

OPĆI UVJETI POSLOVANJA**Primjena Općih uvjeta poslovanja****Članak 1.**

Ovim Općim uvjetima poslovanja (u daljnjem tekstu: Uvjeti) uređuju se međusobna prava i obveze između V.R. Metal d.o.o. i pravnih i fizičkih osoba (dalje u tekstu: Ugovaratelj) s kojima se V.R. Metal nalazi u poslovnom odnosu.

Ugovori i/ili narudžbe su važeće ako su sastavljene u pisanom obliku i potpisane od strane V.R. Metal.

Potvrda, opoziv, obustava Ugovora/narudžbenice**Članak 2.**

V.R. Metal mora u roku od 3 dana od slanja narudžbenice dobiti potvrdu da je narudžbenica prihvaćena. V.R. Metal pridržava pravo opozvati narudžbu bez prava na naknadu Ugovaratelju pod uvjetom da je opoziv poslan prije nego što je V.R. Metal primio potvrdu narudžbenice. Ako potvrda odstupa od narudžbe, V.R. Metal -ovo prihvaćanje robe koju isporučuje Ugovaratelj ne smatra se prihvaćanjem nekog takvog odstupanja. V.R. Metal pridržava pravo u bilo koje vrijeme zahtijevati od Ugovaratelja da obustavi ispunjenje ugovora bez prava na izgubljeni dobit već samo i jedino na nadoknadu stvarnih troškova koji su potkrijepljeni odgovarajućim dokazima. V.R. Metal pridržava pravo odustati od dijela ugovora i zahtijevati od Ugovaratelja samo djelomično ispunjenje ili raskinuti ugovor u cijelosti, bez obzira na moguću krivnju Ugovaratelja i bez ikakvih troškova za V.R. Metal. U tom slučaju Ugovaratelj ima pravo naplatiti V.R. Metal -u samo usluge za koje je dokazano da su izvršene do datuma djelomičnog odustanka od ispunjenja ili raskida ugovora, umanjeno za sve moguće odbitke i uštede koje proizlaze iz ili se odnose na djelomični odustanak od ispunjenja ili raskida ugovora.

Rok i mjesto isporuke, ugovorna kazna, odgovornost, raskid**Članak 3.**

Osim ako nije izričito dogovoreno drugačije, rok za isporuku robe ili usluge počinje teći na dan potvrde narudžbe. Dan koji će se smatrati isporukom robe bit će datum primitka na lokaciji koju navodi V.R. Metal. Ako isporuka uključuje radove i usluge, dan koji će se smatrati isporukom bit će datum primopredaje. V.R. Metal ima pravo zaračunati ugovornu kaznu od 0,5% od ukupne vrijednosti Ugovora/narudžbe (bez PDV-a) za svaki započeti kalendarski dan kašnjenja s isporukom robe ili usluga, ali maksimalno 10% od ukupne vrijednosti. Takva je kazna neovisna od krivnje Ugovaratelja i nastanka štete. V.R. Metal pridržava pravo na potraživanje cjelokupne prouzročene štete (ugovorne i izvanugovorne). U slučaju kašnjenja V.R. Metal ima pravo raskinuti ugovor nakon isteka razumnog dodatnog roka za isporuku od strane Ugovaratelja U slučaju da se za vrijeme trajanja roka za isporuku može vidjeti da Ugovaratelj neće uredno isporučiti robu ili usluge ili ispuniti obveze u dogovorenom roku, V.R. Metal ima pravo poduzeti sve potrebne mjere kako bi spriječio neminovno kašnjenje isporuke o trošku i riziku Ugovaratelja.

Otprema, prijenos rizika**Članak 4.**

Ugovaratelj nema pravo niti u jednom slučaju na pridržaj prava vlasništva robe koju je naručio V.R. Metal. Kod isporuka koje uključuju radove i/ili usluge, rizik se prenosi s Ugovaratelja na V.R. Metal prilikom primopredaje. Za isporuke koje ne uključuju radove i/ili usluge, rizik se prenosi prilikom V.R. Metal -ovog primitka na određeno mjesto. Djelomična isporuka kao i isporuka manja ili veća od ugovorenog dopuštena je samo ako je V.R. Metal za to prethodno dao svoju izričitu suglasnost u pisanom obliku. Svaka isporuka popraćena je otpremnicom na kojoj se između ostaloga nalaze i pojedinosti o neto težini po stavki i broj narudžbenice za cijelu narudžbu. Osim ako V.R. Metal ne zatraži određeni način prijevoza, roba se mora otpremiti na način da otprema prouzrokuje najmanji trošak. U suprotnom, Ugovaratelj snosi sve dodatne troškove.

Izdavanje računa, obračunska plaćanja, prijenos prava**Članak 5.**

Računi se moraju dostaviti V.R. Metal -u odmah po isporuci robe, odnosno uredno završetku radova ili izvršenju usluga. Ugovaratelj prije izdavanja računa mora dostaviti OIB odnosno odgovarajući porezni broj. V.R. Metal pridržava pravo vratiti račun ako ne ispunjava tražene uvjete. U tom slučaju smatrat će se da račun nije niti predan te rok za plaćanje računa počinje teći od dana primitka ispravnog računa. Ugovaratelj ne može svoju tražbinu prema V.R. Metal -u ustupiti trećoj/trećim osobama bez izričitog pisanog pristanka V.R. Metal -a. V.R. Metal ima pravo na prijeboj potraživanja sa potraživanjima Ugovaratelja.

Uvjeti plaćanja, jamstva, osiguranje**Članak 6.**

Razdoblje u kojemu se računi moraju platiti počinje sa V.R. Metal -ovim bezuvjetnim prihvaćanjem isporučene robe, radova ili usluga i po primitku uredno izdanog računa. Osim ako nije drugačije dogovoreno, plaćanja se vrše u roku od 60 dana od primitka računa. V.R. Metal ima pravo uskratiti plaćanje dok se ne isprave utvrđeni nedostaci. Za vrijeme trajanja jamstvenog razdoblja V.R. Metal može uskratiti do 20% vrijednosti ugovora u obliku beskamatnog garantnog depozita. Plaćanje se ne smatra potvrdom da su roba ili usluge isporučene u skladu s ugovorom. Ako iz bilo kojeg razloga dogovoreno jamstvo i/ili osiguranje nije na raspolaganju, Ugovaratelj je dužan osigurati V.R. Metal -u jednakovrijedno jamstvo i/ili osiguranje. Ugovaratelj je dužan V.R. Metal -u dostaviti najmanje policu osiguranja od odgovornosti za neispravan proizvod (product liability) i policu osiguranja od odgovornosti (javna odgovornost prema trećim osobama i odgovornost prema djelatnicima).

GENERAL TERMS AND CONDITIONS**Application of the General Terms and Conditions****Article 1**

These General Terms and Conditions (hereinafter: the General Terms) regulate mutual rights and obligations between V.R. Metal d.o.o. and legal and natural persons (hereinafter: the Contractor) with whom V.R. Metal has a business relationship.

Contracts and/or order forms shall be valid if made in writing and signed by V.R. Metal.

Confirmation, cancellation, suspension of the Contract/order form**Article 2**

V.R. Metal has to receive confirmation that the order form has been accepted within 3 days from the moment of sending. V.R. Metal reserves the right to cancel an order form to the Contractor without the Contractor's right to compensation under the condition that the cancellation has been sent before V.R. Metal has received a confirmation of the order form. If the confirmation deviates from the order form, V.R. Metal's acceptance of the goods being delivered by the Contractor shall not be interpreted as the acceptance of any such deviation. V.R. Metal reserves the right to ask the Contractor at any time to suspend the execution of the contract without the right to compensation for lost profit, with the sole right to compensation of actual costs substantiated by adequate evidence. V.R. Metal reserves the right to cancel a part of the contract and seek partial execution from the Contractor or to terminate the contract entirely, regardless of the possible fault of the Contractor and without any costs for V.R. Metal. In such a case, the Contractor is entitled to charge V.R. Metal only for the services for which it has been proven that they were provided before the date of partial cancellation of execution or the termination of the contract, reduced by all possible deductions and savings resulting from or relating.

Deadline and place of delivery, liquidated damages, responsibility, termination**Article 3**

Unless explicitly agreed otherwise, the deadline for the delivery of goods or services shall commence on the date of confirmation of the order. The date deemed as a date of delivery of the goods shall be the date of receipt at the location specified by V.R. Metal. If the delivery also includes the works and services, the date of the delivery shall be the date of the handover. V.R. Metal shall be entitled to the right to calculate liquidated damages in the amount of 0.5% of the total value of the Contract/order form (without VAT) for each commenced calendar day of delay for the delivery of the goods or services, up to the maximal amount of 10% of the total value. Such damages shall not depend on the fault of the Contractor and the resulting damage. V.R. Metal reserves the right to claim the entire suffered damage (contractual and extra contractual). In the event of delay, V.R. Metal is entitled to the right to terminate the contract after the expiry of a reasonable additional deadline for delivery by the Contractor. In case it is possible to ascertain during the delivery period that the Contractor shall not deliver the goods or services or otherwise fulfil its obligations within the agreed deadline, V.R. Metal is entitled to take all the necessary measures to prevent impending delay of delivery at the expense and risk of the Contractor.

Dispatch, transfer of risk**Article 4**

The Contractor shall not in any case be entitled to the right to reserve the right of the ownership of the goods ordered by V.R. Metal. In case of deliveries that include works and/or services, the risk shall be transferred from the Contractor to V.R. Metal on the handover. In case of deliveries that do not include works and/or services, the risk shall be transferred at the moment of receipt by V.R. Metal at the destination. Partial deliveries, as well as the deliveries that are smaller or larger than agreed, shall be permitted only against an explicit written prior consent of V.R. Metal. Each delivery shall be accompanied by a bill of lading/dispatch note that, among other things, includes the details about the net weight per item and the number of the order form for the entire order. Unless V.R. Metal seeks a specific form of transport, the goods shall be dispatched so that the dispatch causes the lowest possible expenses. Otherwise, the Contractor shall cover all the additional expenses.

Issuing of invoices, calculation payments, transfer of rights**Article 5**

The invoices have to be delivered to V.R. Metal immediately upon the delivery of the goods, i.e. duly after the completion of the works or services. Prior to the issuing of the invoice, the Contractor shall submit its OIB or the adequate tax number. V.R. Metal reserves the right to return the invoice if it fails to meet the requested conditions. In such a case, it shall be deemed that the invoice was never submitted and the invoice term shall commence from the day of receipt of an adequate invoice. The Contractor may not transfer its claims from V.R. Metal to a third person without an explicit written consent of V.R. Metal. V.R. Metal is entitled to the right to set-off its claims against the claims of the Contractor.

Payment terms, warranties, insurance**Article 6**

The period in which the invoices have to be paid for shall commence with V.R. Metal's unconditional acceptance of the delivered goods, works or services and upon the receipt of a duly issued invoice. Unless agreed otherwise, the payments have to be made within 60 days from the receipt of the invoice. V.R. Metal is entitled to the right to withhold payments until the shortcomings are remedied. During the warranty period, V.R. Metal may withhold 20% of the value of the contract in a form of an interest-free warranty deposit. The payment shall not be interpreted as a confirmation that the goods or services have been delivered in accordance with the contract. If for any reason the agreed warranty and/or security is not available, the Contractor shall be obliged to provide V.R. Metal with the warranty and/or security with the same value. The Contractor shall be obliged to provide V.R. Metal at least with the product liability insurance policy and a policy for public liability insurance for third persons and employees.

Primopredaja, nedostaci, odgovornost, intelektualno vlasništvo, viša sila**Članak 7.**

Samim primitak ili privremena uporaba isporučene robe, radova i usluga ili plaćanja za iste ne predstavlja prihvaćanje ili odricanje od prava koja pripadaju V.R. Metal -u. Ako se u provjeri ustanovi da dijelovi isporučene robe ne ispunjavaju zahtjeve V.R. Metal -a ili nemaju potrebnu kvalitetu potrebnu za udovoljavanje kriterijima na tržištu za takvu vrstu robe, V.R. Metal može u potpunosti odbiti isporučenu robu ili usluge. Jamstveni rok za vidljive i skrivene nedostatke ponuđene opreme i radova iznosi 24 mjeseci od puštanja u pogon. Jamstveni rok za zamjenske proizvode nakon ispravka nedostataka koje V.R. Metal prijavi počinje iznova teći. V.R. Metal može od Ugovaratelja tražiti da ili odmah ispravi nedostatke utvrđene u gore navedenim jamstvenim rokovima na račun Ugovaratelja na određitu ili da u utvrđenom roku osigura robu i usluge bez nedostataka. V.R. Metal je ovlašten potraživati sve troškove koji nastaju u vezi ispravljanja nedostataka kao i sve troškove inspekcije te eventualno izrečene novčane kazne proizašle iz provedenog prekršajnog postupka u povodu počinjenih povreda ustanovljenih inspekcijom, odnosno ako je inspekcijom utvrđeno da postoje nedostaci. U slučaju predstojeće opasnosti, npr. kako bi izbjegao vlastitu povredu, ili ako Ugovaratelj ne ispravi nedostatke u razumnom roku, V.R. Metal ima pravo od trećih osoba nabaviti proizvode bez nedostataka, bez prethodne obavijesti i ne dovodeći u pitanje njegova potraživanja na osnovu jamstva prema Ugovaratelju ili popraviti ili dati popraviti robu s nedostacima o trošak Ugovaratelja. Ne dovodeći u pitanje druge obveze, Ugovaratelj će oštećiti i osloboditi od odgovornosti V.R. Metal za sva potraživanja na temelju odgovornosti za proizvode, a koje imaju treće osobe prema V.R. Metal -u kao posljedicu nedostataka na proizvodima koje isporučuje Ugovaratelj. Postrojenja ili proizvodi koje isporučuje Ugovaratelj moraju imati. Postrojenja ili proizvodi koje isporučuje Ugovaratelj moraju imati potrebne sigurnosne značajke i zadovoljavati važeće sigurnosne standarde (pogotovo važeće sigurnosne standarde na lokaciji u slučaju postrojenja ili dijelova istih). U svakom slučaju poštuju se trenutno važeća tehnička pravila. Pogotovo se moraju poštovati važeće direktive EU-a, hrvatski zakon o općoj sigurnosti proizvoda i bilo koje odredbe (u aktualnom, važećem izdanju) koje se temelje na istima, kao i trenutno važeća verzija propisa europski standardi, hrvatski standardi i druga slična pravila.

Materijal, dokumentacija, nacrti, tehnička rješenja**Članak 8.**

Sva dokumentacija, kao što su planovi, nacrti i modeli postaju vlasništvo V.R. Metal -a čak i u slučaju prijevremenog raskida ugovora, i na zahtjev se predaje V.R. Metal -u. Ugovaratelj će bez naknade dostaviti nacрте i tehnička rješenja kada je to potrebno. Svi alati, obrasci, uzorci, modeli, profili, nacrti, standardni listovi sa specifikacijama, predlošci za tiskanje i materijali koje dostavi V.R. Metal, kao i svi materijali proizašli iz toga ostaju V.R. Metal -ovo vlasništvo i bez prethodne pisane suglasnosti V.R. Metal -a neće biti dostupni nijednoj trećoj strani niti se koristiti u bilo koje druge svrhe osim onih dogovorenih ugovorom.

Mjerodavno pravo, rješavanje sporova, salvatorna klauzula, povjerljivost**Članak 9.**

Primjenjuje se pravo Republike Hrvatske, uz isključenje trgovačkih običaja i prakse (trgovačke uzance), kolizijskih pravila međunarodnog privatnog prava te pravila Bečke (UN) konvencije o ugovorima o međunarodnoj trgovini robom iz 1980. godine. Sporove, posebice o provođenju ugovora ili o zahtjevima koji proizlaze iz ugovora, uključujući i sporove koji se odnose na pitanja njegovog valjanog nastanka, povrede ili prestanka, kao i na pravne učinke koji iz toga proistječu, uputit će se na mirenje u skladu s važećim Pravilnikom o mirenju Hrvatske gospodarske komore. Ako ti sporovi ne budu riješeni mirenjem u roku od 30 (trideset) dana nakon podnošenja prijedloga za pokretanje postupka mirenja ili u drugom roku o kojem se stranke dogovore, oni će se konačno riješiti sudskim putem nadležnog suda u Splitu. Ugovaratelj se obvezuje da neće otkrivati povjerljive informacije koje se odnose na V.R. Metal ili predmet ugovora, a koje je zakonito stekao u vezi s Ugovorom i/ili narudžbom, osim ako takve informacije postanu općepoznate ili Ugovaratelj dođe u njihov posjed drugim zakonitim načinom. Ako Ugovaratelj angažira treću osobu za ispunjenje svojih ugovornih obveza, on se mora pobrinuti da se isti ugovorom obveže na barem istu razinu povjerljivosti.

Stupanje na snagu**Članak 10.**

Ovi Uvjeti su izdani na hrvatskom i engleskom jeziku. U slučaju proturječja, prevladati će tekst Uvjeta na hrvatskom jeziku.

Ovi Uvjeti stupaju na snagu i primjenjuju se od 20.05.2020. godine.

Handover, shortcomings, liability, intellectual property, force majeure**Article 7**

The receipt or temporary use of the delivered goods, works and services or payments for such goods, works and services shall not be interpreted as acceptance or waiver of any rights to which V.R. Metal is entitled to. If a control shows that the parts of the delivered goods fail to meet the requirements of V.R. Metal or do not have the quality required for meeting the market criteria for such type of goods, V.R. Metal may completely reject the goods delivered or the services rendered. The warranty period for visible and hidden flaws in the offered equipment and works is 24 months from the commissioning. The warranty period for replacement products after the correction of the shortcoming reported by V.R. Metal shall commence anew. V.R. Metal may ask the Contractor either to remedy the shortcomings found during the above specified warranty periods immediately at the expense of the Contractor at the place of destination or to provide the goods and services without shortcomings within the specified deadline. V.R. Metal is authorised to claim all the expenses resulting from the remedying of shortcomings, as well as all the expenses of inspection and potential fines resulting for a conducted misdemeanour procedure in terms of violations found during the inspection, i.e. if the inspection has shown certain shortcomings. In the event of the existing danger, i.e. to avoid personal injury or if the Contractor fails to remedy the shortcomings within a reasonable deadline, V.R. Metal is entitled to the right to procure the products without shortcomings from third persons, without a prior notice and without prejudice to its claims under the warranties of the Contractor or to remedy or have the goods remedied at the expense of the Contractor. Without prejudice in terms of any other obligations, the Contractor shall indemnify and hold V.R. Metal harmless in case of any claims based on liability for the products, which third parties have from V.R. Metal based on shortcomings in the products delivered by the Contractor. The plants and products delivered by the Contractor have to have the required safety features and have to meet the applicable safety standards (in particular the applicable safety standards at the location in case of plants or parts thereof). In either case, the currently applicable technical rules have to be respected. The applicable EU directives, the Croatian law on general product safety and any other provisions (in the currently applicable version) based thereupon have to be respected, as well as the currently applicable version of the regulations, the European standards and other similar rules.

Material, documents, drawings, technical solutions**Article 8**

All the documents, such as plans, drawings and models remain the property of V.R. Metal even in the event of early termination of the contract, and shall be handed over to V.R. Metal at their request. The Contractor shall submit the drawings and technical solutions without compensation when so required. All the tools, forms, samples, models, profiles, drawings, data sheets, printing previews and materials provided by V.R. Metal, as well as all the materials resulting therefrom shall remain the property of V.R. Metal and shall not be made available to any third party or be used for any other purposes other than the ones agreed by this contract without a prior written consent of V.R. Metal.

Governing law, dispute settlement, severability clause, confidentiality**Article 9**

The law of the Republic of Croatia shall apply, with the exclusion of trade customs and practices (trade usances), the conflict-of-law rules of international private law and the rules of the Vienna (UN) convention on contracts for the international sale of goods from 1980. The disputes, in particular pertaining to the implementation of the contract or the requirements resulting from the contract, including the disputes pertaining to the issues of its valid occurrence, violation or termination, as well as the legal effects resulting therefrom, shall be resolved in accordance with the applicable Rulebook on mediation of the Croatian Chamber of Economy. If such disputes cannot be settled through mediation within 30 (thirty) days from the submission of a motion for the initiation of a mediation procedure or other period agreed between the parties, they will finally be resolved by the competent court in Split. The Contractor shall be obliged not to disclose confidential information pertaining to V.R. Metal or the subject of the contract, which they have legally acquired in relation to the Contract and/or order form, unless such information become public or the Contractor acquires such information in other legal manner. Should the Contractor engage a third person to fulfil its contractual obligations, the Contractor must ensure that such person has at least the same level of confidentiality foreseen by this contract.

Entry into force**Article 10**

The General terms and Conditions are executed in Croatian and English language. The Croatian version shall prevail in case of conflict.

These General Terms and Conditions shall enter into force and apply from May 20th, 2020.