

## GENERAL SALES CONDITIONS

### Application area

General Sales Conditions of Nipro PharmaPackaging in Croatia (hereinafter: the Terms) are an integral part of all sales contracts between Nipro PharmaPackaging in Croatia and the buyers of Nipro PharmaPackaging in Croatia products. By purchasing products from Nipro PharmaPackaging in Croatia the buyer accepts these Terms.

These Terms apply to all sales of Nipro PharmaPackaging in Croatia unless stated by contract / offer between Nipro PharmaPackaging in Croatia and the buyer.

### Order Confirmation

The order is deemed to be accepted after Nipro PharmaPackaging in Croatia sends a written confirmation (by e-mail or fax). If Nipro PharmaPackaging in Croatia is unable to offer the delivery deadline specified in the order, the delivery deadline specified in the order confirmation will be applied.

Ordered quantity is considered the quantity specified in the order confirmation, if it is different from the one specified in the buyer's order. Buyer has the right to object to the order quantity corrected by Nipro PharmaPackaging in Croatia within 24 hours of receipt of order confirmation.

### Delivery

Nipro PharmaPackaging in Croatia reserves the right to deliver a particular article, so that up to three different serial numbers of the identical product can be delivered on any individual pallet. Nipro PharmaPackaging in Croatia also reserves the right to deliver an incomplete pallet.

Nipro PharmaPackaging in Croatia reserves the right to vary the quantity ordered when delivering a particular item for:

- $\pm 5\%$  for ordered quantities over 1,000,000 pieces of ampoules
- $\pm 7\%$  for ordered quantities less than 1,000,000 ampoule pieces
- $\pm 5\%$  for orders over 500,000 vials
- $\pm 7\%$  for ordered quantities of less than 500,000 vials

### Receipt of Goods

In case the buyer is late to pick up the goods or postpones the takeover of the goods, the buyer is obliged to pay Nipro PharmaPackaging in Croatia a total of 0.1% value of goods per day for each day of delay. Storage fees can not exceed 10% of the total value of the goods.

### Offer Option

The offer is valid for 7 days.



### **Payment**

Payment is made in advance (3 days before delivery at the latest) in the amount of 100% of the total price unless otherwise stated in the valid offer or contract.

In case of delays in payment, penalty interest is charged at the rate of 12% per annum. Parity is EXW according to INCOTERMS 2010 unless otherwise stated in the offer or contract.

### **Complaint**

A complaint shall be made in writing within 15 days of receipt of the goods by the buyer for visible defects, or within 12 months of receipt of the goods by the buyer for hidden defects.

The objection must include the serial number of the product, the name of the product, the date of production, the quantity of inadequate products, and the description and percentage of the defects found. Also, the buyer is required to submit samples of inadequate products. Products that are found to be inadequate may be returned by the buyer only after written approval by Nipro PharmaPackaging in Croatia. In agreement with the buyer, Nipro PharmaPackaging in Croatia will replace the defective product or will compensate the buyer for the funds paid. Maximum liability of Nipro PharmaPackaging in Croatia is limited to the purchased value of non-compliant products.

### **Packaging**

Nipro PharmaPackaging in Croatia products are packed in polypropylene boxes. The boxes are stacked onto euro pallets of 1200 x 800 mm and are covered with stretch film.

### **Storage**

The goods must be stored in an enclosed, dry and clean area, protected from external influences.

### **OWNERSHIP OF GOODS**

The goods remain the ownership of Nipro PharmaPackaging in Croatia until payment to Nipro PharmaPackaging in Croatia account has been executed and recorded for the full price of the goods, including any other costs incurred.

### **DISPUTE RESOLUTION**

For all disputes arising out of or in connection with these Terms and Conditions, or from the Agreement between Nipro PharmaPackaging in Croatia and in connection with them, including disputes relating to issues of their validity, breach or termination, as well as the legal effects resulting therefrom, shall be finally settled by arbitration in accordance with the Rules of Arbitration at the Permanent Court of the Croatian Chamber of Commerce. The governing law for dispute resolution shall be Croatian law.

### **Severability clause**

Should any provision of these Terms be null and void, the remaining provisions of the General Terms and Conditions shall remain in force. A non-binding provision will be replaced by a valid provision that is closest to the commercial purpose the Contracting Parties intended to achieve by an earlier provision which has been declared null and



void. If there are more non applicable provisions, this clause applies to any null provision.

### **Force Majeur**

Nipro PharmaPackaging in Croatia is not responsible for any damage, increased cost or loss that the customer would suffer or could suffer due to delays or non-fulfillment of obligations by Nipro PharmaPackaging in Croatia in events such as war, invasion, external enemy action, terrorist activity, hostility (regardless whether war is declared), civil war, rebellion or uprising, the activities of the Government or any action consistent with any Government demands; the outbreak of an epidemic; natural disasters such as earthquakes, tornadoes, storms and fires; substantial business delays as a result of court orders, prohibitions or similar orders received by third parties; collective labor disputes, or strikes, or acts of protesters; accidents on machinery plants or parts of plants used to fulfill obligations towards the buyer. In cases from the preceding paragraph Nipro PharmaPackaging in Croatia has the right, without any obligation or responsibility to the buyer, to completely or partially waive or cancel the orders it has taken over.

