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General business conditions

1. Scope

1.1 All supply of goods and related services shall be made solely on the basis of these General Terms and Conditions of Sale. However, these General Terms and Conditions of Sale apply only provided that the buyer is an entrepreneur, a legal entity governed by public law or a special public law fund.

1.2 This disclaims any reference to the customer's general terms and conditions by the customer. These General Terms and Conditions of Sale also apply to all future transactions. Deviation from these General Terms and Conditions of Sale requires the express written approval of DORA-PAK d.o.o. (hereinafter: "DORA-PAK").

2. Offer and acceptance

All DORA-PAK trade offers are non-binding and without obligation and must be interpreted as an invitation to the customer to submit a binding order. The contract is concluded by the customer's purchase order (order) and acceptance of the same by DORA-PAK. In case the acceptance differs from the order, the acceptance represents a new non-binding offer by DORA-PAK.

3. Product quality, specimens and samples; guarantees

3.1. Unless otherwise agreed, the quality of the goods is determined solely on the basis of DORA-PAK product specifications.

Identified uses under the European Chemicals Regulation (REACH) and the Law on the Implementation of the European Chemicals Regulation that are relevant to the goods are not considered to be an agreement on the relevant contracted quality of the goods or intended use

3.2. The characteristics of specimens and samples shall be binding to the extent that it is expressly agreed that they determine the quality of the goods.

3.3. Data on quality and shelf life as well as other data represent a guarantee only if so agreed and explicitly determined. For products Packaging materials, additional provisions apply:

3.3.1. The specification of performance parameters and quality of the offered goods is made in accordance with DIN, ASTM or ISO (without prejudice to other agreed methods) with appropriate deviations. If the delivered goods do not exactly meet the specifications, but the deviation remains within the permissible limits, the Seller's liability is excluded in both cases.

3.3.2. A deviation of +/- 20% resulting from the processing properties of individual materials shall apply to a certified quantity of printed, personalized or non-standard products if less than 5000 square meters; the same products are applied with a tolerance of +/- 10% if the quantity exceeds





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5000 square meters. For certain processes or particularly complex products, we reserve the right to increase the tolerance limit of the delivered quantity to +/- 20%.

3.3.3. In case of production peaks or force majeure, the Supplier has the right to entrust part of the work to external specialized companies, previously selected and managed according to the quality and hygiene systems of the Seller.

Special tolerances for these machining:

Bags (flat, embossed, square and side welds)

- o ± 10 mm for external nominal dimensions
- o ± 4.5 mm for welding dimensions
- o Between 3 and 10 mm "Snip" dimensions
- o At least 5 mm hole offset
- o ± 2 mm EF centering

Printed bags

- Alignment: maximum 3 mm
- Print and center windows: ± 10 mm longitudinally and transversely compared to an approved PDF.

Rolls

Nominal dimensions:

Width:

- Doraflex, Doravac: -0 / +2 mm
- Amylene: ± 1 mm.
- Outer diameter: max + 10 mm
- Length: $\pm 2\%$

o **Printing and centering of windows:** ± 3 mm longitudinally and transversely compared to the approved PDF.

The deviation of the declared **nominal thickness** (expressed in μm) is: $\pm 10\%$.

The weight tolerance per declared **nominal area** (expressed in g / m^2) is: $\pm 10\%$.





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For **printed products**, a difference in color hue of Pantone $\Delta E \leq 3$, measured in accordance with the industry standard for color measurement, from a reference sample (previously delivered or approved at the time of printing) or chromatic Pantone coordinates is guaranteed.

4. Tips

All advice received from DORA-PAK is given to the best of DORA-PAK's knowledge. Any advice and information regarding the suitability and application of the goods does not release the buyer from the obligation to conduct his own research and testing.

5. Prices

If DORA-PAK's prices or DORA-PAK's terms of payment generally change between the date of the contract and shipment, DORA-PAK may apply the price or terms of payment in effect on the date of shipment. In case of price increase, DORA-PAK is obliged to notify the buyer of the price change within 30 days, and the buyer has the right to withdraw from the contract by sending a notice to DORA-PAK within 14 days from the date of notification of price increase.

6. Application of INCOTERMS terms, delivery

6.1. Delivery is made as stipulated in the contract. The trading conditions are interpreted in accordance with the latest version of the INCOTERMS conditions on the day of concluding the contract.

6.2. DORA-PAK has the right to make partial deliveries and issue invoices for them, provided that the goods thus delivered can be used by the buyer in accordance with the contractual purpose of the contract, to ensure delivery of remaining goods and that partial delivery does not require significant additional work or costs. for the buyer (if DORA-PAK does not agree to cover such costs).

6.3. Delivery dates or deadlines set by DORA-PAK are at all times only an estimate and are not binding unless expressly confirmed or agreed as fixed delivery dates or deadlines.

7. Damage in transport

The buyer is obliged to submit a report of damage in transport directly to the carrier, within the period specified in the contract of carriage, and submit to DORA-PAK a copy thereof.

8. Compliance with legal requirements

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





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9. Late payment

9.1 Failure to pay the purchase price at maturity is a breach of contractual obligations, and non-payment of the purchase price at maturity for two consecutive accounts is a material breach of contract that leads to termination of the contract. DORA-PAK has the right to leave the contract at in force by notifying the buyer, without delay, that the contract remains in force and requiring the buyer to fulfill his obligations.

In case of non-fulfillment of payment obligations by the buyer, DORA-PAK has the right to calculate interest on the amount of overdue liabilities at a rate determined by increasing the average interest rate on loans granted to non-financial corporations for a longer period in the previous year. semester by five percentage points in accordance with Art. 29 st. 2 of the Law on Obligations.

10. Buyer's rights in case of defects in the goods

10.1. The buyer is obliged to inspect the goods in order to determine the existence of defects in the goods immediately upon receipt. DORA-PAK must be immediately notified of any deficiencies that may be discovered during a routine examination; notification of other defects shall be sent as soon as the existence of such defects in the goods has been established. The notification must be in writing and contain a precise description of the nature and extent of the defect.

10.2. If there are defects in the goods and if the buyer duly informs DORA-PAK as provided in point 10.1, the buyer has the right to exercise his legal rights under the following conditions:

- a) DORA-PAK has the right to choose whether to rectify the defect or deliver the correct replacement goods to the customer ;
- b) DORA-PAK has the right to make two attempts under para. a) above. If these attempts are unsuccessful or result in justifiably unacceptable inconvenience to the buyer, the buyer may withdraw from the contract or request a reduction in the purchase price;
- c) with regard to claims for damages and costs due to defects in the goods, point 11 shall apply.

11. Responsibility

11.1. DORA-PAK bears general responsibility for damages in accordance with applicable law. DORA-PAK is liable for damages caused by - on any legal grounds - intentional error and by gross negligence. DORA-PAK is not liable in the event of a breach of contractual obligations caused by ordinary negligence.

11.2. The limitations of liability in point 11.1 do not apply to

- a) damages due to loss of life, bodily injury or deterioration of health caused by intentional error or gross negligence of DORA-PAK or intentional error or negligence of DORA-PAK's legal representative or authorized intermediary;





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- b) cases of malicious conduct by DORA-TAK;
- c) cases subject to quality assurance provided by DORA-PAK;
- d) customer requirements based on product liability legislation.

11.3. DORA-PAK shall not be liable to the customer in case of inability to fulfill or delay in fulfilling its supply obligations if such inability or delay occurs due to proper execution of regulatory and legal obligations in accordance with the European Chemicals Regulation (REACH) and the Law on Implementation of the European Regulation. on chemicals resulting from customer behavior.

12. Preclusion and statute of limitations

12.1. The limitation period for filing a claim on the basis of a legal defect is one year from the moment of acquiring knowledge of the defect. The statute of limitations for submitting a request on the basis of a material defect is two years from the moment of notifying DORA-TAK of the defect. If the parties have agreed on the acceptance, the statute of limitations begins to run from the acceptance.

12.2. The statute of limitations is determined in accordance with the Law on Obligations.

13. Offsetting, right of retention

Kupac ima pravo na prijebaj potraživanja od DORA-PAK-a isključivo kroz prijebaj s neosporenim protupotraživanjem ili protupotraživanjem koje je utvrđeno konačnom odlukom ili kroz ostvarivanje prava pridržaja na temelju takvih protupotraživanja.

14. Insurance payment

In case of reasonable doubts about the buyer's ability to pay, and especially if the buyer does not fulfill its payment obligations, DORA-PAK may, subject to further requests, revoke the agreed payment deadlines and make further deliveries or demand advance payment provided the buyer offers satisfactory security. payments.

15. Retention of title

15.1 Simple retention of title

Ownership of the delivered goods does not pass to the buyer before payment of the full purchase price.

15.2 Retention of title with a processing clause

In the case of processing of goods delivered by DORA-PAK by the customer, DORA-PAK is considered a manufacturer and directly acquires the exclusive right of ownership over the newly produced goods. If the processing includes other materials, DORA-PAK directly acquires the right of co-ownership of the newly produced goods according to the ratio of the invoiced value of the goods delivered by DORA-PAK and the invoiced value of other materials.





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15.3 Retention of title with merger and mixing clause

If the goods delivered by DORA-PAK are combined or mixed with material owned by the customer, which must be considered the main material, it is considered agreed that the buyer transfers to DORA-PAK the right of co-ownership of such main material according to the invoiced value of the goods delivered by DORA -Also the invoiced values (or, if the invoiced value cannot be determined, the market values) of the main material. The Buyer is obliged to keep for DORA-PAK all goods thus created that are subject to DORA-PAK's exclusive right of ownership or co-ownership, without charging any costs to DORA-PAK.

15.4 Extended retention of title with assignment of claims

The buyer has the right in the regular course of business to freely dispose of goods owned by DORA-PAK, provided that it timely fulfills its obligations under the business relationship with DORA-PAK. When concluding the sales contract with DORA-PAK, the Buyer assigns to DORA-PAK all receivables related to the sale of goods for which DORA-PAK reserves the right of ownership; if DORA-PAK has acquired the right of co-ownership in case of processing, merging or mixing, such transfer of rights to DORA-PAK is proportional to the value of the goods delivered by DORA-PAK subject to retention of title and the value of third party goods subject to retention of title . When concluding the sales contract with DORA-PAK, the Buyer assigns to DORA-PAK all amounts of future confirmed receivables in the amount corresponding to the amount of DORA-PAK's overdue receivables according to the account balance in accordance with the current account agreements.

15.5 Right of access / disclosure

At the request of DORA-PAK, the buyer is obliged to provide all necessary information on stocks of goods owned by DORA-PAK and on receivables ceded to DORA-PAK. Furthermore, at the request of DORA-PAK, the buyer is obliged to point out on the packaging of the goods that DORA-PAK has the right of ownership of the goods and to inform its customers about the assignment of claims to DORA-PAK.

15.7 Partial waiver

If the recoverable amount of the collateral exceeds DORA-PAK's outstanding receivables by more than 10%, DORA-PAK will waive the collateral to that extent at the customer's request. DORA-PAK has the right to choose the goods to which the waiver of collateral applies.

16. Force majeure

To the extent that any incident or circumstance beyond DORA-PAK's control (including natural phenomena, war, strikes, disruptions, shortages of raw materials and energy, disruption of transportation, failure of production equipment, fire, explosion, acts of the executive) reduces availability goods from the installation from which DORA-PAK obtains the goods so that DORA-PAK is unable to meet its obligations under this contract (taking into account other internal and external





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supply obligations on a pro rata basis), DORA-PAK (i) is released from the obligation from this contract to the extent that he is prevented from performing such obligations and (ii) is not obliged to procure goods from other sources. The first sentence shall also apply if, as a result of such an incident or circumstance, DORA-PAK is no longer able to benefit from the performance of the contract for an extended period of time or the same happens to DORA-PAK's suppliers. If the above-mentioned phenomenon lasts longer than 3 months, DORA-PAK has the right to withdraw from the contract and the buyer is not entitled to any compensation.

17. Place of payment

Regardless of the place of delivery of goods or documents, the place of payment is DORA-PAK's business headquarters.

18. Data protection

18.1. If the customer, during the execution of the contract in question, receives from DORA-PAK or otherwise obtains personal data about DORA-PAK employees (hereinafter: "personal data"), the following provisions apply.

If the processing of personal data obtained in the above manner is not performed on behalf of DORA-PAK, the customer has the right to process personal data solely for the purpose of execution of the contract. The customer may not, except as permitted by applicable law, process personal data in any other way, and in particular may not disclose personal data to third parties and / or analyze such data for its own needs and / or in connection with profiles. This also applies to the use of anonymised data.

The customer must ensure that personal data are available only to his employees, provided that and to the extent that access to data by such employees is necessary for the execution of the contract in question (the principle of the need for knowledge). The customer is obliged to structure its internal organization so as to ensure compliance with the requirements of data protection law. The buyer is especially obliged to take technical and organizational measures to ensure the necessary level of protection depending on the risk of misuse and loss of personal data.

The customer does not acquire the right of ownership or other ownership rights to personal data and has the obligation, in accordance with applicable laws, to correct personal data, delete them and / or limit their processing. Any retention of the customer's rights with respect to personal data is excluded.

In compliance with legal obligations, the customer is obliged to notify DORA-PAK in case of personal data breach, especially in case of their loss, without undue delay, but in any case within 24 hours after learning of the breach. Upon termination or expiration of the contract in question, the buyer is obliged, in accordance with applicable laws, to delete personal data, including all copies thereof.

18.2. Information on data protection in DORA-PAK is available at [www.dora-pak.com/en/about us / Data protection for Customer.html](http://www.dora-pak.com/en/about-us/Data-protection-for-Customer.html)





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19. Competent court

The court in Zagreb has exclusive jurisdiction to resolve all disputes arising out of or in connection with this contract.

20. Applicable law

The applicable law for this contractual relationship is the law of the Republic of Croatia, excluding the rules on international conflict of law and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

21. Language of the contract

If these General Terms and Conditions of Sale are communicated to the buyer in a language other than the language in which the concluded contract of sale was concluded (the language of the contract), this is done solely for the purpose of the buyer's ease of reference. In case of divergence of interpretation, the binding language shall be binding.

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EXAMPLE

