



General Terms and Conditions of Sales

This document is established in order to regulate general terms and conditions of sales between Mold Solutions doo and its Customers. Document "General Terms and Conditions of Sales" (hereinafter the "GTC") applies to all quotations made by Mold Solutions doo (hereinafter the "Mold Solutions"), unless different conditions are agreed in written form of contract between Mold Solutions and Customer.

Mold Solutions withholds the solely right to change this document. In case of change of GTC, new version is affecting only quotations made after release date.

Confidentiality

Communication between the parties and all information disclosed orally or in written form are considered confidential unless they are legally considered as public. Both parties have obligation to prevent mutual communication being exposed to third parties.

Ethical standards

Mold Solutions business operations are in compliance with all applicable legal standards and high standards of ethics. The company expects the same from its stakeholders. Accordingly, all activities aimed at achieving business cooperation and benefits which are not in compliance with legal and ethical norms are considered unacceptable for Mold Solutions.

Quotations

Mold Solutions quotation is open for acceptance within the period stated therein or, when no period is so stated, within 7 days after its release date.

Lead time indicated within quotation is estimated and includes mold/tooling manufacturing time, time required for mold/tooling tests, delivery and review of final plastic parts (samples) by the Customer and time required for freight and custom clearance. Time required for development of documentation (in case Customer does not provide it) is excluded. Delays are possible in case of unexpected circumstances or force majeure. Lead time is counted from the moment of payment to Mold Solutions account.

Delivery shall not be due until Customer has resolved all technical issues related to delivery or fails to conduct payments accordingly quoted installments.

Changes of ongoing projects in terms of technical and commercial details are not possible unless confirmed in written by Mold Solutions.

Delivery

Unless agreed differently, quoted prices are valid for DDP delivery terms in Serbia and DAP delivery terms in other countries (INCOTERMS 2015).

Mold Solutions is not conducting mold/tooling installation on machine for production of plastic parts.

The Customer shall examine the goods immediately after delivery and Mold Solutions shall not be liable for any miss-delivery, shortage, defect or damage on goods which is not noted within 24 hours after delivery.

Claims

All claims have to be submitted to Mold Solutions in written form (official Mold Solutions e mail address listed at its website or e mails of Mold Solutions Sales Representatives are considered as appropriate written form).

Mold Solutions will support Customer in case spare parts or any other technical support is required.

Payment conditions

VAT is not included in prices quoted by Mold Solutions. Quoted payment conditions are net (all bank charges are to be handled by the Customer).

The parties agree that ownership, property, legal and equitable title in the goods delivered remains with Mold Solutions until payment in full has been received.

Customer shall not be entitled to withhold the payment by any reason after the acceptance of samples. In case of technical faults, Mold Solutions is obliged to solve them within reasonable period of time, but it will not affect payment schedule.

Due date for payment is indicated on each invoice. Interest for delay in payment as provided by statutory law shall be charged on top of the original purchase price if the Customer gets in delay.

If Mold Solutions and Customer have agreed payment in installments and Customer does not pay one of installments or cancels the ongoing project, Mold Solutions is considered liberated to make money refund for conducted payments. Customer can withdraw from the ongoing project, but obligation on Customer side to refund all bore costs and lost profit to Mold Solutions remains.

Place of jurisdiction

The place of jurisdiction shall be the place of registered seat of Mold Solutions unless other place is agreed between the Parties.

Effective Date: 06.06.2019

Mold Solutions doo

