

# **GENERAL TERMS AND CONDITIONS DOO TEHNOEXPORT INĐIJA**

## **GENERAL CONDITIONS**

The General Terms and Conditions of Sale and Delivery of Products (hereinafter: General Terms and Conditions) are an integral part of all contracts on the sale and delivery of products (hereinafter: the Contract) that DOO TEHNOEXPORT INĐIJA concludes with its Customers.

The Seller will publish these conditions as well as their amendments on its website and printed price lists and will make them available to the other contracting party in any other convenient way.

Pursuant to these General Terms and Conditions, the Seller acts as a Seller of products and service providers within the scope of its regular activities.

## **GOODS, ORDERING DELIVERIES**

The goods that are the subject of the sale are understood to be all products from the Seller's product range, according to the Catalog that the Seller submits during the Offer.

The Seller's offers are until the moment of acceptance of an exclusively informative character, i.e. until that moment they are not binding and do not create an obligation on the part of the Sellers especially in terms of prices, quantities, delivery deadlines, etc.,

The Seller's offer becomes binding in case of written acceptance of the offer within the validity period of the offer and in accordance with the available stocks of products and the agreement reached between the contracting parties.

The seller will deliver the goods from the previous article to the buyer according to the dynamics determined by the individual orders of the buyer.

The Buyer's order contains the type, quality and quantity of the goods he orders and can be given exclusively in writing via web account, email, mail or other appropriate means.

The e-mail addresses of the Seller to whom the orders are sent are:

- office@tehnoexport.com
- office@tehnoexport.co.rs

After submitting the order from the previous paragraph, the contracting parties shall determine the date and place for delivery of the goods in accordance with the provisions of this contract. The seller undertakes to act in accordance with the timely confirmed order. All other information related to the order given by telephone or orally during personal visits is not binding on the Seller unless it is confirmed in writing in a timely manner.

Each delivery of the ordered goods is accompanied by a delivery note which is delivered to the buyer or a person authorized by the buyer to receive the goods, together with the goods.

The buyer or a person authorized by the buyer to receive the goods is obliged to enter the all necessary information on the delivery note.

With regard to the delivery of goods, the provisions of Incoterms 2020 apply.

Depending on the quantity and value of the ordered goods, the agreed parities are used during delivery. If the Seller organizes the transport at his own expense, the Buyer is obliged to state in writing the delivery address, contact person and telephone number and / or mobile number.

If the Buyer picks up the goods at the seller's headquarters, he is obliged to announce the arrival and pick-up of the goods at least one working day earlier than the day of pick-up.

From the moment of receipt of the goods by the person authorized to receive the goods from the previous paragraph of this contract, all further risks shall be borne by the Buyer.

As a rule, the goods are delivered in the original factory packaging.

If the buyer requests the parking of goods that differ from the standard packaging of the seller, he is obliged to submit in writing all the requirements related to the packaging. The special requirements of the buyer in terms of non-standard packaging affect the price of the product, which will be especially stated when confirming the purchase order.

Upon delivery of the goods, the Seller issues and delivers the Invoice and the Delivery Note with the goods.

Upon receipt of the goods, the buyer or a person authorized by the buyer is obliged to receive both the Invoice and the delivery note. If the delivery is made through a third party (express mail, courier services, etc.), the buyer takes over the delivery note and the invoice from the person making the delivery.

Delivery deadlines will be determined for each case separately and specified in the Contract, offer / proforma invoice.

Products from the standard sales program that are available in the Seller's warehouse are delivered within a period not exceeding 15 (fifteen) working days, except in emergency situations.

All other products and special customer purchase orders are delivered within a maximum of 45 (thirty) days, or as agreed.

The deadline for processing the customer's purchase order and feedback on product availability is maximum 48 hours from receiving order.

The delivery period starts from the date of confirmation of receipt of the purchase order (OC), i.e. from the day of payment according to the pro forma invoice (PI) issued by the Seller after receipt of the Buyer's order (PO), and depends on the product availability category.

All sales and deliveries of products will be made in accordance with these General Terms and Conditions and the accepted offer / purchase order, unless otherwise agreed between the contracting parties.

Partial deliveries are possible with prior notice and specification of delivery dynamics, product type and quantity. The minimum order quantity (MOQ) and minimum delivery quantity (MDQ) will be defined by individual contracts with customers.

In case the Seller is not able to deliver the products at the agreed time due to extraordinary circumstances for which the Seller is not responsible (strike, interruption of the plant, interruption of raw materials, shortages of raw materials, measures of state authorities, traffic jams, etc., or otherwise force majeure), he has the right to extend the delivery period or to cancel the delivery completely, without any liability for damages and is obliged to inform the Buyer in writing at the time of such circumstances.

## **QUALITATIVE AND QUANTITATIVE RECEIPT OF GOODS**

Quantitative acceptance of goods is performed when loading the goods into the vehicle of the buyer or a person authorized by the buyer, and in case of contracting the delivery of goods F-co warehouse of the buyer or a person authorized by the buyer or destination specified by the buyer – when handing over the goods to the buyer. Remarks on the quantity of goods, the buyer (or a person authorized by the buyer) is obliged to point out when handing over the goods under the threat of losing the right to claim the delivered quantity of goods.

The Buyer is obliged to control the quantity of goods and the quantity indicated in the documents accompanying the delivery (Invoice and Delivery Note), and if there is a discrepancy in the quantity, he is obliged to immediately, without delay, notify the Seller.

Qualitative acceptance of goods is performed by the Buyer or a person authorized by the Buyer when taking over the goods.

The buyer (or a person authorized by the buyer) is obliged to point out objections to the visible defects of the goods and the quality of the goods in which he will point out the established deviations from the agreed or usual quality and immediately upon receipt and no later than 3 days from on the day of receipt of the goods, submit to the Seller a record stating all damage to the packaging.

If the delivered goods do not correspond to the agreed quality, the Buyer is obliged to separate these goods, under the threat of losing the right to complaint, immediately after the established deviation, make a record and immediately notify the Seller in writing about the complaint.

The seller is liable for material defects of the goods that she had at the time of the transfer of risk to the buyer, as well as for those material defects that occur after the transfer of risk to the buyer if they are a consequence of a cause that existed before.

A slight material defect is not taken into account.

Material defects are considered to exist in the following cases:

1. if the thing does not have the necessary properties for its regular use or for trade,
2. if the item does not have the necessary properties for the special use for which the buyer procures it, and which was known to the seller, or had to be known to him;
3. if the thing does not have the properties and characteristics that are explicitly agreed,
4. when the seller has handed over a thing that does not comply with the sample or model, unless the sample or model is shown for information only.

The seller will not be liable for the defects from the previous paragraph if at the time of concluding the contract they were known to the buyer or could not remain unknown to him.

It is considered that those shortcomings that a caring person with average knowledge and experience of a person of the same occupation and profession as the customer could easily notice during the usual inspection of things could not remain unknown to the buyer.

If after receiving the goods by the buyer it turns out that the item has a defect that could not be detected by the usual inspection when taking over the item (hidden defect), the buyer is obliged, under the threat of loss of rights, to notify the seller immediately, without delay.

The seller is not responsible for defects that appear after six months have passed from the delivery of the item, except when the contract stipulates a longer period.

All complaints are regulated in accordance with positive legal regulations.

Complaints about visible quality defects must be addressed to the seller immediately, and before installation. Complaints about visible defects in quality will not be accepted for items that are installed.

Every complaint must be in writing and properly documented. It should contain: invoice number, delivery date, product name, advertised quantity as well as the reason for the complaint. In addition, qualitative complaints must be accompanied by samples and / or pictures of cardboard boxes with legible information about the product name, number, or all relevant markings on the package.

All complaints about the quality or quantity of the received goods, the Buyer is obliged to report immediately, in writing to the address of the Seller's registered office, or not by e-mail:

– office@tehnoexport.com

– office@tehnoexport.co.rs

## **SELLER LIABILITY AND WARRANTY**

If the Seller conducts a complaint procedure and it is determined that the complaint is justified, the product will be replaced.

Product quality is controlled throughout the production process. The Seller has the standards for the produced and delivered goods, the Seller guarantees the declared quality of the product if it is used in accordance with the manufacturer's instructions. Instructions for use and safe handling are listed on the packaging, as well as in the technical and safety data sheets of the product. Each delivered product The Seller submits a technical specification of the product, as well as a specification of the material of manufacture.

The Seller is not liable for damage caused by non-compliance with the instructions for use or unprofessional handling, and the Buyer is obliged to treat the products in accordance with the technical specification and instructions for use on the same. Customer's complaint that is related to the quality of the product and is a consequence of non-compliance with the instructions for use, will not be considered justified.

The Seller undertakes to provide the Buyer with all information necessary for the successful installation of the product.

## **PURCHASE PRICE, BONUS AND DISCOUNT**

The Seller sells the goods to the Buyer at the prices valid at the time of delivery of the goods to the Buyer.

The price of the goods is stated in the official catalog of the Seller, price list or offer submitted to the Seller.

Commercial elements are as follows:

1. Invoice: rebate/net price.
2. Payment terms: deferred payment/payment in advance.
3. Payment insurance.
4. Credit limit.
5. Incoterms 2020.

## **ANNUAL BONUS**

The Seller may, in accordance with its sales policy, grant the Buyer an annual bonus, the realization and calculation of which depends on the following elements:

1. Achieving revenue and target goals,
2. Marketing support,
3. Others.

## **MAXIMUM AMOUNT OF CUSTOMER DEBT – CREDIT LIMIT**

The Seller, based on the review of turnover from the previous year and the regularity of the Buyer in settling the payment obligation, determines the maximum amount of debt for the Buyer for the entire period of validity of this Agreement (credit limit).

The maximum amount of indebtedness referred to in paragraph 1 of this Article may be changed (increased or decreased) during the term of this Agreement.

## **DEADLINE AND METHOD OF PAYMENT**

For the delivered goods, the Seller delivers an invoice with the payment currency to the buyer. Unless otherwise agreed, the delivered goods are paid immediately upon receipt, without deferred payment. Depending on the volume of business that the buyer has in the calendar year preceding the year for which the contract is concluded, the seller approves the legal payment deadlines.

If there is an objection to the quality or quantity of goods given in accordance with this Agreement, the undisputed part of the invoice the Buyer is obliged to pay in accordance with the provisions of this agreement, and the disputed part is obliged to pay immediately after resolving the objection.

The new Buyer, who has been approved a deferred payment by the Seller, is obliged to deliver the legal security to the Seller at the same time as the first order of the goods.

For all late payments, the Seller will charge legal default interest.

## **PROTECTION OF INTELLECTUAL PROPERTY**

Except as otherwise provided in individual Agreements, the Buyer is not permitted to register or otherwise use the intellectual property of the Seller and the brand owned by the Seller, the name, logo or any other copyright, the name of any Product under this Agreement, and Internet domain names. URL or any part thereof.

The buyer is not allowed to change the logo and markings of the product, as well as other proprietary marks that appear on the product itself, as well as on its packaging and accompanying documentation.

The Seller undertakes to enable the Buyer to use trademarks, trade marks, logos, distinctive signs and other intellectual property rights in the circulation, during the validity of this contract, the holder of which is exclusively to the extent necessary for the promotion and successful sale. goods of the Seller. Upon termination of the business relationship, the Buyer is obliged to terminate without delay any form of use of the said marks of the Seller.

## **ETHICAL GUIDELINES**

Seller has ethical guidelines for how Tehnoexport's employees shall behave in relation to Buyers. The guidelines are in place in order to provide Buyers with a reassurance that business relations are handled equally based on business related principles. The guidelines comprises, among other things, restrictions to ensure that Tehnoexport's employees can only be allocated representation tasks of a limited value as well as take part in representation to a limited extent. The Buyer is expected to respect these guidelines.

The Buyer and Seller confirms that the international guidelines of the OECD (1997), ILO (1998) and the UN Global Compact (2000) concerning international trade and the fight against corruption, forced labor, child labor, negative environmental impact, and more – as well as the fundamental rights of workers, are followed in the product development, production and distribution process.

## **OTHER REGULATIONS**

The provisions of the Law on Obligations shall apply to everything that is not regulated by these General Terms and Conditions or specially concluded Agreements.

All disputes regarding the execution of the Agreement, the contracting parties will try to resolve amicably.

If the dispute cannot be resolved by agreement, the contracting parties agree that the Commercial Court in Serbia, Sremska Mitrovica, has jurisdiction.