

CASH ON DELIVERY

The amount is paid in cash to the SELLER's employee who delivered the ordered products, and he will hand over the retail or R-1 cash wholesale invoice to you.

- 11.2. PAYMENT WITH CREDIT CARDS DISCOUNT: 7,50 %

The invoice amount is paid by card in the ASIAN CASH & CARRY store, or to the SELLER's employee who delivered the ordered products. For this type of payment, along with the delivery order, it is necessary to specify the type of card with which the payment will be made. The SELLER accepts the following types of cards: VISA, MACSTERCARD, VISA ELECTRON, MAESTRO.

- 11.3. EXTENDED PAYMENT DISCOUNT: 2,50 %

If the BUYER wants to exercise the right to extended payment, he must provide the SELLER with one of the means of securing payment:

- A. Solemnized ordinary or blank promissory note of the company and the responsible person (director or owner), with a written consent by which the Debtors, i.e. the providers of the promissory note, expressly allow the transfer of the seizure of funds before the expiry of the 60-day period.
- B. Bank guarantee.

NOTES: For the approval of extended payment, the SELLER may ask the BUYER for additional documentation for the purpose of determining financial creditworthiness. Approval of rebates is at the discretion of the SELLER, who may increase, decrease, or cancel the basic rebates entirely.

12. The SELLER is not obliged to accept the means of payment security and grant the BUYER extended payment.
13. The BUYER undertakes to settle the amounts on the issued invoices within the agreed terms, by remittance to the SELLER's transaction account number HR9324020061101079110 at ERSTE & STEIERMÄRKISCHE BANK d.d. Zagreb or any other transaction account specified by the SELLER and specified on the invoice in writing.
14. If the BUYER does not respect the agreed payment terms, the SELLER has the right to suspend all product deliveries without prior notice. If one or more invoices are not paid on the due date, the SELLER has the right, without delay, to immediately collect payments for all other invoices, including those that are not yet due.
15. Each delivery of the Products represents an individual transaction, so any failure, partial delivery, or non-delivery in full will not have an impact or any consequences on other deliveries.
16. Unless otherwise specified in the ORDER CONFIRMATION, the date and time of product delivery to the BUYER are for informational purposes only and are not binding on the SELLER. The SELLER reserves the right to partially deliver the products to the BUYER, and delays in delivery or differences in the delivered product quantities do not give the BUYER the right to refuse the entire delivery.
17. The BUYER is obliged to take over the products ordered and delivered by the SELLER and perform a quantitative and qualitative control of the goods when taking them over.
18. To ensure delivery in the shortest possible time, it is necessary to submit the correct DELIVERY ADDRESS and contact telephone number with each order (unnecessary for BUYERS who are already registered with the SELLER). Products delivery dates are agreed upon by the SELLER's authorized sales representative.
19. If the BUYER without reason refuses to take over the products that were delivered based on a valid order, he is obliged to compensate the SELLER for the cost of 25% of the net amount of the invoice for the ordered products.
20. The quality of the products delivered to the BUYER by the SELLER must correspond to all standards of the Republic of Croatia and applicable legal regulations. The BUYER will only accept products of appropriate quality, while the cost of possible delivery and return of products of inappropriate quality will be borne by the SELLER.

21. Complaints about the quality and/or quantity of the product are recognized only if they are noticed immediately upon delivery. The complaint must be in writing, signed by an authorized person of the BUYER on the one hand, and the SELLER's delivery person on the other.
22. The BUYER has the right to make subsequent complaints within the legal term, if the defects could not be observed when taking over and the usual inspection of the product or could only be observed after unpacking the original cartons or contracted transport packaging (hidden defects).
23. The BUYER undertakes to store the received products in accordance with the applicable legal regulations and instructions received from the SELLER. The cost of possible damage or loss of product quality due to improper storage or handling will be borne by the BUYER.
24. The BUYER can return the product only after receiving written approval from the SELLER. The SELLER is not obliged to accept the return of those products that were delivered in the correct condition, quantity and based on the duly received order of the BUYER, or those that have become unusable or partially usable due to the BUYER's negligence (improper storage, mechanical damage, etc.).
25. Product risk passes to the Customer upon delivery.
26. The SELLER retains the right of ownership of the products until the BUYER settles the bill for the delivered products in full, including any additional costs such as interest or similar.
27. The responsibility of the SELLER for all claims for compensation arising from or in connection with the products and their use shall under no circumstances exceed the total amount of the value of the products that are the subject of the claim.
28. The SELLER's offers in any form are non-binding and can only be considered as an invitation to the BUYER to place an order. Offers issued by the SELLER are revocable and subject to change without notice, unless confirmed in writing upon receipt of the BUYER's order (ORDER CONFIRMATION). The SELLER has the right to reject the BUYER's order without explanation.
29. Statements and agreements of the SELLER's employees, representatives and/or agents are non-binding for the SELLER, except to the extent, or only those confirmed in writing by the legal representative of the SELLER.
30. Any electronic communication between the SELLER and the BUYER shall be considered as communication in "written form", and as such shall serve as a unique confirmation of the content and time of the communication between the SELLER and the BUYER.
31. Product samples are provided to the BUYER for informational purposes only and do not in any way imply either express or implied conditions or warranties of any kind, including quality, description, marketability, or suitability for any purpose, and shall be deemed to meet the requirements upon receipt of a written notice or order from the BUYER.
31. If the specifications for individual products are not specifically agreed upon, the SELLER reserves the right to change them without prior notice.
32. The BUYER agrees that the information provided in the SELLER's catalogs and other informative publications, as well as on the SELLER's website, may change from time to time without prior notice. Any statement, advice, recommendation, or other information about the products will be adapted exclusively to the needs of the BUYER.
33. The SELLER reserves the right to printing errors and color differences. Product photos are symbolic and do not necessarily correspond to the ordered product.
34. A registered user of the website can only be a user who has the username and password of the SELLER. The SELLER cannot be held responsible for unauthorized use of the user account, nor for any damage caused in that way. The SELLER reserves the right to terminate or deny the possibility of using the user account without prior notice and/or explanation. The SELLER is not responsible for damage caused by the termination of the user account.

35. The SELLER undertakes to protect and strictly preserve the personal data of the BUYER (GDPR Privacy Policy of Pan Asia d.o.o.). The SELLER will not give the data of registered BUYERS to a third party, except in the case when such an obligation is regulated by law.
36. All possible disputes arising between the SELLER and the BUYER will primarily be resolved by agreement, and if this is not possible, the jurisdiction of the Commercial Court in Zagreb is agreed upon.



PAN ASIA D.O.O.
Asian Cash & Carry Shop
Trg Senjskih uskoka 7 ▪ HR-10020 Zagreb
OIB: 73506479456
T: +385 1 6272694
M: acc@panasia.hr
FB: www.facebook.com/asiancashandcarry
W: www.panasia.hr