



ASIKS D.O.O.
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www.asiks.net
P.J. DIDOVICI BB, 77250 BOSANSKI
PETROVAC, BOSNIA & HERZEGOVINA



ASIKS COMPANY D.O.O.
+387 37 882 222
asikscompany@gmail.com
www.asiks.net
NARODNIH HEROJA BB, 77250 BOSANSKI
PETROVAC, BOSNIA & HERZEGOVINA

TERMS OF TRADE

1. ACCEPTANCE

- 1.1. These terms of trade (the “**Terms of Trade**” or “**Terms**”) apply to ALL proforma invoices issued by ASIKS D.O.O. or ASIKS COMPANY D.O.O. These Terms govern all transactions between the parties.
- 1.2. The proforma invoice, once signed and/or stamped by both ASIKS D.O.O. or ASIKS COMPANY D.O.O. (the “**Seller**”) and the Consignee/Notify Party listed on the proforma invoice (the “**Buyer**”), constitutes a legally binding contract.
- 1.3. Any changes, modifications, or amendments to these Terms or the proforma invoice, including changes to prices, size, and quantity, **must** be in writing signed by both parties. Any attempts to alter the original proforma invoice after signing and/or stamping will not negate your accountability under these Terms, as stipulated in the original proforma invoice.

2. PROFORMA INVOICE DETAILS

- 2.1. Upon execution by both parties, all proforma invoices are automatically approved for production by Seller, subject to the applicable payment terms. Production for orders pursuant “pre-payment” and “letter of credit” payment terms will only commence after the funds are credited to our account or upon receipt of the Swift Copy of the Letter of Credit by our bank.
- 2.2. Each individual proforma invoice will detail the specific shipping method, shipping term, shipping destination, payment term, HS Code, item name, size, quantity, and price.
- 2.3. The “Additional Notes” section located at the bottom of our proforma invoices (highlighted in red), is where any specific order details must be listed. It is the Buyer’s responsibility to ensure any Buyer requirements are accurately listed. The absence of any note in

this section absolves the Seller from any liability arising from discrepancies occurring during the production, shipment, and delivery of goods.

- 2.4. The listed price in the proforma invoice is immutable; no price changes or currency adjustments are allowed after acceptance of a proforma invoice. Amendments to the proforma invoice are **ONLY** permissible via mutual agreement, validated in writing signed by both parties.
- 2.5. Should production begin pursuant to an accepted proforma invoice while the parties are negotiating amendments; the Buyer assumes full responsibility for all produced materials and is obligated to remit payment in accordance with the terms of the original proforma invoice executed prior to any amendments.

3. SHIPPING TERMS

- 3.1. For CIF sales, the Seller will insure the goods against war risks with a European insurance company. The terms of the insurance will align with those outlined in the London Institute War Clauses relating to sea transportation. For FOB & CFR sales, marine and transport insurance coverage is the Buyer’s responsibility.
- 3.2. The Seller is responsible for all charges incurred at the port of departure, while all charges at the destination port are the Buyer’s responsibility (under CIF & CFR shipping terms).
- 3.3. For FOB shipping terms, the Buyer is accountable for all charges at both the departure and destination ports.
- 3.4. The Seller is not liable for insurance coverage unless the shipping terms are predicated on CIF.

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ID NUMBER: 440118080024
TAX ID NUMBER: 401118080008

BANK: SPARKASSE BANK DD, BIH
BANK ACCOUNT NO.: 1994530053420364
IBAN: BA391994530053420364 (ALL CURRENCIES)
SWIFT/BIC: ABSBBA22
CORRESPONDENT BANK: ERSTE GROUP BANK AG WIEN
SWIFT CORRESPONDENT BANK: GIBAATWG

ASIKS COMPANY D.O.O.
REGISTERED OFFICE & BUSINESS
UNIT LOCATION: NARODNIH HEROJA
BB, 77250 BOSANSKI PETROVAC, BIH
ID NUMBER: 263874770006
TAX ID NUMBER: 4263874770006

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4. SHIPMENT CONDITIONS & DETAILS

- 4.1. Neither party will be liable for any failure to perform (except for failure to make payments) due to causes beyond its control, including without limitation, fire, flood, strike, civil disturbance, pandemic, terrorism, war, acts of nature, or changes to applicable law (a “**Force Majeure Event**”). If a Force Majeure Event occurs, the affected party shall provide immediate written notice to the other party and the time for performance for the affected party will be extended for a period equal to the duration of the delay caused by the Force Majeure Event. However, if the non-performance continues for more than one-hundred-twenty (120) days, the party not receiving performance may terminate any affected proforma invoice without liability by giving written notice to the non-performing party.
- 4.2. If the Seller incurs additional production or shipping charges or costs because of a Force Majeure Event, the Seller retains the right to add these additional to the costs of the goods.
- 4.3. Shipments are subject to available freight space. The Seller reserves the right to defer the agreed shipment data by up to 120 days from date the proforma invoice was executed due to issues with space availability.
- 4.4. Partial shipments and transhipments are permitted unless explicitly stated otherwise on the proforma invoice.
- 4.5. The Seller is responsible for verifying the suitability of the container(s) prior to cargo loading. In case of equipment damage, the Seller will notify the shipping company and provide photographic evidence. However, if a clean Bill of Lading is issued/signed and no damage report has been filed by the shipping agent, the Seller will not be liable for container

damage fees at any port other than the port of departure.

- 4.6. The intended cargo weight must not exceed the container’s maximum payload. The maximum gross weight of the container, inclusive of the payload, is indicated on the CSC Safety Approval Plate. The Seller will ensure this is not exceeded. In case of overloading, the shipping company will decline to onboard the container until the issue is resolved. However, if a clean Bill of Lading is issued/signed and no overload report has been filed by the shipping agent, the Seller will not be liable for any overload fees at any port other than the port of departure.
- 4.7. Shipping documents must be confirmed within 10 days from the date of departure unless later presented by the Seller. The Seller is responsible for delivering the documents within 5 days from approval (excluding Saturdays and Sundays), based on the payment terms (Bank through Bank / LC / X Days Post Arrival).
- 4.8. For each shipment, the Seller must provide the following:
- 3 Original Invoices (per Bill of Lading)
 - 3 Original Packing Lists (per Container)
 - 1 Original or 1 Copy Certificate of Origin (per Bill of Lading)
 - 3 Original Bill of Lading and 3 Copies of Bill of Lading (per Shipment)
- Any additional required documents must be specified in the “Additional Notes” section of the proforma invoice. In the absence of such a note, the Seller is not liable for any discrepancies due to missing documents.
- 4.9. For payment terms based on a Copy of Documents, the Buyer must settle the

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payment at least 10 days before the container(s) arrive, considering courier time. ASIKS D.O.O. or ASIKS COMPANY D.O.O. will not be responsible for potential demurrage if payment is received less than 10 days before the container(s) arrival.

4.10. For FOB sales, the Buyer is required to pay the full amount for the goods before the cargo is transported to the port.

4.11. For any additional Bill of Lading splits requested by the Buyer, a charge of €100 EUR per Bill of Lading will be invoiced, to be covered by the Buyer.

5. OWNERSHIP RESERVATION

5.1. Ownership of the sold goods remains with the Seller until full payment of the purchase amount, including any potential interest, is completed by the Buyer.

5.2. All goods are manufactured by and are the original property of ASIKS D.O.O. or ASIKS COMPANY D.O.O., and as such, all rights to the "ASIKS" logo on the goods are reserved. The goods may only be branded in accordance with the Buyer's specifications if stated on the proforma invoice.

5.3. The name " ASIKS D.O.O. or ASIKS COMPANY D.O.O." is the property of ASIKS D.O.O. or ASIKS COMPANY D.O.O. and may only be used by others with explicit written permission from ASIKS D.O.O. or ASIKS COMPANY D.O.O.

6. QUANTITY

6.1. The Seller reserves the right to supply +/- 10% of the agreed quantity listed in any proforma invoice.

6.2. The quantity shipped will be based on measurements and calculations made in the country of origin.

7. PAYMENT

7.1. Given the prevalence of internet fraud, buyers must re-confirm the sellers Account, SWIFT & IBAN numbers via phone when making any payment to ASIKS D.O.O. or ASIKS COMPANY D.O.O. Our authorised WhatsApp number, +387 62 801 061, will reply with "CONFIRMED" if all instructions are approved. All buyers are urged to note that our bank information will not be changed unless changes are discussed via video conference call between ASIKS D.O.O. or ASIKS COMPANY D.O.O. and the Buyer.

7.2. All official correspondence is conducted through the email addresses listed on our website. We are not responsible for payments made to incorrect accounts, and the Buyer is liable for full payment in accordance with the proforma invoice issued by ASIKS D.O.O. or ASIKS COMPANY D.O.O. Our bank details can be found on our website, www.asiks.net.

7.3. Upon the execution of these Terms, Buyer may choose to make a prepayment to Seller as a demonstration of Buyer's commitment to the completion of the agreed-upon transactions. Buyer agrees that any prepayment is made to secure the Seller's commitment to sell goods and for the Seller to perform preliminary preparations for the full execution of the required transactions. Buyer and Seller hereby expressly agree that any prepayment shall be deemed earned upon receipt and is non-refundable, barring any wilful misconduct or gross negligence on the part of the Seller. In any event, should the transactions contemplated by these Terms and any related proforma invoice fail to close for any reason not attributable to a breach by the Seller, the Buyer shall not be entitled to reimbursement of the prepayment in whole or in part. This non-refundable prepayment shall

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be accounted for as part of the purchase price at the completion of the sale should the transaction proceed as contemplated.

8. CLAIMS

- 8.1. The Buyer has the right to send a representative to inspect the goods' quality and size before shipment.
- 8.2. All claims must be received within **10 days** from the date of arrival at the port of delivery. Claims should be in writing and accompanied by photographs, sent to our email address info@asiks.net.
- 8.3. Claims will not be accepted if the goods have been removed from their original consignment.

9. LIABILITY FOR INJURY AND DAMAGE CAUSED BY THE GOODS

- 9.1. The Seller will not be held liable for any personal injuries or goods damaged during offloading/handling upon arrival. The Buyer is responsible for reporting any cargo damage via photographs without removing the goods from the container.

10. INDIRECT LOSSES

- 10.1. The Seller will not be held liable for any indirect losses caused by consequential damages, profit losses, or losses incurred due to the Buyer's failure to fulfil obligations to a third party.

11. TERMINATION

- 11.1. The Seller may terminate any agreement between the parties without notice if the Buyer is subjected to receivership or bankruptcy.

12. PLACE OF JURISDICTION AND ARBITRATION

- 12.1. These Terms and all quotations, tenders, offers, and acceptances will be governed and construed in accordance with the laws of Bosnia & Herzegovina. Any litigation, arbitration, or other dispute resolution proceeding will take place before the courts in Bosnia & Herzegovina **OR** in the country where the Buyer's company is registered.

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