

GENERAL TERMS AND CONDITIONS OF SALE

Essex Solutions Balkan d.o.o. (“Seller”)

Preamble

These General Terms and Conditions of Sale (“Conditions”) shall govern all sales by Seller. “Products” means the articles which Purchaser agrees to buy from Seller and/or any service to be performed by Seller, “Purchaser” means the entity which buys or agrees to buy the Products from Seller, and any reference to delivery terms shall refer to the 2020 edition of the International Chamber of Commerce’s Incoterms®.

1. QUOTATION - PRICE – INVOICING- CANCELLATION AND RETURN

- 1.1. Unless otherwise agreed in writing, quotations and tenders issued by Seller shall remain open for acceptance for fifteen (15) days from date of issue and are for shipment at the latest 3 months after the date of the order. They may be revised by Seller prior to acceptance by Purchaser. No Purchaser’s order shall be binding on Seller until written notice of acknowledgement of the order has been given by Seller.
- 1.2. Unless otherwise stated, the prices specified in Seller’s quotation, tender or acknowledgement of order are EXW (Incoterms® 2020) Seller’s factory or warehouse, excluding packaging, VAT and any other tax or duties. Seller reserves the right to revise prices at any time. Quantities delivered may vary by +/- 15% between the ordered and delivered quantities and Purchaser shall not be entitled to make any claim in respect thereof. An invoice will be issued for actual quantities delivered and sent to Purchaser for each delivery. Any discounts granted will be indicated on the acknowledgement of order or on the invoice. Credit is extended at the sole discretion of Seller. If credit has been extended, the amount of credit may be changed or credit withdrawn by Seller at any time, in its sole discretion. Fees for and relating to the Products and Services are subject to adjustment in the event there are cost increases created by circumstances such as, but not limited to, changes in government energy policies, fuel and energy increases, chemical or material price increases, material and supply shortages, transportation and shipping costs. Any accepted order requiring special manufacturing processes, inspection, specified weight, packaging, test results, certification etc. is subject to additional charges. Payment terms shall not in any case exceed 45 days end of the month or 60 days net, date of issue of the invoice.
- 1.3. Save if otherwise agreed by Seller, all payments by Purchaser must be made by 100% irrevocable letter of credit, confirmed by a bank acceptable to Seller and payable upon presentation of shipping documents. In the event Seller agrees in writing to grant credit terms to Purchaser and Purchaser is late in effecting payment, Seller will send a reminder by registered post or by any other mean. If thereafter Purchaser still fails to effect payment within the grace period granted, interest shall automatically accrue on the overdue amount at a rate equal to the interest rate applied by the European Central Bank at the time of the most recent refinancing deal increased by 8 percentage points, as of the date when the invoice became due until receipt by Seller of the full invoiced amount. In addition, in case of late payment, Seller reserves the right to require full payment of the price for any outstanding order prior to delivery irrespective of the payment terms contained in the order or to suspend or terminate any outstanding contract or order, without prejudice to any other right or remedy of Seller at law or under these Conditions.

2. DELIVERY – TRANSPORT

- 2.1. The Products shall be delivered EXW Seller’s factory or warehouse on the agreed date, either by collection by Purchaser (directly or through a freight forwarder or transporter) or simple notification from Seller that the Products are available for collection. If Purchaser fails to take delivery of the Products within 8 days of the agreed delivery date or notification of availability, Purchaser shall nevertheless be required to make all payments due on the dates specified in the contract and the undelivered Products shall be stored by Seller at a place of its choice, at Purchaser’s sole risk and expense. Similarly, the warranty period shall start accruing as from the initial delivery date. If the sale occurs by removal of the Products from a consignment stock, Purchaser will send a report to Seller every week detailing the Products removed from the consignment stock and Seller will issue an invoice for those Products. The date of removal shall be deemed to be the date of delivery.
- 2.2. Seller will use all reasonable endeavours to deliver Products by the agreed delivery dates and reserves the right to deliver in one or more instalments. In the event of delay, Seller shall not be liable for any loss or damage including but not limited to any penalties or liquidated damages, and Purchaser shall not be entitled to cancel the order or withhold any payment due.
- 2.3. Risk in the Products shall pass to Purchaser on delivery, and title in accordance with clause 9 below. Save where otherwise agreed by the parties, Purchaser shall subscribe and maintain insurance for the full value of the Products during transport.
- 2.4. Any claim for damage or loss to the Products whilst in transit shall be made by Purchaser against the carrier.
- 2.5. If Seller agrees to ship the Products to Purchaser, Seller shall choose the method of transport and the carrier, save where Seller and Purchaser agree on the use of a specific carrier. In any event, transport costs shall be borne by Purchaser save where otherwise agreed by the parties. If transport is arranged by Purchaser, Purchaser shall procure suitable means of transport and shall ensure, under its responsibility, that they comply with technical and safety requirements under Serbian law, in each and all transit countries and in the country of destination of the Product. Seller reserves the right to refuse to load the Products if Seller believes, in its unquestionable opinion, that the means provided are not safe or not entirely compliant with the applicable safety standards. However, allowing loading of the Products shall never entail any liability for Seller in this regard.
- 2.6. Claims for shortages, for damage to the Products or defects in the Products visible on inspection, must be notified by registered mail to Seller within thirty (30) days from date of shipment from Seller’s factory or warehouse, failing which Purchaser will be deemed to have accepted the Products. After acceptance Purchaser shall not be entitled to reject any Products. In case of partial deliveries over a period of time, any dispute or complaint relating to one delivery shall not affect the other deliveries.
- 2.7. The weight and measure of the Products at time of delivery indicated on Seller’s delivery note shall be binding on the parties.
- 2.8. No Product shall be returned to Seller without Seller’s prior written consent. The cost and risk of returning Products shall be borne by Purchaser. If after verification of the quality and quantity of the returned Products, Seller accepts the returned Products, Purchaser shall be entitled to a credit that shall be paid as per the payment terms agreed in the order.

3. WARRANTY

- 3.1. Seller warrants that all Products manufactured by Seller and supplied to Purchaser shall remain free from defects in material and workmanship for the limitation period as from the date of manufacturing. In respect of Products or components manufactured and supplied to Seller by third parties, Seller will pass on to Purchaser (in so far as possible and provided that Seller does not incur any costs) the benefit of any warranty granted to Seller.
- 3.2. Seller further warrants that the Products will have passed any performance tests referred to in the agreed specifications. If Seller is unable to undertake performance tests for reasons beyond its control, within one (1) year after the delivery of the Products or sixty (60) days after the Products are first put into operation, whichever shall first occur, the Products shall be deemed to have satisfied this undertaking and all liability of Seller therefor shall terminate. Unless expressly agreed otherwise, Seller warrants only that the Products will be fit for the purpose they were designed for and does not guarantee that the Products will be fit for any specific purpose Purchaser intends to use them for, even if Seller has been informed by Purchaser of such specific purpose.
- 3.3. If during the warranty period it is proved that the Product was defective at the time of delivery, it shall be repaired at Seller’s plant or replaced free of charge FOB agreed port, provided that Seller receives written notice, by registered mail with A/R, of any defect in

the Products within eight (8) days from the date such defect is first discovered and in any event prior to the end of the warranty period. Seller may ask Purchaser to return the defective Product to Seller at Purchaser's expense, so that Seller can verify that the defect is caused solely by Seller's faulty design, materials or workmanship. Seller shall not be liable for any costs of dismantling, removing and reinstalling Products or for any other related expenses, all of which shall be borne by Purchaser. Repaired or replaced Products shall be redelivered to Purchaser in accordance with and subject to these Conditions save that the warranty period for the replacement Products shall not exceed the unexpired portion of the original warranty period.

- 3.4. Seller's sole liability under this warranty clause shall be the replacement or repair free of charge of any Product that Seller acknowledged to be defective. Seller shall also have the option of recovering the Product at Seller's cost and reimbursing to Purchaser all sums received for Product recovered, in which event Seller shall have no further liability to Purchaser.
- 3.5. Any repairs or changes made to the Products by a third party or by Purchaser without the prior written consent of Seller shall not be reimbursed and shall invalidate Seller's warranty. Purchaser shall be solely liable for any deterioration or change to the Product caused or made by Purchaser or occurring after delivery.
- 3.6. Limitation of Warranty : The warranty and remedies defined above set out the entire liability of Seller in respect of the sale of the Products and shall be to the exclusion of all other conditions or warranties whatsoever concerning the Products, whether express or implied, by statute, at common law or otherwise.
- 3.7. The warranties and remedies set forth herein are further conditioned upon the proper receipt, handling, storage and installation of Seller's furnished Products, upon the Products not being operated beyond their rating and, in all respects, being operated and maintained in a normal and proper manner and not having been subjected to accident, alteration, abuse or misuse.
4. LIMITATION OF LIABILITY
 - 4.1. Seller's aggregate liability arising out of or in connection with any contract or purchase order whether based on breach of contract, statutory warranty, the law of tort or negligence, or otherwise, shall in no event exceed the price of the Products with respect to which a claim is made, in addition to the cost of repair or replacement of such defective Product, save that nothing in these Conditions shall affect either party's liability for death or personal injury to any person to the extent caused by the negligence of such party, its employees, or authorised agents. For the purposes of this clause 4.1, the price of the Products shall be the invoiced price.
 - 4.2. Seller shall not be liable whether by way of indemnity or by reason of any breach of contract or in tort (including but not limited to negligence) for any indirect, special, incidental or consequential losses or damage such as loss of use of the Products, loss or alteration of data, damage to reputation, loss of profit or any other financial or economic loss or damage whatsoever as well as financing costs or increase in operating costs, howsoever arising.
 - 4.3. Accordingly, Purchaser expressly waives its right to make any claims against Seller or its insurers or demand any remedy in excess of the amount stipulated in clause 4.1 above or of a kind excluded by clause 4.2 above, and warrants that it will obtain a waiver of subrogation from its insurers in favour of Seller.
 - 4.4. If a third party submits an indemnity/compensation claim for damages consequential to and/or arising out of the delivery of the Product, Purchaser shall hold Seller or his duly-authorised representatives or employees or agents harmless from any amount awarded against Seller (such repayment obligation including, without limitation, reasonable attorney costs, advances, expenses, charges, tax,...also deriving from legal proceedings), provided that the cause of the compensation claim submitted against Seller derives from Purchaser's position after delivery.
5. CHANGES IN DESIGN OR PROCESS
 - 5.1. Seller reserves the right in its sole discretion and without notice, to make changes to the design or method of manufacture of the Products provided that the Products continue to meet any applicable performance specifications, and to add and withdraw Products from its product catalogues.
 - 5.2. Seller will be under no obligation to make any changes to the Products requested by Purchaser unless a mutually acceptable change order is signed by Seller and Purchaser.
6. INTELLECTUAL PROPERTY RIGHTS
 - 6.1. Seller shall, at its own expense, defend and hold Purchaser harmless against any claims made against Purchaser for infringement of a valid third party patent issued in the European Union, subject to the limits fixed below and provided that Purchaser (i) gives Seller prompt notice of such claim being made or action threatened; (ii) allows Seller to assume sole authority to conduct the defence or settlement of such claim or any negotiations related thereto with the lawyers selected by Seller; (iii) provides Seller with all reasonable information, cooperation and assistance requested by Seller in connection with such claim; and (iv) refrains from making any admission and/or settlement without Seller's prior written consent.
 - 6.2. If a judgment awarded against Purchaser, pursuant to clause 6.1, declares the Product infringing or prohibits its use, Seller shall, at its option: (i) replace the infringing Products by non infringing Products; or (ii) procure a licence to Purchaser to use the Products on reasonable conditions; or (iii) refund to Purchaser the purchase price of the Products less straight line depreciation of the Products over 15 years from the date of delivery.
 - 6.3. The foregoing sets forth Purchaser's sole and exclusive remedies against Seller in connection with claims based on infringement of any third party patent by Seller's Product. Furthermore Seller's liability pursuant to this clause 6 is expressly limited to the purchase price of the infringing Products, and Seller shall not be liable for any indirect, special, incidental or consequential losses or damage, including but not limited to loss of use of the Products.
 - 6.4. The provisions of this clause 6 shall not apply to any claims based on (i) Seller's compliance with Purchaser's design, drawings or specifications; or (ii) use of Product in a manner or for a purpose which was unknown to Seller; or (iii) the assembly, function or use of Product in conjunction with a product not supplied by Seller; or (iv) the modification of Product by Purchaser or by a third party; or (v) infringement arising in a country other than the country where Product is delivered to Purchaser as provided for in the contract or purchase order.
7. FORCE MAJEURE
 - 7.1. Seller shall not be considered in default in the performance of its obligations hereunder or be liable in damages or otherwise for any failure or delay in performance which is due to Force Majeure, i.e., strike, lockout or other industrial disturbance (at Seller facilities or at the facilities of Seller's suppliers or hauliers), fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, terrorism, pandemics, epidemics, quarantines or other public health emergencies of similar nature, curtailment, shortage, rationing or allocation of sources of supply or labour, materials, transportation, energy, or utilities, accident, Act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with acts of government and government regulations (whether or not valid), embargo or any other cause beyond the reasonable control of Seller.
 - 7.2. In the event of delay arising from Force Majeure, time of performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay.
 - 7.3. In the event that a delivery or service is impossible or cannot reasonably be rendered due to Force Majeure, Seller shall be entitled to reduce the quantity of the goods sold, delay the shipment date or cancel the sale at the current status, with no right for Purchaser to receive any compensation or indemnity whatsoever and without prejudice to Seller's right to obtain payment for any deliveries already made.

8. DRAWINGS

All drawings, bills of materials, technical data sheets, specifications, diagrams, operating manuals and other documentation prepared by Seller or otherwise obtained by Seller shall remain the exclusive property of Seller. If Seller has agreed to supply them to Purchaser, any such documents shall become the property of Purchaser provided, however, that (i) Purchaser undertakes to use them exclusively for the purposes of installing, operating, maintaining, modifying or repairing the Products supplied to Purchaser; and (ii) Purchaser undertakes not to disclose them to third parties without Seller's prior written consent. Purchaser shall assume any and all responsibility in respect of the trademarks, names and badges that it requires be affixed onto the Products supplied. Should these products be repackaged or processed in some way, the use of such trademarks, names or logos will not be permitted.

9. RETENTION OF TITLE

9.1. Title to Product shall not pass from Seller until Purchaser has paid Seller unconditionally and in full and cleared funds all monies due under the contract, including but not limited to any interest due on the price. Payment made by bill of exchange or any similar method will only be deemed to have been made once effectively received by Seller.

9.2. Until title to Product passes from Seller as set forth above, Purchaser shall mark consignment stock of Product on Purchaser's premises in such a way that Product is clearly identifiable as Seller's property. Purchaser shall store Product under Seller's title separately from all other goods in its possession, failing which Seller may demand immediate payment of the price. Purchaser agrees to insure them against fire, theft and flood and hereby transfers to Seller any and all rights to insurance compensation indemnities and any other right associated. If a third party tries to seize or take possession of Product, Purchaser shall immediately notify Seller. Further, Purchaser shall refrain from permitting any charge, encumbrance or lien to be created in relation to Product or from reselling Product. In case Seller claims Product back, the sale contract or order shall be automatically cancelled, without prejudice to any other right or remedy of Seller. All costs incurred by Seller in repossessing Product shall be borne by Purchaser.

10. ACCEPTANCE OF CONDITIONS

10.1. These Conditions govern all sales by Seller and constitute the entire agreement between the parties relating to the sale of the Products. Purchaser's issuing an order for Product entails acceptance without reservation of these Conditions and the waiver by Purchaser of any general conditions of purchase contained or referred to in Purchaser's order or correspondence, or in any other commercial documentation, irrespective of when such conditions of purchase are received by Seller.

10.2. Any different or additional terms specified by Purchaser or changes to the conditions made by Purchaser at the time of placing its order or thereafter are hereby expressly excluded and shall not be binding on Seller, except if specifically agreed to in writing by a duly authorised officer of Seller. Neither the silence of Seller nor the delivery by Seller of the Products shall constitute acceptance of such different or additional terms or of any changes made to these Conditions by Purchaser.

11. SUB CONTRACTING - ASSIGNMENT

11.1. Seller may sub-contract or assign to any affiliated company, successor in interest whether by merger, amalgamation, reconstruction or otherwise, or the purchaser of the whole or substantially all of the assets comprising its business, all or part of its rights and the performance of its obligations under any contract formed or order placed pursuant to these Conditions, without having to obtain the consent of Purchaser. Purchaser shall have no right to terminate any contract or order or claim compensation or indemnity by reason of Seller sub-contracting or assigning all or part of its rights and obligations.

11.2. The transfer or assignment by Purchaser of its rights and obligations under any contract formed or order placed pursuant to these Conditions shall be subject to the prior written consent of Seller.

12. TERMINATION

12.1. If after communication of these Conditions Purchaser wishes to terminate a contract or cancel an order prior to performance, it shall give Seller at least 60 days prior written notice, giving its reasons for such termination or cancellation.

12.2. If Purchaser terminates a contract or cancels a purchase order in accordance with clause 12.1 above, it shall on first demand reimburse to Seller all costs incurred by Seller in connection with the manufacture of the Product, as well as all costs and expenses arising due to termination of contracts with Seller's suppliers and sub-contractors.

12.3. Subject to applicable laws, Seller may terminate forthwith all contracts and pending purchase orders after communication of these Conditions in the event that (a) Purchaser fails to pay for any Products by the due date; or (b) Purchaser makes any arrangement with or composition for the benefit of its creditors; or (c) any petition for the winding-up of Purchaser is passed or presented (other than for the purposes of amalgamation or reconstruction); or (d) a receiver or administrative receiver, administrator or manager is appointed over the whole or any part of Purchaser's business.

Purchaser's solvency is a condition of Seller's performance and Seller may, at any time, in its sole discretion (including a good faith belief that a current or future payment is or may be impaired) or because of Purchaser's breach of this or any other agreement with Seller, suspend or change credit terms, fix a limit on credit, require process payments, demand payment of any outstanding balance, withhold shipments, request assurances of payment, cancel or terminate any order to agreement, or repossess all Product previously delivered, which Product shall become the absolute property of Seller subject to credit therefore.

13. No WAIVER

No failure by Seller to exercise, nor any delay by Seller in exercising any of its rights, powers, privileges or remedies under these Conditions shall be construed as a waiver thereof, nor shall it prevent Seller from subsequently enforcing any right, power, privilege or remedy or treating any breach by Purchaser as a repudiation of contract.

14. SEVERABILITY

Should any term, clause or provision contained in these Conditions be declared to be or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision, or of any contract between the Parties based on these Conditions.

15. NOTICES

Any notice given pursuant to these Conditions shall be sent by registered post with return receipt requested.

16. GOVERNING LAW – JURISDICTION

These Conditions, all contracts entered into after communication of these Conditions and the sale of the Products pursuant thereto shall be governed by the laws of Serbia. Any dispute arising in connection with any contract, purchase order and the sale of Products after communication of these Conditions shall be finally settled by arbitration in Paris, under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with said Rules unless the Parties agree on one (1) arbitrator. The arbitration will be conducted in the English language.

17. RESERVATION OF COPPER – PROVISION OF COPPER

17.1. Purchaser may request Seller to make reservations of copper on its behalf, for the manufacture of Products to be delivered to Purchaser. If Seller accepts, Seller shall make reservations of copper on behalf of Purchaser for the quantities and the reservation periods agreed by Seller with Purchaser.

17.2. If Seller makes reservations of copper as per 17.1 above, Purchaser irrevocably undertakes to purchaser from Seller, by or before the end of the agreed period of reservation and in accordance with the schedule agreed, quantities of Product representing at least the quantity of copper reserved, failing which Purchaser may at the latest 3 days before the end of the period of reservation request

in writing the extension of the period for the quantity of copper reserved which it has not ordered Products for. If Seller accepts to extend the period, Purchaser shall indemnify Seller for all costs and expenses incurred by Seller in connection therewith, including without limitation the financial cost to Seller calculated at the EURIBOR rate applicable during the period of extension plus 2%. If Purchaser does not ask for an extension or requests an extension after the deadline set forth above, or Seller refuses an extension, Purchaser will indemnify Seller on first demand for the purchase cost of the outstanding quantities of copper reserved but not ordered by Purchaser (based on the price actually paid therefore by Seller) as well as for all related costs, expenses and losses incurred or suffered by Seller in connection with the reservation.

- 17.3. In case of futures contracts entered into for a period exceeding two months from the date of the contract, such reservations shall be subject to the following terms: "If futures Euro prices on the London Metal Exchange (LME) fall under the contract Euro LME price for the contracted delivery months, thus creating a loss at time of securing the LME futures positions, Seller reserves the right to require from Purchaser an advance payment or margin call corresponding to the estimated loss. Such payment or call shall be payable upon receipt of invoice."
- 17.4. If Purchaser provides copper to Seller for transformation, Purchaser undertakes to deliver the copper to the factory indicated by Seller in the form of cathodes, at least one month before the scheduled date of delivery of the Products. In the event of delay in delivery of the copper cathodes, Purchaser shall indemnify Seller for costs incurred by Seller as a result of such delay and/or Seller will be entitled to charge interest to Purchaser calculated in accordance with clause 17.2 above.

OPŠTI USLOVI PRODAJE

Essex Solutions Balkan d.o.o. ("Prodavac")

Preambula

Ovi Opšti uslovi prodaje („Uslovi“) se primenjuju na sve prodaje od strane Prodavca. „Proizvodi“ označavaju artikle koje Kupac pristaje da kupi od Prodavca i/ili bilo koju uslugu koju će Prodavac izvršiti, „Kupac“ označava subjekt koji kupuje ili pristaje da kupi Proizvode od Prodavca, a svako upućivanje na uslove isporuke odnosi se na Izdanje Incoterms Međunarodne privredne komore za 2020. godinu.

1. PONUDA – CENA – FAKTURISANJE – OTKAZ I POVRAT
 - 1.1. Ukoliko nije drugačije pismeno ugovoreno, ponude i tenderi koje je objavio Prodavac ostaju otvoreni za prihvatanje petnaest (15) dana od datuma izdavanja, a za otpremu najkasnije 3 meseca od datuma narudžbine. Prodavac ih može revidirati pre nego što ih Kupac prihvati. Narudžbina Kupca neće biti obavezujuća za Prodavca sve dok se Kupcu ne dostavi pismeno obaveštenje o potvrdi narudžbine.
 - 1.2. Ukoliko nije drugačije navedeno, cene navedene u Prodavčevoj ponudi, tenderu ili potvrdi narudžbine su EXW (Incoterms 2020) u Prodavčevoj fabrici ili skladištu, bez pakovanja, PDV-a i bilo kog drugog poreza ili taksi. Prodavac zadržava pravo da u bilo kom trenutku revidira cene. Dostavljene količine se mogu razlikovati za +/- 15% između naručenih i isporučenih količina, a s tim u vezi, Kupac nema pravo da podnese bilo kakav zahtev. Faktura će biti izdata na osnovu stvarno dostavljene količine i poslata Kupcu za svaku isporuku pojedinačno. Svi odobreni popusti biće navedeni na potvrdi narudžbine ili na fakturi. Kreditno zaduženje se daje po vlastitom nahođenju Prodavca. Ako je kreditno zadužen, Prodavac može u bilo kom trenutku promeniti iznos kredita ili ga povući, prema sopstvenom nahođenju. Naknade za i vezane za Proizvode i Usluge podložne su prilagođavanju na slučaju da dođe do povećanja troškova usled okolnosti kao što su, ali ne ograničavajući se na, promene u državnoj energetskej politici, poskupljenje goriva i energije, poskupljenje hemikalija ili materijala, nestašica materijala i snabdevanja, troškovi prevoza i slanja. Svaka prihvaćena narudžbina koja zahteva posebne proizvodne procese, proveru, specifično merenje, pakovanje, rezultate ispitivanja, sertifikate itd. podleže dodatnim troškovima. Uslovi plaćanja ne smeju ni u kom slučaju premašiti 45 dana na kraju meseca ili neto 60 dana, od datuma izdavanja računa.
 - 1.3. Osim ako se Prodavac drugačije ne saglasi, sva plaćanja od strane Kupca moraju biti izvršena 100% neopozivim akreditivom, koji je potvrdila banka prihvatljiva za Prodavca i plativim nakon predočenja otpremnih dokumenata. U slučaju da se Prodavac pismeno složi da Kupcu odobri kreditne uslove, a Kupac kasni sa izvršenjem plaćanja, Prodavac će poslati podsetnik preporučenom poštom ili na bilo koji drugi način. Ako Kupac i naknadno ne izvrši plaćanje u odobrenom grejs periodu, kamata će se automatski obračunati na zaostali iznos po stopi jednakoj kamatnoj stopi koju primenjuje Evropska centralna banka u trenutku poslednjeg refinansiranja, uvećanog za 10 procentnih poena, počev od dana kada je faktura dospela do trenutka kada je Prodavac primio puni fakturisani iznos. Pored toga, u slučaju kašnjenja u plaćanju, Prodavac zadržava pravo da zahteva punu isplatu cene za svaku neizvršenu narudžbinu pre isporuke, bez obzira na uslove plaćanja sadržanih u narudžbenici, ili da suspenduje ili raskine bilo kojii neizmireni ugovor ili narudžbenicu, ne dovodeći u pitanje bilo koje drugo pravo ili pravni lek Prodavca po zakonu ili u skladu sa ovim Uslovima.
2. ISPORUKA – PREVOZProizvodi se isporučuju po paritetu EXW u fabrici ili skladištu Prodavca na dogovoreni datum, bilo preuzimanjem od strane Kupca (direktno ili preko špeditera ili prevoznika) ili jednostavnim obaveštenjem Prodavca da su Proizvodi dostupni za preuzimanje. Ako Kupac ne preuzme Proizvode u roku od 8 dana od dogovorenog datuma isporuke ili obaveštenja o raspoloživosti, biće dužan, uprkos tome, da izvrši sva dospela plaćanja na dane navedene u ugovoru, a neisporučene Proizvode će Prodavac skladištiti na mesto po svom izboru, na rizik i trošak Kupca. Isto tako, garantni rok počinje da teče od inicijalnog datuma isporuke. Ako se prodaja vrši uzimanjem Proizvoda iz konsignacionog skladišta, Kupac će svake nedelje slati izveštaje Prodavcu u kojem će detaljno opisati Proizvode koji su uzeti iz konsignacionog skladišta, a Prodavac će izdati račun za te Proizvode. Datum uzimanja Proizvoda iz konsignacionog skladišta smatraće se danom isporuke.
 - 2.2. Prodavac će učiniti razuman napor da isporuči Proizvode do dogovorenih datuma isporuke i zadržava pravo isporuke u jednoj ili više tranši. U slučaju kašnjenja, Prodavac neće biti odgovoran za bilo kakav gubitak ili štetu, uključujući, ali ne ograničavajući se na bilo kakve penale ili ugovornu kaznu, a Kupac neće imati pravo da otkáže narudžbinu ili da zadrži bilo kakvu dospelu uplatu.
 - 2.3. Rizik u vezi Proizvoda prelazi na Kupca prilikom isporuke, a vlasništvo prelazi u skladu sa dole navedenom odredbom člana 9. Osim ukoliko se stranke drugačije ne dogovore, Kupac će se ugovoriti i održavati osiguranje za celu vrednost Proizvoda tokom transporta.
 - 2.4. Svaki zahtev usled oštećenja ili gubitka Proizvoda nastalih tokom prevoza, podnosi Kupac protiv prevoznika.
 - 2.5. Ako se Prodavac slaže da isporuči Proizvode Kupcu, Prodavac će odabrati način transporta i prevoznika, osim ako se Prodavac i Kupac dogovore o korišćenju određenog prevoznika. U svakom slučaju, troškove prevoza snosi Kupac, osim ako se ugovorne strane drugačije ne dogovore. Ako prevoz organizuje Kupac, Kupac će obezbediti odgovarajuće prevozno sredstvo i obezbediti, na svoju odgovornost, da ona ispunjavaju tehničke i bezbednosne zahteve prema srpskom zakonu, u svim zemljama tranzita i u zemlji odredišta Proizvoda. Prodavac zadržava pravo da odbije utovar Proizvoda ako smatra, po njegovom mišljenju, da obezbeđena sredstva nisu sigurna ili nisu u potpunosti u skladu sa važećim bezbednosnim standardima. Međutim, dopuštanje utovara Proizvoda neće sa sobom, ni u kom slučaju, povući i odgovornost Prodavca u vezi s tim.
 - 2.6. Primedbe o manjku, oštećenju Proizvoda ili nedostacima Proizvoda vidljivih prilikom pregleda, moraju se dostaviti preporučenom poštom Prodavcu u roku od trideset (30) dana od dana otpreme iz Prodavčeve fabrike ili skladišta, a ukoliko to ne učini, smatraće se da je Kupac prihvatio Proizvode bez primedbi. Nakon prihvatanja, Kupac nema pravo da odbije nijedan Proizvod. U slučaju isporuka u više tranši tokom određenog vremenskog perioda, bilo kakav spor ili žalba koja se odnosi na jednu tranšu neće uticati na ostale tranše.
 - 2.7. Težina i mera Proizvoda u trenutku isporuke koja je navedena na Prodavčevoj otpremnici je obavezujuća za obe ugovorne strane.
 - 2.8. Nijedan Proizvod neće biti vraćen Prodavcu bez prethodne pismene saglasnosti Prodavca. Troškove i rizik vraćanja Proizvoda snosi Kupac. Ako nakon verifikacije kvaliteta i količine vraćenih Proizvoda, Prodavac prihvati vraćene Proizvode, Kupac ima pravo na povraćaj odgovarajućeg dela cene, u skladu sa uslovima plaćanja utvrđenim u narudžbenici.
3. GARANCIJA
 - 3.1. Prodavac garantuje da će svi Proizvodi koje proizvodi Prodavac i koji se isporučuju Kupcu, biti bez oštećenja u smislu sastava i izrade tokom ograničenog perioda, počev od datuma proizvodnje. U pogledu Proizvoda ili komponenti koje su proizveli i dobavili treća lica Prodavcu, Prodavac će preneti Kupcu (koliko je to moguće i pod uslovom da Prodavac ne snosi nikakve troškove) korist od bilo koje garancije koja je data Prodavcu.
 - 3.2. Prodavac dalje garantuje da će Proizvodi proći sve testove performansi navedene u dogovorenim specifikacijama. Ako Prodavac nije u mogućnosti da izvrši testove performansi iz razloga koji nisu pod njegovom kontrolom, u roku od jedne (1) godine od isporuke Proizvoda ili šezdeset (60) dana nakon puštanja Proizvoda u rad, koji god prvi rok istekne, smatraće se da je ispunjena ova obaveza i sva odgovornost Prodavca za njih prestaje. Ukoliko nije izričito drugačije ugovoreno, Prodavac garantuje da će Proizvodi biti u skladu sa namenom za koju su dizajnirani i ne garantuje da će Proizvodi biti prikladni za bilo koju određenu svrhu za koju ih Kupac koristi, čak i ako je Prodavac o takvoj posebnoj svrsi obavestio Kupca.

- 3.3. Ako se tokom garantnog perioda dokaže da je Proizvod u trenutku isporuke bio neispravan, on će se popraviti u Prodavčevoj fabrici ili zameniti besplatno po pravilima FOB klauzule, pod uslovom da Prodavac primi pismeno obaveštenje, preporučenom poštom, sa oznakom A/R, o bilo kakvoj neispravnosti Proizvoda, u roku od osam (8) dana od datuma kada je takav nedostatak otkriven, a u svakom slučaju pre isteka garantnog roka. Prodavac može tražiti od Kupca da vrati neispravni Proizvod Prodavcu o trošku Kupca, tako da Prodavac može proveriti da li je kvar nastao isključivo Prodavačevim neispravnim dizajnom, materijalima ili izradom. Prodavac neće biti odgovoran za bilo kakve troškove demontaže, uklanjanja i ponovne postavke Proizvoda ili za bilo koje druge povezane troškove, a koje sve snosi Kupac. Popravljeni ili zamenjeni Proizvodi biće ponovo dostavljeni Kupcu u skladu sa ovim Uslovima i pod uslovom da garancija za zamenjene Proizvode ne prelazi preostali deo originalnog garantnog roka.
- 3.4. Jedina odgovornost Prodavca prema ovoj garantnoj klauzuli je zamena ili popravka bilo kog Proizvoda za koji je Prodavac utvrdio da je neispravan. Prodavac takođe ima mogućnost povrata Proizvoda po trošku Prodavca i refundaciju Kupcu svih iznosa primljenih za vraćeni Proizvod, u kom slučaju Prodavac neće imati dalju odgovornost prema Kupcu.
- 3.5. Bilo kakve popravke ili promene Proizvoda koju je izvršila treća strana ili Kupac bez prethodnog pismenog odobrenja Prodavca, neće se refundirati i poništiće garanciju Prodavca. Kupac jedini snosi odgovornost za svako propadanje ili promenu Proizvoda koje je prouzrokovao ili izvršio Kupac, ili koje je nastalo nakon isporuke.
- 3.6. Ograničenje garancije: Gore definisana garancija i pravni lekovi definišu svu odgovornost Prodavca u vezi sa prodajom Proizvoda i isključuju se svi drugi uslovi ili garancije koji se odnose na Proizvode, bilo izričite ili podrazumevane, statutom, opštim zakonom ili na neki drugi način.
- 3.7. Garancije i pravni lekovi su uslovljeni pravilnim prijemom, rukovanjem, skladištenjem i ugradnjom Prodavčevih sklopljenih Proizvoda, njihovim korišćenjem u skladu sa njihovom specifikacijom, u svakom pogledu, normalnim i pravilnim rukovanjem i održavanjem, kao i neizlaganjem štetnim radnjama, doradama, zloupotrebi ili pogrešnom upotrebom.
4. OGRANIČENJE ODGOVORNOSTI
 - 4.1. Prodavčeva zbirna odgovornost koja proizilazi iz ili u vezi sa bilo kojim ugovorom ili narudžbenicom, bilo da je zasnovana na kršenju ugovora, zakonskoj garanciji, pravila o oštećenju ili nepažnji ili na neki drugi način, ni u kom slučaju neće premašiti cenu Proizvoda u odnosu na koju se zahteva odgovornost, pored troškova popravke ili zamene takvog neispravnog Proizvoda, osim što ništa u ovim Uslovima ne utiče na odgovornost bilo koje strane za smrt ili lične povrede bilo koje osobe, u meri koja je prouzrokovana nepažnjom te ugovorne strane, njenih zaposlenih ili ovlašćenih agenata. Cena Proizvoda je, za potrebe ove tačke 4.1, fakturisana cena.
 - 4.2. Prodavac neće biti odgovoran, bilo po osnovu naknade van ugovorne ili ugovorne štete (uključujući, ali ne ograničavajući se na nepažnju) za bilo koju indirektnu štetu, izgubljenu dobit ili štetu kao što je gubitak ili izmena podataka, povreda ugleda, izgubljenu dobit ili bilo koju drugu finansijsku korist ili bilo koju drugu štetu, kao i troškove finansiranja ili uvećane operativne troškove koji mogu proizaći iz štetnog događaja.
 - 4.3. Shodno tome, Kupac se izričito odriče prava da traži bilo kakva potraživanja od Prodavca ili njegovih osiguravača ili zahteva bilo kakav pravni lek koji prelazi iznos naveden u gornjoj klauzuli 4.1 ili vrste isključene gornjom klauzulom 4.2, te garantuje da će izdejstvovati odricanje od subrogacije od svojih osiguravača u korist Prodavca.
 - 4.4. Ako treće lice podnese zahtev za odštetu / naknadu štete koja je posledica i / ili je nastala usled isporuke Proizvoda, Kupac će osloboditi odgovornosti Prodavca ili njegove propisno ovlašćene predstavnike ili zaposlene ili agente za sve iznose koji su dosuđeni protiv Prodavca (takva obaveza uključuje, bez ograničenja, razumne troškove advokata, predujmove, troškove, takse, porez, koji takođe proizilaze iz pravnih postupaka), pod uslovom da razlog za zahtev za naknadu, koji je podnesen protiv Prodavca, potiče iz položaja Kupca nakon isporuke.
5. PROMENE U DIZAJNU ILI PROCESU PROIZVODNJE
 - 5.1. Prodavac zadržava pravo da, prema sopstvenom nahođenju i bez prethodnog obaveštenja, izmeni dizajn ili proces proizvodnje Proizvoda, pod uslovom da Proizvodi i dalje ispunjavaju sve performanse, te da dodaje i povlači Proizvode iz svojih kataloga proizvoda.
 - 5.2. Prodavac nije u obavezi da vrši bilo kakve izmene na Proizvodima koje traži Kupac, osim ako Prodavac i Kupac ne potpišu obostrano prihvatljivi nalog za izmenu.
6. PRAVA INTELEKTUALNE SVOJINE
 - 6.1. Prodavac će, o svom trošku, zaštititi Kupca od bilo kakvih zahteva podnetih protiv Kupca zbog kršenja važećeg patenta treće strane, izdatog u Evropskoj uniji, u skladu sa granicama naglašenim ispod, a pod uslovom da Kupac (i) blagovremeno obavesti Prodavca da je takav zahtev podnet ili da mu preti takva radnja; (ii) dozvoli Prodavcu da preuzme isključivo ovlašćenje za vođenje odbrane ili namirenja takvog potraživanja ili bilo kakve pregovore vezane za njega, sa advokatima koje je izabrao Prodavac; (iii) pruža Prodavcu sve razumne informacije, saradnju i pomoć koju je Prodavac tražio u vezi sa takvim zahtevom; i (iv) suzdržava se od bilo kakvog prihvatanja i / ili nagodbe bez prethodnog pismenog pristanka Prodavca.
 - 6.2. Ako je presuda donesena protiv Kupca, u skladu sa odredbom 6.1, te proglašeno da Proizvod krši pravo patenta drugog ili zabranjuje njegovu upotrebu, Prodavac će, po svom izboru: (i) zameniti Proizvode koji krše pravo patenta drugim Proizvodima koji ne krše; ili (ii) nabaviti licencu Kupcu za korišćenje Proizvoda pod razumnim uslovima; ili (iii) refundirati kupovnu cenu Proizvoda Kupcu, umanjenju za amortizaciju Proizvoda tokom 15 godina od datuma isporuke.
 - 6.3. Gore navedeno predstavlja jedini i isključivi pravni lek Kupca protiv Prodavca u vezi sa zahtevima koji su zasnovani na kršenju bilo kog prava patenta treće strane od strane Prodavčevog Proizvoda. Nadalje, odgovornost Prodavca, prema ovoj tački 6, izričito je ograničena na kupoprodajnu cenu Proizvoda koji krši pravo patenta drugih, a Prodavac neće biti odgovoran za bilo kakve indirektno, posebne, slučajne ili posledične gubitke ili oštećenja, uključujući, ali ne ograničavajući se na gubitak upotrebe Proizvoda.
 - 6.4. Odredbe ovog člana 6 ne primenjuju se na slučajeve zasnovane na (i) prilagođavanju Prodavca dizajnu, crtežima ili drugim specifikacijama dostavljenim od strane Kupca; ili (ii) upotrebi Proizvoda na način ili u svrhu koja je bila nepoznata Prodavcu; ili (iii) sklapanju, funkcionisanju ili upotrebi Proizvoda u kombinaciji sa proizvodom koji nije isporučio Prodavac; ili (iv) modifikaciji Proizvoda od strane Kupca ili treće strane; ili (v) povredi nastaloj u zemlji koja nije zemlja u kojoj se Proizvod isporučio Kupcu, kako je predviđeno ugovorom ili narudžbenicom.
7. VIŠA SILA
 - 7.1. Neće se smatrati da Prodavac nije ispunio svoje obaveze ovde definisane, niti da je odgovoran za štetu ili na drugi način za bilo kakav neuspeh ili kašnjenje u izvršavanju koje nastane usled više sile, odnosno štrajka, zatvaranja radnih prostorija ili druge industrijske smetnje (u objektima Prodavca ili u objektima dobavljača ili prevoznika Prodavca), požara, eksplozija, poplava ili drugih prirodnih katastrofa, građanskih nereda, pobuna ili oružanih sukoba, bez obzira da li su proglašeni ili neprijavljeni, terorizma, pandemije, epidemije, karantina ili drugih vanrednih situacija u javnom zdravlju slične prirode, uskraćivanja, nestašica, određivanja ili preraspodela izvora snabdevanja ili radne snage, materijala, transporta, energije ili komunalnih usluga, nesreća, Božijeg čina, kašnjenja kooperanata ili dobavljača, tolerancije ili dobrovoljnog poštovanja akata vlade i vladinih propisa (bez obzira da li su važeći ili ne), embarga ili bilo kog drugog razloga izvan razumne kontrole Prodavca.
 - 7.2. U slučaju kašnjenja nastalog usled više sile, vreme postupanja se produžava za vremenski razumno potreban period da se prevaziđe efekat kašnjenja.
 - 7.3. U slučaju da je isporuka ili usluga nemoguća ili se ne može razumno izvršiti usled nastupanja više sile, Prodavac ima pravo da smanji

količinu prodate robe, odloži datum otpreme ili otkáže prodaju u trenutnom statusu, bez prava Kupca da dobije bilo kakvu isplatu ili naknadu štete i bez uticaja na pravo Prodavca na isplatu za već izvršene isporuke.

8. CRTEŽI

8.1. Svi crteži, računi materijala, tabelle tehničkih podataka, specifikacije, dijagrami, uputstva za upotrebu i druga dokumentacija pripremljena od strane Prodavca ili na drugi način dobijena od strane Prodavca ostaju isključivo vlasništvo Prodavca. Ako se Prodavac saglasio da ih isporuči Kupcu, svaki takav dokument će postati vlasništvo Kupca, pod uslovom da (i) se Kupac obavezuje da će ih koristiti isključivo u svrhu postavljanja, rukovanja, održavanja, modifikacije ili popravke Proizvoda koji se isporučuju Kupcu; i (ii) da se Kupac obavezuje da ih neće otkriti trećim licima bez prethodne pismene saglasnosti Prodavca. Kupac preuzima svaku odgovornost u vezi sa žigovima, imenima i oznakama koje zahteva da se stave na isporučene Proizvode. Ako se ovi Proizvodi prepackuju ili obrađuju na neki način, upotreba takvih žigova, imena ili naziva neće biti dozvoljena.

9. PRAVO VLASNIŠTVA

9.1. Pravo vlasništva nad Proizvodom neće preći sa Prodavca sve dok Kupac ne isplati Prodavcu bezrezervno i u celosti sva sredstva dospela po ugovoru, uključujući, ali ne ograničavajući se na pripadajuće kamate na iznos cene. Plaćanje izvršeno menicom ili bilo kojom sličnom metodom smatraće se da je izvršeno nakon što Prodavac efektivno primi isplatu.

9.2. Do prelaska vlasništva Proizvoda sa Prodavca, kao što je prethodno navedeno, Kupac će označiti pošiljku u prostorijama Kupca na način da je Proizvod jasno identifikovan kao vlasništvo Prodavca. Kupac će skladištiti Proizvod pod vlasništvom Prodavca odvojeno od sve ostale robe u njegovom vlasništvu, te će usled propusta u vezi sa tim Prodavac moći da odmah zahteva plaćanje cene. Kupac se slaže da će ih osigurati od požara, krađe i poplave i ovim putem Prodavcu prenosi sva prava na odštetu od osiguranja i bilo koja druga povezana prava. Ako treće lice pokuša da iskoristi ili preuzme vlasništvo nad Proizvodom, Kupac će odmah obavestiti Prodavca. Pored toga, Kupac neće dozvoliti bilo kakav trošak, opterećenja ili založno pravo u vezi sa Proizvodom ili od preprodaje Proizvoda. U slučaju da Prodavac zahteva povraćaj Proizvoda, kupoprodajni ugovor ili narudžbenica će se automatski otkazati, ne dovodeći u pitanje bilo koje drugo pravo ili pravni lek Prodavca. Sve troškove Prodavca prilikom ponovnog stavljanja u posed Proizvoda snosi Kupac.

10. PRIHVATANJE USLOVA

10.1. Ovi Uslovi regulišu svaku prodaju od strane Prodavca i predstavljaju celokupan sporazum između ugovornih strana povezanih sa prodajom Proizvoda. Izdavanje narudžbenice za Proizvod podrazumeva bezrezervno prihvatanje ovih Uslova i odricanje Kupca od bilo kakvih opštih uslova kupovine koji su sadržani ili navedeni u narudžbenici ili prepisci Kupca, ili bilo kojoj drugoj komercijalnoj dokumentaciji, bez obzira na to da je Prodavac primio takve uslove.

10.2. Bilo koji drugačiji ili dodatni uslovi koje je Kupac odredio ili promene uslova koje je Kupac postavio tokom izdavanja narudžbenice ili nakon toga, izričito su isključeni i nisu obavezujući za Prodavca, osim ako je data pismena saglasnost od strane ovlašćenog službenika Prodavca. Čitanje Prodavca, kao ni isporuka Proizvoda od strane Prodavca, ne predstavlja prihvatanje takvih različitih ili dodatnih uslova ili bilo kakvih drugih izmena od strane Kupca.

11. PODUGOVARANJE – USTUPANJE

11.1. Prodavac može podugovoriti ili ustupiti bilo kom zavisnom društvu, interesnom nasledniku, bilo stapanjem, spajanjem, rekonstrukcijom ili na neki drugi način, ili kupcu celokupne ili pretežno cele imovine društva koja obuhvata njeno poslovanje, sva ili deo njegovih prava i performansi njegovih obaveza, po osnovu bilo kog ugovora ili narudžbenice izdate u skladu sa ovim Uslovima, bez potrebe pribavljanja saglasnosti Kupca. Kupac nema pravo da raskine bilo koji ugovor ili narudžbenu, niti da zahteva nadoknadu ili odštetu iz razloga što Prodavac podugovara ili ustupa sva ili deo njegovih prava i obaveza.

11.2. Prenos ili ustupanje svojih prava i obaveza od strane Kupca, po osnovu bilo kog ugovora ili narudžbenice, izdate u skladu sa ovim Uslovima, podleže prethodnoj pisanoj saglasnosti Prodavca.

12. OTKAZ

12.1. Ako nakon saopštavanja ovih uslova Kupac želi raskinuti ugovor ili otkazati narudžbinu pre izvršenja, dužan je da dostavi pismeno obaveštenje Prodavcu najmanje 60 dana ranije, navodeći razloge takvog raskida ili otkaza.

12.2. Ako Kupac raskine ugovor ili otkáže narudžbinu u skladu sa stavom 12.1, Prodavcu će nadoknaditi sve troškove nastale u vezi sa proizvodnjom Proizvoda, kao i sve troškove i izdatke koji nastaju usled raskida ugovora sa dobavljačima i podugovaračima.

12.3. U skladu sa važećim zakonima, Prodavac može odmah raskinuti sve ugovore i neizvršene narudžbenice nakon obaveštavanja o ovim Uslovima u slučaju da (a) Kupac ne plati bilo koji Proizvod do određenog roka; ili (b) Kupac sklopi bilo kakav dogovor sa ili poravnanje u korist svojih poverilaca; ili (c) bude doneta odluka o započinjanju postupka likvidacije Kupca (osim za potrebe spajanja ili reorganizacije); ili (d) da su upravnik ili drugi zastupnik imenovani za raspolaganje imovinom Kupca.

Likvidnost Kupca je uslov Prodavčevog ispunjenja ovog ugovora i Prodavac može, u bilo kom trenutku, po sopstvenom nahođenju (uključujući postupanje u dobroj veri da je trenutna ili buduća isplata umanjena ili da može biti umanjena) ili zbog povrede ovog ili bilo kog drugog ugovora sa Prodavcem od strane Kupca, obustaviti ili promeniti kreditne uslove, odrediti limit kreditnih isplata, zahtevati proces plaćanja, zahtevati plaćanje bilo kog neizmirenog dugovanja, zadržati pošiljke, zahtevati garancije plaćanja, otkazati ili raskinuti bilo koju narudžbinu ugovora ili vratiti ponovo sve isporučene Proizvode, koji će postati apsolutno vlasništvo Prodavca, podložan isplati.

13. NEODRICANJE OD PRAVA

13.1. Neuspeh Prodavca da izvrši, niti bilo kakvo odlaganje Prodavca u izvršavanju prava, ovlašćenja, privilegija ili pravnih lekova u skladu sa ovim Uslovima, ne može se tumačiti kao odricanje od njih, niti sprečava Prodavca da naknadno izvrši bilo koje pravo, ovlašćenje, privilegiju ili pravni lek, niti se bilo kakvo kršenje od strane Kupca tretira kao odbacivanje ugovora.

14. PUNOVAŽNOST USLOVA

14.1. Ako bilo koji termin, klauzula ili odredba sadržana u ovim Uslovima bude proglašena ili se smatra nevažećim od strane nadležnog suda, takva odluka ili nevažnost ne utiče na valjanost bilo kog drugog termina, klauzule ili odredbe ili bilo kog ugovora između ugovornih strana, sklopljenog na osnovu ovih Uslova.

15. OBAVEŠTENJA

15.1. Svako obaveštenje dato u skladu sa ovim Uslovima šalje se preporučenom poštom sa povratnicom.

16. VAŽEĆE PRAVO – JURISDIKCIJA

16.1. Ovi Uslovi, svi ugovori zaključeni nakon objavljivanja ovih Uslova i prodaja Proizvoda u skladu sa njima, se uređuju zakonima Srbije. Svaki spor koji nastane u vezi sa bilo kojim ugovorom, narudžbenicom i prodajom Proizvoda nakon obaveštenja o ovim Uslovima, biće konačno rešen arbitražom u Parizu, prema Pravilima o mirenju i arbitraži Međunarodne privredne komore od strane tri (3) imenovana arbitra u skladu sa navedenim pravilima, osim ako se stranke dogovore o jednom (1) arbitru. Arbitraža će se odvijati na engleskom jeziku.

17. REZERVACIJA BAKRA – NABAVKA BAKRA

17.1. Kupac može zahtevati od Prodavca da u njegovo ime izvrši rezervaciju bakra, za proizvodnju Proizvoda, kako bi bio dostavljen Kupcu. Ako Prodavac prihvati, rezervisaće bakar u ime Kupca, za količine i period rezervacija koje je Prodavac dogovorio sa Kupcem.

17.2. Ako Prodavac rezerviše bakar, kao što je navedeno u tački 17.1, Kupac se neopozivo obavezuje da će od Prodavca otkupiti količine Proizvoda koje predstavljaju najmanju količinu rezervisanog bakra do ili pre isteka dogovorenog perioda rezervacije i u skladu sa

dogovorenim rasporedom, koje ako propusti može najkasnije u roku od 3 dana pre isteka roka za rezervaciju, pismeno zatražiti produženje roka za rezervisanu količinu bakra za koju nije naručio Proizvode. Ako Prodavac prihvati produženje roka, Kupac će nadoknaditi Prodavcu sve troškove i izdatke koji su nastali u vezi sa tim, od strane Prodavca, uključujući a ne ograničavajući se na finansijski trošak za Prodavca izračunat po stopi EURIBOR-a koja je primenljiva u periodu produženja plus 2%. Ako Kupac ne zatraži produženje ili zahteva produženje nakon gore navedenog roka, ili Prodavac odbije produžetak, Kupac će nadoknaditi Prodavcu, na prvi zahtev, nabavnu cenu neizmirenih količina rezervisanog, ali nenaručenog bakra od strane Kupca, (zasnovanu na ceni koju je stvarno platio Prodavac), kao i sve povezane troškove, izdatke i gubitke koji su nastali ili koje je pretrpeo Prodavac u vezi sa rezervacijom.

- 17.3. U slučaju budućih ugovora sklopljenih za period nakon isteka dva meseca od datuma ugovora, takve rezervacije podležu sledećim uslovima: "Ako fjučers Euro cene na Londonskoj berzi metala (LME) padnu ispod ugovorene cene Euro LME za ugovorene mesece isporuke, što stvara gubitak u trenutku obezbeđivanja LME fjučers pozicija, Prodavac zadržava pravo da od Kupca zahteva predujam plaćanja ili dodatnu isplatu koja odgovara procenjenom gubitku. Takvo plaćanje ili poziv za isplatu plaća se po primanju računa".
- 17.4. Ako Kupac isporuči Prodavcu bakar za transformaciju, Kupac se obavezuje da će bakar u obliku katoda, isporučiti u fabriku koju je Prodavac naznačio, najmanje mesec dana pre predviđenog datuma isporuke Proizvoda. U slučaju kašnjenja u isporuci bakarnih katoda, Kupac će naknaditi Prodavcu troškove nastale kao rezultat takvog kašnjenja i / ili Prodavac će imati pravo da naplati kamate Kupcu obračunato u skladu sa gornjom tačkom 17.2.