

<p style="text-align: center;">OPŠTI USLOVI NABAVKE ČELIČNOG OTPADA</p>	<p style="text-align: center;">GENERAL CONDITIONS OF PROCUREMENT OF STEEL SCRAP</p>
<p>Ovi Opšti uslovi nabavke čeličnog otpada (u daljem tekstu: Otpad) za HBIS GROUP Serbia Iron & Steel d.o.o. Beograd, sačinjavaju prilog Ugovoru i Porudžbenici, čineći tako sastavni deo navedenih dokumenata.</p>	<p>These General Conditions of Procurement of Steel Scrap (hereinafter referred to as "Scrap") for HBIS GROUP Serbia Iron & Steel llc Belgrade constitute an attachment to the Contract and Purchase Order, thereby forming an integral part of the stated documents.</p>
<p>Potpisivanje Ugovora i Porudžbenice, podrazumeva potpuno i bezrezervno prihvatanje navedenih Opštih uslova od strane Isporučioca.</p>	<p>The signing of the Contract and Purchase Order shall represent a complete and unreserved acceptance of the stated General Conditions by the Supplier.</p>
<p>Opšti uslovi isporuke čeličnog otpada Isporučioca, neće važiti osim ukoliko ih HBIS GROUP Serbia Iron & Steel d.o.o. Beograd (u daljem tekstu:Kupac) pismeno ne odobri. Nikakvi drugi posebni uslovi neće imati prevagu nad ovim Opštim uslovima osim ukoliko ih Kupac pismeno ne odobri.</p>	<p>General Conditions of steel scrap delivery of the Supplier shall not be considered valid if not approved in writing by HBIS GROUP Serbia Iron & Steel llc Belgrade (hereinafter referred to as: the Buyer). No other special conditions shall prevail over these General Conditions unless they are approved by the Buyer in writing.</p>
<p>1. Kupac zadržava pravo da odbije bilo koju ponudu Isporučioca iz razloga neslaganja sa utvrđenim specifikacijama, ili zbog kršenja bilo koje odredbe iz ovih Opštih uslova.</p>	<p>1. The Buyer reserves the right to reject any offer of the Supplier due to the reason of a discrepancy with the established specifications, or due to a violation of any provision from these General Conditions.</p>
<p>2. Isporučilac ne može odstupati od specifikacije bez prethodno dobijenog odobrenja od Kupca u pisanoj formi. Ukoliko otpad nije u skladu sa specifikacijom, Kupac ima pravo da otkaže postojeću porudžbinu.</p>	<p>2. The Supplier may not deviate from the Specification without a previously received written approval from the Buyer. If the scrap is not in accordance with the specification, the Buyer has the right to cancel the existing order.</p>
<p>3. Sva pitanja vezana za specifikaciju otpada, kao i za materijal koji nije u skladu sa specifikacijom za otpad, procena kvaliteta otpada dopremljenog vagonima/kamionima ili moguća provera otpada na skladištu Isporučioca, rešavaće se sa Prijemnom službom za čelični otpad i Sektorom za čelični otpad i sekundarne sirovine Kupca.</p>	<p>3. All questions related to the scrap specification, as well as to the material which is not in accordance with the scrap specification, the assessment of quality of the scrap delivered by railcars/trucks or a possible check of scrap at the Suppliers warehouse, shall be resolved with the Buyer's Receipt Group for Steel Scrap and the Department for Steel Scrap and Secondary Raw Materials.</p>
<p>4. Isporuka celokupne ugovorene količine mora biti izvršena u roku koji je određen u Porudžbenici. Ukoliko iz bilo kog razloga</p>	<p>4. Delivery of the total contracted quantity has to be performed within the deadline set in the Purchase Order. If delivery is late out of</p>

<p>isporuka kasni, Isporučilac može da traži produženje roka u pisanoj formi. U zavisnosti od okolnosti, Kupac može, ali i ne mora da odobri produženje roka.</p>	<p>any reason, the Supplier may request in writing an extension of the deadline. Depending on the circumstances, the Buyer may, but does not have to, approve the extension of the deadline.</p>
<p>5. Porudžbine će se smatrati kompletnim nakon isporuke minimum 98% od poručene količine. Isporučilac ima obavezu da isporuči ugovorenu količinu sa tolerancijom od – 2% do +10%.</p>	<p>5. Orders shall be considered complete upon the delivery of a minimum of 98% of the ordered quantity. The Supplier is obligated to deliver the contracted quantity with a tolerance from -2% to +10%.</p>
<p>6. Ukoliko Isporučilac ne isporučuje otpad u roku koji je definisan u Porudžbenici, Kupac zadržava pravo da poništi porudžbinu, i da otpad nabavi od drugog Isporučioca otpada.</p>	<p>6. If the Supplier fails to deliver scrap within the deadline defined in the Purchase Order, the Buyer reserves the right to cancel the order and to procure scrap from another Supplier of scrap.</p>
<p>7. Kontrolu kvaliteta isporučenog otpada vršiće Kontrolor za prijem otpada Kupca.</p>	<p>7. Quality control of the delivered scrap shall be performed by the Buyer's Controller for Scrap Receipt.</p>
<p>8. Ukoliko je isporuka čeličnog otpada kamionima, ista će se vršiti po planu koji određuje Kupac, a ukoliko je isporuka vagonima, Isporučilac mora da obavesti Kupca odmah nakon odjave vagona/otpreme.</p>	<p>8. If the delivery of steel scrap is by trucks, it shall be performed according to the plan determined by the Buyer, and if the delivery is by railcars, the Supplier has to inform the Buyer immediately upon the checkout of the railcars/shipping.</p>
<p>- Informaciju o isporuci, Isporučilac mora da pošalje u zvaničnoj pisanoj formi tj mejlom.</p>	<p>- The Supplier has to send the information about the delivery in the official written form, i.e. by e-mail.</p>
<p>- Za isporuku otpada vagonima, informaciju poslati na mail adrese odgovornim licima u Sektoru za čelični otpad i sekundarne sirovine i Sektoru Logistike, sa podacima o broju vagona, tip otpada, količinu i mesto utovara.</p>	<p>- For the delivery of scrap by railcars, information needs to be sent to the e-mail addresses to the responsible persons in the Steel Scrap and Secondary Raw Materials Department and the Logistics Department, with the data on the number of railcars, type of scrap, quantity, and the place of loading.</p>
<p>9. Sve troškove dangubnine zbog zadržavanja vagona snosiće Isporučilac ukoliko je do zadržavanja došlo iz sledećih razloga:</p>	<p>9. The Supplier shall bear all the demurrage costs due to a holdup of railcars if the holdup occurred due to the following reasons:</p>
<ul style="list-style-type: none"> - Ukoliko otpad ne ispunjava kriterijume date u specifikaciji - Netačna ili nekompletna otpremna dokumentacija - Nedostaje najava o otpremi. 	<ul style="list-style-type: none"> - If the scrap does not meet the criteria given in the specification - Incorrect or incomplete shipping documentation - Missing notification on shipping.

<p>10. Merenje otpada vršiće se u krugu fabrike Kupca čija će se vaga smatrati merodavnom i na osnovu tako utvrđenih zvaničnih količina, vršiće se plaćanje dopremljenog otpada.</p>	<p>10. The weighing of the scrap shall be performed in the factory of the Buyer whose measuring scales shall be considered valid, and on the basis of the official quantities determined in that manner, the payment for the delivered scrap shall be performed.</p>
<p>PRIJEM ČELIČNOG OTPADA</p>	<p>STEEL SCRAP RECEIPT</p>
<p>Neprihvatljiv je prijem bilo koje vrste čeličnog otpada koji Kupac nabavlja, ukoliko se u njemu nalaze:</p>	<p>The receipt of any kind of steel scrap which is being procured by the Buyer, is not acceptable, if it contains:</p>
<p>1. Zatvoreni ili zapečaćeni sudovi Ukoliko se u vagonu pronađe makar jedan zatvoreni sud, Kupac može odbiti prijem celog vagona. Svaki komad otpada koji sadrži gas ili tečnost pod pritiskom predstavlja opasnost od eksplozije i tretira se kao zatvoreni sud. Takođe, zatvoreni sudovi su i komadi otpada koji u sebi sadrže cevi zatvorene sa obe strane, hidraulične cilindre, plinske boce, protivpožarne aparate i dr. Sve predmete takve vrste treba iseći na pola po dužini.</p> <p>2. Hemijske supstance, električni i elektronski otpad ili bilo koja vrsta otpada koji je klasifikovan kao opasan.</p> <p>3. Vojna artiljerijska oprema, kao ni vojni otpad, ne ograničavajući se samo na granate, čaure, projekte, radioaktivni materijal koji potiče iz vojne opreme i dr.</p> <p>4. Radioaktivni materijal.</p> <p>5. Mesing, bakar, aluminijum, olovo i ostali obojeni metali i druge legure.</p> <p>6. Prljavština, masti i ulja - ni u malim količinama.</p> <p>7. Drvo, beton, guma, vatrostalni materijali, troska, kovarina i brusni materijal i druge slične materije.</p> <p>Sav metalni otpad mora biti pripremljen, tako da omogućava efikasno rukovanje otpadom pomoću magneta i kompaktno ulaganje u konvertor.</p>	<p>1. Sealed or closed containers If at least one closed container is found in a railcar, the Buyer may reject the receipt of the entire railcar. Each scrap item containing gas or liquid under pressure represents a risk of explosion and is treated as a closed container. Furthermore, closed containers are also the scrap items which contain pipes closed at both sides, hydraulic cylinders, gas cylinders, fire extinguishers, etc. All such items should be cut in half lengthwise.</p> <p>2. Chemical substances, electrical and electronic waste, or any kind of waste classified as hazardous.</p> <p>3. Military artillery equipment, or any military waste, not being limited only to shells, casings, projectiles, radioactive material originating from military equipment, etc.</p> <p>4. Radioactive material.</p> <p>5. Brass, copper, aluminum, lead, and other non-ferrous metals, and other alloys.</p> <p>6. Dirt, grease and oil - not even in small quantities.</p> <p>7. Wood, concrete, rubber, refractory materials, slag, scale and grindings, and other similar substances.</p> <p>All metal scrap has to be prepared so that it enables efficient handling with scrap by magnets and a compact charging into the converter.</p>

<p>Prilikom isporuke čeličnog otpada kamionima, istovar vrši Isporučilac, bez dodatne pomoći od strane Kupca.</p> <p>Ukoliko kontrolor otpada prilikom istovara uoči bilo koji nedostatak koji je naveden u tačkama od 1-7, Kupac ima pravo da odbije celu isporuku i da vrati otpad Isporučiocu o trošku Isporučioca.</p> <p>Ukoliko se Isporuka otpada vrši kamionima – procena sadržaja nemetalnih delova će biti izvršena od strane kontrolora za otpad prilikom istovara.</p> <p>Ukoliko se isporuka otpada vrši vagonima - procena nemetalnih delova će biti izvršena od strane kontrolora za otpad prilikom istovara otpada, a nemetalni delovi koji ostanu na dnu vagona biće izmereni.</p>	<p>During the delivery of steel scrap by trucks, the unloading is performed by the Supplier, without any additional help by the Buyer.</p> <p>If during unloading the controller for scrap notices any defect which has been stated in points 1-7, the Buyer shall be entitled to reject the entire shipment and to return the scrap back to the Supplier at the Supplier`s expense.</p> <p>If the delivery of scrap is performed by trucks – the assessment of content of non-metallic parts shall be performed by the controller for scrap receipt during unloading.</p> <p>If the delivery of scrap is performed by railcars – the assessment of non-metallic parts shall be performed by the controller for scrap during unloading of scrap, and the non-metallic parts which remain at the bottom of the railcar shall be weighed.</p>
<p>KAZNE NE ODREDBE</p>	<p>PENALTY PROVISIONS</p>
<p>Isporučilac će biti u obavezi da plati novčanu kaznu u sledećim situacijama:</p> <ul style="list-style-type: none"> - Ukoliko se u dopremljenom otpadu pronađe zatvoreni sud, kazna će iznositi 500 Eur/kom. - Za ukupno izmerenu i/ili procenjenu količinu neprihvatljivog materijala u isporuci otpada, (po Porudžbenici) utvrđenih na kraju meseca, a koji Kupac nije mogao da vrati, kazna će se utvrđivati tako što će se jedinična cena po toni isporučenog čeličnog otpada za određenu klasu pomnožiti sa količinom ukupno isporučenog neprihvatljivog materijala u toku meseca. Navedena kazna neće se primenjivati u slučaju da u dopremljenom otpadu ne bude više od 1.55% neprihvatljivog materijala, na mesečnom nivou. -Za svaku neisporučenu količinu otpada ispod dozvoljenih 98% od celokupne poručene količine, bez saglasnosti kupca – kazna će iznositi 10 Eur/t. 	<p>The Supplier shall be obligated to pay the pecuniary penalty in the following situations:</p> <ul style="list-style-type: none"> - If a closed container is found within the delivered scrap, the penalty shall amount to 500 EUR/piece. - For the total measured and/or estimated quantity of unacceptable material in the delivery of scrap (according to the Purchase Order), determined at the end of the month, which the Buyer could not return, the penalty shall be determined by multiplying the unit price per ton of the delivered steel scrap for a certain class by the quantity of the total delivered unacceptable material during the month. The stated penalty shall not be applied in case there is not more than 1.55% of unacceptable material in the delivered scrap, on a monthly level. - For each undelivered quantity of scrap, below the permitted 98% of the total ordered quantity, without the Buyer`s consent, the penalty shall amount to 10 EUR/ton.

<p>- Vozilo sa dopremljenim čeličnim otpadom od strane Isporučioca, Kupac može vratiti u sledećim slučajevima:</p> <p>a) ukoliko je u vozilu dopremljen čelični otpad neodgovarajućeg kvaliteta,</p> <p>b) ukoliko se utvrdi da količine čeličnog otpada koje se nalaze u vozilu i nakon preklasifikacije od strane kontrolora za prijem otpada, a shodno kupčevom Radnom uputstvu - kriterijumi za prijem čeličnog otpada, prelaze ukupno poručene količine navedene u porudžbenici (sa dozvoljenom tolerancijom).</p> <p>Obračunate iznose kazni na mesečnom nivou, Kupac će fakturisati Isporučiocu, a Isporučilac će utvrđeni iznos uplatiti na račun Kupca u roku od 8 dana od dana fakturisanja.</p>	<p>- A vehicle with the steel scrap delivered by the Supplier may be returned by the Buyer in the following cases:</p> <p>a) If steel scrap of inadequate quality has been delivered in the vehicle,</p> <p>b) if it is identified that the quantities of steel scrap which are in the vehicle exceed the total ordered quantities specified in the purchase order (with the allowed tolerance) even upon the reclassification by the Controller for Scrap Receipt, pursuant to the Buyer's Work Instruction - Criteria for the receipt of steel scrap.</p> <p>The Buyer shall invoice to the Supplier the amounts of the calculated penalties on a monthly level, and the Supplier shall pay the established amount into the Buyer's account within 8 days as of the day of invoicing.</p>
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HBIS GROUP Serbia Iron & Steel d.o.o. Beograd

Direktor / the Director

Sihai Song