

GENERAL SALES CONDITIONS

BOMARK PAK d.o.o. is limited liability company with registered office in Ludbreg, Frankopanska 66 B, incorporated and registered under croatian law at commercial court in Varaždin, with registration number (MBS): 070071978, tax number (OIB): 86546227340 (hereinafter in this General Sales Conditions: „*The Seller*“).

The Seller is primary engaged in production of stretch film and cardboard tubes (hereinafter in this General Sales Conditions: „ *The Product / The Products*“)

Application and legal effects of the General Sales Conditions

This General Sales Conditions apply to all purchase of Products made between the Seller and the Buyer, unless otherwise strictly stipulated between the Seller and the Buyer in written form.

Should a business agreement and/or any single purchase agreement of the Products be already existent between the parties, these General Sales Conditions shall apply to such agreements, unless otherwise strictly stipulated between the Seller and the Buyer in written form.

Any change or addition to these General Sales Conditions shall be deemed legally binding between the Parties, only if made in written form, signed and published by the Seller.

Conclusion of the agreement

The Offers made by Seller are not legally binding.

Upon receipt of Buyer's order and determination of all relevant details, relating all the elements of the order, the Seller shall provide the Buyer with order confirmation in writing.

Once the order confirmation is delivered to the Buyer in writing, the purchase agreement shall be deemed to be concluded.

By placing the order, confirmed by order confirmation, the Buyer accepts this General Sales conditions as integral part of the purchase agreement.

The Buyer preserves the right to withdraw within 48 hours upon receipt of the final order confirmation. The Seller shall be bound by such statement, only if set out in written form.

The amount of Products, the purchase price and payment terms, terms of shipping, transport or pick-up conditions set out between the Seller and the Buyer, shall be stipulated in the order confirmation. Any subsequent amendments of the conditions stipulated in order confirmation shall be deemed valid, only if set out in written form and confirmed by both parties.

Specific clauses aside, the delivery time specified in the order confirmation is to be considered purely indicative and not binding. Therefore, any delay on delivery time will not produce in favor of the Buyer any right to refund direct or indirect damages or rescission of the contract.

Prices and payment

Purchase prices of our Products are indicated in our scale of prices which are subject to market conditions. Purchase prices indicated in scale of prices do not include tax.

Only the purchase price set out in written order confirmation, provided by the Seller, shall be deemed as valid and legally binding purchase price, stipulated between the Seller and the Buyer.

Delivery of order confirmation, with specification as defined hereinabove in section „*Conclusion of the agreement*“, shall be followed by pro forma invoice, issued by the Seller.

Invoice shall be issued by the Seller and delivered to the Buyer, upon delivery of the Products.

Lack of payment

In case of delay in payment, the Buyer shall be obliged on payment of overdue interest, upon the due date. Upon the payment delay, the Seller shall at one's sole option be entitled to withdraw from the agreement, in the event that the Buyer fails to provide the payment of purchase price in reasonable time limit.

Retention of title (primary for sales abroad)

The Seller shall retain the ownership of the Products delivered to the Buyer, until the purchase price has been paid in full.

The risks of rupture or decay of the Product are transferred to the Buyer upon delivery.

Therefore, the Buyer shall preserve the Products with due diligence and always according to the Rules of use and storage redacted by the Seller.

If the Buyer breaches the agreement, particularly in case of default in payment obligation, the Seller will be entitled to withdraw from the contract and demand the return of the reserved Products.

The Buyer may neither pledge nor assign the reserved Products as security. In the event of third parties accessing the reserved Products, in particular seizures, the Buyer shall point out the Seller's ownership and notify the Seller immediately in writing. The Buyer shall notify the Seller immediately of any seizure or other intervention by a third party, with regard to the Seller's products that are subject to retention of title. The Buyer shall also be obliged to provide the Seller with any information and documents that may be necessary to prevent the execution of seizure by the third party.

If the delivered reserved Products are processed by the Buyer, the Seller acquires co-ownership of the new item, in proportion to the value of the reserved Products, to the other processed items at the time of processing. The Buyer shall hold the resulting co-ownership for the Seller free of charge.

If the reserved Products are inseparably combined or mixed with another items, not belonging to the Seller, the Seller acquires co-ownership of the new item, in proportion to the value of the reserved Products to the other combined or mixed item at the time of combination or mixing.

If the combination or mixing occurs in such a way that the Buyer's item is considered the main item, it is agreed that the Buyer transfers proportionate co-ownership to the Seller. The Buyer shall hold the resulting co-ownership for the Seller free of charge.

The Buyer is entitled to resell the Products subject to retention of title in the ordinary course of business. This authorization is granted on the condition that the claims from the resale are assigned to the Seller in advance as stipulated in following article.

The Buyer hereby assigns to the Seller, as security, all claims against third parties arising from the resale of the Products subject to retention of title. The Seller accepts this assignment.

The Buyer is authorised to collect the assigned claims in its own name, as long as one fulfills payment obligations to the Seller.

Should the Buyer default in any of payments, Seller may require the Buyer to disclose the assigned claims and the respective debtors, to notify the debtors of the assignment, and to hand over to the Seller all necessary documents and information that the Seller requires to assert the claims.

Claims

Upon delivery, the Buyer is obliged to examine the received Products with due care and immediately provide the Seller with notification relating apparent defects (e.g. broken, deformed packaging, wet goods ...) by making a note on the delivery documents (DN or CMR) and forwarding an email to the relevant sales department. In the event that the Buyer does not provide the Seller with any notice, according to the above mentioned procedure, the Products will be deemed as accepted and compliant with the specifications set out in the order confirmation.

The Products object of claim shall be available to the Seller for examination and necessary controlling procedure, in the event such a procedure is estimated as necessary by the Seller. The return of such Products shall be accepted by the Seller only upon written authorization made by the Seller.

Upon receipt of the Product, the Seller shall, at one's sole discretion, replace the faulty Products or refund the amount paid by the Buyer.

Subject to hidden defects, the Buyer is obliged to provide the Seller with the argued objection relating hidden defects, with no delay, in written form.

The Seller shall be entitled to conduct examination and the necessary controlling procedure. If the objection turns to be correct, the Seller shall provide the Buyer with Products of adequate quality. If the objection turns to be false, the Buyer shall be obliged to remunerate the Seller with all delivery, examination and testing expenses, caused to Supplier regarding the objection.

Products have to be stored and treated according to Shelf life and storage statement approved by the Seller.

Purchase according special offers

The Products purchased according special offers or promotions, can be subject to Specific Sales Conditions. In case of claim, aforesaid conditions will prevail over the General Sales Conditions. In case of such a claim, recognized or not by the Seller, the Buyer will not be entitled to delay in payment or partial payment of other invoices that are not subject of the claim.

Terms of use and disclaimer

The Seller declares that the Products are produced, sold and labelled in accordance with the legal provisions currently in force in the country of production and European Union. Any other requirements regarding environmental or any other labelling must be expressed by the Buyer, in written form, prior to purchase.

The Seller shall not be liable for any direct or indirect damages, which may be caused to people, animals or property, deriving from improper use of the Product or one's technical characteristics.

Information indicated on company's website

The information published on the Seller website (technical data, photographs, texts, images, etc.) are merely indicative and not legally binding, except for the pages concerning the General Sales Conditions. All the information published on the Seller website is subject to Copyright.

Applicable law

For whatever is not explicitly regulated by these General Sales Conditions or single purchase agreements, applicable laws of the Seller's domicile country will be applied on the subject.

Data protection

Notwithstanding any other provisions relating data protection, stipulated between the Seller and the Buyer, national data protection laws and the General Data Protection Regulation (GDPR) EU 2016/679 shall apply to business agreements between the parties as legally prescribed. Each Party shall use, and shall ensure that its employees use all personal data of the other Party or (if applicable) third disclosing parties, exclusively for its performance of the business agreement relating purchase of Seller's products to the Buyer. In the case of a transfer of personal data to a country outside of the European Economic Area (EEA), the data exporter and the data importer shall sign module contract (controller – controller / controller - processor) of the EU Standard Contractual Clauses of the European Commission.

Competent court

The competent court in Varaždin, shall have exclusive jurisdiction to settle any disputes arising out of or in connection with purchase agreement between the Seller and the Buyer.

BOMARK PAK d.o.o.,
represented by director
Mr. Stiven Toš




In Ludbreg, Croatia (EC)

20 July 2025