MNG PLASTIK-GOGIC DOO INDJIJA,
Kralja Petra I 227, 22320 INDJIJA, SERBIA
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GENERAL TERMS AND CONDITIONS
MNG PLASTIK-GOGIC D.O.O. INDJIJA

1. INTRODUCTORY PROVISIONS:

1.1. Based on these General Terms and Conditions, hereinafter the GTC, MNG PLASTIK-GOGIC D.O.O. INDJIJA, with headquarters in Indjija, 227 Kralja Petra Prvog St, hereinafter referred to as the Seller, acts as a seller of products produced within the scope of the registered activity, hereinafter referred to as products or goods.

1.2. Any legal entity, hereinafter referred to as the Buyer, who has accepted the Seller's offer/whose written purchase order has been confirmed by the Seller/with whom the Seller has concluded an agreement on the purchase and sale of the Seller's products is considered a buyer.

1.3. The Seller and the Buyer are collectively referred to as the Contracting Parties or the Contractors.

1.4. The GTC are supplemented by special agreements established by the accepted/confirmed offer purchase order/concluded contract between the Contractors, and the same cannot give the Buyer fewer rights than the rights established by these GTC. In the event of a discrepancy between the accepted offer, the confirmed purchase order and the concluded contract, which were accepted/confirmed/concluded with the same customer and on the same basis, the concluded contract shall take precedence.

2. OFFER AND ORDER:

2.1. The Seller's offer contains all essential components of the contract. Until the moment of acceptance of the offer by the offeree, the offer is of an informative nature, but the offeree is obliged to consider it a business secret, even though it is non-binding. The Seller's offer and the Buyer's purchase order are considered accepted/confirmed at the moment of signing by the Buyer/Seller.

2.2. An offer/order can only be revoked if the other party has received the revocation prior to acceptance of the offer/confirmation of the order.

2.3. The Seller is obliged to, together with the offer and upon confirmation of the Purchaser's order, deliver to the Purchaser these GTC. By accepting the Seller's offer, i.e., by confirming the Buyer's order, it is considered that the Buyer is fully aware of this Seller's GTC.

2.4. The Seller's offer becomes binding at the moment of acceptance of the offer by the offeree, within the time frame of its validity, or at the moment of advance payment by the offeree, who becomes the Buyer, if the amount/percentage thereof is stated in the offer. By accepting the offer, the Buyer is considered to have accepted the GTC.

2.5. Upon acceptance of the offer/confirmation of the order, the Seller and the Buyer may change the conditions from the offer/order verbally, and such changes are valid and binding only when the Seller confirms them in writing.

2.6. Deadlines from offers/confirmed purchase orders/contracts are counted in days, weeks and years. The day when the offer was accepted in accordance with points 2.4. and 2.5. or the day when the purchase order is confirmed, i.e., the contract is concluded, is not included in the deadline, but the beginning of the deadline is counted from the first day of the following day. The expiration date can also be indicated by a calendar day. The beginning and the course of deadlines are not prevented by days in which the Seller is not working, but if the last day of the deadline falls on a day in which the Seller is not working, the deadline shall expire when the first following working day of the Seller has passed. In accordance with point 4.4., the Seller and the Buyer can agree on a special way of calculating delivery deadlines.

3. PRICE LIST AND PAYMENT TERMS:

3.1. The Seller's price list contains retail and wholesale prices, expressed in RSD/EUR without VAT.

3.2. The prices contained in the Price List are of an informative nature, and the Seller and the Buyer are only bound by those prices that are expressed in the accepted offers/confirmed purchase orders/concluded contracts.

3.3. In case of an increase in the prices of materials and other inputs by a minimum of 10% in the case of agreed delivery periods that are longer than four months, the Seller may increase the price specified in the accepted offer/confirmed purchase order/concluded contract, unless this is contrary to special legal regulations that are "lex specialis" in relation to the Law on Obligations of the Republic of Serbia, in accordance with the doctrine "lex specialis derogat legi generali" (in translation: "special law overrides general law"), hereinafter special legal regulations.

3.4. All rebates and internal correspondence between the Seller and the Buyer are considered a trade secret.

3.5. Payment is made in accordance with the terms of the accepted offer/confirmed purchase order/concluded contract.

3.6. The Seller may grant the Buyer the possibility of deferred payment, which must be indicated on the accepted offer/confirmed purchase order/concluded contract.

3.7. The Seller may ask the Buyer to provide a suitable insurance for delayed payment.

3.8. In case of late payment, the Seller may charge the Buyer statutory default interest for each day of delay in payment, and if the damage suffered by the Seller due to late payment is greater than the amount of statutory default interest, the Seller has the right to demand the difference up to full compensation.

3.9. In case of delay in payment of only one invoice, the Seller can stop further delivery of the goods and give up the legal business by unilateral termination, with a notice period of 10 days, if the Buyer does not make the payment within the subsequently given period.

3.10. The seller can, by a special provision of the contract, retain the right of ownership even after the delivery of the goods to the buyer, until the buyer pays the price in full, whereby the risk of accidental loss or damage to the goods is borne by the buyer from the moment the goods are handed over to him.

3.11. The seller is obliged to provide the buyer with an invoice for the purchased goods.

4. DELIVERY OF GOODS:

4.1. Goods are delivered in accordance with "Incoterms 2010" and "Incoterms 2020", terms and prices specified in the accepted offer/confirmed purchase order/concluded contract.

4.2. In the case of non-receipt of the goods by the Buyer even within an additional period of 15 calendar days from the deadline set for collection in the accepted offer/confirmed purchase order/concluded contract, the Seller has the right to charge storage fees in the Seller's warehouse, per pallet space, in the amount of 30 euros (in dinar equivalent on the day of collection) on a monthly basis.

4.3. The goods can be delivered in a disassembled state, depending on the dimensions and/or weight, in which case the Seller and the Buyer can agree in writing on the assembly of the goods by the Seller.

4.4. The beginning of the calculation of the delivery period specified in the accepted offer/confirmed order/contract concluded starts from the date of fulfillment of the Customer's obligations, which are a prerequisite for delivery, and which must be specified in the accepted offer/confirmed order/contract.

4.5. The seller may extend the delivery period due to unforeseen circumstances in transport, extraordinary customs controls and inspections, and other unforeseen circumstances, about which he is obliged to inform the buyer in a timely manner.

4.6. The seller is not responsible for extending the deadline in the event of force majeure, in which case the delivery deadline is extended for the period of force majeure, and if such circumstances last longer than six months, both contracting parties have the right to, by a unilateral written statement, withdraw from the contract.

4.7. In the case of delivery of goods which, according to the request of the Buyer, are packed in packaging different from the standard packaging specified by the Seller for such type of goods, the delivery is made exclusively under the condition that the risk passes to the Buyer from the moment of loading, regardless of the agreed parity from point 4.1.

5. RECEIPT OF GOODS, TRANSFER OF RISK TO THE BUYER AND RESPONSIBILITY OF THE SELLER FOR DEFECTS:

5.1. The risk of damage to the goods passes to the buyer in accordance with the confirmed/agreed parity of delivery according to "Incoterms 2010" and "Incoterms 2020", except in the case from point 4.7. of these GTC.

5.2. The buyer is obliged to, upon receipt of the goods or receipt of transshipped goods at his clients, have them inspected by the clients, i.e. to notify the seller of visible defects within a period that cannot be longer than 15 days for the goods received by the buyer, i.e. as soon as in the normal course of things, he could find out about the defects of the transshipped goods, under the threat of losing the rights belonging to him on that basis. In the case of hidden defects, the buyer is obliged to notify the seller of hidden defects within a period that cannot be longer that 6 months from the moment of transfer of risk to the buyer in accordance with point 5.1. under the threat of losing the rights belonging to him on that basis. In the case of visible/hidden defects, buyer is obliged to notify the seller by filling out the Complaint Record, which he can download from the Seller's official website www.plastikgogic.rs. The seller will only take into account the completely filled out complaint record.

5.3. The seller is not responsible for deviations in the color of the goods, which, at the request of the buyer, were produced from recycled material.

5.4. The seller is obliged to respond to the customer's complaint within a period of no longer than 8 days from the date of receipt of the complaint record in accordance with point 5.2., declaring in the response the basis of the complaint, the method and deadline for resolution.

6. WARRANTY PERIOD:

6.1. The seller guarantees that the delivered products will be in accordance with the reference standards, as well as that they will be in the form, shape or packaging agreed with the customer, and defined and indicated in the accepted offer/confirmed purchase order/concluded contract.

6.2. The seller guarantees that the delivered products will function correctly and that they will remove all defects that may arise during the use according to the User manual, within the warranty period of 12 months from the moment of transfer of risk to the buyer in accordance with point 5.1. The User manual buyer can download from the Seller's official website www.plastikgogic.rs.

6.3. The seller guarantees that spare parts for the delivered products will be available for a minimum of five years after delivery.

7. CONTRACTUAL PENALTIES AND COMPENSATION OF COSTS IN CASE OF TERMINATION OF THE CONTRACT:

7.1. The contracting parties may agree in writing a contractual penalty in case of non-fulfillment of contractual obligations or delay in fulfilling them.

7.2. If the contract is terminated for reasons on the part of the Seller, he is obliged to return the advance payment received to the Buyer.

7.3. If the contract is terminated for reasons on the part of the Buyer, he is obliged to compensate the Seller for the costs of producing the product whose purchase was the subject of the contract/confirmed purchase order, as well as other eventual costs incurred by the Seller on the same basis.

7.4. If the contracted goods are manufactured according to the special requirements of the Buyer, and the Buyer withdraws from the contract and the Seller is unable to sell the goods manufactured according to the Buyer's special requirements to third parties, the Buyer is obliged to take over the produced goods and pay the Seller the full agreed price. If the Buyer is explicit in his refusal to take over the goods that were specially produced according to his requirements, and the Seller is unable to sell the same goods to third parties, the Seller has the right to retain an advance payment for incurred costs as well as request compensation for damages.

8. TERMINATION OF THE CONTRACT:

8.1. The contract can be terminated by written agreement of the contracting parties.

8.2. The contracting parties may terminate the contract due to the occurrence of changed circumstances that make it difficult to fulfill the obligation of one party, but not in the case when the contracting party referring to the changed circumstances was obliged to take those circumstances into account at the time of concluding the contract or could have avoided or overcome them. The party requesting the termination of the contract cannot refer to the changed circumstances that occurred after the expiration of the deadline set for the fulfillment of its obligation. In case of changed circumstances, the contract can be kept in force if the other party offers to change the relevant terms of the contract. The parties to the contract may, by contract, waive in advance the reference to changed circumstances, unless this is contrary to the principle of conscientiousness and honesty.

8.3. The contract can be terminated in case of non-fulfillment of contractual obligations, by a unilateral written statement of any of the contracting parties, with a subsequent deadline for the fulfillment of contractual obligations, as well as with a notice period of 15 days.

8.4. The contract can be terminated in case of impossibility of fulfilling the obligation of one contractual party, and the other party, which has fulfilled part of its obligation, has the right to demand the return of the given according to the rules on the return of what was acquired without grounds. In case of partial impossibility of fulfilling the obligations of one contracting party, the other party may terminate the contract if the partial fulfillment does not meet its needs, otherwise the contract remains in force and the other party has the right to demand a proportional reduction of its obligation.

8.5. The contract can be terminated in case of force majeure, the occurrence of which would make the fulfillment of the contract impossible, or would cause disproportionately large damage to one of the contracting parties, as well as in the case of an extension of the delivery period by more than six months due to force majeure (point 4.6.)

9. FINAL PROVISIONS:

9.1. All possible misunderstandings, the contracting parties will try to resolve by agreement, and if they fail to do so, they agree on jurisdiction:
9.1.1. of the actually or locally competent court based on the seat of the Seller, if the Buyer is a domestic legal entity;
9.1.2. Foreign trade arbitration at the Serbian Chamber of Commerce in Belgrade, if the Buyer is a foreign legal entity, in which case the Rules of Foreign Trade Arbitration at the Serbian Chamber of Commerce in Belgrade and substantive law of the Republic of Serbia will be applied in the arbitration procedure.

9.2. The governing law for these GTC and for all accepted offers/confirmed purchase orders/concluded contracts arising from these GTC is Serbian law.

9.3. The accepted offer/confirmed purchase order/concluded contract between the Seller and the Buyer, as well as the provisions of the law governing contractual relationships in the Republic of Serbia, i.e., special legal regulations, shall apply to everything that is not regulated by these GTC.

In Indjija, on 23/11/2023

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