
(2.2.) OB 08 Reman – sales conditions V01

Sales & delivery conditions for remanufactured products

1. General conditions

These sales & delivery terms (hereinafter: Conditions), are integral part of Sales & delivery contract for remanufactured products (hereinafter: Contract) which refers to remanufactured products which Purić d.o.o., Andrije Hebranga 54, Samobor, Croatia (hereinafter: PURIĆ) enters into with its customers and users while performing its standard business activities. PURIĆ will publish these Conditions, as well as any changes and additions to the Conditions on its websites, as well as all other suitable platforms. Based on these Conditions PURIĆ acts as Seller of remanufactured assemblies, namely injectors, high-pressure pumps and turbocompressors (hereinafter: REP assemblies). Based on these Conditions, any person whose order for REP assemblies is accepted by PURIĆ is considered a Customer.

2. The Offer & conclusion of contracts

The offer and conclusion of the PURIĆ head agreement, made in the normal manner, through the PURIĆ web shop or the individual written request or order of the Customer shall be valid within the time limit indicated on each individual offer and the time limit for acceptance of the offer starts from the date indicated in the offer. If the PURIĆ does not receive a statement from Customer as an offering to accept the offer within that time limit, i.e. if the purchaser makes a statement that they accept the offer and at the same time propose that the same item be amended or completed, it is considered that the PURIĆ offer was rejected and made a new offer PURIĆ. Such a new offer shall be valid only when the PURIĆ accepts this offer in writing. Obligation of PURIĆ, respectively sales and delivery of Remanufactured assemblies as well as the object of providing the service which PURIĆ should carry out, will be solely defined by the acceptance and/or confirmation of Customer's order confirmation.

Any sales conditions that are valid in Customer's business are not applicable in present legal transaction and therefore do not present a legal obligation for PURIĆ. The hereby accepted conditions of sale and delivery of REP assemblies by the Buyer are also valid for all future orders and deliveries, unless otherwise agreed. All sales and deliveries of REP assemblies, as well as the provision of services, shall be made in accordance with these Terms, unless otherwise agreed in writing. PURIĆ reserves the right not to accept the Customer's order, of which he will inform the Customer no later than 8 (eight) days from the date of receipt of the order.

3. Delivery terms

The PURIĆ shall take all necessary measures to ensure that the agreed deadlines for the delivery of the REP assembly are adhered to in accordance with the Conditions and the time limit specified on the offer. If delivery would not be possible due to force majeure or other extraordinary external events, which PURIĆ could not prevent, avoid or remove, PURIĆ is not obliged to fulfill the assumed obligation and has the right to terminate the Contract without paying additional fees and/or costs that the Customer has had in this regard. In both cases, the PURIĆ shall repay, without delay, any advance payment on behalf of such delivery of the REP assembly. Any further claims in these cases are excluded in its entirety.

4. Prices and Payment

The price of the REP assembly and any ancillary services may be calculated at a price at the date of conclusion of the Contract, i.e. according to the current offer of PURIĆ to Customer. Unless otherwise agreed, all prices are expressed as EXW PURIĆ, Samobor, since the costs of additional packaging and

transport to a place designated by Customer (if different than EXW PURIĆ) are included in these prices. Given the same cost as the additional costs borne by Customer.

The invoicing will take place at the latest at the time of delivery of the REP assembly and the same invoice shall contain the amount of the deposit, unless otherwise expressly agreed between the Contracting Parties. The payment terms are indicated on the invoice, unless otherwise agreed between PURIĆ and Customer.

5. Guarantee, warranty claim and return of goods

The PURIĆ assures that the delivered REP assembly is functioning properly. The PURIĆ provides a guarantee for replacement high-pressure pumps and injectors within 12 months, for replacement turbocompressors within 24 months, for new high-pressure pumps and injectors within 12 months, all counting from the date of issue of the invoice. The guarantee covers the elimination of the defects performed by PURIĆ.

6. Delivery of REP assembly and NS assembly

Based on the accepted offer, PURIĆ supplies the Customer with REP assembly and charges the deposit indicated on the invoice.

The customer can, after extracting a faulty assembly identical to the REP assembly (hereinafter: NS assembly) and installing the REP assembly, deliver the NS assembly to PURIĆ at his own expense according to the terms of these Terms, whereby a deposit will be paid to him, in case of fulfillment of the same conditions, return (approval by invoice).

Along with the delivery, it is **mandatory to attach the completed Return Form** found on these Terms and Conditions.

The NS assembly should be emptied of remaining fuel, adequately protected from leaks, wrapped in a plastic bag and adequately protected from damage during transport. PURIĆ is not responsible for damage caused during transport.

The part number of the delivered NS must be physically, mechanically and chemically undamaged, it must not have been previously opened and/or inspected in any other service, and it must be delivered with all associated parts (all parts as well as on the delivered REP assembly).

The NS assembly must be delivered within 30 days from the day of delivery of the purchased REP assembly. For NS assemblies returned after that deadline, the amount of the deposit will not be returned or approved.

With the delivery of the NS package in accordance with the Terms and the return of the deposit by PURIĆ, the NS package becomes the property of PURIĆ and the Customer does not claim any rights to it.