

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Gumix Elastor d.o.o.
January 2025.

INTRODUCTORY PROVISIONS

1. These General Terms and Conditions of Sale and Delivery (hereinafter referred to as: General Terms) apply to all sales agreements for goods entered into by the company GUMIX ELASTOR d.o.o., Gradina (Municipality of Gradina), Bana Josipa Jelačića 21, registered in the Commercial Court Registry of Bjelovar under registration number (MBS): 010089781, VAT ID: 59878911665 (hereinafter referred to as: "GUMIX ELASTOR d.o.o."), and form an integral part thereof.
2. These General Terms are an integral part of any sales agreement for goods entered into by GUMIX ELASTOR d.o.o. with individual customers.
3. These General Terms shall take effect on 01.01.2025 and shall apply to all future business relations in which GUMIX ELASTOR d.o.o., as the seller, sells goods from its range, such that all offers and deliveries of goods are carried out exclusively on the basis of these General Terms, unless otherwise expressly agreed in writing between GUMIX ELASTOR d.o.o. and the customer. For the purposes of these General Terms, written form also includes email correspondence.
4. Any deviation from these General Terms requires the explicit written approval of GUMIX ELASTOR d.o.o. In the event that GUMIX ELASTOR d.o.o. and the customer agree in writing on sales terms different from those stated in these General Terms, the provisions of the written agreement shall apply to the extent of that difference.
5. These General Terms shall apply only provided that the customer is a merchant/entrepreneur or a legal entity governed by public law, and shall not apply to consumers as defined by the current Consumer Protection Act of the Republic of Croatia.
6. In the event that the customer's general terms of business/procurement differ from these General Terms, the contracting parties mutually agree that these General Terms shall apply, unless otherwise agreed
7. The customer acknowledges the applicability of these General Terms to its legal relationship with GUMIX ELASTOR d.o.o. and agrees that these General Terms shall primarily govern the interpretation of the contracting parties' intentions
8. These General Terms will be published on the website of the company GUMIX ELASTOR d.o.o.

CONTRACT CONCLUSION

9. Inquiries regarding goods offered by GUMIX ELASTOR d.o.o. must be sent exclusively via email, with the subject line clearly labeled "Inquiry" along with the specific subject of the inquiry. The email content must clearly and precisely describe the characteristics of the requested goods (preferably by attaching a design or draft) to enable GUMIX ELASTOR d.o.o. to prepare an offer. Additionally, the inquiry must specify the desired transport terms, i.e., whether the delivery

should be under EXW (Ex Works) or DAP (Delivered at Place) conditions in accordance with INCOTERMS 2020. If the transport terms are not specified, GUMIX ELASTOR d.o.o. will include EXW terms in its offer. Inquiries that do not meet these content and format requirements may not be considered by GUMIX ELASTOR d.o.o.

10. Based on the buyer's inquiry as described in Point 9 of these General Terms and Conditions, GUMIX ELASTOR d.o.o. shall provide the buyer with an offer for the sale of goods.
11. Any offer issued by GUMIX ELASTOR d.o.o. is non-binding. GUMIX ELASTOR d.o.o.'s obligation to deliver goods or perform any related action arises only after GUMIX ELASTOR d.o.o. sends the buyer a written order confirmation in accordance with Point 12 of these General Terms and Conditions.
12. After receiving the offer, the buyer may respond by placing an order with GUMIX ELASTOR d.o.o. in accordance with the terms stated in the offer. The order must be submitted via email, with the subject line marked "Order," and must clearly describe the name, type, and characteristics of the goods, as well as the quantity ordered. Orders placed orally or by telephone need not be considered by GUMIX ELASTOR d.o.o. Upon receipt of the buyer's order, GUMIX ELASTOR d.o.o. will send the buyer an order confirmation via email within three working days from the date the buyer's acceptance email is received. If GUMIX ELASTOR d.o.o. fails to provide an order confirmation within that period, it shall be deemed that GUMIX ELASTOR d.o.o. has withdrawn the offer and has no further obligations toward the buye
13. The order confirmation shall include: i) details of the name, type, characteristics, and quantity of the goods ordered, ii) information on the price of the goods (which is indicative in nature, in accordance with point 20 of these General Terms and Conditions), iii) payment due date information, iv) delivery time details, v) delivery location details, vi) transport parity details (EXW or DAP), and vii) information on the cost of transportation to the delivery location, in the case of DAP terms (subject to changes in accordance with point 21 of these General Terms and Conditions).
14. If the order pertains to goods to be manufactured according to a design, sketch, or the buyer's specific requirements (hereinafter referred to as "**New Product**"), GUMIX ELASTOR d.o.o. shall deliver the design along with the order confirmation. If, within 24 hours of receiving the design by email from GUMIX ELASTOR d.o.o., the buyer does not provide written confirmation or objections and comments, it shall be deemed that the buyer has accepted and confirmed the design. In such a case, the buyer forfeits the right to later claim any defects in the New Product on the basis of that design.
15. The contract is concluded upon the submission of the order confirmation from GUMIX ELASTOR d.o.o. to the buyer via email.
16. Oral agreements with employees or representatives of GUMIX ELASTOR d.o.o. prior to the conclusion of the contract in accordance with Point 15 of these General Terms and Conditions have no legal effect unless confirmed in writing via email.

17. Offers and orders in dealings with GUMIX ELASTOR d.o.o. constitute trade secrets and may therefore only be used within the buyer's organization and must not be disclosed to third parties.

PRICES AND PAYMENT

18. Unless otherwise agreed for a specific transaction, all prices for goods are stated in euros and represent net amounts, exclusive of value-added tax.

19. The stated prices shall be increased by value-added tax at the rate prescribed by law at the time of invoice issuance, if applicable.

20. The price of goods stated in the order confirmation is subject to changes resulting from fluctuations in the market prices of raw materials required for the production of goods during the period between the issuance of the order confirmation to the buyer and the delivery date. GUMIX ELASTOR d.o.o. will promptly notify the buyer via email, providing appropriate evidence, of any price changes in raw materials necessitating an adjustment to the price of the goods stated in the order confirmation sent to the buyer. If the buyer does not notify GUMIX ELASTOR d.o.o. of disagreement within 3 working days from the date of the email, it will be deemed that the buyer has accepted the adjusted price of the goods stated in GUMIX ELASTOR d.o.o.'s email. If the buyer notifies GUMIX ELASTOR d.o.o. within 3 working days from the email date of their disagreement with the adjusted price of the goods stated in GUMIX ELASTOR d.o.o.'s email, GUMIX ELASTOR d.o.o. has the right to terminate the contract in writing with immediate effect, in which case it will not be obliged to deliver the goods to such a buyer and will have no further obligations towards the buyer.

21. In cases where transportation is carried out under DAP terms, GUMIX ELASTOR d.o.o. will indicate an indicative transportation cost in the order confirmation, based on the contracting parties' written agreement. The stated amount is subject to adjustment depending on the transportation costs offered by the selected carrier to GUMIX ELASTOR d.o.o. GUMIX ELASTOR d.o.o. will promptly notify the buyer via email, providing appropriate evidence, of the final transportation costs. If the buyer does not notify GUMIX ELASTOR d.o.o. of disagreement within 3 working days of receiving the email, it will be deemed that the buyer has accepted the final transportation cost. Should the buyer notify GUMIX ELASTOR d.o.o. within the specified period of their disagreement with the final transportation cost, the buyer will be obligated to arrange transportation of the goods to the delivery location at their own expense and effort, in accordance with EXW terms, which GUMIX ELASTOR d.o.o. will confirm in writing.

22. Unless otherwise agreed in the specific case, payment shall be made by immediate transfer to the business account of GUMIX ELASTOR d.o.o. within 14 days from the date of invoice issuance by GUMIX ELASTOR d.o.o.

23. Regardless of the delivery location, the place of payment is considered to be the registered office of GUMIX ELASTOR d.o.o.

24. The buyer is not authorized to withhold payment or offset claims against receivables owed by the buyer to GUMIX ELASTOR d.o.o.

25. In the case of transportation under DAP terms, if the buyer is a trader/entrepreneur or a legal entity under public law from a third country, or if the delivery of goods takes place in a third country, GUMIX ELASTOR d.o.o. bears the export costs, including, for example, the costs of export customs clearance in the Republic of Croatia and the cost of obtaining the necessary export documentation. All further costs related to import formalities in the destination country, including import customs clearance costs, customs duties, taxes, or other import charges, as well as any costs incurred in transit countries, are borne by the buyer.

DELIVERY DEADLINE

26. The delivery deadline is specified in the order confirmation provided by GUMIX ELASTOR d.o.o. to the buyer.

27. A prerequisite for GUMIX ELASTOR d.o.o. to adhere to the agreed delivery deadline is that the buyer fulfills all obligations incumbent upon them (such as providing the necessary information for the production of goods, submitting technical specifications, designs, and drawings, and agreeing to or fulfilling payment requirements). If the buyer does not fulfill these obligations, the delivery period shall be extended accordingly.

28. The delivery deadline is considered met if the goods have left the warehouse of GUMIX ELASTOR d.o.o. within the timeframe specified in the order confirmation, or in the case that the buyer arranges transportation, if GUMIX ELASTOR d.o.o. has notified the buyer within the specified timeframe in the order confirmation that the goods are ready for shipment/pickup, but the buyer delays receiving the goods, does not cooperate, or the delivery is postponed for other reasons beyond the control of GUMIX ELASTOR d.o.o.

29. In the event that GUMIX ELASTOR d.o.o. is unable to fulfill its obligation within the confirmed delivery timeframe due to reasons beyond its control (force majeure or unforeseeable circumstances), GUMIX ELASTOR d.o.o. will promptly notify the buyer of the start and end of such circumstances as soon as possible and confirm a new expected delivery date based on its capabilities.

For purposes of this clause, force majeure includes, but is not limited to, natural disasters (such as droughts, hailstorms, storms, fires, explosions, nuclear incidents, floods, earthquakes, significant accidents, lightning strikes, hurricanes, typhoons, tornadoes, landslides, erosion, soil subsidence or washout, epidemics, pandemics, traffic accidents), political risks (such as war or other military conflicts, mobilization, internal disturbances, occupation, terrorist attacks, uprisings, civil unrest, blockades, revolts, military uprisings), disruptions of work or in energy or raw material supply, strikes or other labor unrest, and acts of government authorities affecting the fulfillment of obligations in whole or in part, as well as other unforeseeable and unavoidable events. This provision also applies to disruptions related to the transportation of goods.

30. If the buyer delays the acceptance of the goods, fails to cooperate, or the delivery is postponed due to other reasons attributable to the buyer, GUMIX ELASTOR d.o.o. shall be entitled to compensation for any damages incurred, including additional costs (e.g., storage costs).

31. GUMIX ELASTOR d.o.o. is entitled to deliver the goods to the buyer in partial shipments, provided such partial deliveries are acceptable to the buyer for the agreed purpose and do not result in

significant additional work or costs for the buyer (unless GUMIX ELASTOR d.o.o. agrees to cover these costs).

32. GUMIX ELASTOR d.o.o. observes a collective annual leave from August 1 to August 16, and from December 23 to January 7. During these periods, deadlines for fulfilling obligations of the contracting parties do not run, except for payment deadlines on invoices issued by GUMIX ELASTOR d.o.o.

TRANSFER OF RISK

33. The risk of accidental loss or damage to goods (hereinafter referred to as "risk") is transferred to the buyer depending on the transportation parity chosen and specified in the order confirmation, or in the event the buyer does not accept the adjusted transportation price in accordance with point 21 of these General Terms, under EXW terms.

34. In the case of transportation under DAP terms, if the delivery or handover of goods is delayed due to circumstances attributable to the buyer, the risk is transferred to the buyer from the day the goods are ready for loading at GUMIX ELASTOR d.o.o.'s warehouse, and GUMIX ELASTOR d.o.o. has notified the buyer accordingly.

RETENTION OF OWNERSHIP RIGHTS

35. Ownership of the delivered goods does not transfer to the buyer until the full agreed price of the goods and transportation costs to the delivery location are paid (unless the buyer independently organizes transportation to the delivery location at their own expense, in accordance with point 20 of these General Terms).

36. While GUMIX ELASTOR d.o.o. retains ownership rights, the buyer is prohibited from disposing of the goods in any way, particularly their sale, seizure, transfer of ownership for security purposes, or leasing, without prior written approval from GUMIX ELASTOR d.o.o.

37. During the retention of ownership rights, the buyer is obliged to: i) immediately inform GUMIX ELASTOR d.o.o. if there is a threat that the subject of the sale may be seized or confiscated by third parties, ii) reimburse GUMIX ELASTOR d.o.o. for any costs incurred in protecting GUMIX ELASTOR d.o.o.'s ownership rights due to such circumstances, and iii) adequately insure the subject of the sale against theft, damage, fire, water damage, and other harm, with the insurance being pledged in favor of GUMIX ELASTOR d.o.o. Otherwise, GUMIX ELASTOR d.o.o. has the right, at the buyer's expense, to insure the goods against theft, damage, fire, water damage, and other harm if there is no verifiable evidence that the buyer has taken out the required insurance.

38. The buyer may not pledge the delivered goods or use them as collateral.

39. If the buyer breaches the contract, particularly in the event of non-payment of the purchase price within the agreed timeframe, GUMIX ELASTOR d.o.o. has the right to demand the return of the delivered goods, and the buyer is obliged to return them as soon as possible.

40. The initiation of bankruptcy proceedings against the buyer entitles GUMIX ELASTOR d.o.o. to terminate the contract and demand the return of the delivered goods as soon as possible.

INSPECTION OF GOODS AND LIABILITY FOR DEFECTS

41. The buyer is obliged to inspect the received goods in the usual manner or have them inspected as soon as it is possible in the ordinary course of business, and to notify GUMIX ELASTOR d.o.o. in writing with a detailed description of any visible defects, such as incorrect quantity, type, dimensions, or inconsistency with the design in the case of a New Product, without delay, and no later than 10 days from the date the buyer received the goods. Otherwise, the buyer forfeits all rights arising on this basis.
42. If, after receiving the goods, it is discovered that the goods have a defect that could not have been identified during the usual inspection at the time of receipt, or a defect related to reduced quality of the delivered goods resulting from a manufacturing error (hidden defect), the buyer is obliged, under threat of forfeiture of rights, to notify GUMIX ELASTOR d.o.o. in writing with a detailed description of the defect without delay after discovering it. GUMIX ELASTOR d.o.o. is not liable for hidden defects discovered more than six months after the transfer of risk to the buyer.
43. In the case of hidden defects, the buyer, upon a written request from GUMIX ELASTOR d.o.o., is required to deliver the relevant goods to the warehouse of GUMIX ELASTOR d.o.o. so that GUMIX ELASTOR d.o.o. can perform the necessary inspection of the delivered goods to verify the validity of the buyer's claim regarding the hidden defects. If GUMIX ELASTOR d.o.o. determines that the goods indeed have hidden defects for which it is responsible, and in accordance with a written agreement with the buyer (via email), either the goods will be repaired (if feasible), or the defective goods will be replaced with non-defective goods. If this is not possible within a reasonable timeframe, the purchase price paid by the buyer will be refunded. Reasonable transportation costs for defective goods for which GUMIX ELASTOR d.o.o. is responsible, from the original delivery location to the warehouse of GUMIX ELASTOR d.o.o., will be borne by GUMIX ELASTOR d.o.o.
44. GUMIX ELASTOR d.o.o. is not liable for defects in the goods arising from improper or inappropriate use, storage under unsuitable conditions, incorrect installation by the buyer or third parties, normal wear and tear, or improper maintenance.
45. GUMIX ELASTOR d.o.o. is particularly not liable for defects in goods caused by improper use or improper installation by the buyer and/or any third party, incorrect or negligent handling of the equipment, unusual temperatures, weather conditions, or any other similar or natural circumstances beyond GUMIX ELASTOR d.o.o.'s control. GUMIX ELASTOR d.o.o. is also not liable for defects arising from the use of the goods for any purpose other than that for which the goods are intended.
46. GUMIX ELASTOR d.o.o. is not liable for any non-conformity of the delivered goods with the dimensions, technical requirements, or specifications of the buyer's machines or equipment if the buyer failed to provide the necessary drawings, technical data, or other instructions required for the production of the goods, which GUMIX ELASTOR d.o.o. confirmed in the order confirmation.
47. GUMIX ELASTOR d.o.o. is not liable for defects caused by improper repairs carried out by the buyer or a third party, nor for their consequences.

48. Claims regarding defects that are not in accordance with the above provisions of these General Terms will not be considered.

DATA PROTECTION

49. GUMIX ELASTOR d.o.o. and the buyer commit to complying with all applicable data protection regulations when processing personal data and to implementing necessary technical and organizational measures to ensure data security.

50. GUMIX ELASTOR d.o.o. and the buyer commit not to disclose data and documents marked as confidential to third parties, except with explicit mutual consent.

TRANSITIONAL AND FINAL PROVISIONS

51. In the event of a dispute between GUMIX ELASTOR d.o.o. and the buyer, the parties will endeavor to resolve it amicably. If an amicable resolution cannot be reached, the Commercial Court in Bjelovar shall have jurisdiction.

52. The governing law for all relations in which GUMIX ELASTOR d.o.o. engages in the course of its business activities shall be the law of the Republic of Croatia, excluding conflict-of-law rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).

53. If any part of the General Terms becomes invalid, illegal, or unenforceable in any way, the remainder of the contract and the General Terms shall remain in force.