***General conditions of sales of goods of "UNIPROMET" DOO ČAČAK***

**TERMS AND DEFINITIONS**

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| **Seller** | The Enterprise for production, trade and services "UNIPROMET" doo Čačak, ul. Bulevar oslobodilaca 92A, RN 07364954, VAT 101297718 |
| **Buyer and/or Purchaser** | Any domestic or foreign legal and/or natural person |
| **Bid/Offer** | Document in which the Purchaser and/or Customer defined type, price, payment, asset security, delivery of products/goods/services that is, by the act of signing by the Buyer and/or the Purchaser and "UNIPROMET“, deemed to be accepted by both sides |
| **Request or purchasing order** | Every written request of the Purchaser and/or Customer specifying the type, quantity, quality, dimensions and other technical and technological characteristics of the products/goods/services |
| **Product/goods/services** | Each goods and/or products and/or services that the Purchaser and/or Customer bought/ordered from "UNIPROMET“ |
| **Price** | Value of products/goods/services defined in the offer and/or contract and/or price lists and/or document |
| **Third party** | Any legal entity and/or the natural person who is not in direct debtor-creditor relationship with "UNIPROMET“ |
| **Document** | Invoice and/or bill of laden and/or pro forma invoice |

1. **GENERAL CONDITIONS**
   1. These terms and conditions of sales of goods (hereinafter "General Conditions") shall apply in all cases where an enterprise "UNIPROMET" doo, Bulevar Oslobodilaca 92a, 32000 Čačak (hereinafter "UNIPROMET" and/or the Seller) acts in legal transactions as seller of products/goods/services.
   2. Purchaser and/or Customer, with his signature on the offer, confirms that he read, understood and accepted the general conditions of sales of goods, that is fully compliant with them, and that all business aspects with "UNIPROMET" and the accepted bid and/or document will be harmonized with these terms and conditions. General Terms and Conditions become effective from January 1st. 2020.
   3. These terms and conditions apply during the first sale of products/goods/services and shall also apply to any possible subsequent delivery of products/goods/ services without the need to re-emphasize and/or agreed upon them again.
   4. General Terms of purchasing by Purchaser and/or Customer shall be valid only when "UNIPROMET" accepts them in written. Any operation such as, for example, reception of products/goods/services, payment etc. does not constitute an act in which "UNIPROMET" agreed to General Terms of the Purchaser and/or Customer.
   5. "UNIPROMET" reserves all rights, including the rights of intellectual property for the documents that go with the Bid/Offer such as the specifications, drawings, sketches, catalogs and similar documents. Previously mentioned documents can not be made available to third parties without the prior consent of "UNIPROMET" and will, upon request, be immediately returned to "UNIPROMET". The same treatment will be aplied to the appropriate documents of the Purchaser and/or Customer.The Purchaser and/or Customer agrees that "UNIPROMET" can provide his subcontractors with the contents of the document by the Purchaser and/or Customer.
2. **A BID/OFFER** 
   1. "UNIPROMET" is obliged to submit an offer to the Purchaser and/or Customer in the shortest possible time from the date of receipt of the request/order. If "UNIPROMET" does not submit a proposal within seven (7) working days from receipt of request/order, it shall be deemed that it could not deliver the goods/product corresponding to the received request/order.
   2. Offer that was provided by "UNIPROMET“ to the Purchaser and/or Customer shall be binding for "UNIPROMET" only if it is accepted by the Purchaser and/or Customer within the deadline stated in the offer.
   3. Offer that is signed and returned to "UNIPROMET" by the Purchaser and/or Customer shall be considered a declaration of acceptance of the offer and these General Terms and Conditions. The declaration of acceptance of the offer may be made in any other way in writing and/or by sending a consent via e-mail. The offer accepted by the Purchaser and/or Customer and these General Terms and Conditions constitute an agreement on the sales of products/goods/services or an integral part if separate contract is being signed.
   4. The offer is also accepted if the Purchaser and/or Customer pays the value of the ordered products/goods/services.
   5. For each individual delivery the Purchaser and/or Customer shall promptly deliver "UNIPROMET" a request specifying the type, quantity, quality, dimensions and other technical and technological characteristics of the products/goods/services that are needed.
   6. If the Purchaser and/or Customer does not specify the required quality, "UNIPROMET" shall deliver its standard products/goods/services.
3. **SUBJECT OF SALES** 
   1. Sales and delivery of products/goods/services shall be implemented based on Request/Order and accepted offers and/or documents from the Purchaser and/or Customer.
   2. Data published in catalogs, brochures, technical specifications, price lists or advertisements will be binding for "UNIPROMET" only if expressly provided as such in the Offer provided by "UNIPROMET".
   3. In the case of obvious typographical errors in the information published in catalogs, brochures, technical specifications, it shall be deemed that they have exclusively informative character and will not result in any relevant legal obligations of "UNIPROMET".
   4. For each individual shipment "UNIPROMET" shall provide certificate of attestation for the delivered product/goods/services within 2 (two) days of receipt of the request by the Purchaser and/or Customer, and a certified copy no later than fifteen (15) days from the date of the submitted request.
   5. Purchaser and/or the Buyer signs a contract to purchase products/goods/services which will define the specifics which are not specified in these terms and conditions, all in accordance with the distribution policy of "UNIPROMET".
4. **REQUIRED DOCUMENTATION**
   1. When the goods/products are purchased for the first time, the Purchaser and/or Customer is obliged to provide "UNIPROMET" with:

* An extract from the trade business register;
* a photocopy of the document that validates signature of the person authorized to represent
  1. The obligation of Purchaser and/or Customer is to inform the Seller about any change of data within three (3) days from the date of change (company shutdown, change of HQ address, change of accounts at commercial banks and others not mentioned data). Otherwise, it will be considered that the Purchaser and/or Customer failed to notify "UNIPROMET" and thereby deliberately misled "UNIPROMET" in basic data about The Purchaser and/or Customer and it will bear all responsibility for any harmful consequences that have been caused.
  2. The Parties agree to appoint the persons responsible for the enforcement of obligations that both sides can accept instructions from.
  3. All communications, correspondence and explanations, information exchange between "UNIPROMET" and the Purchaser and/or Customer will be in Serbian language for customers within the region, or English or German for customers where these languages ​​are officially accepted.
  4. All notices that are related to the execution of the commitments made in accordance with these terms and conditions shall be submitted in writing to the registered e-mail address and by registered mail to the following address: "UNIPROMET" DOO ČAČAK, Bulevar oslobodilaca 92a, 32000 Cacak, Serbia.

1. **THE PRICE**
   1. The price, method of payment, extent of delivery of products/goods/services, completion date (hereinafter referred to as "Delivery"), are defined in the Price List and/or the Offer and/or the Document and/or the Contract.
   2. Prices are EXW parity based (Incoterms 2020), unless otherwise specified in the Offer and/or the Contract of sales.
   3. The agreed price does not include freight forwarding and customs costs of temporary importation into Serbia and removal from inventory of galvanized pallets organized by "UNIPROMET" in the customs territory of the Republic of Serbia. Price cost of customs services is 60 €/truck and will be invoiced to the Purchaser and/or Customer during the issuing of each invoice.
   4. "UNIPROMET" reserves the right to change the Price List at any time and according to its business policy, without prior notice.
   5. The Offer and/or the Document will have particularly stated price of products/goods/services, particularly stated the amount of value of added tax. The amount of this tax will be shown separately in the bill of lading, invoices and other financial documents accompanying the product/goods/services.
   6. If the Purchaser and/or Customer fails to pay the invoiced value of products/goods/services in accordance with the defined payment period in the Offer and/or documents, it will be obliged to, in addition to the reported value price pay the legal and contractual interest to "UNIPROMET". "UNIPROMET" reserves the right to request a compensation of make up of loss ratio.
   7. In case of delay in payment of the value/price of the products/goods/services by Purchaser and/or Customer, "UNIPROMET" reserves the right to suspend further execution of its obligations until the Purchaser and/or Customer pays the overdue amount in total. "UNIPROMET“ is obliged to notice the Purchaser and/or the Buyer about suspending of further execution of its obligations in writing.
2. **TERMS OF PAYMENT**
   1. Payment terms are defined in the Offer and/or Document and/or Contract of sales with respect to the sales policies of the company.
   2. Payment of products/goods/services shall be:

* in advance before the goods/products are shipped (100%);
* within the time specified in the Offer and/or Document.
  1. Payment of the price is made exclusively to the bank account specified in the document by "UNIPROMET“.
  2. The advanced payment is made no later then the date defined in the Offer and/or Documents. "UNIPROMET" will not be required to commence the delivery of goods/products before the advanced payment is completed. If the period defined for the advance payment expires without payment being made, "UNIPROMET" reserves the right to change prices of products/goods/services which were the subject of the Offer.
  3. The obligation to pay the value/price of the products/goods/services will be considered executed only if the paid amount is not being deducted by any prior debts (overdue invoices) as well as the potential fees and expenses of the payment system. If this is not the case, the amount which the Purchaser and/or Customer has to pay must be increased by the amount of any previous debts (overdue invoices) and any fees and expenses of the payment system, so that "UNIPROMET" can receive and retain a net amount.
  4. When payments are received, interest are being settled first, and then the oldest commitments, regardless of references to the payment.
  5. The Purchaser and/or the Buyer can not compensate its debts towards "UNIPROMET" with the the claims which "UNIPROMET" has towards the Purchaser and/or Customer.
  6. In the event that the Purchaser’s and/or Customer’s credit worthiness, marked by the insurance company selected by "UNIPROMET" is less than B2, payment terms will be separately agreed.

1. **PAYMENT GUARANTEE**
   1. In case of delayed paymnet being agreed, the Purchaser and/or Customer is obliged to provide "UNIPROMET" with payment guarantee means previously agreed before a takeover of products/goods/services. "UNIPROMET" can activate this payment guarantee in the absence of payment by the Purchaser and/or Customer that is fifteen (15) days over the due date, without submitting a written notice/warning to the Purchaser and/or Customer.
   2. The Purchaser and/or Customer deliveres at least two (2) blank bills of exchange signed with the corresponding letter of authorization together with the proof of the registration of the underlying promissory notes with the National Bank of Serbia, as well as a copy of the notarized signatures of authorised persons (Authorised Signatory) as means of securing the execution of his obligations.
   3. The Purchaser and/or Customer, on demand by "UNIPROMET“ may submit a bank guarantee or letter of credit as payment guarantee means.
   4. "UNIPROMET" will return the payment guarantee means to the Purchaser and/or Customer within 2 (two) business days from the date of receiving the bank statement that the Purchaser and/or Customer settled its liabilities, unless otherwise agreed with the Purchaser and/or Customer.
   5. "UNIPROMET" reserves the right to claim insurance of each of its Purchasers and/or Customers and activation policies due to non-compliance with payment deadlines without prior written notice and/or obtainingof specific consent of the Purchaser and/or Customer.
2. **FULFILLING PERIOD**
   1. Fulfulling period will be applied within the time frame arranged by the "UNIPROMET" and the Purchaser and/or Customer stated in the Offer and/or Document. This time frame shall be binding for "UNIPROMET" provided that the Purchaser and/or Customer fulfill its obligations in a timely manner and in accordance with the agreed deadlines.
   2. In order to execute the delivery within the time frame, all needed documents must be provided by the Purchaser and/or Customer, obligations of the Purchaser and/or Customer must be fulfilled, for example. advance payments, delivery of bill og exchange, delivery address provided if transport is also agreed, border crossing point and customs office in case of export business and so on. If these conditions are not met, the delivery of products/goods/services will be delayed until the fulfillment of these conditions.
   3. If the Purchaser and/or Customer does not meet requirements of point 8.2. this article in time, the parties agree that the time of fulfillment of obligations "UNIPROMET" postpone for a reasonable period, and at least for as long as a delay of execution of the Purchaser’s and/or the Customer duties lasted.
   4. The provision of point 8.3. of this article shall not apply if the delay to the Purchaser and/or Customer execution of obligations occurred for reasons for which "UNIPROMET" is solely responsible.
   5. If the delay in fulfilling of the commitments occured as a result of force majeure (mobilization, war, riots, major demonstrations and riots, strikes, large-scale natural disasters and catastrophes, IT system fails (despite reasonable preventive measures), pandemics, protests and blockades, delays in the procurement process, etc.) agreed deadlines will be extended as far as the reasons of force majeure lasted.
   6. The side that, due to force majeure, is unable to fulfill its contractual obligations on time, shall immediately upon the occurrence reasons of force majeure, notice the other party in written, and at the request of the other Contracting Party submit adequate evidence. If the party fails to submit the required evidence of the existence of reasons of force majeure, it shall not be entitled to an extension of deadlines.
   7. After the cessation of reasons of force majeure, the party that has called upon these grounds shall, without delay, notify the other party. Immediately after the cessation of the reasons of force majeure, fulfillment of the deadlines negotiated commitments shall be continued.
   8. If the time of shipment and/or delivery of products/goods/services to the Purchaser and/or the Customer is not specified in the Offer and/or Document, "UNIPROMET" will be obliged to carry out shipping and/or delivery of products/goods/services within a reasonable period after the Offers and/or Documents have been accepted from the Purchaser and/or the Customer. It is considered that "UNIPROMET" fulfilled their obligations with the shipment of the products/goods/services or issuing of the documents on the basis of which the products/goods/services are provided to the person who organizes the delivery of products/goods/services on behalf of the Purchaser and/or the Customer.
   9. If "UNIPROMET“ has the obligation to deliver the product/goods/services to the Purchaser and/or the Customer, it shall be considered that "UNIPROMET" fulfilled that obligation once the product/goods/services were delivered at the destination of delivery stated by the Purchaser and/or the Customer.
   10. In case of any Purchaser's and/or Customer's failure to comply with payment deadlines specified in the Offer and/or Document, "UNIPROMET" will keep a record of the Purchaser's and/or Customer's year-end debt. The aforementioned debt represents the calculation of default interest in the amount of 0.1% per annum of the value of the respective invoice for each full calendar week of delay or non-compliance with payment deadlines indicated on the same, but not more than 20% of the total value of goods/products for which the Purchaser and/or Customer in arrears with payment.
   11. In case of delay in delivery of products/goods/services that can be attributed as guilt by "UNIPROMET“, the Purchaser and/or Customer has the right to charge the contractual penalty for each full calendar week of delay. The total amount of contractual penalty shall not exceed 5% of the total value of the delivery according to the specified project. Along with the request for payment of the contractual penalty, the Purchaser and/or the Customer is obliged to provide appropriate evidence of the damage that occurred.
   12. Liability for damage of "UNIPROMET“ due to delays in the delivery of products/goods/services only exists in the case of actual damages, and liability for lost profits, direct and indirect damage is excluded. With the collection of the contractual penalty, further requests by the Purchaser and/or the Customer are excluded.
   13. When the amount of the contractual penalty for the delay in delivery of products/goods/services reached the maximum possible amount stated in 8.11, it is considered as a contractual penalty due to non-fulfillment and is the only request that Purchaser and/or Customer can emphasize to "UNIPROMET".
   14. In case that the timely delivery of products/goods/services is not possible due to circumstances caused by intentional and/or gross negligence of the Purchaser and/or Customer (the case of creditor arrears), in addition to the extension of the deadline in accordance with the provisions of article 8.15, "UNIPROMET“ reserves the right to require the costs of storage and insurance of the object of delivery for that period being covered by the Purchaser and/or Customer, as well as all other logistics costs consequently incurred.
   15. If "UNIPROMET" stores the product/goods/services in their warehouse, "UNIPROMET" has the right to collect storage costs amounting to 0.08 € (Euro) per tonne of products / goods / services for each day of storage from the Purchaser and/or Customer.
   16. If delivery is disabled for more than 30 (thirty) days, "UNIPROMET" is authorized to request any additional costs from the Purchaser and/or the Customer as a result of such delay.
3. **The right to retain PROPERTY**
   1. The delivered product/goods/services, in whole or in part, and/or the partitions remain the property of "UNIPROMET“ until the full payment of the invoiced value/price is made. During this period, the Purchaser and/or Customer can not pawn, sell or otherwise dispose of the delivered products/goods/services or its parts and/or partitions. The product/goods/services of "UNIPROMET“ that the Purchaser and/or Customer sells to third parties as part of its ordinary course of business are not exempt from this prohibition. It is considered that the Purchaser and/or the Customer informed his customer of rights obtained by 'UNIPROMET" and that they have given their consent to defined conditions. The absence of such notification or consent/approval, does not result in termination of these rights or constitution under this article, furthermore it authorizes "UNIPROMET“ to seek compensation for make up of loss ratio.
   2. In the event that the Purchaser and / or the Customer makes the delivery in favor of third parties, it is considered that the Purchaser and / or the Customer has ceded its claim against that third party to "UNIPROMET", for collection in accordance with paragraph 2 of Article 444. of THE LAW OF CONTRACT AND TORTS ("Sl. list SFRJ", br. 29/78, 39/85, 45/89 - odluka USJ i 57/89, "Sl. list SRJ", br. 31/93, "Sl. list SCG", br. 1/2003 - Ustavna povelja i "Sl. glasnik RS", br. 18/2020). For the avoidance of any doubt, "UNIPROMET" in that case reserves the right to collect its claim from either the Purchaser and / or the Customer or a third party, whereby the obligation of the Purchaser and / or the Customer towards "UNIPROMET" is extinguished in the appropriate part only after collection of assigned claim. All amounts collected from a third party upon the assigned claim over the amount of the debt of the Purchaser and / or the Customer, "UNIPROMET" will return to the Purchaser and / or the Customer.
   3. In case of modification and/or substitution and/or disposition of the supplied items/goods/services in any form or by any means, "UNIPROMET" remains the owner of such modified and/or altered products/goods/services, in each case, in accordance with this article. In case of blending, mixing, or fitting the object of supply to other products/goods/services, "UNIPROMET" as the owner of the object of supply on the basis of retention in accordance with this article, becomes co-owner of the product/the goods/service resulting a modification, according to the provisions stated in 9.1 and 9.2. of this article.
   4. The Purchaser and / or Customer may assign claims in accordance with the provisions of clause 9.2. to charge until the moment "UNIPROMET" informs him otherwise. UNIPROMET’s right to such notification is according to delay or non-payment of the value of the product / goods / service by the Purchaser and / or Customer, or by the existence of any circumstances which may be considered as a bankruptcy reason in accordance with the provision of article 11 of the Bankruptcy Law ("Official Gazette of RS", No. 104/2009, 99/2011 - other law, 71/2012 - US decision, 83/2014, 113/2017, 44/2018 and 95/2018). The existence of such a circumstance is not a decision of a public authority, but UNIPROMET’s assessment in accordance with the available evidence. At the moment of notification, "UNIPROMET" may be legitimized before a third party - the debtor of the claim, assigned for payment, and request the refund of the subject of the delivery or payment of the claim being assigned to UNIPROMET.
   5. The risk of accidental failure or damage to the product / goods / service that is the subject of delivery is borne by the Purchaser and/or Customer from the moment the products / goods / services are being passed to him. If the products / goods / services are insured, all claims for such insurance are hereby deemed to be assigned to "UNIPROMET" for the purpose of collecting claims against the Purchaser and/or Customer.
   6. The Purchaser and/or Customer shall promptly notify "UNIPROMET" of all requests directed to the deliveries, whether accompanying or executed, with the submission of all available relevant documentation.
   7. In case of unfulfilled obligations by the Purchaser and/or Customer, "UNIPROMET" as an owner can request a refund of products/goods/services as a whole or in parts and/or partition.
4. **TAKE OVER AND DELIVERY**
   1. If otherwise is not specifically agreed, "UNIPROMET" will be required to make the product/goods/services available to the Purchaser and/or Customer in it’s facility.
   2. "UNIPROMET" has fulfilled the obligation of handing over it’s product/goods/services to the Purchaser and/or Customer when the product/goods/services have been delivered or when the documents on the basis of which the product/goods/services can be taken over have been issued to the Purchaser and/or Customer.
   3. Delivery will be considered completed with risk transfer pursuant to the provisions of Article 11.
   4. The Purchaser and/or Customer can not refuse delivery of products/goods/services due to minor defects. Minor defects, previously mentioned as such, are the ones that do not exclude the functionality of the products/goods/services and do not prevent its regular use.
   5. In case that the Purchaser and/or Customer refuses to accept the delivery of products/goods/services for any reason, and commences with the commercial use of products/goods/services or put it into further circulation, it shall be deemed as act of acceptance of delivery of products/goods/services, performed in the moment of commencement of use.
5. **TRANSFER OF RISK**
   1. If delivery does not include installment, the risk passes onto the Purchaser and/or Customer when products/goods/services were ready in the agreed time for delivery at the place of destination. The same applies when it is agreed that transport costs are covered by "UNIPROMET" and the product/goods/services are delivered to the carrier and/or shipper. At the request and expense of the Purchaser and/or Customer 'UNIPROMET "will ensure that delivery of the goods/products is insured of the common risks during transport.
   2. If the delivery includes installment, the risk passes at the moment of completion of installment, verification of the situation and issuing of confirmation document.
   3. If dispatch, delivery, commencement or completion of the installment, acceptance of products/goods/services by "UNIPROMET" is delayed for reasons for which the Purchaser and/or Customer is responsible, or if the Purchaser and/or Customer for other reasons does not accept delivery of the products/goods/services, it is considered that the risk is transferred to the Purchaser and/or the Customer the moment when "UNIPROMET" was ready to fulfill it’s obligation, or when it delivered the product/goods/services to the consatruction site at which the Purchaser and/or Customer is repsonsible for keeping of delivered products/goods/services.
6. **LIABILITY FOR DEFECTS**
   1. Each delivery must be examined by the Purchaser and/or Customer with due care and diligence when receiving products/goods/services. The Purchaser and/or Customer shall notify the "UNIPROMET" of the deficiencies identified by such inspection within 24 hours, or record the unloading immediately and without delay under the threat of loss of further rights. The deficiency notice must contain an adequate description of the defect identified, a reference to the number of the Offer and / or Document, request or purchasing order confirmation and / or specially signed record.
   2. Failure to notify "UNIPROMET" in writing within 8 (eight) days from the date of taking over the products / goods / services in writing, the Purchaser and/or Customer loses the right granted to him on this basis.
   3. It is considered that they could not remain unknown to the Purchaser and/or Customer those deficiencies that a caring person with average knowledge and experience of a person of the same occupation and profession as the Purchaser and/or Customer could easily identify in the usual inspection of the product / goods / services.
   4. In case that the Purchaser and/or Customer delivers products/goods/services forwarding it to third parties - customers without reloading and review, responsibilities of "UNIPROMET" for visible defects is excluded.
   5. The Purchaser and/or Customer informs "UNIPROMET" about hidden defects as soon as he has learned of such deficiencies, without delay. Responsibility of "UNIPROMET" for hidden defects is terminated six (6) months after the date of receipt of the delivery of products /goods/services unless otherwise determined by the imperative rules of applicable law.
   6. Upon receipt of the notification of defects in accordance with the provisions of this Article, "UNIPROMET" is authorized to inspect shipments of products/goods/services claimed to be defected and is obliged to, at its discretion, deal with defects either by repairing or replacing the defective part or the whole delivery. If "UNIPROMET" is not allowed to check the delivered products/goods/services, always with included original packaging or a choice of ways to deal with defects, liability for defects is excluded.
   7. When, after the receipt of the product / goods / services by the Purchaser and/or Customer, was revealed that the product / goods / service has defects that could not have been detected by the usual inspection when products / goods / services taking over took place the (hidden defects), the Purchaser and/or Customer shall, under the threat of failure to exercise its rights, will informe about these deficiencies without delay to UNIPROMET.
   8. If the defect is not remedied within a reasonable time, the Purchaser and/or Customer may demand a price reduction in the amount corresponding to the difference between the value of products/goods/services without defects and the value of products/goods/services with defect. Responsibility of "UNIPROMET's is excluded in case of: slight deviations from the agreed quality, quantity and performance, defects that have insignificant effect on the functionality of the delivered product / goods / services, defects that arose after the receipt of delivery of the product / goods / services due to improper or negligent handling, installation not performed by "UNIPROMET", defects due to improper storage conditions from the moment of receipt till the time of installation, failure to comply with the instructions of "UNIPROMET ", unauthorized servicing of the subject of delivery, and due to other circumstances that cannot be attributed to "UNIPROMET".
   9. The Purchaser and/or Customer is obliged to pay the undisputed part of the invoice within the date stated on the invoice, and a disputed part of the invoice within 3 (three) days after the resolution of the complaint.
   10. All rights of the Purchaser and/or Customer based on hidden defects expire six (6) months after the date of resolution of complaints.
7. **CONFIDENTIALITY AND DATA PROTECTION**
   1. Confidential information is all information that is not publicly available and which the other party came across during the implementation of debtor-creditor relationships between "UNIPROMET" and the Purchaser and/or Customer. Each party obliges itself to keep or ensure the confidentiality of information subject to mutual cooperation from third unauthorized persons, unless that information has become publicly known or known to one of the parties in any other lawful manner.
   2. Each party will be responsible for the application of applicable laws and regulations on personal data protection, including but not limited to the LAW ON PERSONAL DATA PROTECTION ("Official Gazette of RS", No. 87/2018) as well as REGULATION (EU) 2016 / 679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (hereinafter: "the Regulation", "GDPR").
   3. Violation of the provisions defined in this article is the basis for compensation for damages.
8. **RULES FOR THE CASE OF FOREIGN TRADE**
   1. If the Purchaser and/or Customer transfers the delivery of products / goods / services (including any technical assistance) provided by "UNIPROMET" to a third party, the third party mentioned here must comply with all applicable regulations on export control of the Republic of Serbia and international regulations on export control for export-reexport). In the event of such transfer of products / goods / services, the third party must comply with the provisions on export control (and import for export-reexport) of the Republic of Serbia, the European Union and the United States of America.
   2. In connection with item 14.1., The Purchaser and / or the Customer must in particular check and guarantee that:

* there will be no violation of the embargo imposed by the Republic of Serbia, the European Union, the United States and / or the United Nations by such transfer, negotiations on that product / good / service and that domestic business restrictions and bans on circumventing these embargo;
* such product / goods / services are not intended for use involving weapons, nuclear technology or weapons, if and to the extent that such use is subject to prohibition or authorization, unless the necessary authorization has been granted;
* the regulations of all valid Lists of sanctioned parties of the Republic of Serbia, the European Union and the United States of America regarding transactions / transactions with the specified natural and legal persons, organizations, etc. are taken into account.
  1. If the Purchaser and / or the Customer must enable the competent authorities or "UNIPROMET" to conduct an export control check, he is obliged to immediately provide "UNIPROMET" with all information related to a particular end customer, a particular destination and the specific use of the product / goods / services, as well as information on possible applicable export control restrictions. The Purchaser and / or the Customer shall indemnify UNIPROMET for the damage caused as a result of non-compliance with export control regulations and / or violation of the provisions defined herein by the Purchaser and / or the Customer including but not limited to costs and relieves him of liability from any claim, litigation, lawsuits fines, attorney fees, lost profits.

1. **DISPUTE RESOLUTION, COMPETENT COURT**
   1. The Parties undertake to make all necessary efforts to resolve any disputes and disagreements regarding the delivery of products / goods / services and the interpretation of these General Terms and Conditions in an amicable and peaceful manner.
   2. Any dispute with the Purchaser and/or Customer whose registered office is outside the territory of the Republic of Serbia, will be resolved through arbitration in accordance with the Rules of Permanent Arbitration at the Serbian Chamber of Commerce. The seat for arbitration will be the city of Belgrade, the Republic of Serbia and the arbitration will be conducted in English, the rules of the Vienna Convention will apply. The decision of the arbitration will be final and binding for "UNIPROMET" and the Purchaser and / or Customer.
   3. Any dispute with the Purchaser and/or Customer whose registered office is in the territory of the Republic of Serbia shall be settled before the Commercial Court in Čačak. Anything that is note defined in these General Conditions shall be governed by the provisions of the THE LAW OF CONTRACT AND TORTS ("Sl. list SFRJ", br. 29/78, 39/85, 45/89 - odluka USJ i 57/89, "Sl. list SRJ", br. 31/93, "Sl. list SCG", br. 1/2003 - Ustavna povelja i "Sl. glasnik RS", br. 18/2020) and other positive regulations.
2. **AGREEMENT OF SALES AND GENERAL TERMS**
   1. If "UNIPROMET" and the Purchaser and/or Customer conclude a special Agreement of sales of products/goods/services, General Conditions are an integral part of the Agreement.
   2. In the event of a difference in the provisions of the General Conditions and the provisions of the sales agreement, the provisions of the concluded sales agreement shall apply. In the event that any provision or part of the General Conditions is found to be in any way invalid or otherwise inapplicable, that fact shall not affect the remaining part of that provision or other provisions of the General Conditions.