

## **General conditions of the purchase and sale of transport concrete, fresh plaster, generating unit and other concrete pump services**

### **1. General conditions**

The general conditions of sale regulate the mutual regulations, rights and duties for mutual business activities between the buyer and seller, i.e. ordering party and contractor for the services of pumping transport concrete.

The seller delivers the goods and provides services solely in relation to these general conditions of sale.

In cases of ordering specific, non-specific products or concrete pumping services, specific sale and payment conditions are concluded with the buyer. Each amendment must be carried out in written form and undersigned by the contracting parties.

These general conditions with the buyer's/ordering party's written form of acceptance of the bid are an integral part of this contract.

### **2. Offer**

Our offer is based on our current price lists and catalogues of products. The buyer / ordering party is solely responsible for the correct selection of products and quantities. For faster business communication with buyer / ordering party to process business documentation and business events, the seller uses computer data processing. The buyer / ordering party assures the buyer that all the data forwarded to him for the purpose of the business will be used in a flexible way to process the data.

The seller/contractor undertakes to ensure the confidentiality of the data in accordance with the confidentiality of the personal data and the data will not be available to third parties.

### **3. Delivery and taking over of goods**

The goods are delivered by taking over at the production plant determined by the seller, or at a contracted place. If the buyer/ordering party is subsequently changed, then the buyer / ordering party will bear all the costs incurred therein.

If circumstances are such that it is impossible to make the remaining delivery, we are authorized to waive the contract.

The seller/contractor is not responsible for, Interventions of competent authorities, strikes, blockages and interruption of the work process and lack of necessary raw materials and productions materials caused by political and economic circumstances, delayed transport caused by traffic jams, unavoidable events that may arise with our suppliers, or which depend on the functioning of our production.

For consequences caused by inaccurate data when ordering is the responsibility of the buyer / ordering party. The ordering of the product is done by the central dispatcher in written form. When delivering to the agreed place, the vehicle carrying the concrete and the building material must be taken in and out of the place without risk exposure. If this assumption is not met, the buyer / ordering party is liable for all damages.

The unloading of the product has to be carried out quickly and without delay (1m<sup>3</sup> of concrete for 6 minutes after the transport when the driver announces that he is ready for unloading) and without risk to the vehicle. The bill of lading must be signed by an authorized staff responsible for product unloading. Our signature of the delivered goods / specifications is considered to be recognized at the time of signing the bill of lading.

In case of refusal of takeover, delayed takeover, the buyer / ordering party is obliged to compensate for the damage except in case of prolongations or delay.

#### **4. Transport concrete pumping services**

The seller/contractor carries out the pumping service and services the machine and the buyer is obliged to pay all the related costs.

The pump is used by our workers or authorized persons. The buyer / ordering party is not authorized to use or operate the pump.

The buyer/ordering party is obliged to take all necessary measures for the safe operation and use of the pump. He is required to obtain all necessary official permissions for pumping, in particular for closing the streets and sidewalks. He must ensure that the transport vehicle can access the installation place, secure the location of the vehicle and the access road which is sufficiently stable. He must ensure that all construction components and scaffolding can withstand a constant load during transport, re-erection and operation of the concrete pumping pump. If these assumptions do not exist, the buyer/ordering party will guarantee the compensation for all damages.

The buyer/ordering party, at the installation site must inspect the water connection, which allows the use of water necessary for the operations and the cleaning of the pump and the pipeline.

##### **Liability of the ordering party**

**The buyer/ordering party is responsible for the work of the person administering the pump for the unloading of concrete and excludes the seller / contractor's responsibility for the work of the person designated by the buyer / ordering party for pumping during the unloading. The buyer / ordering party is obliged to carry out all the protection measures and is obliged to provide a place for cleaning the transport equipment and for the vehicle as well to dispose of the remaining concrete on the construction site.**

**The buyer / ordering party has the exclusive responsibility for the removal of impurities, especially those occurring on roads, sidewalks, parts of buildings and sewers.**

#### **5. Transfer of risk**

The risk of accidental loss or deterioration of the quality of the product is incurred by the buyer / ordering party in case of product delivery at the moment of loading of the product.

When delivering a product, this risk is borne by the buyer as soon as the vehicle arrives at the place of dispatch, and no later than when the vehicles leaves the public road to the agreed delivery location

#### **6. Guarantee/responsibility**

We guarantee that the concrete / building material from our catalogue of products is controlled, manufactured and delivered according to applicable regulations.

The warranty does not apply if the buyer / ordering party referred to in article 3, paragraph 4, who is authorized to take over the product, mixes our product with additives, water or products of other suppliers, or changes it in any other way, or is tardy in the taking over of the product.

The warranty does not apply to all products that have been installed 180 minutes from the moment of manufacture.

The warranty does not apply if the buyer / ordering party has not maintained the product in the manner prescribed by applicable laws.

Claims of material defects are declared to the Head of the technology department. If a complaint is made by phone or orally, a written confirmation of the driver is required. A complaint of this kind is referred to a central dispatch by telephone or orally. In this case, the buyer / ordering party must not touch the product until the arrival of the responsible person of the seller for examination.

An objection should be made for any defects that are not apparent (at the latest within 5 days after obtaining the results of testing the quality of the concrete / building material by the authorized institution for examination of the product) in written form.

Our responsibility for quality stops in the event of a buyer / ordering party arriving at the factory as soon as the vehicle is loaded to pick up the product, and when delivering the product to the construction site as soon as it is unloaded at the agreed place.

If the complaint did not satisfy the complaint form, the product is considered accepted.

The responsibility of the seller / contractor is within the range of how much is covered by our obligatory product insurance

## **7. Other responsibility**

Other rights of the buyer/ordering party against the remuneration of damages to us, to our subcontractors in charge of the execution of the contract, are excluded on any legal basis, unless the damage is caused by intentional or utter negligence by authorized persons in charge of the execution of the contract.

## **8. Insurance rights**

The buyer/ordering party, because of the fulfilment of claims from article 1, sentence 1, transfers all existing and future claims from the sale of concrete/construction material, with all the pertaining rights in the same value as the concrete/construction material before the remaining part of his claims.

The buyer/ordering party may not transfer his claims to third parties until settling the entire claim with the seller.

The buyer/ordering party must inform us, without any delay, regarding confiscations or any other type of limitation of rights as well as hand over the documents for the procedure of claims settlement.

The buyer/ordering party is obligated to hand in all the necessary insurance instruments requested by the seller/contractor when concluding the contract. A blank promissory note must be handed in in the amount of the contracted obligation augmented by 20%.

The proof of delivery of the insurance instruments must be in written form and signed by the seller/contractor.

## **9. Price and payment conditions**

The price is determined according to the price list of the seller/contractor on the date of the delivery or sale or the pumping of concrete until otherwise stipulated in the contract.

If in the period of presenting the bid, accepting the order and execution of the order our own costs increase, especially regarding concrete, gravel, transport and or salaries, we will correct the sale price.

Additions for: small quantities, roads and construction sites which do not provide unobstructed transport, for delivery outside the working hours and in cold periods during the year are calculated according to the existing price list.

Are invoices should be settled in the agreed period. A written consent is required for special cases. If the buyer/ordering party withholds his payments, or if there is an open proceeding on his assets, or if there is a problem with the property assets of the buyer/ordering party compromising our right, we have the right to suspend providing our service until the payment of the goods.

For deductions our consent is necessary, under the condition the buyer/ ordering party has settled all debts for the delivered goods according to the contract. In case of late payment, default interest is calculated, if there is not already a calculated interest for overdue payment-

#### **10. Supervision**

Persons authorized for supervision, have the right to collect test samples or conduct supervision at the construction site or location or place of use of concrete to determine if all the conditions deriving from the contract have been met.

#### **11. Location of provision of the service and court jurisdiction**

The location of provision of the service in case of the pick-up of the goods is our production facility which issues the goods, and, in case of delivery, the place of provision of the service, and our headquarters for the payments of the goods.

The contracting parties will try and settle all the arising disputes from mutual business relations amicably.

All disputes arising from the contract should be brought before the competent court in Zagreb.

#### **12. Final dispositions**

Final dispositions are published on the company's website and bulletin board.

On the relations, mutual rights and obligations of the seller/contractor and buyer/ ordering party is applied the legal right of the Republic of Croatia and the Croatian version of the text is the superseding version.

If one of the dispositions of the general conditions is considered null for any reason whatsoever, it will not affect the validity of other dispositions.

The buyer/ordering party confirms that he is aware of these General conditions and that he has read them, accepts to their application, and accepts all the rights and obligations deriving from these conditions of the contract with the seller/contractor.

The dispositions of the General conditions enter into force on 1 September 2012.