not immediately or within the provided period rejected the offer related to such goods. The contract is concluded at the moment ELTING d.o.o. receives the statement from the Offeree accepting the offer. The contract is considered concluded at the place where ELTING d.o.o. had its registered office at the time of the offer. Displaying goods with a price tag is considered an offer. Sending catalogs, price lists, tariffs, and other notifications, as well as advertisements published in the press, flyers, radio, television, electronic means, or by other means, is not considered an offer to conclude a contract, but rather an invitation to make an offer under the published terms, unless otherwise stated in such declarations of will. However, the Sender of such invitations will be liable for damages that ELTING d.o.o. might incur if, without a valid reason, it does not accept the offer. Every

offer must be made in writing, and any changes to the subject of the sale must also be made in writing.

Prices

All prices are expressed in euros, including VAT at the prescribed rate at the time of delivery. If more than four (4) months have passed from the conclusion of the contract to the delivery of the goods, the new price list of goods applies.

Payment Terms

Payment is made to the bank account of ELTING d.o.o. For each order of goods that are not in stock, a deposit of 50% of the price is required before the production of the product begins. The Buyer is required to pay the full price before picking up the goods. If the price is not paid, the goods will not be issued, and interest will be charged on the outstanding amount starting from the date the Buyer is notified of the possibility of picking up the goods. Goods can only be issued before full payment is made to a Buyer with whom ELTING d.o.o. has a long-term business cooperation agreement, but in that case, ELTING d.o.o. retains ownership rights to the unpaid goods. Therefore, in the case of seizure or other interventions by third parties in goods over which ELTING d.o.o. retains ownership rights, the Buyer is obligated to immediately and without delay inform ELTING d.o.o. in writing. The Buyer must obtain prior approval from ELTING d.o.o. for any disposal or processing of the delivered goods. Payment must be made within the agreed period, and no later than 30 days from the invoice date.

Delivery Deadlines

Binding delivery deadlines only apply if agreed in writing at the time of the order.

Delay

ELTING d.o.o. is not responsible for delays in delivery if such delays were caused by force majeure or unforeseen circumstances, in which case a new deadline can be agreed upon, or the Buyer and ELTING d.o.o. can cancel the contract without compensation. If the Buyer is in delay or ELTING d.o.o. learns of circumstances that affect the ability to pay and call into question collectability, all outstanding obligations become immediately due, and ELTING d.o.o. can immediately cancel the unfulfilled obligations of the contract, in whole or in part, and seek compensation, notifying the Buyer accordingly. If the delivery is not made due to the Buyer's delay, the risk of accidental loss transfers to the Buyer at the moment they are delayed.

Offset

The Buyer may perform an offset only with claims that have not been disputed by ELTING d.o.o. or have been determined by a final court decision.

Assignment of Claims

The Buyer may assign their claim to a third party only with the written consent of ELTING d.o.o.

Defects

ELTING d.o.o. is not liable for material defects of the goods that existed at the moment of the transfer of risk to the buyer if those defects were known to the Buyer at the time of the conclusion of the contract or could not remain unknown to them. It is considered that defects could not remain unknown to the Buyer if a diligent person with average knowledge and experience in the same profession and industry as the Buyer could easily notice them during a standard inspection. When an inspection is carried out in the presence of both parties, the Buyer must immediately notify ELTING d.o.o. of their comments regarding visible defects, otherwise they lose their right based on that. No liability is accepted for insignificant material defects. If only part of the delivered goods is defective or if only part of the goods or a smaller quantity than agreed is delivered, the Buyer may terminate the contract regarding the defective part or the part or quantity that is missing.

Protection of Personal Data

ELTING d.o.o. processes all collected data based on the principles of legality, fairness, and transparency, and does not store or disclose them to third parties unnecessarily. Each person whose data has been collected has the right to request their deletion.

Final Provisions

ELTING d.o.o. designates responsible persons for the implementation of the contract by ELTING d.o.o. and the Buyer. ELTING d.o.o. and the Buyer are obligated to protect the information obtained during business cooperation as a business secret even after the cooperation ends. In case of disputes, the parties will attempt to resolve them amicably; if this is not possible, the jurisdiction for resolving disputes is determined by law. The law of the Republic of Croatia applies to all contracts concluded by ELTING d.o.o. ELTING d.o.o. reserves the right to amend the General Terms and Conditions.