

**Opći uvjeti poslovanja trgovačkog društva  
BTM Adriatic Marine Industrial Equipment  
d.o.o.**

**1. Opće odredbe**

Ovo su Opći uvjeti poslovanja (dalje u tekstu: „Uvjeti“) trgovačkog društva BTM Adriatic Marine Industrial Equipment d.o.o. iz Splita, Ulica Hrvatske neovisnosti 4 A, OIB: 52625026982 (dalje u tekstu: „BTM“).

Ovi Uvjeti primjenjuju se na sve pravne poslove sklopljene između BTM i druge ugovorne strane u svojstvu kupca (dalje u tekstu: kupac) u vrijeme važenja ovih Uvjeta.

Iznimno, samo se pisanim putem može isključiti primjena ovih Uvjeta u cijelosti i/ili odstupiti od pojedinih odredbi Uvjeta.

Uvjeti čine sastavni dio svakog ugovora sklopljenog između BTM i kupca.

U slučaju da odredbe pojedinačne narudžbe, ponude ili pisanog ugovora odstupaju od odredbi Uvjeta, prednost imaju odredbe Uvjeta.

U slučaju promjene Uvjeta u vrijeme važenja pojedinog ugovora s kupcem, BTM će o tome na primjeren način obavijestiti kupca.

Isključuje se primjena bilo kakvih općih uvjeta kupaca, osim ako nije drugačije izričito ugovoreno.

Uvjeti su objavljeni na internetskoj stranici BTM te su u svakom trenutku dostupni.

Po ispostavljanju narudžbenice i/ili potpisu dostavnice smatrat će se da je kupac upoznat s Uvjetima, da je iste zaprimio/preuzeo, da je iste pročitao, da ih razumije i prihvaća u cijelosti.

Nije dopušteno samo djelomično prihvaćanje ovih Uvjeta.

**General Terms and Conditions of the company  
BTM Adriatic Marine Industrial Equipment  
d.o.o.**

**1. General provisions**

These are the General Terms and Conditions (hereinafter referred to as "Terms") of BTM Adriatic Marine Industrial Equipment d.o.o. from Split, Ulica Hrvatske neovisnosti 4 A, PIN: 52625026982 (hereinafter: "BTM").

These Terms apply to all legal transactions concluded between BTM and another contractual party in the capacity of customer (hereinafter referred to as: customer) at the time of validity of these Terms.

Exceptionally, the application of these Terms in their entirety and/or deviating from individual provisions of the Terms can only be excluded in writing.

The Terms form an integral part of every contract concluded between BTM and the customer.

In the event that the provisions of an individual order, offer or written contract deviate from the provisions of the Terms, the provisions of the Terms shall prevail.

In the event of a change to the Terms during the validity of a particular contract with the customer, BTM will notify the customer accordingly.

The application of any general customer terms and conditions is excluded, unless otherwise expressly agreed.

The conditions are published on the BTM website and are available at any time.

Upon submitting the purchase order and/or signing the delivery note, it will be considered that the customer is familiar with the Terms, that he has received/downloaded them, that he has read them, that he understands and accepts them in their entirety.

Only partial acceptance of these Terms is not permitted.

Trenutno važeća verzija Uvjeta dostupna je na internet stranicama društva BTM pod <http://www.btmadriatic.com>.

## 2. Ponuda i sklapanje ugovora

Ponude društva BTM nisu obvezujuće.

Iznimka su ponude na kojima je jasno navedeno „obvezujuća ponuda“.

Period važenja ponude je 30 (trideset) dana, osim ako je je drugačije dogovoreno i utvrđeno od strane BTM.

Period važenja ponude počinje teći od trenutka kada je istu kupac zaprimio.

Ponuda poslana e-mailom smatra se primljenom u trenutku slanja e-mail-a.

Ponuda se prihvaća na način naznačen u samoj ponudi.

Ako ponuda nije prihvaćena u roku, ista prestaje važiti te BTM njome više nije vezan.

Ponude društva BTM smatraju se pozivom kupcu da pod tim uvjetima podnese narudžbu BTM (ponudu za kupnju).

Tek kada BTM pisanim putem prihvati takvu narudžbu kupca, nastaje obveza za društvo BTM.

Kada nema pisanog prihvata narudžbe, kupoprodaja se smatra ugovorenom u trenutku izvršenja narudžbe (trenutak isporuke).

Ako nije drugačije ugovoreno, kupcem se smatra osoba koja je poslala narudžbu.

Osoba koja šalje narudžbu odgovara za sve obveze koje proizlaze iz njene narudžbe, čak i kada radi u ime i po nalogu treće osobe.

The currently valid version of the Terms and is available on the website of the BTM company at <http://www.btmadriatic.com>.

## 2. Offer and conclusion of contract

The offers of the BTM company are not binding.

Exceptions are offers that clearly state "binding offer".

The period of validity of the offer is 30 (thirty) days, unless otherwise agreed and determined by BTM.

The period of validity of the offer starts from the moment it is received by the customer.

An offer sent by e-mail is considered received at the time of sending the e-mail.

The offer is accepted in the manner indicated in the offer itself.

If the offer is not accepted within the deadline, it ceases to be valid and BTM is no longer bound by it.

The offers of the BTM company are considered an invitation to the customer to submit a BTM order (purchase offer) under these conditions.

Only when BTM accepts such a customer's order in writing, does BTM become obligated.

When there is no written acceptance of the order, the purchase and sale is considered contracted at the moment of execution of the order (moment of delivery).

Unless otherwise agreed, the customer is considered the person who sent the order.

The person who sends the order is responsible for all obligations arising from his order, even when he works on behalf of and at the behest of a third party.

Kupac nije ovlašten bez prethodne pisane suglasnosti BTM prenijeti djelomično ili potpuno svoja prava i obveze iz sklopljenog ugovora na treću osobu.

BTM zadržava pravo jednostrano izmijeniti uvjete narudžbe uključujući uvjete proizvodnje, pri čemu kupac nema pravo potraživati štetu zbog korištenja tog prava.

Otkazivanje narudžbe od strane kupca dopušteno je isključivo pod uvjetom pisanog pristanka BTM i njegove ocjene o opravdanosti takvog postupanja uvažavajući posebno činjenicu da li je do otkazivanja narudžbe došlo prije ili nakon slanja proizvoda na isporuku, da li su prethodno isplaćena sredstva i dr..

Katalozi i drugi reklamni materijali ne predstavljaju ponudu društva BTM.

Podaci sadržani u katalozima i reklamnim materijalima BTM (težine, mjere, zapremine, fotografije, dizajni, sheme, upute za korištenje, cijene i ostala svojstva robe) su informativne prirode te BTM ne jamči da su isti podaci potpuni ili točni.

### **3. Cijene i uvjeti plaćanja**

Cijene u ponudama, cjenicima, katalozima i drugim materijalima su bez PDV-a te vrijede na paritetu franko skladište društva BTM (Incoterms 2020, EXW) u Republici Hrvatskoj, osim ako nije drugačije ugovoreno.

Navedene cijene ne obuhvaćaju sporedne troškove (poput troškova ambalaže, skladištenja, utovara i transporta) koji se zasebno zaračunavaju kupcu.

Isto tako, sve popratne troškove poput vozarine, osiguranja, izvozna, prijevozna, uvozna i ostala odobrenja dužan je snositi kupac.

The customer is not authorized to partially or completely transfer his rights and obligations from the concluded contract to a third party without the prior written consent of BTM.

BTM reserves the right to unilaterally change the terms of the order, including the terms of production, whereby the customer has no right to claim damages due to the use of this right.

Cancellation of the order by the customer is allowed only on the condition of written consent of BTM and its assessment of the justification of such action, taking into account in particular the fact whether the cancellation of the order occurred before or after sending the product for delivery, whether the funds were previously paid, etc.

Catalogs and other advertising materials do not represent the offer of BTM.

The data contained in BTM catalogs and advertising materials (weights, measurements, volumes, photos, designs, schemes, instructions for use, prices and other properties of goods) are of an informative nature, and BTM does not guarantee that the same data is complete or correct.

### **3. Prices and terms of payment**

Prices in offers, price lists, catalogs and other materials are without VAT and are valid at parity ex-warehouse of BTM (Incoterms 2020, EXW) in the Republic of Croatia, unless otherwise agreed.

The stated prices do not include secondary costs (such as the costs of packaging, storage, loading and transport) which are charged separately to the customer.

Likewise, all accompanying costs such as freight, insurance, export, transport, import and other approvals must be borne by the customer.

Kupac je također dužan podmiriti sve poreze, takse, carinu i slično, koji se naplaćuju u vezi s izvršenjem ugovora.

U slučaju promjene poreza, trošarina ili carina, a što ima za posljedicu neposredno poskupljenje kupljenog proizvoda ili usluge, BTM zadržava pravo prilikom isporuke povećati cijenu kupljenog proizvoda odnosno usluge u odgovarajućem iznosu, a što će kupcu i dokazati na njegov pisani zahtjev.

Ako je BTM u sklopu njegovih preuzetih obveza preuzeo i obvezu postavljanja i montaže predmeta isporuke, te ako nije što drugo izričito ugovoreno, kupac je dužan uz ugovorenu naknadu snositi i sve potrebe dodatne troškove, koji se odnose na putne troškove radnika BTM ili radnika njegovog izvođača, troškove transporta potrebnog alata te terenski dodatak radnika ako navedeno nije bilo sadržano u ponudi, odnosno nije bilo predmet ugovora između BTM i kupca.

U slučaju izvoza ili iznošenja kupljene robe iz Republike Hrvatske, kupac je dužan na vlastiti trošak te o vlastiti rizik ishoditi potrebne dozvole.

U tom smislu BTM kupcu ne daje nikakva jamstva, a posebice ne jamči za dopuštenost izvoza robe, niti za njezinu usklađenost s pravnim i tehničkim propisima koji vrijede u zemlji uvoza ili prijevoza.

#### **4. Reklamacije na račune**

Rok za podnošenje eventualnih prigovora na račune je 8 dana od izdavanja pojedinog računa.

Ako kupac pravovremeno ne ospori račun, smatra se da nema prigovora na zaprimljeni račun te da je s istim suglasan.

The customer is also obliged to pay all taxes, duties, customs and the like, which are charged in connection with the execution of the contract.

In the event of a change in taxes, excise duties or customs, which results in an immediate increase in the price of the purchased product or service, BTM reserves the right to increase the price of the purchased product or service by the appropriate amount upon delivery, which it will prove to the customer upon his written request.

If BTM, as part of its assumed obligations, has also undertaken the obligation to set up and assemble the delivery items, and if nothing else has been expressly agreed upon, the customer is obliged to bear all necessary additional costs, related to the travel expenses of BTM workers or workers of its contractor, in addition to the agreed compensation, the costs of transporting the necessary tools and the field allowance of workers if the above was not included in the offer, that is, it was not the subject of the contract between BTM and the customer.

In case of export or export of purchased goods from the Republic of Croatia, the customer is obliged to obtain the necessary permits at his own expense and risk.

In this sense, BTM does not provide any guarantees to the customer, and in particular it does not guarantee the permissibility of exporting the goods, nor its compliance with the legal and technical regulations that apply in the country of import or transport.

#### **4. Complaints on invoices**

The deadline for submitting any objections to invoices is 8 days from the issuance of an individual invoice.

If the customer does not dispute the invoice in a timely manner, it is considered that there are no objections to the received invoice and that he agrees with it.

Računi kao i eventualni prigovori na račune šalju se e-poštom.

## 5. Plaćanje

Plaćanje predujma, ukoliko je ugovoreno, je uvjet kupnje proizvoda i/ili pružanja usluge od strane BTM.

Ukoliko nije drugačije ugovoreno, sva plaćanja trebaju biti izvršena prije isporuke, čak i u slučaju djelomičnih isporuka.

Kupac je dužan platiti račune BTM u ugovorenim rokovima, odnosno roku naznačenom na pojedinom računu.

Plaćanje se smatra izvršenim u trenutku kada puni dugovani iznos sjedne na poslovni račun društva BTM.

Zakašnjenje u plaćanju daje pravo BTM naplatiti kupcu zateznu kamatu, pravo privremeno obustaviti daljnje isporuke, kao i pravo, bez prethodnog upozorenja ili opomene, raskinuti ugovor te zatražiti pravo na povrat prodane robe.

Kod ugovorenog obročnog plaćanja, u slučaju zakašnjenja s plaćanjem ili drugih povreda bitnih ugovornih obveza kupca, BTM je ovlašten proglasiti ukupan dug odmah dospjelim te zatražiti njegovo plaćanje.

Kod ugovorenog obročnog plaćanja, kao i bilo kojoj drugoj situaciji gdje se isporuka robe vrši prije njenog potpunog plaćanja, BTM pridržava pravo vlasništva na istoj robi.

Vlasništvo nad robom neće prijeći na kupca sve dok BTM ne primi cjelokupan iznos ugovorene cijene.

Radi osiguranja plaćanja bilo koje svoje tražbine prema kupcu BTM može zadržati predmete koje mu je kupac predao na popravak sve dok kupac ne podmiri svoja dugovanja.

Invoices as well as any objections to invoices are sent by e-mail.

## 5. Payment

Advance payment, if agreed, is a condition of product purchase and/or service provision by BTM.

Unless otherwise agreed, all payments must be made before delivery, even in the case of partial deliveries.

The customer is obliged to pay the invoices to BTM within the agreed deadlines, that is, the deadline indicated on the individual invoice.

The payment is considered to have been made at the moment when the full amount owed is credited to the business account of the company BTM.

Delay in payment entitles BTM to charge the customer default interest, the right to temporarily suspend further deliveries, as well as the right, without prior warning or warning, to terminate the contract and request the right to return the sold goods.

In the case of the agreed installment payment, in case of late payment or other violations of essential contractual obligations of the customer, BTM is authorized to declare the total debt immediately due and request its payment.

In the case of agreed installment payments, as well as in any other situation where goods are delivered before full payment, BTM maintains the right of ownership of the same goods.

Ownership of the goods will not pass to the customer until BTM receives the full amount of the agreed price.

In order to secure the payment of any of its claims against the customer, BTM may retain items submitted by the customer for repair until the customer settles its debts.

## 6. Isporuka i preuzimanje robe

Preduvjet za početak i pridržavanje dogovorenih rokova isporuke je ispunjavanje svih obveza od strane kupca, posebno pravovremena dostava ugovorene dokumentacije, dozvola i/ili suglasnosti te pridržavanje dogovorenih uvjeta plaćanja.

Ako kupac propusti pravovremeno ispuniti bilo koji od dogovorenih uvjeta BTM nije odgovoran za takvo kašnjenje, već se automatski produžuju rokovi isporuke i to najmanje za period kašnjenja kupca.

Rok isporuke će se produžiti za primjereno vrijeme ako kupac nije BTM pružio tražene pojedinosti u svezi s izvršenjem ugovora ili ako ih je kupac naknadno promijenio.

U slučaju kada se BTM obvezao isporučiti kupljeni proizvod u određenom roku, ako isporuka kasni zbog više sile ili drugih smetnji (primjerice građanski sukobi, rat, embargo, štrajk, znatni prekidi u proizvodnji, industrijski sporovi, prekidi u transportu, kašnjenja u isporuci od strane dobavljača BTM, covid i dr.) koje su izvan kontrole BTM, kupac će o tome biti pravovremeno obavješten.

U tom slučaju automatski se produžuju rokovi isporuke i to najmanje za period trajanja gore navedenih događaja i/ili prema dogovoru stranaka.

Ako BTM ne ispuni rokove isporuke koji su ugovoreni pisanim putem kupac može raskinuti ugovor samo nakon što je omogućio BTM dodatani primjerni rok da ispuni svoju obvezu.

BTM ne odgovara kupcu za tako nastalu štetu, osim ako BTM nije postupao s grubom nepažnjom.

U svakom slučaju, BTM će pozvati kupca na preuzimanje robe kada ista bude spremna za isporuku, a kupac je dužan istu preuzeti u sljedećih 5 dana.

## 6. Delivery and collection of goods

The prerequisite for starting and adhering to the agreed delivery deadlines is the fulfillment of all obligations by the customer, especially the timely delivery of the agreed documentation, permits and/or consents and adherence to the agreed payment terms.

If the customer fails to timely fulfill any of the agreed conditions, BTM is not responsible for such a delay, but the delivery terms are automatically extended, at least for the period of the customer's delay.

The delivery period will be extended by an appropriate time if the customer has not provided BTM with the required details regarding the execution of the contract or if the customer has subsequently changed them.

In the event that BTM has undertaken to deliver the purchased product within a certain period, if the delivery is delayed due to force majeure or other disturbances (for example, civil strife, war, embargo, strike, significant interruptions in production, industrial disputes, interruptions in transport, delays in delivery by suppliers of BTM, covid, etc.) that are beyond the control of BTM, the customer will be informed about this in a timely manner.

In this case, delivery deadlines are automatically extended, at least for the duration of the above-mentioned events and/or as agreed by the parties.

If BTM does not meet the delivery deadlines agreed in writing, the customer can terminate the contract only after providing BTM with an additional exemplary period to fulfill its obligation.

BTM is not liable to the customer for such damage, unless BTM acted with gross negligence.

In any case, BTM will invite the customer to pick up the goods when they are ready for delivery, and the customer is obliged to pick them up within the next 5 days.

Roba se smatra predanom kupcu te isporuka uredno izvršenom uručenjem i predajom otpremnice kupcu ili njegovom prijevozniku, koju isti potpisuju i ovjeravaju.

Svi rizici vezani uz robu te isporuku prelaze na kupca u trenutku predaje robe kupcu ili prijevozniku.

Kupac preuzima sve rizike vezane uz utovar i istovar robe, kao i one vezane uz prijevoz robe ukoliko je sam organizirao prijevoz.

U slučaju kada proizvod treba instalirati ili montirati prodavatelj ili osoba za koju on odgovara, rizik prelazi na kupca u trenutku kada je dovršena instalacija ili montaža.

## **7. Reklamacije**

Kupac je dužan odmah primljenu robu na uobičajeni način pregledati prilikom njenog preuzimanja.

Ako roba nije u skladu s narudžbom ili otpremnicom kupac je dužan o tome odmah obavijestiti BTM u pisanom obliku, ali najkasnije prvi radni dan ili u roku od 48 sati od dana primitka robe, uz navođenje točnih podataka o nedostajućoj ili pogrešno isporučenoj robi.

Kasniji prigovori neće se uvažiti jer se smatra da je isporučena naručena roba u naručenoj količini.

U ostalim slučajevima, kupac je dužan obavijestiti BTM o vidljivim nedostacima isporučene robe bez odgađanja, najkasnije u roku od 8 dana od dana primitka robe.

U suprotnom se smatra da kupac nije imao prigovora na robu zbog njenih vidljivih nedostataka.

The goods are considered handed over to the customer and the delivery duly executed by handing over the delivery note to the customer or his carrier, which is signed and certified by the latter.

All risks related to the goods and delivery pass to the customer at the moment of handing over the goods to the customer carrier.

The customer assumes all risks related to the loading and unloading of the goods, as well as those related to the transportation of the goods if he organized the transportation himself.

In the event that the product is to be installed or assembled by the seller or the person for whom he is responsible, the risk passes to the customer at the moment when the installation or assembly is completed.

## **7. Complaints**

The customer is obliged to immediately inspect the received goods in the usual way when taking them over.

If the goods are not in accordance with the order or delivery note, the customer is obliged to inform BTM immediately in writing, but no later than the first working day or within 48 hours from the day of receipt of the goods, specifying the correct information about the missing or wrongly delivered goods.

Later complaints will not be accepted because it is considered that the ordered goods have been delivered in the ordered quantity.

In other cases, the customer is obliged to notify BTM of visible defects in the delivered goods without delay, no later than within 8 days from the day of receipt of the goods.

Otherwise, it is considered that the customer had no objection to the goods due to their visible defects.

Podnošenjem prigovora zbog nedostataka kupac ne stječe se pravo na djelomičnu ili potpunu odgodu plaćanja računa.

Iznimno, potrošač ima pravo uskratiti plaćanje nepodmirenog dijela cijene sve dok BTM ne ispuni svoje obveze po osnovi odgovornosti za materijalne nedostatke.

Uz prigovor zbog nedostataka, kupac će na zahtjev BTM dostaviti i svu traženu dokumentaciju kako bi se mogla utvrditi narav nedostatka i potvrditi navodi iz prigovora.

Na jednak način kupci su dužni obavijestiti BTM o nedostacima pružene usluge.

Kupac ne smije odbiti primiti isporuku zbog neznatnih nedostataka.

Ako prigovor zbog nedostataka (reklamacija) nije osnovan, BTM ovlašten je od kupca zatražiti nadoknadu svojih troškova koji su nastali uslijed isticanja takvog prigovora.

Odredbe ovih Uvjeta u pogledu odgovornosti za materijalne nedostatke, primjedbe i reklamacije primjenjuju se na odnos BTM i kupca neovisno o tome o tome odgovara li kupac prema svojem kupcu (u slučaju preprodaje robe ili slično) drugačije.

U potrošačkim ugovorima glede materijalnih nedostataka primjenjuju se odredbe Zakona o obveznim odnosima i Zakona o zaštiti potrošača.

## **8. Jamstvo**

Jamstveni rok je 12 mjeseci od dana prve isporuke, ali ne dulje od 18 mjeseci od datuma kad je roba napustila tvornicu, osim ako za pojedine predmetne isporuke nisu ugovoreni drugačiji jamstveni rokovi.

Jamstveni rok za dijelove koji su popravljani tijekom jamstvenog roka ili su isporučeni kao

By submitting a complaint due to defects, the customer does not acquire the right to a partial or complete delay in payment of the bill.

Exceptionally, the consumer has the right to withhold payment of the outstanding part of the price until BTM fulfills its obligations on the basis of liability for material defects.

In addition to the complaint due to defects, the customer will, upon request, submit to BTM all the required documentation in order to determine the nature of the defect and confirm the allegations in the complaint.

In the same way, customers are obliged to inform BTM about the shortcomings of the service provided.

The customer may not refuse to accept the delivery due to minor defects.

If the objection due to defects (complaint) is not founded, BTM is authorized to ask the customer for reimbursement of its costs incurred as a result of such an objection.

The provisions of these Terms regarding responsibility for material defects, remarks and complaints apply to the relationship between BTM and the customer, regardless of whether the customer responds to his customer (in case of resale of goods or similar) differently.

In consumer contracts, the provisions of the Law on Obligatory Relations and the Law on Consumer Protection apply to material defects.

## **8. Warranty**

The warranty period is 12 months from the day of the first delivery, but no longer than 18 months from the date the goods left the factory, unless different warranty periods have been agreed for individual deliveries.

The warranty period for parts repaired during the warranty period or delivered as replacement parts



zamjenski dijelovi je 6 mjeseci od dana izvršenja popravka ili od dana isporuke zamjenskih dijelova.

Jamstvo pokriva samo ona svojstva robe koja su kao takva posebno naznačena u potvrdi narudžbe ili u relevantnoj specifikaciji.

Jamstvo ne uključuje nedostatke nastale uobičajenom uporabom robe.

BTM je ovlašten ispitati prijavljeni nedostatak u jamstvenom roku te samostalno odlučuje hoće li nedostatak ukloniti sam ili pomoću treće ovlaštene osobe i hoće li tražiti povrat robe s nedostatkom ili određenog dijela s nedostatkom radi njihova uklanjanja ili će nedostatak ukloniti na licu mjesta ili u potpunosti zamijeniti dijelove ili robu s nedostatkom.

Ako je popravljavanje neuspjelo ili je samo djelomično uspjelo, kupac ima pravo na razumno sniženje nabavne cijene.

Ako je nedostatak nepopravljiv unutar razumnog vremena te ako isporuke ili usluge za obavljanu svrhu nisu upotrebljive ili su samo upotrebljive u puno manjoj mjeri, kupac je ovlašten odbiti prihvati neispravne komponente ili odustati od ugovora, ako je djelomični prihvati ekonomski nerazuman.

BTM će biti obavezan nadoknaditi samo iznose koji su plaćeni za komponente zahvaćene prethodno navedenim odustankom.

Kupac nema pravo na naknadu eventualnih troškova koje je imao radi uklanjanja nedostataka, osim ako je postupao po nalogu ili odobrenju BTM.

Ako se pokaže da je zahtjev kupca neosnovan, BTM ima pravo tražiti od kupca da mu nadoknadi troškove koje je imao u vezi s ispitivanjem prijavljenog nedostatka.

Jamstvo BTM u svakom slučaju ne uključuje nedostatke nastale uobičajenim korištenjem proizvoda, kao i nedostatke uzrokovane vanjskim uvjetima u kojima se koristi proizvod (uvjeti specifični za mjesto korištenja).

is 6 months from the date of repair or from the date of delivery of replacement parts.

The warranty covers only those properties of the goods that are specifically indicated as such in the order confirmation or in the relevant specification.

The warranty does not include defects caused by normal use of the goods.

BTM is authorized to examine the reported defect within the warranty period and independently decides whether to remove the defect itself or with the help of a third authorized person and whether to request the return of defective goods or a specific defective part in order to remove them, or to remove the defect on the spot or completely replace the parts or defective goods.

If the repair failed or was only partially successful, the customer is entitled to a reasonable reduction in the purchase price.

If the defect is irreparable within a reasonable time and if the deliveries or services are not usable for the purpose performed or are only usable to a much lesser extent, the customer is authorized to refuse acceptance of the defective component or withdraw from the contract, if partial acceptance is economically unreasonable.

BTM will be obliged to reimburse only the amounts paid for the components affected by the aforementioned waiver.

The customer is not entitled to compensation for any costs he incurred in order to eliminate defects, unless he acted according to the order or approval of BTM.

If it turns out that the customer's request is unfounded, BTM has the right to ask the customer to reimburse him for the costs he incurred in connection with the examination of the reported defect.

In any case, the BTM warranty does not include defects caused by normal use of the product, as well as defects caused by the external conditions in

Isključuje se BTM odgovornost za štetu za koju se ne može dokazati da je nastala kao posljedica manjkavog materijala, pogrešne konstrukcije ili pogrešne izvedbe.

## 9. Odgovornost za štetu

Ako Uvjetima nije drukčije određeno odgovornost BTM postoji isključivo kao jamstvo za ispravnost proizvoda (ako i kada je takvo jamstvo dano), kao odgovornost za materijalne i pravne nedostatke prodane robe/usluge te kod postupanja s namjerom ili krajnjom nepažnjom.

Odgovornost BTM za izgubljenu zaradu, izgubljenu proizvodnju i sličnu štetu kupca je isključena.

Posebice, BTM nije odgovoran za tjelesne ozljede, gubitak zdravlja, štetu na imovini ili potraživanja kupca i/ili trećih osoba koja su nastala iz nepravilne upotrebe ili lošeg rukovanja, postavljanja i sastavljanja kupljenog proizvoda.

## 10. Povrat robe

BTM prihvća samo robu koja je u izvornom stanju, originalnom pakiranju sa svim pratećim priborom.

Pakiranje ne smije biti otvarano i proizvod ne smije biti korišten.

Za potrebe pripreme preuzimanja robe, BTM mora biti obavješten najmanje 30 dana unaprijed o planiranom povratu robe.

Nije moguće vršiti povrat proizvoda koji sadrže gumu (kablovi, remenje i dr.) ili baterije.

Povrat robe moguć je samo uz pismenu suglasnost BTM.

which the product is used (conditions specific to the place of use).

BTM is excluded from liability for damage that cannot be proven to have occurred as a result of defective material, faulty construction or faulty workmanship.

## 9. Liability for damages

If the Terms do not specify otherwise, the responsibility of BTM exists exclusively as a warranty for the correctness of products (if and when such a warranty is given), as responsibility for material and legal defects of the goods/services sold, and in cases of intentional or gross negligence.

BTM's liability for lost earnings, loss of production or similar damage to the customer is excluded.

In particular, BTM is not responsible for any bodily injury, loss of health, damage to property or claims of the customer and/or third parties arising from incorrect use or poor handling, installation and assembly of the purchased product.

## 10. Return of goods

BTM accepts only goods that are in original condition, original packaging with all accompanying accessories.

The packaging must not be opened and the product must not be used.

For the purposes of preparing the goods takeover, BTM must be notified at least 30 days in advance about the planned return of the goods.

It is not possible to return products containing rubber (cables, belts, etc.) or batteries.

The return of goods is possible only with the written consent of BTM.

## **11. Prava intelektualnog vlasništva**

Kupnjom proizvoda ili usluge kupac ne stječe pravo isticati ili koristiti žig (na bilo koji način, u bilo koju svrhu) BTM kao niti njegovih povezanih osoba, neovisno o tome koristi li se žig na kupljenom proizvodu ili ne.

Kupac nema pravo rastavljati proizvod i/ili na drugi način ispitivati njegov način rada, funkcionalnosti i izradu u svrhu proizvodnje sličnog ili istovjetnog zamjenskog proizvoda.

Kupljeni proizvod ili uslugu kupac nema pravo koristiti na način koji bi vrijeđao ugled BTM ili njegovih povezanih osoba, a posebice ih nema pravo koristiti u bilo koje nezakonite svrhe jer u tim slučajevima odgovara za svu štetu koju je time prouzročio ugledu BTM i njegovih povezanih osoba.

## **12. Odredba o kontroli izvoza**

BTM ne može ispuniti naručene proizvode i/ili usluge ako za to postoje prepreke koje proizlaze iz nacionalnih ili međunarodnih propisa o kontroli izvoza, osobito embarga ili druge sankcije.

Kupac se obvezuje da će staviti na raspolaganje sve informacije i dokumente potrebne za izvoz i isporuku.

Rokovi i datumi isporuke prestaju vrijediti ako dođe do odgoda zbog pregleda pri izvozu ili postupaka izdavanja odobrenja.

Ako se ne izdaju potrebna odobrenja ili ako nije moguće ishoditi odobrenje za isporuku i uslugu, s obzirom na time obuhvaćene dijelove smatrat će se da ugovor nije zaključen.

Kupac se obvezuje pridržavati međunarodnih propisa o kontroli izvoza, te poštovati pravila o kontroli (ponovnog) izvoza pri daljnjem raspolaganju robom kupljenom od BTM.

## **11. Intellectual property rights**

By purchasing a product or service, the customer does not acquire the right to highlight or use the trademark (in any way, for any purpose) of BTM or its related persons, regardless of whether the trademark is used on the purchased product or not.

The customer does not have the right to disassemble the product and/or in any other way to examine its mode of operation, functionality and construction for the purpose of producing a similar or identical replacement product.

The customer does not have the right to use the purchased product or service in a way that would insult the reputation of BTM or its related persons, and especially does not have the right to use them for any illegal purposes, because in these cases he is responsible for all the damage he caused to the reputation of BTM and its related persons.

## **12. Export control provision**

BTM cannot fulfill the ordered products and/or services if there are obstacles arising from national or international export control regulations, especially embargoes or other sanctions.

The customer undertakes to make available all information and documents necessary for export and delivery.

Delivery terms and dates cease to apply if there are delays due to export inspection or approval procedures.

If the necessary approvals are not issued or if it is not possible to obtain approval for delivery and service, with regard to the parts covered by it, the contract will be considered not concluded.

The customer undertakes to comply with international regulations on export control, and to respect the rules on (re)export control during the further disposal of goods purchased from BTM.

### **13. Povjerljivost i zaštita podataka**

Kupac se obvezuje držati tajnima sve poslovne, financijske i/ili tehničke informacije (uključujući funkcionalnost i svojstva proizvoda koje BTM prodaje), a za koje sazna tijekom poslovne suradnje s BTM.

Navedene informacije kupac smije koristiti za potrebe upravljanja/korištenja proizvoda i usluga BTM, dok iste neće bez prethodne pisane suglasnosti BTM otkrivati neovlaštenim osobama ili bilo kojoj trećoj strani

Ako kupac prekrši obvezu čuvanja tajnosti podataka bit će odgovoran za svaku štetu, bez ikakvih ograničenja, a koja je šteta nastala ili bi mogla nastati za BTM kao posljedica povrede čuvanja tajnosti podataka.

Osobni podaci koje kupac dostavlja BTM u okviru sklapanja pojedinog ugovora (što uključuje i slanje narudžbenica ili prihvata ponude) obrađivat će se u svrhu izvršenja ugovora, kao i u drugim slučajevima kada za to postoji zakonita osnova za obradu u skladu s Općom uredbom o zaštiti podataka.

### **14. Završne odredbe**

Svi eventualni sporovi između ugovornih strana pokušati će ugovorne strane riješiti na sporazuman način.

U slučaju neuspješnog mirnog rješenja spora, za sve sporove koji proizlaze iz ugovora sklopljenog između BTM i kupca isključivo će biti nadležan stvarni sud u Splitu.

Za sve što nije regulirano Uvjetima ili pojedinačnim ugovorom (ponudom, narudžbom ili slično), primjenjuju se materijalno pravo Republike Hrvatske, uz isključenje primjene Konvencije Ujedinjenih naroda o međunarodnoj prodaji robe.

### **13. Confidentiality and data protection**

The customer undertakes to keep confidential all business, financial and/or technical information (including the functionality and properties of the products sold by BTM), which he learns about during business cooperation with BTM.

The customer may use the above information for the purposes of managing/using BTM products and services, while the same will not be disclosed to unauthorized persons or any third party without the prior written consent of BTM.

If the customer violates the obligation to keep data confidential, he will be responsible for any damage, without any limitations, that has occurred or could occur for BTM as a result of the violation of data confidentiality.

Personal data provided by the customer to BTM as part of the conclusion of an individual contract (which includes sending purchase orders or accepting an offer) will be processed for the purpose of executing the contract, as well as in other cases where there is a legal basis for processing in accordance with the General Data Protection Regulation.

### **14. Final provisions**

All possible disputes between the contracting parties will try to be resolved by the contracting parties in an agreed manner.

In the event of an unsuccessful peaceful resolution of the dispute, the real court in Split will have exclusive jurisdiction for all disputes arising from the contract concluded between BTM and the customer.

For everything that is not regulated by the Terms or an individual contract (offer, order or similar), the substantive law of the Republic of Croatia applies, excluding the application of the United Nations Convention on the International Sale of Goods.

Ukoliko bi pojedine odredbe ovih Uvjeta bile ništetne, neprovedive ili nevažeće, preostale odredbe Uvjeta ostati će nepromijenjene i nastaviti će se primjenjivati.

Ništetne ili nevažeće ili neprovedive odredbe biti će zamijenjene novim i važećim odredbama, pri čemu će se polaziti od gospodarske svrhe koja se željela postići ništavom, neprovedivom ili nevažećom odredbom.

BTM ima pravo u bilo kojem trenutku izmijeniti i ažurirati ove Uvjete, pri čemu će se izmijenjeni i ažurirani Uvjete primjenjivati od dana objave istih od strane BTM na njegovog internetskoj stranici: <http://www.btmadriatic.com>.

Ovi uvjeti su izdani na hrvatskom i engleskom jeziku te je stoga u slučaju bilo kakvog neslaganja i/ili proturječnosti između hrvatskog i engleskog jezika mjerodavan tekst na hrvatskom jeziku.

Ovi Opći uvjeti stupaju na snagu i primjenjuju se od 01.05.2024. godine.

Should certain provisions of these Terms be null, unenforceable or invalid, the remaining provisions of the Terms will remain unchanged and will continue to apply.

Void or invalid or unenforceable provisions will be replaced by new and valid provisions, whereby the economic purpose that was intended to be achieved by the void, unenforceable or invalid provision will be taken as a starting point.

BTM has the right to amend and update these Terms at any time, whereby the amended and updated Terms shall apply from the date of their publication by BTM on its website: <http://www.btmadriatic.com>.

These terms are issued in Croatian and English, and therefore in the event of any discrepancy and/or contradiction between the Croatian and English languages, the Croatian text is authoritative.

These Terms enter into force and apply from May 1, 2024.