

<p style="text-align: center;"><b>OPŠTE ODREDBE I USLOVI ZA IZVRŠENJE POSLOVA NA IMOVINI NARUČIOCA HBIS GROUP Serbia Iron &amp; Steel d.o.o. Beograd</b></p> <p style="text-align: center;"><b>I Definicije</b></p> <p>a) Pojam "Naručilac" predstavlja HBIS GROUP Serbia Iron &amp; Steel d.o.o. Beograd.</p> <p>b) Pojam "Izvršilac poslova" predstavlja fizičko ili pravno lice koje zaključuje Ugovor / Porudžbenicu za pružanje usluga / izvršenje poslova Naručiocu.</p> <p>c) Pojam "Dani" predstavlja kalendarske dane.</p> <p>d) Pojam "Poslovi" podrazumeva sve aktivnosti Izvršioca koje se odnose na izvršenje ugovornih obaveza, dužnosti, ispunjenja zahteva i odgovornosti potrebnih za uspešno izvršavanje poslova po zahtevu Naručioca, uključujući i obezbeđivanje celokupnog nadzora, radne snage, materijala, opreme i ostalih potreba, u skladu sa ovde predviđenim odredbama i uslovima.</p> <p style="text-align: center;"><b>II Obaveze Izvršioca poslova</b></p> <p>Izvršilac poslova se obavezuje da će:</p> <p>a) Nabaviti sve potrebne dozvole i odobrenja za izvršenje ugovorenih poslova;</p> <p>b) Obezbediti stručni nadzor nad izvršenjem ugovorenih poslova;</p> <p>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;</p> <p>d) Izvršiti sve poslove blagovremeno i profesionalno i bez nepotrebnog ometanja rada drugih izvršilaca ili poslova Naručioca.</p> <p>e) Za sve svoje zaposlene/podizvršioce koji su angažovani na lokaciji HBIS GROUP Serbia Iron &amp; Steel d.o.o. Beograd, Izvršilac će pre otpočinjanja bilo kakvih radova, <b>Naručiocu dostaviti pisanu izjavu o zdravstvenoj sposobnosti</b> svojih zaposlenih/podizvršioca, za</p>	<p style="text-align: center;"><b>GENERAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF WORKS ON THE PROPERTY OF THE PURCHASER HBIS GROUP Serbia Iron &amp; Steel llc Belgrade</b></p> <p style="text-align: center;"><b>I Definitions</b></p> <p>a) The term "Purchaser" shall mean HBIS GROUP Serbia Iron &amp; Steel llc Belgrade.</p> <p>b) The term "Contractor" shall mean a person or a firm concluding a Contract / Purchase Order for rendering services / performing works for the Purchaser.</p> <p>c) The term "Days" shall mean calendar days.</p> <p>d) The term "Works" shall include all activities of the Contractor related to the execution of the contractual obligations, duties, requirement fulfillments, and responsibilities required for the successful performance of the works per the Purchaser's request, also including the provision of all supervision, labor force, materials, equipment, and other needs, in accordance with the terms and conditions set forth herein.</p> <p style="text-align: center;"><b>II Responsibilities of the Contractor</b></p> <p>The Contractor is obligated to:</p> <p>a) Obtain any necessary licenses and permits for performing the contracted works;</p> <p>b) Provide competent supervision over the performance of contracted works;</p> <p>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;</p> <p>d) Perform all works timely and professionally, and without unnecessarily interfering with other contractors' work or activities of the Purchaser.</p> <p>e) For all of its employees/subcontractors engaged at the location of HBIS GROUP Serbia Iron &amp; Steel llc Belgrade and prior to commencing any works, the Contractor <b>shall deliver to the Purchaser a written statement on the medical capability</b> of</p>
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obavljanje poslova na kojima su angažovani (da posедуju lekarski izveštaj sa sistematskog pregleda za određene poslove, koji nije stariji od godinu dana), **izjavu da imaju odgovarajući Ugovor o radu** ili o angažovanju po drugom osnovu u skladu sa Zakonom o radu, izjavu da za specifične poslove za koje je to neophodno (kao što su poslovi zavarivača, mašinbravara, inženjera za određenu oblast i dr.), njegovi zaposleni imaju odgovarajuće ateste, sertifikate i druge dokaze o stručnoj osposobljenosti, potrebne za posao za koji su angazovani. Izvršilac je takođe u obavezi da poštuje dokument **Standardna Specifikacija Bezbednost ugovaraca S-001** koju dobija od Naručioca pre otpočinjanja radova, kao i da uredno izmiruje sve obaveze propisane zakonom, a u vezi sa radno-pravnim statusom 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 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





employees/subcontractors, to perform the works for which they had been engaged (confirming they possess a medical report from the medical examination for certain jobs, 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, statement that for specific jobs for which it is necessary (such as welders, locksmith, engineers, etc.), his employees have adequate attestations, certificates and other proof on professional qualifications needed for job for which they are engaged. The Contractor is also obliged to obey the document Standard Specification Contractor Safety S-001, which he receives from the Purchaser prior to job commencement, as well as that he 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 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 works 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

- Pamuk	TEX	60	- Cotton	TEX	60		
- Juta	TEX	61	- Utah	TEX	61		
- Bezbojno staklo	GL	70	- Colorless glass	GL	70		
- Zeleno staklo	GL	71	- Green glass	GL	71		
- Smeđe staklo	GL	72	- Brown glass	G	72		
- Papir i karton			- Paper and cardboard				
/raznovrsni metali	S/ *	80	/ miscellaneous metals	S/ *	80		
- Papir i karton / plastika	S/*	81	- Paper and cardboard / plastics	S/*	81		
- Papir i karton / aluminijum	S/*	82	- Paper and cardboard /aluminium	S/*	82		
- Papir i karton / beli lim	S/*	83	- Paper and cardboard / tinplate	S/*	83		
- Papir i karton / plastika			- Paper and cardboard / plastic				
/aluminijum	S/*	84	/ aluminum	S/*	84		
- Papir i karton / plastika			- Paper and cardboard / plastic				
/ aluminijum / beli lim	S/*	85	/ aluminum / tin	S/*	85		
- Plastika / aluminijum	S/*	90	- Plastic / aluminium	S/*	90		
- Plastika / beli lim	S/*	91	- Plastic / tin	S/*	91		
- Plastika / raznovrsni metali	S/*	92	- Plastic / miscellaneous metals	S/*	92		
- Staklo / plastika	S/*	95	- Glass / plastic	S/*	95		
- Staklo / aluminijum	S/*	96	- Glass / aluminium	S/*	96		
- Staklo / beli lim	S/*	97	- Glass / tin	S/*	97		
- Staklo / raznovrsni metali	S/*	98	- Glass / miscellaneous metals	S/*	98		
<b>Napomena:</b>			<b>Note:</b>				
* staviti skraćenicu od preovlađujućeg materijala.			* put the short name of a predominant material.				
<b>2. mogućnost ponovne upotrebe ambalaže ili recikliranja.</b>			<b>2. Possibility of reuse or recycling of the packaging.</b>				
							
Ambalaža koja se može ponovo upotrebiti		Ambalaža koja se može reciklirati		Reuse of the packaging		Recycle of the packaging	
<p>Ukoliko ambalaža nije u skladu sa srpskim standardima, Izvršilac poslova ima obavezu da uz robu koju šalje dostavi tehničku specifikaciju, odnosno tehničku dokumentaciju sa izveštajima o ispitivanju ambalaže u koju je ista upakovana.</p>				<p>If the packaging is not in accordance with the Serbian standards, the Contractor has an obligation to provide, together with the goods, the technical specification i.e. technical documentation with reports on testing of the packaging in which the goods are packaged.</p>			
<p>Ukoliko za vreme vršenja posla Izvršilac posla ima potrebu da zatraži od Naručioca pružanje usluga kao što su: 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 po zvaničnom srednjem kursu NBS na dan fakturisanja.</p>				<p>If, during the performance of the work, the Contractor encounters the need of requesting services from the Purchaser, such as: engaging firemen from Professional Fire Unit (PFU), using devices, equipment and tools with a goal of preventing or putting down initial fire outbreaks, the Purchaser shall provide such services, in accordance with its abilities, and it shall issue to the Contractor an invoice for such service in the amount in accordance with the valid price list of the Purchaser for that type of service. In case of damage on devices, equipment and means of firefighting, the Contractor shall be obligated to compensate the Purchaser for the damage in the amount of the value of the damaged device, equipment and means. The services and any possible damage shall be paid within 30 days as of the day of invoicing according to the official middle exchange rate of the NBS on the day of invoicing.</p>			

<p>Ukoliko Izvršilac posla, u hitnim situacijama kada je neophodna pomoć, ima potrebu da zbrine bolesne i povređene radnike sanitetskim vozilom, Naručilac će u skladu sa svojim mogućnostima pružiti ovu vrstu usluge. Ovu uslugu Naručilac će fakturirati Izvršiocu posla u iznosu u skladu sa važećim cenovnikom Naručioca za tu vrstu usluge. Usluga će biti plaćena u roku od 30 dana od dana fakturiranja po zvaničnom srednjem kursu NBS na dan fakturiranja.</p> <p>Izvršilac je u obavezi da po završetku ugovorenog posla, sa mesta gde je izvodio radove, <b>ukloni van fabričkog kruga Naručioca</b> 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.</p> <p>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.</p> <p>Ukoliko se radi o opasnom otpadu koji treba <b>hitno</b> 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 fakturirati Izvršiocu.</p>	<p>If the Contractor, in urgent situations when help is needed, has the need to take care of the sick and injured workers by an ambulance vehicle, the Purchaser shall provide this type of service in accordance with its abilities. The Purchaser shall invoice this service to the Contractor in the amount which is in accordance with the Purchaser's valid price list for that type of service. The service shall be paid within 30 days as of the day of invoicing according to the official middle exchange rate of the NBS on the day of invoicing.</p> <p>Upon the completion of the contracted work, the Contractor is obligated to <b>remove</b> all waste generated during the performance of the contracted works on the job site <b>from the Purchaser's factory premises</b>, 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.</p> <p>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.</p> <p>If the hazardous waste in question needs to be <b>urgently</b> removed, and the Contractor has not done it, the Purchaser shall, by itself, engage an adequate Operator for the removal of hazardous waste, but the costs of such removal shall be borne by the Contractor. The Purchaser shall invoice the Contractor for the costs of the removal of waste.</p>
<p style="text-align: center;"><b>III Podugovaranje</b></p> <p><b>A.</b> Ukoliko Izvršilac poslova predloži angažovanje Podizvršioca za bilo koji od poslova predviđenih po ovom Ugovoru/Porudžbenici, Naručilac može da proveriti spisak predloženih Podizvršioca i da odbije onog Podizvršioca za koga smatra da nije u mogućnosti ili nije podoban za uspešno obavljanje ugovorenih poslova.</p> <p>Naručilac ima pravo da vrši nadzor nad opremom Podizvršioca koja se angažuje radi izvršenja poslova na lokaciji Naručioca, kao i kontrolu obračuna izvedenih radova od strane Podizvršioca, da bi se na taj način uverio u verodostojnost i osnovanost ukupnih troškova izvedenih radova prikazanih u privremenim situacijama ili konačnom obračunu radova, koje dostavlja Izvršilac.</p>	<p style="text-align: center;"><b>III Subcontracts</b></p> <p><b>A.</b> If the Contractor proposes an engagement of a Subcontractor for any of the works stipulated under this Contract/Purchase Order, the Purchaser can check the list of the proposed Subcontractors and reject the subcontractor which it considers unable or unsuitable to successfully perform the contracted works.</p> <p>The Contractor has the right to perform the supervision of the Subcontractor's equipment engaged for the purpose of the performance of works on the Purchaser's location, as well as the control of the calculation of the performed works by the Subcontractor, in order to be assured in that way of the credibility and justification of the total costs of the performed works shown in temporary situations or in the final calculation of the works, which are submitted by the Contractor.</p>

<p><b>B.</b> U slučaju angažovanja Podizvršioca, Izvršilac poslova odgovara Naručiocu za sve poslove koje su izveli Podizvršiooci, kao i druga lica koja su direktno ili indirektno angažovana od strane Izvršioca poslova, isto kao da je te poslove on sam izveo.</p> <p><b>C.</b> Nadzor koji vrši Naručilac nad radovima koje izvode Podizvršiooci, kao ni bilo koja druga aktivnost preduzeta od strane Naručioca, neće proizvesti nikakvu ugovornu vezu između Naručioca i bilo kog Podizvršioca.</p> <p><b>D.</b> Izvršilac poslova će obešteti i zaštititi Naručioca od svih eventualnih zahteva za nadoknade, odštete ili drugih zahteva upućenih od strane Podizvršioca, uključujući i sve eventualne troškove koje je Naručilac imao po bilo kom takvom zahtevu.</p> <p><b>E.</b> 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.</p>	<p><b>B.</b> In case of an engagement of a Subcontractor, the Contractor has the responsibility towards the Purchaser for all the works performed by the Subcontractors, as well as by other persons who have been directly or indirectly engaged by the Contractor, in the same way as if it had performed those works by itself.</p> <p><b>C.</b> Neither the Purchaser's supervision of the works performed by the Subcontractors nor any other activity taken by the Purchaser shall create any contractual relationship between the Purchaser and any of the Subcontractors.</p> <p><b>D.</b> The Contractor shall indemnify and hold the Purchaser harmless from and against any claims for compensation, damages, or other claims made by the Subcontractor, also including all possible costs the Purchaser had per any such claim.</p> <p><b>E.</b> 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 service. 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.</p>
<p style="text-align: center;"><b>IV Osiguranje</b></p> <p><b>A.</b> 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.</p> <p>Pre početka bilo kakvih poslova Izvršilac poslova je u obavezi da u Polisi osiguranja uključi sve podizvršioce kao koosigurane.</p> <p>Kad je izvršilac posla strano pravno lice u obavezi je da obezbedi i Certifikat osiguranja za svakog podizvršioca.</p> <p>Sva pokrića podizvršioca biće u skladu sa napred navedenim zahtevima</p>	<p style="text-align: center;"><b>IV Insurance</b></p> <p><b>A.</b> The Contractor shall, prior to the beginning of any works hereunder, purchase and maintain throughout the entire term of the contract a broad form liability insurance acceptable to the Purchaser, which as a minimum covers insurance for bodily injuries, death, property damage, employer's liability, cross liability, automobile liability and contractual liability, if necessary, according to the Purchaser's instructions.</p> <p>Prior to the commencement of any works, the Contractor is obligated to include all Subcontractors as co-insured in the Insurance Policy.</p> <p>In case when the Contractor is a foreign legal entity, it shall be obligated to also ensure an Insurance Certificate for each subcontractor.</p> <p>All coverage of the Subcontractors shall be in accordance with the above stated requirements.</p>

<p><b>B.</b> Izvršilac poslova se odriče prava na subrogaciju koju može imati prema Naručiocu, njegovim agentima ili zaposlenima.</p> <p><b>C.</b> 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><b>a)</b> Ime osiguravajuće kompanije, broj polise i datum isticanja,</p> <p><b>b)</b> Pokriće i osigurane sume po limitima osiguranja prihvatljivim za Naručioca.</p> <p><b>c)</b> 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><b>d)</b> Naručioca i njegove filijale navedene u polisi kao dodatne osiguranike sa uključenjem unakrsne odgovornosti prema Izvršiocu poslova i svim njegovim podizvršiocima. Takođe, odricanje od subrogacije biće obezbeđeno u korist svih dodatno osiguranih.</p> <p><b>D.</b> 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><b>B.</b> The Contractor shall provide a waiver of any rights of subrogation that the Contractor may have against the Purchaser, its agents, or its employees.</p> <p><b>C.</b> Before any of the Works defined by the contract is started, the Contractor shall file with the Purchasing Department certificates of insurance containing the following information:</p> <p><b>a)</b> Name of insurance company, policy number and expiration date;</p> <p><b>b)</b> The coverage and sums insured per insurance limits acceptable for the Purchaser.</p> <p><b>c)</b> A statement indicating that the Purchaser shall receive at least thirty days' notice in writing on the cancellation or significant modification of any of the policies which may affect the Purchaser's interest; and</p> <p><b>d)</b> The Purchaser and its affiliates listed in the policy as the additionally insured and Cross Liability provision between the Purchaser, the Contractor and all its subcontractors. In addition, waiver of subrogation shall be provided to the benefit of all the Additionally Insured.</p> <p><b>D.</b> If any of the Works performed under contract includes blasting, excavating, pile driving, or caisson works; moving, shoring, underpinning, razing, or demolition of any structure or removal or rebuilding of any structural support thereof, or any underground works, the Liability Insurance policy shall include coverage for explosion, collapse, and underground hazards.</p>
<p style="text-align: center;"><b>V Rokovi</b></p> <p>Izvršilac poslova se obavezuje da će sve poslove iz predmeta ugovora/porudžbenice izvrši u rokovima usaglašenim sa Naručiocem.</p> <p>Izvršilac poslova se obavezuje da, nakon padanja u docnju za izvršenje obaveza definisanih ugovorom/porudžbenicom, Naručiocu za svaki dan zakašnjenja plaća ugovornu kaznu koja iznosi 0,2 % od ugovorene vrednosti poslova, s tim što ukupan iznos ugovorne kazne ne može preći 5% ukupne vrednosti ugovorenih poslova, osim ukoliko se ugovorne strane ne dogovore drugačije.</p>	<p style="text-align: center;"><b>V Time Limits</b></p> <p>The Contractor obligates itself to perform all the works referred to in the subject of the contract/purchase order within the deadlines coordinated with the Purchaser.</p> <p>The Contractor obligates itself to pay to the Purchaser, after being late with the performance of the obligations defined under the contract/purchase order, the liquidated damages for each day of delay in the amount of 0.2% of the contracted value of the works, provided that the total amount of the liquidated damages cannot exceed 5% of the total value of the contracted works, unless the contracting parties agree differently.</p>

<p>Za obračunati iznos ugovorne kazne, Naručilac će izdati fakturu Izvršiocu poslova.</p>	<p>The Purchaser shall issue an invoice to the Contractor for the calculated amount of the liquidated damages.</p>
<p style="text-align: center;"><b>VI Viša sila</b></p> <p>Naručilac se oslobađa od odgovornosti u određenim slučajevima, koji se dešavaju mimo njegove volje (slučajevi koji ne mogu biti izbegnuti od strane savesnog Naručioća biće tretirani kao slučajevi koji oslobađaju Naručioća od odgovornosti). Viša sila je rezultat spoljnjih i neočekivanih događaja koji nisu postojali u trenutku zaključenja Ugovora, koji se dešavaju protiv volje i moći Naručioća i koje Naručilac nije mogao sprečiti merama i sredstvima koje mogu opravdano biti zatražene u specifičnim situacijama od strane Naručioća. Kao slučajevi 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 i proglašeni od strane ovlašćenih lica kao slučajevi više sile. U slučaju više sile Naručilac je u obavezi da odmah obavesti Izvršioća poslova putem elektronske pošte ili drugim adekvatnim elektronskim putem o nastanku, vrsti i mogućem trajanju više sile. Tokom trajanja više sile, obaveze Naručioća će mirovati i nikakve sankcije neće biti primenjivane usled neizvršenja ugovornih obaveza u okviru ugovorenog roka.</p>	<p style="text-align: center;"><b>VI Force Majeure</b></p> <p>The Purchaser shall be released from responsibility in certain circumstances, which occur regardless of its will (the circumstances which could not be avoided by an observant Purchaser shall be treated as events which release the Purchaser from responsibility). 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 the Purchaser could not prevent by measures and means that could be justifiably requested in the specific circumstances by the Purchaser. The following events, without exception, shall be considered as cases of Force Majeure: war and war actions, general mobilization, acts of terrorism, general strike and strike in companies of the Contracting Parties, epidemics, fires, explosions, traffic accidents and natural disasters, acts of government authorities influencing fulfilling of obligations as well as all other events and circumstances acknowledged and declared by a competent authority as a case of Force Majeure. In a case of Force Majeure the Purchaser shall immediately notify the Seller by email or other adequate electronic means on occurrence, type and possible duration of the Force Majeure. During the Force Majeure, obligations of the Purchaser shall be dormant and no sanctions shall be applied due to non-performance of the contractual obligations within the agreed term.</p>
<p style="text-align: center;"><b>VII Obeštećenje i bezbednosna odgovornost</b></p> <p>Izvršilac poslova će obešteti, zaštititi i osloboditi odgovornosti Naručioća 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.</p> <p>U slučaju povrede bilo koje obaveze u pogledu bezbednosne odgovornosti predviđene Ugovorom, koja je učinjena od strane Izvršioća posla i za koju je odgovoran Izvršilac, uključujući, a ne ograničavajući se na incidente Izvršioća (sa ili bez povrede svojih zaposlenih, zaposlenih Naručioća i svih drugih lica)</p>	<p style="text-align: center;"><b>VII Indemnification and Safety Responsibility</b></p> <p>The Contractor shall indemnify, defend, and hold harmless the 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 actions caused or contributed to by the Contractor or anyone acting under its direction or control or on its behalf in the course of its performance of the Works.</p> <p>In case of violation of any safety obligation stipulated by the Contract, performed by the Contractor and for which the Contractor is responsible, including without limitations the incidents performed by the Contractor (with or without injury of its employees, the Purchaser's</p>

<p>dok je na posedu Naručioca, Izvršilac je dužan da u svakom takvom slučaju Naručiocu plati kaznu u iznosu od po 500 Evra ili 1% od vrednosti porudžbenice (koja god vrednost je veća), u dinarskoj protivvrednosti za EUR po srednjem kursu NBS na dan zaduženja, u roku od 8 dana od dana zaduženja.</p> <p>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 ličnih zaštitnih sredstava (LZS), neovlašćena upotreba opreme i imovine Naručioca, i dr.)</p> <p>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.</p> <p style="text-align: center;"><b>VIII Porezi</b></p> <p>U skladu sa zakonskom regulativom svake zemlje, primenjivaće se oporezivanje svake transakcije.</p> <p>Porez po odbitku na prihode nerezidentnog lica ići će na teret nerezidentnog lica koje te prihode ostvaruje.</p> <p>Izvršilac poslova će, takođe, biti odgovoran za sve poreze po osnovu prihoda i zapošljavanja – pripadajuće poreze ili obustave zahtevane zakonom.</p> <p>Izvršioći 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>employees and all other persons`) while on the Purchaser's property, the Contractor shall be obligated to pay to the Purchaser, a 500 Euro fine or 1% of the value of the purchase order (whichever amount is higher), for each such instance, in RSD equivalent value for EUR, based on the middle exchange rate of the National Bank of Serbia on the debt creation day, within 8 days as of the day of debt creating.</p> <p>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 works, thereby violating the proscribed rules, measures, procedures and other regulations determined by the Purchaser. (For example: damage to 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 personal protective equipment (PPE), the unauthorized use of the Purchaser's equipment and property, etc.)</p> <p>In case of damage being made due to the mentioned violation and/or incident, the Contractor shall be obligated, aside from the stated amount, to fully compensate the Purchaser for all the caused damage, all in accordance with the terms of the Contract.</p> <p style="text-align: center;"><b>VIII Taxes</b></p> <p>In compliance with the legislation of each country, the taxation of each transaction shall be applied.</p> <p>A non-resident's income withholding tax shall be at the expense of the non-resident who is realizing those incomes.</p> <p>The Contractor shall also be responsible for all the taxes based on income and employment – the related taxes or deductions required by law.</p> <p>Contractors from the Republic of Serbia, requiring an advance payment, are legally obligated to submit the proper documents to the Purchaser in a timely manner so that the advance payment would be in accordance with Law on VAT of the Republic of Serbia.</p>
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<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>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 style="text-align: center;"><b>IX Saglasnost sa zakonom</b></p>	<p style="text-align: center;"><b>IX Compliance with Law</b></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>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 all losses, claims, liability damage, and expenses arising from the Contractor's non-compliance with those laws and regulations.</p>
<p style="text-align: center;"><b>X Izmene</b></p>	<p style="text-align: center;"><b>X Changes</b></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>The Purchaser may order changes of the technical drawings and specifications within the general scope of works defined in the Purchase Order, only in written form. If the change involves an increase or decrease of the price or time required for the performance of works, the Contractor shall notify the Purchaser about it in writing and an equitable adjustment in costs or dynamics of work performance will be negotiated separately. As a condition to any increase of the price of Works, the Contractor shall submit in writing the adequately documented costs regarding any authorized change for review, evaluation, and approval by the Purchaser.</p>
<p style="text-align: center;"><b>XI Materijali i izrada</b></p>	<p style="text-align: center;"><b>XI Materials and Workmanship</b></p>
<p>Ukoliko nije drugačije dogovoreno, svi materijali korišćeni u poslu biće novi i dogovorenog kvaliteta. Izvršilac poslova je u obavezi da za isporučenu i ugrađenu opremu i delove dostavi Naručiocu odgovarajuće ateste i sertifikate o kvalitetu istih. Posao treba da bude izveden kvalitetno i profesionalno. Materijali i rad podležće kontroli od strane Naručioca koji će od Izvršioca poslova zahtevati da sve nedostatke ukloni 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>Unless otherwise agreed, all the materials incorporated in the work shall be new and of the agreed quality. The Contractor is obligated to submit to the Purchaser the adequate attestations and certificates regarding the quality of the delivered and installed equipment and parts. The work should be performed in a good quality and professional manner. Both materials and the work shall be subject to the inspection of the Purchaser who shall require from the Contractor to correct all the defects without additional costs to the Purchaser. Not performing the inspection, or performing the works in a manner different from what has been requested in the specification, shall not relieve the Contractor from the obligation to correct such work at its own expense.</p>
<p style="text-align: center;"><b>XII Plaćanje Izvršiocu poslova</b></p>	<p style="text-align: center;"><b>XII Payments to Contractor</b></p>
<p>Nakon završetka svih poslova i prihvatanja istih od strane Naručioca, a što se potvrđuje potpisivanjem</p>	<p>Upon the completion of all works and their acceptance by the Purchaser, which is confirmed</p>

<p>Zapisnika o primopredaji izvršenih poslova, Izvršilac posla će izdati konačnu fakturu za izvršeni posao.</p>	<p>by the signing of the Protocol on the Handover of the Performed Works, the Contractor shall issue the final invoice for the performed work.</p>
<p style="text-align: center;"><b>XIII Garancije</b></p> <p><b>A.</b> Garancije proizvođača za opremu kupljenu i ugrađenu od strane Izvršioca poslova, Izvršilac poslova će da prenese na Naručioca pre konačne isplate.</p> <p><b>B.</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. Svu eventualnu štetu izazvanu takvim nedostacima ili prouzrokovanu otklanjanjem takvih nedostataka, Izvršilac poslova će nadoknaditi o svom trošku i bez ikakvih izdataka za Naručioca. Ispravljeni radovi ili zamenjeni materijal, imaće iste garancije kao prvobitni radovi, odnosno ugrađeni materijal.</p>	<p style="text-align: center;"><b>XIII Warranties</b></p> <p><b>A.</b> The manufacturer's warranties on equipment purchased and installed by the Contractor shall be transferred by the Contractor to the Purchaser prior to the final payment.</p> <p><b>B.</b> In addition to any specific warranties which may be required by the Technical Specification, the Contractor guarantees all the works to be performed and all the materials to be delivered under the Contract against defects for a period of one year from the date of acceptance, or the date of the completion of works and the commencement of usage by the Purchaser. The Contractor shall, within a reasonable deadline, after the written notice, repair or replace all the defects of the installed material or the performed work which occur within the stated warranty period. The Contractor shall compensate, at its own expense and without any costs for the Purchaser, for all possible damage caused by such defects, or resulting from the repair of such defects. The corrected works or replaced material shall carry the same warranties as the original works, i.e., the installed material.</p>
<p style="text-align: center;"><b>XIV Raskid</b></p> <p><b>A.</b> Ako Izvršilac poslova ne izvršava poslove stručno i kvalitetno, prema važećim tehničkim propisima i standardima, i to kako u pogledu načina izvođenja, tako i u pogledu materijala koji se upotrebljava za gradnju, ili ih ne izvrši u određenom roku, Naručilac može pisanim obaveštenjem da:</p> <ol style="list-style-type: none"> <li>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</li> <li>2. Da otkáže ugovor Izvršiocu poslova i da za izvršenje započelih poslova angažuje druge izvršioce poslova, u kom slučaju će Izvršilac poslova koji je započeo radove biti u obavezi</li> </ol>	<p style="text-align: center;"><b>XIV Termination</b></p> <p><b>A.</b> If the Contractor does not perform the works in a professional and good-quality manner, according to the valid technical regulations and standards, both with regard to the performance manner and with regard to the material used for construction, or fails to complete them within the time specified, the Purchaser may, by written notice:</p> <ol style="list-style-type: none"> <li>1. Authorize the Contractor to continue the works to completion including usage of overtime; in which event, the Contractor shall be liable for any actual damages sustained by the Purchaser resulting from a delay, or</li> <li>2. Terminate the Contractor's contract and to engage other contractors for the performance of the started works, in which event the Contractor who started the works</li> </ol>

<p>da Naručiocu nadoknadi sve ovim slučajem nastale troškove.</p> <p><b>B.</b> Naručilac može raskinuti ugovor bez odgovornosti, zbog svojih potreba, dostavljanjem pisanog obaveštenja sa otkaznim rokom od 30 dana.</p> <p><b>C.</b> 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. Naručiocева odluka će biti obavezujuća u svim slučajevima.</p>	<p>shall be obligated to compensate the Purchaser for all the costs resulting from such case.</p> <p><b>B.</b> The Purchaser may terminate the Contract without liability, for its own convenience, by delivering a written notice with the cancellation period of 30 days.</p> <p><b>C.</b> The Contractor's right to proceed with works shall not be terminated nor shall the Contractor be charged with the compensation for the damage referred to in Item A.2 in case of any delays in completion of the works due to the causes beyond its reasonable control and without its fault or negligence; provided that the Contractor shall notify the Purchaser in writing within five days from the beginning of such delay of the causes and facts related thereto. The Purchaser shall consider the facts, and extend the time for the completion of works if in its judgment the facts justify such an extension. The decision of the Purchaser shall be binding in all cases.</p>
<p style="text-align: center;"><b>XV Merodavno pravo i rešavanje sporova</b></p> <p>Na sve one ugovorne odredbe koje nisu pokrivena ovim Uslovima, kada je u pitanju Izvršilac posla iz Republike Srbije, primenjivaće se odredbe Zakona o obligacionim odnosima kao i odredbe drugih pozitivnih zakonskih propisa Republike Srbije.</p> <p>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 style="text-align: center;"><b>Merodavno pravo i rešavanje sporova</b></p> <p>Na sve one ugovorne odredbe koje nisu pokrivena 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>Svi sporovi koji proizađu iz ovih Uslova, a ne reše ih sporazumno Izvršilac poslova i Naručilac, biće rešavani pred Stalnom arbitražom pri Privrednoj komori Srbije u Beogradu.</p>	<p style="text-align: center;"><b>XV Governing Laws/Disputes</b></p> <p>The provisions of the Law of Contracts and Torts as well as the provisions of other positive legal regulations of the Republic of Serbia shall be applied to all the contractual provisions not covered by these Conditions in case when the Contractor is from the Republic of Serbia.</p> <p>All the disputes arising from these Conditions, which are not resolved by the Contractor and the Purchaser in a mutual agreement, shall be resolved before the Commercial Court in Požarevac.</p> <p style="text-align: center;"><b>Governing Laws/Disputes</b></p> <p>The provisions of the Law of Contracts and Torts and the provisions of other positive legal regulations of the Republic of Serbia shall be applied to all the contractual provisions not covered by these Conditions, in case when the Contractor is a foreign legal entity.</p> <p>All the disputes arising from these Conditions, which are not resolved by the Contractor and the Purchaser in a mutual agreement, shall be resolved before the Permanent Arbitration at the Chamber of Commerce and Industry of Serbia in Belgrade.</p>

<p>Stranke su saglasne da se u arbitražnom postupku primeni Pravilnik Stalne arbitraže pri Privrednoj komori Srbije u Beogradu.</p>	<p>The Parties hereby agree that in case of an arbitration procedure the Rules of the Permanent Arbitration at the Chamber of Commerce and Industry of Serbia in Belgrade shall be applied.</p>
<p style="text-align: center;"><b>XVI Prilozi</b></p>	<p style="text-align: center;"><b>XVI Attachments</b></p>
<p>Ovi Opšti uslovi i odredbe, Porudžbenica i sve tehničke specifikacije čine sastavni deo ugovora / porudžbenice.</p>	<p>These General Terms and Conditions, the Purchase Order and all Technical Specifications constitute an integral part of a contract / purchase order.</p>

**HBIS GROUP Serbia Iron & Steel d.o.o. Beograd**  
**Direktor / the Director**

\_\_\_\_\_  
**Sihai Song**