

OPŠTI USLOVI PRODAJE

1. PREDMET OPŠTIH USLOVA PRODAJE

1.1. Opštim uslovima prodaje uređuje se odnos između "ALUMIL YU INDUSTRY" ad (u daljem tekstu: "Prodavac") i Kupca robe i proizvoda koje nudi Prodavac (u nastavku teksta: "Kupac"). Ovi Opšti uslovi prodaje važiće za sve pravne odnose između Prodavca i Kupca u pogledu kupovine, plaćanja, načina, uslova i rokova isporuka, prava na reklamaciju i drugih pitanja, osim ako se Prodavac i Kupac pojedinačno zaključenim ugovorom ne dogovore drugačije u pogledu pojedinih prava ili obaveza koja proizilaze iz kupoprodaje proizvoda iz asortimana Prodavca.

1.2. Opšti uslovi prodaje su prilog i sastavni deo svih Ugovora o kupoprodaji između Prodavca i Kupca. Opšti uslovi prodaje primenjuju se u slučajevima kada Prodavac ima zaključen Ugovor o kupoprodaji sa Kupcem, kao i u slučaju avansne prodaje Kupcu na osnovu izdatog predračuna.

1.3. U slučaju neslaganja između odredaba Opštih uslova prodaje i potpisanog Ugovora o kupoprodaji, primenjuju se odredbe potpisanog Ugovora o kupoprodaji.

2. ZAKLJUČENJE UGOVORA

2.1. Ugovor između Prodavca i Kupca zaključen je kada Prodavac i Kupac potpišu pisani Ugovor nakon što usaglase bitne elemente ugovora u skladu sa ovim Uslovima.

3. POLITIKA PORUČIVANJA PROIZVODA

3.1. Kupac je isključivo ovlašćen i odgovoran za izbor, odobrenje i potvrdu poručenih proizvoda iz prodajnog asortimana Prodavca i svih detalja vezano za njih.

3.2. Nakon što potvrdi porudžbinu, Kupac je može najkasnije u roku od jednog dana (24 časa od trenutka potvrde) izmeniti ili otkazati.

3.3. Nakon isteka roka iz tačke 3.2. Prodavac neće prihvatiti promenu ili otkazivanje porudžbine od strane Kupca.

3.4. U slučaju da Kupac prema Prodavcu ima dospele a neizmirene fakture, Prodavac neće obraditi novu porudžbinu Kupca i pokrenuti proizvodnju, sve do trenutka dok Kupac ne izvrši plaćanje dospelog iznosa, za koji period Kupac može izmeniti ili otkazati porudžbinu.

3.5. Prodavac će nakon potvrde porudžbine Kupca obavestiti o očekivanom roku isporuke. Prodavac zadržava pravo da produži datum isporuke u slučaju više

GENERAL CONDITIONS OF SALE

1. SUBJECT TO GENERAL CONDITIONS OF SALE

1.1. The General Conditions of Sale regulate the relationship between "ALUMIL YU INDUSTRY" ad (hereinafter: "Seller") and the Buyer of goods and products offered by the Seller (hereinafter: "Buyer"). These General Conditions of Sale shall apply to all legal relations between the Seller and the Buyer in terms of purchase, payment, methods, conditions and terms of delivery, the right to complain and other issues, unless the Seller and the Buyer individually agree otherwise with regard to individual rights or obligations arising from the purchase and sale of products from the Seller's range.

1.2. The General Conditions of Sale are an attachment and an integral part of all sales contracts between the Seller and the Buyer. The General Conditions of Sale are applied in cases where the Seller has concluded a Sale Agreement with the Buyer, as well as in the case of advance sales to the Buyer based on the issued invoice.

1.3. In the event of a discrepancy between the provisions of the General Conditions of Sale and the signed Sale Agreement, the provisions of the signed Sale Agreement shall apply.

2. CONCLUSION OF CONTRACT

2.1. The contract between the Seller and the Buyer is concluded when the Seller and the Buyer sign the written Contract after agreeing on the essential elements of the contract in accordance with these Terms.

3. PRODUCT ORDER POLICY

3.1. The Buyer is solely authorized and responsible for the selection, approval and confirmation of the ordered products from the Seller's sales range and all details related to them.

3.2. After confirming the order, the Buyer can change or cancel it within one day (24 hours from the moment of confirmation) at the latest.

3.3. After the deadline according to 3.2., the Seller will not accept any changes or cancelation of the Buyer's order.

3.4. In the event that the Buyer has outstanding and unpaid invoices to the Seller, the Seller will refrain from processing the Buyer's new order or initiating production until the outstanding amount is settled. During this period, the Buyer retains the option to modify or cancel the order.

3.5. After confirming the order, the Seller will inform the Buyer about the expected delivery time. The Seller reserves the right to extend the delivery date in the event of force majeure. The Seller undertakes to immediately

sile. Prodavac se obavezuje da će odmah obavestiti Kupca o nastupanju ili prestanku više sile.

3.6. Naručivanje proizvoda putem elektronske prodavnice kroz aplikaciju "My Alumil" isključivo je regulisano definisanim uslovima navedene platforme.

4. POSEBNI ZAHTEVI KUPCA

4.1. Izrada proizvoda po narudžbi - specijalnih dužina

U slučaju da Kupac želi da izvrši porudžbinu hladnih profila po posebnoj narudžbi („Make to Order“) ili aluminijumskih profila specijalnih dužina koja je manja od 300,00 kg, dužan je doplatiti iznos od 300,00€ po narudžbi. U slučaju da navedena porudžbina iznosi 300,00kg ili više, nije dužan izvršiti doplatu.

4.2. Toplotno izolovani profili

U slučaju da Kupac želi da izvrši porudžbinu toplotno izolovanih profila po posebnoj narudžbi („Make to Order“) ili aluminijumskih profila specijalnih dužina koja je manja od 850,00 kg, dužan je doplatiti iznos od 850,00€. Ukoliko navedena porudžbina iznosi 850,00kg ili više, nije dužan izvršiti doplatu.

4.3. Profili posebne dužine

U slučaju porudžbine profila posebne dužine moguće je odstupanje od $\pm 10\%$ na naručene količine od svakog naručenog artikla. Ukoliko bude odstupanja od -10% prilikom proizvodnje profila posebne dužine, kupac će prihvatiti šipke (profile) standardne dužine za razliku do 10% .

Vreme isporuke, kada su u pitanju toplotno izolovani profili posebne dužine, povećava se za tri nedelje u odnosu na druge proizvode i profile.

5. ISPORUKA PROIZVODA

5.1. Nakon što Prodavac obavesti Kupca da je porudžbina kompletna i spremna za isporuku, Kupac ima rok od 14 (četnaest) dana da preuzme proizvode. Ukoliko Kupac u ostavljenom roku ne preuzme kompletnu porudžbinu, Prodavac zadržava pravo da:

- odloži isporuke drugih porudžbina do momenta preuzimanja porudžbine za koju je Kupac obavešten o obaveznosti njenog preuzimanja u ostavljenom roku za preuzimanje;
- prilikom sledeće isporuke Kupcu naloži kombinovano preuzimanje tekuće porudžbine i porudžbine za koju je obavešten o obaveznosti njenog preuzimanja u ostavljenom roku za preuzimanje.

5.2. Isporuka pojedinih porudžbina Kupca može biti odložena za određeni period vremena usled izmena na porudžbini, po zahtevu Kupca koju prihvati Prodavac, zbog dodatnog vremena potrebnog za izvršenje

notify the Buyer of any occurrence or cessation of force majeure.

3.6. Ordering products through the electronic store via the "My Alumil" application is subject solely to the defined terms and conditions of the above mentioned platform.

4. SPECIAL REQUIREMENTS OF THE BUYER

4.1. Production of products on order - special lengths

In case the Buyer wants to place an order for cold profiles on a special order ("Make to Order") or aluminum profiles of customized lengths that are less than 300.00 kg, an additional fee of €300.00 per order is required. However, if the customized order amounts to 300.00 kg or more, no additional payment is required.

4.2. Thermally insulated profiles

In the event that the Buyer wants to place an order for thermally insulated profiles by special order ("Make to Order") or aluminum profiles of customized lengths that are less than 850.00 kg, an additional fee of €850.00 is required. However, if the customized order is 850.00 kg or more, no additional payment is required.

4.3. Special length profiles

In the case of ordering a profile of a customized length, a deviation of $\pm 10\%$ is possible for the ordered quantities of each ordered item. If there is a deviation of -10% during the production of profiles of a special length, the Buyer will accept bars (profiles) of standard length for a difference of up to 10% .

The delivery time, when it comes to thermally insulated profiles of special length, increases by three weeks compared to other products and profiles.

5. PRODUCT DELIVERY

5.1. Upon notification from the Seller that the order is complete and ready for delivery, the Buyer has 14 (fourteen) days to collect the products. Failure to retrieve the complete order within the deadline grants the Seller the following rights to:

- postpone the delivery of subsequent orders until the Buyer takes possession of the order for which they have been notified of the obligation to collect within the specified deadline.;
- during the subsequent delivery, instruct the Buyer to pick up both the current order and the order for which they have been notified for collection within the set deadline.

5.2. The delivery of certain orders of the Buyer may be delayed for a certain duration due to changes in the order, at the request of the Buyer, accepted by the Seller, requiring additional for the execution of the order.

porudžbine. Komunikacija u vezi izmena porudžbina i novih međusobno dogovorenih rokova se odvija putem zvaničnih e-mail adresa Kupca i Prodavca.

5.3. Ugovorom može biti predviđena isporuka robe na paritetu FCA magacin Prodavca ili DAP magacin Kupca (Incoterms 2020). Ukoliko Ugovorom nije predviđen paritet isporuke, Kupac je dužan da blagovremeno po prijemu obaveštenja da je roba spremna za isporuku, a pre isteka roka iz tačke 5.1. (14 dana) Prodavca na tačan, jasan i potpun način obavesti o načinu preuzimanja robe (vreme, transportno sredstvo i druge okolnosti).

5.4. Roba se isporučuje Kupcu u skladu sa načinom pakovanja i isporuke koji je standardan za Prodavca. Većina pratećeg materijala i mehanizama se prodaje u originalnom pakovanju, a ne kao pojedinačni komadi. Prodavac nije u mogućnosti da otvara originalna pakovanja, koja se prodaju kao takva u celosti.

5.5. Kupac ima mogućnost da zahteva pakovanje robe koje se razlikuje od standardnog (specijalno pakovanje) što je dužan da naznači na porudžbini. Specijalno pakovanje se dodatno naplaćuje prema važećem cenovniku za pakovanje, u zavisnosti od specifikacije i materijala koji se koristi za pakovanje. Cena za specijalno pakovanje biće posebno iskazana na fakturi.

5.6. Ako Kupac ne preuzme robu u dogovorenim vremenskom roku, Prodavac može Kupcu obračunati i od Kupca naplatiti troškove koje Prodavac trpi zbog kašnjenja Kupca sa preuzimanjem proizvoda. U slučaju kašnjenja Kupca sa preuzimanjem robe, rizik nenamerne štete ili uništenja proizvoda biće prenet na Kupca prvog dana kašnjenja Kupca. Iznos koji Prodavac može mesečno potraživati na ime ugovorne kazne biće ograničen na pet procenata (5%) vrednosti robe sa kojom je Kupac u kašnjenju, osim ukoliko Ugovorom o kupoprodaji nije drugačije dogovoreno.

6. KVALITATIVNI I KVANTITATIVNI PRIJEM

6.1. Kvalitativni i kvantitativni prijem vrši se u mestu isporuke robe. Ukoliko se prilikom primopredaje ustanovi manjak, višak ili oštećenje robe, ta činjenica će se konstatovati na licu mesta, koju će potpisati ovlašćena lica ugovornih strana. U slučaju konstatovanja viška ili oštećenja robe, ista će biti odmah vraćena Prodavcu na njegov teret, a u slučaju konstatovanja manjka, u najkraćem roku će se izvršiti isporuka nedostajuće robe.

6.2. Kupac je obavezan da pregleda robu odmah po prijemu. Kupac mora istaći eventualne materijalne nedostatke odmah, a najkasnije u roku od 8 dana od

Communication regarding order changes and new mutually agreed deadlines takes place through the official e-mail addresses of the Buyer and the Seller.

5.3. The contract may provide for the delivery of goods at the parity of the Seller's FCA warehouse or the Buyer's DAP warehouse (Incoterms 2020). If the Agreement does not specify the delivery terms, the Buyer must promptly upon receipt of notification that the goods are ready for delivery, and before the expiration of the deadline from section 5.1. (14 days) inform the Seller accurately, clearly and comprehensively regarding the method of taking over the goods (time, means of transport and other circumstances).

5.4. The goods are delivered to the Buyer in compliance with the standard method of packaging and delivery of the Seller. Most of the accessories and mechanisms are sold in the original packaging, not as individual pieces. The Seller is unable to open the original packages, which are sold intact as a whole.

5.5. The Buyer has the possibility to request packaging of the goods that differs from the standard one (special packaging), which he is obliged to indicate on the order. Special packaging is charged additionally according to the valid packaging price list, depending on the specification and material used for packaging. The price for special packaging will be shown separately on the invoice.

5.6. If the Buyer does not take possession of the goods within the agreed time period, the Seller reserves the right to calculate and recover from the Buyer the costs incurred due to the Buyer's delay in taking over the products. Should the Buyer delay in taking over the goods, the risk of accidental damage or destruction of the product will be transferred to the Buyer on the first day of their delay. The amount that the Seller can claim monthly as a contractual penalty will be limited to five percent (5%) of the value of the goods for which the Buyer is in arrears, unless otherwise agreed in the Purchase Agreement.

6. QUALITATIVE AND QUANTITATIVE ADMISSION

6.1. Qualitative and quantitative reception is performed at the place of delivery of the goods. If a shortage, surplus or damage to the goods is found during the handover, this will be immediately noted and signed by the authorized persons of the contracting parties. In case of excess or damage to the goods, they will be promptly returned to the Seller at his expense, and in the event of a deficiency, the missing goods will be delivered as soon as possible.

6.2. The Buyer is obliged to inspect the goods immediately upon receipt. The Buyer must point out any material defects immediately, and no later than within 8

datumu isporuke. U slučaju skrivenih nedostataka, Kupac će uložiti reklamaciju odmah, a najkasnije u roku od 8 dana od otkrivanja takvog nedostatka. Prodavac neće biti odgovoran za skrivene nedostatke koji se pokažu po proteku 180 dana nakon prijema robe.

6.3. U slučaju da Kupac ukaže na skrivene mane i uloži reklamaciju u skladu sa tačkom 6.2. Prodavac je obavezan da uputi ovlašćenog predstavnika za kontrolu kvaliteta koji će utvrditi činjenično stanje i o tome na licu mesta sa predstavnikom Kupca sačiniti odgovarajući zapisnik. Reklamacije Kupca rešava za to nadležno odeljenje kod Prodavca, a o odluci je dužno da Kupca obavesti pisanim putem.

6.4. Prodavac se obavezuje da će rešiti sve reklamacije u razumnom roku, za svu robu za koju Kupac ima odgovarajuću garanciju i čiji je nedostatak blagovremeno javljen Prodavcu.

6.5. Bilo kakvo fizičko oštećenje robe koje je rezultat udara, pada, delovanja fizičke ili druge sile, nepravilnog transporta i dr. ne podleže garanciji, osim ako Kupac ne dokaže da je primio takvu robu nakon potpisivanja dokumenta o preuzimanju.

6.6. Kupac će izgubiti garanciju u slučaju nepravilnog korišćenja, obrade ili skladištenja proizvoda.

6.7. Prodavac neće biti odgovoran ni za kakvu štetu koja je naneta Kupcu kao posledica kašnjenja Prodavca da ispuni svoje ugovorne obaveze zbog nepravilnih ili netačnih informacija, specifikacija, projekata ili drugih informacija koje je pružio Kupac.

7. CENA I USLOVI PLAĆANJA

7.1. Proizvodi iz asortimana Prodavca prodaju se po cenama iz cenovnika koje su formirane na paritetu 1 EUR = protivvrednost dinara po srednjem kursu NBS, na dan fakturisanja.

7.2. Prodavac definiše pripadnost cenovniku za pojedine serije profila i pojedine grupe pratećeg materijala i posebne kategorije artikala, koji su Kupcu stalno dostupni (u osnovnom obliku i sa promenama) preko zvanične web strane Prodavca, a isti može biti dostavljen i na zahtev Kupca.

7.3. Sva plaćanja se vrše na osnovu izdatih faktura. Datum dospelca precizira se u fakturi u skladu sa odredbama Ugovora. U slučaju zakasnelog plaćanja, Prodavac ima pravo da naplati zateznu kamatu za kašnjenje u plaćanju, shodno pozitivnim propisima.

7.4. Prodavac može Ugovorom Kupcu odobriti kreditni limit – maksimalno zaduženje – koje predstavlja sumu svih neplaćenih faktura, a koje se može korigovati jednom godišnje.

days from the delivery date. In the case of hidden defects, the Buyer shall file a complaint immediately, and no later than within 8 days of the discovery of such defect. The Seller will not be responsible for hidden defects that become apparent after 180 days have passed after receiving the goods.

6.3. If the Buyer identifies hidden defects and makes a complaint in accordance to section 6.2., the Seller is obligated to dispatch an authorized quality control representative who will determine the factual situation and draw up an appropriate report on the matter on the spot with the representative of the Buyer. The Buyer's complaints will be addressed and resolved by the relevant department within the Sellers organization and the Buyer must be notified of the decision in writing.

6.4. The Seller undertakes to resolve all complaints within a reasonable time, for all goods for which the Buyer has a suitable guarantee and the lack of which has been reported to the Seller in a timely manner.

6.5. Any physical damage to goods resulting from impact, fall, action of physical or other force, improper transportation, etc. is not covered by the warranty, unless the Buyer proves that he received such goods after signing the acceptance document.

6.6. The Buyer will lose the warranty if the product is improperly used, processed or stored by the Buyer.

6.7. The Seller shall not be liable for any damage caused to the Buyer as a result of the Seller's delay in fulfilling its contractual obligations due to improper or inaccurate information, specifications, designs or other information provided by the Buyer.

7. PRICE AND TERMS OF PAYMENT

7.1. Products from the Seller's inventory are sold at prices from the price list, which are based on the exchange rate of 1 EUR = the equivalent amount of dinars at the middle exchange rate of the NBS, on the day of invoicing.

7.2. The Seller defines the distribution for certain series of profiles and certain accessories and special categories of articles to the price list, which are constantly available to the Buyer (in both basic form and with any updates) through the Sellers's official website, and the same can be delivered at the request of the Buyer.

7.3. All payments are made on the basis of issued invoices. The due date is specified in the invoice in accordance with the provisions of the Agreement. In case of late payment, the Seller has the right to charge late payment interest, in accordance with applicable regulations.

7.4. The Seller can grant the Buyer a credit limit - maximum debt - which represents the sum of all unpaid invoices, and which can be adjusted once a year.

7.5. U slučaju odobrenog odloženog plaćanja, maksimalna vrednost preuzete robe ne može premašiti iznos odobrenog maksimalnog zaduženja.

7.6. U slučaju da suma neplaćenih faktura Kupca prevazilazi iznos odobrenog maksimalnog zaduženja ili ukoliko postoje fakture kojima je istekla valuta plaćanja, Prodavac ima pravo da prekine proizvodnju novih porudžbina ili da obustavi isporuku postojećih porudžbina sve do momenta dok Kupac ne izvrši uplatu u iznosu dovoljnom kako bi se postigli dogovoreni uslovi plaćanja.

7.7. Ukoliko se Kupcu odobrava odloženo plaćanje Kupac će prilikom zaključenja Ugovora o kupoprodaji dostaviti dve registrovane blanko solo menice, kao sredstvo obezbeđenja dozvoljenog maksimalnog zaduženja definisanog tačkom 7.3, uz koje dostavlja menična ovlašćenja i karton deponovanih potpisa. Kupcu neće biti odobreno odloženo plaćanje, odnosno maksimalno zaduženje pre nego što dostavi navedenu dokumentaciju. Prodavac zadržava pravo da u bilo kom momentu nakon kašnjenja od preko 15 dana od roka plaćanja, pokrene postupak naplate svih dospelih potraživanja sa kamatom iz sredstava datih na ime obezbeđenja plaćanja.

7.8. Kupcu može biti odobrena mogućnost avansnog plaćanja, koju, ukoliko ima odobreno odloženo plaćanje, može koristiti ukoliko nema dospelih obaveza po osnovu isporuka sa odloženim plaćanjem.

7.9. Prodavac može Ugovorom odobriti Kupcu osnovni rabat za aluminijumske profile i prateći materijal.

7.10. Prodavac može Ugovorom odobriti Kupcu dodatni rabat koji zavisi od ukupnog ostvarenog godišnjeg prometa. Ukoliko se Kupcu odobri rabat različit od osnovnog rabata, tako ostvareni promet se neće uzimati u obzir prilikom utvrđivanja ostvarenog ukupnog godišnjeg prometa bez poreza i na njega se neće obračunavati dodatni rabat.

7.11. Obračun dodatnog rabata se vrši na godišnjem nivou, na kraju kalendarske godine. Za obračun dodatnog rabata, na kraju kalendarske godine Kupac ne sme biti zadužen preko odobrenog maksimalnog zaduženja i van ugovorene valute plaćanja iz 7.3. i 7.5.

8. RASKID UGOVORA

8.1. Svaka strana može jednostrano raskinuti ugovor pisanim obaveštenjem upućenim drugoj strani uz obavezu da eventualne postojeće obaveze na dan slanja izjave o raskidu ispuni u roku od 15 dana.

8.2. Kupac može jednostrano raskinuti ugovor u pisanoj formi do trenutka isporuke proizvoda. U tom slučaju, Kupac je dužan da plati Prodavcu sve troškove koji podrazumevaju razliku između ugovorene vrednosti aluminijumske sirovine na dan zaključenja

7.5. In the case of an approved deferred payment, the total value of the goods received over cannot exceed the approved maximum debit amount.

7.6. In the event that the sum of the Buyer's unpaid invoices exceeds the amount of the approved maximum debit or if there are invoices whose payment currency has expired, the Seller has the right to stop the production of new orders or to suspend the delivery of existing orders until the Buyer makes a payment in an amount sufficient to reach the agreed payment terms.

7.7. If the Buyer is approved for deferred payment, the Buyer will submit two registered blank solo promissory notes when concluding the Sale Agreement, as a means of securing the maximum allowed debt outlined in section 7. In addition, the Buyer will submit promissory notes and a record of deposited signatures. The Buyer will not be granted deferred payment, i.e. maximum debt, before submitting the specified documentation. The Seller reserves the right to, at any time after a delay of more than 15 days from the payment deadline, initiate the collection procedure of all due claims with interest from the funds provided in the name of payment security.

7.8. The Buyer may be granted the possibility of advance payment, which, if he has been granted deferred payment, he may use if there are no overdue obligations based on deliveries with deferred payment.

7.9. The Seller can grant the Buyer a basic rebate for aluminum profiles and accompanying material in the Agreement.

7.10. The Seller can grant the Buyer an additional rebate depending on the total annual turnover. If the Buyer is granted a rebate different from the basic rebate, the turnover achieved in this way will not be taken into account when determining the total annual turnover without tax and no additional rebate will be calculated on it.

7.11. The calculation of the additional rebate is done on an annual basis, at the end of the calendar year. For the calculation of the additional rebate, at the end of the calendar year, the Buyer must not be indebted beyond the approved maximum indebtedness and outside the agreed payment currency from 7.3. and 7.5.

8. TERMINATION OF AGREEMENT

8.1. Each party can unilaterally terminate the contract by written notice to the other party with the obligation to fulfill any existing obligations on the day of sending the termination statement within 15 days.

8.2. The Buyer can unilaterally terminate the contract in writing until the moment of delivery of the product. In that case, the Buyer is obliged to pay the Seller all costs that include the difference between the contracted value of the aluminum raw material on the day of the

ugovora/potvrde porudžbine i tržišne vrednosti u trenutku prijema izjave o raskidu ugovora, troškova rada, usluga, finansiranja i drugih troškova nastalih usled jednostranog raskida ugovora.

8.3. Prodavac može jednostrano raskinuti ugovor bez ostavljanja dodatnog roka za ispunjenje obaveza od strane Kupca, ako Kupac: (a) ne plati bilo koji iznos koji dužuje po ugovoru u roku od 5 (pet) dana od prijema pisanog obaveštenja o propustu da se izvrši plaćanje; (b) krši odredbe Ugovora ili (c) bude pokrenut postupak koji ukazuje na insolventnost Kupca (stečaj, likvidacija, blokada poslovnih računa...)

8.4. Prodavac i Kupac mogu da raskinu Ugovor sporazumno, te sporazumom utvrde način ispunjenja međusobnih dospelih obaveza do dana sporazumnog raskida Ugovora.

9. VIŠA SILA

9.1. Nijedna Ugovorna strana neće biti odgovorna za kašnjenje ili neispunjenje obaveza u slučaju da je kašnjenje posledica događaja više sile i pod uslovom da blagovremeno i pismenim putem obavesti drugu Ugovornu stranu o višoj sili i razlozima kašnjenja. Pod višom silom podrazumeva se događaj koji je pogodio Ugovornu stranu ili obe Ugovorne strane i van je kontrole te strane ili obe Ugovorne strane i ne može se razumno predvideti ili izbeći (npr. rat, teroristički akti, zemljotres, poplava...).

9.2. Ukoliko događaj koji se može smatrati višom silom traje duže od 30 dana svaka strana može da raskine ovaj ugovor dostavljanjem pisanog obaveštenja drugoj Ugovornoj strani ili će se Ugovorne strane sporazumeti o daljem postupanju u izvršavanju odredaba Ugovora ili sporazumno raskidu ugovora. U slučaju raskida Ugovora zbog više sile Kupac je u obavezi da izmiri sve svoje novčane obaveze koje ima prema Prodavcu bez odlaganja.

9.3. Prodavac neće biti odgovoran za moguće propuste da izvršava svoje obaveze, niti za kašnjenja koje uzrokuje viša sila, kao što su štrajkovi, požari, poplave, zemljotresi, olujni vetrovi, incidenti, saobraćajni kolapsi, ukazi bilo kog državnog organa, ratovi, ustanci ili neredi, epidemije ili bilo koji drugi nepredvidivi događaji. Pored toga, Prodavac neće biti odgovoran ni za kakve propuste ili kašnjenja uzrokovane nedostatkom radne snage, energenata, sirovina, proizvodnih ili transportnih kapaciteta.

conclusion of the contract/order confirmation and the market value at the time of receipt of the declaration of termination of the contract, labor costs, services, financing and other costs incurred as a result of unilateral termination of the contract.

8.3. The Seller may unilaterally terminate the contract without leaving an additional deadline for the fulfillment of obligations by the Buyer, if the Buyer: (a) fails to pay any amount owed under the contract within 5 (five) days of receiving written notice of failure to make payment; (b) violates the provisions of the Agreement or (c) proceedings are initiated that indicate the Buyer's insolvency (bankruptcy, liquidation, blocking of business accounts...)

8.4. The Seller and the Buyer can terminate the Agreement by mutual agreement, and by agreement determine the manner of fulfilling mutual due obligations until the date of mutual termination of the Agreement.

9. FORCE MAJEURE

9.1. Neither Contracting Party shall be responsible for delay or non-fulfillment of obligations in the event that the delay is the result of force majeure events and provided that it promptly and in writing informs the other Contracting Party of the force majeure and the reasons for the delay. Force majeure means an event that has affected the Contracting Party or both Contracting Parties and is beyond the control of that party or both Contracting Parties and cannot reasonably be predicted or avoided (eg war, acts of terrorism, earthquake, flood...).

9.2. If an event that can be considered a force majeure lasts longer than 30 days, each party may terminate this agreement by delivering a written notice to the other Contracting Party, or the Contracting Parties will agree on further action in executing the provisions of the Contract or terminating the contract by mutual agreement. In case of termination of the Agreement due to force majeure, the Buyer is obliged to settle all his financial obligations to the Seller without delay.

9.3. The Seller shall not be liable for any failure to perform its obligations, nor for delays caused by force majeure, such as strikes, fires, floods, earthquakes, windstorms, incidents, traffic breakdowns, decrees of any governmental authority, wars, uprisings or riots, epidemics or any other unforeseen events. In addition, the Seller will not be responsible for any failures or delays caused by a lack of labor, energy, raw materials, production or transportation capacity.

10. POVERLJIVOST

10.1. Poverljive informacije proistekle iz ugovornog odnosa i ugovorne dokumentacije (finansijski podaci, cene, klijenti, projekti, ekonomski podaci, procedure, tehnike, ...) Ugovorne strane će tretirati i zaštititi sa istim stepenom pažnje koji koriste da zaštite svoje Poverljive informacije, ali ne manjim od razumnog stepena pažnje, i sprečiti neovlašćeno, nemarno ili nenamerno korišćenje, otkrivanje ili objavljivanje tokom i po prestanku trajanja Ugovora.

10.2. Ugovorne strane neće odavati poverljive informacije druge ugovorne strane trećim licima, bez pisane saglasnosti, niti će ih koristiti u druge svrhe osim u svrhu izvršenja Ugovora.

10.3. Svaka ugovorna strana može otkriti poverljive informacije druge ugovorne strane samo svojim zaposlenima ili savetnicima koji moraju da ih znaju u svrhu izvršenja Ugovora, pod uslovom da su takvi zaposleni i savetnici vezani obavezom poverljivosti.

11. ZAŠTITA PODATAKA O LIČNOSTI

11.1. U skladu sa odredbama Zakona o zaštiti podataka o ličnosti "Sl.glasnik RS", br.87/2018, Alumil YU Industry kao Prodavac obaveštava Kupce o svrsi i osnovu prikupljanja i obrade podataka, vrsti podataka koju obrađuje, primaocima podataka, načinu njihovog čuvanja, kao i o pravima u pogledu obrade i načinu na koja se ostvaruju.

11.2. Prodavac obrađuje lične podatke samo onih nosilaca podataka sa kojima stupa u kontakt u cilju obavljanja svog poslovanja, bilo tako što prikuplja podatke direktno od ovih lica, bilo preko poslodavaca, saugovarača, poslovnih partnera ili gde je primenjivo, trećih lica. Podaci o ličnosti se uvek obrađuju u skladu sa principom ograničenja roka čuvanja, u minimalnom vremenskom periodu u kome je radi ispunjenja konkretne svrhe bitno da lica na koje se podaci odnose mogu biti identifikovana.

11.3. Prodavac prikuplja podatke o ličnosti fizičkih lica koja samostalno postupaju, tako i fizičkih lica koja su zaposlena kod poslovnih partnera (pravnih lica). Obrada se vrši u cilju zaključenja ugovora i u cilju izvršenja i ispunjenja svih zakonskih obaveza koje Prodavac ima.

11.4. Fizička lica čiji se podaci obrađuju, u skladu sa primenjivim propisima o zaštiti podataka o ličnosti, mogu ostvariti kod Prodavca pravo na informisanost, pravo na pristup/kopiju, pravo na ispravku, pravo na ograničavanje obrade, pravo na prigovor, pravo na brisanje, pravo žalbe. Da bi se realizovalo neko od navedenih prava, fizičko lice može kontaktirati

10. CONFIDENTIALITY

10.1. Confidential information resulting from the contractual relationship and contractual documentation (financial data, prices, clients, projects, economic data, procedures, techniques, ...) The contracting parties will treat and protect with the same degree of care that they use to protect their Confidential Information, but not less than reasonable degree of care, and prevent unauthorized, negligent or unintentional use, disclosure or disclosure during and after termination of the Agreement.

10.2. The contracting parties will not disclose confidential information of the other contracting party to third parties, without written consent, nor will they use it for purposes other than the purpose of executing the Contract.

10.3. Each party may disclose confidential information of the other in speaking parties only to their employees or advisors who need to know them for the purpose of executing the Agreement, provided that such employees and advisors are bound by confidentiality obligations.

11. PROTECTION OF PERSONAL DATA

11.1. In accordance with the provisions of the Personal Data Protection Act "Official Gazette of the RS", No. 87/2018, Alumil YU Industry as the Seller informs the Buyers about the purpose and basis of data collection and processing, the type of data it processes, the recipients of the data, the method of their storage, as well as the rights regarding processing and the way in which they are exercised.

11.2. The Seller processes the personal data of only those data holders with whom it comes into contact in order to perform its business, either by collecting data directly from these persons, or through employers, co-contractors, business partners or, where applicable, third parties. Personal data is always processed in accordance with the principle of limitation of the storage period, in the minimum period of time in which, in order to fulfill a specific purpose, it is important that the persons to whom the data refer can be identified.

11.3. The Seller collects personal data of natural persons who act independently, as well as natural persons who are employed by business partners (legal entities). The processing is carried out for the purpose of concluding the contract and for the purpose of execution and fulfillment of all legal obligations that the Seller has.

11.4. Natural persons whose data are processed, in accordance with the applicable regulations on the protection of personal data, can exercise with the Seller the right to information, the right to access/copy, the right to correction, the right to limit processing, the right to object, the right to deletion, the right complaints. In order to realize any of the aforementioned rights, a natural person can contact the Seller at any time

Prodavca u svakom trenutku (dpo.serbia@alumil.com). Kontakt osoba je Jovana Jorgić.

12. MERODAVNO PRAVO

12.1. Merodavno pravo za primenu i tumačenje Opštih uslova prodaje i Ugovor o kupoprodaji zaključenog između Prodavca i Kupca, kao i za sve sporove koji proisteknu ili su u vezi sa Ugovorom ili Opštim uslovima prodaje, je pravo Republike Srbije.

12.2. Ugovorne strane će nastojati da sve sporove reše dogovorom. Ukoliko se ne postigne dogovor, za rešavanje sporova biće nadležan Privredni sud u Beogradu.

13. OSTALE ODREDBE

13.1. Kupac je obavezan da o svakoj statusno ili drugoj promeni vezanoj za opšte podatke (tekući račun, ovlašćena lica, upotreba pečata, promena sedišta firme...) pisanim putem obavesti Prodavca u roku od 10 dana od dana nastale promene.

13.2. Sva komunikacija u vezi sa izvršenjem Ugovora vršiće se pisanim putem.

13.3. Opšti uslovi prodaje su napisani na srpskom i engleskom jeziku. U slučaju dvosmislenosti ili nedoslednosti, Opšti uslovi prodaje na srpskom jeziku biće merodavni za razjašnjenje i tumačenje. Ako su Prodavac i Kupac iz različitih zemalja, komunikacija će se vršiti na engleskom jeziku, shodno dogovoru ugovornih strana ili u skladu sa utvrđenom praksom između ugovornih strana.

13.4. Opšti uslovi prodaje i sve izmene počinju da važe na dan objavljivanja na web-sajtu Prodavca - www.alumil.rs. Opšti uslovi prodaje važiće neograničeno ili do izmene istih. Kupac će biti odgovoran da pre sklapanja ugovora proveri važenje Opštih uslova prodaje i da prati eventualne izmene istih na web-sajtu Prodavca. Izmene i dopune Opštih uslova prodaje vrše se internim aktom Prodavca. Ukoliko Kupac ne prihvata izmenu/dopunu Opštih uslova prodaje dužan je da o tome pisanim putem obavesti Prodavca i da podnese zahtev za raskid Ugovora.

(dpo.serbia@alumil.com). The contact person is Jovana Jorgić.

12. GOVERNING LAW

12.1. The applicable law for the application and interpretation of the General Terms and Conditions of Sale and the Purchase Agreement concluded between the Seller and the Buyer, as well as for all disputes arising from or related to the Agreement or the General Conditions of Sale, is the law of the Republic of Serbia.

12.2. The contracting parties will try to resolve all disputes by agreement. If no agreement is reached, the Commercial Court in Belgrade will be responsible for resolving disputes.

13. OTHER PROVISIONS

13.1. The Buyer is obliged to notify the Seller in writing of any status or other change related to general data (current account, authorized persons, use of seal, change of company headquarters...) within 10 days from the date of the change.

13.2. All communication related to the execution of the Agreement will be done in writing.

13.3. The General Conditions of Sale are written in Serbian and English. In case of ambiguity or inconsistency, the General Terms of Sale in the Serbian language will be authoritative for clarification and interpretation. If the Seller and the Buyer are from different countries, the communication will be in English, according to the agreement of the contracting parties or in accordance with the established practice between the contracting parties.

13.4. The General Conditions of Sale and all changes come into effect on the day of publication on the Seller's website - www.alumil.rs. The General Conditions of Sale will be valid indefinitely or until they are changed. The Buyer will be responsible for checking the validity of the General Conditions of Sale before concluding the contract and for following any changes to them on the Seller's website. Amendments to the General Conditions of Sale are made by an internal act of the Seller. If the Buyer does not accept the amendment/addition to the General Conditions of Sale, he is obliged to inform the Seller about this in writing and to submit a request for termination of the Agreement.

U Novoj Pazovi, 01. oktobar 2024.godine

ALUMIL YU INDUSTRY AD

Nova Pazova