



Akcionarsko društvo

METANOLSKO-SIRČETNI KOMPLEKS KIKINDA

GENERAL TERMS OF BUSINESS MSK AD KIKINDA PROCUREMENT OF GOODS

Article 1: Subject of

(1) Subject of these General terms and conditions of business MSK AD for the purchase of goods (hereinafter referred to as "General Conditions"), is to define the general terms and conditions that will govern the business relationship between MSK AD and suppliers in the procurement of goods the MSK AD, in all situations where the relationship is not writing arranged in a different way.

Article 2: Scope of Application

(1) General Terms and Conditions shall apply to all cases of procurement of goods by MSK AD, unless the parties have agreed to anything else in writing. If agreed in writing only certain elements of the business relationship, these General Terms and Conditions shall apply to the part which is not regulated by written agreement. General terms suppliers shall not be deemed a written agreement between the parties, unless otherwise agreed in writing.

(2) The requirement for the application of these General Conditions is that the supplier has previously familiar with their use in written or electronic form by the MSK AD and that is not explicitly rejected.

(3) Special clauses or conditions between the parties shall be valid only if agreed in writing. Eventual execution of works contract after offering amendments to the agreed terms, prior to their acceptance will be deemed conclusive acceptance of these conditions.

(4) The General Conditions shall apply to the current transaction with suppliers, provided that the supplier of their entry into force, consent to their use.

Article 3: Conclusion of the contract

(1) Only orders placed by MSK AD, by written or electronic purchase order shall be binding upon, and shall be deemed to be an offer to conclude a contract.

(2) An order made pursuant to the provisions of paragraph 1 shall be binding MSK AD within 7 calendar days of receipt of purchase order. If within that period the supplier agrees in writing to order, be deemed to be between MSK AD and suppliers a contract of sale of goods.

(3) If the provider explicitly states that he does not accept the order, the sent order will be no more bound by MSK AD.

(4) If the supplier fails to respond within 7 calendar days of receipt of purchase order, shall be deemed to have accepted the order.

(5) If after accepting the order there is a need for a change in the conditions of the order, MSK AD will send the modified vendor purchase order, with a note that it was addressed to renegotiate purchase order. The acceptance of such changed purchase order shall apply the rules of this article.

(6) If the modified Purchase Order is accepted, it will replace all previous order. If the amended Purchase Order is not accepted, the original Purchase Order will remain in effect.

Article 4: Prices

(1) The price for the items listed in the Order shall be binding on the MSK AD within the deadlines set in the previous article, and suppliers from the time of order confirmation.

(2) The formation rates in order to affect delivery conditions set forth defined (Incoterms 2010).

Article 5: Invoices

(1) In the case of acceptance of the order supplier MSK in AD provide proper invoice for the goods.

(2) The invoice must be submitted to MSK AD, along with all required attachments, in at least two copies, as follows: at least one copy of the original invoice with attachments, in paper form, by mail to the address seat MSK AD at least one copy of the invoice with attachments on delivery of goods along the shipment.

(3) Required elements of each invoice, in addition to those regulated by state authorities, and are: name of the employee who made an order on behalf of MSK AD, the number and date of the order specified in the order message sent by MSK AD.

(4) AD MSK reserves the right to require the supplier to make the completion of incomplete invoices, correction of errors in their contents or their delivery to the appropriate number of copies, and shall have no obligation to make payments until the latter provided the correct and complete invoice in sufficient copies.

Article 6: Payment

(1) Unless otherwise agreed in writing, the conditions and terms of payment will be specified in the PO, while the same cannot be arranged in a manner different from that which is governed by the applicable regulations.

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Article 7: The delivery time

(1) The delivery date and delivery period specified in the order form will be binding on the MSK AD within the deadlines set out in Article 3 and the supplier from the moment of the order confirmation.

(2) In case of delay in delivery, the Supplier shall promptly notify in writing MSK AD about it. Will not be considered to be sending this notice delivery period extended, but will be the deadline can be extended only by agreement of both parties. MSK AD retains the right to claim whatever to him by the delay could belong.

(3) Delivery shall be deemed completed at the point when MSK AD commissioned receives the goods with complete documentation that accompanies this type of merchandise. Shall be deemed to delivery took place when the goods are delivered, but with incomplete documentation or without any documentation.

Article 8: Transfer of risk and the amount of supplies

(1) Unless otherwise agreed in writing, the date of transfer of risk will be determined in accordance with the commercial terms "Incoterms 2010" International Chamber of Commerce (ICC).

Article 9: Responsibility of the supplier for the amount of goods

(1) If the supplier delivers MSK AD in a larger amount of goods ordered, MSK AD reserves the right, immediately upon seeing, refuses observed excess, and that all the quantities supplied over quantity ordered back to the vendor's expense.

(2) If the supplier delivers MSK AD in a small amount of goods ordered, MSK AD reserves the right to suppliers seeking to deliver the missing quantity of the goods within a reasonable time, to be defined in this case.

(3) If the Supplier, at the request of MSK AD fails to supply the missing quantity of the goods within the period specified in paragraph 2 of this Article, MSK AD will be entitled to claim compensation for possible damages.

(4) The deviation of + / -5% relative to the amount of ordered goods shall not be deemed deficient or excess merchandise, unless MSK AD immediately upon seeing that he does not accept the deviation occurred.

Article 10: Responsibility for quality suppliers of goods

(1) The Contractor shall comply with all quality standards and specifications that are common for this type of merchandise. If the examination of the goods establishes that it does not possess the quality characteristics for

regular use in accordance with standards of quality and specifications, MSK AD shall so notify in writing the supplier.

(2) The observed deficiencies MSK AD will notify the supplier immediately upon seeing. The hidden defects (those that may be obscured by simple visual inspection) supplier can be notified not later than 12 months from the date of delivery. In the event that the goods that have been delivered have indicated expiration date, the deadline for reporting of defects will be given to the expiration date.

(3) The Contractor shall, after receipt of written notice MSK AD observed deficiencies rectified as soon as possible, with the term to be defined in each case.

(4) If the Supplier, at the request of MSK AD does not remedy the deficiencies noted within the deadline or if not possible, MSK AD will have the right, at its option, reduce the price for the goods or terminate the contract and return the entire vendor received goods of the claim may price paid. In any case, MSK will be entitled to recover any damage incurred.

(5) If the vendor disputes the MSK AD the inadequate quality of the goods, the goods will sample in order to determine its quality assessment to be sent to an independent third party qualified to determine the quality of the goods, which will be selected in consultation with the supplier. The costs of quality assessment by an independent third party will bear both parties in equal amounts, and ultimately borne by the party whose claim turns out to be incorrect.

Article 11: Warranty

(1) In the event that the goods delivered normally issue a guarantee from the manufacturer, MSK AD will accept and use the same for the whole period of its existence, the full range of rights under this warranty.

Article 12: Responsibility of the supplier for damages caused to third parties or withdrawal of goods

(1) In the event that, due to the use or characteristics of the goods, and for reasons related to the treatment provider or inadequate quality of goods, to any third party be harmed or be required to purchased goods withdrawn from service, destroyed or otherwise neutralize MSK AD will be entitled to claim compensation from the supplier for damages suffered as a result of that.

Article 13: Protection against eviction

(1) The Contractor warrants that there are no rights of third parties to the goods to be sold (anti - eviction).

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(2) If such rights do exist, MSK AD shall, immediately upon learning of the existence of law, notify the supplier and give him a reasonable time to remove these rights, or to their own expense deliver the goods without any legal defects.

(3) If the supplier does not comply with a request referred to in paragraph 2 of that period, the MSK will choose whether to terminate the contract, the supplier and the thing back for a refund of the purchase price, or to seek a reduction of the purchase price, and in any case would be entitled to compensation.

Article 14: Dispatch, packaging and labeling of goods

(1) The form and content of lading and packing and marking of goods shall be governed in accordance with the instructions MSK AD, unless the laws of the Republic of Serbia or the country of origin of the goods included different rules regarding the type of packaging and labeling of goods.

Article 15: Retention of Title

(1) If the subject of the procurement making new things out of components that are owned by MSK AD ownership of them will be retained until the process of making changes or things to be completed. Upon completion of this procedure, MSK AD will become the owner of the newly created things.

(2) When making new things out of components owned by MSK AD is ultimately unsuccessful, the supplier shall be liable to MSK AD back component, if possible, and to pay him compensation received compensation and damages.

(3) If the subject of the procurement making new things out of components that belong to the MSK in AD and supplier of MSK will acquire ownership of this fact, and shall not be required to compensate the supplier in proportion to the components that were in his property unless it is expressly agreed.

Article 16: Treatment of supporting documents and accessories

(1) Documents and extras needed to purchase things MSK AD provides vendor (e.g. quality specifications, patterns, plans, films, instruments and models) are the property of MSK AD and will be treated as confidential.

(2) After completion of orders, all documents and accessories, including their possible copies must be returned immediately to the MSK AD, unless otherwise agreed in writing or required to carry out further orders. Supplier cannot keep them as a guarantee of payment of their claims against MSK in AD.

(3) If a part of the procurement preparation of the necessary documents or supplements, shall be deemed MSK AD acquired ownership of them at the moment of their creation.

(4) Documents and supplements should not be used for any other purpose, and in particular must be made available to third parties or used for execution of the obligations of the Supplier to third parties, except in the case of providing the written consent of the MSK AD. Exceptionally, they can be used to produce products for MSK AD from other orders, without prior written consent.

Article 17: Force Majeure

(1) The "higher power" within the meaning of these terms and conditions are considered any circumstances beyond the reasonable control of MSK AD and / or suppliers, including but not limited to, all kinds of natural disasters, social and political events, commands, and regulations adopted by official state bodies, which could not be foreseen at the time of the order, and of such a nature that significantly disrupt regular business parties, and objectively them unable to satisfy its liabilities.

(2) The term "force majeure" shall not be considered events that may fall under any of the above categories, but not on such a scale that affect the regular business MSK AD or suppliers, or those who have been foreseen at the time of the order.

(3) In the event of force majeure, the party with which it is performed shall so promptly notify the other party, and shall provide proof, if it is not a well-known fact.

(4) If the other party agrees, both parties shall, as soon as possible, agree on modalities for further treatment. Country in which the force majeure occurred during the period of force majeure to be released from all its obligations under the order and the time limits provided for in the General Conditions and / or the PO and will not flow.

(5) However, in the case of force majeure on the supply side lasts for more than 3 months, and therefore orders cannot be realized MSK AD will have the right to cancel the order and will be released from its obligations in respect of the same, and will and the right to a refund of any sums paid previously possible price.

Article 18: Confidentiality

(1) The Contractor is obligated to keep confidential their relationship with MSD included AD, and the details of that relationship does not disclose to third parties, including other companies that are members of its business systems and staff who are not directly involved in the business relationship with MSK AD, except by prior written consent of MSK AD.

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(2) The supplier will be required to maintain the confidentiality of all documents, data and other information that could be made available by the MSK AD in any way (in writing, verbally, visually and / or electronically) and the MSK AD compensate for any possible damage that may occur breach of this obligation.

(3) If the subject of the tender was the production of products for MSK AD This product cannot be mentioned, or illustrated on it cannot be alluded to in propaganda suppliers, without the prior written consent of MSK AD.

(4) The provisions of this Article shall not apply to suppliers with whom there is already signed contracts, trade secret, even if it is in the rest of the relationship fully apply the provisions of these General Terms and Conditions.

Article 19: The provisions of the Insurance and Safety

(1) In the case of orders executed in offices or factories MSK AD supplier will be required to ensure that all of the damages that could arise from such a deal, especially since the damage that could be inflicted on its employees or property.

(2) Employees suppliers are required to stay for a time in offices or factories MSK AD and the instructions of the person in charge of security. In the event that an employee suffers damage suppliers during their stay in the premises or facilities MSK AD will be liable for damages only if the same is caused by inadequate instructions issued by the person responsible for security.

Article 20: Miscellaneous

(1) Verification of claims of each supplier based on individual deliveries will not be considered as confirmation of all claims of the vendors, nor will it have an impact on their legal status.

(2) All disputes arising in relation with suppliers headquartered in the Republic of Serbia or suppliers which are located outside the territory of the Republic of Serbia, but having a branch in the Republic of Serbia, in the case of an order made by that branch will be the Commercial Court based in Zrenjanin. Applicable legislation is the law of the Republic of Serbia.

(3) All disputes arising in relationships with suppliers whose registered office is outside the territory of the Republic of Serbia, shall be resolved by arbitration in accordance with the rules of international arbitration before the International Chamber of Commerce based in Paris (in the original: International Chamber of Commerce - ICC) which are in effect on the date of the request for arbitration. The number of arbitrators shall be

three. The seat of arbitration shall be in Switzerland. The language of arbitration shall be English. The governing law shall be the law of Switzerland.

(4) Notwithstanding the provisions of Article 3 of this paragraph, the supplier with its own headquarters and the headquarters of the founders of the territory of Switzerland, in each case will be scheduled jurisdiction or arbitration seated in a neutral third country. In the event that this authority does not sign the contract, the provisions of paragraph 2 of this Article.

(5) The invalidity, or waiver of the application of any provision of these General terms and conditions of business MSK AD for the purchase of goods shall not affect the validity or application of other provisions. Instead of such provisions, the provisions of which will have its commercial intent.

(6) Acceptance of these General Terms and Conditions are replaced all previous agreements, correspondence or oral agreements between suppliers and MSK in force until the time of acceptance of these General Terms and Conditions of the supplier, and are valid indefinitely or until one of the parties expressly in writing withdraw or require modification thereof.

These terms and conditions are published on the official website of MSK AD - www.msk.rs in Serbian and English.

Agrees with the general terms and conditions:

Vendor (Company name):

Name and surname:

Signature and stamp:

Date:

Please fill out and validate the above requested information and then send it to us just this page - scan and send to purchase_msk@msk.co.rs or in paper form at the address: MSK AD Bečejski put 3, 23300 Kikinda, Republic of Serbia.

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