

GENERAL CONDITION OF GOODS AND SERVICE SALES
thyssenkrupp Material d.o.o no.01/2017

1. FRAMEWORK OF USE

- 1.1 These general conditions will be applied in all cases of sales of goods unless a contract in written form by both parties states that they will refrain from using them.
- 1.2 The buyer will, with their signature below the text of these general conditions, confirm that they have read, understood and accepted them, which means that they are completely in agreement with these conditions and that business with the economy society Thyssenkrupp Materials d.o.o. will in all in cases agree to these general conditions.
- 1.3 These general conditions, applied during the first sale of specific goods and services, will be valid for the all eventual fees and services, without the need that their usage is pointed out.

2. OFFER

- 2.1 The offer, that is directed to the salesperson will be binding for the salesperson only if the offer has a date specified for its acceptance.
- 2.2 Specification of offers will bind the salesperson only in the deadline determined for its acceptance.
- 2.3 The contract will be considered completed when the salesperson receives the statement of the proposed party that it accepts the offer. Signed and returned, the offer, from the side of the proposed party (buyer) will be considered as a statement of acceptance of the offer. A declaration of acceptance of the offer can be given in any other written form.
- 2.4 The offer is accepted when the proposed party (buyer) pays the price as well as executes another action (which will, based on the offer be something that has been confirmed by both parties) that could be considered a statement of acceptance.
- 2.5 The offer accepted by the buyer and all the general conditions make a contract in sales.
- 2.6 For every individual delivery the buyer will in a timely manner send to the salesperson a request in which they will precisely calculate the quantity, quality and dimensions, as well as other technologically-technical characteristics of the goods that are needed, with all the other elements of importance to complete the offer from the salesperson's point of view.
- 2.7 If the buyer doesn't point out the required quality, it will be considered that the required quality which is needed for daily use or usage for trafficking of the named good is adequate.
- 2.8 The buyer binds themselves to the seller in the shortest possible date, since the day that the offer was accepted. If the salesperson doesn't deliver the offer within a deadline of 7 working days since the offer was accepted, it will be considered that s/he cannot deliver the goods that are in accordance to the received request.
- 2.9 A request from the buyer (6) of this main point will not create any kind of obligation from the side of the salesperson, nor will the salesperson be considered responsible for any further failures in relation to the request.

3. SUBJECT OF SALES OF GOODS AND SERVICES

- 3.1 The object of the sales and delivery of the goods will be determined on the basis of requests of the buyer, offers of the salesperson, the offer of the buyer, and acceptance of the offer by the buyer,
- 3.2 Offers published in catalogues, brochures, technical specifications, pricelists or advertisements will be legally binding to the salesperson. All other listed data will hold only an informational value, and should be submitted 15 days at the latest from the delivery of the goods.

4. PRICE AND PAYMENT METHODS

- 4.1 Price for merchandise and services is defined within the pricelist of the salesperson.
- 4.2 The salesperson keeps their right to change the pricelist according to their business policy, without pre-warning or any obligation to convey the information about the change of the pricelist to potential buyers.
- 4.3 Prices in the pricelist for offers for buyers in the Republic of Serbia are stated in the value of the Serbian dinar (RSD) and for buyers with headquarters outside of the borders of the Republic of Serbia, their respective currency.
- 4.4 The offer will specifically point to the value of the merchandise and especially the taxes to added value. The measurement of this tax will be specifically pointed out in the delivery note, bill and other financial documentation which follows the merchandise.
- 4.5 Payment of goods and services will be executed:
 - in advance, or
 - by a date that is set on the receipt (delayed payment)
- 4.6 If the buyer does not pay the price from the account immediately, in accordance with the regulation point (5) of this chapter, there will be an obligation to pay a legal fee alongside the price mentioned. The salesperson keeps the right to ask for return of other damages.
- 4.7 In the case of delay in the payment of the price by the buyer, the salesperson withholds the right to suspend further execution of his/her contracted obligation until the buyer returns what they owe in full.
- 4.8 In case of the contract settling to be delayed payment the buyer has an obligation to, before receiving the goods, deliver to the salesperson the security goods. These security goods can be activated by the salesperson in case of delay in the payments, without any before written announcement.
- 4.9 The salesperson will return the delivered security goods within a deadline of two working days, since the day of the bank report arrival which stated that the payment was fulfilled, unless otherwise specified.

5. FULFILMENT

- 5.1 The fulfilment dates that will be used were determined by the people who prepared the contract. In case the parties have not made fulfilment dates, the dates listed in the offer will be applied.
- 5.2 The newly specified deadlines obligates that the buyer, in a timely manner and within specified deadlines executes his/her contract duties.
- 5.3 In case the buyer doesn't fulfil their duties from point (2) of this paper in time, the sides are compliant to the date being moved to a reasonable deadline, in the least for as much time as the buyer was late in execution of his/her contracted duties.
- 5.4 Provision of point (3) of this paper will not be applied unless all the blame for the buyer being late on his/her contracted duties falls into the hands of the salesperson.
- 5.5 If the delay in fulfilling of the contract is a by-product of consequences like "higher force" (mobilization, war, bigger demonstrations or unrest, strikes of large proportions, natural catastrophes etc.) the contracted deadlines will be moved at a reasonable time, until the "higher force" reasons no longer exist.
- 5.6 The party that isn't able to fulfil its duties due to "higher force" reasons, is obligated to, without delay, provide information to the other obligated party in written form, as well as to provide proof if asked to by the other party. In the case the obligated party forgets to provide information to the other party they will not have any rights to extension of the deadline.
- 5.7 With conclusion of the "higher force" event, the party that called on these effects is obligated to, without any further delay, contact the other party. Immediately after the events of "higher force" end, the party is obligated to continue with fulfilling its contract obligations.
- 5.8 When the merchandise acquisition time for the buyer isn't specifically stated in the contract or the offer, the salesperson will be obliged to execute transfer of goods in a timely manner after the contract has been fulfilled.
- 5.9 It will be considered that the salesperson has executed their part of the contract at the moment of the transfer of goods or when a regulation which states that the goods can be taken, to the buyer, a transporter, or the person that organizes movement of goods, in the name and the payment of the buyer.
- 5.10 In case that the obligation of the salesperson to deliver the goods to the buyer, it will be considered that the salesperson executed his/her duty the moment that they sent the goods to the place that was specified by the buyer.

6. TAKING THE MERCHANDISE

- 6.1 Unless otherwise specified in the contract, the salesperson will be obligated to deliver the merchandise to the buyer at the place of business of the salesperson.
- 6.2 The salesperson should execute their duty to hand over the goods to the buyer, or to supply them with a legal item that would let them take over the merchandise. The same goes for sales of goods or documents to the transporter, or the party that is organizing the shipping of the goods in the name and on the buyers account.
- 6.3 The buyer is bound to accept the goods no later than 15 days following the date when the goods become ready for collection, or no later than 15 days following the date specified in the document that serves as the basis for goods collection.

6.4 If the buyer fails to meet the deadlines for the collection of the goods specified in the previous paragraph of this Clause, the risk of accidental deterioration of the purchased goods shall be transferred to the buyer, while the seller reserves the right to deliver the purchased goods to the buyer's registered head office at the buyer's expense on and following the day after the expiration of the specified deadlines.

7. OBLIGATION FOR MATERIAL LOSS

7.1 The quality, dimensions and other technical-technological characteristics of the goods are verified by the side of the manufacturer and the salesperson does not take responsibility in this case.

7.2 The salesperson is responsible for material discrepancies of the goods which they have from the moment of taking the risk from the buyer.

7.3 Considered to be discrepancies are:

- the goods do not have the needed property for their regular use and traffic;
- the goods do not have the necessary attributes, especially for usage, for which the buyer is getting them, usages that were shown by the side of the salesperson, in written form, during the contracting phase;
- if the goods do not have the quality and property with which they were explicitly stated in the contract.

7.4 The salesperson is not responsible for the lack of the previous point (3) if in the process of finishing up the contract this was known to the buyer, or were impossible to stay undetected.

7.5 It is considered, that the unknown lack of objects, is that which a careful person with average skills and knowledge of the same profession as a buyer could easily recognize in a check-up.

7.6 The buyer is obligated to inspect the acquired goods in a typical way, or send it for a check-up, as soon as it is possible for the buyer, and to immediately contact the salesperson as soon as possible.

7.7 If the realized missing things aren't reported to the salesperson at most in a span of 8 days from the day of acquirement, the buyer loses all rights considering the current account.

7.8 If, after the reception of the goods the buyer realizes that there are discrepancies that couldn't have been noticed with a regular check during the transfer of goods (hidden discrepancies), the buyer is obligated, with the threat of losing their rights, to immediately contact the salesperson.

7.9 The buyer is in no way responsible for any kind of discrepancy that shows up after a month from the day of receiving the goods.

8. LIMITATION OF RESPONSIBILITY

8.1 Generally speaking, the obligation Thyssenkrupp Materials d.o.o. has towards their buyers is restricted to the value of the shipments. Thyssenkrupp Materials d.o.o. won't, in any way, be responsible for loss of production, loss of profits, financial tasks, loss of information and data or any other kind of loss or indirect damage.

8.2 The aforementioned restriction of responsibility is applied only if not otherwise specified in the binding law.

9. RELEVANT RIGHTS

- 9.1 For solving any eventual disputes between Thyssenkrupp Materials d.o.o. and the buyer with reference to the standard of deliverance of the goods and the service, relevant laws of the Republic of Serbia will be applied
- 9.2 To anything that isn't expected with these general rules, the regulation of Law on obligational relationships and other positive regulations will be implemented.

10. SOLVING DISPUTES AND JURISTITION

- 10.1 The state is obligated to perform all of the necessary efforts for settling disputes and disagreements when it comes to the delivery of goods and executed services and interpretation of these general conditions; in a calm and agreeable way.
- 10.2 If the parties do not succeed in resolving the issues, in the way as from point (1) of this paper, the jurisdiction responsible for resolving this dispute will be the Country Commercial Court in Belgrade,

These general conditions for sales of goods and services come into action on 01.10.2017. and all the previous conditions cease to be valid.

General conditions of sales of goods and services

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