

General Terms and Conditions of Sale of Goods of „TEHNOUNION-EXIM” D.O.O., SREMSKA KAMENICA

Terms and definitions

The following terms and expressions shall have the meanings ascribed to them herein:

- **“Seller”** – Preduzeće za proizvodnju, promet i usluge TEHNOUNION-EXIM d.o.o. Sremska Kamenica, located at Majora Tepića 26a, company registration number: 08715696, tax identification number: 100808016;
- **“Buyer”** – refers to any domestic or foreign legal entity;
- **“Offer”** – refers to the document in which the Buyer and TEHNOUNION-EXIM d.o.o., Sremska Kamenica, define the type of goods/products, value/price of the goods/products, payment method, collateral, and delivery deadlines, and which, upon being signed by both the Buyer and TEHNOUNION-EXIM d.o.o., Sremska Kamenica, is deemed accepted by both parties;
- **“Request or Purchase Order”** – refers to any written request submitted by the Buyer/Client specifying the type, quantity, quality, dimensions, and other technical and technological characteristics of the goods/products and/or services;
- **“Goods”** – refers to any goods and/or products and/or services purchased or ordered by the Buyer from TEHNOUNION-EXIM d.o.o., Sremska Kamenica;
- **“Price”** – refers to the value of the goods/products as defined in the Offer and/or contract and/or Price List and/or Document;
- **“Third Party”** – refers to any legal and/or natural person that is not directly involved in a debtor-creditor relationship with TEHNOUNION-EXIM d.o.o., Sremska Kamenica;
- **“Document”** – refers to an invoice and/or delivery note and/or proforma invoice;
- **“Online Store”** – refers to the online store of TEHNOUNION-EXIM d.o.o., Sremska Kamenica.

1. General Provisions

- 1.1. These General Terms and Conditions of Sale (hereinafter referred to as: the **“General Terms”**) shall apply in all instances where TEHNOUNION-EXIM d.o.o., located at Majora Tepića 26a, 21208 Sremska Kamenica (hereinafter referred to as: **TEHNOUNION-EXIM and/or the Seller**), acts as the Seller of goods/products in legal transactions.
- 1.2. These General Terms apply to the first sale of goods/products and shall also govern any subsequent deliveries of goods/products without the need to restate or renegotiate their applicability.
- 1.3. The Buyer’s general terms of procurement shall apply only if expressly accepted in writing by the SELLER and provided they do not contradict these General Terms. Any action, such as receiving goods/products and/or services, making payments, or similar, shall not constitute acceptance of the Buyer’s general terms by the SELLER.
- 1.4. The SELLER retains all rights, including intellectual property rights, over all documents that constitute the Offer, such as specifications, drawings, sketches, catalogs, etc. The aforementioned documents may not be disclosed to any third party without the prior consent of the SELLER and must be returned to the SELLER immediately upon request. The same treatment shall apply to any corresponding documents provided by the Buyer. The Buyer agrees that the SELLER may share the content of the Buyer’s documents with its subcontractors.
- 1.5. These General Terms are fully published on the www.tehnounion.rs website.

2. Offer, Order

- 2.1. Offers issued by the SELLER to a specific Buyer are non-binding.
- 2.2. An Offer signed and returned by the Buyer shall be considered a statement of acceptance of both the Offer and the SELLER’s General Terms and Conditions of Sale. Acceptance of the Offer may also be made in any other written form, including by email.
- 2.3. An Offer shall also be deemed accepted if the Buyer makes payment for the ordered goods/products or performs any other action that, under the Offer, established practices between the parties, or trade customs, may be construed as an acceptance statement. The Offer accepted by the Buyer, together with these General Terms, constitutes the Contract for the sale of goods/products or forms an integral part thereof where a separate contract is concluded.

2.4. For each individual delivery, the Buyer shall promptly provide the SELLER with a request specifying the type, quantity, quality, dimensions, and other technical and technological characteristics of the required goods/products and/or services, as well as all other elements necessary for the SELLER to prepare the Offer and/or Document.

2.5. If the Buyer fails to specify the required quality, the SELLER shall deliver its standard goods/products, which shall be deemed to meet the quality necessary for regular use or the trade of such goods/products.

2.6. Orders in the online store must be placed exclusively through the Website. Consumers may not place orders by phone.

The Buyer may place orders as a Registered User. If the product is suitable, and the Buyer wishes to purchase it, they may do so by clicking the “**Add to Cart**” button. Before confirming the order, the cart can be updated, emptied, or adjusted.

After selecting all desired products, the Buyer must enter order details in accordance with the provided form. The order is finalized by clicking the “**Complete Order**” button.

By confirming the order on the Website, the Buyer acknowledges the following:

(a) that the provisions of the General Terms are known or should have been known, as the Seller has provided a genuine opportunity to review their content,

(b) that prior to order confirmation, the Seller has fulfilled its obligation to inform the Buyer in a clear and comprehensible manner,

(c) that the Buyer agrees to the GTC.

Regarding the obligation to provide information, the Buyer confirms that the Seller has informed them, in particular, of the following:

- the essential characteristics of the goods;
- the Seller’s business name, company registration number, registered office, and telephone number;
- the sale price or the method by which the sale price will be calculated, including any additional costs, such as delivery charges borne by the Buyer;
- the payment method, delivery method and timeframe, the manner of fulfilling other contractual obligations, and the procedure for handling Buyer complaints;
- the existence of statutory liability for non-conformity of goods;
- the procedure for filing complaints, including the location for receiving complaints, the Seller’s method of handling them, and the conditions for exercising the Buyer’s rights regarding conformity;
- the conditions for contract termination;
- for the sale of technical goods, the availability of spare parts, accessories, and similar items, as well as technical services, maintenance, and repairs during and after the period of liability for conformity or after the cessation of production and import of goods.

Upon placing an order, the Buyer will receive an automated email confirming the order. The Seller’s online sales department will strive to verify as soon as possible whether we can provide the ordered product. Order processing, during which the availability of the product is determined, may take up to three (3) working days.

If we are only able to deliver part of your order, we will ship the available portion of the order, with the remainder to be delivered when received from the supplier.

3. Pricing

3.1. Prices are defined by the Price List, Offer, and/or Document and/or the SELLER’s sales contract.

3.2. Prices are based on the *Ex Works (EXW)* terms (*Incoterms 2020*), unless otherwise specified in the Offer and/or sales contract. The price of goods/products includes packaging.

3.3. The SELLER reserves the right to amend the Price List at any time and at its discretion without prior notice. Prices specified in an Offer with a defined validity period shall remain unchanged during that period.

3.4. The Offer and/or Document will separately state the price of the goods/products and the amount of value added tax. The amount of this tax will be separately stated in the invoice and other financial documentation accompanying the goods/products.

4. Payment Terms

4.1. Payment terms are defined by the Offer and/or Document and/or the sales contract.

4.2. The payment for goods/products shall be made:
 - in advance before the delivery of goods/products (100%);

- within the timeframe specified in the Offer and/or Document.

- 4.3. Payments must be made exclusively to the bank account indicated in the SELLER's document.
- 4.4. Advance payment must be made no later than the deadline specified in the Offer and/or Document. The SELLER shall not be obliged to begin the delivery of goods/products until the advance payment has been received. If the advance payment is not made within the specified deadline, the SELLER may claim compensation for damages. If the SELLER proceeds with fulfillment despite an extended deadline due to the Buyer's delay in advance payment, the SELLER retains all rights as outlined in Article 6.8.
- 4.5. The obligation to pay the value/price of goods/products shall only be considered fulfilled if the amount paid is free of any charges, deductions, or transaction fees. If this is not the case, the Buyer shall increase the payment amount to cover all deductions and charges, ensuring the SELLER receives and retains the net amount. If the payment involves withholding tax, the Buyer is obliged to provide tax certificates confirming the payment of such tax within four (4) weeks from the payment of the invoice on which the withholding tax was applied.
- 4.6. When payments are made to the current account, they will first cover interest and then the oldest obligations, regardless of any reference specified on the payment itself.
- 4.7. Should the Buyer fail to pay the invoiced value of goods/products within the payment deadline specified in the Offer and/or Document, they shall be required to pay the Seller both the stated value/price and statutory and contractual interest.
- 4.8. The Buyer shall not offset or compensate their debts to the SELLER with claims the SELLER may have against the Client and/or Buyer.

5. Collateral

- 5.1. In the event deferred payment terms are agreed upon without a separate sales contract being executed, the Buyer shall, prior to taking possession of the goods/products, provide the Seller with the agreed and valid collateral. The SELLER may activate such collateral should the Buyer delay payment for more than 15 (fifteen) days without prior written notification or warning to the Client and/or Buyer.
- 5.2. As collateral for the fulfillment of their obligations, the Buyer shall provide at least 2 (two) blank signed bills of exchange with appropriate bill of exchange authorizations, along with proof of registration of the bills of exchange with the National Bank of Serbia, a certified specimen signature card, and a copy of the OP Form.
- 5.3. At the SELLER's request, the Buyer may provide a bank guarantee or letter of credit as an alternative collateral.
- 5.4. The SELLER shall return the provided collateral referred to in Item 5.2 to the Client and/or Buyer within 2 (two) working days of receiving confirmation from the bank that the Buyer has fulfilled their obligations, unless otherwise agreed upon with the Client and/or Buyer.
- 5.5. The SELLER reserves the right to insure their receivables from each Buyer and to activate the policy due to non-compliance with payment terms without prior written notice and/or consent from the Buyer and/or Client. In addition to the receivables, all ancillary rights arising from collateral securing the receivables being sold or transferred are transferred to the new creditor under the agreement.

6. Deadlines, Delivery, and Services

- 6.1. Delivery periods are indicative, and any deviations arising from circumstances beyond the Seller's control must be accepted by the Buyer.
- 6.2. Delivery periods begin once the following conditions are cumulatively met: (i) the Seller unconditionally accepts the order; (ii) the Seller receives information from the Buyer necessary for executing the order, where commencement of execution is contingent upon such information; and (iii) the Seller receives the agreed advance payment.
- 6.3. Should the Buyer fail to fulfill the conditions in Item 6.2 of this Article in a timely manner, both parties agree that the SELLER's performance timeline will be extended by a reasonable period, but no less than the duration of the Buyer's delay in fulfilling their obligations.
- 6.4. The provision in Item 6.3 of this Article shall not apply if the Buyer's delay in fulfilling their obligations arises from reasons solely attributable to the SELLER.
- 6.5. Should the Buyer delay, obstruct, or impede the Seller's performance, the Seller shall be entitled to an extension of the deadlines and reimbursement for all additional costs incurred, including storage fees, demobilization/remobilization costs, travel expenses, and transportation costs.
- 6.6. All Products subject to delivery and/or execution under this offer/contract, are produced, delivered, executed, and/or procured from areas that are or may be affected by pandemics, such as COVID-19, and/or shortages or interruptions or delays in the transport or procurement of raw materials, energy, and/or components (hereinafter: Circumstances). Even if these Circumstances are known at the time of this offer/contract, they may cause suspension, disruption, or delays in the Seller's production, delivery, or procurement of Products.

Accordingly, notwithstanding any other provision of the contract or order:

- (a) Delivery schedules and lead times are indicative and provided for informational purposes only.
- (b) Such Circumstances shall constitute justifiable delays. The Seller shall not be liable for receivables, costs, or damages arising from such delays, including, without limitations, penalties for delays, contractual penalties, or other damages. In addition, such delays shall not constitute grounds for termination for default.
- (c) Should such Circumstances make the performance of the contract or order burdensome and/or difficult for the Seller (including increased costs of performance), both parties shall meet to adjust the terms of the contract or order, including pricing and time schedule conditions. In the event that the parties cannot agree on such adjustments within 30 days of Seller's request for a meeting, the Seller shall be entitled to terminate the contract or order affected by the Circumstances, without liability. In such an event, the Seller shall be paid for all Goods/Services already delivered or performed by the Seller.
- 6.7. If the SELLER's obligation is to deliver the goods/product to the Client and/or Buyer, it shall be deemed that the SELLER fulfilled their obligation at the time when the goods/products are dispatched to the Buyer's destination.
- 6.8. In the event that timely delivery of the goods/products is impossible due to circumstances resulting from deliberate and/or gross negligence of the Buyer (case of creditor's default), the SELLER reserves the right to demand from the Buyer the costs of storage and insurance of the delivery item for that period, as well as all other logistics costs that arise as a result.
- 6.9. Additionally, if the delivery is prevented for more than 30 (thirty) days, the SELLER is authorized to demand from the Buyer all additional costs incurred due to such delay.
- 6.10. Goods that are specially ordered for the Buyer, and which the Seller does not have in stock at the time of ordering, are exempt from cancellations and returns.
- 6.11. The goods that the SELLER orders from the manufacturer for the Buyer - when they have entered production or started delivery from the manufacturer's warehouse, cannot be canceled up to 90 days after the delay in delivery unless the Seller provides written consent.
- 6.12. Partial deliveries are permissible.

7. Retention of Title

- 7.1. Delivered goods/products, whether in full, in parts, and/or in batches, remain the property of the SELLER until the full invoiced value/price has been paid. During this period, the Buyer may not pledge, sell, or otherwise dispose of the delivered goods/products or their parts and/or batches. An exception to this restriction applies to delivered goods/products that the Buyer sells to third parties in the course of its regular business operations, provided the Buyer has informed the third parties of the SELLER's rights and the third parties have explicitly agreed to and accepted the provisions defined herein. The absence of such notification or consent shall not result in the termination or invalidation of the SELLER's rights as stipulated in this Article, but instead entitles the SELLER to claim damages caused by such actions.
- 7.2. In cases where the Buyer delivers goods to third parties, it shall be deemed that the Buyer has assigned its receivables from the third party to the SELLER for collection, in accordance with Paragraph 2 of Article 444 of the Law on Contracts and Torts. To eliminate any doubt, the SELLER shall retain the right to collect their receivables either from the Buyer or from the third party, with the Buyer's obligation toward the SELLER being extinguished only to the extent of the collected amount. Any amounts collected from the third party in excess of the Buyer's debt to the SELLER shall be returned to the Client/Buyer.
- 7.3. In the event of modification and/or alteration and/or disposal of the delivered goods/products in any form or manner, the SELLER remains the owner of such modified and/or altered goods/products, in accordance with the provisions of this Article. In cases where the delivered goods/products are merged, mixed, or incorporated with other items, the SELLER, as the owner of the delivered goods/products by virtue of retention of title, becomes a co-owner of the resulting items/products created through such merging, mixing, or incorporation, in accordance with the provisions specified in Items 7.1 and 7.2.
- 7.4. The Buyer may collect receivables assigned in accordance with the provisions of Item 7.2 until such time as the SELLER notifies the Buyer otherwise. The SELLER's right to issue such notification particularly arises in cases of delay or non-payment of the value of the goods/price by the Buyer or in the presence of any circumstance that may be considered grounds for bankruptcy under Article 11 of the Law on Bankruptcy (Official Gazette of the Republic of Serbia, Nos. 104/2009, 99/2011 - other law, 71/2012 - Constitutional Court decision, 83/2014, 113/2017, 44/2018, and 95/2018), whereby such a circumstance need not be established by a decision of any governmental authority but may instead be determined by the SELLER based on available evidence. Upon issuing such notification, the SELLER may assert their rights before the third-party debtor of the assigned receivable for collection purposes and may demand the return of the delivered goods or payment of the assigned receivable.
- 7.5. The risk of accidental loss or damage to the goods/products subject to delivery transfers to the Buyer at the time the goods/products are handed over to them. If the goods/products are insured, all claims under such insurance are hereby deemed assigned to the SELLER for the purpose of settling the SELLER's receivables from the Client and/or Buyer.

- 7.6. The Buyer shall promptly inform the SELLER of any claims, either threatened or actual, concerning the delivered goods/products, providing all available relevant documentation.
- 7.7. In the event of the Buyer's default, the SELLER, as the owner, may demand the return of the goods/products, either in full or in parts or batches.

8. Delivery Acceptance

- 8.1. Unless otherwise specifically agreed, the SELLER shall deliver the goods/products to the Client and/or Buyer at the SELLER's registered office.
- 8.2. The SELLER shall fulfill its delivery obligation to the Client and/or Buyer upon handing over the goods/products or providing documentation that enables their collection.
- 8.3. Delivery shall be deemed completed at the time the risk is transferred in accordance with the provisions of Article 9.
- 8.4. The Buyer may not refuse delivery due to minor defects. Minor defects are those that do not impair the functionality or regular use of the goods/products.
- 8.5. Should the Buyer refuse to accept delivery of the goods/products for any reason but commences their commercial use or puts them into further circulation, it shall be deemed that delivery of such goods/products was accepted at the time such use or circulation begins, unless otherwise agreed.

9. Transfer of Risk

- 9.1. If delivery does not include installation, the risk is transferred at the time the goods/products are ready for delivery to the destination at the agreed time. The same applies if the SELLER bears the transport costs but hands over the goods/products to the carrier and/or forwarder. At the request and expense of the Buyer, the SELLER shall insure the goods/products against common transport risks.
- 9.2. If delivery includes installation, the risk is transferred at the time the work is completed and a Handover Certificate is issued, confirming acceptance of the works.
- 9.3. If dispatch, delivery, commencement, or completion of installation, or acceptance of the goods/products and/or services by the SELLER is delayed due to reasons attributable to the Buyer, or if the Buyer refuses delivery for any other reason, the risk shall transfer to the Buyer at the time the SELLER was ready to fulfill their obligation or delivered the goods/products to the construction site, where they are stored on behalf of the Buyer.

10. Liability for Defects

- 10.1. The Buyer is obliged to inspect each delivery with the diligence of a prudent businessman upon receipt of the goods/products. The Buyer must notify the SELLER of any defects identified during such inspection within 48 hours or immediately and without delay by way of a written report at the time of unloading, under the threat of losing further rights. The defect notification must include an adequate description of the identified defect, referencing the Offer and/or Document number, the confirmation of the request/order, and/or a separately signed written report.
- 10.2. Should the Buyer fail to notify the SELLER of any identified defects, the Buyer forfeits all rights arising therefrom.
- 10.3. Defects that would be readily identifiable to a reasonably careful person with average knowledge and experience in the Buyer's profession or trade during a standard inspection of the item/goods/products are deemed not to have remained unknown to the Client and/or Buyer.
- 10.4. If the Buyer expedites/distributes the goods/products to third-party buyers without unloading or inspecting them, the SELLER shall not be liable for any visible defects.
- 10.5. The Buyer must notify the SELLER of any hidden defects immediately upon discovering them and without delay. The SELLER's liability for hidden defects shall cease six (6) months after the date of receipt of the goods/products, unless otherwise prescribed by mandatory provisions of the applicable law.
- 10.6. Upon receipt of a defect notification in accordance with the provisions of this Article, the SELLER shall be entitled to inspect the delivered goods/products with defects and is obliged, at its discretion, to remedy the defect either by repair or replacement of the defective part or the entire delivery with goods/products free of defects. If the SELLER is not granted access to inspect the delivery, including the original packaging, or to choose the method of remedying the defect, liability for the defects is excluded.
- 10.7. If defects that could not have been identified through standard inspection at the time of receipt (hidden defects) are discovered after the Buyer has taken possession of the goods/products, the Buyer must notify the SELLER without delay to preserve their rights.
- 10.8. The SELLER's liability is excluded for minor deviations from agreed quality, quantity, or performance, defects that minimally affect the functionality of the delivered goods/products, or defects arising after receipt due to improper or negligent handling, installation not performed by the SELLER, inappropriate storage conditions from the time of receipt until the time of installation, failure to follow the SELLER's instructions, unauthorized servicing, or other circumstances not attributable to the SELLER.

10.9. The undisputed portion of the invoice must be paid by the Buyer within the time specified on the invoice, while the disputed portion is to be paid after the resolution of the claim.

10.10. All rights of the Buyer concerning defects lapse twelve (12) months after timely and proper notification of the defect as stipulated in this Article.

11. Product Warranty

11.1. The warranty period for the delivered/sold goods/products is 12 months from the date of receipt/delivery. Under threat of forfeiting warranty rights, the Buyer must immediately notify the SELLER of any defects arising after receipt/delivery during the warranty period.

11.2. The timeliness and proper form of such notification are governed by the provisions of Items 10.1 and 10.2.

11.3. The method of remedying defects arising during the warranty period is governed by the provisions of Item 10.6.

11.4. In the case of minor repairs or the replacement of defective goods/products, the warranty period is extended only for the duration of the Buyer's inability to use the goods/products, from the moment of notification of the defect to the moment of its remedy.

11.5. If substantial repairs or a complete replacement is required due to malfunctioning, the warranty period restarts from the date of repair or replacement. If only a part of the goods/products is replaced or repaired, the warranty period restarts solely for that specific part. In the event of a warranty extension due to complete replacement or substantial repair, as well as in cases of partial replacement or repair, the extended warranty period in all circumstances shall expire 18 (eighteen) months after the initial delivery.

11.6. The warranty shall not cover: unauthorized modifications to the goods/products; repairs or replacements due to wear and tear; misuse or incorrect application of the goods/products, including use for purposes other than their intended function; damage or malfunction of the goods/products caused by improper installation or use not in compliance with instructions, technical standards, or safety requirements; accidents, force majeure, or any damage/malfunction arising from activities/events beyond the SELLER's control or jurisdiction.

12. Confidentiality and Data Protection

12.1. Each party undertakes to maintain and ensure the confidentiality of information that is the subject of mutual cooperation, safeguarding it from unauthorized third parties, unless such information has become publicly available or has been lawfully obtained by one of the parties through other means. Confidential information includes all non-publicly available data obtained by the other party during the course of the debtor-creditor relationship between the SELLER and the Buyer.

12.2. Each party shall be responsible for adhering to applicable laws and regulations regarding personal data protection, including but not limited to the LAW ON PERSONAL DATA PROTECTION (Official Gazette of the Republic of Serbia, No. 87/2018) and REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing the Directive 95/46/EC (hereinafter: Regulation or GDPR).

12.3. A breach of the provisions outlined in this Article constitutes grounds for compensation of damages.

13. Foreign Trade Rules

13.1. If the Buyer transfers the delivery, works, or services (including any technical assistance) provided by the SELLER to a third party, the mentioned third party must comply with all applicable export control regulations of the Republic of Serbia and international export (and re-export) control regulations. In cases of such transfer of goods/products, works, or services, the third party must adhere to the export control regulations (and re-export regulations) of the Republic of Serbia, the European Union, and the United States of America.

13.2. In relation to Item 13.1, the Buyer must specifically verify and guarantee that:

- ✓ no embargo imposed by the Republic of Serbia will be violated through negotiations or the provision of other economic resources related to such goods/products, works, and services. Domestic restrictions and prohibitions on circumventing embargoes must also be respected;
- ✓ All applicable sanctioned parties lists of the Republic of Serbia are taken into account concerning transactions/operations involving listed individuals, entities, organizations, etc.

13.3. If necessary, the Buyer must enable the competent authorities or the SELLER to conduct export control inspections. Upon the SELLER's request, the Buyer shall promptly provide all information related to specific end customers, destinations, and intended uses of the goods/products, works, or services provided by the SELLER, as well as information regarding any applicable export control restrictions. The Buyer shall indemnify the SELLER for any damages resulting from non-compliance with export control regulations and/or breach of the provisions defined herein; this includes, but is not limited to, costs, claims, lawsuits, penalties, attorney fees, and loss of profit, and shall hold the SELLER harmless against any such claims.

14. Settlement of Disputes, Competent Court for Disputes with a Foreign Element

- 14.1. The parties commit to making all reasonable efforts to resolve any disputes and disagreements related to the delivery of goods/products, performance of works/services, and the interpretation of these General Terms amicably and through negotiation.
- 14.2. Any dispute, disagreement, or claim arising out of or in connection with the performance, fulfillment/non-fulfillment of obligations that cannot be resolved through amicable negotiations between the SELLER and the Buyer and/or the Client shall be resolved through arbitration. The parties agree that all disputes and/or disagreements regarding the sale of goods/products shall be finally resolved by arbitration conducted under the Rules of the Permanent Arbitration at the Chamber of Commerce of Serbia. The seat of arbitration shall be the City of Belgrade, Republic of Serbia, and the arbitration shall be conducted in English, applying the rules of the Vienna Convention. The arbitration decision shall be final and binding on both the SELLER and the Buyer and/or the Client.

15. Settlement of Disputes, Competent Court

- 15.1. The Buyer and SELLER commit to making all reasonable efforts to resolve any disputes and disagreements related to the sale of goods/products and/or performance of works, and the interpretation of these General Terms amicably and through negotiation.
- 15.2. Should the Buyer and SELLER fail to resolve disputes as outlined above, such disputes shall be submitted to the jurisdiction of the Commercial Court in Novi Sad.
- 15.3. Anything not regulated hereby shall be subject to the provisions of the Law on Contracts and Torts and other applicable regulations.

16. Sales Contract and General Terms

- 16.1. If the SELLER and the Buyer have concluded a separate sales contract, these General Terms shall constitute an integral part thereof.
- 16.2. In the event of any inconsistency between the provisions of the General Terms and those of the concluded sales contract, the provisions of the sales contract shall prevail.
- 16.3. If any provision or part of these General Terms is determined to be invalid or otherwise unenforceable, such invalidity shall not affect the remaining part of that provision or any other provisions of these General Terms.