



**ASIKS D.O.O.**  
MORE THAN WOOD

**A:** Didovići bb, 77250 Bosanski Petrovac  
**T:** +387 62 800 101  
**F:** +387 37 883 175  
**E:** info@asiks.net  
**W:** www.asiks.net

## TERMS OF TRADE

### 1. INTRODUCTION

1.1 These “Sales & Delivery Terms” are applicable for **ALL** contracts/proforma invoices that are issued by ASIKS D.O.O. This shall apply to all goods and services being made between the parties involved and holds value based on the contracts/proforma invoices that have been signed and/or stamped by ASIKS D.O.O and the Notify/Consignee party.

### 2. CONCLUSION OF THE PROFORMA INVOICE / CONTRACT

- 2.1 The contract/proforma invoice is valid and binding for both parties, once the contract/proforma invoice is stamped and/or signed. All agreements that get concluded, automatically get approved for production, depending on the payment terms. All payments that hold the “prepayment” and “letter of credit” terms, will **NOT** be manufactured until the payment is registered on our account or until our bank receives the Swift Copy of the Letter of Credit.
- 2.2 Each individual agreement shall contain a specific shipping method, shipping term, shipping destination and payment term.
- 2.3 The price will be fixed between ASIKS D.O.O and the Notify/Consignee party, without the possibility of any amendments or currency changes. It is **ONLY** possible to amend the contract/proforma invoice through a mutual agreement or due to extraordinary situations. However, if the production has started prior to the amendments being agreed, the Notify/Consignee party is fully responsible for the material already produced and has to pay all charges in accordance to the contract/proforma invoice being issued prior to the amendment.
- 2.4 All prices are based on the current market situation, shipping rates and payment terms.

#### LOCATIONS AND ID NUMBERS

**REGISTERED OFFICE:** BOZE STANKOVIĆA BB, 78220 KOTOR VAROŠ, BIH  
**BUSINESS UNIT LOCATION:** DIDOVIĆI BB, 77250 BOSANSKI PETROVAC  
**ID NUMBER:** 4401118080024  
**TAX ID:** 401118080008

#### BANK DETAILS

**BANK:** SPARKASSE BANK DD BIH  
**BANK ACCOUNT NO:** 1994530053420364  
**IBAN:** BA391994530053420364  
**SWIFT/BIC:** ABSBBA22





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### **3. SHIPPING TERMS**

- 3.1** In case of CIF sales, the seller has to insure the goods against war risk with a European insurance company on terms corresponding to those provided in the London Institute War Clauses as applying to transport by sea. FOB & CFR sales for marine and transport, is to be insured and covered by the buyer.
- 3.2** The seller is **NOT** liable for any insurance coverage, unless the shipping terms are based on CIF.

### **4. SHIPMENT CONDITIONS**

- 4.1** The seller shall not be liable for delays, including non-delivery, due to force majeure, such as war, political unrest, natural catastrophes, strikes etc. As understood in accordance with European Union Laws and other causes, which are beyond the control including delays, which are caused by the carriers.
- 4.2** Shipment shall be subject to the available freight space. The seller shall have the right to postpone the time of shipment agreed upon.
- 4.3** Partial shipments and transshipments are allowed unless otherwise is agreed upon.
- 4.4** It is our responsibility to check the container(s) suitability prior to loading the cargo. Upon discovering any equipment damage, it is our duty to contact the shipping company in charge and report the damage with digital photos. However, if there is issued/signed a clean bill of lading, and no report has been filed from the shipping agent, ASIKS D.O.O will not be held accountable for any container damage fees at any other ports, than the port of departure.
- 4.5** The planned cargo weight should not exceed the maximum payload of the container. The maximum growth weight of the container (which includes the payload) is marked on the GSC Safety Approval Plate, which is our responsibility not to exceed. In the event of an overload, the shipping company will refuse to take the container onboard until the issue has been resolved. However, if there is issued/ signed a clean bill of lading, and no report has been filed from the shipping agent, ASIKS D.O.O will not be held accountable for any overload fees at any other ports than the port of departure.

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- 4.6** Shipping documents must be confirmed within 10 days from the date of departure, unless it has been represented later from ASIKS D.O.O. It is our responsibility to carrier the documents within 2 days from the approval (Saturdays and Sundays excluded), depending on the payment terms (Bank through Bank / LC / Post Arrival). If the payment terms are based on Copy of Documents, we advise all our cooperatives to make the payments at least 10 days prior to the arrival of the container(s) – due to the added courier time. We will not be held accountable for any possible demurrage, if the payment has been received in less than 10 days from the arrival of the container(s).
- 4.7** For any additional BL splits required from the Notify/Consignee party, we are invoicing 80 EUR/PR.BL, which will be added to the invoice once shipped.

## **5. OWNERSHIP RESERVATION**

- 5.1** The seller shall retain ownership of the goods sold until the full purchase sum, including any possible interests, has been fully paid by the buyer. All payments that hold the term “Payment by Copy of Documents” or “Payment within an X amount of days post arrival”, which are paid after the arrival to the port of destination, will be charged an additional 2,5% of the full sum of the invoice, for each additional day that the payment is delayed.
- 5.2** The goods are a ASIKS owned product, and thus all rights are reserved concerning the “ASIKS” logo on the goods. We are **ONLY** able to brand the timber in accordance with the buyer’s needs, if the contract/ proforma invoice states the same.
- 5.3** The name “ASIKS” is ASIKS D.O.O property, and is **ONLY** allowed to be employed by others, with an explicit permission through e-mail.

## **6. QUANTITY**

- 6.1** The seller is fully entitled to supply plus/minus 10% of the quantity agreed upon.
- 6.2** The quantity shipped shall be based on the measurements and calculations made in the country of origin.

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## **7. PAYMENT**

**7.1** Due to the high number of scammers and hackers on the internet, all buyers have to confirm the SWIFT and IBAN through phone, when making any payment to ASIKS D.O.O. Our authorized What's-App, Viber or WeChat number +**387 62 801 061**, will reply "**CONFIRM**" if all the instructions are "OK" to proceed. We advise all our cooperatives to be careful and note that our bank information will not change unless there is a Video Call between the two parties involved. All correspondence through email are indicated on our website, and we do **NOT** use any other e-mails. We will not be held accountable for any payments being made to the wrong account number, and we hold the notify/consignee fully responsible for the full amount to be paid in accordance to the proforma invoice/invoice/debit note that has been issued by ASIKS D.O.O. Our bank details are indicated at the bottom page of our website [www.asiks.net](http://www.asiks.net).

## **8. CLAIMS**

- 8.1** The buyer is fully entitled to send a representative to verify the goods quality and sizing, before shipment has been made.
- 8.2** All claims have to be received within 7 days from the date of arrival to the port of delivery. All claims have to be in writing, with pictures attached to our email [info@asiks.net](mailto:info@asiks.net), [saldin@asiks.net](mailto:saldin@asiks.net) or [merima@asiks.net](mailto:merima@asiks.net).
- 8.3** If the buyer has removed the goods from their original consignment, complaints will not be accepted.

## **9. LIABILITY FOR INJURY AND DAMAGE CAUSED BY THE GOODS**

**9.1** The seller shall not be held accountable for any injuries or damaged goods caused while offloading / handling the goods upon arrival.

## **10. INDIRECT LOSSES**

**10.1** The seller shall not be held accountable for any indirect losses caused by consequential, profit or losses caused by the buyer's non-fulfillment to a third party.

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## **11. AMENDMENTS**

**11.1** Any amendments of the signed proforma invoice/contract is only binding if a new contract has been amended and issued, as a formal acceptance of changes from both parties.

## **12. TERMINATION**

**12.1** Seller may terminate any agreement between the parties without notice, if the buyer is subject to receivership or bankruptcy.

## **13. PLACE OF JURISDICTION AND ARBITRATION**

**13.1** These sales and Delivery Terms are governed in accordance to the laws in Bosnia & Herzegovina.

**13.2** Any dispute arising related to these Sales and Delivery Terms, which cannot be settled by the parties involved, shall be submitted to the Bosnian Chamber of Commerce.

**13.3** The parties agree that the place of arbitration is Sarajevo, Bosnia & Herzegovina. The arbitration proceedings shall be conducted in English.

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