

nosno kurirskom poduzeću.

Pravilo po kojem se plaća samo neto težina robe, a ne i ambalaža je čisto pravno shvaćanje o tome kako tumačiti, rješavati životne situacije. Na temelju ugovora ili trgovačkog običaja koji vrijedi u mjestu u kojem prodavatelj treba ispuniti ugovor ili drugom mjestu koje je od presudne važnosti za ugovor, određuje se hoće li se i za koliko tara težina odbiti od težine robe te se pritom mogu uvažiti određeni pristupi ili odnosi umjesto da se taj odbitak točno matematički izračunava.

Budući da već sa stajališta suvremenog proizvodnog lanca izrada ambalaža, pakiranja po redovitom tijeku stvari prethodi slanju robe, treba je u načelu pribrojiti prodavateljevoj činidbi predaje iz čl. 376. st. 1. ZOO-a. Troškove ambalaže u pravilu snosi prodavatelj.

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SOME SPECIFICITIES OF COMMERCIAL SALES IN CROATIAN LAW (TRANSFER OF RISK, DETERMINATION OF GOODS BY WEIGHT AND RIGHT OF PACKAGING)

Summary: *The contract of sale certainly occupies a central place in the systems of mandatory law, historically and legally, but also following the needs of modern legal and business transactions. This paper discusses the transfer of risk in commercial sales contracts and consumer sales contracts. Important differences between commercial and consumer rules on the transfer of risk are noted, which are not precisely incorporated into the system of mandatory law, and the opposite practical effects arising from these rules are emphasized. Merchants among themselves often use special trade clauses and terms that set the rules for determining goods by weight. Commercial regulations and the application of these are being discussed when the parties themselves have not set the standards by which the determination of goods by weight would be resolved. In the end, the packaging right has been talked about, which in modern times is gaining more and more importance, not only from the point of view of environmental protection, but also from the point of view of mandatory and real laws regarding reusable packaging. Among the questions are: who bears the packaging costs, whom does the packaging belong to, whether the buyer should return the packaging to the seller, and how the risk of loss or damage to the packaging material is distributed among the parties.*

Key words: *transfer of risk, commercial purchase and sale, consumer purchase and sale, determination of goods by weight, right of packaging*