



MILSING d.o.o., Velika cesta 99, 10020 Zagreb, Republic of Croatia, OIB 02914711498, tel.: +385 1 6379 444, fax: +385 1 6216 333, e-mail: milsing@milsing.hr, represented by director Milivoj Singer, (hereinafter: the **“Buyer”**)

and

xy (hereinafter: the **“Seller”**)

(the Buyer and the Seller hereinafter jointly as the **“Parties”** or individually as the **“Party”**)

have on **XX/XX/XXXX** executed the following

**CAPSULE FILLING MACHINE
PURCHASE AGREEMENT**
(the **“Agreement”**)

Article 1

General provisions

1.1 The Parties mutually agree that the Buyer plans and intends to buy capsule filling machine.

1.2 Pursuant to this Agreement the Seller sells and the Buyer buys one capsule filling machine **XX** with detailed technical specification as described in Schedule 1 attached to this Agreement and is an integral part of this Agreement (hereinafter: the **“Machine”**).

Article 2

Prices and delivery terms

2.1 Purchase price for the Machine, including all ancillary costs, expenditure amounts and discounts is **xx EUR/HRK**, VAT is **xx EUR/HRK**, therefore total price is **xx EUR/HRK** (hereinafter: the **“Purchase price”**).

MILSING d.o.o., Velika cesta 99, 10020 Zagreb, Republika Hrvatska, OIB 02914711498, tel.:+385 1 6379 444, fax: +385 1 6216 333, e-mail: milsing@milsing.hr, zastupano po direktoru Milivoju Singeru, (u daljnjem tekstu: **„Kupac”**)

i

xy (u daljnjem tekstu: **„Prodavatelj”**)

(Kupac i Prodavatelj u daljnjem tekstu skupno: **„Ugovorne strane”**, a pojedinačno: **„Ugovorna strana”**)

sklopili su dana **XX.XX.XXXX**, sljedeći

**UGOVOR O KUPOPRODAJI STROJA ZA
KAPSULIRANJE**
(**„Ugovor”**)

Članak 1.

Opće odredbe

1.1 Ugovorne strane suglasno utvrđuju da Kupac planira i namjerava kupiti stroj za kapsuliranje.

1.2 Prodavatelj temeljem ovog Ugovora prodaje, a Kupac kupuje jedan stroj za kapsuliranje **XX** čije su detaljne tehničke specifikacije opisane u Prilogu 1 koji je priložen ovom Ugovoru i čini sastavni dio ovog Ugovora (u daljnjem tekstu: **„Stroj”**).

Članak 2.

Cijene i uvjeti isporuke

2.1 Kupoprodajna cijena Stroja sa svim sporednim troškovima, izdacima i popustima iznosi **xx EUR/HRK**, a PDV iznosi **xx EUR/HRK** pa stoga ukupna cijena iznosi **xx EUR/HRK** (u daljnjem tekstu: **„Kupoprodajna cijena”**).



2.2 Other than the value of the Machine, the purchase price includes additional costs necessary for the installation of the Machine, all transport costs, as well as all additional elements required to ensure that the Machine is installed and in good working condition including Seller's personnel (and their working hours) and education of the Buyer's personnel to properly handle and operate the Machine.

2.3. The deadline for delivery of the Machine and fulfillment of all obligations in accordance with Schedule 1 attached to this Agreement (which includes delivery of the machine on the address of Buyer, installation of the machine, successfully conducted Site Acceptance Test – S.A.T., training and signed document) on delivery must not be earlier than 1st of February 2021 and must be until 10th of March 2021 at latest.

2.4 Delivery is considered completed after signing the document on delivery of Machine by the Buyer, delivery of all supporting documents necessary for proper delivery (invoice with delivery note) and after completing the installation and education at the address: Vukomerička ulica 16, 10410 Velika Gorica, in accordance with the Tender which is an integral part of this Contract.

Article 3 Terms of payment

3.1 Buyer shall pay the Machine in three separate payments, as follows:

- 30 % of the contract amount shall be paid based on the signed contract in period of 15 days after the Contract signature date;
- 40% of the Contract amount shall be paid in period of 15 days after successfully conducted Factory acceptance test – F.A.T. and delivery of evidence of the same, before shipment of the machine;
- 30 % of the Contract amount shall be paid in period of 30 days after

2.2 Osim vrijednosti samog Stroja, Kupoprodajna cijena obuhvaća dodatne troškove potrebne za instalaciju Stroja, sve troškove transporta, kao i dodatne elemente potrebne kako bi se osiguralo da se Stroj instalira i da bude u ispravnom stanju, uključujući Prodavateljevo osoblje (i njihove sate rada) te edukaciju Kupčevog osoblja za pravilno rukovanje i upravljanje Strojem.

2.3. Rok za isporuku Stroja na adresu Kupca i izvršenje svih obaveza sukladno Prilogu I ovog Ugovora (što uključuje isporuku stroja na adresu Kupca, instalaciju stroja, uspješno provedeno testiranje isporučenog stroja na lokaciji kupca – S.A.T., edukaciju te potpisan primopredajni zapisnik) ne smije biti prije 01. veljače 2021. godine, a mora biti najkasnije do 10. ožujka 2021. godine.

2.4 Isporuka se smatra izvršenom nakon potpisivanja zapisnika o isporuci za Stroj od strane Kupca, dostave svih popratnih isprava potrebnih za urednu isporuku (račun s dostavnicom) te nakon provedbe instalacije i edukacije na adresi Vukomerička ulica 16, 10410 Velika Gorica, u skladu s Ponudom koja čini sastavni dio ovog Ugovora.

Članak 3. Uvjeti plaćanja

3.1 Kupac se obvezuje platiti Stroj u tri obroka i to:

- 30 % ugovorenog iznosa bit će plaćeno temeljem sklopljenog Ugovora u roku 15 dana od dana potpisa Ugovora;
- 40% ugovorenog iznosa bit će plaćeno u roku od 15 dana od dana uspješno provedenog testiranja stroja kod proizvođača - test tvorničkog preuzimanja (F.A.T.) te dostavljenih dokaza o istome, a prije isporuke stroja;
- 30 % ugovorenog iznosa bit će plaćeno u roku od 30 dana od dana od dana izvršenja svih ugovornih obaveza



<p>fulfillment of all contracting terms from tenderer (which includes delivery of the machine on the address of Client, installation of the machine, successfully conducted Site Acceptance Test – S.A.T. and conducted training) and based on the signed document on delivery and Invoice suitable for payment.</p> <p>3.2. Payment for the Machine shall be made to the following account: IBAN: xxxxxxxxxxxxxxxx</p> <p>3.3 Parties agree that this Agreement may be terminated by agreement of the Parties or in the event of the following circumstances occurring:</p> <ul style="list-style-type: none"> • If due to force majeure it is not possible to fulfil the contractual obligations for over 30 (thirty) days. • If the other Party is in material breach of the terms of this Contract and fails to remedy such breach within thirty (30) days after written notice requiring it to do so, the non-breaching Party shall have the right to terminate this Contract. The Parties shall always prefer to negotiate in good faith the best way to perform the Contract. <p>Article 4 Quality of the Machine and Seller's guarantees</p> <p>4.1 Seller guarantees that the Machine:</p> <ul style="list-style-type: none"> • is manufactured in accordance with highest standards and from the highest quality materials and therefore the Machine will have top and constant quality; • has technical specifications as described in Schedule 1 attached to this Agreement; • is in its exclusive ownership, as well as that there are no rights of third persons encumbering the Machine that might limit or diminish the Seller's rights to dispose with the Machine; 	<p>Ponuditelja (što uključuje isporuku stroja na adresu naručitelja, instalaciju stroja, uspješno provedeno testiranje isporučenog stroja na lokaciji kupca – S.A.T. te provedenu edukaciju), a na temelju potpisanog primopredajnog zapisnika i ispostavi računa s otpremnicom.</p> <p>3.2. Plaćanje Stroja vrši se na sljedeći račun: IBAN: xxxxxxxxxxxxxxxx</p> <p>3.3 Ugovorne strane suglasno utvrđuju da Ugovorne strane mogu ovaj Ugovor raskinuti sporazumno ili u slučaju nastupa sljedećih okolnosti:</p> <ul style="list-style-type: none"> • Ako je uslijed nastupa više sile nemoguće ispunjavati ugovorne obveze u razdoblju duljem od 30 (trideset) dana. • Ako druga Ugovorna strana teško krši odredbe ovog Ugovora i ne otkloni to kršenje u roku od trideset (30) dana od primitka pisane opomene kojom se traži da to učini, Ugovorna strana koja ne krši Ugovor ima pravo raskinuti Ugovor. Ugovorne strane uvijek će nastojati pregovorima utvrditi najbolji način izvršavanja Ugovora. <p>Članak 4. Kvaliteta Stroja i Prodavateljeva jamstva</p> <p>4.1 Prodavatelj jamči sljedeće u odnosu na Stroj:</p> <ul style="list-style-type: none"> • da je proizveden u skladu s najvišim standardima te od najkvalitetnijih materijala te da će stoga Stroj biti vrhunske i trajne kvalitete; • da postoje tehničke specifikacije Stroja, koje su opisane u Prilogu 1 ovog Ugovora; • da je Stroj u njegovom isključivom vlasništvu te da Stroj ne terete prava trećih osoba koja bi mogla ograničiti ili umanjiti Prodavateljeva prava raspolaganja Strojem; • da Stroj nikad nije korišten osim eventualno za potrebe ispitivanja, a
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- has never been previously used, other than for potential testing purposes, which guarantee extends to all parts of the Machine, from which they are made of;
- does not have any material, visible or hidden, defects.

Article 5 Warranty period

5.1 General warranty for the Machine is **xx months**. Warranty period starts from the date of the acceptance of delivered goods and services.

5.2 During the entire warranty period in case of defects, the Seller shall provide replacement (spare) parts for the Machine free of charge, including transportation costs of said (spare) parts.

5.3 In case of any problems with functioning of the Machine, the Seller will provide replacement of possible defects under warranty period. This includes liability for material defects (hidden defects or Machine defects) but only for the Machine and its part(s) delivered, supplied, and installed by the Seller that were present at the moment of transfer of risk to the Buyer, regardless of whether the Seller knew (or did not know) of them.

5.4 The Seller warrants that the individual(s) who shall assist the Buyer in installation process, as described in herein is (are) familiar with safety and maintenance procedures concerning the Machine. The Seller warrants and confirms that it shall assume all liability for all possible injuries and damages which may happen while the said individual(s) is (are) engaged by the Buyer. Should provisions of relevant acts mandate responsibility of the Buyer towards the said individual(s), the Buyer shall inform the Seller of such event, and further to any final and binding decision from the competent authority the Seller shall become a party liable to reimburse the Buyer.

- ovo se jamstvo odnosi na sve dijelove od kojih se Stroj sastoji; da na Stroju nema značajnih vidljivih ili skrivenih nedostataka.

Članak 5. Jamstveni rok

5.1 Opće jamstvo za Stroj daje se na razdoblje od **xx mjeseca**. Jamstveni rok počinje teći od datuma prijehvata isporučene robe i usluga.

5.2 U slučaju bilo kakvih nedostataka tijekom jamstvenog roka, Prodavatelj se obvezuje besplatno dostaviti zamjenski (rezervni) dio za Stroj, uključujući troškove transporta tog zamjenskog (rezervnog) dijela.

5.3 U slučaju poteškoća u radu Stroja, Prodavatelj se obvezuje otkloniti eventualne nedostatke u jamstvenom roku. To uključuje odgovornost za značajne nedostatke (skrivenne nedostatke ili nedostatke na Stroju), no isključivo u odnosu na Stroj i njegove dijelove koje je Prodavatelj nabavio, isporučio i instalirao, a koji su bili prisutni u trenutku prelaska rizika na Kupca, bez obzira na to je li Prodavatelj bio (ili nije bio) upoznat s istima.

5.4 Prodavatelj jamči da su osoba ili osobe koji će pomagati Kupcu prilikom instalacije na način opisan u ovom Ugovoru upoznate sa sigurnosnim postupcima i postupcima održavanja u odnosu na Stroj. Prodavatelj jamči i potvrđuje da preuzima svu odgovornost za sve eventualne ozljede i štete nastale tijekom suradnje tih osoba s Kupcem. Ukoliko je odredbama mjerodavnih zakona propisano da Kupac snosi odgovornost prema tim osobama, Kupac se obvezuje o tome obavijestiti Prodavatelja, a Prodavatelj će se temeljem pravomoćnog i obvezujućeg rješenja nadležnog tijela smatrati odgovornim za nadoknadu štete Kupcu.

Članak 9.

Article 9

Force majeure

9.1 Should any Party due to the occurrence of force majeure be prevented to partially or entirely perform some of its obligations from this Agreement, the time to perform such obligation shall be extended for the duration of the force majeure, except of the subsequent performance, in a reasonable business judgment, loses the purpose or its economic justification.

9.2 Force majeure within the meaning of this Agreement are natural disasters (drought, hail, etc.), fire, explosions, floods, earthquakes, general disasters, political risks such as war, occupation, civil riots, strike and actions of government that influence the performance of the Agreement entirely or in part, and all other events that cannot be remedied, and that were unforeseeable at the time this Agreement was being entered into.

9.3 The Party that due to force majeure is unable to perform the obligations assumed in this Agreement, shall notify the other Parties in a reasonable time, on the occurrence of force majeure, and upon request of the other Parties give proper evidence on the occurrence of force majeure.

Article 10

Non-assignment

10.1 The Parties hereto agree that none of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of the other Party.

Article 11

Severance

11.1 Each of the Articles of this Agreement is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be

Viša sila

9.1 Ukoliko bilo kojoj Ugovornoj strani uslijed nastupa više sile bude u cijelosti ili djelomično onemogućeno ispunjavanje obveza iz ovog Ugovora, rok za ispunjenje tih obveza produljuje se za vrijeme trajanja više sile, osim ako se temeljem opravdane poslovne prosudbe utvrdi da se naknadnom činidbom ne ostvaruje cilj ili da je ekonomski neopravdana.

9.2 U smislu ovog Ugovora, pojam „viša sila“ odnosi se na prirodne katastrofe (suša, tuča i sl.), požare, eksplozije, poplave, zemljotrese, opće katastrofe, političke rizike kao što su rat, okupacija, građanske pobune, štrajkovi i postupci vlade koji u cijelosti ili djelomično utječu na izvršavanje Ugovora te sve ostale događaje koji se ne mogu otkloniti i koje se u trenutku sklapanja ovog Ugovora nije moglo predvidjeti.

9.3 Ugovorna strana kojoj je uslijed više sile onemogućeno ispunjavanja obveza preuzetih ovim Ugovorom obvezuje se u razumnom roku obavijestiti drugu Ugovornu stranu o nastupu više sile te na zahtjev druge Ugovorne strane dostaviti dokaz o nastupu više sile.

Članak 10.

Zabrana ustupa

10.1 Ugovorne strane suglasno utvrđuju da se prava i obveze iz ovog Ugovora ne mogu ustupiti ili prenijeti bez prethodne pisane suglasnosti druge Ugovorne strane.

Članak 11.

Salvatorna klauzula

11.1 Svaki se članak ovog Ugovora smatra zasebnim i odvojenom od ostalih, a ako u bilo kojem trenutku jedna ili više odredaba postanu nezakonite, nevaljane ili neprovedive, to neće utjecati na ostale odredbe ili im umanjiti učinak. Kako bi zamijenile nevažeće ili nepotpune odredbe, Ugovorne strane obvezuju se suglasno



affected or impaired. For replacement of any ineffective or incomplete clauses the Parties undertake to agree upon effective or complete clauses that correspond as much as possible to the economic purpose of any ineffective or incomplete clauses.

**Article 12
Dispute and applicable law**

12.1 The Parties shall make reasonable effort to settle any disputes in amicable way. In the event of failure, the Parties agree to finally settle the dispute before **the actual competent court**. The substantive law applicable to the contractual relationship shall be **xx law**.

**Article 13
Final provisions**

13.1 All amendments to this Agreement shall be made in writing, in the form of annexes, signed by both Parties.

13.2 Parties accept the rights and obligations arising from this Agreement by signing this Agreement.

13.3 This Agreement is executed in 4 (four) originals, 2 (two) for each Party to this Agreement.

For and on behalf of the Buyer:

Milivoj Singer, Director

For and on behalf of the Seller:

Name and Surname, function

utvrditi važeće i potpune odredbe koje u najvećoj mogućoj mjeri odgovaraju ekonomskoj svrsi nevažećih ili nepotpunih odredaba.

**Članak 12.
Sporovi i mjerodavno pravo**

12.1 Ugovorne strane obvezuju se nastojati mirnim putem rješavati sve eventualne sporove. U suprotnom Ugovorne strane suglasno utvrđuju da će spor konačno biti riješen na **stvarno nadležnom sudu**. Materijalno pravo primjenjivo na predmetni ugovorni odnos bit će **xx pravo**.

**Članak 13.
Završne odredbe**

13.1 Sve izmjene i dopune ovog Ugovora moraju biti sačinjene u pisanom obliku i to obliku priloga potpisanih po obje Ugovorne strane.

13.2 Potpisivanjem ovog Ugovora Ugovorne strane prihvaćaju prava i obveze iz ovog Ugovora.

13.3 Ovaj je Ugovor potpisan u 4 (četiri) izvorna primjerka, od kojih svaka Ugovorna strana zadržava po 2 (dva) primjerka.

Za Kupca:

Milivoj Singer, direktor

Za Prodavatelja:

Ime i Prezime, funkcija

Schedule 1 – Tender number. XX received at the address of the Buyer on the XX/XX/XXXX

Prilog 1 – Ponuda br. XX zaprimljena na adresu Kupca dana XX.XX.XXXX.