

<b>General conditions for the sale of copper pipes</b>
The Seller Copper tube Plant Majdanpek sell, copper pipes, hereinafter “the Goods”, as specified in Appendices/Addenda/Invoice, according to the conditions described below.
The ownership of the goods and the risk of loss and impairment thereof will pass from the Buyer to the Seller at the moment of transfer of risk from the Seller to the Buyer, in accordance with the above mentioned agreed upon delivery term, or under the terms of delivery indicated in the specification or invoice.
The Seller guarantees that the Goods delivered correspond to the requirement of the Buyer according to the specification.
The quality of the Goods is confirmed by the respective certificates of quality or standards, owned by the Seller.
The term of the delivery is set out in the Seller's offer and is calculated in calendar days, from the date of confirmation of order. The validity term of the offer is indicated in the offer. If the Buyer fails to accept the Goods in a timely manner, which is calculated from the expiry of 15th day from the date of the Seller's notice to the Buyer that the Goods have been put at his disposal, to the Buyer will be charged the penalty of 0.1% of the agreed upon price, for each day of delay (but not more than 5%).
The Seller will send a notice of the readiness of the Goods for delivery to the Buyer by fax or e-mail. The parties' information regarding the phone number, fax number and e-mail address must be indicated in the Contract or order
If the Buyer fails to accept the Goods within 3 months from the date of delivery of the notice that the Goods have been put at his disposal, it will be considered that he has renounced the Contract. In that case, the Buyer shall compensate the damage to the Seller in the amounting to 20% of the value of goods, for the entire quantity he has failed to accept.
The acceptance of the Goods by quality and quantity will take place at the place of delivery indicated in the CMR.
The Buyer is entitled to lodge a complaint to the Seller regarding the Goods: <ul style="list-style-type: none"> <li>- regarding the quantity – within 3 days from the date of receipt of the Goods at the place of delivery,</li> <li>- regarding the quality of the Goods – within 20 days from the date of receipt of the Goods at the place of unloading,</li> <li>- regarding the hidden defects of the Goods – within 90 days from the date of receipt of the Goods at the place of unloading.</li> </ul>
The Buyer shall, from the date of receipt till the further distribution or use of the goods, provide adequate conditions for keeping the Goods. The Buyer shall ensure that the Goods are kept in unimpaired package. The Buyer shall protect the Goods from rainfall and other factors that may damage the Goods. If the Buyer fails to proceed in accordance with the obligations referred to in this item, he will lose the rights arising from the complaint for damages, which may result from incorrect keeping of the Goods.
The Seller shall within 5 days from the date of receipt of the Buyer's complaint, notify the Buyer whether he will send a representative to check in the place of delivery together with the Buyer the reported damages to the Goods and other complaints regarding the quality. Upon the Seller's consent, the Buyer will propose also one independent person, representative of the competent Chamber of Commerce and

<p>Industry in the Buyer's country, to take part in the procedure of verification of the allegations from the complaint.</p>
<p>The complaint shall be made in writing, stamped with the signature of the authorized person and seal and delivered to the Seller by mail, e-mail or fax. In the complaint shall be indicated the quantity of the Goods for which the complaint has been lodged, and description of defects of the Goods, number of measurement and the number of invoice.</p>
<p>If the Buyer fails to deliver the complaint within the term provided for in this conditions, and if the conditions for keeping the Goods with the Buyer, provided for herein, are not met, the Buyer will lose the rights arising from the complaint.</p>
<p>The organization of transportation, transportation costs and other expenses will be payable by the seller or buyer in accordance with the conditions from the agreed upon Incoterms clause. The transportation form is agreed upon in accordance with the conditions contained in the specification.</p>
<p>In case of delay in payment for the Goods, the Seller shall be entitled to charge to and collect from the Buyer 0.1% of the value of the unpaid Goods for each day of delay as a compensation, however, the total compensation amount cannot exceed 5% of the value of the unpaid Goods.</p>
<p>In case of partial delivery or delay in delivery of more than 7 (seven) days against the agreed upon delivery deadline, the Buyer shall be entitled to charge to and collect from the Seller 0.1% of the value of the undelivered Goods for each day of delay as a compensation, however, the total compensation amount cannot exceed 5% of the value of the undelivered Goods.</p>
<p>The payment of penalties will not relieve the seller or buyer from fulfilment of the agreed upon obligations.</p>
<p>If the Seller suffers any damage due to pronounced offence or other fine resulting from the Buyer's delay in payment, which is sanctioned by the legislation of the Republic of Serbia, the Buyer shall compensate to the Seller the costs of fine and other associated costs, within 7 days from the date of the written notice sent to the Buyer.</p>
<p>If the Buyer without justified reason cancels the order, the Seller shall be entitled to the damage compensation in the amount of 20% value of goods, which the Buyer shall compensate to him within 15 days from the date of receipt of the request for compensation of such damage</p>
<p>To all other issues not specifically regulated hereunder regarding the responsibilities of the seller or buyer, the provisions of the ratified international agreements and regulations and applicable laws of the Republic of Serbia shall apply.</p>
<p>If the parties are not able to fulfil the obligations, due to the following circumstances: civil war, mobilization, riots, overthrow or revolution, act of the government or other government actions, not only of the countries of the parties hereto, but also of third countries, strikes, natural disasters, such as storms, earthquakes, fire, volcano eruptions, and also any other extraordinary events, which are beyond the control of the parties, provided that the above listed circumstances and events directly affect the performance of obligations of the parties hereunder, the terms for the established commitments will be extended for the period of existence of such circumstances.</p>
<p>The party, which is not able to fulfil its obligations due to these circumstances, shall without delay inform the other party about dates of commencement and termination (if it is aware of</p>

the date of termination) of the above mentioned circumstances.

A party shall inform about the fact of occurrence of the force major circumstances the other party in writing at the latest within 7 working days from the date of occurrence of such circumstances. Failure to inform about force major circumstances in a timely manner will deprive the respective party of the right to refer to them in the future.

The party, which refers to the force major circumstances, shall deliver to the other party the confirming documentation issued by the Chamber of Commerce and Industry.

If the force major events last for more than 50 (fifty) working days, the party not affected by the above mentioned circumstances (or both the parties jointly, if affected by such circumstances), are entitled to renounce the established commitments

The parties shall make efforts to resolve by agreement any dispute.

The parties agree that, if the dispute is not resolved by agreement, it will be submitted to the jurisdiction of the Commercial Court in Belgrade.