



<b>HBIS GROUP Serbia Iron &amp; Steel d.o.o. Beograd</b>  <b>USLOVI NABAVKE</b>	<b>HBIS GROUP Serbia Iron &amp; Steel IIC Belgrade</b>  <b>PROCUREMENT CONDITIONS</b>																																																
<p><b>Prihvatanje:</b> Ugovor se smatra zaključenim po prijemu potvrde porudžbenice od strane Prodavca i njegovom saglasnošću sa ovim uslovima nabavke.</p> <p>Plaćanje roba neće se smatrati istovremeno i prihvatom istih od strane Kupca. Roba će se smatrati prihvaćenom isključivo posle izvršenog pregleda i verifikacije kvantiteta i kvaliteta isporučenih roba i po kompletiranju prateće dokumentacije od strane Kupca. Ukoliko isporuka robe i usluga ne zadovoljava potreban kvalitet, kvantitet, nema svu prateću dokumentaciju ili bilo koje druge ugovorene zahteve, može biti odbijena od strane Kupca bez daljih pregovora.</p> <p>Ugovorne strane će primenjivati dole navedena dokumenta po sledećem pravilu prvenstva:</p> <ol style="list-style-type: none"> <li>1. Ugovor/ Porudžbenica</li> <li>2. Uslovi nabavke</li> <li>3. INCOTERMS 2010</li> <li>4. Zakoni Republike Srbije</li> <li>5. Ostali važeći propisi koji se primenjuju u konkretnim slučajevima nabavke robe</li> </ol> <p>Ukoliko je količina robe u Ugovoru/ Porudžbenici data okvirno (cca) u tom slučaju dozvoljeno je odstupanje najviše do 5% iznad ili ispod ugovorene količine.</p> <p>Ukoliko je količina robe u Ugovoru/Porudžbenici tačno precizirana, dozvoljeno odstupanje je najviše do 2% iznad ili ispod ugovorene količine, izuzev ako se količina utvrđuje po broju komada ili je odstupanje protivno prirodi posla.</p> <p>Prodavac ima obavezu da ambalažu u kojoj je smeštena roba, koja je predmet ugovora, bude propisno obeležena, u skladu sa međunarodnim oznakama, koje označavaju:</p> <ol style="list-style-type: none"> <li>1. vrstu materijala od kojeg je ambalaža napravljena, kao na primer: <table border="0" data-bbox="196 1717 808 1936"> <tr><td>- Polietilen tereftalat</td><td>PET</td><td>1</td></tr> <tr><td>- Polietilen velike gustine</td><td>HDPE</td><td>2</td></tr> <tr><td>- Polivinil hlorid</td><td>PVC</td><td>3</td></tr> <tr><td>- Polietilen male gustine</td><td>LDPE</td><td>4</td></tr> <tr><td>- Polipropilen</td><td>PP</td><td>5</td></tr> <tr><td>- Polistiren</td><td>PS</td><td>6</td></tr> <tr><td>- Valovita lepenka (karton)</td><td>PAP</td><td>20</td></tr> <tr><td>- Ravna lepenka (karton)</td><td>PAP</td><td>21</td></tr> </table> </li> </ol>	- 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	<p><b>Acceptance:</b> A contract is considered concluded upon the receipt of the Seller's confirmation of the purchase order and by its consent to these procurement conditions.</p> <p>Payment of goods shall not be automatically considered as the acceptance of the goods by the Buyer. The goods shall be deemed accepted only after the performed inspection and verification of the quantity and quality of the delivered goods and after the accompanying documentation has been completed by the Buyer. Should the delivery of the goods and services does not meet the needed quality, quantity, does not have all the accompanying documentation or any other contracted requirements, it can be rejected by the Buyer without any further negotiations.</p> <p>The Contracting Parties shall apply the documents enlisted below by the following order of precedence:</p> <ol style="list-style-type: none"> <li>1. Contract/Purchase Order</li> <li>2. Procurement conditions</li> <li>3. INCOTERMS 2010</li> <li>4. the laws of the Republic of Serbia.</li> <li>5. Other valid regulations applied in specific cases of procurement of goods</li> </ol> <p>If the quantity of the goods in the Contract/ Purchase Order is approximately given (ca.), in that case, the allowed discrepancy shall be at most up to 5% above or below the contracted quantity.</p> <p>If the quantity of the goods in the Contract/Purchase Order is precisely specified, the allowed discrepancy shall be at most up to 2% above or below the contracted quantity, unless the quantity is determined according to the number of pieces or if the discrepancy is contrary to the nature of the work.</p> <p>The Seller has an obligation for the packaging, in which the goods subject to the contract are wrapped, to be properly labeled according to international markings which state:</p> <ol style="list-style-type: none"> <li>1. Type of material of which the packaging has been made, as for example: <table border="0" data-bbox="815 1717 1421 1936"> <tr><td>- Polyethylene tereftalat</td><td>PET</td><td>1</td></tr> <tr><td>- Polyethylene high density</td><td>HDPE</td><td>2</td></tr> <tr><td>- PVC</td><td>PVC</td><td>3</td></tr> <tr><td>- Low-density polyethylene</td><td>LDPE</td><td>4</td></tr> <tr><td>- Polypropylene</td><td>PP</td><td>5</td></tr> <tr><td>- Polystyrene</td><td>PS</td><td>6</td></tr> <tr><td>- Wavy cardboard</td><td>PAP</td><td>20</td></tr> <tr><td>- Flat cardboard</td><td>PAP</td><td>21</td></tr> </table> </li> </ol>	- 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
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- Papir	PAP	22	- Paper	PAP	22
- Čelik	FE	40	- Steel	FE	40
- Alumunijum	ALU	41	- Aluminium	ALU	41
- Drvo	FOR	50	- Tree	FOR	50
- Pluta	FOR	51	- 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 / tinfoil	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 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			Reuse of the packaging		
		Ambalaža koja se može reciklirati			Recycle of the packaging
<p>Ukoliko ambalaža nije u skladu sa ugovorenim standardima, Prodavac 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 contracted standards, the Seller is obligated to submit, together with the goods it sends, the technical specification, that is, technical documentation with reports on the testing of the packaging into which the goods are packaged.</p>		
<p>Prodavac je dužan da nakon isporuke robe Kupcu, preuzme ambalažu i ambalažni otpad koji pri tom nastane, kao i proizvode koji nakon upotrebe postaju opasan otpad, a u skladu sa važećim Zakonom o ambalaži i ambalažnom otpadu, Zakonom o upravljanju otpadom, kao i drugim aktima koji regulišu ovu oblast.</p>			<p>The Seller is obligated, upon the delivery of the goods to the Buyer, to take over the packaging and the packaging waste generated on that occasion, as well as the products which become hazardous waste after the usage, in accordance with the valid Law on Packaging and Packaging Waste, the Law on Waste Management, as well as with other enactments regulating this area.</p>		
<p>Fabrički upakovana roba mora imati upisano neto, tara i bruto težina u dokumentaciji koja stiže uz materijal, odnosno da roba koja se doprema na dodatnoj ambalaži (gredice, nosaci, palete) sadrži podatke o težini ambalaže, radi utvrđivanja neto težine primljene robe.</p>			<p>The factory-packaged goods must have a marked level of net, tar and gross weight in the documentation that arrives with the material, i.e., the goods which are delivered using additional packaging (bars, barriers and pallets) must contain data on the weight of the packaging for the purpose of determining the net weight of the received goods.</p>		

Ukoliko Prodavac ima potrebu da zatraži od Kupca 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, Kupac će u skladu sa svojim mogućnostima obezbediti tu vrstu usluge i istu fakturirati Prodavcu u iznosu u skladu sa važećim cenovnikom Kupca za tu vrstu usluga. U slučaju nastanka štete na uređajima, opremi i sredstvima za gašenje požara, Prodavac je dužan da je nadoknadi Kupcu u visini vrednosti oštećenog uređaja, opreme i sredstava. Usluge i eventualna šteta će biti plaćene u roku od 30 dana od dana fakturiranja po zvaničnom srednjem kursu NBS na dan fakturiranja.

Ukoliko Prodavac, u hitnim situacijama kada je neophodna pomoć, ima potrebu da zbrine bolesne i povređene radnike sanitetskim vozilom, Kupac će u skladu sa svojim mogućnostima pružiti ovu vrstu usluge. Ovu uslugu Kupac će fakturirati Prodavcu u iznosu u skladu sa važećim cenovnikom Kupca za tu vrstu usluge. Usluga će biti plaćena u roku od 30 dana od dana fakturiranja po zvaničnom srednjem kursu NBS na dan fakturiranja.

**Kvalitet:** Ukoliko je Prodavac za Kupca isporučilac ključnih roba, Prodavčev sistem kvaliteta će biti saglasan zahtevima Standarda ISO 9001. Kupac zadržava pravo da ispita Prodavčeva postrojenja i procese kako bi se potvrdila saglasnost sa Standardom.

**Promene:** Kupac će imati pravo da izvrši izmene u porudžbenici u bilo koje vreme, a Prodavac se saglašava da prihvati takve izmene.

Prodavac se obavezuje da o bilo kojoj komercijalnoj promeni obavesti Kupca u roku od 30 (trideset) dana pre dana nastanka promene, uz obostrano odobrenje Ugovornih strana o stupanju iste na snagu.

U slučaju otkaza porudžbenice od strane Kupca, gde je Prodavac pre učinjenog otkaza imao razumne troškove, koji se mogu dokazati, a u vezi sa ispunjenjem iste, Prodavac će imati pravo na nadoknadu navedenih troškova, umanjениh za vrednost koju bi Prodavac ostvario ili se nadoknadio bilo prodajom robe ili na neki drugi način koji bi umanjio štetu koju trpi Prodavac. Napred navedeno se ima smatrati jedinom obavezom Kupca, a u slučaju navedenog otkaza. Prodavac će učiniti sve razumne napore da minimizira troškove.

U slučaju otkaza porudžbenice od strane Prodavca, Prodavac je u obavezi da Kupcu naknadi svu štetu nastalu takvim slučajem.

If the Seller encounters the need to request the rendering of services from the Buyer, such as: engaging firemen from Professional Fire Unit (PFU), use of devices, equipment and means with the goal of preventing or putting down initial fire outbreaks, the Buyer shall provide such service, in accordance with its abilities, and it shall issue to the Seller an invoice for such service in the amount which is in accordance with the Buyer's valid price list for that type of service. In case of occurrence of damage to devices, equipment and fire extinguishing means, the Seller shall be obligated to compensate the Buyer for 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.

If the Seller, in urgent situations when help is needed, has the need to take care of the sick and injured workers by an ambulance vehicle, the Buyer shall provide this type of service in accordance with its abilities. The Buyer shall invoice this service to the Seller in the amount which is in accordance with the Buyer'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.

**Quality:** If the Seller is a supplier of a Key Commodity for the Buyer, the Seller's quality system shall conform to the requirements of the ISO 9001 Standard. The Buyer reserves the right to audit the Seller's facilities and processes to ensure such conformity with the Standard.

**Changes:** The Buyer shall have the right to make changes in the purchase order at any time and the Seller agrees to accept such changes.

The Seller undertakes to inform the Buyer on any commercial change within 30 (thirty) days prior to the occurrence of change, along with mutual agreement of contractual parties that the change has become effective.

In case of a cancellation of a purchase order by the Buyer, where the Seller, prior to the cancellation, has had reasonable verifiable costs in anticipation of fulfilling the purchase order, the Seller shall be entitled to a reimbursement of the stated costs reduced by the value or amount recoverable by selling the goods, or some other way that would decrease the damage sustained by the Seller. The foregoing shall constitute the Buyer's sole liability in the event of a mentioned cancellation. The Seller shall make all the reasonable efforts to minimize costs.

In case of order cancellation by the Seller, it shall be obligated to reimburse the Buyer for all damages that occurred in such case.

**Garancija:** Prodavac garantuje da će isporučena roba u potpunosti odgovarati ovim uslovima kupovine i da će biti dobre izrade i kvaliteta, bez nedostataka i pogodna za svrhe za koje je namenjena. Prodavac će proširiti na Kupca sve garancije koje dobije od svog isporučioaca. Prodavčeva garancija će se odnositi i na Kupčeve korisnike. Prodavac garantuje da će svi radovi biti izvođeni brzo, bez bilo kakvih zastoja, u skladu sa najvišim industrijskim standardima i garantuje kvalitet za period od dvanaest (12) meseci. U suprotnom, Prodavac se obavezuje da izvrši popravku, zamenu ili ponovo izvede ugovorene radove, bez dodatnih troškova za Kupca, u kom slučaju će se garantni rok računati na sledeći način:

1. U slučaju manje opravke, garantni rok se produžava onoliko koliko je Kupac bio lišen upotrebe stvari.
2. Kad je zbog neispravnog funkcionisanja izvršena zamena stvari ili njena bitna opravka, garantni rok počinje da teče ponovo od zamene, odnosno od vraćanja opravljene stvari.
3. Ako je zamenjen ili bitno opravljen samo neki deo stvari, garantni rok počinje da teče ponovo samo za taj deo.

U navedenim slučajevima, garantni rok se računa od trenutka ponovnog / nespornog prijema, ukoliko nije drugačije ugovoreno.

**Roba sa greškom:** Ukoliko bilo koja vrsta robe ne odgovara zahtevima Kupca, Prodavac će uredno ispraviti takve nedostatke ili zameniti robu o svom trošku, nakon pismenog obaveštenja dobijenog od strane Kupca o takvom nedostatku ili oštećenju na robi. Ukoliko Prodavac ne otkloni nedostatke ili ne zameni oštećenu robu u roku od pet (5) radnih dana od datuma dostavljanja pismenog obaveštenja, Kupac može otkazati ugovor Prodavcu, u odnosu na svu takvu neispravnu robu putem pismenog obaveštenja. U skladu sa svojim pravima koje ima po Ugovoru i merodavnom zakonu, Kupac takođe može, po svom izboru, pismenim putem, otkazati preostalu količinu robe po ugovoru i nabaviti zamensku robu, delimično ili u celosti, od drugog isporučioaca, i naplatiti Prodavcu nastale troškove izazvane ovim slučajem. Nakon obaveštavanja Prodavca o oštećenju ili nedostatku na robi, takva roba će biti držana kod Kupca na Prodavčev rizik, sve dok se ne otkloni nedostatak na robi ili dok se ista ne vrati Prodavcu. Kupac takođe može vratiti ovakvu robu na Prodavčev rizik, uz pravo na nadoknadu svih transportnih troškova u oba pravca (iz i prema mestu odakle je roba prvobitno dopremljena) od strane Prodavca. Bilo kakvo plaćanje izvršeno od strane Kupca za ovakvu robu, biće nadoknađeno od strane Prodavca, osim ukoliko Prodavac odmah ne ispravi nedostatke ili zameni oštećenu robu o svom trošku.

**Warranty:** The Seller warrants that the goods furnished hereunder shall fully conform to this purchase conditions and shall be of good workmanship and of good quality, without defects and fit for the purposes for which it is intended. The Seller shall extend any warranties it receives from its supplier to the Buyer. The Seller's warranty shall also refer to the Buyer's customers. The Seller warrants that all works shall be performed with promptness, without any delays, in accordance with the highest industry standards and warrants the quality for a period of twelve (12) months. Otherwise, the Seller undertakes to repair, replace or re-perform the contracted works, without any additional costs to the Buyer, in which case the warranty shall be calculated as follows:

1. In case of a smaller repair, the warranty shall be extended for how much the Buyer was not able to use the goods.
2. If due to a defect replacement or its significant repair was done, the warranty shall be renewed from the moment of replacement or the return of the fixed goods.
3. If a part was replaced or significantly repaired, the warranty just for the subject part will be renewed.

In the mentioned cases, the warranty period is calculated from the moment of repeated / undisputable receipt, unless differently agreed upon.

**Defective Goods:** If any type of the goods fails to comply with the Buyer's requests, the Seller shall duly correct such defects or replace such goods at its own expense, after a notice in writing of such defect or damage to the goods received by the Buyer. If the Seller fails to debug such defects or replace the defective goods within five (5) days from the date of the delivery of such notice in writing, the Buyer may cancel a contract to the Seller with relation to all such defective goods by giving notice in writing. In accordance with its rights under the contract and under the applicable law, the Buyer also may, at its option, in writing, cancel the remaining quantity of the goods under the contract, and procure substitute goods, partially or wholly, from another supplier, and charge the Seller for the incurred expenses caused by this case. After notifying the Seller on a damage or defect of the goods, all such goods shall be held with the Buyer at the Seller's risk until the defect is remedied or such goods is returned to the Seller. The Buyer may also return such goods at the Seller's risk, along with the right of compensation of all transportation costs in both directions, (to and from the original destination of conveyance), paid by the Seller. Any payment made by the Buyer for such goods shall be refunded by the Seller, unless the Seller immediately remedies the defects or replaces the damaged goods at its own expense.



<p><b>Zaštita Kupca:</b> Prodavac će osloboditi od odgovornosti Kupca po bilo kom pravnom osnovu, po osnovu tužbe za naknadu štete koja je nastala na imovini ili usled povreda ili smrti bilo kojih lica, koje se odnose na kupca ili njegovu imovinu, utvrđene da je nastala usled grube nepažnje ili propusta - nečinjenja Prodavca a u vezi sa njegovim obavezama po ovom ugovoru. Kupac ima pravo na nadoknadu bilo kog gubitka ili štete koju je pretrpeo krivicom Prodavca.</p> <p>Ukoliko porudžbina uključuje izvođenje radova koji će biti izvedeni na imovini Kupca ili pružanje druge vrste usluga u HBIS GROUP Serbia Iron &amp; Steel d.o.o. Beograd, Prodavac je saglasan da obešteti Kupca za sve gubitke ili štete nastale usled izvođenja ovakvih radova/usluge, da poštuje najviše standarde zaštite, da obezbedi odgovarajuće osiguranje u skladu sa zahtevima osiguranja Kupca i da obezbedi dokaze ovakvog osiguranja na Kupčev zahtev.</p> <p>Prodavac će zaštititi Kupca od bilo kakvih tužbenih zahteva ili parnica i obešteti Kupca za sve štete i troškove nastale usled povrede ili postojanja tužbe zbog povrede bilo kog patenta iz procesa proizvodnje i/ili prodaje ovakvog proizvoda ili materijala koji su predmet ove kupovine ili su u vezi sa upotrebom istih od strane Kupca.</p> <p>Prodavac garantuje da će Roba biti isporučena bez ikakvog punovažnog prava neke treće strane u smislu osporavanja prava svojine.</p> <p>Prodavac će zaštititi i nadoknaditi štetu Kupcu u slučaju oštećenja, troškova i materijalne odgovornosti nastalih kao posledica tvrdnje neke treće strane da ovakvo osporavanje postoji.</p> <p>Prodavac se obavezuje da, nakon padanja u docnju za izvršenje obaveze određene porudžbenicom, Kupcu za svaki dan zakašnjenja plaća ugovornu kaznu, koja iznosi 0,2 % od ugovorene vrednosti porudžbenice. Ukupan iznos ugovorne kazne ne može preći 5% ugovorene vrednosti, osim ukoliko se ugovorom ne utvrdi drugačija visina ugovorne kazne.</p> <p>Za obračunati iznos ugovorne kazne Kupac će izdati fakturu Prodavcu.</p> <p>Ukoliko je <b>rok isporuke bitan element ugovora</b>, to mora biti nedvosmisleno naglašeno u ugovoru/porudžbenici.</p> <p>Ukoliko Prodavac isti ne ispoštuje, a Kupac nije odobrio dodatni rok isporuke, Ugovor se ima smatrati raskinutim po sili zakona.</p> <p>U tom slučaju, Kupac ima pravo da predmetnu robu</p>	<p><b>The Buyer's Protection:</b> The Seller shall release the Buyer from responsibility at any legal basis, claims for damage to property, or due to injuries or death of any persons which may be asserted against the Buyer or its property by reason of or related to any negligent acts or omissions of the Seller, and in connection with its obligations hereunder. The Buyer is entitled to a compensation of any loss or damage it has suffered due to the Seller's fault.</p> <p>If an order includes works to be performed on the Buyer's property or the rendering of other kind of service in HBIS GROUP Serbia Iron &amp; Steel llc Belgrade, the Seller agrees to indemnify the Buyer from all losses or damage occurred due to such works/service performance, to observe the highest safety standards, to provide adequate insurance according to the insurance requirements of the Buyer and to provide evidences of such insurance at the Buyer's request.</p> <p>The Seller shall defend the Buyer against any complaint requests or legal actions, and indemnify the Buyer against any damages and expenses caused by any infringement or claimed infringement of any patent in the manufacture and/or sale of the articles or materials covered by this purchase or connected with the use thereof by the Buyer.</p> <p>The Seller warrants that the goods shall be delivered without any valid right of a third party in terms of disputing the proprietary right.</p> <p>The Seller shall protect and compensate the damage to the Buyer in case of damaging, expenses and financial responsibility caused by assertion of a third party that such contestation exists.</p> <p>Upon the commencement of delay in fulfillment of obligations stipulated by a purchase order, the Seller is obligated to pay to the Buyer, for each day of delay, the liquidated damages in the amount of 0.2% of the contracted value of the purchase order. The total amount of liquidated damages cannot exceed 5% of the contracted value, unless a different amount of liquidated damages is determined under a contract.</p> <p>The Buyer shall issue an invoice to the Seller for the calculated amount of the liquidated damages.</p> <p>If the <b>delivery deadline is an important element of a contract</b>, it has to be unambiguously emphasized in the contract/purchase order.</p> <p>If the Seller fails to meet the said deadline, and the Buyer has not approved an additional delivery deadline, the Contract shall be considered terminated by force of law.</p> <p>In that case, the Buyer shall be entitled to procure</p>
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nabavi od drugog dobavljača u najkraćem mogućem roku, a razliku između cene definisane Ugovorom / Porudžbenicom i cene po kojoj je robu nabavio od drugog dobavljača naplati od Prodavca kao i ostale troškove nastale u tom slučaju.

Ukoliko porudžbina uključuje i izvođenje radova/usluge na posedu i/ili imovini Kupca, a u slučaju povrede bilo koje obaveze u pogledu bezbednosne odgovornosti predviđene Ugovorom, koja je učinjena od strane Prodavca i za koju je odgovoran Prodavac, uključujući, a ne ograničavajući se na incidente Prodavca (sa ili bez povrede svojih zaposlenih, zaposlenih Kupca i svih drugih lica) dok je na posedu Kupca, Prodavac je dužan da u svakom takvom slučaju Kupcu plati kaznu u iznosu od 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. Plaćanje incidenta od strane Prodavca ne isključuje mogućnost i pravo Kupca na raskid ugovora zbog povrede odredaba koje definišu bezbednosnu odgovornost Prodavca.

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

U slučaju nastanka štete pričinjene pomenutom povredom i/ili incidentom, Prodavac se obavezuje da pored navedenog iznosa Kupcu u celosti nadoknadi pričinjenu štetu.

**Provera i usaglašavanje podataka:** Kupac i Prodavac će po potrebi vršiti proveru i računovodstveno usaglašavanje podataka u skladu sa važećim zakonskim propisima.

U slučaju nesaglasnosti podataka u vezi sa realizacijom konkretnog Ugovora, ugovorne strane su u obavezi da jedna drugoj omoguće uvid u dokumentaciju radi provere spornih podataka i njihovog usaglašavanja.

Posebno će se vršiti provera svih izveštaja, evidencija i zapisa vezanih za izmene i dopune Ugovora, troškove reprezentacije, zabave, poklone i/ili posao,

the subject goods from another supplier within the shortest possible time period and to collect from the Seller the difference between the price defined by the Contract/Purchase order and the price according to which it has procured the goods from another supplier, as well as other expenses occurred in that case.

If the purchase order includes the performance of works/services on the Buyer's property and/or facilities, and in case of violation of any safety obligations stipulated pursuant to the Contract, performed by the Seller and for which the Seller is liable, hereby including without limits the incidents of the Seller (with or without injury of its employees, the Buyer's employees and all other persons) while on the Purchaser's property, the Seller shall be obligated to pay to the Buyer, for each such case, a 500 Euro fine or 1% of the value of the purchase order (whichever amount is higher), in RSD equivalent value for EUR according to the middle exchange rate of the NBS on the debt creation day, within 8 days as of the day of debt creating. The Seller's payment for the incident does not exclude the Buyer's possibility and right to terminate the contract due to the violation of the provisions which define the Seller's safety responsibility.

The term incident (with or without injury) shall mean any unconscientious behavior of the Seller while and/or in regards to performing the mentioned services, thereby violating the proscribed rules, measures, procedures and other regulations determined by the Buyer (For example: damage to the Buyer's property, failure to abide by the proscribed rules regarding vehicle movement on the Buyer's premises, failure to report workplace injuries of its employees, entering the premises while under the influence of alcohol, fighting and causing disturbances on the Buyer's premises, failure to wear the proscribed PPE, unauthorized use of equipment and property of the Buyer, etc.)

In case of a damage made due to the mentioned violation and/or incident, the Seller shall be obligated, aside from the stated amount, to fully compensate all the damage to the Buyer-

**Data inspection and harmonization:** when necessary, the Buyer and the Seller shall perform the inspection and accounting harmonization of data in accordance with valid legal regulations.

In case of data discrepancy related to the implementation of a particular contract, the contracting parties shall be obligated to grant access to documentation to each other, in order to check the disputable data and to perform their harmonization.

Inspection of all reports, records and files related to the amendments and supplements to the Contract, representation costs, entertainment, gifts and/or

finansijske ili druge transakcije između Prodavca i/ili njegovih saradnika i Kupčevih radnika, kao i druge dopuštene troškove Prodavca predviđene Ugovorom.

#### Raskid ugovora/Porudžbenice:

Ugovor/Porudžbenica se mogu raskinuti:

- pismenim sporazumom ugovornih strana sa otkaznim rokom od 30 dana, osim ako se ugovorne strane ne saglase o kraćem periodu,
- jednostrano u slučaju da druga strana učini povredu bilo koje odredbe ugovora/porudžbenice u kom slučaju raskid ugovora/porudžbenice stupa na snagu danom prijema obaveštenja o raskidu,
- jednostrano, na inicijativu bilo koje strane bez navođenja razloga za raskid Ugovora uz poštovanje otkaznog roka od 30 dana,
- obe ugovorne strane mogu da raskinu ugovor/porudžbenicu u slučaju da po zaključenju ugovora/porudžbenice nastupe promenjene okolnosti ili okolnosti koje otežavaju ispunjenje obaveze jedne strane, ili ako se zbog njih ne može ostvariti svrha ugovora/porudžbenice, a koje se nisu mogle predvideti u trenutku potpisivanja ugovora/porudžbenice u kom slučaju raskid stupa na snagu danom prijema obaveštenja o raskidu.

Svaka ugovorna strana je dužna da izmiri sve svoje obaveze nastale do dana raskida ugovora/porudžbenice.

**Merodavno pravo (sporovi):** Na sve one ugovorne odredbe koje nisu pokrivene ovim Uslovima nabavke, primenjivaće se odredbe Zakona o obligacionim odnosima kao i odredbe drugih pozitivnih zakonskih propisa Republike Srbije. Sporovi koji ne mogu biti rešeni na osnovu dogovora, biće rešeni pred Privrednim sudom u Požarevcu (primeniti ovaj stav u slučaju kada je Prodavac iz Republike Srbije).

**Merodavno pravo (sporovi):** Na sve one ugovorne odredbe koje nisu pokrivene ovim Uslovima nabavke, primenjivaće se odredbe Zakona o obligacionim odnosima kao i odredbe drugih pozitivnih zakonskih propisa Republike Srbije. Sve eventualne sporove koji bi mogli nastati iz ovog Ugovora, Ugovorne strane će pokušati da reše sporazumno, u suprotnom, za rešavanje sporova ugovara se nadležnost Stalne arbitraže pri Privrednoj komori Srbije u Beogradu.

Stranke ovim dogovaraju da se u slučaju arbitražnog postupka primeni Pravilnik Stalne arbitraže pri

business, financial or other transactions between the Seller and/or its associates and the Buyer's employees, as well as other allowed expenses of the Seller stipulated by a Contract shall be performed separately.

#### Contract/Purchase Order Termination:

A Contract/Purchase Order can be terminated:

- By written agreement of the contracting parties, with a 30 day termination notice, unless the contracting parties agree on a shorter period,
- Unilaterally, in case the other party commits a violation of any of the provisions of a contract/purchase order, in which case the termination shall become effective as of the day of the receipt of the termination notice;
- Unilaterally, pursuant to the initiative from any party without stating the termination cause, while honoring the termination notice period of 30 days,
- Both contracting parties are entitled to terminate a contract/purchase order in case altered or aggravating circumstances occur upon the conclusion of the contract/purchase order, making it difficult for a party to fulfill its obligations, or if they are of such nature that the purpose of the contract/purchase order cannot be achieved, which could not have been foreseen at the moment of the signing of the contract/purchase order, in which case the termination becomes effective as of the moment of the receipt of the termination notice.

Each contracting party is obligated to settle all of its obligations which occurred up to the moment of the contract's/purchase order's termination.

**Governing Law (Disputes):** Any contractual provisions not covered by these Procurement Conditions shall be covered by provisions of Law of Torts and provisions of other positive legal regulations of the Republic of Serbia. Any disputes that cannot be amicably resolved shall be settled before the Commercial Court of Požarevac (this paragraph should be applied when the Seller is from the Republic of Serbia).

**Governing Law (Disputes):** 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 Procurement Conditions. The Contracting Parties shall try to settle amicably all possible disputes arising from the present Contract; otherwise, the competence of the Permanent Arbitration at the Chamber of Commerce and Industry of Serbia in Belgrade shall be agreed upon. The Parties hereby agree that in case of an arbitration procedure the Rules of the Permanent

<p>Privrednoj komori Srbije u Beogradu (primeniti ovaj stav u slučaju kada je Prodavac strano pravno lice).</p> <p><b>Fakturisanje:</b> Prodavac će fakturisati isporučenu robu najkasnije u roku od 15 dana od dana isporuke i njenog prihvatanja, osim u slučaju kada je ovaj rok definisan zaključenjem posebnog ugovora o kupoprodaji robe. Fakture će biti naslovljene na HBIS GROUP Serbia Iron &amp; Steel d.o.o. Beograd, Radinac, 11300 Smederevo, Republika Srbija, kancelarija A-3. Plaćanje uredno prihvaćene robe biće u skladu sa definisanim rokom iz porudžbenice.</p> <p>Prodavac će pri otpremi robe poslati sva otpremna dokumenta, uključujući obavezno sledeće:</p> <ul style="list-style-type: none"> <li>- pet (5) primeraka originalnih, potpisanih i pečatiranih faktura za carinjenje robe,</li> <li>- original tovarnog lista (CMR, CIM, B/L, AWB),</li> <li>- originalan sertifikat o kvalitetu,</li> <li>- original Packing listu,</li> <li>- avizo o otpremi robe.</li> </ul> <p>Faktura Prodavca mora da bude u skladu sa zahtevima INCOTERMS 2010.</p> <p><b>Carinski postupak za HBIS GROUP Serbia Iron &amp; Steel d.o.o. Beograd, vrši:</b></p> <ul style="list-style-type: none"> <li>• <b>u Smederevu:</b> HBIS GROUP Serbia Iron &amp; Steel d.o.o. Beograd, Služba Špedicije, kontakt Vladan Gergulov + 381 26 46 22 520 i +381 26 46 23 007;</li> <li>• <b>u Šapcu:</b> Milšped-Beograd, kontakt Slavko Nedić, +381 15 381 375.</li> </ul> <p>Prodavci iz Republike Srbije koji zahtevaju avansno plaćanje su u zakonskoj obavezi dostavljanja odgovarajuće dokumentacije Kupcu na vreme, kako bi avansno plaćanje bilo u skladu sa Zakonom o PDV-u Republike Srbije.</p> <p><b>Ustupanje:</b> Ugovorne strane su saglasne da se prenos pojedinih prava i obaveza, kao i prenos celog Ugovora/porudžbenice o kupoprodaji robe i pružanju usluga, uključujući i ustupanje potraživanja po osnovu tog Ugovora/porudžbenice, mogu izvršiti na treća lica <b>samo</b> uz prethodnu saglasnost druge ugovorne strane.</p> <p>Pristanak na ustupanje Ugovora/porudžbenice, kao i ustupanje pojedinih prava i obaveza, uključujući i ustupanje potraživanja je punovažno samo ako je dato u zakonom propisanoj formi - pismena</p>	<p>Arbitration at the Chamber of Commerce and Industry of Serbia in Belgrade shall be applied (this paragraph should be applied when the Seller is a foreign legal entity).</p> <p><b>Invoicing:</b> The Seller shall invoice for the delivered goods within 15 days from the date of the delivery and its acceptance at the latest, except in case when this deadline is defined by a conclusion of a separate contract on the sale and purchase of goods. The invoice shall be addressed to HBIS GROUP Serbia Iron &amp; Steel llc Belgrade, Radinac, 11300 Smederevo, the Republic of Serbia, Office A-3. Payment of the duly accepted goods shall be in accordance with the defined deadline from the purchase order.</p> <p>The Seller shall, while shipping, send all shipping documents, mandatorily including the following:</p> <ul style="list-style-type: none"> <li>- five (5) original, signed and stamped invoices for the customs clearance of goods,</li> <li>- the original of a Shipping document (CMR, CIM, B/L, AWB),</li> <li>- the original Certificate of Quality,</li> <li>- the original Packing list,</li> <li>- the Shipment advice.</li> </ul> <p>The Seller's invoice must be in accordance with the requirements of INCOTERMS 2010.</p> <p><b>The customs procedure for HBIS GROUP Serbia Iron &amp; Steel llc Belgrade is performed by:</b></p> <ul style="list-style-type: none"> <li>• <b>in Smederevo:</b> HBIS GROUP Serbia Iron &amp; Steel llc Belgrade, The Forwarding Group, contact Vladan Gergulov + 381 26 46 22 520 and +381 26 46 23 007;</li> <li>• <b>in Šabac:</b> Milšped-Belgrade, contact Slavko Nedić, +381 15 381 375.</li> </ul> <p>The Sellers from the Republic of Serbia requiring an advance payment are legally obligated to deliver proper documents to the Buyer in a timely manner so that the advance payment would be in compliance with the Law on Value Added Tax of the Republic of Serbia.</p> <p><b>Assignment:</b> The Contracting Parties have agreed that certain rights and obligations, as well as the entire Contract/Purchase Order on the purchase and sale of goods and on rendering services, including the receivables under that Contract/Purchase Order, can be assigned to a third party <b>only if</b> the approval of the other contracting party is previously provided.</p> <p>Approval for the assignment of the Contract/Purchase Order, as well as of the assignment of certain rights and obligations, including the assignment of receivables, is valid only</p>
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<p>saglasnost druge ugovorne strane.</p> <p><b>Opasni materijali:</b> Prodavac garantuje da ništa od roba koje je prodao po ovom ugovoru ne sadrži azbest. U slučaju da roba sadrži bilo koju drugu supstancu koja se smatra opasnom na osnovu srpskog zakona, Prodavac garantuje da će takvu robu, njeno pakovanje i transport uskladiti sa svim važećim zakonima i pravnim normama koje se odnose na zaštitu zdravlja i životne sredine. Prodavac je dužan da obavesti Kupca o sadržaju opasnih materija – supstanci, pre njihove otpreme. Tehnički list sa podacima o bezbednosti materijala (MSDS) biće dostavljen ukoliko je potrebno.</p> <p><b>Viša sila:</b> Kupac se oslobađa od odgovornosti u određenim slučajevima, koji se dešavaju nezavisno od volje Kupca (slučajevi koji ne mogu biti izbegnuti od strane savesnog Kupca, biće tretirani kao slučajevi koji oslobađaju Kupca od obaveza kupovine) a takvi slučajevi se smatraju Višom silom. Viša sila je rezultat spoljnjih i neočekivanih događaja koji nisu postojali u trenutku zaključenja Ugovora, koji se dešavaju protiv volje i moći Kupca i koje Kupac nije mogao sprečiti merama i sredstvima koje mogu opravdano biti zatražene u specifičnim situacijama od strane Kupca. 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 ili proglašeni od strane ovlašćenih lica kao slučajevi Više sile. U slučaju Više sile Kupac je u obavezi da u razumnom roku obavesti Prodavca putem elektronske pošte ili drugim adekvatnim elektronskim putem o nastanku, vrsti i mogućem trajanju Više sile. Tokom trajanja Više sile, obaveze Kupca miruju i nikakve sankcije neće biti primenjivane usled neizvršenja ugovornih obaveza u okviru ugovorenog roka.</p> <p><b>Primena:</b> Ovi Uslovi nabavke stupaju na snagu danom donošenja i isti su kroz delovodni protokol Kupca zavedeni pod brojem ____ od _____ godine.</p>	<p>if it is provided in the form established by law – a written consent of the other contracting party.</p> <p><b>Hazardous Materials:</b> the Seller warrants that none of the goods sold hereunder contain asbestos. In the event that the goods contain any other substances considered hazardous under Serbian law, the Seller warrants that such goods, their packing and transportation shall comply with all the valid laws and legal standards related to health and environmental protection. The Seller is obligated to notify the Buyer of the content of hazardous materials-substances prior to their shipping. A Technical sheet with the data on materials` safety (MSDS) shall be provided if needed.</p> <p><b>Force Majeure:</b> the Buyer shall be released from responsibility in certain circumstances, which occur independently of the Buyer`s will (the circumstances which could not be avoided by any observant Buyer, shall be considered as events that release the Buyer from its purchase obligations) and such circumstances shall be considered as Force Majeure event. A Force Majeure event is the result of external and extraordinary events not existing at the time of the conclusion of the present Contract, occurring against the will and power of the Buyer and which the Buyer could not prevent by the measures and means that could be justifiably requested in the specific circumstances by the Buyer. 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, fire, explosions, traffic accidents and natural disasters, acts of government authorities influencing the fulfilling of obligations as well as all other events and circumstances acknowledged and declared by a competent authority as cases of Force Majeure. In case of Force Majeure, the Buyer shall, within a reasonable deadline, notify the Seller by email or other adequate electronic means on the occurrence, type and possible duration of the Force Majeure. During the Force Majeure, obligations of the Buyer shall be dormant and no sanctions shall be applied due to non-performance of the contracted obligations within the agreed term.</p> <p><b>Application:</b> These Procurement Conditions shall come into force on the day of its passing and shall be entered into the Registration Protocol of the Buyer, under number _____, dated _____.</p>
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**HBIS GROUP Serbia Iron & Steel d.o.o. Beograd**  
Direktor / Director

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Sihai Song