

DEFINICIJE:

- **Kupac:** naručitelj za poslove selidbe.
- **Potrošač:** principal, bilo koji privatni pojedinac koji djeluje u svrhu izvan svog zvanja, poslovanja, zanimanja ili profesionalne aktivnosti i koji se smatra potrošačem u skladu sa zakonom Republike Hrvatske.
- **Organizator selidbe:** stranka koja prima zahtjev za selidbu i obavlja selidbe u profesionalnom svojstvu.
- **Obrazac narudžbe usluge:** ugovor o selidbi, popis svih sporazuma postignutih u okviru selidbe (uključujući posebne narudžbe) između Organizatora selidbe i Kupca.
- **Podizvođač:** ugovorna stranka koja pruža usluge organizatoru selidbe (pakiranje, utovar, cestovni transport, prijevoz željeznicom, morem ili zrakom, carinske formalnosti, skladištenje i isporuku).
- **Radni dani:** svi kalendarski dani osim subote, nedjelje i blagdana. Ako rok izražen u radnim danima završava u subotu, produžuje se na sljedeći radni dan.

ČLANAK 1 – CIJENA – MASA – VIŠA SILA – IZVRŠENJE – OTKAZ – POREZI

1.1 Količina robe i trajanje naloga kako je navedeno u ugovoru za selidbu služe kao osnova za utvrđivanje cijene selidbe. Osim ako nije izričito drukčije navedeno, ova cijena nije određena u paušalnom iznosu, te se primjenjuje struktura naknada tvrtke. Cijena za bilo kakvu posebnu narudžbu koja se može dogovoriti u skladu s člankom 6. ovih odredbi i uvjeta, navedena je u ugovoru o selidbi (Obrazac narudžbe usluge).

1.2 Cijene su izračunate na temelju pruženih usluga po danu, kao što je definirano zakonom i/ili važećim ugovorom kolektivnog rada. Osim u slučaju pogreške od strane Organizatora selidbe, svi prekovremeni sati računaju se na temelju strukture naknada koje primjenjuje tvrtka. Ukoliko tvrtka ne primjenjuje druge propise, svi prekovremeni sati sektoru selidbi definiraju se na sljedeći način:

- ponedjeljak, utorak, srijeda: nakon 8. sata; četvrtak i petak: nakon 7. sata;

1.3 Izvršenje ugovora počinje s pripremom opreme u skladištu Organizatora selidbe. Organizator selidbe obavezan je ponuditi samo opremu potrebnu za izvršenje ugovora. U svim okolnostima, Organizator selidbe zadržava pravo korištenja prijevoznih sredstava i načina rukovanja koje smatra najpraktičnijim i najekonomičnijim, pod uvjetom da se time ne utječe na bitne elemente pružene usluge.

1.4 Stranka koja (prije ugovorenog dana izvedbe) odustane od ugovora, automatski će, i bez službene obavijesti, biti odgovorna za naknadu cjelokupnog iznosa štete, gubitka i troškova (uključujući sve i ne isključujući ništa) koji su nastali drugoj ugovornoj strani, a pritom minimalno:

- 25% od ugovorene cijene u slučaju otkazivanja više od jednog (1) tjedna prije dogovorenoga datuma izvedbe;
- 50% od ugovorene cijene u slučaju otkazivanja manje od sedam (7) dana ali više od tri (3) dana prije dogovorenoga datuma izvedbe;
- 75% od ugovorene cijene u slučaju otkazivanja manje od tri (3) dana ali više od jednog (1) dana prije dogovorenoga datuma izvedbe;
- 100% od ugovorene cijene u slučaju otkazivanja manje od 24 sata prije dogovorenoga datuma izvedbe.

1.5 Prijevoz robe i/ili namještaja do mjesta skladištenja podliježe ovim odredbama i uvjetima. Odredbe specifične za skladištenje robe i/ili namještaja obuhvaćenih selidbom navedene su u Općim uvjetima za skladištenje i čuvanje namještaja tvrtke Gosselin Mobility, a koje čine sastavni dio ponude i ugovora o skladištenju, i na koje se pozivaju ovi uvjeti i odredbe.

1.6 Cijena selidbe uključuje porez na dodanu vrijednost (PDV) i sve ostale poreze i troškove za usluge koje Kupac dodatno mora platiti.

ČLANAK 2 – PONUDA / IZRAŽAVANJE CIJENE

Bilo koja ponuda ili ponuda za izvođenje radova koju je podnio Organizator selidbe, u bilo kojem obliku, slobodna je od svih obveza i nije obvezujuća za Organizatora selidbe dok god nije primljen nikakav izričit i potpisan Ugovor od Kupca.

ČLANAK 3 – PODUGOVARANJE

Organizator selidbe slobodan je djelomično ili u potpunosti podugovoriti ugovor s trećim stranama – podizvođačima, osim ako Kupac nije izričito isključio tu mogućnost u pisanom obliku prilikom početka radova.

ČLANAK 4 – MEĐUNARODNE SELIDBE

Osim odredbi navedenih u drugim člancima ovih Općih uvjeta za selidbe, ovaj članak odnosi se isključivo na selidbu u ili iz Hrvatske, između dviju država članica Europske unije ili između države članice EU-a i treće zemlje.

4.1 CIJENA – MASA

4.1.1 Cijena selidbe, uključujući i paušalni iznos, izračunava se na temelju stopa koje primjenjuju podizvođači. Bez obzira na tečaj valute u trenutku potpisivanja ugovora, to je cijena koja će se primjenjivati prilikom izvršenja ugovora s podizvođačima, te predstavlja jedinu primjenjivu cijenu. Revizije cijene mogu se pojaviti na temelju revizije stopa od strane podizvođača ili više podizvođača u skladu s postupcima utvrđenima kada je ugovor potpisan, neovisno o volji Organizatora selidbe ili puke volje podizvođača, na temelju elemenata navedenih u ovim uvjetima. Razlozi za reviziju cijene moraju se dostaviti Kupcu čim postanu poznati Organizatoru selidbe. Ovo se odnosi na povećanje cijena, kao i na smanjenje.

4.1.2 Masa robe koja se može prevoziti željeznicom, unutarnjim vodama ili preko mora u kontejnerima ili pomorskim kontejnerima određuje se na maksimum od 100 kg po m³. Sav višak težine zaračunat će se posebno prema jedinici od 100 kg ili dijelu iste. Masa robe prevezene cestom postavljena je na maksimum od 100 kg po m³. Sav višak mase naplatit će se posebno prema jedinici od 100 kg ili dijelu iste.

Za robu prevezenu zračnim putem primjenjuje se drugačiji izračun stope troška tereta. Troškovi tereta uvjetovani su količinom prostora koju pošiljka zauzima, tj. dimenzijskom masom, u kojoj 1 kg tereta može sadržavati maksimum od 6000 cm³. Ako je stvarna masa veća od toga, onda ona služi kao temelj izračuna stope.

4.2 Porezi – carine – informacije

Porezi povezani s međunarodnim selidbama Kupcu se fakturiraju odvojeno. Ukoliko nije razumno moguće te iznose znati u trenutku potpisivanja ugovora, isti će se Kupcu fakturirati naknadno.

4.2.1 Kupac je dužan predati ili Organizatoru selidbe poslati sve uredno ispunjene dokumente potrebne za otpremu i primitar robe, te sve pripadajuće carinske formalnosti. Ako je potrebno, Kupac će se osobno obratiti carinskim uredima nakon prvog zahtjeva. Carinske formalnosti uvijek se obavljaju na temelju podataka i dokumenata dobivenih od Kupca. Ukoliko nije drugačije predviđeno, Organizator selidbe ili njegov predstavnik odrađuju carinske formalnosti u ime Kupca na njegov/njezin račun.

4.2.2 Kupac snosi punu odgovornost za informacije koje on/ona predaju, kako u odnosu na carinska tijela, tako i u odnosu na Organizatora selidbe ili bilo koju treću stranu. Sam Kupac snosi sve posljedice koje mogu proizaći iz neistinitih, nepotpunih, zakašnjelih informacija i/ili dokumenata, ili ako su isti netočni zbog njegove/njezine pogreške. Osim toga, Kupac će Organizatoru selidbe nadoknaditi sve troškove koji su nastali kao posljedica toga.

ČLANAK 5 – PREDMETI IZUZETI IZ SELIDBE

5.1 Osim ako nije izrijekom dogovoreno drugačije u pisanom obliku, Kupcu se za selidbu zabranjuje predavati sljedeće predmete Organizatoru selidbe:

- a) narkotici, oružje;
- b) roba za koju je potrebna dozvola;
- c) predmeti od zlata, dragocjeni metali, papirnate valute, stari kovani novac, vrijednosni papiri, potvrde o ostvarivanju prava, zbirke poštanskih marki;
- d) krzno, žive životinje, biljke;
- e) tekućine koje predstavljaju općepoznat rizik od požara, eksplozije ili štete za drugu robu, poput fosfora, goriva (benzina), ugljena, žigica, boja, baterija, kiselina ili nagrizajućih tvari;
- f) općenito, bilo koje tvari ili tekućine koje bi mogle izazvati štetu opremi ili robi koja se prevozi;
- g) imovina / osobni predmeti koji su izrijekom zabranjeni u zemlji odredišta.

5.2 Sve rizike, gubitke ili štetu nastalu zbog nepoštivanja ove odredbe u svim slučajevima snosi Kupac. Kupac će nadoknaditi Organizatoru selidbe sav iznos koju od Organizatora selidbe potražuju treće strane zbog zanemarivanja ove odredbe.

ČLANAK 6 – POSEBNI ZAHTJEVI

Organizator selidbe može, na zahtjev kupca, obaviti određene poslove vezane uz selidbu, kao što su uklanjanje i postavljanje tepiha, zavjesa, ogledala, slika i rasvjetnih tijela, prikupljanje i spuštanje namještaja kroz prozore, prijevoz klavira, sefova i druge opreme, te pakiranje i raspakiranje vina. Posebni zahtjevi i povezane cijene navedeni su u ugovoru o selidbi. U takvim slučajevima Organizator selidbe obvezuje se staviti na raspolaganje sredstva, ali pritom ne jamči rezultate.

ČLANAK 7 – PAKIRANJE

Sva ambalaža koja nije vraćena od strane Kupca po završetku selidbe automatski će i bez službenog obavješćivanja, dati pravo na naknadu za gubitak uporabe i za povezane troškove oporavka, koji se izračunavaju na temelju naknade tvrtke.

ČLANAK 8 – PAKIRANJE I RASPAKIRANJE – FAKTURIRANJE

Ako nije drugačije predviđeno, pakiranje obavljeno prije dana selidbe fakturirana se odvojeno. Isto vrijedi i za raspakiranje obavljenu nakon što je selidba završena.

ČLANAK 9 – OSOBNI PREDMETI

Osobne predmete i donje rublje mora pakirati Kupac bez bilo kakve intervencije Organizatora selidbe. Bilo kakav rizik, gubitak ili štetu koja nastane iz nepoštivanja ove odredbe u svim slučajevima snosi isključivo Kupac.

ČLANAK 10 – POSEBNE OBVEZE KUPCA I INVENTARA

10.1 Cijene selidbe izračunavaju se na temelju podataka dobivenih od Kupca. Kao rezultat toga, Kupac je dužan Organizatoru selidbe pružiti sve točne potrebne i korisne informacije na njegov zahtjev, čime se Organizatoru selidbe omogućuje da ima jasnu ideju o okolnostima pod kojima se ugovor ima provesti (pakiranje, utovar, otprema, istovar, itd.). Konkretno, Kupac mora skrenuti pozornost Organizatoru selidbe na narav robe, primjerice, što se tiče vrijednih ili teških predmeta, ili predmeta koji zahtijevaju posebno rukovanje (kao što su antikviteti i umjetnine). (Ovdje navedeni predmeti ne predstavljaju konačan popis.) On/ona mora iskreno ukazati na sve čimbenike koji mogu utjecati na normalno odvijanje posla ili koji bi mogli otežati provođenje. U tom kontekstu, Kupac mora točno naznačiti mjesto i izgled zgrade. On/ona mora navesti postoji li jednostavan pristup za vozilo kojim se obavlja selidba, postoje li uglovi ili bankine na koje se mora paziti, ako se mora preći neasfaltirane ceste, jarke ili druge prepreke, jesu li stepenice dovoljno široke, postoji li lift i može li se koristiti za selidbu, itd. Bilo kakve posljedice i dodatni troškovi nastali zbog toga što nisu pružene informacije, ili zbog nemara ili pogrešaka, bilo od strane Kupca ili njegova/ njezina predstavnika, snosi Kupac.

10.2 Kupac ili njegov/njezin predstavnik moraju biti prisutni za cijelo vrijeme trajanja radova: pakiranje, utovara, istovara, uključujući i vrijeme koje se koristi za jelo i/ili odmor. Ako Kupac, njegov/njezin zastupnik ili predstavnik ipak napusti stan za vrijeme trajanja radova, Organizator selidbe ni u kojem slučaju neće biti odgovoran za štetu koja se navodno dogodila tijekom ove odsutnosti ili koja je rezultat odsutnosti Kupca, njegova/njezina zastupnika ili predstavnika.

Kupac, njegov/njezin zastupnik ili predstavnik moraju osobno provjeriti da nije ostavljeno i da je dom ispražnjen. On/ona sama snosi posljedice nepridržavanja ovih odredbi.

10.3 Ukoliko Kupac želi sastaviti popis robe koja se ima preseliti u prisutnosti obiju strana, on/ona mora o tome izričito obavijestiti Organizatora selidbe. Potonji će tada imenovati posebnog zaposlenika za tu svrhu. Troškove pripreme inventara snosi Kupac, a pripložit će mu se unaprijed. Svaki drugi inventar koji se preda Organizatoru selidbe neće ni na koji način biti na njegovu odgovornost.

10.4 Kupac ili njegov/njezin predstavnik moraju poduzeti sve potrebne mjere kako bi se osiguralo da se vozila Organizatora selidbe mogu istovariti odmah po dolasku.

Bilo kakve posljedice i dodatni troškovi koji proizlaze iz neuspjeha da se takve mjere osiguraju, snosi Kupac.

10.5 Kupac snosi troškove za rezervaciju parkirnog prostora za vozila za selidbu i opreme za podizanje, ako je to potrebno u skladu s lokalnim policijskim propisima. Ukoliko Organizator selidbe nudi svoje usluge za tu svrhu, tada će s tim povezane troškove snositi Kupac.

10.6 Svako kašnjenje uzrokovano od strane Kupca ili njegova/njezina predstavnika uzrokovat će isplatu naknade štete od strane Kupca Organizatoru selidbe ako, kao posljedica imobilizacije opreme i osoblja, ugovorena cijena selidbe više ne pokriva odrađene sate. U tom slučaju naknada mora biti jednaka razlici između ugovorene cijene i stvarne cijene selidbe (uzimajući u obzir, između ostalog, i stvarno odrađene radne sate), plus bilo kakvu štetu, gubitke i troškove (uključujući sve i izuzimajući ništa) pretrpljene od strane Organizatora selidbe zbog tog kašnjenja.

U slučaju da je Kupac potrošač, naknada koju Kupac ima platiti Organizatoru selidbe će, u skladu s prethodnom stavkom, biti ograničena na 20% od cijene selidbe.

ČLANAK 11 – POSEBNA ZALOŽNA PRAVA I PRAVO PRIDRŽAJA

11.1 Kupac daje Organizatoru selidbe (1) ugovorno pravo pridržaja na svu robu koju on/ona povjeri Organizatoru selidbe u skladu s nalogom za selidbu i (2) sva prava koja proizlaze iz zakona Republike Hrvatske.

Organizator selidbe može ostvariti svoje pravo pridržaja i založno pravo na tu robu kao jamstvo za sva potraživanja koja može imati i koja će imati, čak i ako takva potraživanja imaju uzrok koji nije izdani nalog za selidbu.

11.2 U svakom slučaju, Kupac daje izričito dopuštenje Organizatoru selidbe da svoju opremu povuče nakon dva dana mirovanja, i da prevezenu robu odložiti na mjesto za pohranu ili skladište. To će se učiniti na trošak i rizik Kupca, uključujući i troškove za naknadnu isporuku. Ako skladištenje na mjestu za pohranu ili skladištu traje duže od mjesec dana, a Kupac i dalje ne poduzme potrebne mjere u roku od osam dana od dana slanja pisma Organizatora selidbe preporučenom pošiljkom, Klijent izričito ovlašćuje Organizatora selidbe da robu proda u ime i za račun Kupca.

11.3 U slučaju neispunjavanja uvjeta i odredbi o isplati iz članka 14. i/ili 15., kao posljedica kojih Organizator selidbe mora aktivirati svoje založno pravo i/ili pravo pridržaja, Kupac će biti odgovoran za sve dodatne troškove, kao što su troškovi u vezi sa skladištenjem, čuvanjem i ležarinom.

ČLANAK 12 – ODGOVORNOST ORGANIZATORA SELIDBE

12.1 Osim u slučaju više sile, okolnosti koje su izvan kontrole Organizatora selidbe i situacijama iz članka **12.5.**, Organizator selidbe je odgovoran za gubitke i štete na predmetima koji su predmet selidbe, kao i za štetu koja je rezultat kašnjenja koja je isključivo uzrokovao Organizator selidbe, ali ne i za kašnjenja uzrokovana od strane trećih osoba i/ili koja su rezultat više sile (kao što su, ali ne ograničeno na: prometne gužve, kvarovi i sl.).

Pod pojmom "kašnjenje" podrazumijeva se:

- Za selidbe unutar Hrvatske: isporuka koja je najmanje 6 sati kasnije od dogovorenog vremena isporuke, ne uključujući vrijeme potrebno za putovanje.
- Za selidbe u stranu zemlju: isporuka koja je najmanje 24 sata kasnije od dogovorenog vremena isporuke, ne uključujući vrijeme potrebno za putovanje.

12.2 Osim u slučaju više sile, okolnosti koje su izvan kontrole ugovornih strana, te situacija iz članka **12.5.**, Organizator selidbe odgovoran je za svoje podizvođače, gubitke i štetu nanesenu predmetima koji su predmet selidbe, a za kašnjenje isporuke kao što je definirano u članku **12.1** uzrokovano od strane njegovih podizvođača.

12.3 ZAHTEVI

12.3.1 Prihvaćanje robe koja je dio selidbe od strane Kupca bez bilo kakve pisane obavijesti ili protesta najkasnije u trenutku isporuke ili, u slučaju nevidljivog oštećenja ili gubitka, u roku od 2 (dva) dana od dana isporuke, ne uključujući dan isporuke, smatrat će se potvrdom isporuke robe u istom stanju kao i kad je primljena od strane Organizatora selidbe.

12.3.2 Ne dovodeći u pitanje važeće propise obveznoga prava u vezi rokova zastare, bilo kakvi zahtjevi u odnosu na Organizatora selidbe istječu godinu dana nakon oštećenja i/ili uočavanja nedostataka, ili, u slučaju spora po tom pitanju, godinu dana nakon datuma računa.

12.4 U svim slučajevima, teret dokaza glede odgovornosti Organizatora selidbe snosi Kupac. Pod prijetnjom kazne odustanka od prava, bilo kakav prigovor u odnosu na Organizatora selidbe mora Kupac mora formulirati na dokumentu koji mu/joj je predan u trenutku isporuke. Žalbu, kao potvrda navedenih primjedbi, Kupac Organizatoru selidbe mora poslati preporučenom poštom najkasnije u roku od dva radna dana nakon isporuke, ne uključujući dan isporuke.

12.5 Organizator selidbe je u svim slučajevima oslobođen bilo kakve odgovornosti u odnosu na prijevoz i rukovanje namještajem, opremom i predmetima koje je zapakirao i/ili raspakirao netko drugi a ne sam Organizator selidbe ili njegovi podizvođači, kao i za svaku štetu i gubitke nastale tijekom selidbe koji se mogu pripisati Kupcu, članu obitelji, njegovom/njezinom predstavniku ili trećoj osobe, uključujući i bilo kakvu štetu na zgradama koju su te osobe uzrokovale.

12.6 Organizator selidbe posebno nije odgovoran za izravne i neizravne posljedice ratova, terorističkih napada, revolucija, građanskih i političkih nemira, nereda, štrajkova, epidemija, karantena, udara munje, požara, poplave, snijega, leda, oluje, zatvaranja odmrznutih barijera, korištenja sporednih cesta, čekanja u postajama, zračnim lukama, odnosno carinskim objektima, itd., kada su takve okolnosti nepremostive i onemogućuju pravilno izvršenje selidbe.

12.7 Organizator selidbe djeluje kao odgovoran profesionalac u sektoru selidbe i poduzima one mjere koje su, na temelju okolnosti, u najboljem interesu njegova Kupca. Svi razumni troškovi koji proizlaze iz navedenih događaja koji su nastali Organizatoru selidbe snosi Kupac.

12.8 Ugovorne strane ugovaraju vrijednost pošiljke koja se prevozi u svoti od € 125 po kubičnom metru, uz odbitak minimalnog iznosa od € 250 koje Kupac plaća za svaki nalog za selidbu.

Prijevoznik odgovara do iznosa potpunog ili djelomičnog gubitka i oštećenja pošiljke od trenutka preuzimanja do njezine predaje, osim ako ne dokaže da je šteta nastala bez njegove krivnje.

12.9 U slučaju zakašnjele isporuke, odgovornost Organizatora selidbe ograničena je na ne više od 20% od cijene selidbe. Ako postoji kašnjenje isporuke, naknada će se platiti samo ako Kupac može pružiti dokaz da je on/ona pretrpio/la gubitak kao rezultat, te ako je prigovor podnesen putem preporučenog pisma poslanog Organizatoru selidbe u roku od dva dana, ne uključujući dan isporuke, od dana dostave preseljenih predmeta primatelju.

12.10 U slučaju da je Kupac potrošača, i ako je odgovornost Organizatora selidbe ustanovljena u skladu s člankom **12.1** ili **12.2** i, štoviše, ako je Kupac u mogućnosti dokazati da je šteta nastala kao rezultat toga, naknade opisane u članku 12.8. i/ili članku **12.9** isplatit će se u roku od četrnaest (14) dana od dana izdavanja pisane obavijesti, a ako se to

ne učini, zaračunavat će se ugovorena kamata od 10% od datuma pisane obavijesti, kao i paušalna i nesvodiva naknada u iznosu od 10% od iznosa glavnice pretrpljene štete, minimalnog iznosa od € 150.

12.11 Kupac ne može ni u kom slučaju obustaviti, u cijelosti ili djelomično, plaćanje iznosa koje duguje Organizatoru selidbe, pozivajući se na gubitke, štete ili kašnjenja.

ČLANAK 13 – OSIGURANJE OD “SVIH RIZIKA”

13.1 Kupac može zatražiti da Organizator selidbe predmete koji su predmet selidbe osigura od "svih rizika", odnosno krađe, oštećenja, gubitka, požara, itd, u skladu s općim uvjetima i odredbama pokriva osiguranja u okviru plutajuće police koju uzima Organizator selidbe. Vrijednost osiguranja predmeta koji su predmet selidbe podrazumijeva se "u ukupnoj vrijednosti" – a koja, gdje je to bitno, ovisi o primjeni pravila razmjernosti – a koja vrijednost mora odgovarati zamjenskoj vrijednosti cjelovitosti robe koja je predmet selidbe u njezinom trenutnom stanju.

13.2 Kupac je slobodan odabrati svog vlastitog osiguravatelja. U tom slučaju on/ona se obvezuje uzeti policu osiguranja bez obveznog dijela, pri čemu su rizici pokriveni i osigurana vrijednost odgovara onome što je gore navedeno. Štoviše, Kupac se obvezuje pribaviti "izjavu o odricanju od regresa" od osiguravatelja u korist Organizatora selidbe. Ako Kupac ne može pružiti dokaz o tome, Organizator selidbe može odbiti izvršiti selidbu i Kupac će u svakom slučaju biti obavezan odštetiti Organizatora selidbe u odnosu na svog osiguravatelja.

13.3 Ako Kupac ne da nikakve izričite pisane upute Organizatoru selidbe da dogovori pokriće osiguranjem, Organizator selidbe ima pravo pretpostaviti da je Kupac sam osigurao robu u skladu s obvezama iz članka **13.2**.

ČLANAK 14 – ODREDBE I UVJETI ZA PLAĆANJE SELIDBE UNUTAR HRVATSKE

14.1 Računi Organizatora selidbe smatraju se prihvaćenima od strane Kupca, osim ako ih se ne ospori u pisanom obliku u roku od osam (8) dana od datuma računa.

14.2 Svi računi moraju biti plaćeni u roku od četrnaest (14) dana od datuma računa, osim ako izričito nije drugačije dogovoreno, i bez bilo kakvih popusta ili troškova u odnosu na Organizatora selidbe.

14.3 U slučaju neplaćanja u navedenom roku plaćanja, naplatit će se ugovorna kamata za zakašnjelo plaćanje od 10% – automatski i bez prethodne najave neplaćanja – od datuma računa, kao i paušalna i nepromjenjiva jednokratna naknada u iznosu do 10% od iznosa računa za pokrivanje administrativnih troškova, u iznosu od najmanje 150 eura.

14.4 U slučaju neplaćanja računa na dan dospijeca, odmah dospijevaju sva ostala otvorena potraživanja.

ČLANAK 15 – ODREDBE I UVJETI ZA PLAĆANJE SELIDBE U STRANU ZEMLJU

15.1 Potraživanja Organizatora selidbe, bez obzira na njihovu prirodu, plaćaju se u gotovini. Kupac mora Organizatoru selidbe platiti cijenu selidbe u cijelosti najkasnije tri dana prije otpreme robe iz Hrvatske.

15.2 Organizator selidbe zadržava pravo, u odnosu na robu za koju cijena još nije plaćena, obustavi isporuku sve dok Kupac ne namiri svoje obveze plaćanja. Sve dodatne iznosi (ležarine, skladištenja i troškovi skrbništva) plaća Kupac, i isti se moraju namiriti zajedno s dospjelim iznosom cijene selidbe prije nego što se roba koja je predmet selidbe može isporučiti.

15.3 U slučaju neplaćanja u navedenom roku plaćanja, naplatit će se ugovorna kamata za zakašnjelo plaćanje od 10% - automatski i bez prethodne najave neplaćanja – od datuma računa, kao i paušalna i nepromjenjiva jednokratna naknada u iznosu do 10% od iznosa računa za pokrivanje administrativnih troškova, u iznosu od najmanje € 150.

ČLANAK 16 – NEVAŽENJE

Nevaženje neke od odredbi iz ovih uvjeta i odredbi nikako neće dovesti u pitanje važenje ostalih odredbi, koje i dalje imaju nesmanjen učinak.

ČLANAK 17 – PRIJEVOD OPĆIH UVJETA I ODREDBI ZA SELIDBE

Opći uvjeti i odredbe za selidbe tvrtke GOSSELIN MOBILITY CROATIA sastavljeni su na engleskom jeziku.

S obzirom na moguće nesporazume koji uključuju tekst, sadržaj, značenje, opseg i tumačenje prijevoda na hrvatski jezik, engleska verzija smatrat će se referentnim dokumentom i njezin opis i tumačenje prevladati će nad svakim prijevodom.

ČLANAK 18 – SPOROVI, MJERODAVNO PRAVO I NADLEŽNOST

18.1 Na sve ugovore između Organizatora selidbe i Kupca isključivo se primjenjuje hrvatsko pravo.

18.2 Sudovi u Hrvatskoj su nadležni za sve sporove između Organizatora selidbe i Kupca. Organizator selidbe ipak zadržava pravo Kupca pozvati pred sud nadležan prema njegovom/njezinom mjestu prebivališta, ukoliko Kupac boravi izvan Hrvatske.

GOSSELIN MOBILITY – GENERAL TERMS AND CONDITIONS FOR REMOVALS

DEFINITIONS:

- **The Customer:** the party ordering the removal.
- **The Consumer:** the principal, any private individual who acts with a purpose that is outside his/her trade, business, profession or professional activity, and who is considered a Consumer in accordance with the applicable Croatian legislation.
- **The Remover:** the party receiving the order and who delivers removals as a professional service.
- **The order for service form:** the removal contract, the enumeration of all agreements reached within the framework of the removal (including special orders) between the Remover and the Customer.
- **The Subcontractor:** the contracting party who delivers services to the Remover (packing, loading, road haulage, carriage by rail, sea or air, customs formalities, storage, and deliveries).
- **Working days:** all calendar days to the exclusion of Saturdays, Sundays and legal holidays. If a period expressed in working days, ends on a Saturday, the period is extended to include the next forthcoming working day.

ARTICLE 1 – PRICE – WEIGHT – FORCE MAJEURE – PERFORMANCE – CANCELLATION – TAXES

1.1 The volume of the goods and the duration of the order as set out in the removal contract serve as the basis of the removal price. Unless expressly provided otherwise this price is not agreed as a lump sum, and the rate of the enterprise is applicable. The price for any special instructions that may be agreed in accordance with Article 6 of these conditions is stated in the removal contract (the Order For Service Form).

1.2 The established prices are determined in function of the services delivered each day as defined by law and/or by collective labor agreement. Except in the event of fault on the part of the Remover, all overtime is calculated on the basis of the rate applied by the enterprise. Unless the enterprise applies other arrangements all overtime in the removal sector is defined as follows:

- Monday, Tuesday, Wednesday: after the 8th hour; Thursday and Friday after the 7th hour.

1.3 The performance of the contract commences with the preparation of the equipment in the depot of the Remover. The Remover is only required to supply the equipment necessary to the performance of the contract. The Remover retains the right in all circumstances to use those means of transport and handling that he deems most practical and cheap, insofar the essential elements of the service to be delivered are not affected.

1.4 The party who (prior to the agreed day of performance) declines the performance of the contract, shall automatically and without formal notice be liable for compensation equal to all damages, losses and costs (everything included and nothing excluded) the co-contracting party has incurred, though with a minimum of:

- 25% of the amount of the contract price, in case performance is declined more than one (1) week prior to the agreed date of performance,
- 50% of the amount of the contract price, in case performance is declined less than seven (7) days but more than three (3) days prior to the agreed date of performance,
- 75% of the amount of the contract price, in case performance is declined less than three (3) days but more than one day (1) prior to the agreed date of performance,
- 100% of the amount of the contract price, in case performance is declined less than 24 hours prior to the agreed date of performance.

1.5 The transport of removal goods and/or furniture to a place of storage is subject to these conditions. Provisions specific to the storage of removal goods and/or furniture are set out in the GOSSELIN MOBILITY CROATIA - General Terms and Conditions for Safekeeping/Furniture Storage, which constitute part of the offer and the storage contract, where these conditions are comprised.

1.6 The removal price includes the value added tax (VAT) and all other taxes and costs of services that the Customer is additionally required to pay.

ARTICLE 2 – THE OFFER/QUOTATION

Any offer or tender issued by the Remover, in whatever form, is free of any obligations and is not binding upon the Remover as long as no explicit and signed agreement from the Customer has been received.

ARTICLE 3 – SUBCONTRACTING

The Remover is free to partially or entirely subcontract the agreement to third parties – Subcontractors, unless this possibility is explicitly ruled out by the Customer in writing at commencement.

ARTICLE 4 – INTERNATIONAL REMOVALS

In addition to the provisions set out in the other articles of these General Removal Conditions this article refers solely to a removal to or from Croatia, or between two Member States of the European Union, or between an EU country and a third country.

4.1 PRICE – WEIGHT

4.1.1 The removal price, including a lump sum price for the removal, is calculated on the basis of the rates of the Subcontractors. Regardless of the exchange rate at the time of the formation of the contract, it is the rate applied by the Subcontractors upon the performance of the contract that is the sole applicable rate. Price revisions may occur in consequence of rate revisions by a Subcontractor or Subcontractors in accordance with the procedures communicated upon the signing of this contract, independently of the will of the Remover or the mere will of the Subcontractor, on the basis of the elements listed in these terms. The reasons for the price revision must be communicated to the Customer as soon as they are known to the Remover. This applies to increases as well as to reductions in price.

4.1.2 The weight of the goods which can be transported by rail, inland waters or over sea in containers or sea containers is determined at a maximum of 100 kg per m³. All excess weight shall be invoiced separately per unit of 100 kg or a fraction thereof. The weight of goods carried by road is set at a maximum of 100 kg per m³. All excess weight shall be charged for separately per unit of 100 kg or a fraction thereof.

For goods which are transported by air freight, a different freight cost rate calculation applies. The freight costs are influenced by the amount of space that the consignment takes up, i.e. the dimensional weight, in which 1 kg of freight may contain a maximum of 6.000 cm³. If the real weight is greater, then it serves as the calculation basis for the rate.

4.2 TAXES – CUSTOMS – INFORMATION

The taxes associated with international removals are separately billed to the Customer. Should it not be reasonably possible to know these at the time of the formation of the contract they will be billed to the Customer subsequently.

4.2.1 The Customer is required to hand over or deliver to the Remover all documents necessary for the shipment, receipt and customs formalities of the goods. If necessary the Customer shall present himself in person to the customs authorities upon the first request. The customs formalities are always carried out on the basis of the information and the documents supplied by the Customer. Unless provided otherwise the Remover, or his agent, completes the customs formalities on behalf of the Customer and at his expense.

4.2.2 The Customer bears full responsibility for the information he provided, both in respect of the administration, and in respect of the Remover or any other third party. He and he alone shall bear all the consequences that may arise from fraudulent, incomplete, late, or accidentally mistaken information and/or documents. He shall compensate the Remover for all costs incurred in consequence of same.

ARTICLE 5 – OBJECTS EXCLUDED FROM REMOVAL

5.1 Unless expressly agreed otherwise and in writing, the Customer is prohibited from presenting the following objects to the Remover for removal:

- a) narcotics, weapons;
- b) goods which are subject to permission;
- c) objects made of gold, precious metals, paper currency, old coins, securities, certificates of entitlement, postage stamp collections;
- d) fur, living animals, plants;
- e) liquids presenting a generally known risk of fire, explosion or damage to other goods such as phosphorous, petrol (gasoline), coal, matches, dyes, batteries, acids, or caustic substances;
- f) in general, any substances or liquids likely to cause damage to the equipment or to the goods being shipped;
- g) property/effects that are explicitly forbidden in the country of destination.

5.2 All risks, loss or damage arising from a failure to comply with this provision shall in all cases be borne by the Customer. The Customer will compensate the Remover and indemnify it from any amount that is claimed from the Remover by third parties due to the disregard of this stipulation.

ARTICLE 6 – SPECIAL REQUEST

The Remover may, at the request of the Customer, carry out certain works associated with the removal such as the removal and placing of carpets, curtains, mirrors, pictures and lighting fixtures, the collection and lowering of furniture through windows, transport of pianos, strongboxes and other equipment, and the packing and unpacking of wine. The special instructions to be performed and their price are set out in the removal contract. In such cases the Remover enters into a contract to make means available and to perform his best efforts but without guaranteeing any result.

ARTICLE 7 – PACKING

All packing materials that are not returned by the Customer upon the completion of the removal, automatically and without formal notification give right to compensation by reason of loss of use and for the associated costs of recovery as calculated on the basis of the company's fee

ARTICLE 8 – PACKING AND UNPACKING – INVOICING

Unless provided otherwise the packing work carried out the day before the removal is charged separately. The same applies to the unpacking work carried out once the removal has been completed.

ARTICLE 9 – PERSONAL OBJECTS

Personal objects and underwear must be packed by the Customer without any intervention by the Remover. Any risks, loss or damage arising from a failure to comply with this provision shall in all cases be borne by the Customer.

ARTICLE 10 – SPECIAL OBLIGATIONS OF THE CUSTOMER AND INVENTORY

10.1 The removal prices are calculated on the basis of the information provided by the Customer. The Customer is consequently required to accurately provide all necessary or useful information to the Remover upon the latter's request, allowing the Remover to form an accurate idea of the circumstances in which the contract must be performed (packing, loading, transport, unloading, etc.). In particular the Customer must draw the attention of the Remover to the nature of the goods, including pointing out valuable or heavy items, or objects that require special handling (such as antiques and art objects) without this summary being in any way exhaustive. He/She/It must indicate in sincerity all factors that may have an influence on the normal workload or which could increase the degree of difficulty. In this context, the Customer must accurately indicate the location and lay-out/arrangement of the buildings. He/She/It must indicate whether there is an easy access for the removal vehicle and access to the residence, whether there are any embankments that must be surmounted, or whether there are unpaved roads, ditches, or other obstacles must be traversed, whether the stairs are sufficiently wide, whether there is a lift and whether such may be used by the Removers, etc... All consequences and additional costs arising from a failure to provide a full disclosure, negligence or errors in this respect by the Customer or his/her/its representative shall be borne by the Customer.

10.2 The Customer or his/her/its representative must be present for the entire duration of the works: packing, loading, unloading, including the time used for refreshment and/or rest. If the Customer, his agent or representative nevertheless leaves the residence during the duration of the works, the Remover shall in no event be liable for any claim that allegedly occurred during this absence or that is a result of the absence of the Customer, his/her/its agent or representative.

The Customer or his agent must personally ensure that nothing has been left behind in the home that he is leaving. He alone bears the consequences of a failure to comply with these provisions.

10.3 Should the Customer wish to draw up a contradictory inventory of the goods to be moved, he must expressly instruct Remover to this effect. The latter will designate a special employee for this purpose. The costs of the preparation of the inventory are borne by Customer and will be communicated to him in advance. Any other inventory supplied to the Remover will not engage the liability of Remover in any way whatsoever.

10.4 The Customer or his/her/its representative must take all necessary measures to ensure that the vehicles of the remover can be unloaded immediately upon arrival.

Any consequences and additional costs arising from a failure to take such measures shall be borne by the Customer.

10.5 Customer shall bear the costs for the necessary reservation of parking space for the removal vehicles and lifting equipment, should this be required by local police regulations. Should the Remover offer its services for this purpose, the costs of same will be borne by the Customer.

10.6 Any delay caused by or due to the Customer or his/her/its agent gives rise to payment of compensation by the Customer to the Remover if, as a consequence of the immobilisation of equipment and personnel, the contractually agreed removal price no longer covers the hours worked. In this event the compensation is equal to the difference between the contracted price and the actual price (taking into account, among other things, the actual worked hours), plus any damages, losses and costs (everything included and nothing excluded) that the Remover suffered by the delay.

In the event the Customer is a Consumer, the compensation by the Consumer to the Remover, is in conformity with the previous section limited to 20% of the removal price.

ARTICLE 11 – SPECIAL LIEN AND RIGHT OF RETENTION

11.1 The Customer grants the Remover (1) a contractual right of retention on all the goods that he entrusts to the Remover by reason of the removal order and (2) all those rights provided for under Croatian law.

The Remover may exercise its right of retention and lien on the goods as a guarantee for all claims it might have and shall have even if these claims have an origin other than the removal order that was issued.

11.2 In any case the Customer gives his explicit permission to the Remover to withdraw his equipment after two (2) days of immobility, and to put the transported goods in a place of storage or a warehouse. This takes place at the expense, risk and danger of the Customer, whereby the costs of subsequent delivery are included. If the duration of the storage in a place of storage or warehouse lasts more than one (1) month, and the Customer still fails to take the necessary measures within eight (8) days of the transmission of a registered letter by the Remover, the Customer explicitly authorizes the Remover to sell the goods in the name and for the account of the Customer .

11.3 In the event of a failure to comply with the conditions of payment set out in Art. **14** and/or **15**, in consequence of which the Remover is required to invoke his lien and/or right of retention, the Customer shall be liable for all additional costs, such as the costs relating to storage, custody, and demurrage.

ARTICLE 12 – LIABILITY OF THE REMOVER

12.1 Except in the event of force majeure, circumstances beyond the control of Remover and in the situation set out in Art. **12.5** the Remover is liable for losses and damage affecting to the objects that are the subject of the removal as well as for damages resulting from delay that are, exclusively caused by the Remover, but not for delays caused by third parties and/or resulting from force majeure (such as but not limited to traffic jam, breakdowns etc).

The term “delay” is understood to mean:

- For removals within Croatia:
a delivery that is at least 6 hours later than the agreed time of delivery, not including the time required for the journey.
- For a removal to a foreign country:
a delivery that is at least 24 hours later than the agreed time of delivery, not including the time required for the journey.

12.2 Except in the event of force majeure, circumstances beyond the control of parties and the situation set out below in Art. **12.5** the Remover is liable for its Subcontractors, for losses and damage caused to objects that are part of the removal and for late delivery as defined in Art. **12.1** caused by its Subcontractors.

12.3 CLAIMS

12.3.1 Acceptance by the Customer of the goods that are part of the removal without any written notice of default or protest at the latest at the time of delivery, in case of non-visible damage or loss within the two (2) days following the delivery, not including the day of delivery, shall be considered proof that the goods were delivered in the same condition as at the time of their reception by the Remover.

12.3.2 Without prejudice to the applicable rules of mandatory law regarding the expiration of claims (by action of time), any claims in respect of the Remover shall expire one (1) year after the moment of determination of the damage and/or shortages, in the event of dispute in this regard one (1) year after the invoice date.

12.4 In all cases the burden of proving the liability of the Remover rests with the Customer. Every complaint in respect of the Remover by the Customer must, on pain of expiry, be the subject of a reservation formulated by the Customer on the document submitted to him at the time of delivery. The complaint made in confirmation of said remarks shall be sent by Customer to the Remover in a registered letter at the very latest within two (2) working days following the delivery, not including the day of delivery.

12.5 The Remover is in all cases relieved of all possible liability in respect of the transport and handling of furniture, equipment and objects that have been packed and/or unpacked by intervening parties other than the Remover or its Subcontractors, and of all damage and losses arising during the removal that are attributable to the Customer, a family member, his/her/its representative or a third party, including all damage to buildings caused by such persons.

12.6 The Remover is in particular not liable for the direct or indirect consequences of war, terrorist attacks, revolution, civil and political unrest, riot, strike, epidemic, quarantine, lightning stroke, fire, flood, snow, ice, storms, the closure of thaw barriers, the use of short cuts, waits in stations, airports, or customs, etc. when such circumstances are insuperable and make the proper execution course of the removal impossible.

12.7 The Remover acts as a responsible professional in the removals sector and takes all those measures which, depending on the circumstances, are in the best interests of his Customer. All reasonable costs arising from aforementioned events that the Remover has had to incur shall be borne by the Customer.

12.8 In the event of loss or damage to the objects that are the subject of the removal, the liability of the Remover is limited to a sum of € 125 per cubic meter of the lost or damaged objects, subject to the deduction of an excess payable by the Customer of € 250 for each removal order.

The Remover is liable for the amount of total or partial loss and damage to the objects, from the moment of takeover to the moment of delivery except in case he can prove that he is not responsible for the damage.

12.9 In the event of late delivery the liability of the Remover is limited to no more than 20% of the removal price. Should there be a delay in delivery, compensation is only payable if the Customer can show that he has suffered a loss as a result of same and that a complaint has been submitted by means of a registered letter to the Remover sent within two (2) days of the delivery, not including the day of delivery of the removed objects to the destinee.

12.10 In the event the Customer is a Consumer, and in the event the liability of the Remover is determined in conformity with Art. 12.1 or 12.2 and the Customer proves that damages occurred as a consequence hereof, the compensation as described in Art. 12.8 and/or Art. 12.9 is payable within fourteen (14) days after written notice, failing which a conventional compensating interest of 10% is due, counting from the date of the written notice, as well as a flat and irreducible compensation equal to 10% of the principal amount of substantiated damage - with a minimum of € 150.

12.11 The Customer may in not any case suspend, in whole or part payment of the amounts owed to the Remover on account of any claim, of any or settlement for alleged losses, damage or delay.

ARTICLE 13 – “ALL RISK” INSURANCE

13.1 The Customer may request the insurer to cause the goods that are the subject of the removal to be insured for “all risks”, namely theft, damage, loss, fire, etc., in accordance with the general conditions of insurance in the framework of a floating policy that the Remover has subscribed with his insurer. The insurance value of the objects that are the subject of the removal is understood to mean “in total value” – where relevant subject to the application of the proportionality rule – which must correspond to the replacement value of the entirety of the goods to be removed and in the current condition in which they are to be found.

13.2 The Customer is free to select his own insurer. In that case he undertakes to enter into an insurance policy without any excess, whereby the risks covered and the insured value correspond to that which is set out above. The Customer undertakes to obtain a “waiver of recourse” from his insurer in favour of the Remover. Should the Customer fail to provide proof of such insurance, the Remover may refuse to perform the removal and is entitled to demand.

13.3 Should the Customer not give any express instructions (in writing) to the Remover to arrange insurance, the Remover is entitled to assume that the Customer has insured the goods himself in accordance with the obligations set out in Art. 13.2.

ARTICLE 14 – CONDITIONS OF PAYMENT FOR REMOVALS WITHIN CROATIA

14.1 The invoices of Remover are considered to be accepted unless written protest is received within eight (8) days of the invoice date.

14.2 All invoices must be paid within fourteen (14) days of the invoice date unless expressly agreed otherwise and without any discount or charge in respect of the Remover.

14.3 In the event of non-payment within aforesaid payment period, contractually agreed interest for late payment equal to 10% will be payable – automatically and without any prior notice of default – counting from the invoice date, as well as an automatic and irreducible compensation by reason of administrative costs of 10% of the amount of the invoice, with a minimum of € 150.

14.4 In the event of the non-payment of an invoice on the due date, all outstanding sums shall become immediately payable.

ARTICLE 15 – CONDITIONS OF PAYMENT FOR REMOVALS TO A FOREIGN COUNTRY

15.1 The Customer must pay the removal price in full to the Remover at the very latest three (3) days prior to the departure of the goods from Croatia.

15.2 The Remover reserves the right in respect of those goods for which the price has not yet been paid to suspend the delivery of the goods until such time the Customer complies with his/her/its obligation to pay. Any additional

costs (demurrage, storage, and custodial costs) are payable by Customer and must be settled together with the outstanding removal price before the goods subject of the removal shall be delivered.

15.3 In the event of non-payment within aforesaid payment period contractually agreed interest for late payment will be payable automatically and without any formal notice of default of 10% counting from the invoice date as well as an automatic and irreducible penalty by reason of administrative costs of 10% of the amount of the invoice, with a minimum of € 150.

ARTICLE 16 – INVALIDITY

Any invalidity of one of the provisions of these conditions shall never give rise to the invalidity of the remaining provisions, and these shall continue to have undiminished effect.

ARTICLE 17 – TRANSLATION OF THE GENERAL TERMS AND CONDITIONS FOR REMOVALS

The GOSSELIN MOBILITY CROATIA- General Terms and Conditions for Removals were originally drawn up in the English language.

In the event of any dispute arisen out of and in any way connected with any misunderstanding of the translation into Croatian with regard to the execution, content and meaning, scope and interpretation, preference shall be assigned for the English text, and the explanation and interpretation of the English text shall prevail over any translation whatsoever.

ARTICLE 18 – DISPUTES, APPLICABLE LAW AND JURISDICTION

18.1 Croatian Law is exclusively applicable to all agreements between the Remover and the Customer.

18.2 The courts in Croatia have jurisdiction to hear all possible disputes between the Remover and Customer. The Remover has the right to submit any dispute arising between parties to the court which has jurisdiction based on his/her location if the Customer is located outside Croatia.