



ARTICLE 1. APPLICABILITY OF THESE TERMS.

These terms and conditions apply to every offer and to every agreement between Polyplastika doo, hereinafter referred to as "Polyplastika", and the other party, hereinafter referred to as the "other party", except insofar as Polyplastika has explicitly stated in writing that they are in the relevant agreed agreement or quotation deviates from these conditions. The terms and conditions also apply to any further agreement, even if no explicit reference is made to these terms and conditions.

ARTICLE 2. OFFERS.

1. All quotations made by Polyplastika are without obligation and after acceptance Polyplastika has the right to revoke the quotation within 2 working days after receipt of the acceptance by the other party.
2. The prices stated in an offer are exclusive of VAT and / or other costs and taxes, unless explicitly stated otherwise in writing.

ARTICLE 3. DELIVERY and SUBCONTRACTION.

Unless explicitly agreed otherwise in writing, the delivery of Polyplastika products takes place ex works / warehouse of Polyplastika. If one of the "Incoterms" has been agreed in the delivery conditions, the Incoterms in force at the time of the conclusion of the agreement, as published by the International Chamber of Commerce in Paris, will apply. If terms are used that also appear in the list of Incoterms, then these terms have the meaning given to them according to the Incoterms.

2. The other party is obliged to take delivery of the purchased goods at the moment they are made available to him / her in accordance with the agreement or at the moment when they are delivered to him / her or an address specified by him / her. If the other party refuses to take delivery, or fails to provide the necessary information or instructions to be able to proceed with delivery, the goods will be stored at the expense and risk of the other party. If the goods should be delivered to an address to be indicated by the other party, the costs of transport - from the delivery address to the place of storage - will be borne by the other party, as well as the costs for transport from that storage location to the final location. of delivery. Further costs reasonably incurred will then also be borne by the other party.
3. In the event that the goods to be delivered must be used outside North Macedonia and these goods must meet the technical requirements or standards applicable in that country, which are prescribed by the government, Polyplastika is solely responsible for the delivery of the goods that are the stated technical requirements and / or standards meet when the customer has stated in writing of the specifically applicable legal technical requirements and standards before concluding the purchase agreement and has also made it part of the agreement.
4. In the event that products and / or parts thereof are produced or delivered under subcontracting, Polyplastika remains ultimately responsible for the delivery. In the event that products do not meet the correct specifications and Polyplastika is therefore unable to fulfill its delivery agreements / on time, Polyplastika will recover the full costs of repair / loss, including additional costs such as transport and customs costs, from the producer.
5. If the delivery is delivered directly from the subcontractor to the customer, the subcontractor will at all times ensure a final inspection and proper packaging / shipment.

ARTICLE 4. DELIVERY TIME.

An agreed delivery time is not a deadline, unless explicitly agreed otherwise in writing. The other party must therefore give Polyplastika written notice of default.

ARTICLE 5. PARTIAL DELIVERIES.

Polyplastika is at all times permitted to deliver sold goods in parts and to invoice these parts separately.

ARTICLE 6 TECHNICAL REQUIREMENTS AND STANDARDS and SUBCONTRACTIONS.

1. In the event that the goods to be delivered must be used outside North Macedonia and these goods must comply with the technical requirements or standards applicable in that country, which are prescribed by the government, Polyplastika is exclusively responsible for the delivery of the goods that are the stated technical requirements and / or standards meet if the customer has made a written statement of the specific applicable legal technical requirements and standards before concluding the purchase agreement and has also made it part of the agreement.
2. In the event that products and / or parts thereof are produced or delivered under subcontracting, Polyplastika remains ultimately responsible for the delivery. In the event that products do not meet the correct specifications and Polyplastika cannot fulfill its delivery agreements or cannot comply with them on time, Polyplastika will recovery / loss, including additional costs such as transport and customs costs from the producer.
3. In the event that the delivery is delivered directly from the subcontractor to the customer, the subcontractor will at all times ensure final inspection and proper packaging / shipment.

All other technical requirements set by the other party for the goods to be delivered and which deviate from the normal specifications of the goods provided by Polyplastika, must also be explicitly stated in writing by the other party when concluding the purchase agreement.

ARTICLE 7. SAMPLES, MODELS AND EXAMPLES.

If a sample, model or example is shown or provided by Polyplastika, this sample or model is deemed to have been provided by way of indication only. The quality of the goods to be delivered may deviate from the sample, model or example, unless it is guaranteed in writing that the goods will be delivered in accordance with the sample, model or example shown and / or provided.

When Polyplastika provides drawings or models in quotations or agreements, these remain the property of Polyplastika at all times, unless expressly agreed otherwise in writing.

ARTICLE 8. CHANGES TO THE GOODS TO BE DELIVERED.

Polyplastika is authorized to deliver goods that deviate from what has been agreed, if it concerns changes in the packaging of those goods or accompanying documentation that are required to comply with the applicable legal regulations or if the changes are minor in nature and that are an improvement of the goods to be delivered mean at the discretion of Polyplastika. Minor deviations in the color scheme, the dimensions or the weight, which according to good commercial practice, fall within common tolerances, do not constitute grounds for complaints, destruction or dissolution. The other party is aware that the chance of the aforementioned deviations increases with partial and / or subsequent deliveries.

ARTICLE 9. TERMINATION OF THE AGREEMENT.

1. The claims of Polyplastika on the other party are immediately due and payable in the following cases:

- a. If, after the conclusion of the agreement, Polyplastika becomes aware of circumstances that give Polyplastika good grounds to fear that the other party will not be able to fulfill its obligations under the relevant agreement towards Polyplastika, or not in time or in full;
 - b. if the other party does not provide the security requested at the time of conclusion for the fulfillment of its obligation towards Polyplastika, or does not provide it to a sufficient extent.
2. In the aforementioned cases, Polyplastika is authorized to suspend the further execution of the agreement or to proceed to dissolution of the agreement, without prejudice to Polyplastika's right to claim compensation.
 3. If circumstances arise of a personal and / or material nature of which Polyplastika uses or tends to use for the fulfillment of the agreement and which are of such a nature that the performance of the agreement for the benefit of the other party becomes impossible, or becomes so inconvenient and / or disproportionately expensive that compliance with the agreement can no longer reasonably be expected of Polyplastika, Polyplastika is authorized to dissolve the agreement without the other party being entitled to any compensation or reimbursement of costs.

ARTICLE 10. WARRANTY.

1. The warranty obligation of Polyplastika does not extend further to what the producer of that product guarantees towards Polyplastika, unless expressly agreed otherwise.
2. Polyplastika is not responsible for the suitability of the item for a specific intended use, this risk lies with the other party, unless this is explicitly stated in writing by Polyplastika when concluding the agreement.

ARTICLE 11. RESERVATION OF OWNERSHIP.

1. All goods delivered by Polyplastika remain the property of Polyplastika until the other party has fulfilled all obligations under all agreements concluded with Polyplastika, including:
 - a. the consideration (s) with regard to the item (s) delivered, previously delivered and unpaid or to be delivered;
 - b. the consideration (s) with regard to services provided or to be provided by Polyplastika under the purchase agreement (s);
 - c. any claims for damages, costs and interest due to incorrect fulfillment by the other party of the purchase agreement (s) with Polyplastika.
2. Goods delivered by Polyplastika that are subject to retention of title by virtue of the above paragraph may only be resold in the context of normal business operations. The other party is explicitly not authorized to pledge these items or to establish any other right on them.
3. If the other party does not fulfill its obligations under agreement (s) or if there are justified fears that he will not do so in the opinion of Polyplastika, Polyplastika is entitled to remove or have them removed from the other party or third parties who keep the goods for the other party, which are subject to the aforementioned retention of title, whereby the other party undertakes to cooperate fully in this regard. and also to instruct the third parties who may hold the goods for the other party to also cooperate fully. If the other party fails to comply with the provisions of this paragraph, it will forfeit a fine of 10% of the amount owed by it to Polyplastika, without prejudice to Polyplastika's right to remove the goods or have them removed.
4. If third parties wish to establish any right to the goods delivered subject to retention of title or wish to assert any right to those goods, the other party is obliged to notify Polyplastika in writing immediately of such wishes or intentions. Polyplastika is therefore entitled to take over its property. The other party must cooperate in this.
5. The other party is obliged: to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion or water damage and against theft and also to provide a copy of the policy in question to Polyplastika upon first request;
 - a. to pledge all claims of the other party on insurers or third parties if the goods are not covered by the relevant insurance or are not insured up to the goods delivered under retention of title to Polyplastika on first request in the legally prescribed manner;
 - b. to pledge the claims that the other party obtains against its customers when reselling goods delivered by Polyplastika under retention of title to Polyplastika on first request in the manner prescribed by law;
 - c. to mark the goods delivered under retention of title at first request as the property of Polyplastika in the manner to be indicated by Polyplastika, or to immediately give Polyplastika the opportunity to do this itself;

d. to cooperate in all other ways with reasonable measures that Polyplastika wishes to take to protect its right of ownership with regard to the goods, which are delivered under retention of title and which do not unreasonably hinder the other party in the normal course of its business. This also includes, if necessary, renting out part of the other party's premises to Polyplastika, if necessary, and then placing the goods delivered by Polyplastika under retention of title there.

ARTICLE 12. DEFECTS: COMPLAINT TERM.

1. If possible, the other party must investigate, or have examined, the purchased goods immediately upon delivery or as soon as possible thereafter, no later than five days after delivery. The other party must check whether the delivered goods comply with the concluded agreement, namely:
 - a. whether the correct goods have been delivered;
 - b. whether the goods correspond with what has been agreed in terms of quantity;
 - c. and / or the goods delivered meet the expressly agreed quality requirements or, if these do not meet the requirements that may be expected according to Dutch commercial practice.
2. If visible defects or shortages are found, the other party must report these to Polyplastika in writing within 8 days after delivery.
3. Non-visible defects must be reported by the other party to Polyplastika in writing within 3 days after discovery, but no later than 30 days after delivery.
4. Failure to observe the aforementioned investigation and / or notification periods will result in the other party no longer being able to assert any rights against Polyplastika under the relevant agreement, without prejudice to the other party's obligation to fulfill its obligations under the agreement towards Polyplastika.

ARTICLE 13. PAYMENT.

1. Payment must be made in North Macedonian legal tender, the amount due must be credited to Polyplastika's bank account within 30 days of the invoice date. If the period of 30 days after the invoice date has passed without payment having been made, the other party will be in default by operation of law without any summons or notice of default being required. From the moment of the occurrence of default, the other party owes Polyplastika default interest on the amount due, equal to the statutory interest plus 2%.
2. In the event of liquidation of the other party, or bankruptcy or suspension of payment of the other party, or an application for bankruptcy or suspension of payments of the other party, all payment obligations towards Polyplastika are immediately due and payable.
3. The other party is never entitled to proceed with suspension or settlement with claims it has or claims against Polyplastika, except insofar as Polyplastika gives explicit written permission for settlement of the relevant claims.
4. The payments made by the other party, despite any notification to the contrary from the other party upon payment, always serve to settle in the first place all interest and costs owed, each time first on the oldest invoices, and in the second place to settle the oldest due and payable invoices.

ARTICLE 14. COLLECTION COSTS.

1. If the other party is in default or in default with the fulfillment of one or more of its obligations towards Polyplastika, all (extra) judicial costs, with a minimum of 15% of the principal sum, will be incurred in order to obtain or realize fulfillment of those obligations out of court at the expense of the other party.
2. As proof of any costs, invoices from third parties engaged by Polyplastika serve as full proof.

ARTICLE 15. FORCE MAJEURE.

1. Shortcomings in the fulfillment of the obligations arising from the agreement can never be invoked against Polyplastika. Nor can it be held liable for this if these shortcomings are not due to its fault, nor should it be for its account under the law, the agreement and / or generally accepted standards.
2. Force majeure includes, but is not limited to:
 - a. the circumstance that Polyplastika does not receive a performance that is important for the performance to be delivered by it to the other party, even if such a failure could possibly have been foreseen;
 - b. strikes, punctuality actions or any other action by or on behalf of Polyplastika employees or by or on behalf of employee organizations;
 - c. disruptions or delays in traffic;
 - d. government measures that prevent Polyplastika from fulfilling its obligations on time or properly and / or completely.
 - e. a general lack of necessary raw materials and other goods or services required to achieve the agreed performance. This will also be present when the costs of these raw materials for the goods or services required for the agreed performance are significantly increased in price after the conclusion of the agreement on sickness absence of employees of Polyplastika.
3. If the performance is delayed by more than one month due to force majeure, each of the parties is entitled, to the exclusion of further rights, to dissolve the agreement, without Polyplastika being obliged to pay any compensation for damage suffered by the other party or third parties or any other guarantee. will include consequential damage from both the other party and third parties.
4. Polyplastika also has the right to invoke force majeure of this agreement if the circumstance that prevents fulfillment occurs after Polyplastika should have already fulfilled its obligation.
5. Insofar as Polyplastika has already partially fulfilled its obligations or can only partially fulfill its obligations when the force majeure commences, it is entitled to separately invoice the part already delivered or the part still to be delivered and the other party is obliged to invoice this invoice. as if it were a separate agreement. However, this does not apply if the part that has already been delivered or that can still be delivered has no independent value according to objective standards, whereby the intended use does not play a role for the other party.

ARTICLE 16. LIABILITY.

1. Polyplastika is not liable for any damage whatsoever, in particular as a result of business and / or personal injury suffered by the other party and / or its employees and / or third parties as a direct and / or indirect result of defects in goods delivered, including tools and / or services supplied with that good, as well as the conduct of its employees and / or third parties engaged by it, all without prejudice to legal liability with regard to product liability and / or intent or gross negligence on the part of Polyplastika and / or its employees.
2. In the event that Polyplastika is held liable despite the provisions of the previous paragraph, it is only obliged to compensate that damage that is paid out in the relevant case under the insurance taken out by Polyplastika, or if Polyplastika is not insured in the relevant case. that Polyplastika can recover this damage from third parties.
3. Polyplastika is never liable for damage and / or costs as a result of delay in the delivery of the goods to be delivered by Polyplastika, nor for consequential damage, nor for direct or indirect damage by third parties.
4. Insofar as Polyplastika would be held liable on the basis of product liability with regard to goods delivered by Polyplastika, the defect that the
has caused the relevant damage, or is also considered to have been caused by the actions of the other party insofar as the latter has not fulfilled its obligation to immediately inspect the delivered goods, or he has not noticed the defect despite inspecting the goods he could reasonably be expected to have noticed the defect upon expert inspection. In such a case, the other party indemnifies Polyplastika against claims from third parties, including employees of the other party.
5. If, despite the above, Polyplastika is considered liable for any damage, or consequential damage, it will not be obliged towards the other party to pay any compensation in excess of the value of the goods delivered if the price of the goods delivered is disproportionate to damage suffered directly or indirectly by the other party. This is in any case considered to be the case if the damage amounts to more than five times the price of the relevant delivered goods.

ARTICLE 17. COMPETENT COURT.

1. Contrary to the legal rules for the jurisdiction of the civil court, any dispute between the other party and Polyplastika, without prejudice to the legal rules of jurisdiction with regard to the competence of the subdistrict court, will be settled by the court in Ohrid NMK. In addition, Polyplastika remains authorized to summon the other party to appear before the competent court according to the law or the applicable international law.

ARTICLE 18. APPLICABLE LAW.

1. North Macedonian law is applicable to every agreement between Polyplastika and the other party, to the exclusion of the Vienna Sales Convention.

2. Insofar as any provision or part of a provision of these general terms and conditions or of the agreement to which these general terms and conditions apply are null and void, the other provisions of these general terms and conditions or the agreement to which these general terms and conditions apply.

The other party declares in writing that it has taken note of these terms of delivery at the time the order is awarded to Polyplastika.