

**GENERAL TERMS AND CONDITIONS FOR THE
PERFORMANCE OF WORK
ON THE PURCHASER'S PROPERTY
HBIS GROUP Serbia Iron & Steel d.o.o. Beograd**

I Definitions

- a) The term "Purchaser" shall mean HBIS GROUP Serbia Iron & Steel d.o.o. Beograd.
- b) The term "Contractor" shall mean the person or firm entering into this Purchase Order to perform services for Purchaser.
- c) The term "Days" shall mean calendar days.
- d) The term "Work" shall include all obligations, duties, requirements, and responsibilities, required for the successful completion of Purchaser's requirements, including furnishing of all supervision, labor, materials, equipment, and other supplies, in accordance with the terms and conditions set forth herein.

II Responsibilities of the Contractor

The Contractor is obligated to:

- a) Obtain any necessary licenses and permits for performing the contracted works;
- b) Provide competent supervision over the performance of contracted works;
- c) Take all precautions necessary to protect persons or property against injury or damage and be responsible for any such injury or damage as a result of its fault or negligence;
- d) Perform the Work diligently and without unnecessarily interfering with other Contractor's Work or other activities of the Purchaser.
- e) For all of its employees/subcontractors engaged at the location of HBIS GROUP Serbia Iron & Steel llc Belgrade and prior to commencing any work, the Contractor **shall deliver to the Purchaser a written statement on the medical capability** of its employees/subcontractors to perform the work for which they had been engaged (confirming they possess a medical report not older than one year), **as well as a statement that they have an appropriate Labor Contract** or a Contract on engagement on another basis, in accordance with the Labor Law, as well as that it regularly settles all the obligations prescribed by law regarding the labor and legal status of the engaged persons.

If the Contractor violates any of the abovementioned points, that shall be considered a violation of contractual obligations due to which the Purchaser may terminate the

**OPŠTE ODREDBE I USLOVI
ZA IZVRŠENJE POSLOVA NA IMOVINI
NARUČIOCA
HBIS GROUP Serbia Iron & Steel d.o.o. Beograd**

I Definicije

- a) Pojam "Naručilac" predstavlja HBIS GROUP Serbia Iron & Steel d.o.o. Beograd.
- b) Pojam "Izvršilac poslova" predstavlja fizičko ili pravno lice koje zaključuje ovu Porudžbinu za pružanje usluga Naručiocu.
- c) Pojam "Dani" predstavlja kalendarske dane.
- d) Pojam "Poslovi" podrazumeva sve obaveze, dužnosti, ispunjenja zahteva i odgovornosti potrebnih za uspešno izvršavanje zahteva Naručioca, uključujući i obezbeđivanje celokupnog nadzora, radne snage, materijala, opreme i ostalih potreba, u skladu sa ovde predviđenim odredbama i uslovima.

II Obaveze Izvršioca poslova

Izvršilac poslova se obavezuje da će:

- a) Nabaviti sve potrebne dozvole i odobrenja za izvršenje ugovorenih poslova;
- b) Obezbediti stručni nadzor nad izvršenjem ugovorenih poslova;
- c) Preduzeti sve potrebne mere predostrožnosti neophodne za zaštitu osoba ili imovine od povreda ili oštećenja i biće odgovoran za svaku povredu ili oštećenje nastalo kao posledica njegove krivice ili nemara i nepažnje;
- d) Izvršiti sve poslove ažurno i bez nepotrebnog ometanja rada drugih izvršilaca ili poslova Naručioca.
- e) Za sve svoje zaposlene/podizvršioce koji su angažovani na lokaciji HBIS GROUP Serbia Iron & Steel d.o.o. Beograd, Izvršilac će pre otpočinjanja bilo kakvih radova, **Naručiocu dostaviti pisanu izjavu o zdravstvenoj sposobnosti** svojih zaposlenih/podizvršioca za obavljanje poslova na kojima su angažovani (da poseduju lekarski izveštaj ne stariji od godinu dana), **kao i izjavu da imaju odgovarajući Ugovor o radu** ili angažovanju po drugom osnovu u skladu sa Zakonom o radu, kao i da uredno izmiruje sve obaveze propisane zakonom, a u vezi radno-pravnog statusa angažovanih lica.

Ukoliko Izvršilac prekrši bilo koju od napred navedenih tačaka, to će se smatrati kršenjem ugovornih obaveza, zbog kojih Naručilac može raskinuti Ugovor/Porudžbenicu sa Izvršiocom i

Contract/Purchase Order with the Contractor and require from the Contractor a payment of the amount of 10% of the value of the Contract as a compensation for the launching of a new tender or because of the postponement/obstruction of the job realization.

If the performance of work also entails the delivery of material, equipment, or another type of goods, in that case the Contractor shall have the obligation for the packaging in which they are delivered to be properly labeled, according to international markings which indicate:

1. Type of material of which the packaging has been made, as for example:

- Polyethylene tereftalat	PET	1
- Polyethylene high density	HDPE	2
- PVC	PVC	3
- Low-density polyethylene	LDPE	4
- Polypropylene	PP	5
- Polystyrene	PS	6
- Wavy cardboard	PAP	20
- Flat cardboard	PAP	21
- Paper	PAP	22
- Steel	FE	40
- Aluminium	ALU	41
- Wood	FOR	50
- Cork	FOR	51
- Cotton	TEX	60
- Utah	TEX	61
- Colorless glass	GL	70
- Green glass	GL	71
- Brown glass	G	72
- Paper and cardboard / miscellaneous metals	S/ *	80
- Paper and cardboard / plastics	S/*	81
- Paper and cardboard /aluminium	S/*	82
- Paper and cardboard / tinplate	S/*	83
- Paper and cardboard / plastic / aluminum	S/*	84
- Paper and cardboard / plastic / aluminum / tin	S/*	85
- Plastic / aluminium	S/*	90
- Plastic / tin	S/*	91
- Plastic / miscellaneous metals	S/*	92
- Glass / plastic	S/*	95
- Glass / aluminium	S/*	96
- Glass / tin	S/*	97
- Glass / miscellaneous metals	S/*	98

Note:

* put the short name of predominant material.

2. Possibility of reuse or recycling of the packaging.



Reuse of the packaging



Recycle of the packaging

If the packaging is not according Serbian standards, the Contractor has obligation to provide, together with

zahtevati od Izvršioca isplatu iznosa od 10 % od vrednosti Ugovora, kao kompenzaciju za raspisivanje novog tendera ili zbog odlaganja/ometanja realizacije posla.

Ukoliko izvršenje poslova podrazumeva i dopremu materijala, opreme ili druge vrste robe, u tom slučaju Izvršilac poslova ima obavezu da ambalažu u kojoj se ista doprema bude propisno obeležena, u skladu sa međunarodnim oznakama, koje označavaju:

1. vrstu materijala od kojeg je ambalaža napravljena, kao na primer:

- Polietilen tereftalat	PET	1
- Polietilen velike gustine	HDPE	2
- Polivinil hlorid	PVC	3
- Polietilen male gustine	LDPE	4
- Polipropilen	PP	5
- Polistiren	PS	6
- Valovita lepenka (karton)	PAP	20
- Ravna lepenka (karton)	PAP	21
- Papir	PAP	22
- Čelik	FE	40
- Alumunijum	ALU	41
- Drvo	FOR	50
- Pluta	FOR	51
- Pamuk	TEX	60
- Juta	TEX	61
- Bezbojno staklo	GL	70
- Zeleno staklo	GL	71
- Smeđe staklo	GL	72
- Papir i karton /raznovrsni metali	S/ *	80
- Papir i karton / plastika	S/*	81
- Papir i karton / aluminijum	S/*	82
- Papir i karton / beli lim	S/*	83
- Papir i karton / plastika /aluminijum	S/*	84
- Papir i karton / plastika / aluminijum / beli lim	S/*	85
- Plastika / aluminijum	S/*	90
- Plastika / beli lim	S/*	91
- Plastika / raznovrsni metali	S/*	92
- Staklo / plastika	S/*	95
- Staklo / aluminijum	S/*	96
- Staklo / beli lim	S/*	97
- Staklo / raznovrsni metali	S/*	98

Napomena:

* staviti skraćenicu od preovlađujućeg materijala.

2. mogućnost ponovne upotrebe ambalaže ili recikliranja.



Ambalaža koja se može ponovo upotrebiti



Ambalaža koja se može reciklirati

Ukoliko ambalaža nije u skladu sa srpskim standardima, Izvršilac poslova ima obavezu da uz robu

commodity, technical specification i.e. technical documentation with reports on testing for the packages used for packaging the commodity.

If, during the performance of the work, the Contractor encounters the need of requesting the fire protection services from the Purchaser, such as: engaging firemen from Professional Fire Unit (PFU), using devices, equipment and tools in a goal of preventing or putting down initial fire outbreaks, the Purchaser shall provide such services, in accordance with his abilities, and he shall issue to the Contractor an invoice for such services in the amount per current Purchaser's rates for service provided. In case of damage on devices, equipment and means of fire fighting the Contractor shall be obliged to compensate the Purchaser with the amount equaling the damaged device, equipment and means. The services and possible damages shall be paid within 30 days as of the day of invoicing. The invoices shall be accounted in dinar equivalent according to the mid day exchange rate of the NBS on a day of invoicing in case the Contractor is from Republic of Serbia.

Upon the completion of contracted work, the Contractor is obligated to **remove** all waste generated during the performance of the contracted work on the job site **from the Purchaser's factory premises**, as well as to remove all hazardous substances which pollute the environment (waste oils, waste from hazardous waste packaging, etc.), and to bring the job site into a clean and neat condition.

Should the Contractor fail to act in accordance with the previous paragraph, it shall be considered that it has not completed the contracted work and the Purchaser shall not sign the documents on the completed work. In that case, the waste shall be removed by the Purchaser at the Contractor's expense.

If the hazardous waste in question needs to be **urgently** removed, and the Contractor has not done so, the Purchaser shall engage an adequate Operator for the removal of hazardous waste on its own, but the costs of such removal shall be borne by the Contractor. The Purchaser shall separately invoice the costs for the removal of waste to the Contractor.

III Subcontracts

A. Contractor shall not subcontract Work hereunder without the prior written consent of Purchaser, and any such subcontract without consent of Purchaser shall be null and void. If Contractor proposes to subcontract any of the Work hereunder, it shall submit to Purchaser the name of each proposed Subcontractor(s), along with the proposed scope of Work that its Subcontractor is to undertake. The Purchaser shall have the right to reject any Subcontractor that it considers unable or unsuitable to satisfactorily perform the scope of the Work involved. Contractor shall not enter into any cost reimbursable contract with any proposed Subcontractor without Purchaser's prior written authorization. All cost

koju šalje dostavi tehničku specifikaciju, odnosno tehničku dokumentaciju sa izveštajima o ispitivanju ambalaže u koju je ista upakovana.

Ukoliko za vreme vršenja posla Izvršilac posla ima potrebu da zatraži od Naručioca pružanje usluga protivpožarne zaštite kao što je: angažovanje vatrogasaca Profesionalne vatrogasne jedinice (PVJ), upotreba uređaja, opreme i sredstava u cilju prevencije ili gašenja eventualno izazvanog početnog požara, Naručilac će u skladu sa svojim mogućnostima obezbediti tu vrstu usluge i istu fakturisati Izvršiocu posla u iznosu u skladu sa važećim cenovnikom Naručioca za tu vrstu usluga. U slučaju nastanka štete na uređajima, opremi i sredstvima za gašenje požara, Izvršilac posla je dužan da je nadoknadi Naručiocu u visini vrednosti oštećenog uređaja, opreme i sredstava. Usluge i eventualna šteta će biti plaćene u roku od 30 dana od dana fakturisanja. Fature će se ispostavljati u dinarskoj protivvrednosti po srednjem kursu NBS na dan fakturisanja, u slučaju kada je Izvršilac posla iz Republike Srbije.

Izvršilac je u obavezi da po završetku ugovorenog posla, sa mesta gde je izvodio radove **ukloni van fabričkog kruga Naručioca**, sav otpad koji je nastao u toku izvršenja ugovorenih poslova, kao i sve štetne materije koje zagađuju životnu sredinu (otpadna ulja, ambalažni otpad od opasnog otpada i dr.) i mesto izvođenja radova dovede u čisto i uredno stanje.

Ukoliko Izvršilac ne postupi u skladu sa prethodnim stavom, smatraće se da nije završio ugovoreni posao, i Naručilac neće potpisati dokumenta o završenom poslu. U tom slučaju, otpad će ukloniti Naručilac o trošku Izvršioca.

Ukoliko se radi o opasnom otpadu koji treba **hitno** ukloniti, a Izvršilac to nije uradio, Naručilac će sam angažovati odgovarajućeg Operatera za uklanjanje opasnog otpada, s tim što će troškovi uklanjanja pasti na teret Izvršioca. Troškove uklanjanja otpada, Naručilac će posebno fakturisati Izvršiocu.

III Podugovaranje

A. Izvršilac poslova neće podugovarati Poslove po ovom ugovoru bez predhodne pismene saglasnosti Naručioca i bilo koji takav podugovor zaključen bez saglasnosti Naručioca biće nevažeći i ništavan. Ako Izvršilac poslova predloži podugovaranje bilo kog od Poslova predviđenih po ovom ugovoru, poslediče Naručiocu naziv svakog od predloženih Podizvršioca, sa predloženim spektrom Poslova koje bi Podizvršilac poslova preuzeo. Naručilac zadržava pravo da odbije svakog Podizvršioca za koga smatra da nije u mogućnosti ili nije podoban za uspešno obavljanje odnosnog spektra Poslova. Izvršilac poslova neće sklopiti ni jedan ugovor koji predviđa nadoknadu troškova sa bilo kojim Podizvršiocem, bez predhodnog

reimbursable subcontracts shall ensure that Purchaser will have the right to inspect Subcontractor's equipment to ensure the progress of the Work and to audit Subcontractor's records and books of account to ensure the applicability, validity, and reasonableness of such costs, if such a subcontract is authorized by Purchaser.

B. Notwithstanding any consent by the Purchaser to a proposed subcontract, the Contractor shall remain responsible for all subcontracted Work and services, and the Contractor agrees it shall be as fully responsible to the Purchaser for the acts and omissions of its Subcontractors and other persons either directly or indirectly engaged by the Subcontractors, as it is responsible for the acts and omissions of persons directly employed by the Contractor.

C. The Purchaser's authorization for the Contractor to engage subcontractors, the Purchaser's supervision of the work performed by the Subcontractors, or any other action taken by the Purchaser, shall not create any contractual relationship between any Subcontractor and the Purchaser.

D. In addition, Contractor indemnifies and holds Purchaser harmless from and against any claims made by any Subcontractor (of any tier) for compensation, damages, or otherwise, including any costs incurred by Purchaser to investigate, defend, or settle any such claim.

E. The Contractor shall return all the ID cards issued for its employees and/or subcontractors, after having finished the job at the property of the Purchaser, to the Security Department - Protocol section. In case the Contractor hasn't returned all the ID cards, the Purchaser shall issue an Invoice containing costs of procurement of ID cards and of their printing.

IV Insurance

A. Contractor shall, prior to the beginning of any Work hereunder, purchase and maintain throughout the entire term of this Agreement broad form liability insurance acceptable to Purchaser covering, at a minimum, bodily injury, death, property damage, employer's liability, cross liability, automobile liability and contractual liability, if applicable in accordance with Purchaser instruction.

Prior to the commencement of any work or services, Contractor shall be responsible to include all Subcontractors as co-insured in Policy Insurance.

In case when the Contractor is a foreign legal entity, it will be obliged to secure and an Insurance Certificate for each subcontractor.

pismenog ovlašćenja Naručioca. Svi podugovori, kojim je predviđena nadoknada troškova, će garantovati Naručiocu pravo da vrši nadzor nad opremom Podugovarača koja se angažuje da bi se obezbedilo napredovanje Poslova kao i kontrolu Podizvršiočeve evidencije i obračunskih knjiga da bi se na taj način uverio u primenljivost, verodostojnost i osnovanost tih troškova, a sve pod uslovom da je takav Podugovor odobren od strane Naručioca.

B. Bez obzira na Naručiočev pristanak na predloženi podugovor, Izvršilac poslova ostaje odgovoran za sve podugovorene Poslove i usluge i saglasan je da će biti potpuno odgovoran prema Naručiocu za činjenje i nečinjenje svojih Podizvršioća, i drugih lica koja su direktno ili indirektno angažovali Podizvršioći kao što odgovaraju i za delovanje i propuste lica zaposlenih direktno od strane Izvršioća poslova.

C. Naručiočevo odobrenje Izvršioću poslova da angažuje podizvršioce, Naručiočev nadzor nad radovima koje izvode Podugovarači kao ni bilo koja druga aktivnost preduzeta od strane Naručioca, neće proizvesti nikakvu ugovornu vezu između Naručioca i bilo kog podizvršioća.

D. Osim toga, Izvršilac poslova će obešteti i zaštititi Naručioca od svakog i svih zahteva od strane Podizvršioća (bilo kog reda), za nadoknade, odštete ili drugo, uključujući sve troškove koje je Naručilac imao vezano za prikupljanje dokaza, svoju odbranu ili poravnanje po bilo kom takvom zahtevu.

E. Izvršilac poslova će po završetku radova na imovini Naručioca vratiti sektoru Obezbeđenje - služba Protokola, sve ID kartice izdate za njegove zaposlene i/ili podizvođače. Ukoliko Izvršilac poslova ne vrati sve kartice, Naručilac će fakturisati troškove nabavke ID kartica i štampanja istih.

IV Osiguranje

A. Izvršilac poslova će pre nego što započne bilo koji od ugovorenih Poslova za sve vreme važenja ugovora obezbediti široko osiguranje od odgovornosti, prihvatljivo za Naručioca, koje kao minimum pokriva osiguranje za telesne povrede, smrtni slučaj, materijalnu štetu, odgovornost poslodavca, unakrsna odgovornost, auto odgovornost i ugovorna odgovornost, ako je potrebno, prema instrukcijama Naručioca.

Pre početka bilo kakvih poslova Izvršilac poslova je u obavezi da u Polisi osiguranja uključi sve podizvršioce kao koosigurane.

Kad je izvršilac posla strano pravno lice u obavezi je da obezbedi i Certifikat osiguranja za svakog podizvršioća.

<p>All coverage for Subcontractors shall be subject to all of the requirements stated at point IV.</p> <p>B. Contractor shall provide a waiver of any rights of subrogation that the Contractor may have against Purchaser, its agents, or its employees.</p> <p>C. Before any of the Work is started under contract, the Contractor shall file with the Purchasing Department certificates of insurance containing the following information:</p> <p>a) Name of insurance company, policy number and expiration date;</p> <p>b) The coverage and the limits of liability acceptable for Purchaser.</p> <p>c) A statement indicating that the Purchaser shall receive at least thirty days' notice in written of cancellation or significant modification of any of the policies which may affect Purchaser's interest; and</p> <p>d) The Purchaser and its affiliates listed in the policy as additional insured and Cross Liability provision between Purchaser, Contractor and all subcontractors. In addition, waiver of subrogation shall be provided to the benefit of all Additional Insured.</p> <p>D. If any of the Work performed under contract includes blasting, excavating, pile driving, or caisson Work; moving, shoring, underpinning, razing, or demolition of any structure or removal or rebuilding of any structural support thereof, or any underground Work, the Liability Insurance policy shall include coverage for explosion, collapse, and underground hazards.</p>	<p>Sva pokrića podizvršioca biće u skladu sa zahtevima navedenim u tački IV.</p> <p>B. Izvršilac poslova se odriče prava na subrogaciju koju može imati prema Naručiocu, njegovim agentima ili zaposlenima.</p> <p>C. Pre nego što započne bilo koji od Poslova definisanih ugovorom, Izvršilac poslova će Sektoru Nabavka podneti polisu osiguranja koja će sadržati sledeće podatke:</p> <p>a) Ime osiguravajuće kompanije, broj polise i datum isticanja,</p> <p>b) Pokriće i osigurane sume po limitima osiguranja prihvatljivim za Naručioca.</p> <p>c) Izjavu kojom se potvrđuje da će Naručilac najmanje trideset dana ranije biti obavešten pisanim putem o otkazivanju ili o važnim izmenama bilo koje od polisa koje mogu imati uticaj na zaštitu interesa Naručioca i</p> <p>d) Naručioca i njegove filijale navedene u polisu kao dodatne osiguranike sa uključenjem unakrsne odgovornosti prema Izvršiocu poslova i svim njegovim podizvršiocima. Takođe, odricanje od prava regresa biće obezbeđeno u korist svih dodatno osiguranih.</p> <p>D. Ukoliko bilo koji od Poslova podrazumeva miniranje, bušenje, probijanje šipova, korišćenje zvona za ronjenje, pomeranje, podgrađivanje, podupiranje, uklanjanje ili rušenje bilo kog objekta ili uklanjanje ili rekonstrukciju temelja ili bilo kakve podzemne radove, Polisa osiguranja od odgovornosti će sadržati pokriće za eksplozije, kolapse i podzemne rizike.</p>
<p style="text-align: center;">V Force Majeure</p> <p>Purchaser shall be released from responsibility in certain circumstances, which occur regardless of their will (circumstances which could neither be avoided by any observant Purchaser, will be considered as events that release Purchaser of its purchase obligations) and such circumstances shall constitute a Force Majeure event. A Force Majeure event is the result of external and extraordinary events not existing at the time of entering the present Contract, occurring against the will and power of the Purchaser and which Purchaser could not prevent by measures and means that could be justifiably requested in the specific circumstances by a Purchaser. As cases of Force Majeure will be considered, without exception, the following events: war and war actions, general mobilization acts of terrorism, general strike and strike in companies of the Contracting Parties, epidemics, fire, explosions, traffic accidents and natural disasters, acts of government authorities influencing fulfilling of obligations as well as all other events and circumstances acknowledged and announced by a competent authority as a case of</p>	<p style="text-align: center;">V Viša sila</p> <p>Naručilac se oslobađa od odgovornosti u određenim slučajevima, koji se dešavaju nevoljno (slučajevi koji ne mogu biti izbegnuti od strane savesnog Naručioca, biće tretirani kao slučajevi koji oslobađaju Naručioca od obaveza naručivanja radova), a takvi slučajevi konstituišu višu silu. Viša sila je rezultat spoljnjih i neočekivanih događaja koji nisu postojali u trenutku zaključenja Ugovora, koji se dešavaju protiv volje i moći Naručioca i koje Naručilac nije mogao sprečiti merama i sredstvima koje mogu opravdano biti zatražene u specifičnim situacijama od strane Naručioca. Kao slučajeve više sile tretiraće se, bez izuzetka, sledeći događaji: rat i ratna dejstva, opšta mobilizacija, teroristički akti, generalni štrajk i štrajk u kompanijama ugovornih strana, epidemije, požari, eksplozije, saobraćajne nesreće i elementarne nepogode, Vladini akti koji utiču na ispunjenje obaveza kao i svi drugi događaji i slučajevi priznati ili obelodanjeni od strane ovlašćenih lica kao slučajevi više sile. U slučaju više sile Naručilac je u obavezi da odmah obavesti Izvršioca poslova putem elektronske</p>

Force Majeure. In a case of Force Majeure Purchaser shall immediately notify Seller by email, telex or other adequate electronic means on occurrence, type and possible duration of the Force Majeure. During the Force Majeure, obligations of the Purchaser are suspended and no sanctions are applied due to non-performance of contracted obligations within the agreed term.

VI Indemnification and Safety Obligations

Contractor shall indemnify, defend, and hold harmless Purchaser from and against all claims and actions, and all related expenses, arising out of death, damage to property or injuries to persons or other acts caused or contributed to by Contractor or anyone acting under its direction or control or on its behalf in the course of its performance of the Work.

In case of violation of any safety obligations stipulated pursuant to Contract, performed by the Contractor by his own guilt, hereby including without limits the incidents performed by the Contractor (with or without injury of its employees, Purchaser's employees and all other persons) while on Purchaser's property, the Contractor shall be obliged to pay to the Purchaser, for each such instance, a 500 Euro fine in RSD equivalent value for EUR, based on the middle exchange rate of NBS on the debt creation day, within 8 days as of the day of debt creating.

The term incident (with or without injury) in the abovementioned sense shall mean any unconscientious behavior of the Contractor while and/or in regards to performing the subject work, thereby violating the proscribed rules, measures, procedures and other regulations determined by the Purchaser. (For example: Damaging the Purchaser's property, failure to abide by the proscribed rules regarding vehicle movement within the Purchaser's premises, failure to report workplace injuries of its employees, entering the premises while under the influence of alcohol, fighting and causing disturbances within the Purchaser's premises, failure to wear the prescribed PPE, etc.)

In case of damage being made due to the mentioned violation and/or incident, the Contractor shall be obliged, aside from the stated amount, to fully compensate all damage to the Purchaser, all in accordance with the terms of Contract.

VII Taxes

Unless otherwise specifically provided by Contracting parties in these Conditions, Contractor shall pay all taxes on labor, equipment, materials and personal property used or purchased for use in connection with the Work.

Contractor shall also be responsible for all taxes based on income and all employment - related taxes or deductions that are required by law to be made.

pošte, telexa ili drugim adekvatnim elektronskim putem o nastanku, vrsti i mogućem trajanju više sile. Tokom trajanja više sile, obaveze Naručioca će biti suspendovane i nikakve sankcije neće biti primenjivane usled neizvršenja ugovornih obaveza u okviru ugovorenog roka.

VI Naknada štete i bezbednosna odgovornost

Izvršilac poslova će obešteti, zaštititi i osloboditi odgovornosti Naručioca od svih zahteva i tužbi i svih troškova u vezi sa njima, koje proizilaze iz oštećenja imovine ili povrede, ili smrti lica ili drugih radnji koje je izazvao ili u kojima je učestvovao Izvršilac poslova ili iko ko je radio po njegovom nalogu ili pod njegovom kontrolom ili u njegovo ime tokom njegove realizacije Poslova.

U slučaju povrede bilo koje obaveze u pogledu bezbednosne odgovornosti predviđene Ugovorom, koja je učinjena od strane Izvršioca posla i za koju je odgovoran Izvršilac, uključujući, a ne ograničavajući se na incidente Izvršioca (sa ili bez povrede svojih zaposlenih, zaposlenih Naručioca i svih drugih lica) dok je na posedu Naručioca, Izvršilac je dužan da u svakom takvom slučaju Naručiocu plati kaznu u iznosu od po 500 Evra dinarskoj protivvrednosti za EUR po srednjem kursu NBS na dan zaduženja, u roku od 8 dana od dana zaduženja.

Pod incidentom (sa ili bez povrede) u napred navedenom smislu podrazumeva se svako nesavesno ponašanje Izvršioca prilikom i/ili u vezi sa vršenjem predmetnih poslova, kojima se čini povreda propisanih pravila, mera, procedura i druge regulative ustanovljene od strane Naručioca. (Npr: Oštećenje imovine Naručioca, nepoštovanje propisanih pravila kretanja vozilom u krugu Naručioca, neprijavlivanje povreda na radu svojih zaposlenih, ulazak u krug pod dejstvom alkohola, tuča i izazivanje nereda u krugu Naručioca, nenošenje propisanih LZS i dr.)

U slučaju nastanka štete pričinjene pomenutom povredom i/ili incidentom, Izvršilac se obavezuje da pored navedenog iznosa Naručiocu u celosti nadoknadi pričinjenu štetu u skladu sa odredbama Ugovora.

VII Porezi

Ukoliko ugovorne strane nisu izričito drugačije predvidele u ovim Uslovima, Izvršilac poslova će snositi sve poreze na rad, opremu, materijale i ličnu imovinu upotrebljenu ili nabavljenu radi upotrebe u vezi sa izvođenjem Poslova.

Izvršilac poslova će, takođe, biti odgovoran za sve poreze po osnovu prihoda i zapošljavanja – pripadajuće poreze ili obustave zahtevane zakonom.

<p>Contractors from Republic of Serbia, requiring prepayment are legally obligated to supply the proper documents to Purchaser in a timely manner in order to support the prepayment per the VAT regulations of the Republic of Serbia.</p>	<p>Izvršioци poslova iz Republike Srbije koji zahtevaju avansno plaćanje su u zakonskoj obavezi dostavljanja odgovarajuće dokumentacije Naručiocu na vreme kako bi avansno plaćanje bilo u skladu sa Zakonom o PDV Republike Srbije.</p>
<p>When the Contractor is a foreign legal entity, it is also obligated to obtain a Certificate of Residency from the country it is the resident of, for the purpose of avoiding double taxation.</p>	<p>Kada je izvršilac posla strano pravno lice u obavezi je da obezbedi i Certifikat o rezidentnosti zemlje čiji je rezident, radi izbegavanja dvostrukog oporezivanja.</p>
<p style="text-align: center;">VIII Compliance with Law</p> <p>The Contractor shall comply with all applicable laws and regulations and shall fully indemnify, protect and release from responsibility the Purchaser and its employees against any loss, claim, liability damage, and expense arising from the Contractor's noncompliance with such laws and regulations.</p>	<p style="text-align: center;">VIII Saglasnost sa zakonom</p> <p>Izvršilac poslova će poštovati propise svih primenljivih zakona i obeštetiće, zaštititi i osloboditi odgovornosti Naručioca i njegove zaposlene od svih gubitka, potraživanja, štete od odgovornosti i troškova proisteklih iz nepoštovanja tih zakona i propisa od strane Izvršioca poslova.</p>
<p style="text-align: center;">IX Changes</p> <p>Purchaser may order changes in the drawings and specifications within the general scope of works defined in Order, solely in writing. If the change involves an increase or decrease in the cost of or time required for performing the Work, the Contractor shall so advise Purchaser in writing and an equitable adjustment in costs or schedule of work performing will be negotiated separately. As a condition to any increase in the cost of the Work, the Contractor shall submit in writing adequately documented costs incurred for any authorized change for review, evaluation, and approval by Purchaser.</p>	<p style="text-align: center;">IX Izmene</p> <p>Naručilac može zahtevati promene tehničkih crteža i specifikacija, u okviru opšteg obima poslova navedenih u Porudžbini, jedino u pisanoj formi. Ako promena uključuje povećanje ili smanjenje cene ili vremena potrebnog za izvođenje radova, Izvršilac poslova će o tome obavestiti Naručioca, takođe u pisanoj formi, a pravična korekcija koštanja i dinamika izvršenja poslova biće posebno dogovorene. Kao uslov za bilo koje povećanje cene Poslova, Izvršilac poslova će dostaviti u pisanoj formi adekvatno dokumentovane troškove u vezi sa bilo kojom dozvoljenom promenom, na uvid, procenu i saglasnost od strane Naručioca.</p>
<p style="text-align: center;">X Materials and Workmanship</p> <p>Unless otherwise agreed, all material incorporated in the Work shall be new and of the agreed quality. The Work shall be performed in a skillful and professional manner. Both materials and workmanship shall be subject to the inspection of Purchaser, who shall require the Contractor to correct defective workmanship or materials without cost to the Purchaser. Failure to inspect or complete Work not in accordance with the specifications shall not relieve the Contractor from correcting all such Work at its own expense.</p>	<p style="text-align: center;">X Materijali i izrada</p> <p>Ukoliko nije drugačije dogovoreno, svi materijali korišćeni u poslu biće novi i dogovorenog kvaliteta. Posao treba da bude izveden kvalifikovano i profesionalno. Materijali i rad podlegaće inspekciji Naručioca koji će od Izvršioca poslova zahtevati da sve nedostatke otkloni bez dodatnih troškova za Naručioca. Neizvršenje kontrole ili izvršenje poslova drugačije nego što je u specifikaciji zahtevano, neće osloboditi Izvršioca poslova obaveze da takav rad ispravi o svom trošku.</p>
<p style="text-align: center;">XI Payments to Contractor</p> <p>Upon the completion of all Work and its acceptance by the Purchaser, which is confirmed by the signing of the Record on the turnover of the performed work, the Contractor may submit the invoice for the performed work.</p>	<p style="text-align: center;">XI Plaćanje Izvršiocu poslova</p> <p>Nakon završetka svih poslova i prihvatanja istih od strane Naručioca, a što se potvrđuje potpisivanjem Zapisnika o primopredaji izvršenih poslova, Izvršilac posla može ispostaviti fakturu za izvršeni posao.</p>
<p style="text-align: center;">XII Warranties and Guarantees</p> <p>A. Manufacturer's warranties on equipment purchased and installed by the Contractor will be assigned by the Contractor to Purchaser prior to final payment.</p>	<p style="text-align: center;">XII Garancije</p> <p>A. Garancije proizvođača za opremu kupljenu i ugrađenu od strane Izvršioca poslova, Izvršilac poslova će da prenese na Naručioca pre konačne isplate.</p>

B. In addition to any specific guarantees which may be required by the Technical Specification, the Contractor guarantees all the Work to be performed and all the materials to be furnished under the Contract against defects for a period of one year from the later of the date of acceptance, or the date of completion and use by Purchaser. The Contractor shall, as promptly as practicable after written notice thereof, repair/replace any defects in materials or workmanship which occur within said guarantee period, and any damage to other Work caused by such defects, or resulting from the Contractor's repair of such defects or damage, at its own expense and without any cost to Purchaser whatsoever. Repaired or replaced Work shall carry the same warranties and guarantees as original Work.

XIII Termination

A. If the Contractor does not prosecute the Work to ensure completion or fails to complete it within the time specified, the Purchaser may by written notice:

1. Authorize the Contractor to continue the Work to completion including use of overtime; in which event, the Contractor shall be liable for any actual damages sustained by Purchaser resulting from the delay, or
2. Terminate the Contractor's Contract and right to proceed and have the Work completed by other contractors; in which event, the Contractor who started Work shall be liable for any resulting excess cost to Purchaser.

B. The Purchaser may terminate the Contract without liability, for its own convenience upon thirty (30) days advance written notice.

C. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under A.2 above because of any delays in completion of the Work due to causes beyond its reasonable control and without its fault or negligence; provided that the Contractor shall notify Purchaser in writing within five days from the beginning of such delay of the causes and facts relating thereto. Purchaser shall consider the facts, and extend the time for completing the Work, when in its judgment the facts justify such an extension. The decision of Purchaser shall be binding in all cases.

XIV Governing Laws/Disputes

Any contractual provision not covered by these Conditions, in case when the Contractor is from the

B. Osim posebnih garancija koje zahteva tehnička specifikacija, Izvršilac poslova daje garanciju za sve poslove koji će biti izvedeni i sve materijale koji će biti isporučeni po ovom Ugovoru da neće imati nikakvih nedostataka za period od godinu dana računato od datuma prijema ili datuma završetka poslova i početka upotrebe od strane Naručioca, bez obzira koji da je od ova dva datuma kasniji. Izvršilac poslova će, nakon pismenog obaveštenja, u razumnom roku ispraviti ili otkloniti sve nedostatke u ugrađenom materijalu ili u izvršenom radu koji se pojave u okviru navedenog garantnog perioda i sva oštećenja drugih poslova izazvana takvim nedostacima ili prouzrokovana otklanjanjem takvih nedostataka ili oštećenja i to o svom trošku i bez ikakvih izdataka za Naručioca. Ispravljeni ili zamenjeni radovi imaju iste garancije kao prvobitni poslovi.

XIII Raskid

A. Ako Izvršilac poslova ne izvršava poslove kako bi obezbedio kompletan završetak istih ili ih ne izvrši u određenom roku, Naručilac može pisanim obaveštenjem da:

1. Ovlasti Izvršioca poslova da nastavi poslove do završetka, uključujući prekovremeni rad, u kom slučaju će Izvršilac poslova biti odgovoran za sve stvarne štete koje je Naručilac pretrpeo zbog kašnjenja, ili
2. Da otkáže ugovor Izvršiocu poslova i da za izvršenje započetih poslova angažuje druge izvršiocyte poslova, u kom slučaju će Izvršilac poslova koji je započeo radove biti u obavezi da Naručiocu nadoknadi sve ovim slučajem nastale troškove.

B. Naručilac može raskinuti ugovor bez odgovornosti, zbog svojih potreba, dostavljanjem pisanog obaveštenja sa otkaznim rokom od 30 dana.

C. Pravo Izvršioca poslova da nastavi poslove neće biti otkazano niti će Izvršilac poslova biti dužan da naknadi štete iz tačke A.2. u slučaju kašnjenja u završetku poslova nastalog iz razloga koji su van njegove razumne kontrole i bez njegove krivice ili nemarnosti, pod uslovom da Izvršilac poslova pisanim putem obavesti Naručioca o razlozima i uzrocima takvog kašnjenja u roku od 5 dana od nastupanja takvog slučaja. Naručilac će uzeti u obzir činjenice i produžiti vreme za završetak poslova ako je po njegovoj proceni takav produžetak opravdan. Naručioceva odluka će biti obavezujuća u svim slučajevima.

XIV Merodavno pravo i rešavanje sporova

Na sve one ugovorne odredbe koje nisu pokrivena ovim Uslovima, kada je u pitanju Izvršilac posla iz

<p>Republic of Serbia, shall be covered by provisions of Law on Torts and provisions of other positive legal regulations of the Republic of Serbia. Any dispute arising under these Conditions, which is not disposed of by Agreement between Contractor and Purchaser, shall be decided by the Commercial Court of Požarevac.</p>	<p>Republike Srbije, primenjivaće se odredbe Zakona o obligacionim odnosima kao i odredbe drugih pozitivnih zakonskih propisa Republike Srbije. Svi sporovi koji proizađu iz ovih Uslova, a ne reše ih sporazumno Izvršilac poslova i Naručilac, biće rešavani pred Privrednim sudom u Požarevcu.</p>
<p align="center">Governing Laws/Disputes</p>	<p align="center">Merodavno pravo i rešavanje sporova</p>
<p>Any contractual provision not covered by these Conditions, in case when the Contractor is a foreign legal entity, shall be covered by provisions of Law on Torts and provisions of other positive legal regulations of the Republic of Serbia.</p>	<p>Na sve one ugovorne odredbe koje nisu pokrivene ovim Uslovima, kada je u pitanju Izvršilac posla strano pravno lice, primenjivaće se odredbe Zakona o obligacionim odnosima kao i odredbe drugih pozitivnih zakonskih propisa Republike Srbije.</p>
<p>Arbitrage International Center of Serbian Federal Economic Chamber in Belgrade is agreed upon any dispute arising under these Conditions, which is not solved amicably between Contractor and Purchaser.</p>	<p>Svi sporovi koji proizađu iz ovih Uslova, a ne reše ih sporazumno Izvršilac poslova i Naručilac, biće rešavani pred Spoljnotrgovinskom arbitražom pri Privrednoj komori Srbije u Beogradu.</p>
<p>The Parties hereby agree that in case of arbitration procedure the Code of Arbitrage International Center of Serbian Federal Economic Chamber in Belgrade is to be applied.</p>	<p>Stranke su saglasne da se u arbitražnom postupku primeni Pravilnik Spoljnotrgovinske arbitraže pri Privrednoj komori Srbije u Beogradu.</p>
<p align="center">XV Amendment</p>	<p align="center">XV Prilozi</p>
<p>These General Terms and Conditions, the Order and any Technical Specifications constitute an integral part of the Contract / Purchase Order. There will be 2 (two) signed originals of these General conditions, 1 (one) for each party.</p>	<p>Ovi Opšti uslovi i odredbe, Porudžbina i sve tehničke specifikacije čine sastavni deo ugovora / porudžbenice. Ove Opšte uslove strane potpisuju u 2 (dva) primerka, od kojih je po 1 (jedan) za svaku stranu.</p>

PURCHASER / NARUČILAC

CONTRACTOR / IZVRŠILAC POSLOVA

(Title / Funkcija)
(Name / Ime)

(Title / Funkcija)
(Name / Ime)

Datum / Date: _____

Datum/Date: _____