

**OPŠTI USLOVI OMV SRBIJA d.o.o. Beograd
ZA PRODAJU I ISPORUKU NAFTNIH
DERIVATA**

**GENERAL TERMS AND CONDITIONS OF OMV
SRBIJA d.o.o. Beograd FOR SALE AND
DELIVERY OF PETROLEUM PRODUCTS**

1. Opšte odredbe

- 1.1 Ovim Opštim uslovima za prodaju i isporuku naftnih derivata OMV Srbija d.o.o., sa sedištem u Beogradu, Omladinskih brigada 90A, matični broj 17321480, koga zastupaju Decebal Sorin Tudor, generalni direktor i Žarko Vuković, ostali zastupnik (u daljem tekstu: "**OMV**") se stavljaju van snage i u celosti zamenjuju ranije doneti Opšti uslovi za prodaju i isporuku naftnih derivata, kao i sve izmene i dopune istih.
- 1.2 Ovi Opšti uslovi za prodaju i isporuku naftnih derivata (u daljem tekstu: "**Opšti uslovi**") uključuju uslove i postupak za zaključenje i izvršenje ugovora o snabdevanju i kupovini naftnih derivata između OMV-a i kupca u skladu sa ugovorom (u daljem tekstu: "**Klijent**"), u vezi sa trgovinom na veliko naftnim derivatima – gorivima i mazivima (u daljem tekstu: "**Proizvodi**") i prava na upotrebu opreme u vezi sa Proizvodima u određenom periodu koje OMV obezbeđuje Klijentu.
- 1.3 Ovi Opšti uslovi čine sastavni deo ugovora o snabdevanju i kupovini naftnih derivata koje OMV zaključuje sa klijentima (u daljem tekstu: "**Ugovori**"), osim ukoliko to nije drugačije ugovoreno. U slučaju nesaglasnosti između odredaba Ugovora i Opštih uslova, primenjivaće se odredbe predviđene Ugovorom.
- 1.4 Opšti uslovi postaju obavezujući za Klijenta od momenta potpisivanja Ugovora, a pod uslovom da se Ugovor poziva na iste.

1. General Stipulations

- 1.1 This General Terms and Conditions for Sale and Delivery of Petroleum Products of OMV Srbija d.o.o., having its seat in Belgrade at 90A Omladinskih Brigada Street, identification no. 17321480, represented by Decebal Sorin Tudor, general manager and Žarko Vuković, other representative (hereinafter referred to as "**OMV**") takes out of the force and completely substitutes the previous General Terms and Conditions for Sale and Delivery of Petroleum Products, as well as all amendments and supplements to the same.
- 1.2 The present General Terms and Conditions for Supply and Purchase of Petroleum Products (hereinafter referred to as the "**General Terms and Conditions**" or "**GTC**") comprise the terms and procedure for conclusion and performance of the agreements for supply and purchase of petroleum products as executed by and between OMV and the purchaser under the agreement (hereinafter referred to as the "**Client**"), concerning the wholesale trade with petroleum products-fuels and lubricants (hereinafter referred to as "**Products**") and the right of use of equipment related to the Products for a specified period as provided by OMV to the Client.
- 1.3 The present General Terms and Conditions shall constitute an integral part of the agreements for supply and purchase of petroleum products as executed by OMV (hereinafter referred to as the "**Agreements**"), unless otherwise agreed. In the event of discrepancies between the provisions of the Agreement and the provisions of the GTC, the stipulations of the Agreement shall prevail.
- 1.4 The General Terms and Conditions shall become binding upon the Client as of the moment of signing of the Agreement, and under condition that the Agreement explicitly refers to them.

2. Ponude; Obaveštenja.

Ponuda koju OMV učini obavezujuća je do isteka roka koji je definisan u ponudi, a nakon isteka roka, OMV nije u obavezi da izvrši prodaju i isporuku Proizvoda koji su u njoj navedeni. Sve izjave, obaveštenja, porudžbine ili bilo koja druga saopštenja koja se podnose od strane OMV-a moraju biti u pisanoj formi da bi imala dejstvo na Klijenta.

3. Uzorci

Besplatni uzorci i modeli koje OMV može da dostavi Klijentu imaju reprezentativni karakter u pogledu prodaje veće količine Proizvoda i ne obavezuju OMV u smislu kvaliteta Proizvoda. Uzorci i modeli služe samo kao informacija Klijentu, pod uslovom da se svi tehnički rezultati analize, uključujući one koje se tiču minimalnih i maksimalnih vrednosti, smatraju aproksimativnim.

4. Porudžbina

4.1 Porudžbina. Forma porudžbine.

- (a) Klijent naručuje Proizvode tako što upućuje Porudžbinu u formi koju je sačinio OMV i to 2 (dva) radna dana pre utvrđenog datuma isporuke. OMV zadržava pravo da postavi svoj rok za isporuku netradicionalnih Proizvoda (npr. Proizvoda koji se nasumice naručuju ili određene količine Proizvoda). Potrebno je da proizvodi koji se isporučuju budu naručeni putem pisanog dokumenta (faksom, dopisom ili slično) i/ili elektronskim putem. U slučaju nekog nesporazuma, Porudžbina u pismenoj formi ima prioritet nad Porudžbinom koja se podnese elektronskim putem. Porudžbina se dostavlja Korisničkom centru najkasnije do 12:00 h za isporuke koje će se izvršiti u periodu od 24 do 48 sati. Za Klijente koji Proizvode preuzimaju na skladištu OMV-a, Porudžbenica se može dostaviti bilo kada u toku radnog vremena.

2. Offers; Notices.

The offer made by OMV shall be binding until the expiry of the term as defined therein and following this expiry OMV shall not be obliged to effectuate the sale and delivery of the Products referred to therein. Any representation, notice, order or other communication to be given or made by OMV shall be in writing in order to take effect regarding the Client.

3. Samples

Free of charge samples and models, which may be provided by OMV to the Client, have representative character with regard to a sale of a larger amount of Products and shall not bound OMV regarding the quality of the Products. Samples and models shall be for Client's information only, provided that all technical results from the analyses, including these concerning the minimum and maximum values, shall be considered as approximate.

4. Order

4.1 Order. Order Form.

- (a) Products that are to be delivered shall be ordered by Client by way of placing an Order, executed in a sample drafted by OMV, within 2 (two) business days prior to the specified day for the delivery. OMV shall retain its right to establish an individual term for delivery of untraditional Products (i.e. Products that are randomly ordered or specific quantity of the Products). Products that are to be delivered shall be ordered in a paper document (by facsimile, letter or the like) and/or by electronic means of communication. In the event of a contradiction raised, the Order placed in a paper document shall prevail over the Order placed by electronic means of communication. For fuel orders delivered by OMV, the orders should be sent to OMV Client Service Department by latest 12:00 PM for the deliveries taken place between the next 24 to 48 hours. For Clients, delivered at OMV's storage, Orders can be placed anytime during the working hours.

(b) **Porudžbina putem Online Portala**

Nakon što popuni i potpiše pristupnicu za Onlajn Portal, Klijent može poručiti proizvode tako što porudžbinu unosi u za to namenjen Onlajn Portal u roku od minimum jednog dana pre predviđenog datuma isporuke/utovara.

Pristupanje Onlajn Portalu Klijent može koristiti za: praćenje porudžbina, iskorištenosti ugovorene visine kreditnog limita, pregled faktura, kao i omogućiti pristup Onlajn Portalu za više lica u okviru društva Klijenta. Smatraće se da je svako lice, koje uz unos Klijentovog korisničkog imena i lozinke pristupi Onlajn Portalu, ovlašćeno od strane Klijenta za pristup. Klijent je odgovoran za bilo koji način zloupotrebe Onlajn Portala, ili neovlaštene upotrebe. Klijent je obavezan da o tome obavesti OMV bez odlaganja, kao i da zaštititi i obešteti OMV od svake štete i/ili troška, koji mogu nastati usled neovlaštene upotrebe.

OMV zadržava pravo izmena, suspenzije ili obustave dostupnosti Onlajn Portala, bez prethodnog obaveštavanja Klijenta, ali će nastojati da klijentu uputi blagovremeno obaveštenje o nastaloj promeni.

(c) OMV ima pravo da odabere prevoznika i rutu ukoliko Klijent u tom smislu nema posebnih zahteva i ukoliko transport obavlja OMV.

(d) Količina Proizvoda jedne porudžbine neće biti manja od 5.000 (pet hiljada) litara kada su u pitanju isporuke goriva, i 25.000 (dvadestpet hiljada) kilograma, u slučaju crnih derivata. (bitumen, polimer bitumen, mazut).

4.2 **Potvrda Porudžbine.** Porudžbine nisu obavezujuće za OMV sve dok ih OMV pismenim putem ne potvrdi. OMV ima obavezu da potvrdi Porudžbinu u roku od 1 (jednog) radnog dana po prijemu Porudžbine, i na taj način potvrdi svoju nameru da izvrši Porudžbinu u skladu sa ovde navedenim odredbama i uslovima. U slučaju odbijanja da izvrši Porudžbinu koju je podneo Klijent, OMV će Klijenta pismenim putem obavestiti o odsustvu potvrde

(b) **Order via Online Portal**

After filling out and signing the application form for the Online Portal, the Client can order products by entering the order in the Online Portal intended for that purpose at least one day before the expected delivery/loading date.

Access to the Online Portal can be used by the Client for: tracking orders, utilization of the contracted amount of the credit limit, reviewing invoices, as well as providing access to the Online Portal for several persons within the Client's company. Any person who accesses the Online Portal by entering the Client's username and password will be deemed to be authorized by the Client for access. The Client is responsible for any misuse of the Online Portal, or unauthorized use. The Client is obliged to inform OMV about this without delay, as well as to protect and indemnify OMV from any damage and/or expense that may arise as a result of unauthorized use.

OMV reserves the right to change, suspend or suspend the availability of the Online Portal, without prior notification to the Client, but will endeavor to notify the Client in a timely manner of the resulting change.

(c) OMV shall be entitled to choose the carrier and its route in event of no special indications to this effect on the part of the Client and when the transportation has been performed by OMV.

(d) The quantity of the Product for a single order shall not be less than 5,000 (five thousand) liters, with regard to the orders for delivery of fuels and 25,000 (twentyfive thousands) kilograms, regarding black products (Bitumen, PmB, LFO).

4.2 **Confirmation of the Order.** Orders shall not be binding upon OMV, until their confirmation made in writing by OMV. OMV shall be under the obligation to confirm the Order as placed within one (1) business day as of its receipt thus affirming its intention to commence the performance pursuant to this Order in accordance with the terms and conditions, specified therein. In case of refusal to perform the Order as placed by the Client, OMV shall inform the Client about

Porudžbine u roku koji je utvrđen u prethodnoj rečenici.

5. Klauzula o opremi (investicijama)

- 5.1 Klauzula o opremi primenjuje se na Ugovore, ukoliko ovi Ugovori eksplicitno predviđaju takvu klauzulu. Oprema će detaljno biti opisana u Ugovoru (u daljem tekstu: "**Oprema**").
- 5.2 Obezbeđivanje Opreme Klijentu, bez naknade od strane OMV-a zavisice od tačnosti izvršenja obaveza od strane Klijenta u vezi sa kupovinom ugovorene minimalne količine Proizvoda kao što je utvrđeno Ugovorom.
- 5.3 Oprema u celini, uključujući i bilo koju zamenu ili rezervne delove, jeste i ostaje isključivo vlasništvo OMV-a.
- 5.4 **Odgovornost Klijenta.**
- (a) Klijent će biti odgovoran za svaku štetu nanetu Opremi, osim uobičajenog habanja. Ukoliko se Oprema izgubi, ukrade, uništi ili nepovratno oštetiti na bilo koji način, Klijent je u obavezi da bez odlaganja o tome obavesti OMV i da OMV-u naknadi pun iznos nastale štete po tom osnovu.
- (b) Odgovornost za nanetu štetu i sve troškove koji se načine u vezi sa održavanjem, odlaganjem i upotrebom Opreme za vreme trajanja Ugovora, snosiće Klijent.
- (c) Troškove isporuke i instaliranja Opreme će snositi Klijent. Klijent će OMV obešteti za sve troškove u vezi sa povraćajem Opreme koji su posledica neizvršenja obaveza Klijenta po Ugovoru, uključujući i troškove transporta.
- 5.5 Klijent ima sledeće obaveze u skladu sa Ugovorom, a koje se tiču njegovog prava besplatnog korišćenja Opreme koje mu omogućava OMV za vreme trajanja Ugovora:

the absence of a confirmation of the Order in writing within the term specified in the preceding sentence.

5. Equipment (Investment) Clause

- 5.1 The Equipment Clause shall be applied in respect of Agreements where these Agreements explicitly provide for such clause. The Equipment shall be described in detail in the Agreement (hereinafter referred to as the: "**Equipment**").
- 5.2 The free of charge providing of the Equipment by OMV to the Client shall be conditional upon the exact performance of the obligations of the Client related to the purchase of the negotiated minimal quantities of the Products as specified in the Agreement.
- 5.3 The Equipment, in its entirety with any replacement or spare parts inclusive, is and shall remain exclusive property of OMV.
- 5.4 **Client's Liability.**
- (a) The Client shall be liable for any damage to the Equipment, usual wear and tear excepted. If the Equipment is lost, stolen, destroyed or irreparably damaged from any cause whatsoever, Client shall without delay notify OMV of the occurrence, and compensate to OMV the full amount of damages suffered resulting from such damage.
- (b) The liability for damages caused and all the expenses incurred in relation with the maintenance, storage and utilisation of the Equipment during the validity term of the Agreement, shall be at the Client's cost.
- (c) The costs concerning the delivery and the instalment of the Equipment shall be at Client's expense. Client shall indemnify OMV for all costs associated with the return of the Equipment resulting from default under the Agreement on the part of the Client, any transportation costs inclusive.
- 5.5 Client has the following obligations under the Agreement in consideration of its right to use the Equipment free of charge as provided by OMV for the term of the Agreement:

(i)	da kupuje ugovorenu minimalnu količinu Proizvoda;	(i)	to purchase the negotiated minimal quantities of the Products;
(ii)	da održava Opremu u ispravnom stanju o svom trošku;	(ii)	to maintain the Equipment in good operating condition at its expense;
(iii)	da ne vrši nikakve izmene ili prepravke Opreme bez prethodnog pismenog odobrenja OMV-a;	(iii)	not to conduct any alternations, supplements or improvements of the Equipment without the prior written consent of OMV;
(iv)	da ne izmešta Opremu sa predviđenog mesta bez prethodnog pismenog odobrenja OMV-a, izuzev u svrhu popravke u skladu sa sporazumom o garanciji servisiranja;	(iv)	not to remove the Equipment from its position without the prior written approval of OMV, except for the purpose of repair in accordance with the guarantee-service agreements;
(v)	da Opremu popravi odmah na tehnički ispravan način, ukoliko dođe do kvara na istoj;	(v)	to repair the Equipment immediately and in a technically correct manner, in event of failure of the Equipment;
(vi)	da se propisno stara o Opremi i da je koristi u svrhu za koju je predviđena;	(vi)	to take due care of the Equipment and to use the Equipment in accordance with its purpose;
(vii)	da izdejstvuje neophodne dozvole od strane nadležnih organa za instaliranje i održavanje Opreme, ukoliko postoji potreba;	(vii)	to obtain the necessary permits from the respective authorities concerning the instalment and the maintenance of the Equipment, if such are required;
(viii)	da po prestanku Ugovora (po bilo kom osnovu), Opremu vrati OMV-u u istom stanju u kome je bila dostavljena Klijentu, izuzimajući uobičajeno habanje;	(viii)	to return the Equipment after termination of the Agreement (for any reason) to OMV in the same condition as when delivered to Client, usual wear and tear excepted;
5.6	Klijent nema pravo da Opremu daje u podzakup trećem licu, niti da dozvoli trećim licima, osim svojim saradnicima i zaposlenima, da koriste Opremu u bilo koju drugu svrhu, ili da na bilo koji način raspolaže Opremom, izuzev ukoliko dobije prethodnu pismenu saglasnost OMV-a. Klijent nema pravo da traži zamenu isporučene Opreme, po bilo kom osnovu.	5.6	Client has no right to sublease the Equipment to any third person, or to allow any third persons other than its associates and employees to use the Equipment for any other purpose, or to dispose of the Equipment in any way, except with the prior written consent of OMV. Client shall not have any claims for replacement, on any ground, of the delivered Equipment.
5.7	Odgovornost u garantnom roku. OMV Klijentu obezbeđuje Opremu, pri čemu se OMV smatra odgovornim za stanje Opreme, spremnost da bude upotrebljena u predviđene svrhe, za održavanje i popravku u skladu sa opštim odredbama i uslovima garancije koju OMV-u daje proizvođač Opreme. Ukoliko dođe do nekih kvarova tokom redovnog garantnog roka za Opremu, OMV će ih otkloniti i obezbediti Klijentu novu Opremu. Zahtevi Klijenta,	5.7	Guarantee term liability. OMV shall provide the Equipment to Client whereby OMV shall be held liable in respect of the condition of the Equipment, its fitness to be used in the designated manner, its guarantee maintenance and repair in accordance with the terms and the conditions of the guarantee, given to OMV by the manufacturer of the Equipment. In event of occurrence of any defects within the regular guarantee period of the

uključujući i zahteve za odštetu, koji proisteknu iz odgovornosti OMV-a za pružanje garancije, treba da budu dogovoreni između ugovornih strana. Klijent ovlašćuje OMV da u bilo koje vreme proveri stanje Opreme.

6. Opšti uslovi isporuke i transporta

6.1 **Transport.** Način transporta treba da bude naznačen u Porudžbini, pri čemu:

- (a) transport i isporuku goriva treba da vrši OMV ili njegov prevoznik ili Klijent ili njegov prevoznik; i
- (b) Transport može biti drumski, železnički, rečni.
- (c) Transport Proizvoda vrši se na rizik i o trošku Klijenta, izuzev isporuka sa plaćenim prevozom. Prijem Proizvoda od strane prevoznika Klijenta smatra se dokazom savršenog kvaliteta Proizvoda i isključuje potraživanja prema OMV-u za naknadu gubitaka i oštećenja za vreme transporta.
- (d) Proizvodi će biti osigurani protiv rizika prilikom transporta u korist Klijenta samo u slučaju da Klijent to izričito zahteva i o trošku Klijenta.
- (e) OMV neće biti odgovoran za kašnjenje isporuke Proizvoda kao i za druge slučajeve neizvršenja, koji proističu iz aktivnosti trećih lica, uključujući i prevoznika, izuzev slučajeva transporta isporuka koje vrši OMV ili prevoznik OMV-a.
- (f) Bez obzira na bilo koju od prethodnih odredaba, OMV ima pravo da, po isključivom sopstvenom nahođenju, odluči da li će isporuka Klijentu biti izvršena u potpunosti ili delimično, odnosno da li će celokupan kapacitet cisterne prevoznog vozila ili samo jedan njegov deo biti namenjen Klijentu.

Equipment OMV shall remove them and shall make available to the Client new Equipment. The claims of the Client arising from the guarantee liability of OMV, the indemnification claims included, have to be mutually negotiated by both parties. The Client has authorized OMV to check the condition of the Equipment at any time.

6. General Delivery and Transportation Terms

6.1 **Transportation.** The transportation method shall be specified in the Order whereby:

- (a) the transportation and delivery of fuels shall be performed by OMV or its carrier or by the Client or its carrier; and
- (b) The transportation may be performed by road, railway and river transport.
- (c) The transportation of the Products shall be performed at Client's risk and expenses, excluding the deliveries with transportation paid. The acceptance of the Products by the carrier of the Client shall be considered as an evidence for the perfect quality of the Products and shall exclude claims against OMV regarding losses and damages that occurred during the transportation.
- (d) The Products shall be insured for the benefit of the Client against any transportation risk only in case of an explicit order of the Client to this effect and at Client's expense.
- (e) OMV shall not be liable for delay of Products delivery as well as for other events of default, resulting from the activity of third parties, the carrier inclusive, except for the events of transportation of deliveries performed by OMV or OMV's carrier.
- (f) Notwithstanding any of the foregoing provisions, OMV shall be entitled at its sole discretion to decide whether the delivery to the Client shall be full or partial, i.e. whether the whole volume of the tank of the transportation vehicle or only a part thereof shall be designated for the Client.

6.2 Mesto isporuke. Kada je u pitanju gorivo, mesto isporuke će u Porudžbini naznačiti Klijent.	6.2 Place of Delivery. With regard to fuels the place of delivery shall be designated in the Order by the Client in respect of fuels.
6.3 Količina. (a) Količina goriva – u zavisnosti od isporuke, biće naznačena na sledeći način: (i) u slučaju isporuke od strane prevoznika OMV-a (npr. gorivo u cisterni) – količina se utvrđuje prema brojaču istočenog goriva na prevoznom vozilu i to u litrima goriva na temperaturi od 15 stepeni C; (i-a) u slučaju isporuke mazuta od strane prevoznika OMV-a (u cisterni) – količina se utvrđuje u kilogramima; na osnovu podataka dobijenih merenjem pri utovaru u prevozno vozilo; (ii) u slučaju kada je mesto isporuke skladište goriva OMV-a – u litrima na temperaturi od 15 stepeni C, ili kilogramima, na osnovu podataka dobijenih merenjem pri utovaru goriva u prevozno vozilo Klijenta. (iii) u slučaju kada je način isporuke rečna barža ili vagon cisterna, količina se definiše Ugovorom; (b) Količina bitumena i polimer bitiena – u kilogramima u skladu sa izmerenom količinom na utovaru.	6.3 Quantity. (a) The quantity of the fuel-subject to delivery, shall be specified as follows: (i) in case deliveries by OMV carrier (e.g. the fuel in the carrier tank) - the quantity shall be determined according to the flow meter of the transportation vehicle and shall be in litres recalculated at 15 C temperature; (i-a) in case deliveries of HFO by OMV carrier (in the carrier tank) - the quantity shall be determined in kilograms, according to the measurement data from the point of loading (ii) in case the place of delivery is OMV's fuel storage - in litres 15 C, or kilograms, according to the measurement data from the point of loading of fuel into the transportation vehicle of the Client. (iii) in case the of delivery via barge or RTC quantity is defined by the Agreement. (b) The quantity of bitumen and PmB – in kilograms, based on the weight values on loading point.
6.4. Kvalitet proizvoda i pregled. Garancija i neispravnost. (a) OMV garantuje da su isporuke izvršene u skladu sa Opštim uslovima, Ugovorom i Porudžbinom, važećim zakonskim propisima i da zadovoljavaju uslove koje se odnose na kvalitet naftnih derivata i zaštitu potrošača, kao i standarde OMV-a. OMV će biti odgovoran za izvršenje svojih obaveza koje se odnose na neispravnost Proizvoda. U slučaju bilo kojih zahteva, prigovora ili reklamacija koje Klijent uputi OMV-u u pogledu kvaliteta Proizvoda nakon prijema, Klijent je u obavezi da reklamacije podnese najkasnije 15 (petnaest) dana od isporuke	6.4. Product Quality and Examination. Guarantees and defects. (a) OMV shall guarantee that its deliveries are performed in compliance with the GTC, the Agreement and the Order, the valid legal provisions, and meet the requirements of the quality of the petroleum products and consumer protection as well as OMV's standards. OMV shall be liable for performance of its obligations related to Products defects. In event of any demands, objections or claims placed by the Client towards OMV with regard to the quality of the Products upon the delivery, the Client shall be under the obligation to file such claims not later than 15 (fifteen) days as of the performance of the delivery in

izvršene u skladu sa postupkom uzimanja uzoraka iz donjeg člana 6.5.

- (b) Reklamacije bazirane na šteti koja je posledica nepravilnog skladištenja Proizvoda od strane Klijenta neće se razmatrati. Teret dokazivanja štete snosi Klijent. U slučaju reklamacije u predviđenom roku i iz opravdanih razloga, OMV mora zameniti Proizvod proizvodom istog tipa, u istoj količini i istog kvaliteta.
- (c) OMV neće biti odgovoran, osim u slučaju namernih radnji ili grube nepažnje, niti će biti odgovoran za štetu koju je Klijent pretrpeo ili koristi koje je Klijent propustio usled prekida procesa proizvodnje.
- (d) OMV proizvodi su proizvodi izvanrednog kvaliteta. Klijentu, prema tome, neće biti dozvoljeno da njima manipuliše na bilo koji način, drugi od ugovorenog. OMV će imati pravo da sprovodi relevantne inspekcije, posebno u svrhu uzimanja uzoraka.

6.5. Uzimanje uzoraka.

- (a) Na zahtev bilo koje Ugovorne strane, u toku prijema Proizvoda, mogu se uzimati uzorci is svake isporuke OMV-a na mestu isporuke. U slučaju reklamacija kvaliteta uzimaće se 3 (tri) uzorka: jedan arbitražni uzorak za organizaciju koja vrši kontrolu, jedan uzorak za ovlašćenu laboratoriju i jedan uzorak za laboratoriju OMV-a (ovaj uzorak mora biti poslat u roku od 24 sata radi kontrolne analize). Uzorci će se uzimati u skladu sa standardima koji se primenjuju na teritoriji Srbije. U slučaju da je reklamacija osnovana, troškove uzimanja uzoraka snosi OMV, a u svim ostalim slučajevima - Klijent.
- (b) Najkasnije 15 (petnaest) kalendarskih dana od dana isporuke Proizvoda, Klijent će biti obavezan da OMV-u dostavi sledeća dokumenta: pismenu reklamaciju kvaliteta; protokol o uzorcima izdat od strane nezavisne organizacije koja vrši kontrolu koja je prihvatljiva za obe Ugovorne strane; protokole izdate od strane ovlašćene laboratorije za analizu Proizvoda prema metodi analize koja je u skladu sa važećim standardima. Ovlašćena laboratorija mora obaviti analizu najkasnije 24 sata posle uzimanja uzorka.

compliance with the procedure for taking of samples under Article 6.5. below.

- (b) Claims based on damages resulting from wrong storage of the Products on Client's part shall not be considered. The burden of proof for the presence of damages shall be on the Client. In event of a claim made within the term and with good reasons, the Product shall be replaced by OMV with a one of the same type, quantity and quality.
- (c) OMV shall not be held liable, except for deliberate actions or gross negligence, nor shall it be liable for damages suffered or benefits missed by the Client resulting from termination of the production process.
- (d) OMV products stand for excellent quality. The Client shall therefore not be permitted to manipulate them in any way, other than the agreed. OMV shall be entitled to carry out relevant inspections, in particular to take samples.

6.5 Taking of Samples.

- (a) At demand of any Party, during the acceptance of the Product, samples may be taken from each delivery made by OMV at the Place of delivery. 3 (three) samples shall be taken in event of quality claims: one arbitral sample for the controlling organisation, one sample for an authorised laboratory and one sample for OMV's laboratory (this sample to be send within 24 hours for control analysis). The samples shall be taken in compliance with standards applied on the territory of Serbia. In case the claim is grounded the expenses incurred in sampling shall be borne by OMV and in all other cases - by the Client.
- (b) Not later than 15 (fifteen) calendar days as of the date of the performance of the delivery of the Products, the Client shall be obliged to provide OMV with the following documents: a quality claim in writing; a protocol on the samples, issued by an independent controlling organisation, acceptable for both of the parties; protocols issued by the authorised laboratory for analysis of the Product pursuant to analysis method in compliance with applicable standards. The analysis shall be performed

- (c) Nije dozvoljeno uzimati uzorke iz vozila kojim se vrši isporuka ili iz creva na lokaciji isporuke ukoliko nije postavljena oprema koja omogućuje da se to izvrši na bezbedan način.

Ukoliko postoji zahtev za uzimanje uzoraka proizvoda, ventil dizajniran za tu svrhu treba da bude trajno montiran na skladišni rezervoar (ili odgovarajući cevovod).

Pri visokim temperaturama, nenapunjeni prostor u skladišnim rezervoarima može sadržati vodonik-sulfid koji može dostići opasne koncentracije. Treba primeniti odgovarajuće kontrolne mere među kojima mogu biti podela na zone, informativni paneli, detektori podešeni tako da signaliziraju ukoliko su koncentracije dostigle Granicu za izloženost na radnom mestu (OEL), korišćenje adekvatne lokalne ventilacije.

7. Prijem Proizvoda

- 7.1 (a) Prihvatanje Proizvoda mora se obaviti u potpunosti, u roku iz donjeg člana 7.5 (b). Klijent je u obavezi da obezbedi potrebno osoblje i tehniku/opremu radi prijema i istovara Proizvoda i mora obaviti istovar i prijem Proizvoda u skladu sa uslovima naznačenim u Porudžbini.
- (b) Prijem Proizvoda se overava potpisivanjem zapisnika o primopredaji Proizvoda od strane ovlašćenog predstavnika Klijenta i OMV-a.
- 7.2 Klijent je obavezan da proveri i obezbedi usaglašenost tipa, kvaliteta i količine Proizvoda naznačenih u Porudžbini sa tipom, kvalitetom i količinom Proizvoda naznačenim u dokumentima koji prate isporuku.
- 7.3 (a) Klijent je u obavezi da proveri ispravnost plombe na odnosnom transportnom vozilu, da naznači tačnu lokaciju mesta istovara, da obezbedi potrebne veze za transportno vozilo radi prijema isporuke Proizvoda i da proveri ispravnost veza između OMV-ovih i Klijentovih rezervoara, kao i da kontroliše

by the authorised laboratory not later than 24 hours after the sample has been taken.

- (c) It is not allowed to take samples from the delivery vehicle or hoses at the delivery site unless equipment is fitted to do so safely.

If there is a requirement to take product samples a purpose designed valve should be permanently fitted to the storage tank (or corresponding pipework).

At high temperature the headspace of storage tanks can contain hydrogen sulphide, which may reach dangerous concentrations. Appropriate control measures should be applied which may include delineation of zones, information panels, detectors set to signal if concentrations approach the Occupational Exposure Limit (OEL), use of adequate local ventilation.

7. Acceptance of the Products

- 7.1 (a) The acceptance of the Products shall be completely fulfilled and within the term under Article 7.5.(b) below. The Client is obliged to ensure the necessary personnel and technique/equipment regarding the acceptance and the unloading of the Product and shall conduct the unloading and the acceptance of such Products in accordance with the terms specified in the Order.
- (b) The acceptance of the Products shall be certified by signing of a record of possession transfer by the authorized representative of the Client and OMV.
- 7.2 The Client is obliged to check out and respectively assure the compliance of the type, the quality and the quantity of the Products specified in the Order and the type, the quality and the quantity of the Products designated in delivery documents.
- 7.3 (a) The Client is obliged to check the entirety of the seals of the respective transportation vehicle, to designate the exact location of the place of unloading, to provide the necessary connections for the transportation vehicle for acceptance of the delivered Product and to check the stability

prenos odgovarajuće količine iz OMV-ovih rezervoara u rezervoare Klijenta.

of the connections between OMV's and the Client's reservoirs, as well as to control the transmission of the respective quantity from OMV's to Client's tanks.

(b) U slučaju kada je celokupna količina goriva u prevoznom vozilu namenjena za istovar na jednom mestu isporuke, sve plombe na rezervoaru vozila moraju biti neoštećene pre početka istovara. Međutim, ukoliko prevozno vozilo isporučuje Klijentu samo deo goriva iz svog rezervoara, u tom slučaju samo plombe na komori sa gorivom namenjenom Klijentu treba da budu neoštećene.

(b) In case all the fuel in the transportation vehicle is designated to be unloaded in one and the same place of delivery, then all the seals of the tank of the vehicle must be intact before commencement of unloading. However, if the transportation vehicle is delivering only part of the fuel in its tank to the Client then only the seals on the compartment containing the fuel designated for the Client should be intact.

7.4 Istovar će početi nakon što Klijent potvrdi da je izvršio sve obaveze shodno članu 7.3.

7.4 The unloading shall be initiated following the Client's confirmation that the latter has performed its obligations under Article 7.3.

7.5 (a) OMV će vršiti isporuke Proizvoda od 09:00 do 18:00 časova svakog radnog dana od ponedeljka do petka.

7.5 (a) OMV shall perform the deliveries of the Products every working day from Monday to Friday, from 9 a.m. to 6 p.m.

(b) Klijent ima obavezu da se pojavi na mestu određenom za prijem Proizvoda u roku koji je utvrđen Porudžbinom. U slučaju da Klijent zakasni sa prijemom Proizvoda više od 2 (dva) sata, OMV ima pravo da obustavi izvršenje Porudžbine delimično ili u celosti bez prethodnog obaveštenja. U tom slučaju, Klijent ima obavezu da plati troškove isporuke Proizvoda, vremena koje prevoznik provede čekajući kao i da nadoknadi štetu izazvanu Klijentovim kršenjem obaveze prijema Proizvoda.

(b) The Client shall be obliged to appear at the appointed place for acceptance of the Product within the term, specified in the Order. In event of delay of the Client to accept the Products continuing for more than 2 (two) hours, OMV shall be entitled to terminate the performance of the Order in part or whole without a prior notification. In this event the Client shall be under the obligation to pay the expenses related to the delivery of the Products, the stay of the carrier and an indemnification for the damages incurred by the default of Client's obligation for acceptance of the Products.

7.6 **Odbijanje isporuke.** Klijent ima pravo da odbije prijem isporuke onih Proizvoda koji na prvi pogled izgledaju neprihvatljivi ili nisu odgovarajućeg kvaliteta (saobraznosti) ili su oštećeni plombe/uzorci goriva. U tom slučaju, Klijent ima pravo da podnese reklamaciju u pogledu kvaliteta samo prilikom isporuke i u prisustvu predstavnika OMV-a ili njegovog prevoznika.

7.6 **Rejection of Delivery.** The Client shall be entitled to reject acceptance of the delivery in respect of Products which on the first hand are of the unacceptable quality (conformity) or missing or damaged seals/samples in regard to fuels. In this case, the Client shall be entitled to make quality claims only at the moment of the delivery and at the presence of a representative of OMV or its carrier.

8. Sredstva za skladištenje i upotrebu Proizvoda

8. Service Devices

8.1 **Klijentova sredstva za skladištenje i upotrebu.** (a) Ukoliko nije drugačije predviđeno, Klijent obezbeđuje neophodna

8.1 **Client's Service Devices.** (a) Unless otherwise provided for, the necessary service devices for storage and use of the

sredstva za skladištenje i upotrebu Proizvoda nakon isporuke (cisterne, rezervoare, skladišta, itd.). OMV neće biti odgovoran za operativnost i kapacitet ovih sredstava, neće imati obavezu da iste kontroliše i neće biti odgovoran za kvarove i štetu na Proizvodima koji proisteknu kao posledica neodgovarajuće operativne spremnosti i nedovoljnog kapaciteta ovih sredstava.

Product required after the performance of the delivery (tanks, reservoirs, warehouses, etc.) shall be provided by the Client. OMV shall not be liable for the fitness and the capacity of the service devices, shall not be under the obligation to check them and shall not be liable for defects of the Product and for damages, resulting from unfitness or insufficient capacity of the service devices.

- (b) Osim toga, Klijent je isključivo odgovoran za funkcionisanje celokupne svoje opreme za istovar i njene usaglašenosti sa zahtevima propisa koji su važeći na teritoriji R Srbije. OMV se neće smatrati odgovornim za bilo koje zahteve za nadoknadu štete koja je načinjena kao posledica utovara i/ili istovara Proizvoda pomoću opreme koja je u vlasništvu Klijenta i/ili koju on koristi.
- (c) U slučaju da bilo koji od Klijentovih uređaja i/ili opreme u vezi sa prijemom, istovarom i/ili skladištenjem Proizvoda nije u saglasnosti sa važećim propisima koji se u tom trenutku primenjuju na teritoriji Srbije, OMV može odbiti da izvrši isporuku.

(b) The Client furthermore shall be solely responsible for the operation and the compliance with the requirements of the laws applicable on the territory of R Serbia of all of its unloading devices. OMV shall not be responsible for any claims relating to damages done as a result of loading and/or unloading of Products using equipment owned and/or operated by Client.

(c) In case that any of Client's devices and/or equipment relating to the acceptance, unloading and/or storage of the Products is non-compliant with the effective requirements applicable on the territory of Serbia, OMV may refuse to perform the delivery.

8.2 **Drumske cisterne.** Istovar drumskih cisterni se vrši odmah nakon njihovog dolaska. Klijent snosi sve troškove koji se odnose na kašnjenje istovara.

8.2 **Road tanks.** The unloading of the road tanks shall be performed immediately following their arrival. The Client shall cover all of the expenses related to its delay.

9. Cena i plaćanje

9. Price and Payment

- 9.1 (a) Cena Proizvoda po kilogramu odnosno po litru biće određena Ugovorom ili specijalnim katalogima, cenovnicima, tarifnim listama u okviru Ugovora. Cene određene na taj način uključuju uvoznu carinu, poreze, uključujući i porez na dodatu vrednost (PDV), akcize i pripadajuće takse. Cena ne uključuje troškove u vezi sa zahtevima Klijenta koji odstupaju od OMV-ove ponude i njih će snositi Klijent.
- (b) OMV će definisati cene za isporuku Proizvoda na bazi FCA i CPT pariteta, koji važe u skladu sa Incoterm 2010.
- (c) OMV će imati pravo da izmeni navedene neto kupoprodajne cene ako se budu

- 9.1 (a) Products Prices per a kilogram, per litre respectively, shall be determined by the Agreement or by drafting of special catalogues, price-lists, tariffs attached to the Agreement. The prices, thus determined, shall include the import duty, due taxes, including value added tax (VAT), excise duties and corresponding fees. The Price shall not include the expenses related to the requirements of the Client that deviate from the offer made by OMV and that shall be borne by the Client.
- (b) OMV shall determine the prices taking into consideration the FCA and CPT delivery terms in accordance with Incoterms 2010, as applicable in the Agreement.
- (c) OMV shall be entitled to amend the specified net purchase prices if circumstances arise

pojave okolnosti koje bi dovele do smanjenja trgovinske marže OMV. Ako, međutim, Klijent ne pristane na pomenutu izmenu, imaće pravo na raskid Ugovora sa trenutnim dejstvom, u periodu od mesec dana od dana prijema OMV-ovog pismenog obaveštenja o promeni cena.

U slučaju Klijentovog raskida Ugovora, Klijent se obavezuje da pismenim putem obavesti OMV o svojoj odluci najkasnije do isteka roka od mesec dana od dana prijema OMV-ovog pismenog obaveštenja o promeni cena.

U slučaju da Klijent ne obavesti OMV o svojoj nameri da jednostrano raskida Ugovor, u skladu sa gore navedenim, smatraće se da je Klijent prihvatio nove kupoprodajne cene.

which lead to a reduction of OMV's trade margin. If, however, the Client does not consent to the said amendment, the Client shall be entitled to terminate this Agreement with immediate effect within one month period from the day of receipt of OMV's written notice on said amendment of purchase prices.

In case of termination of this Agreement by the Client, the Client is obliged to notify OMV in written on its decision at latest until expiration of one month period from the day of receipt of OMV's written notice on amendment of the prices.

Should the Client not notify to OMV its intention to unilaterally terminate Agreement according to above, the Client is deemed to have accepted the new purchase prices.

(d) U slučaju da OMV izvrši promenu cene nekog Proizvoda saglasno zahtevima iz prethodnog stava, OMV neće ni na koji način biti odgovoran Klijentu za gubitke ili izmaklu korist koju je pretrpeo Klijent usled promene cena.

(d) In case OMV does change the price of a Product in compliance with the requirements of the foregoing paragraph, OMV shall not be liable towards the Client in any way whatsoever for losses or missed benefits suffered by the Client as a result of such change of prices.

(e) U slučaju da nakon potpisivanja Ugovora dođe do promene tržišnih uslova ili propisa koji su takve prirode da dalja isporuka i prodaja Proizvoda u skladu sa ovim Opštim uslovima i Ugovorom može imati negativan uticaj na poslovanje OMV tako da značajno otežava ili onemogućava isto, OMV ima diskreciono pravo da obustavi isporuku Proizvoda sve dok takvi promenjeni uslovi, odnosno izmene propisa budu na snazi. O obustavi isporuka OMV će pisanim putem obavestiti Klijenta. Nakon okončanja promenjenih uslova, odnosno propisa koji su doveli do obustave isporuka Proizvoda, OMV će imati diskreciono pravo da odluči da ukine suspenziju i nastavi sa isporukama, o čemu će pisanim putem obavestiti Klijenta, sa tim da nastavljanje isporuke od strane OMV-a neće biti nerazumno uskraćeno ukoliko je objektivno moguće i ukoliko postoji potreba Klijenta za daljim snabdevanjem. Obustava isporuke biće vršena u svemu u skladu sa pravom konkurencije koje važi u R Srbiji.

(e) In the event of change of market conditions or legislation upon the signing of the Agreement, which are of such nature that a sale and delivery of the Products in accordance with the General Terms and Conditions and the Agreement shall incur the negative effects on OMV's business so as to significantly aggregates or disables the same, OMV shall have discretionary right to suspend delivery of the Products as long as such change of market conditions or legislation remains in force. OMV shall notify the Client on suspension of delivery in writing. Upon the ending of such change of market conditions or legislation which entailed the suspension of deliveries of the Products, OMV shall have discretionary right to decide to revoke the suspension and to continue with deliveries. OMV shall notify the Client on such fact in writing, while the continuation of the delivery shall not be unreasonably withheld by OMV in case such is objectively possible and in case the continuation of the delivery is needed by the Client. The suspension of delivery shall be

entirely preformed in accordance with the competition laws applicable in the R of Serbia.

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| <p>(f) U slučaju da OMV obustavi isporuku Proizvoda u skladu sa prethodnim stavom, OMV neće ni na koji način biti odgovoran Klijentu za štetu odnosno izmaklu dobit koje je Klijent pretrpeo usled te obustave.</p> <p>(g) OMV može da prodaje Proizvode Klijentu sa trgovačkim popustom, što će biti utvrđeno u Ugovoru/Ponudom.</p> <p>9.2 Klijent će vršiti plaćanje za naručene Proizvode putem bankovnog transfera na bankovni račun OMV-a koji je naveden u Ugovoru. Uplata se neće smatrati izvršenom dok se taj iznos ne prebaci na bankovni račun OMV-a.</p> <p>9.3 Plaćanje unapred. Ukoliko nije drugačije predviđeno Ugovorom, kao uslov za isporuku, Klijent će OMV-u uplatiti avansno iznos prodajne cene i cene isporuke Proizvoda date u ponudi za avansno plaćanje.</p> <p>9.4 U slučaju plaćanja cene Proizvoda u utvrđenom roku nakon isporuke, OMV će po isključivom sopstvenom nahođenju odrediti ukupnu vrednost Proizvoda za koje se može izvršiti isporuka bez avansnog plaćanja od strane Klijenta (dalje u tekstu "Kreditni limit"). U slučaju da Klijent prekorači Kreditni limit, kao i u slučaju da ne ispuni svoje obaveze plaćanja u pogledu isporučenih Proizvoda u ugovorenom roku, čak i ako Kreditni limit nije prekoračen, OMV ima pravo da odbije da proda i isporuči Proizvode Klijentu. OMV neće biti odgovoran za bilo kakve gubitke i/ili štetu koju pretrpi Klijent ili bilo koje treće lice usled odbijanja vršenja isporuke u skladu sa prethodnom rečenicom, uključujući i plaćanje bilo koje ugovorne kazne i obeštećenja.</p> <p>9.5 Izvodi sa računa OMV-a, isprave u vezi sa preuzimanjem obaveza i postojanje potraživanja koja su u njima navedena smatraće se prihvaćenim od strane Klijenta</p> | <p>(f) In case OMV suspends delivery of the Products in compliance with the foregoing section, OMV shall not be liable towards the Client in any way whatsoever for losses and/or missed benefits suffered by the Client as a result of such suspension.</p> <p>(g) OMV may sell the Products to the Client with a commercial discount, which is to be specified in the Agreement/Offer.</p> <p>9.2 Payment of ordered Products shall be effected by the Client by way of bank transfer to a bank account of OMV designated in the Agreement. Any payment made shall be deemed made when the funds paid are credited to the bank account of OMV.</p> <p>9.3 Payment in advance. Unless otherwise stipulated in the Agreement, as a condition for the delivery the Client shall pay in advance to OMV the sale and delivery price of the Product provided in the offer for advance payment.</p> <p>9.4 In the case of payment of the Products' price as within a specified term after the delivery, OMV at its sole discretion shall determine the total value of the Products, which may be delivered without advance payment by the Client (hereinafter referred to as "Credit Limit"). In the case of exceeding the Credit Limit, as well as upon failure of the Client to meet its payment obligations with regard to the delivered Products within the negotiated term, even if the Credit Limit has not been exceeded, OMV shall be entitled to refuse the supply and purchase of Products to the Client. OMV shall not be liable for any losses and/or damages suffered by the Client or any third parties in relation to the refusal to perform a delivery pursuant to the foregoing sentence, including for payment of any liquidated damages and indemnification.</p> <p>9.5 The excerpts from the accounts of OMV, the documents regarding the undertaking of obligations and the existence of the claims indicated therein respectively, shall be</p> |
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ukoliko ih Klijent ne ospori u pisanoj formi u roku od 2 (dve) nedelje nakon prijema.

considered as acknowledged by the Client if the latter has not contested them in writing in a period of 2 (two) weeks after their receipt.

9.6 OMV ima pravo da izvrši prebijanje bilo kojih plaćanja koja mu Klijent duguje sa plaćanjima koje Klijentu duguje OMV, ukoliko se ta plaćanja duguju po osnovu Ugovora.

9.6 OMV shall be entitled to set-off any payments due to it by Client against payments due to Client by OMV, where stipulated payments, in accordance to the Agreement.

10. Odgovornost za neizvršenje; Ugovorna kazna.

10. Liability upon Default; Contractual Penalty.

10.1 U slučaju kašnjenja plaćanja za Proizvode ili drugih iznosa dospelih u skladu sa Ugovorom, Klijent će platiti OMV-u zakonsku zateznu kamatu u skladu sa zakonima i propisima važećim na teritoriji Srbije.

10.1 In event of delay of any payments of the Product price or other amounts due pursuant to the Agreement the Client shall pay to OMV statutory interest rate in accordance with the laws and regulations applicable on the territory of Serbia.

10.2 U vezi sa dogovorenim minimalnim količinama, Klijent ima obavezu da kupi 90% istih tokom celokupnog perioda važenja Ugovora.

10.2 Regarding the negotiated minimum quantities, the Client has the obligation to buy 90% of it during the entire validity of the Agreement.

Po pitanju bilo kog litra ili kilograma dogovorene minimalne količine (ukoliko je dogovorena) Proizvoda koje Klijent nije kupio u toku važenja Ugovora, OMV ima pravo na ugovornu kaznu jednaku iznosu 15 eura/toni, za svaku tonu proizvoda koja je manja od 90% dogovorenih minimalnih količina, koju Klijent nije podigao kao što se obavezao Ugovorom. Ova odredba ne primenjuje se u slučaju da Klijent pruži dokaz da je neispunjenje u vezi sa kupovinom relevantnih minimalnih količina Proizvoda rezultat više sile. Ugovorna kazna će biti obračunata u momentu raskida Ugovora.

With regard to any liter or kilogram respectively, of the 90% from the negotiated minimum quantities (if any) of Products that has not been bought by Client within the term of the Agreement, OMV has the right to contractual penalty equal to the amount of 15 euro/ton, with respect to the Products, for each ton of the 90% of the minimum quantity of product which has not been uplifted by the Client as committed in the Agreement. This clause is not applicable in the case Client has provided evidence that the default regarding the purchase of the respective minimum quantities of Products is a result of force majeure. The penalty will be calculated at the termination of the Agreement.

10.3 U slučaju da Klijent ne poštuje uslove istovara i prijema Proizvoda, kako je to predviđeno Porudžbinom, naplatiće se ugovorna kazna u iznosu od _____.

10.3 In event of failure of the Client to comply with the terms for unloading and acceptance of the Product, as specified in the Order, contractual penalty in the amount of _____.

10.4 U slučaju kašnjenja sa plaćanjem Proizvoda, u slučaju kašnjenja prijema porudžbine i istovara, kao i u slučaju pokretanja likvidacije ili stečajnog postupka protiv Klijenta ili otkrivanja okolnosti upisanih u javne registre koje bi mogle da ugroze ili

10.4 In case of delayed payment for the Product, in case of delayed acceptance of the delivery and unloading as well as in case of commencement of liquidation or bankruptcy proceedings regarding the Client or disclosure of circumstances entered into

utiču na izvršenje obaveza prema OMV-u i/ili otkrivanje drugih okolnosti koje mogu da otežaju naplatu OMV-ovih potraživanja (npr. informacije Narodne banke Srbije o blokadi Klijentovih bankovnih računa, povlačenje ili smanjenje vrednosti obezbeđenja koja služe kao obezbeđenje OMV-ovih potraživanja ili odbijanje osiguravajućeg društva da pruži osiguranje za tog klijenta), OMV ima pravo:

- (i) da jednostrano raskine Ugovor, sa trenutnim dejstvom dostavljanjem obaveštenja Klijentu; ili
- (ii) da suspenduje isporuku Proizvoda odnosno da odbije prodaju i isporuku Proizvoda Klijentu sve do isplate svih neisplaćenih OMV-ovih potraživanja i sve dok takve okolnosti postoje. OMV ima diskreciono pravo da povuče suspenziju i nastavi sa isporukama ili da naknadno raskine Ugovor i pismeno obavesti Klijenta o toj činjenici.

10.5 OMV takođe ima dodatno pravo na odštetu koja je adekvatna nanetoj šteti uključujući izmaklu dobit.

11. Sankcije

Potpisivanjem Ugovora Klijent izjavljuje i garantuje OMV-u da ni direktno ni indirektno ne podleže bilo kakvim sankcijama od strane Evropske Komisije i/ili bilo koje od država članica Evropske Unije, Ujedinjenih Nacija, NATO, Sjedinjenih Američkih Država, Švajcarske i Ujedinjenog Kraljevstva i obavezuje se da će odmah obavestiti OMV ako takve sankcije postanu primenljive tokom njihovog poslovnog odnosa. U takvoj situaciji ili u slučaju kršenja od strane Klijenta gore navedenih izjava i garancija, OMV ima pravo da raskine, zbog pogodnosti sa trenutnim dejstvom, bilo koje i/ili sve Ugovore između OMV-a i Klijenta. Klijent će osloboditi odgovornosti i nadoknaditi OMV u bilo kojoj od gore navedenih situacija.

public registers that may threaten or impede the performance of the obligations toward OMV and/or if other circumstances become known to OMV that could put at risk payment of OMV's claims (e.g. information provided by the National bank of Serbia on blocked bank account(s) of the Client, revocation or decrease of the securities for the payment obligation of the Client or refusal of the insurance coverage for a particular Client by the insurance company), OMV shall be entitled to:

- (i) terminate the Agreement unilaterally, by submitting a notice with immediate effect to the Client; or
- (ii) to suspend delivery of the Products i.e. to refuse the sale and delivery of Products to the Client until payment of all outstanding OMV's claims and as long as such circumstances exist. OMV shall have discretionary right to revoke the suspension and to continue with deliveries or to additionally terminate the Agreement and notify the Client on such fact in writing.

10.5 OMV is additionally entitled to an indemnification, adequate to the damages suffered including benefits missed.

11. Sanctions

By signing of the Agreement the Client declares and guarantees OMV that it is neither directly nor indirectly subject to any sanction imposed by the European Commission and/or by any of the Member States of the European Union, the United Nations, NATO, the United States of America, Switzerland and the United Kingdom and undertake to inform OMV immediately if such sanctions become applicable during their business relationship. In such a situation or in case of breach by the Client of the above statements and guarantees, OMV has the right to terminate for convenience with immediate effect any and/or all contracts between OMV and Client. The Client will exonerate from liability and will compensate OMV in any of the situations mentioned above.

12. Razno

12.1 **Viša sila.** Viša sila će za vreme svog trajanja osloboditi OMV obaveze da vrši prodaju i isporuku čije izvršenje je postalo nemoguće jer su nastupile okolnosti prouzrokovane takvom višom silom. Pod višom silom podrazumeva se neki nepredviđen ili neizbežan događaj izvanredne prirode koji je nastupio nakon zaključenja Ugovora (npr. prestanak proizvodnje, restrikcije nametnute od strane Međunarodne agencije za energetiku, itd.). U slučaju da je OMV sprečen da izvršava svoje obaveze usled više sile i sličnih okolnosti, OMV će obavestiti Klijenta u pisanoj formi o prirodi više sile i o mogućim posledicama za izvršenje Ugovora. OMV će tada biti oslobođen obaveze da isporučuje relevantne Proizvode.

12.2 **Rizik (Odgovornost za nanetu štetu) i prenos prava vlasništva.** Rizik od gubitka i/ili slučajne propasti Proizvoda i pravo svojine (sa svim drugim pripadajućim rizicima) na Proizvodima preneće se na Klijenta nakon isporuke i prijema Proizvoda, što se potvrđuje odgovarajućom otpremnicom.

12.3 **Obrada podataka o ličnosti.** Prilikom obrade podataka o ličnosti u vezi sa izvršenjem Ugovora, OMV i Klijent će postupati u skladu sa svim primenjivim propisima o zaštiti podataka o ličnosti, uključujući Zakon o zaštiti podataka o ličnosti (Sl. glasnik Republike Srbije br. 87/2018) i Opšta Pravila EU o zaštiti podataka o ličnosti ("**GDPR**") (ukoliko i u obimu u kom je obavezna njihova primena), u skladu sa njihovim ulogama kao rukovaoca podataka.

Adrese elektronske pošte Klijenta, koje je Klijent dostavio OMV-u, OMV će koristiti u svemu sa legitimnom svrhom i u skladu sa gore pomenutim propisima.

12. Miscellaneous

12.1 **Force-major circumstances.** Force-major circumstances shall relieve for the period of their duration OMV from the responsibility for performing sale and delivery, the performance of which has become impossible due to the occurrence of such force major events. A "force major event" shall be unexpected or inevitable events of extraordinary nature that has occurred after the Agreement has been concluded (i.e. production break-downs, limitations imposed by the International Energy Agency, etc.). In case OMV is unable to perform its obligations due to the occurrence of a force major event or the like circumstances, the latter shall notify in writing the Client about the nature of the force major event, its possible consequences for the performance of the Agreement. OMV shall be relieved from its obligation to deliver the respective Products.

12.2 **Risk (Liability for Damages) and Title Transfer.** The risk of the Products perishing and/or accidental destructions and the title to the Products (with all other accompanying risks) shall be transferred to Client upon delivery and acceptance of the Product, as confirmed by the delivery note.

12.3 **Processing of personal data.** In carrying out personal data processing activities in connection with the performance of the Contract OMV and the Customer shall each comply with all applicable data protection laws and regulations, incl. the Serbian Data Protection Act (*Zakon o zaštiti podataka o ličnosti*, Off. Gazette of the Republic of Serbia no. 87/2018) and the EU General Data Protection Regulation ("**GDPR**") (if and to the extent GDPR mandatorily applies), in accordance with their respective roles, as controllers.

The e-mail addresses of the Client, which the Client submitted to OMV, will be used by OMV for legitimate purposes and in accordance with the above-mentioned regulations.

- 12.4 **Dozvole i licence.** Klijent je u obavezi da preduzme neophodne radnje radi dobijanja dozvole, licence i/ili odobrenja, predviđenih Ugovorom ili potrebnih za njegovo izvršenje u skladu sa zakonskim propisima i u vezi sa Klijentovom aktivnošću u transportu i trgovini Proizvoda. Troškove nastale pri pribavljanju neophodnih dozvola, licenci i/ili odobrenja snosiće Klijent.
- 12.5 **Reklama.** Ova odredba o reklamiranju će se primenjivati na Ugovore koji izričito na nju upućuju. U korist obe Ugovorne strane, OMV će pripremiti i organizovati programe stimulacije prodaje Proizvoda putem reklama i drugih sličnih sredstava informisanja i promocije Proizvoda u cilju podsticanja prodaje i upotrebe Proizvoda. Klijent je u obavezi da sarađuje u podsticanju prodaje Proizvoda na svojim lokacijama kako odredi OMV i neće preduzimati mere koje bi negativno uticale na Proizvode koje isporučuje OMV. Nakon prijema zahteva OMV-a, Klijent ima obavezu da obezbedi sredstva za reklamu Proizvoda i besplatne lokacije ili druge odgovarajuće prostore koje poseduje ili iznajmljuje Klijent. Klijent će pribaviti sve neophodne dozvole koje izdaju nadležni organi u vezi sa reklamnom aktivnošću i snosiće načinjene troškove. Klijent će biti obavezan da ne reklamira proizvode OMV-ovih konkurentskih privrednih društava koja se bave proizvodnjom i isporukom istih proizvoda.
- 12.6 **Prenos prava i obaveza.** Klijent nema pravo da bez pismene saglasnosti OMV-a prenese sva ili deo prava i obaveza iz Ugovora odnosno izvrši ustupanje Ugovora trećem licu, niti da ih založi ili da raspolaže njima na bilo koji način. U slučaju prenosa prava i obaveza od strane Klijenta bez pristanka OMV-a, OMV ima pravo da, jednostrano raskine Ugovor pismenim putem, bez otkaznog roka.
- 12.4 **Permits and Licences.** The Client shall be obliged to undertake all necessary acts in order to obtain the permits, licences and/or approvals, envisaged in the Agreement or necessary for its performance in accordance with the legal requirements and connected with Client's activity regarding the transportation and trade with the Product. The costs incurred in regard to obtaining the necessary permits, licences and approvals shall be at the expense of the Client.
- 12.5 **Advertising.** This advertising clause shall apply in respect of Agreements explicitly referring to such clause. To the benefit of both of the parties under the Agreement, OMV shall prepare and organise programmes on stimulation of the Products sales by way of advertising and other similar means of information, promotion or proposal of the Products aimed at stimulating supplying and usage of the Product. The Client shall be under the obligation to co-operate with regard to the stimulation of the sales of the Products in its Sites in a way as specified by OMV and shall not take measures that may have an adverse effect on the sale of the Products delivered by OMV. Upon request of OMV, the Client shall be obliged to provide for resources for advertising of the Products and to provide free of charge for similar purposes unoccupied areas or other suitable spaces, owned or rented by the Client. The Client shall obtain all required permits issued by the respective authorities with reference to the advertising activity and shall bear the incurred expenses. Client shall be obliged not to advertise Products of OMV's competitive companies, engaged with the production and delivery of the same products.
- 12.6 **Transfer of Rights and Obligations.** The Client shall not be entitled without the written consent of OMV, to transfer in full or in part its rights and obligations under the Agreement i.e. assignment of the Agreement to third parties, to pledge them, or to dispose of them in any way. In event of transfer of rights and obligations by the Client without the consent of OMV, the latter shall be entitled to terminate unilaterally

OMV će imati pravo da prenese sva prava i obaveze koja proizlaze iz Ugovora na treća lica.

Obe ugovorne strane prihvataju da prenesu sva prava i obaveze koje proizlaze iz Ugovora na pravne sledbenike ili poslovne sledbenike i da to učine na način koji bi obezbedio da svaki kasniji pravni sledbenik ili poslovni sledbenik prihvati Ugovor. Zakup ili prodaja klijentovog posla neće uticati na raskid Ugovora. U slučaju poslovne sukcesije koja je ograničenog trajanja, prava i obaveze koje proizlaze iz Ugovora će biti prenesene na sledbenika samo za vreme trajanja prenosa poslovanja. Bez obzira na prenos ove obaveze, za prenos Ugovora na Klijentovog pravnog sledbenika će biti potrebno odobrenje OMV. Ako OMV ne da takvo odobrenje, OMV će imati pravo na raskid Ugovora sa trenutnim dejstvom putem pisma poslatog preporučenom poštom

Ako jedna strana sadrži u sebi više subjekata, oni će biti solidarno odgovorni. Obaveštenja poslata jednom od njih će se smatrati da su poslata svim ostalima

the Agreement by written notice, without notice period.

OMV shall be entitled to transfer all rights and obligations arising from Agreement to a third party

Both Parties undertake to transfer all rights and obligations arising from Agreement to legal successors or business successors in such a way as to ensure that each further legal successor or business successor accepts Agreement. A lease or sale of the Client's business shall not effect a termination of Agreement. In the event of a business succession of limited duration, the rights and obligations arising from Agreement shall be transferred to the successor only for the duration of the transfer of business. Irrespective of this transfer obligation, a transfer of Agreement to a legal successor of the Client shall require the approval of OMV. If OMV does not grant such approval, OMV shall be entitled to terminate Agreement with immediate effect by registered letter.

If one side consists of several contracting parties, they shall be jointly and severally liable. Notifications sent to one of them shall be effective for all the others.

12.7 Raskid Ugovora pre isteka roka.

- (a) Ugovor može biti raskinut na jedan od sledećih načina:
 - (i) pismenim sporazumom, potpisanim od strane OMV-a i Klijenta, u kom slučaju će datum raskida biti datum koji ugovore Ugovorne strane zajedničkim sporazumom.
 - (ii) svaka Ugovorna strana može raskinuti Ugovor jednostrano i sa trenutnim dejstvom dostavljajući pismeno obaveštenje drugoj Ugovornoj strani u slučaju pokretanja stečajnog postupka, likvidacije, reorganizacije ili sličnog postupka ili ukoliko takav postupak prethodi drugoj Ugovornoj strani.
 - (iii) od strane bilo koje Ugovorne strane dostavljanjem jednostrane izjave sa trenutnim dejstvom i bez ostavljanja otkaznog roka drugoj strani u slučaju da

12.7 Termination of the Agreement before the Expiry of the Term.

- (a) The Agreement may be terminated upon occurrence of any of the following events:
 - (i) by mutual agreement in writing, signed by OMV and the Client, as the date of termination shall be the date of contractual Parties' mutual agreement to that effect.
 - (ii) each party is entitled to terminate the Agreement unitarily and with the immediate effect by giving written notice to other party if the bankruptcy proceedings, liquidation, reorganization or similar procedure is initiated or threatened against the other Party.
 - (iii) by each of the contractual parties by submitting a notice with immediate effect and without leaving any notice period to this effect without serving a written notice to the

druga strana ne ispuni svoje ugovorne obaveze u primerenom roku koji joj je ostavila Ugovorna strana koja raskida Ugovor.

- (b) Pored slučajeva predviđenih članom 10.4 i 12.7 (a) gore, OMV ima pravo da raskine Ugovor dostavljanjem jednostrane izjave sa trenutnim dejstvom i bez ostavljanja otkaznog roka i da traži naknadu štete u slučaju da su količine koje je Klijent kupio manje, od 90% u odnosu na minimalne godišnje količine koje Klijent naručuje i kupuje u skladu sa Ugovorom. OMV ima pravo da raskine Ugovor bez prethodnog obaveštenja ukoliko se ne saglasi sa prenosom obaveza iz Ugovora na pravnog sledbenika ili prijemnika Klijenta.

12.8 **Obaveštenja.** Bilo koje obaveštenje, zahtev ili druga vrsta komunikacije koja se daje prema Ugovoru ili prema Opštim uslovima mora da bude u pisanoj formi. Takvo obaveštenje, zahtev ili druga komunikacija može biti dostavljena lično, preporučenom poštom, faksom, e-mailom ili putem utvrđene kurirske službe na adresu stranke navedene na početku Ugovora ili na drugu adresu o kojoj ugovorna strana obavesti drugu ugovornu stranu i važiće od momenta prijema, ili u slučaju lične dostave ili utvrđene kurirske službe, nakon odbijanja da se izvrši prijem isporuke.

12.9 **Izmene i dopune.** Sve izmene i dopune Ugovora mogu se izvršiti samo putem uzajamne saglasnosti volja obe Ugovorne strane, i to ili ručnim potpisivanjem ili elektronskim potpisivanjem uz upotrebu DocuSign ili slične platforme za elektronsko potpisivanje. Odredbama Ugovora/Aneksa ugovora će se bliže odrediti jedan od dva prethodno pomenuta načina potpisivanja.

U potonjem slučaju, smatraće se da je elektronsko potpisivanje izvršeno sa namerom obavezivanja tako potpisanim dokumentom kao da je lično potpisan (bezuslovna namera za obavezivanje).

other party provided that such other party has failed to fulfil its contractual obligations within a reasonable period granted to it by the other Party.

- (b) In addition to Article 10.4. and Article 12.7 (a) above, OMV shall be entitled to terminate the Agreement by submitting a notice with immediate effect and without leaving any notice period to this effect and to claim an indemnification in event the quantities that has been purchased by the Client are less than 90% of the minimal annual quantities to be ordered and purchased by the Client pursuant to Agreement. OMV shall be entitled to terminate the Agreement without a prior notice if not agreed with the transfer of the obligations under the Agreement to the successor or assignee of the Client.

12.8 **Notices.** Any notice, request, notification or other communication to be given or made under the Agreement or under these General Terms and Conditions shall be in writing. Such notice, request or other communication may be delivered by hand, registered mail, e-mail or established courier service to the respective party's address specified in the beginning of the Agreement or at such other address as such party notifies to the other party from time to time and will be effective upon receipt or, in the case of delivery by hand or by established courier service, upon refusal to accept delivery.

12.9 **Amendments.** All amendments and supplements to the Agreement can only be made through mutual consent of both Parties, either by manual signing or electronic signing using DocuSign or a similar electronic signing platform. The provisions of the Agreement/Annex will specify one of the two aforementioned signing methods in more detail.

In the latter case, the electronic signature shall be deemed to be given with the intention to be bound by the document so signed as if it had been signed personally, by hand (unconditional intent to be legally bound).

Svaka Ugovorna strana je saglasna da se Ugovor može potpisati korišćenjem elektronskog potpisivanja (uređen sistemom DocuSign ili drugom sličnom platformom za elektronski potpis), kao i da ovakav način potpisivanja predstavlja volju ugovornih strana da poštuju ugovorne odredbe, na način kao da je ugovor potpisan ručnim potpisom zakonskih zastupnika svake ugovorne strane. U ovom slučaju, Ugovor će biti prosleđen na (formalnu) adresu elektronske pošte.

Ukoliko su učinjene u pisanom obliku, izjave i obaveštenja u vezi sa Ugovorom moraju biti upućena preporučenom poštom, s tim da OMV može takođe davati izjave i obaveštenja u vezi sa Ugovorom i putem elektronske pošte ili putem Onlajn Platofrme.

OMV zadržava pravo da izmeni postojeće Opšte uslove obaveštavajući Klijenta o takvim izmenama. Sve promene će biti blagovremeno objavljene na internet stranici društva <https://www.omv.co.rs/sr-rs/pravna-lica/veleprodaja>.

OMV će obavestiti Klijenata o svim dopunama i izmenama najkasnije 14 (četrnaest) dana pre dana njihovog stupanja na snagu. U slučaju da Klijent ne prihvati nove uvedene dopune ili izmene Opštih uslova ima pravo da jednostrano raskine Ugovor dostavljanjem pismenog obaveštenja OMV-u. U slučaju da je Klijent propustio da pošalje pismeno obaveštenje o raskidu Ugovora do dana stupanja na snagu dopuna i izmena Opštih uslova, smatraće se da je Klijent prihvatio te izmene.

Each party agrees to sign this contract using the electronic signature (managed by the DocuSign system or other similar electronic signature platforms) and that this form of signing represents the will of the parties to be bound by the provisions of the contract as if it had been signed in handwriting by the legal representatives of each party. In this case, the Contract will be sent to the (nominal) email address.

If made in writing, declarations and notices in connection with the Contract must be sent by registered mail, however, that OMV may also make declarations and give notices in connection with the Contract by e-mail or through the Online Platform.

OMV retains the right to amend the present General Terms and Conditions by notifying the Client about such amendments. All changes will be published in a timely manner on the company website <https://www.omv.co.rs/sr-rs/pravna-lica/veleprodaja>.

OMV shall notify the Client about all the supplements and amendments not later than 14 (fourteen) days prior to the date of their coming into force. In case that the Client does not accept the newly introduced supplements or amendments to the General Terms and Conditions he is entitled to unilaterally terminate the Agreement by sending a written notice to OMV. If the Client has failed to send a written notice for termination of the Agreement until the date of coming in force of the supplements and amendments to the General Terms and Conditions, the Client shall be deemed to have consented to these amendments.

12.10 Rešavanje sporova. Bilo kakav spor koji može da proistekne iz ili u vezi sa ovim Opštim uslovima i/ili Ugovorom koji ne mogu da se reše sporazumom Ugovornih strana, biće rešeni pred nadležnim sudom u Beogradu.

12.11 Merodavno pravo. Na Opšte uslove i Ugovor primeniće se odredbe Zakona o

12.10 Dispute Resolutions. Any dispute, arising from or in regard to the GTC and/or Agreement which cannot be settled by mutual agreement, shall be settled by the relevant Courts in Belgrade.

12.11 Governing law. In regard to the General Terms and Conditions and the Agreement the provisions of the Law of Contracts and Torts and the other effective legislative acts

obligacionim odnosima i drugih važećih propisa R Srbije.

12.12 **Primerici.** Ugovor će biti zaključen i potpisan u 2 (dva) primerka / elektronski na srpskom i engleskom jeziku. U slučaju bilo kakvog neslaganja između teksta na srpskom i engleskom jeziku, srpska verzija će biti merodavna.

Pri potpisivanju Ugovora Kupac izjavljuje da je upoznat i da prihvata Opšte uslove.

of the R of Serbia, respectively, shall be applicable.

12.12 **Counterparts.** The Agreement thereto shall be executed and signed in 2 (two) copies / electronically in Serbian and English language. In case of any discrepancy between the copies in Serbian and English, the Serbian version shall prevail.

In signing Agreement Client hereby declare that he acquainted with and agree with the General Terms and Conditions.