

HSH CHEMIE DOO BEOGRAD GENERAL TERMS AND CONDITIONS OF SALE

1. Field of application

1.1 All supplies and services associated with them are provided solely on the basis of these General Terms and Conditions of Sale. However, these General Terms and Conditions of Sale are applicable only if the Buyer is an entrepreneur (Article 83 of the Law on Business Companies of the Republic of Serbia) as well as if they have any other form of organization that has the status of a legal entity.

1.2 The Customer's references to its general terms and conditions are hereby waived. These General Terms and Conditions of Sale will be applicable to all future transactions. Deviations from these General Terms and Conditions of Sale require the express written approval of the company HSH Chemie doo Beograd (hereinafter referred to as "**HSH**").

2. Offer and acceptance

All offers from company HSH are non-binding and do not create an obligation and must be viewed as an invitation to the Buyer to submit a binding offer. The contract is concluded with an order (offer) by the Buyer and the acceptance by the company HSH. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer from company HSH.

3. Product quality, specimens and samples; guarantees

3.1 The quality of the goods is exclusively determined according to the product specifications determined by the manufacturer and/or company HSH. Subjective requirements that exceed the agreed product specifications and objective requirements are excluded.

Identified uses under the EU Regulation on the Registration of Chemicals (REACH) or the Law on Chemicals relevant to the goods shall neither constitute an agreement on the appropriate contractual quality of the goods nor the intended use under this contract.

3.2 The properties of specimens and samples are binding only to the extent that it is expressly agreed that they define the quality of the goods.

3.3 Unless otherwise agreed, supplements or instructions are not part of the contractual obligations. The manufacturer's and/or HSH's instructions are purely informative in nature and do not represent an agreement on specific properties or condition of the goods, nor on suitability for a specific use according to the contract.

3.4 Information on quality and shelf life, as well as other information, constitute a guarantee only if it has been agreed and expressly indicated that they constitute such.

4. Advice

Any advice provided by company HSH is given to the best of its knowledge. No advice or information in relation to the suitability and application of the goods shall relieve the Buyer from undertaking its own investigations and tests; they do not constitute an agreement regarding the contracted properties or condition of the goods or a special convenience for the use of the goods.

5. Prices

If company HSH's prices or company HSH's payment terms generally change between the date of contract and the date of shipment, company HSH may apply the price or payment terms in effect on the date of shipment. In the event of a price increase, the Buyer has the right to withdraw from the contract by notifying company HSH within 14 days after receiving notification of the price increase.

6. Application of Incoterms rules, Delivery

6.1 Delivery shall be made as agreed in the contract. The terms of trade are interpreted in accordance with the most current Incoterms rules on the day the contract is concluded.

6.2 The company HSH has the right to make and invoice partial deliveries, provided that the delivered goods are useful to the Buyer in accordance with the purpose of the contract, that the delivery of the remaining goods is insured and that the partial delivery does not result in significant additional work or costs for the Buyer (except if the company HSH agrees to cover such costs).

6.3 Delivery dates or deadlines set by company HSH are at all times estimates only and are not binding, unless fixed delivery dates or deadlines are expressly confirmed or agreed.

7. Damages during transit

The Buyer must submit notices of claims due to damage during transit directly to the Carrier within the period specified in the Contract of carriage, and submit a copy to company HSH.

8. Compliance with legal obligations

Unless otherwise expressly agreed, the Buyer is responsible for compliance with any laws and regulations regarding the import, transportation, storage and use of the goods. This also includes regular, successful completion of all necessary training related to the handling and use of the goods (particularly including but not limited to training required by the EU Regulation on the Registration of Chemicals (REACH) or the Law on Chemicals).

9. Delay in payment

9.1 Failure to pay the purchase price by the due date is a fundamental breach of contractual obligations.

9.2 In the event that the Buyer fails to fulfill the payment obligation, the company HSH has the right to charge a default interest rate pursuant to the Law on Default Interest Rate of the Republic of Serbia.

10. Buyer's rights regarding defective goods

10.1 The Buyer is obliged to inspect the goods for defects immediately upon receipt. Company HSH must be notified of any defects that may be discovered during a routine inspection without delay; other defects that could not be detected by routine inspection (hidden defects) must be reported without delay after they are discovered. The notice must be in writing and must accurately describe the nature and extent of the defects. The company HSH will not bear responsibility for defects that are noticed after the expiration of 6 months from the day of handover of the Product.

10.2 If the goods have defects, and the Buyer has duly informed the company HSH about this in accordance with clause 10.1, the Buyer has the rights prescribed by law, under the following conditions:

a) The company HSH has the right to choose whether to eliminate the defect or to supply the Buyer with replacement goods without defects.

b) The company HSH can make two attempts in accordance with the above subparagraph a). If these attempts are unsuccessful or cause unjustified inconvenience to the Buyer, the Buyer can either withdraw from the contract or demand a reduction in the purchase price.

c) With regard to claims for compensation and reimbursement of costs due to deficiency, clause 11 shall apply.

11. Liability

11.1 The company HSH and/or the manufacturer are generally liable for damages in accordance with applicable law. For punitive damages, regardless of the legal basis, the company HSH will bear responsibility in cases of intentional wrongdoing and gross negligence. Company HSH's liability for any punitive damages suffered by the Buyer shall be limited to the total purchase price for the specific product to which such liability relates.

The company HSH will not in any case be responsible for the damage suffered by the Buyer due to the simple negligence of the company HSH.

11.2 The limitations of liability under clause 11.1 shall not apply

a) for damage caused in connection with injury to life, body or health caused by the negligence of the company HSH or the intentional wrongdoing or negligence of a legal representative or an intermediary representative of the company HSH;

b) in cases of intentional wrongdoing of the company HSH;

c) in cases that fall under the quality guarantee provided by the manufacturer and/or company HSH;

d) to the Buyer's claims under the product liability law.

11.3 The company HSH is not liable to the Buyer in case of impossibility or delay in performing its supply obligations if the impossibility or delay is a consequence of proper compliance with regulatory and legal obligations related to the Law on Chemicals and the EU Regulation on the Registration of Chemicals (REACH) initiated by the Buyer.

12. Statute of limitations

12.1 The statute of limitations for claims due to material and legal defects is one year from the receipt of the goods. In case the contracting parties have agreed on acceptance, the limitation period starts from the acceptance.

12.2 The statute of limitations for compensation claims based on contract and/or delict is one year from the legal beginning of the statute of limitations.

12.3 Contrary to clauses 12.1 and 12.2, the legal statute of limitations will apply in the following cases:

- a) in cases of special legal regulations regarding the limitation period (eg Article 480, Item 3, 485, 486 of the Law on Obligations);
- b) in cases of intentional wrongdoing and gross negligence;
- c) in cases specified in clause 11.2, subparagraphs a)-d).

13. Set-off, right of retention

The Buyer can set off company HSH's claims or exercise retention rights only on the basis of an undisputed or finally awarded counterclaim.

14. Collateral

If there is reasonable doubt regarding the ability of the Buyer to pay, especially if the Buyer does not meet the obligation to pay, the company HSH may, with further claims, revoke the agreed credit periods and make further deliveries or require advance payments depending on the provision of sufficient collateral.

15. Retention of title

15.1 Simple retention of title

The right of ownership of the delivered goods will not pass to the Buyer before the purchase price is paid in full.

15.2 Extended retention of title

In the event that the Buyer has paid the purchase price for the delivered goods, but has not yet fully fulfilled the other debts arising from its business relationship with the company HSH, the company HSH, among other things, retains the right of ownership of the delivered goods until all such outstanding debts are paid in full.

15.3 Extended retention of rights with general assignment In the regular course of business, the Buyer shall have available the goods owned by the company HSH free of charge, provided that the Buyer timely fulfills its obligations based on the business relationship with the company HSH. The Buyer already assigns to the company HSH all claims related to the sale of goods over which the company HSH reserves the right to retain the right of ownership when concluding the sales agreement with the company HSH; if the company HSH acquired joint ownership in the case of processing, combining or merging, such assignment to the company HSH is made proportionally to the value of the goods delivered by the company HSH with retention of title to the value of goods of third parties with retention of title. The Buyer already assigns to the company HSH all future claims of the confirmed balance according to the bank account agreements in the amount of outstanding claims of the company HSH when concluding the purchase agreement with the company HSH.

15.4 Access / Disclosure Right

Upon company HSH's request, the Buyer shall provide all necessary information about the inventory of goods owned by company HSH and the claims assigned to company HSH. In addition, at the request of company HSH, the Buyer shall indicate on the packaging company HSH's ownership of the goods and inform its customers of the assignment of claims to company HSH.

15.5 Late payment

In the event that the Buyer is late with payment, the company HSH has the right to, without canceling the purchase agreement and without granting a grace period, demand the temporary delivery of the goods owned by the company HSH at the Buyer's expense and revoke the Buyer's permission to dispose of and process the goods.

15.6. Partial Waiver Clause

If the realizable value of the collateral exceeds the open claims of the company HSH by more than 10%, the company HSH waives the collateral to that extent at the Buyer's request. The company HSH has the right to choose the goods for which it waives the collateral.

16. Force Majeure

To the extent that any incident or circumstance beyond company HSH's control (including natural disasters, war, strikes, blockades, shortages of raw materials and energy, transportation disruptions, production equipment failure, cyber-attacks, fire, explosions, epidemics or pandemics (whether or not officially declared by the World Health Organization - WHO), measures of the authorities) reduce the availability of goods from the facility from which the company HSH receives the goods so that the company HSH cannot fulfill its obligations under this contract (taking into account on a proportional basis other internal and external supply obligations), Company HSH (i) shall be released from its obligations under this contract to the extent that Company HSH is prevented from performing such obligations and (ii) shall have no obligation to procure goods from other sources. The first sentence also applies to the extent that such an incident or circumstance makes the performance of the contract commercially unprofitable for HSH for a longer period of time or happens to HSH's suppliers. If the aforementioned circumstances last longer than 3 months, the company HSH has the right to withdraw from the contract, without any right of the Buyer to compensation.

17. Place of payment

Regardless of the place of delivery of goods or documents, the place of payment will be the place of business of company HSH.

18. Data protection and IT security

18.1 In the event that the Buyer, during the execution of the relevant contract, receives from the company HSH or obtains in a different way personal data related to the employees of the company HSH (hereinafter referred to as "**Personal Data**"), the following provisions shall apply.

If the processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of the company HSH, the Buyer will have the right to process the Personal Data only for the purpose of executing the respective contract. The Buyer may not, except when permitted by applicable laws, process the Personal Data otherwise, and in particular disclose the Personal Data to third parties, analyze such data for its own purposes and/or form a profile. This also applies to the use of anonymized data.

The Buyer is obliged to ensure that Personal Data can only be accessed by its employees, if and to the extent that those employees need access for the purpose of executing the respective contract (on a need-to-know basis). The Buyer is obliged to structure its internal organization in a way that ensures compliance with the requirements of the data protection law. The Buyer is especially obliged to take technical and organizational measures to ensure a level of security that corresponds to the risk of misuse and loss of Personal Data.

The Buyer shall not acquire ownership or other proprietary rights over the Personal Data and is obliged to, in accordance with applicable laws, correct, delete, or limit the processing of the Personal Data. Any Buyer's right of retention with respect to Personal Data shall be waived.

In addition to its legal obligations, the Buyer is obliged to inform the company HSH in case of violation of Personal Data, especially in case of loss, without undue delay, and no later than 24 hours after becoming aware of it. Upon termination or expiration of the respective contract, the Buyer is obliged to delete Personal Data, including all copies thereof, in accordance with applicable laws.

18.2 HSH provides only appropriate interfaces for sending electronic orders by the Buyer. The Buyer must carefully handle the access data (username and password) provided to it. In case of loss or unauthorized access to these access data, the Buyer shall immediately notify HSH. The Buyer shall be liable to HSH for any damages arising from the delay in notifying HSH of such loss or unauthorized access.

19. Jurisdiction

Any disputes arising out of or in connection with the Contract in question shall be finally resolved by arbitration organized in accordance with the Rules of the Belgrade Arbitration Center (Belgrade Rules). The number of arbitrators will be one. The place of arbitration shall be Belgrade, Republic of Serbia. The language to be used in the arbitration proceedings shall be Serbian. The applicable substantive law shall be the law of the Republic of Serbia.

20. Applicable law

The contractual relationship shall be governed by the laws of the Republic of Serbia, excluding the rules on international conflicts of laws and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).

21. Language of the Contract

If these General Terms and Conditions of Sale are presented to the Buyer in a language other than the language in which the sales contract was concluded (Language of the Contract), this is done solely for the convenience of the Buyer. In case of differences in interpretation, the version in the language of the contract shall be binding.