Product quality and guarantees

- The quality of the goods is confirmed by the quality certificate issued for the goods and must comply with the parameters in the product specification.

- The SELLER declares and guarantees that the goods are in his possession, their quality corresponds to the values of the quality certificate and the terms of the Contract.

Conditions of delivery

- The SELLER delivers the goods in 25/1100 kg polypropylene bags.

- The BUYER will deliver the entire quantity of goods by the deadline set in the contract.

- The BUYER must submit the written instructions for filling out the delivery documents to the SELLER no later than 3 (three) working days before the delivery. Otherwise, the SELLER is not responsible for the additional costs incurred, which are related to the incorrect completion of the delivery documents.

The Goods are accompanied by the following original documents:

- Customs declaration of goods (outside the EU);

- Certificate issued by the State Plant Health Office (outside the EU);

- International transport document CMR;

- Quality certificate;

- Certificate of origin EUR-1 (outside the EU);

- Invoice;

- Package list;

Receipt of the goods

- The goods are considered delivered by the SELLER and received by the BUYER from a quality point of view if they meet the parameters indicated in the quality certificate issued at the time of dispatch, and quantitatively - according to the weight and bag quantity in the transport documents (CMR).

- In the event that the quality of the delivered Goods does not meet the quality certificates, the BUYER is obliged to notify the SELLER of this immediately, but no later than 5 days from the receipt of the goods in the BUYER's warehouse, and is obliged to support it with test results from an independent accredited laboratory. If the deficiency can be remedied on-site (by cleaning, drying, etc.), the SELLER is obliged to reimburse 100% of the costs incurred in this regard.

- In the event of a gross deviation from the terms of this Agreement during the performance, as well as if the receiving country prohibits the import of the goods due to the inadequate quality of the goods, the SELLER is obliged to accept them back, to refund the paid value of the goods together with the documented costs to the BUYER's account, after which the customs-cleared documents (outside the EU) are handed over to the Supplier.

Packaging of the goods

- The goods are packed in equalized polypropylene bags with a net weight of 25 kg/1100 kg bag.

- Each bag must be labeled with information about the contents of the bag according to the BUYER's instructions.

Payment Terms

- The BUYER transfers 100% of the value of the delivered goods to the SELLER's account on the day the Goods are loaded against export documents.

- The date of payment is the SWIFT receipt date issued by the BUYER's bank (Value Date).

- When transferring the amount of money, the costs of the BUYER's bank are charged to the BUYER.

OTHER CONDITIONS: - In others is valid the Civil Code.

Vis Major

- Circumstances arising during the performance of this contract that prevent the obligations undertaken by one of the parties - natural disaster, war, export or import ban and other external circumstances - the time given to fulfill the obligations will be extended as long as the above-mentioned circumstances and their consequences are present. In the event that the above-mentioned conditions prevent any party from fulfilling the obligations contained in the Contract, the deadline for fulfillment will be extended in proportion to the duration of the existence of the circumstances.

- The Party that has encountered circumstances limiting performance must notify the other party in writing within 3 days of the occurrence and expected duration of the impeding circumstances.

- It is necessary to prove the occurrence of the circumstances with an official document countersigned by the Chamber of Commerce and Industry according to the jurisdiction of the BUYER or the SELLER.

General conditions

- Unilateral change or termination of the contract is not allowed.

- Changes to the terms and conditions of the Contract and the annexes are valid only in the form signed by both parties via email, which will henceforth form an inseparable part of the Contract.

- The Agreement enters into force at the same time as the Parties sign it and is valid until it is fulfilled, but no later than December 31 of the given year.

- The resolution of all disputes arising during the performance of the contract, if the Parties fail to settle through negotiations, the parties accept the jurisdiction of the International Commercial Arbitration Court operating under the Chamber of Commerce and Industry of the country of the party initiating the legal proceedings, in accordance with its rules and procedures, one With an arbitrator appointed by the President of the Elected Court.