



HBIS SERBIA

GENERAL DELIVERY TERMS AND CONDITIONS

SR / EN

**OPŠTI ROKOVI I
USLOVI ISPORUKE**

za HBIS GROUP Serbia Iron & Steel d.o.o. Beograd

Uvodne Odredbe

Član 1.

1.1. Navedeni Opšti rokovi i uslovi isporuke HBIS GROUP Serbia Iron & Steel d.o.o. Beograd (u daljem tekstu: "Opšti uslovi") sačinjavaju prilog Okvirnom ugovoru, Ugovoru, Narudžbenici, Potvrdi narudžbenice ili Ponudi. Kupčeva narudžbenica podrazumeva Kupčevo potpuno i bezrezervno prihvatanje navedenih Opštih uslova. Kupčevi rokovi i uslovi isporuke neće važiti osim ukoliko ih Prodavac napismeno ne odobri. Za Kupčevu narudžbenicu neophodna je Prodavčeva potvrda. Nikakvi drugi posebni uslovi neće imati prevagu nad Opštim uslovima osim ukoliko ih Prodavac pismeno ne odobri.

1.2. Ukoliko Prodavac prihvati Narudžbenicu Kupca – Prodavac će sačiniti Ugovor i isti dostaviti Kupcu na potpisivanje. Kupac je u obavezi da potpiše Ugovor i da jedan primerak potpisanog Ugovora vrati Prodavcu. Ponuda, prihvatanje ponude i razmena korespondencija među stranama ni na koji način ne proizvode bilo kakvo pravno dejstvo, već predstavljaju samo fazu u pregovorima do konačnog potpisivanja ugovora. Ovim se izričito ugovara pisana forma ugovora. Formalnim potpisivanjem Ugovora ugovorne strane se obavezuju na ispunjenje obaveza preuzetih Ugovorom i tako potpisan Ugovor jedino proizvodi pravno dejstvo među ugovornim stranama.

1.3. Ugovorne strane će biti vezane dole navedenim dokumentima po pravilu prvenstva:

1.3.1. Ugovor,

1.3.2. Opšti uslovi,

1.3.3. Preporuke za rukovanje Robom tokom transporta, skladištenja i pregleda, ukoliko se one nalaze u prilogu Ugovora,

1.3.4. Incoterms® 2010,

1.3.5. Konvencija UN o ugovorima o međunarodnoj prodaji robe, donetoj u Beču 1980 god, kao i Konvencija UN o periodu ograničenja za međunarodnu prodaju robe, donetoj u NY 1974 god, tu uključujući Dodatni protokol iz 1980 god (u daljem takstu CISG)

1.3.6. Zakoni Republike Srbije.

Preovlađujuće dejstvo imaju odredbe onog dokumenta koji po pravilu prvenstva iz ovog člana prethodi sledećem dokumentu.

1.4. Sastavni deo Opštih uslova predstavljaće sledeća dva dokumenta:

- Uputstava za prijem robe HR & CR Srbija,
- Uputstava za prijem robe Beli Limovi Srbija

koji će služiti kao uputstva kako za Kupce tako i za ostale koji upravljaju proizvodima HBIS GROUP Serbia Iron & Steel d.o.o. Beograd nakon njihovog izlaska iz valjaonica.

Plaćanje i Uslovi Isporuke

Član 2.

2.1. Kupac je u obavezi da za svaku Narudžbenicu navede važeći poreski identifikacioni broj za zemlju u kojoj se roba isporučuje (PIB). Kupac je u obavezi da odmah obavesti Prodavca, u pismenoj formi o bilo kojoj promeni ili ukidanju PIB-a. Kupac je u obavezi da na zahtev Prodavca dostavi dokumentaciju vezanu za transport Robe od Prodavca do Kupca (na primer transportna dokumenta u kojima se nalazi

**GENERAL DELIVERY TERMS
AND CONDITIONS**

Of HBIS GROUP Serbia Iron & Steel d.o.o. Beograd

Introductory provisions

Article 1.

1.1. These General Delivery Terms and Conditions of HBIS GROUP Serbia Iron & Steel d.o.o. Beograd (hereinafter referred to as "GDTC") constitute an attachment to the Frame Contract, Contract, Order, Order Confirmation or Bid. Buyer's submission of an Order implies Buyer's complete consent with these GDTC without any reservation. The Buyer's delivery terms and conditions shall not apply unless specifically accepted by the Seller in writing. The Buyer's Order requires confirmation by the Seller. No other special terms prevail over the GDTC, unless otherwise approved of by the Seller in writing.

1.2. If the Seller accepts Buyer's Order, then the Seller issues the Contract and submits it to the Buyer for the purpose of signing. The Buyer must sign the Contract and return one signed original counterpart of the Contract to the Seller. The offer, acceptance of the offer and exchanging correspondence between the parties shall have no legal effects; instead they represent a phase in negotiations up to the moment of final signing of the Contract. The written form of the Contract is hereby expressly agreed upon. By formally signing the Contract, the Contracting Parties are obliged to fulfill the contractual obligations, thus making a signed Contract the only legal instrument that produces a legal effect between the Contracting Parties.

1.3. The Parties shall be bound by the documents below in the following order of precedence:

1.3.1. Contract,

1.3.2. GDTC,

1.3.3. Recommendations for care of Goods during its transport, storage and review, if attached to the Contract,

1.3.4. Incoterms® 2010,

1.3.5. United Nations Convention on the Contracts on International Sale of Goods passed in Vienna 1980 and United Nations Convention on limitation period on International Sale of Goods passed in New York in 1974, including the Supplementary protocol from 1980 (hereinafter CISG)

1.3.6. Laws of the Republic of Serbia.

According to the preceding rule from this Article, the document with prevailing terms effect shall be the one preceding the later document.

1.4. As integral part of this GDTC shall be considered the following two documents:

- Receiving Instructions HR & CR Serbia,
- Receiving Instructions Tin Serbia.

which shall serve as instructions for both customers and all others who handle HBIS GROUP Serbia Iron & Steel d.o.o. Beograd products after leaving the mills.

Payment and delivery conditions

Article 2.

2.1. The Buyer must state in each Buyer's Order the TAX Identification number valid in the country of destination of goods (TAX ID). The Buyer must notify the Seller immediately in writing of any change or termination of Buyer's TAX ID. The Buyer must, upon Seller's request, supply the Seller with the documentation related to transport of Goods from the Seller to the Buyer (for example, the transport document including the

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| <p>odredište Robe, ime i potpis pošiljaoca; Kupčeva potvrda o transportu robe do navedene destinacije; Jedinствена carinska izvozna deklaracija za robu transportovanu kamionom potvrđenu od strane carinskih vlasti) uključujući i Sertifikat prijema robe od strane Kupca. Ukoliko Kupac prekrši svoje obaveze navedene u ovom članu, biće u obavezi da obešteti Prodavca u visini kazne koju Prodavac dobije od strane nadležnih državnih organa. Kupac je u obavezi da nadoknadi štetu Prodavcu u visini iznosa kazne, određene pravosnažnom odlukom nadležnog državnog organa i to najkasnije u roku od 10 (deset) dana od dana prijema Obaveštenja od strane Prodavca (obaveštenja o uplaćenom iznosu kazne, u skladu sa odlukom nadležnog državnog organa)</p> <p>2.2. Uslovi isporuke zajedno sa cenama su navedeni u okviru Incoterms® 2010 a na osnovu dogovora ugovornih strana. Nikakav iznos neće biti umanjivan od ugovorene cene robe. Sve troškove usluga banke, osim onih troškova koje je nametnula Prodavčeva banka, snosiće Kupac.</p> <p>2.3. Prodavac nije u obavezi da isporuči Robu Kupcu ukoliko Kupac ne obezbedi jednu ili više od dole navedenih stavki: neopozivu garanciju banke, neopozivo garantno pismo, solo menicu, avansno plaćanje, korporativnu garanciju, ili neki drugi vid osiguranja, odobren od strane Prodavca u pismenoj formi.</p> <p>2.4. Prodavac nije u obavezi da isporuči Robu Kupcu i ima pravo da obustavi proizvodnju naručene Robe ili da raskine Ugovor, ukoliko je Kupac u docnji sa plaćanjem. Prodavac takođe ima pravo da zahteva ispunjenje obaveze od Kupca i da u svakom slučaju zadržava pravo na naknadu štete, koju trpi, ukoliko je Kupac u docnji sa plaćanjem.</p> <p>2.5. Ukoliko je Kupac u docnji sa plaćanjem za Robu, u tom slučaju Prodavac ima pravo da jednostrano izmeni uslove plaćanja, a u isto vreme Prodavac zadržava pravo povraćaja Robe i/ili re-export Robe. Kupac je obavezan da pruži svu moguću i razumnu podršku Prodavcu prilikom povraćaja ili re-export Robe. Kupac snosi troškove vezane za povraćaj ili re-export Robe.</p> <p>2.6. Ugovorne strane su saglasne da Kupac ima pravo da odustane od Ugovora davanjem odustanice, u skladu sa članom 82. Zakona o obligacionim odnosima (u daljem tekstu: ZOO). U slučaju odustanka od Ugovora od strane Kupca, najkasnije do dana isteka roka koji je ugovoren za obezbeđenje uslova za preuzimanje robe, Prodavac ima pravo da naplati Kupcu odustanicu u iznosu od 30% od ugovorene vrednosti u slučaju da Prodavac nije počeo sa proizvodnjom robe, 45% od ugovorene vrednosti u slučaju da je Prodavac počeo sa proizvodnjom komercijalne standardne robe, a 50% od ugovorene vrednosti u slučaju da je Prodavac počeo sa proizvodnjom robe višeg kvaliteta i nestandardnih dimenzija.</p> <p>2.7. Prodavac nije u obavezi da isporuči Robu Kupcu ukoliko Kupac ne podnese instrukcije za transport Robe Prodavcu, u pismenoj formi, najmanje deset (10) dana pre dogovorenog roka isporuke Robe.</p> <p>2.8. U slučaju reklamacije, Kupac nema pravo da ne plati Prodavcu ugovorenu cenu robe ili da ne dozvoli povraćaj robe Prodavcu ili da jednostrano poravna potraživanje prema Prodavcu. Reklamacija Kupca će biti rešena u posebnom postupku/proceduri i ista neće imati uticaja na obavezu Kupca da izvrši plaćanje cene za Robu, najkasnije na dan dospelosti.</p> <p>2.9. Delimična isporuka Robe je dozvoljena.</p> <p>2.10. Težina Robe utvrđena na Prodavčevoj vagi je obavezujuća za obe ugovorne strane.</p> <p>2.11. Ukoliko Roba ne bude isporučena Kupcu uprkos prijemu obaveštenja o isporuci Robe, u tom slučaju Kupac je obavezan da o tome odmah napismeno obavesti Prodavca a najkasnije u</p> | <p>place of destination of Goods and forwarder's name and signature; the Buyer's certificate of transport of Goods to the place of destination; Unified Customs Declaration for export of Goods by truck transport certified by relevant customs authority) including Certificate of receipt of Goods issued by the Buyer. If the Buyer violates its obligations stated in this Article., the Buyer must indemnify the Seller in the amount equal to the penalty the Seller received by the relevant state authorities. The Buyer shall indemnify the Seller in the amount equal to the penalty determined as the legally binding Decision by the competent state authority no later than ten (10) days from the date of receiving the Notification by the Seller (the Notification on the penalty amount paid in accordance with the Decision of the competent state authority).</p> <p>2.2. The delivery conditions and prices are stated according to Incoterms® 2010 upon the agreement of both Parties. No amount shall be deducted from the contracted price of Goods. All bank charges, except charges imposed by the Seller's bank, are borne by the Buyer.</p> <p>2.3. The Seller has no obligation to deliver Goods to the Buyer in case the Buyer does not provide the Seller with one or more of the following: an irrevocable bank guarantee; irrevocable documentary letter of credit; promissory note; advance payment; corporate guarantee; or some other form of security approved of by the Seller in writing.</p> <p>2.4. The Seller has no obligation to deliver the Goods to the Buyer and the Seller is entitled to stop production of ordered Goods or immediately terminate the Contract, if the Buyer is in delay with the payment. The Seller is also entitled to request the fulfillment of obligations by the Buyer, as well as to the indemnification for the damage suffered due to the Buyer's delay in payment.</p> <p>2.5. If the Buyer is in delay with the payment for the Goods, then the Seller is entitled to change unilaterally the payment conditions and at the same time the Seller retains the right to repossess the Goods and/or re-export the Goods. The Buyer must provide to the Seller all possible and reasonable assistance in the process of repossessing or re-exporting of the Goods. The cost of repossessing or re-exporting of the Goods shall be borne by the Buyer.</p> <p>2.6. The Contracting Parties confirm that they agree to the Buyer's right to repudiate the Contract by providing the recession fee, in compliance with Article 82 of the Law on Contracts and Torts (hereinafter: LCT). In case of Contract abandonment by the Buyer, at the latest by the day of expiry of the term contracted for the securing of the goods takeover conditions, the Seller shall be entitled to collect from the Buyer the contracted penalty in the amount of 30% of the contracted value provided that the Seller has not initiated the production of goods, 45% of the contracted value provided that the Seller has initiated the production of the standard commercial goods, and 50% of the contracted value provided that the Seller has initiated the production of the higher quality goods with out-of-standard dimensions.</p> <p>2.7. The Seller has no obligation to deliver the Goods to the Buyer in case the Buyer does not submit the transport instructions for the Goods to the Seller in writing at the latest ten (10) days prior to the agreed time of delivery of Goods.</p> <p>2.8. In the event of a claim, the Buyer is not entitled to withhold the payment from the Seller of the contracted price for the Goods or to withhold the Goods to be returned to the Seller or to unilaterally settle its claims towards the Seller. The Buyer's claim(s) will be solved separately, with no impact on Buyer's duty to pay the purchase price of the Goods on or before the agreed upon due date.</p> <p>2.9. Partial deliveries of the Goods are allowed.</p> <p>2.10. The Weight of the Goods ascertained on the Seller's scales is binding for both of the Contracting Parties.</p> <p>2.11 If the Goods are not delivered to the Buyer despite the receipt of the dispatch advice for the Goods, then the Buyer is obliged to inform the Seller immediately in writing no later than</p> |
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| <p>roku od dvadesetjednog (21) dana od dana prijema obavještenja o isporuci.</p> <p>2.12. Ukoliko je Kupac obavezan da obezbedi transport Robe, u tom slučaju je takođe u obavezi da preuzme Robu od Prodavca najkasnije pet (5) dana od dana prijema Obaveštenja od strane Prodavca.</p> <p>2.13. Ukoliko Kupac prekrši stav 2.12. Prodavac tada ima pravo da:</p> <p>- Isporuči Robu o trošku i na rizik Kupca, ili</p> <p>- Da uskladišti Robu o trošku i na rizik Kupca a u skladištu Prodavca ili neke treće strane. Ukoliko Prodavac uskladišti Robu na svom skladištu, tada Prodavac ima pravo da naplati Kupcu troškove skladištenja u iznosu od 0.08 Evra po toni Robe za svaki dan skladištenja. Ukoliko se Roba uskladišti kod trećeg lica, Prodavac ima pravo da od Kupca naplati sumu koju potražuje treće lice za skladištenje Robe.</p> <p>2.14. U slučaju dokazanog umanjenja Kupčeve platne sposobnosti (naročito umanjenje solventnosti, umanjenja rezultata navedenih u tabeli bilansa kao i u tabeli profit/gubici), Prodavac ima pravo da jednostrano izmeni način i uslove plaćanja ili smanji kreditni limit za Kupčeve buduće porudžbine Robe.</p> <p>2.15. Za dan kada je Kupac namirio svoje obaveze uzima se dan prispeća iznosa na račun Prodavca u banci.</p> <p>2.16. Kupac nema pravo da prenese ili trguje bilo kakvim pravima, potraživanjima ili obavezama proisteklih iz Ugovora ili da raspolaže njima na bilo koji način bez prethodne pisane saglasnosti Prodavca.</p> <p>2.17. U slučaju dokumentovanih izmena cena energenata, sirovina, usluga ili izmena zakona, Prodavac ima pravo da promeni cenu Robe.</p> <p>2.18. U slučaju promene cene transporta, bilo da se radi o uvećanju ili smanjenju stvarne cene koštanja transporta, koja prelazi iznos od pet procenata (5%) od ugovorene cene, ugovorne strane imaju pravo da jednostrano izmene cenu transporta putem pismenog obavještenja dostavljenog drugoj strani.</p> | <p>twenty-one (21) days from the Buyer's receipt of the dispatch advice.</p> <p>2.12. If the Buyer is obliged to procure the transportation for the Goods, then the Buyer is also obliged to take over the Goods from the Seller no later than five (5) days from the date of receipt of the Seller's Advice Note.</p> <p>2.13. If the Buyer violates Paragraph 2.12, the Seller is entitled to:</p> <p>- Dispatch the Goods on the costs and risk of the Buyer or,</p> <p>- Store the Goods on the costs and risk of the Buyer in the warehouse of the Seller or in a warehouse of any third party. If the Seller stores the Goods in the Seller's warehouse, the Seller is entitled to charge the Buyer the cost of storage in the amount of 0,08 EUR per each ton of Goods for each day of storage. If the Goods are stored in a third party's warehouse, the Seller is entitled to charge the Buyer the cost of storage charged by such third party.</p> <p>2.14. In the event of a provable decrease of Buyer's economic situation (especially decrease of solvency, or decrease of results stated in balance sheet and in profit-loss sheet), the Seller is entitled to unilaterally change the payment conditions or decrease the credit limit for the Buyer's future purchase of the Goods.</p> <p>2.15. The Buyer's date of payment completion is the date when the due amount is credited to Seller's bank account.</p> <p>2.16. The Buyer is not entitled to assign or trade any rights, claims or obligations arising from this Contract in any way, without Seller's prior written consent.</p> <p>2.17. In case of documental changes of prices of energy media, raw materials, services or changes of legislation, the Seller is entitled to adjust the price of Goods.</p> <p>2.18. In case of any change /either increase or decrease/ of actual market transport prices exceeding the amount of five percent (5%) of transport price agreed in the Contract, each Party is entitled to unilaterally make the same change by written notification delivered to other Party.</p> |
| <p style="text-align: center;">Vlasništvo i Rizik Gubitka Robe</p> <p style="text-align: center;">Član 3.</p> | <p style="text-align: center;">Title to and risk of loss of the Goods</p> <p style="text-align: center;">Article 3.</p> |
| <p>3.1. Rizik gubitka Robe prelazi sa Prodavca na Kupca u skladu sa dogovorenim uslovima isporuke, a kao što je naznačeno u okviru Incoterms® 2010.</p> <p>3.2. Vlasništvo nad Robom prelazi sa Prodavca na Kupca u trenutku isplate na bankovni račun Prodavca.</p> | <p>3.1. The risk of loss to the Goods shall pass from the Seller to the Buyer according to agreed delivery conditions as per Incoterms® 2010.</p> <p>3.2. Title to the Goods will pass from the Seller to the Buyer at the time the payment of purchase price of Goods is credited to Seller's bank account.</p> |
| <p style="text-align: center;">Transportna sredstva</p> <p style="text-align: center;">Član 4.</p> | <p style="text-align: center;">Transport tools</p> <p style="text-align: center;">Article 4.</p> |
| <p>4.1. Sva sredstva: cirade, graničnici i bilo kakav drugi materijal za pakovanje Robe se smatraju nepovratnim transportnim pomoćnim sredstvima i troškove njihovog odlaganja i skladištenja će snositi Kupac.</p> <p>4.2. Ukoliko je isporuka Robe obezbeđena putem čeličnih podmetača Prodavca („Podmetači“), Kupac je u obavezi da ih vrati Prodavcu u upotrebljivom stanju ne kasnije od trideset (30) dana od datuma isporuke, osim ukoliko nije drugačije dogovoreno.</p> <p>4.3. Povraćaj Podmetača će biti izvršavan po sledećim predajnim metodama:</p> <p style="padding-left: 40px;">4.3.1. Povraćaj putem železničkog transporta – Prodavac će Kupcu obezbediti obavezujuće instrukcije o železničkom transportu. Kupac mora Podmetače otpremiti</p> | <p>4.1. All tools: tarpaulins, stops and any packing materials of the Goods are considered non-returnable transport aids and the cost of their disposal and storage shall be borne by the Buyer.</p> <p>4.2. If the delivery of the Goods is provided on Seller's steel cradles („Cradles“), the Buyer is obliged to return them to the Seller in a usable condition not later than thirty (30) days from the delivery date unless agreed upon otherwise.</p> <p>4.3. The return of the Cradles shall be according to the following disposal methods:</p> <p style="padding-left: 40px;">4.3.1. Return by railway transport – the Seller shall provide to the Buyer the binding railway transport instructions. The Buyer must dispatch the Cradles to the Seller by railway</p> |

Prodavcu železničkim vagonima u skladu sa transportnim instrukcijama Prodavca.

Podmetači moraju da budu slobodno položeni kao što sledi:

Mali Podmetači – težine 580 kg – 24 komada/4-osovinskom vagonu,

Veliki Podmetači – težine 870 kg – 16 komada/4-osovinskom vagonu.

4.3.2 Povraćaj putem transporta kamionom – Prodavac će obezbediti kamione (LKW) o svom trošku a Kupac mora tovariti te kamione u skladu sa instrukcijama Prodavca.

4.4. Utovarni prostor vagona i kamiona mora biti potpuno utovaren a Podmetači moraju biti postavljeni u horizontalni položaj.

4.5. Svaka otpremnica vagona ili kamiona natovarenih sa Podmetačima mora biti predhodno prosledjena Transportom Odeljenju Prodavca, na fax broj: 381-26-222-520

4.6. Transport Podmetača biće obezbeđen od strane Transportog Odeljenja Prodavca, broj telefona: 381-26-222-520.

4.7. Ukoliko Kupac prekrši obaveze iz ovog člana, pri čemu Prodavac pretrpi štetu, Kupac je u obavezi da pričinjenu štetu nadoknadi Prodavcu u celosti.

4.8. Ukoliko Kupac prekrši svoje obaveze vraćanja podmetača Prodavcu shodno članu 4, Prodavac ima pravo da fakturiše Kupcu prodajnu cenu podmetača u iznosu od šeststotina evra (600 EUR) po jednom podmetaču.

Odgovornost za nedostatke na Robi

Član 5.

Prodavac proizvodi Robu u skladu sa ugovorenim /međunarodnim, domaćim ili drugim/ tehničkim specifikacijama za dimenzije, mehaničke, fizičke, površinske ili druge ugovorene karakteristike. Tehničke specifikacije i/ili bilo koji dodatni zahtevi korisnika moraju biti precizno izloženi u Ugovoru. Navedene tehničke specifikacije spadaju u isključivu nadležnost Prodavca vezano za kvalitet Robe, njegove mogućnosti i svojstva, tako da ne postoje druge garancije ili obaveze Prodavca vezano za kvalitet, mogućnosti i svojstva proizvoda. Strane se slažu da se član 35 (2) CISG-a neće primenjivati na njihove međusobne transakcije.

Odgovornost Kupca

Član 6.

6.1. Ukoliko Kupac prekrši bilo koju od svojih obaveza za postupanje sa Robom tokom njenog transporta, skladištenja i pregleda kao što je naglašeno u Ugovoru, bilo kakva reklamacija vezana za nedostatak Robe će izgubiti važnost, osim ukoliko pisanim putem nije drugačije potvrđeno od strane Prodavca.

6.2. Kupac je obavezan da obavesti Prodavca o prirodi i specifičnostima:

a) očiglednih nedostataka na Robi, kao i o razlikama u količini Robe u roku od trideset (30) dana od dana isporuke Robe na mesto koje je određeno u Ugovoru;

b) skrivenim nedostacima kao rezultat prirodne promene fizičkog ili hemiskog stanja Robe (prirodna korozija, starenje materijala itd.) što je brže moguće nakon pregleda Robe, ali ni u kom slučaju kasnije od šest (6) meseci od dana isporuke Robe;

c) ostali skriveni nedostaci koji nisu rezultat uzroka navedenih u prethodnom paragrafu, a koji predstavljaju trajni nedostatak koji je nastao u proizvodnji i/ili je u vezi sa proizvodnjom robe što je brže moguće, ali ni u kom slučaju kasnije od dvanaest (12) meseci od dana isporuke Robe.

wagons according to Seller's transport instructions.

Cradles must be free laid as follows:

- **small Cradles** – weight 580 kg - 24 pieces/4-axle wagon

- **large Cradles** - weight 870 kg - 16 pieces/4- axle wagon

4.3.2. Return by truck transport - the Seller shall provide the truck (LKW) at its own cost and the Buyer must load such truck according to the Seller's instructions.

4.4. The loading area of the wagon and truck must be fully loaded and Cradles must lie in a horizontal position.

4.5. Each dispatch of the wagon or truck loaded with Cradles must be forwarded in advance to the Seller's Transport Division, fax No.: 381-26-222-520

4.6. Transport of Cradles will be procured by the Seller's Transport Division tel. No.: 381-26-222-520.

4.7. If the Buyer violates the obligations stated in this Article whereby the Seller suffers damage, the Buyer shall be obliged to compensate to the Seller for the full damage incurred upon the Seller.

4.8. If the Buyer violates his obligations to return the Cradles to the Seller as per this Article 4, the Seller is entitled to invoice the Buyer with the Cradle purchase price in the amount of six hundred euros (600 EUR) per single Cradle.

Liability for defects of Goods

Article 5.

5.1. The Seller manufactures Goods according to agreed (international, domestic or other) technical specifications for dimensional, mechanical, physical, surface or other agreed characteristics. The technical specifications and/or any additional customer requirements must be set forth clearly in the Contract. Such technical specifications constitute the exclusive and sole representations of the Seller concerning the quality, capabilities and features of the Goods, and there are no other warranties or obligations by the Seller concerning the quality, capabilities and features of the Goods. The parties agree that Article 35 (2) of the CISG shall not be applicable to the transaction between them.

Buyer Responsibilities

Article 6.

6.1. If the Buyer breaches any of its obligations for handling of the Goods during its transport, storage and inspection as set forth in the Contract, any claim for defective Goods shall expire unless otherwise approved by the Seller in writing.

6.2. The Buyer is obliged to notify the Seller of the nature and specifics of:

a) Obvious defects of the Goods as well as differences in quantity of the Goods within thirty (30) days from the day of delivery of the Goods to the place of destination set forth in the Contract;

b) hidden defects which resulted from natural change of the physical or chemical features of the Goods (natural corrosion, material aging, etc.) as promptly as practicable after detection, but in no case later than six (6) months from the day of delivery of the Goods;

c) other hidden defects which are not the result of the causes stated in the previous paragraph and which have the nature of persistent and constant defects arising from manufacturing and/or in connection with manufacturing of the Goods as promptly as practicable, but in no case later than twelve (12)

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| <p>6.3. Svako takvo Obaveštenje će biti poslato preporučenim pismom ili na drugi odgovarajući način kako bi se obezbedio prijem obaveštenja od strane Prodavca zajedno sa dokumentima i podacima :</p> <ul style="list-style-type: none"> • Duplikat Tovarnog Lista (CMR, CIM,B/L), • Oba broja relevantnog ugovora i fakture, • Identifikacione podatke o navodno oštećenju Robi (na primer broj kotura/paketa, ocena čelika, dimenzije, zahtevani iznos itd), • Opis nedostatka uključujući i kompletnu i tačnu foto dokumentaciju uključujući i fotografije oštećene Robe natovarene u odgovarajuća vozila (kamion, vagon, brod itd), i • Preliminarnu procenu Kupca za navodno oštećenu Robu. <p>6.4 Ukoliko se šteta na robi dogodila tokom prevoza ili je takva šteta uočena tokom prevoza, a Prodavac je odgovoran za takvu štetu shodno paritetu Incoterms® 2010, Kupac je dužan da obavesti Prodavca o nedostacima, šteti ili gubicima robe prilažući sledeće dokumente:</p> <ul style="list-style-type: none"> • Izveštaj o oštećenju uključujući i preliminarnu procenu oštećenja, • Komercijalni izveštaj potvrđen od strane špeditera, • Tovarni List (CMR, CIM,B/L), • Bilo koji postojeći izveštaj, • Oba broja relevantnog ugovora i fakture, • Identifikacioni podaci o navodno oštećenju Robi (na primer broj kotura/paketa, kvalitet čelika, dimenzije, zahtevani iznos itd), • kompletnu foto dokumentaciju). <p>6.5.Kupac mora da poštuje instrukcije navedene u primenljivoj Potvrdi o Osiguranju. Ukoliko šteta prelazi iznos od 5000 EUR, Kupac mora da dobije procenu štete Robe od strane nadležnog organa za procenu štete određenog od strane Prodavca.</p> <p>6.6.Nijedan zahtev ne daje pravo Kupcu da odbije da plati ili da odbije da preuzme druge isporuke od Prodavca.</p> <p>6.7. Kupac će svu Robu na koju ima neku reklamaciju čuvati odvojeno u njenom originalnom stanju kako bi ista bila pregledana od strane predstavnika Prodavca. Kupac je u obavezi da pregleda minimum 10% od svakog kotura ili paketa.</p> <p>Kupac je dužan da obavesti Prodavca da obustavi dalju proizvodnju ukoliko se nedostaci, za koje se to može pouzdano utvrditi, pojave na više od 10% kotura ili paketa. Kupac će takav proizvod odvojiti i o tome obavestiti Prodavca. Kupac nema pravo da koristi ili prodaje Robu na koju ima neku reklamaciju, bez predhodnog pisanog odobrenja od strane Prodavca – bilo kakva takva upotreba ili prodaja bez predhodnog pisanog odobrenja Prodavca biće ubedljiv dokaz da je Roba bila ispravna i da je bila obezbeđena u skladu sa uslovima Ugovora. Kupac nema pravo na kompenzaciju oštećene Robe ukoliko nije Prodavcu omogućio da izvrši pregled takve Robe. Ako reklamirani materijal nije raspoloživ za pregled, Kupac nema pravo na reklamaciju.</p> <p style="text-align: center;">Obaveze Prodavca</p> <p style="text-align: center;">Član 7.</p> <p>7.1. Ukoliko je Kupac blagovremeno i uredno obavestio Prodavca o nedostatku, a Prodavac prihvati reklamaciju Kupca, Prodavac ima pravo da :</p> <p>7.1.1.Izvrši isporuke radi zamene robe sa nedostatkom ili</p> | <p>months from the day of delivery of the Goods.</p> <p>6.3. Each such notice shall be sent by registered letter or by other appropriate means to assure the receipt of the notification by the Seller and shall include copies of the following documents and data:</p> <ul style="list-style-type: none"> • Duplicate of Bill of freight (CMR, CIM, B/L), • The number of both the relevant contract and invoice, • Identification data of the allegedly defective Goods (e.g., coil/bundle number, steel grade, dimensions, claimed amount, etc.), • A description of defects including their accurate and complete photo documentation including the photo documentation of the damaged Goods loaded on the relevant transport vehicle (truck, wagon, ship, etc.), and • Buyer's preliminary evaluation of the allegedly damaged Goods. <p>6.4. If damage to Goods occurred during transport, or such damage was detected during transport and according to agreed Incoterms® 2010 delivery parity the Seller is liable for such damage, the Buyer is obliged to notify the Seller on the defects, damages or losses to Goods enclosed with the following documents:</p> <ul style="list-style-type: none"> • A damage report including a preliminary evaluation of the damage, • A commercial report confirmed by the forwarder, • The Bill of freight (CMR, CIM, B/L), • Any existing survey report, • The number of both the relevant contract and invoice, • Identification data of the allegedly defective Goods (e.g., coil / bundle number, steel grade, dimensions, claimed amount, etc.), • complete photo documentation. <p>6.5. Buyer must follow the instructions stated on the applicable Certificate of Insurance. If the damage exceeds EUR 5000 , the Buyer must procure evaluation of damage of Goods by the competent authority for damage evaluation appointed by Seller.</p> <p>6.6.No claim entitles the Buyer to refuse to make payment or refuse to take other deliveries from the Seller.</p> <p>6.7. The Buyer shall separately store all the Goods on which it is making a claim against the Seller separately in their original condition for review by the Seller's representative. At a minimum, the Buyer should inspect 10 % of each coil or a bundle.</p> <p>The Buyer is obliged to notify the Seler in order for it to stop processing material if claimable defects are observed that continue more than 10% of the coil or bundle. The Buyer should place the removed item on hold and notify the Seller of the rejection. The Buyer is not entitled to use or sell the Goods on which it is making a claim without the Seller's prior written consent—any such use or sale without Seller's prior written consent shall be conclusive evidence that the Goods were fit and provided in accordance with the terms of the Contract. The Buyer is not entitled to the compensation for defective Goods in case it has not provided the Seller with a reasonable opportunity to detect them. If the claimed Goods are not available for inspection, the Buyer is not entitled to any claim of defects.</p> <p style="text-align: center;">Seller's Obligations</p> <p style="text-align: center;">Article 7.</p> <p>7.1.If the Buyer notifies the Seller on the defects in a timely manner, and the Seller recognizes the Buyer's claim, the Seller is entitled to:</p> <p>7.1.1.Perform additional or replacement delivery of the</p> |
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| <p> dodatne isporuke robe pod uslovima iz Ugovora, ili</p> <p>7.1.2. Predloži odgovarajući popust za cenu robe u vrednosti pojedinačnih nedostataka na robi koje je potvrdio Prodavac.</p> <p>7.2. Ukoliko je dogovoreno da se Roba isporuči kao neprvoklasna, reklamacija zbog nedostataka nije dozvoljena.</p> <p>7.3. Ukoliko je ugovoreno da se Roba isporuči neupakovana ili nenauljena za hladno ili toplo valjanu Robu, ili termički obrađenu galvanizujuću Robu, onda Prodavac neće biti odgovoran za koroziju.</p> <p>7.4. Roba isporučena Kupcu kao nežarena hladno valjana traka se isporučuje direktno sa Tandema sa ostacima ulja iz hladne valjaonice po površini trake. Debljina proizvoda na spoljnjim i unutrašnjim krajevima trake će imati izvesno odstupanje debljine koje će biti izvan granica tolerancije ali neće biti predmet reklamacije.</p> <p>7.5. Prodavac garantuje 97% prvoklasnog kvaliteta za celu isporuku Robe u koturovima.</p> <p>Reklamacije na mikrotalasavost na toplo valjanim proizvodima sa kvalitetom dubokog izvlačenja neće biti prihvaćene.</p> <p>Reklamacija neće biti primljena za "sharu drveta" i opšte varijacije na površini belog lima sa nanosom kalaja od 1.7g/m² i manjim.</p> <p>7.6. Prodavac nije odgovoran za oštećenja Robe koja su nastala usled (a) kršenja uputstava Prodavca za čuvanje Robe tokom njenog transporta, skladištenja ili pregleda, (b) nestandardnih, nestručnih i neadekvatnih uslova skladištenja, korišćenja, instaliranja ili testiranja Robe, (c) razloga vezanih za pripremanje Robe nekoj drugoj neodobrenoj Robi, (d) pokušaja da se Roba modifikuje ili popravi bez predhodnog pisanog odobrenja Prodavca, (e) razloga vezanih za neodgovarajuće rukovanje, transport i skladištenje, ili (f) bilo kojih drugih razloga osim uobičajenog korišćenja Robe.</p> | <p>Goods under the Contract conditions, or</p> <p>7.1.2. Set forth the appropriate discount of price of Goods in the value of particular defects of Goods recognized by the Seller.</p> <p>7.2. If Goods are delivered as «not the first-class» as agreed, no claim for defects is allowed.</p> <p>7.3. If agreed that the Goods is to be delivered not packed or not oiled for cold or hot rolled Goods, or hot dip galvanized Goods, then the Seller shall not be responsible for any corrosion.</p> <p>7.4. Goods delivered to the Buyer as Cold Roll Full Hard are shipped directly off the cold reduction mill with residual cold mill oil on the strip surface. The thickness of the Goods at the strip ends on the outside and inside will include some off gauge area that will be outside of tolerance but not claimable.</p> <p>7.5. The Seller guarantees 97% of prime quality of total delivery of Goods in coils.</p> <p>Claims for coil breaks will not be accepted on hot roll product with deep drawing grade quality.</p> <p>Claims will not be accepted for wood grain and general variations in surface appearance for tin product with coatings of 1.7 g/m² and lighter.</p> <p>7.6. The Seller is not liable for defects in Goods caused (a) by a breach of Seller's recommendations for care of Goods during its transport, storage and inspection, (b) by non-standard, unskilled or unsuitable conditions of storage, use, installation or testing of the Goods, (c) by reasons related to assembly of Goods with other non authorized Goods, (d) by attempts to modify or repair the goods without the Seller's prior written authorization, (e) by reasons related to unsuitable handling, transport and storage, or (f) by any reason other than the normal use of the Goods.</p> |
| <p style="text-align: center;">Viša sila</p> <p style="text-align: center;">Član 8.</p> | <p style="text-align: center;">Force Majeure</p> <p style="text-align: center;">Article 8.</p> |
| <p>8.1. Ugovorne strane neće biti odgovorne za dočnu ili potpuno ili delimično neispunjenje izvršenja svojih obaveza na osnovu ovog ugovora, u meri u kojoj je njihovo izvršenje spečeno, odloženo ili ometeno usled događaja vanredne/neočekivane prirode van razumne kontrole pogođene strane, a koja nije mogla da se predvidi ili izbegne, ovde uključujući ali se pritom ne ograničavajući na elementarne nepogode, ratove, ratna dejstva različitih vrsta, pobune, građanske demonstracije, sabotaže, revolucije, akte nasilja, eksplozije, požare, poplave, generalne štrajkove, zvanične intervencije pravne prirode, ili druge okolnosti koje nastanu nezavisno od volje strana ugovora, van njihove kontrole a koje nisu mogle biti sprečene, izbegnute ili savladane (svaki od gore navedenih slučajeva predstavlja „višu silu“).</p> <p>8.2. Ugovorna strana koja je u potpunosti ili delimično pogođena i prema tome nije u mogućnosti da izvrši svoje ugovorne obaveze usled više sile je u obavezi da pismeno obavesti drugu stranu o ovakvom događaju u roku od 10 (deset) dana od dana nastanka događaja koji predstavlja višu silu, putem fax/email i da to potvrdi originalnim izveštajem koji će poslati u roku od narednih 10 (deset) dana. Ugovorna strana koja je pogođena, je u obavezi da dostavi potvrdu nastanka više sile od privredne komore na lokaciji na kojoj se ista nalazi.</p> <p>8.3. Ukoliko viša sila potraje duže od 60 (šezdeset) kalendarskih dana neprekidno, ugovorne strane zadržavaju svoja ugovorna prava i obaveze, a izvršenje obaveza, kao i važenje ugovora, se produžava za vremenski period jednak trajanju više sile.</p> <p>8.4. Ukoliko viša sila potraje duže od 60 (šezdeset) kalendarskih dana neprekidno, a jedna od ugovornih strana ne bude u mogućnosti da izvrši svoje ugovorne obaveze usled</p> | <p>8.1. Neither Party shall be liable for delay or complete or partial failure to perform its obligations under the Contract, to the extent that its performance has been prevented, delayed or hindered due to an event of extraordinary nature beyond the reasonable control of the affected Party, which could not have been reasonably foreseen or avoided, including but not limited to natural disasters, wars, war operations of various kinds, rebellions, civil commotion, sabotage, revolutions, acts of piracy, explosions, fires, flooding, general strikes, lockouts, official interventions of legal as well as illegal nature, or other circumstances occurring independently of the will of the Parties, outside of control of the Parties and which could not have been prevented, avoided or overcome (each a "Force Majeure Event").</p> <p>8.2. The Party affected by complete or partial inability to perform its obligations arising from the Contract due to a Force Majeure Event is obliged to inform the other Party in writing about such Event within ten (10) days as of the occurrence of such force majeure event, with fax/email advice being confirmed by original advice sent within next ten (10) days. The affected Party shall provide the confirmation of such Force Majeure Event from the Chamber of Commerce of the location thereof.</p> <p>8.3. If a Force Majeure Event lasts for less than sixty (60) consecutive calendar days, the Parties shall retain their rights and obligations under the Contract, and the time for performance of such obligations, as well as the validity of the Contract, shall be extended by the duration of such Force Majeure Event.</p> <p>8.4. If a Force Majeure Event lasts for sixty (60) or more consecutive calendar days and one of the Parties is incapable of performing its obligations under the Contract due to such</p> |

trajanja više sile, u tom slučaju pogođena strana će odmah obavestiti drugu stranu, a na osnovu tog obaveštenja ugovorne strane će imati pravo raskida ugovora od trenutka kada je Obaveštenje dostavljeno drugoj strani, bez daljih prava ili obaveza nadoknade štete, osim štete koja nastane pre otpočinjanja više sile i one štete koja nastane nevezano od više sile.

8.5. Ugovorna strana koja ne dostavi obaveštenje drugoj strani, na način naveden u tački 8.2 ovog člana, biće u obavezi da nadoknadi svu štetu koja nastane kao rezultat neobaveštavanja druge ugovorne strane.

Sankcije

Član 9.

9.1. U slučaju da Kupac ne plati robu u datom roku, Kupac će platiti Prodavcu zateznu kamatu u skladu sa Zakonom o zateznoj kamati ("Službeni glasnik Republike Srbije", br. 119/2012).

9.2. U slučaju zakašnjenja u izvršenju ugovorne obaveze preuzimanja robe od strane Kupca, Prodavac ima pravo na ugovornu kaznu u visini od 20% od vrednosti robe sa čijim preuzimanjem Kupac kasni.

U skladu sa odredbama ZOO, kada je kazna ugovorena za slučaj da Kupac zadocni sa ispunjenjem obaveze, Prodavac ima pravo da zahteva i ispunjenje obaveze i ugovornu kaznu.

9.3. Prodavac će imati pravo da traži naknadu štete od strane Kupca ukoliko Kupac prenese ili trguje sa pravima iz ovih Opštih uslova i zaključenih Ugovora, bez predhodno dobijenog pisanog odobrenja od strane Prodavca. Obaveza naknade štete se smatra dospelom od trenutka nastanka štete.

9.4. Sve podatke koji su navedeni u Opštim uslovima i Ugovorima i bilo koje informacije ili dokumenta koji su povezani sa ovim Opštim uslovima i Ugovorima, Prodavac smatra poverljivim i Kupac će biti u obavezi da ih ne daje i/ili da ne dozvoli pristup istim bilo kom trećem licu, osim ukoliko je to predviđeno zakonom ili odredbama Ugovora.

U slučaju kršenja ove odredbe Opštih uslova Prodavac ima pravo na ugovornu kaznu u visini od 20% od vrednosti robe iz zaključenog Ugovora, kao i pravo na naknadu štete u visini koja bude utvrđena na dan nastanka štete, kada se obaveza naknade štete smatra dospelom.

9.5. Osim u slučajevima namernog postupanja ili grube nepažnje od strane Prodavca, Prodavac neće biti odgovoran za bilo koju drugu štetu za štetu nastalu nad imovinom Kupca, za štetu koju su pretrpeli zaposleni Kupca ili štetu koju je pretrpelo treće lice koje je učestvovalo u izvršenju Ugovora. Svi slučajevi isključenja odgovornosti Prodavca iz ove odredbe odnose se isključivo na ispunjenje obaveza predviđenih ovim Opštim rokovima i uslovima i ugovorima/aktima čiji su oni prilog.

Bezbedonosna odgovornost

Član 10.

10.1. Kupac odgovara za poštovanje svih procedura za bezbedan rad, zaštitu životne sredine, zaštitu od požara, radnog naloga Prodavca ili Kodeksa etičkog poslovnog ponašanja Prodavca, od strane zaposlenih Kupca ili osoba određenih od strane Kupca koji budu angažovani na posedu Prodavca. U slučaju nepoštovanja ovih obaveza Prodavac ima pravo da udalji osobu koja ne poštuje te procedure, kao i da im oduzme dozvolu za ulazak na posed Prodavca. Kupac takođe odgovara za svu štetu koju Prodavac pretrpi usled nepoštovanja pomenutih obaveza.

10.2. Kupac će obezbediti da svi njegovi zaposleni ili osobe određene od strane Kupca i koji ulaze na posed Prodavca zbog utovara robe, koriste lična zaštitna sredstva u skladu sa

continuing Force Majeure Event, then such Party shall notify the other Party without undue delay, and any Party shall then be entitled to terminate the Contract effective at the moment when such notice is delivered to the other Party, without any further right or obligation for compensation of damages, except for damages which occurred prior to the commencement of, and which are unrelated to the Force Majeure Event.

8.5. A Party that fails to provide notice to the other Party, as required in section 8.2. herein, shall be obliged to compensate the other Party for all damages caused as a result of such failure.

Sanctions

Article 9.

9.1. In the event of Buyer's non-payment for the Goods within the agreed to term, the Buyer shall pay to the Seller the default interest in the amount stipulated by the Law on default interest rate (RoS Official Gezette, No. 119/2012).

9.2. In case of delay in performing the contractual obligation of the Goods take over by the Buyer, the Seller shall be entitled to claim liquidated damages against the Buyer in the amount of 20 % of the value of Goods in delay.

Pursuant to the provisions of LCT, provided the fine was agreed for the cases of the Buyer's delay in performing the obligations, the Seller is entitled to claim both the fulfillment of the obligation and the liquidated damages.

9.3. The Seller shall be entitled to claim damages against the Buyer in case the Buyer has assigned or traded the rights within the present GDTC or the concluded Contracts, without the previously obtained written consent from the Seller. The obligation of damage compensation shall be considered due as of the moment of damage occurrence.

9.4. The Seller considers any data stated in the GDTC and the Contracts and any information or documents retained in relation to this GDTC and Contracts as confidential and the Buyer shall be obliged not to supply them or allow access to them in any form to any third person except as stated by law or required by Contract.

In case of violation of the present provision of GDTC, the Seller is entitled to liquidation damages in the amount of 20% of the value of Goods subject to the concluded Contract, as well as to damage compensation in the amount determined on the day of the damage occurrence when the obligation of damage compensation is considered due.

9.5. Except in the case of Seller's intentional misconduct or gross negligence, the Seller accepts no liability for any other damage to the Buyer's property, damage suffered by the Buyer's personnel or damage suffered by third persons participating in the performance of the Contract. All cases of releasing the Seller from liability stated herein refer exclusively to the fulfillment of obligations stipulated by the present GDTC and its attached Contracts/Acts.

Safety responsibility

Article 10.

10.1. The Buyer shall be responsible for honoring all procedures for safety at work, environmental protection, fire protection, Seller's Work Order or Seller's Code of Ethical Conduct, by the Buyers employees or personnel representing the Buyer while on Seller's property. In case if a person disregard these obligations the Seller has the right to remove such person, who does not comply with these procedures, as well as to revoke their entry permits to the Seller's property. The Buyer is also responsible for all the damage sustained by the Seller due to violations of these obligations.

10.2. The Buyer shall ensure that all of his employees or personnel representing the Buyer, who enter the Seller's property for the purpose of loading of the Goods, use the safety

primenjivim propisima. U slučaju nepoštovanja pomenutih bezbedonosnih propisa, zaposlenima Kupca i osobama određenim od strane Kupca neće biti dozvoljeno da uđu na posed Prodavca.

10.3. U cilju ispunjenja obaveza iz ovih Opštih uslova, Kupac je u obavezi da obezbedi neophodne dozvole za ulazak putničkih vozila, kamiona i drugih motornih vozila Kupca unutar poseda Prodavca. Kupac je u obavezi da obavesti svoje zaposlene i druga ovlašćena lica o zabrani za transport osoba u ovim vozilima a koji nisu zaposleni ili nisu ovlašćeno osoblje. Ukoliko se ova zabrana prekrši, tom vozilu će se zabraniti ulazak ulazak u posed Prodavca. Kupac će se smatrati odgovornim za štetu koja nastane usled nepoštovanja pomenute zabrane. Kupac će biti u obavezi da primeni ovu zabranu i prema svojim podugovaračima. Motornom vozilu će se zabraniti ulazak u posed Prodavca ukoliko osobe u ovim vozilima nemaju lična zaštitna sredstva: šlem, naočare, radno odelo, radne rukavice, radne cipele pri svakom ulasku u Prodavčev posed. Ukoliko ta osoba nema lična zaštitna sredstva, biće udaljena sa poseda Prodavca.

Raskid Ugovora

Član 11.

11.1. Ugovorne strane imaju pravo da raskinu Ugovor bez odlaganja, pisanim obaveštenjem dostavljenim drugoj ugovornoj strani ukoliko:

11.1.1. druga strana u više navrata prekrši odredbe Ugovora, ili

11.1.2. druga strana materijalno krši Ugovor – materijalno kršenje ugovora označava kršenje uslova plaćanja (Kupac je u docnji sa plaćanjem preko 10 (deset) kalendarskih dana), kršenje obaveze obezbeđenja plaćanja kupoprodajne cene robe ili nepreuzimanje navedene količine robe u ugovorenim rokovima, kao i odbijanje pomoći prilikom isporuke;

11.2. Pisanim sporazumom obe ugovorne strane; ili

11.3. na osnovu Ugovorom utvrđenih razloga.

11.4. Raskid Ugovora važiće i biće na snazi od dana prijema obaveštenja od druge ugovorne strane i odnosi se na odgovarajući Ugovor, kao i na bilo koju porudžbenicu potvrđenu u pisanom obliku od strane Prodavca na osnovu Ugovora, osim ukoliko je Prodavac već izvršio otpremu robe Kupcu nakon takve potvrde porudžbenice.

11.5. Raskid Ugovora predstavlja raskid svih ugovorenih obaveza, osim potraživanja vezanih za već isporučenu robu, potraživanja za naknadu bilo kakve štete, kao i zahteva za plaćanje ugovorne kazne za čije plaćanje su se u međuvremenu stvorili uslovi, a svaka ugovorna strana je dužna da izmiri sve svoje obaveze nastale do dana raskida ovog Ugovora.

Završne Odredbe

Član 12.

12.1. Svi prethodni sporazumi i dogovori bilo koje vrste između ugovornih strana, a koji se odnose na opšte rokove i uslove isporuke, prestaće da važe prvog dana nakon stupanja Opštih rokova i uslova isporuke za HBIS GROUP Serbia Iron & Steel d.o.o. Beograd na snagu.

12.2. Svaka ugovorna strana će odmah pismeno obavestiti drugu stranu o bilo kakvoj promeni svoje dozvole za rad ili podataka koji se odnose na registraciju firme, a koja direktno utiče na uslove i izvršenje Ugovora, kao i o zvaničnom otpočinjanju procesa likvidacije ili stečaja nad stranom koja šalje obaveštenje.

equipment for personal protection in accordance with applicable regulations. In case of violation of the mentioned safety regulations, the Buyer's employees and personnel representing the Buyer shall not be permitted to enter to the Seller's property.

10.3. In order to fulfill the obligations from this Contract, the Buyer has the obligation to provide all necessary entry permits to the Seller's property for cars, trucks and other motor vehicles of the Buyer. The Buyer is obliged to inform its employees and other authorized personnel representing the Buyer about the prohibition of transportation of the persons who are not employed or not authorized, by these vehicles. In case of violation of this prohibition that vehicle will not be permitted to enter to the Seller's property. The Buyer shall be considered responsible for damage that occurs due to the violation of the mentioned prohibition. The Buyer shall be obliged to apply this prohibition towards its subcontractors. The vehicle shall not be permitted to enter the Company if every person inside this vehicle does not have the safety equipment for personal protection: helmet, glasses, working suit, working gloves, working boots during every entrance to the Seller's property. If a person does not have the safety equipment for personal protection such person shall be removed from Seller's estate.

Contract Termination

Article 11.

11.1. Either Party shall be entitled to terminate the Contract immediately by written notice delivered to the other Party if:

11.1.1. The other Party has repeatedly violated the provisions of the Contract, or

11.1.2. The other party violated the Contract in the substantial manner – Contract violation in the substantial manner means violation of payment conditions (Buyer's delay with payment in excess of 10 calendar days), violation of obligation to secure the payment of purchase price of Goods or non-takeover of stated volumes of Goods in agreed terms, as well as refusal to assist during delivery;

11.2. Written agreement by both parties; or

11.3. Upon reasons stated in the Contract.

11.4. The Contract termination shall be valid and effective from the day of its receipt by the other Party and it relates to the respective Contract as well as to any order confirmed in writing by the Seller on the basis of the Contract, unless the Seller has already made shipment of Goods to the Buyer upon such order confirmation.

11.5. Termination of the Contract represents the termination of all contractual obligations except receivables for the delivered goods, claims for any damage, as well as the request for paying liquidated damages the conditions for which have been reached meanwhile, whereas each Party is obliged to pay their obligations that occurred up to the moment of this Contract's termination.

Final provisions

Article 12.

12.1. Any and all previous agreements or understandings of any nature whatsoever made between the Parties which relate to these GDTC shall cease to be valid on the first day when this GDTC for HBIS GROUP Serbia Iron & Steel d.o.o. Beograd come into force.

12.2 Either Party shall immediately notify in writing the other Party on any changes related to its business license or company register data, which have direct impact on terms and performance of the Contract, or any official commencing of liquidation or bankruptcy procedure against the notifying Party.

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| <p>12.3. Sve izmene Ugovora biće pripremljene u pisanom obliku, numerisane i potpisane od strane ovlašćenih lica.</p> <p>12.4. 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 Privrednog suda u Požarevcu.</p> <p>12.5. Za rešavanje spornog odnosa sa drugom ugovornom stranom čije je sedište van Republike Srbije, ugovara se nadležnost Spoljnotrgovinske arbitraže pri Privrednoj komori Srbije u Beogradu. U arbitražnom postupku će se primenjivati Pravilnik Spoljnotrgovinske arbitraže pri Privrednoj komori Srbije u Beogradu, a jezik arbitražnog postupka će biti engleski.</p> <p>12.6. Ugovori kao i svi za njega vezani odnosi regulisani su zakonima Srbije. Za sve što nije predviđeno Ugovorima i ovim Opštim rokovima i uslovima isporuke, primenivaće se Zakon o obligacionim odnosima i drugi zakoni Republike Srbije.</p> <p>12.7. Ukoliko je neka od odredbi Opštih rokova i uslova isporuke nevažeća, to neće imati uticaja na ostale odredbe ovog Ugovora.</p> <p>12.8. Opšti rokovi i uslovi isporuke su sačinjeni na srpskom i engleskom jeziku. Tekst je identičan na oba jezika. U slučaju bilo kakvog neslaganja, merodavan je engleski tekst.</p> <p style="text-align: center;">Član 13.</p> <p>13.1. Ovi Opšti rokovi i uslovi isporuke za HBIS GROUP Serbia Iron & Steel d.o.o. Beograd stupaju na snagu danom donošenja I isti su kroz delovodni protokol Prodavca zavedeni pod brojem od 2017. godine.</p> | <p>12.3. Any Amendment to Contract shall be in writing specifically prepared for such purpose, numbered and signed by duly authorized persons.</p> <p>12.4. The Contracting Parties shall try to settle amicably all possible disputes arising from the present Contract; to the contrary, Pozarevac Commercial Court shall have jurisdiction over solving the disputes.</p> <p>12.5. Foreign Trade Arbitration with the Serbia Commercial Chamber in Belgrade shall have jurisdiction over solving any disputes with the Contracting party that has registered office outside the Republic of Serbia. The rules of Foreign trade Arbitration of the Serbia Commercial Chamber shall be applied during arbitration procedure, while the language of arbitration shall be English language.</p> <p>12.6. Contract, along with all related relations are regulated according to the Laws of Republic of Serbia. Law on Torts and Obligations, as well as other laws of Republic Of Serbia shall be applied for all not stipulated within the Contract and within these GDTC.</p> <p>12.7. In case a certain term of GDTC is invalid, this shall have no impact regarding the remaining terms of this Contract.</p> <p>12.8. The GDTC are made in Serbian and English languages. The text is identical in both languages. In case of any discrepancy, the English text shall prevail.</p> <p style="text-align: center;">Article 13.</p> <p>13.1. The present GDTC for HBIS GROUP Serbia Iron & Steel d.o.o. Beograd shall come into force on the day of its passing and shall be entered, through the registrational protocol of the Seller, under the number dated 2017.</p> |
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