General Terms and Conditions (GTC)

1. Scope and Application

1.1. These General Terms and Conditions (GTC) form an integral part of all agreements for the sale and delivery of products of InterCal Croatia d.o.o. - hereinafter referred to as ICC - and its customers - hereinafter referred to as the Customer (CU) -, hereinafter jointly also referred to as "*the Parties*".

1.2. Deviations from these GTC as well as any terms and conditions of the CU's business shall be ineffective and shall not become part of the contract unless they are accepted by ICC in whole or in part in writing.

2. Delivery/Delay in Delivery

2.1. Unless expressly agreed otherwise in writing, delivery shall be made "Ex Works" (in accordance with Incoterms in the version valid at the time of conclusion of the contract) of ICC.

2.2. Each individual delivery or collection shall be mutually agreed between ICC and CU. If delivery periods and delivery dates are not expressly agreed as fixed, they shall always be deemed to be non-binding. ICC is entitled to make partial deliveries and provide partial services.

2.3. Orders must be placed in writing (email, fax, by post); ICC will not accept telephone orders.

2.4. Orders placed by CU without prior submission of an offer by ICC cannot be processed.

2.5. The contract shall only be concluded upon ICC's written confirmation of the order/of the assignment. ICC may revoke offers at any time before issuing an order confirmation.

2.6. Orders by CU must regularly be placed at least 4 (four) working days before the desired delivery date. In exceptional cases, the deadline for individual deliveries can be shortened by up to 2 (two) working days if ICC expressly agrees to this. In the event of non-compliance with this timeframe, ICC reserves the right to charge an additional fee for urgent delivery in the amount of 20% of the respective order value.

2.7. Unforeseen operational disruptions (e.g., unplanned furnace shut-down), delivery delays or delivery failures on the part of ICC's suppliers, shortages of labour, energy or raw materials, strikes, lockouts, difficulties in procuring means of transport, traffic disruptions and official decrees, shall release ICC from the delivery obligation for the duration of their effects. ICC shall inform CU immediately of the occurrence of such an event. If consequently, delivery is delayed by more than 40 days, CU shall be entitled to terminate the contract with regard to the quantity affected by the disruption in delivery, excluding all further claims. However, the contract may not be terminated for non-performance of an insignificant part of the obligation.

2.8. In the event of an objective delay in delivery due to force majeure or extraordinary events in accordance with point 9., the CU shall not be entitled to any claims for damages against ICC.

2.9. If an expressly agreed delivery period is exceeded, CU shall be entitled to terminate the contract and demand compensation after expiry of a grace period of 10 (ten) working days, to be set by CU in writing, under the exclusion of any further rights. However, claims for compensation by CU due to delay and/or non-performance shall be limited to the amount of 25 % of the invoice value of the quantity of goods not delivered or not delivered on time, unless a limitation of liability is not allowed in accordance with mandatory statutory provisions due to intentional or particularly gross negligent behaviour. CU's duty to mitigate damages shall remain unaffected by this.

2.10. ICC's compliance with the expressly agreed delivery and performance period shall be conditional upon CU's timely and proper fulfilment of its obligations.

2.11. The CU has to provide ICC with the correct information for loading. Transportation and unloading of products shall be at CU's own risk and expense. ICC shall not assume any liability in this context. CU shall be solely responsible for ensuring that the carrier commissioned by him does not load the vehicle beyond the officially approved maximum weight or inadequately secures the transported goods.

2.12. Deliveries shall comprise at least the net loading weight of the vehicle on which the respective tariff is based and, unless CU expressly requests the loading of a smaller quantity when placing the order, ICC reserves the right to use the full load capacity of the vehicle. Costs due to shortages, re-weighing, disposal etc. shall be borne by CU. For quantities ordered but not accepted, ICC shall be entitled to charge the price as well as the costs for their return transport and manipulation. Any additional costs due to an excessively long unloading time (longer than one hour) shall be borne by CU.

3. Default of the CU

3.1. ICC's obligation to deliver shall be suspended as long as CU is in default with a due payment. CU shall not be entitled to subsequent delivery of quantities which ICC has not delivered because of CU's overdue payments. ICC's other rights arising from the default in payment shall not be affected thereby.

3.2. If CU is in default of acceptance or violates other duties to cooperate, ICC shall be entitled to demand compensation for the damage resulting therefrom, including any additional expenses. Irrespective of this, ICC reserves the right to assert further claims.

3.3. If CU is in default of acceptance, the risk of accidental loss or accidental deterioration of the goods shall be borne by CU.

4. Prices and Terms of Payment

4.1. Prices offered are subject to change. Changes to the calculation components and/or introduction or increase of cost-relevant taxes or charges (customs duties, energy costs, allocation of CO_2-certificates or CO_2 related charges, etc.) entitle ICC to make appropriate price adjustments.

4.2. If ICC's costs for CO_2 (CO_2 tax, CO_2 emission rights, etc.), transportation, labour, maintenance and/or energy (gas, electricity and fuel) have increased by more than 10 % by the time of delivery of the goods, compared to the costs at the time the offer was submitted, ICC shall be entitled to increase the agreed prices to the extent of this cost increase.

4.3. Unless otherwise agreed, the weight determined on ICC's calibrated works scales shall be relevant for invoicing. If packaged goods are delivered, the quantity stated on the delivery documents is relevant for invoicing.

4.4. Unless otherwise agreed, invoices are due for payment within a period of 30 days from the invoice date. Payment is deemed to be on time if it is received on ICC's account within the payment period.

4.5. The deduction of a price (agreed discount) requires a special written agreement. If partial payments have been agreed, any agreed discount shall be cancelled in its entirety.

4.6. Collection and discount charges shall be borne exclusively by CU.

4.7. In the event of default in payment, statutory provisions apply.

4.8. In case of default in payment, as well as in the event of justified doubts about CU's solvency and creditworthiness, ICC shall be entitled, without prejudice to its other rights, to demand advance payment for outstanding deliveries, or it may postpone performance of its obligations until CU performs its obligation or until CU provides sufficient guarantees for the performance.

4.9. CU is not entitled to withhold payments. Claims from ICC can only be offset against counterclaims of CU if the latter have been expressly acknowledged by ICC or have been legally established.

5. Quality and warnings

5.1. In the event of transfer to third parties, CU is obliged to observe all warnings in accordance with the enclosed product information (delivery note, bag imprint or product data sheets) and the respective valid safety data sheet. CU is liable for full compliance with these warnings, both in the event of its own use of the goods and in the event of resale or transfer.

6. Transfer of risk

6.1. Costs and risk pass to CU upon takeover of the products/goods at the ICC's plant (Incoterms see item 2.1). This shall also apply if ICC carries out and organises the transport.

6.2. In the event of delays in delivery attributable to CU, the risk with regard to the products shall already pass to the CU upon notification of readiness for delivery.

6.3. The place of fulfilment is the ICC's plant.

7. Retention of title

7.1. The products remain the property of ICC until full payment has been made.

7.2. CU undertakes to handle the products carefully and separately from other goods from other suppliers, so that it is possible to assign ownership to ICC at any time.

7.3. In the event of a seizure or other claim, CU is obliged to point out ICC's right of ownership and inform ICC without delay.

7.4. CU is not entitled to sell the delivered and still not paid goods. However, if the CU still sells the goods, at the time of sale, CU shall already assign to ICC the resulting claims against its clients with all rights, until the complete settlement of all claims by ICC, irrespective of whether the reserved goods have been unprocessed, processed or resold to one or more clients. CU shall make a corresponding note of assignment in its books and in the list of outstanding debtor items (open items list) and shall inform its client of the assignment and provide ICC with the information and documents required to assert its rights against the client.

8. Material defects and damage claims

8.1. ICC is responsible for material defects only to the extent that the products/goods must comply with the requirements set forth in the product data sheets at the time of handover. ICC is therefore not liable for any other material defects of products/goods. By entering into a contract with ICC, the CU agrees to such limitation of liability and also waives all rights and claims in this regard.

8.2. Any material defects and related claims must be reported to ICC in writing immediately, otherwise all claims will be forfeited.

8.3. Any dimensions, weights and quality specifications contained in technical data sheets, advertising material and documentation published by ICC, as well as samples or test pieces, are approximate values of the respective average production of ICC. All drawings, plans, quantity specifications or requirements calculations made available to CU are non-binding, remain the property of ICC and may only be made accessible to third parties with ICC's prior written consent. CU is solely responsible for the choice and proper processing of the product, taking into account the processing and advisory instructions in the product data sheets, the applicable technical standards, the specific properties of the products and the specific intended use and must consult a specialist if in doubt. Please note that the product data sheets provided for information purposes are subject to ongoing changes and the current version can be found at www.intercal.hr.

8.4. Unless ICC is guilty of intent or gross negligence, all claims for damages against ICC are excluded in their entirety, regardless of their legal basis.

9. Force majeure

9.1. Cases of force majeure (e.g., war, natural disasters, strikes, epidemics, pandemics, official measures), and other events beyond the reasonable control or expectation of the parties, under which fulfilment of one party's obligations under the Agreement becomes impossible, shall also release the other party accordingly from the fulfilment of its obligations under the Agreement, and if the latter has fulfilled (a part of) its obligation, it may demand restitution under the rules on restitution of the unjust enrichment.

9.2. In case of partial inability to fulfil due to force majeure, the other party may terminate the contract if the partial fulfilment does not meet its needs, otherwise the contract remains in force and the other party has the right to demand a proportional reduction of its obligation.

9.3. The party affected by the force majeure shall immediately notify the other party thereof.

10. Place of jurisdiction, applicable law

10.1. These GTC and their legal effect, interpretation and performance, as well as entire legal relationship between the Parties shall be governed by Croatian law, excluding the conflict-of-law rules. Application of the UN Convention of Contracts for the International Sale of Goods is expressly excluded.

10.2. For all disputes arising from the GTC or relating to their conclusion, violation, dissolution or invalidity, the court in Zagreb with jurisdiction over respective matters shall have exclusive jurisdiction.

11. Data privacy

11.1. CU expressly consents to the processing and transmission of its data within ICC's group of companies to the extent this is necessary for the provision of the services covered by these GTC and for advertising purposes. CU shall be entitled to revoke the consent to the processing and transmission of its data at any time.

12. Confidentiality

12.1. The parties undertake to treat confidential information made available to the respective other party within the scope of this contractual relationship as confidential without restriction and to keep it secret from third parties.

This confidentiality obligation shall continue to exist after termination of the business relationship.

13. Severability clause

13.1. Should one or more provisions of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions. In place of the invalid provision, a valid provision shall be deemed agreed that corresponds to the meaning and purpose of the invalid provision; the same shall apply to any loopholes in these GTC.

14. Final provisions

14.1. These GTC's constitute an integral part of sale and purchase contracts between ICC and its CU's.

14.2. ICC is authorized at any moment to unilaterally change and/or amend these GTC's, whereby the valid and applicable version of these GTC's will be published and available on the following official website of ICC (www.intercal.hr)

14.3. These GTC's enter into force and apply starting from August 1, 2025.