

XXXXX Zagreb

KUPOPRODAJNI UGOVOR

Ugovor broj:

Ovaj Kupoprodajni Ugovor sklopljen je xxxxxxxx između:

1. **XXXXX Zagreb**, aaaaaa 111, 10000 Zagreb, MB:9999999, Republika Hrvatska, tj. "Prodavatelj"
2. MB:0000000000000, Republika Hrvatska, kojeg zastupa, tj. "Kupac"

Priloženi dodaci kao što su *Prodavateljevi: Uvjeti međunarodnog jamstva, Opći uvjeti prodaje, Tehnička specifikacija i Zapisnik o preuzimanju* sastavni su dio ovog Ugovora. U slučaju protuslovlja između Članaka ovog dokumenta i Dodataka, prevladat će Članci ovog dokumenta. U slučaju protuslovlja između Dodataka, prevladat će Dodaci prema redosljedu kojim su navedeni.

1. PRODAJA PROIZVODA

Autobus(i) (u daljnjem tekstu "Proizvod(i)") specificiran(i) u Prilogu 3 kupljeni su od Prodavatelja od strane Kupca prema uvjetima ovog Ugovora. Predmet ugovora je (1) jedinica, autobus.

2. CIJENE

Ukupna cijena za Proizvod, DDU Zagreb iznosi: € + PDV22%, plativo u kunama po prodajnom tečaju HVB – Splitske banke Hrvatska na dan konačne uplate.

3. PLAĆANJE

3.1. Plaćanje unaprijed

Sto posto (100%) što iznosi € + PDV 22% treba biti zaprimljeno na Prodavateljev račun br.

2330003-999999999 kod HVB – Splitska banka, Hrvatska, najkasnije dva tjedna prije isporuke.

3.2. Predujam

Kupac je dužan u roku od najkasnije 7 dana od dana sklapanja ovog Ugovora platiti prodavatelju predujam u iznosu od + PDV 22%.

Ukoliko kupac odustane od Ugovora prije datuma isporuke vozila iz članka 1. ovog Ugovora, suglasan je da prodavatelj zadrži iznos danog predujma iz prethodnog stavka ovog članka.

Zadržanje predujma iz prethodnog stavka ne isključuje pravo prodavatelja na naknadu štete.

U slučaju udovoljenja Ugovoru, predujam se uračunava u ispunjenje obveze.

3.3. Zadnji dan plaćanja - primjereni naknadni rok za ispunjenje

Ukoliko ukupni iznos s pripadajućim porezom iz članka 3.1. ovog Ugovora ne bude u cijelosti uplaćen ni 5 dana prije dana isporuke, prodavatelj ima pravo:

- zahtijevati ispunjenje, te na dospjeli neplaćeni dug zaračunati zateznu kamatu po stopi zakonske zatezne kamate koja trenutno iznosi

XXXXX Zagreb

SALES CONTRACT

Contract number:

This sales contract has been concluded on _____ between:

1. XXXXX Zagreb, aaaaaa 111, 10000 Zagreb, tax no.:9999999, Republic of Croatia, i.e. "The Seller" and
2. Tax no.: 0000000000000, Republic of Croatia, represented by, i.e. "The Buyer"

The attached appendices such as the *Seller's: Conditions of International Warranty, General Sales Conditions and Record of Acceptance* are an integral part of this Contract. In case of contradiction between the articles in this document and the Appendices, the Articles in this document assume primacy. In case of contradiction between the Appendices themselves, the Appendices assume primacy according to the order in which they are presented.

1. SELLING PRODUCTS

The bus(es) (further in the text: "Product(s)) specified in Appendix 3 have been bought from the Seller by the Buyer according to conditions in this Contract. The object of this contract is (1) unit, bus.

2. PRICE

The total price for the Product, DDU Zagreb amounts to: € + PDV 22%, payable in kunas based on the selling exchange rate by the HVB – Splitska banka Croatia on the day of final payment.

3. PAYMENT

3.1. Advance Payment

A hundred percent (100%) amounting to € + PDV 22% must be received on the Seller's account no. 2330003-999999999 at HVB – Splitska banka, Croatia, no later than two weeks after delivery.

3.2. Deposit

The Buyer is obliged no later than within 7 days from the day of signing this Contract to pay the Seller a deposit amounting to + PDV 22%.

In so much as the buyer abjures from the Contract before the delivery date of the vehicle according to article 1 of this Contract, he offers consent that the seller withhold the amount given as deposit from the prior paragraph of this article. The retained deposit from the prior paragraph does not exclude the seller's rights to seek compensation for damages. Should the Contract be fulfilled, the deposit contributes to the fulfilment of obligations.

3.3. Last Day for Payment– Appropriate Subsequent Period for Fulfilment

If the total amount with the associated taxes from article 3.1 of this Contract is not in its entirety paid after 5 days before the delivery date, the seller has the right:

- to demand fulfilment of conditions, and calculate in relation to unpaid accounts

<p>15% godišnje - ili raskinuti ugovor, te zadržati uplaćeni iznos predujma iz članka 3.2 ovog Ugovora.</p> <p>U svakom slučaju, ne izvrši li kupac svoju obvezu plaćanja predujma u cijelosti ili zakasni s njezinim ispunjenjem, prodavatelj ima pravo zahtijevati naknadu štete koju je time pretrpio.</p> <p>Ukoliko je kupac uplatio samo dio iznosa iz članka 3.1., a prodavatelj temeljem odredbe ovoga članka raskine ovaj Ugovor, kupac je suglasan da prodavatelj raskidom ovog ugovora može izvršiti prijeboj tražbine po osnovi pretrpljene štete s iznosom uplaćenog predujma. U tom slučaju, prodavatelj će izjaviti kupcu da vrši prijeboj.</p> <p>Ukoliko bi šteta prodavatelja bila veća od iznosa primljenog prijebojem predujma, on zadržava pravo da traži iznos stvarne štete.</p> <p style="text-align: center;">4. ISPORUKA</p> <p>Proizvod(i) će biti isporučen(i) DDU Zagreb (INCOTERMS 2000) u roku dana i/ili najkasnije mjeseca od datuma primitka cjelokupne uplate i potpisa ovog Ugovora.</p> <p style="text-align: center;">5. CJELOKUPNI UGOVOR</p> <p>Ovaj Ugovor sa svojim Dodacima čini cjelokupni Ugovor i zamjenjuje sve prethodne Ugovore i Sporazume, i pisane i usmene, između Prodavatelja i Kupca glede kupnje Proizvoda od strane Kupca, i da bi bilo kakve promjene bile valjane moraju se izvesti u pisanom obliku i biti potpisane od Prodavatelja i od Kupca.</p> <p>Ovaj Ugovor je potpisan u 4 (četiri) primjerka, od kojih 2 (dva) ostaju kod Kupca, a 2 (dva) kod Prodavatelja. Prodavatelj i Kupac potvrđuju da su prilikom potpisivanja ovog Ugovora primile sve Dodatke navedene u ovom Ugovoru.</p> <p>Prodavatelj: XXXXXX ZAGREB</p> <p>_____</p> <p>KUPAC:</p> <p>_____</p>	<p>interest on arrears based on the Interest on Arrears Act currently amounting to 15% annually</p> <p>- Or to cancel the contract, retain the paid deposit from article 3.2 of this Contract.</p> <p>In each case, if the buyer does not complete his obligations to settle the deposit in entirety or default on the fulfilment of obligations, the seller retains the right to demand compensation payments suffered by the party.</p> <p>If the buyer has paid only part of the amount stemming from article 3.1., and the buyer in accordance with the provision of this article cancels this Contract, the buyer is in consent that the seller in cancelling this contract may make additional claims based on acquired damages with the paid amount of deposit. In this case, the seller shall notify the buyer that he initiate a claim.</p> <p>If the damages to the seller are greater than the received amount of the deposit, he shall maintain rights to seek the amount of the actual damages.</p> <p style="text-align: center;">4. DELIVERY</p> <p>Product(s) shall be delivered DDU Zagreb (INCOTERMS 2000) within ____ days and/or no latter than ____ months from the date of receiving the entire payment and signing of the Contract.</p> <p style="text-align: center;">5. ENTIRE CONTRACT</p> <p>This contract with its Appendices comprises the whole contract and replaces all prior Contracts and Agreements, written and spoken, between the Seller and Buyer in terms of purchasing the Product by the Buyer, and in order that any alterations be valid, they must be in written form and signed by the Seller and Buyer.</p> <p>This contract has been signed in 4 (four) copies, of which two (2) remain with the Buyer, and 2 (two) with the Seller. The Seller and Buyer confirm that in signing this Contract, they have received all Appendices stated in this Contract.</p> <p>Seller: XXXXXX ZAGREB</p> <p>_____</p> <p>BUYER:</p> <p>_____</p>
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