

# GENERAL SALES TERMS AND CONDITIONS

## 1. Definitions

Unless the context otherwise requires, words and/or terms in these General Terms and Conditions shall have the meanings assigned to them below:

“**General Terms and Conditions**”: means these General Terms and Conditions;

„**Product**”: means the product the Seller is selling and/or the service the Seller provides;

“**Seller**”: means company AMTEST DOO BEOGRAD (ZEMUN), with seat in Belgrade, Batajnički drum 23 , registered in the The Serbian Business Registers Agency under company registration number MB: 20738871, PIB 107083202

“**Buyer**”: means any natural or legal person that is the buyer of the Seller’s Products or the user of the services provided by the Seller;

“**Parties**”: means the Seller and Buyer together;

“**Contract**”: means a contract concluded in writing between the Buyer and the Seller with respect to the product the Seller sells and/or the service the Seller provides, which in particular, but not limited to, includes the following types of contract:

- sale, lease contract;
- distribution, partnership, service contract;
- testing contract;
- any other agreement between the Parties regarding the Product.

“**Business Day**”: means a day other than Saturday, Sunday, national or religious holiday, and another legally determined non-business day in the Republic of Serbia and/or the country where the Seller delivers the Product.

## 2. Introduction

These General Terms and Conditions govern the relationship between the Seller and the Buyer, and apply to any sale of the Product and to any provision of services by the Seller, unless the application of these General Terms and Conditions is excluded expressly and in writing.

These General Terms and Conditions explicitly exclude the application of the Buyer’s general terms and conditions and/or any other rules applied by the Buyer regarding the relationship between the Seller and the Buyer.

The Buyer shall be deemed to have consented to the application of these General Terms and Conditions: (i) by the Buyer’s acceptance of the Offer, or (ii) by the Buyer’s submission of the Order (if item (i) does not apply), or (iii) by taking possession of the Product (if items (i) and (ii) do not apply).

These General Terms and Conditions shall apply to all matters between the Seller and the Buyer, except in the part in which the General Terms and Conditions are contrary to any provision of the Offer for which the Seller has executed an Order Confirmation, or with any provision of the Contract.

The following sources shall be relevant for the relationship between the Seller and the Buyer, in the order as follows: a) Order Confirmation; b) Contract; c) these General Terms and Conditions.

### **3. Offer**

The Offer (hereinafter: "Offer") shall be binding for the Seller if it contains clearly and unambiguously defined following elements: Product type, quantity, price, payment terms, framework delivery terms (place and indicative delivery time), and shall be valid only if fully accepted by the Buyer. For the avoidance of any doubt, the Buyer shall not be entitled to independently propose and/or make any changes and/or additions to the Offer, and in the event of such action by the Buyer, the offer shall be considered invalid and shall in no way bind the Seller.

If the deadlines in the Offer are of an informative nature, the real delivery deadlines shall be stated on the Order Confirmation.

The Offer shall be valid for 30 days from the date of the Offer issuance, unless the Parties have expressly, and only in writing, agreed otherwise.

### **4. Order and Order Confirmation**

The following shall be deemed to be an Order (hereinafter: Order) made by the Buyer to the Seller: (i) acceptance of the Offer prepared by the Seller, which acceptance must be declared in writing within the period of the Offer validity, (ii) ordering the Product in accordance with the provisions of the Contract and (iii) entering into a separate contract for the delivery of a particular Product.

In the case referred to in item (ii) of the preceding paragraph (ordering the Product in accordance with the provisions of the Contract), the Order must contain the exact information of the ordering party and/or the delivery recipient and the payer of the fee (price) for the Products, the name, type and quantity of the requested Products, the manner and terms of delivery, the method and terms of payment, payment insurance, and other elements required by the Seller to properly evaluate and/or execute the order.

Any change and/or supplementation of the terms of the Order proposed and/or made by the Buyer shall be valid only if the Seller expressly confirms it in writing.

The Seller shall confirm all Orders to the Buyer by a written order confirmation (hereinafter: "Order Confirmation"). In the event of the conclusion of a specific contract for the delivery of a particular Product, the Seller shall be deemed to have confirmed the order by signing that contract.

If the Buyer unilaterally cancels an Order that has already been confirmed in writing by the Seller, the Buyer shall pay the Seller a fee in the following amount:

- a fee in the amount of 25% (twenty five percent) of the price of the Product indicated in the Offer and/or Order Confirmation (increased by the corresponding value added tax), if the Buyer cancels the Order within a period of 7 days from the day of the Order Confirmation by the Seller;

- a fee in the amount of 50% (fifty percent) of the price of the Product indicated in the Offer and/or Order Confirmation (increased by the corresponding value added tax), if the Buyer cancels the Order within a period of 15 days from the day of the Order Confirmation by the Seller;

- a fee in the amount of 75% (seventy five percent) of the price of the Product indicated in the Offer and/or Order Confirmation (increased by the corresponding value added tax), if the Buyer cancels the Order within a period of 30 days from the day of the Order Confirmation by the Seller;

- a fee in the amount of 100% (one hundred percent) of the price of the Product indicated in the Offer and/or Order Confirmation (increased by the corresponding value added tax), if (i) the Buyer cancels the Order within a period exceeding 30 days from the date of the Order Confirmation by the Seller, or if (ii) the Buyer cancels the Order during a period of 90 days before the date of delivery of the Product, or if (iii) the Buyer cancels the Order at the same time or after the Seller has delivered or installed the Product, or if (iv) the Buyer cancels the Order after the delivery is delayed for reasons beyond the Seller's responsibility or when the Buyer (or the Buyer's authorized person) unreasonably refuses to receive the delivery.

If the Buyer unilaterally cancels an Order relating to Products that are made in accordance with specific specifications and/or in accordance with specific requirements submitted by the Buyer to the Seller, the Buyer shall pay the Seller a fee in the amount of 100% (one hundred percent) of the price of the Products specified in the Offer and/or Order Confirmation (increased by the corresponding value added tax, whereby the obligation to pay the said fee shall not be affected by how much time elapsed from the date of the Buyer's order to the date of the Seller's Order Confirmation).

In addition to and irrespective of the payment of the fee the Buyer has to pay to the Seller due to unilateral cancellation of the Order by the Buyer, the Buyer shall pay to the Seller all costs incurred in connection with the said Order within 7 days from the receipt of the Seller's written request in which those costs shall be specified.

The Seller shall accept and execute the Buyer's new Order provided that the Buyer has fully settled all previous due invoices issued by the Seller, and any other due financial obligations that the Buyer has towards the Seller on a contractual basis or on any other basis.

## ***5. Product delivery***

The date and place (location) of the Product delivery shall be indicated in the Order Confirmation.

Unless otherwise stated in the Order Confirmation, the Product delivery shall include the delivery of the Product to the place (location) specified in the Order Confirmation, and the handover of the Product to the Buyer or to the person authorized by the Buyer.

Upon delivery of the Product, the Buyer shall sign a delivery note or other document confirming in writing the date of the Product delivery.

In the event that the Buyer or a person authorized by the Buyer unjustifiably refuses to receive delivery or unjustifiably refuses to sign the delivery note or other similar document, it shall be deemed that the Buyer has unilaterally canceled the Order, and the Seller shall be entitled to charge the Buyer a fee in the amount of 100% (one hundred percent) of the price of the Product indicated in the Offer and/or Order Confirmation (plus the associated value added tax). The foregoing shall not affect the Seller's right to use other options provided by these General Terms and Conditions or the law.

The Buyer shall be obliged to provide the appropriate conditions for the placement of the Product at the agreed delivery place (location), which in particular, but not limited to, includes the obligation of the Buyer to provide the appropriate conditions for the placement of the Product at the time of delivery of the Product, and in the period from the delivery of the Product to the Buyer until the installation of the Product .

In the event that a delay in the delivery of the Product occurs due to the occurrence of events or circumstances for which the Buyer or a person hired by the Buyer in connection with the delivery and/or receipt of the Product is responsible, the Seller shall store the Products and charge the Buyer for administrative costs, transportation costs, insurance costs, storage costs, and any other costs directly or indirectly incurred by the Seller due to the fact that the Product cannot be delivered to the Buyer. In this case, the Seller shall be deemed to have delivered the Product to the Buyer at the time of handover of the Product for storage. The foregoing shall not affect the Seller's right to use other options provided by these General Terms and Conditions or the law.

In the event that the Seller is responsible for the delay in the Product delivery, the Buyer may request from the Seller to pay a contractual penalty in the amount of 0.5% of the agreed price of the Product the delivery of which has been delayed, for each full week of delivery delay. In any case, the total amount of the contractual penalty may not amount to more than 5% (five percent) of the contracted price of the Product the delivery of which has been delayed, regardless of the total duration of the delay. Such contractual penalty shall represent the highest amount of compensation for damages to which the Buyer shall be entitled on any basis in the event that the Seller is late in delivering the Product. For the avoidance of any doubt, the Buyer shall not be entitled to claim a difference up to the full amount of the indemnity if the damage suffered by the Buyer exceeds the amount of the indicated contractual penalty.

In addition to the right to a contractual penalty pursuant to this Article, the Buyer shall not be entitled to compensation of any other form or type of damage due to the Seller's delay in fulfilling its obligations towards the Buyer, which damage includes in particular, but is not limited to, non-pecuniary damage, loss of revenue, loss of income, loss of market or customers, loss of future business or business reputation, or any other forms of indirect, consequential or incidental damage, unless otherwise expressly prescribed by the provisions of these General Terms and Conditions or the provisions of the Contract.

## ***6. Material defects, Liability for damage***

The Seller shall be responsible for the material defects of the Product that the Product had at the time of passing the risk to the Buyer.

A material defect of a Product shall exist only in the following situations:

- (i) if the Product does not have the required properties for its regular use or for its marketability;
- (ii) if the Product does not have the required properties for the specific use for which the Buyer procures it, which was known to the Seller;
- (iii) if the Product does not have the properties and characteristics that were specifically contracted or prescribed;
- (iv) when the Seller has handed over to the Buyer a Product that is not identical to the sample or model, unless the sample or model were shown for information purposes only;
- (v) if the Product is improperly assembled, provided that the assembly service has been agreed in writing by the Parties and billed separately to the Buyer.

The Buyer shall be obliged to inspect the Product upon delivery. The Buyer shall be obliged to immediately notify the Seller in writing of any visible damage to the packaging of the Product or of any visible damage and/or defect of the Product itself, and the Buyer shall be obliged to describe in detail the damage and/or defect.

When it manifests, after the Product delivery, that the Product has a defect which could not be detected by normal inspection at the time of taking over the Product, the Buyer shall be obliged to, under the threat of loss of rights, notify the Seller without delay, and the Buyer shall be obliged to describe the defect in detail. The Seller shall not be responsible for defects that manifest after the expiration of 2 (two) months from the date of the Product delivery.

Until the Seller gives a response on a reported defect or damage, the Buyer shall keep the Product.

If the Seller determines that there is a defect on the Product and that it is wholly or partly due to a cause attributable to the Seller, the Seller shall have the right to: (i) replace or supplement the delivery, in which case the cost of such delivery shall be borne by the Seller; (ii) let the Buyer repair or remedy the product and reimburse it for the costs thus incurred; or (iii) reduce the price for the Product.

Unless otherwise provided in the Contract or the mandatory regulations, the Seller's liability for damages in cases where the Seller (i) breaches any of its obligations to the Buyer under a contractual relationship, or (ii) in the case of liability for material defects of the Product, or (iii) in the case of liability for the Product, and (iv) in all other cases, shall be limited solely to the compensation of direct ordinary damages, up to the amount of the price charged for the Products that are the subject of delivery in respect of which the obligation arose for the Seller to indemnify the Buyer. For the avoidance of any doubt, the Seller shall not be obliged to compensate the Buyer for any other form of damage, which in particular, but not limited to, includes non-pecuniary damage, loss of revenue, loss of income, loss of market or customers, loss of future business or business reputation, or any other forms of indirect, consequential or incidental damage. The aforementioned provision on the limitation of liability shall not be applicable in the case of damage caused by death or personal injury.

## **7. Risk transfer and Retention of title**

Unless otherwise stated in the Order Confirmation, the risk of accidental loss of or damage to the Product shall be transferred to the Buyer at the time when the Seller delivers the Product to the Buyer or to the person authorized by the Buyer at the designated delivery place (location), in accordance with the applicable delivery terms (INCOTERMS 2010). In the event that the Product is ready for delivery and the delivery is delayed for reasons beyond the Seller's responsibility, or in cases where the Buyer or the Buyer's authorized person refuses to receive the delivery, the risk of accidental loss of or damage to the Product shall be transferred to the Buyer at the moment when the Seller notifies the Buyer that the Product is ready for delivery.

The Seller shall retain ownership of the Products until the Buyer has fully paid the purchase price for the Product, regardless of whether the Product has been delivered to the Buyer.

If the Buyer is late in paying the price or individual installment of the price of the Product, the Seller shall have the right to repossess the Product which it has handed over to the Buyer, or the Seller shall have the right to stop the delivery of the Product to the Buyer until the Buyer has paid the full due amount. Such delay shall not be deemed to be a breach of the provisions of the Contract and/or the Offer and/or the Order Confirmation by the Seller concerning the place and date of delivery or other similar provisions. If the Product is in the Buyer's possession, the Seller or the Seller's authorized person shall be authorized to enter the premises where the Product is located without prior notice (regardless of whether it is the premises of the Buyer or any third party in whose premises the Buyer has placed the Product), and the Seller shall be authorized to take over the Product and take all necessary actions to transfer the Product to a location designated by the Seller. The Buyer shall bear all the costs incurred in connection with the Seller's aforementioned actions. Such actions shall not affect the other rights of the Seller under these General Terms and Conditions, contracts or laws.

In the event of termination of the contractual relationship between the Seller and the Buyer, the period during which the Products were in the Buyer's possession shall be considered as the period of unauthorized use by the Buyer, and the Seller shall be entitled to charge to the Buyer a fee equal to the amount due at that time or due individual installment of the price that the Buyer would have been obliged to pay to the Seller had there not been a termination. This right shall have no effect on the other rights of the Seller under these General Terms and Conditions, laws or other regulations.

## **8. Product prices, Payment terms, Warranty**

The price of the Product is indicated in the Order Confirmation.

The price of the Product does not include value added tax (VAT) nor any other taxes, customs duties or other charges directly or indirectly related to the Product delivery. Such charges shall be additionally charged to the total contracted price of the Product and shall be separately indicated on the Order Confirmation.

Unless otherwise stated in the Order Confirmation, the price of the Product shall not include the following:

- transportation costs and any other costs related to transportation,
- the assembly and/or installation costs of the Product, and any other costs associated with the assembly and/or installation,
- the costs of insuring the Product during transportation, assembly and/or installation,
- the cost of insuring the Product during the period in which the Products are in the Buyer's possession,
- the costs of training the Buyer's employees, agents, and other persons that will use and/or operate the Product at the request or approval of the Buyer, to operate the Product.

The costs listed in the preceding paragraph shall be additionally charged to the total contracted price of the Product and shall be separately indicated on the Order Confirmation.

The Seller shall be entitled, at its discretionary assessment and at any time, to exclude from sale Products contained in the Seller's catalogs and prospectuses, and to make other changes and modifications depending on market trends.

Product prices also include packaging of the Product in accordance with the Seller's currently applicable shipping standards. In the event that the Buyer requests packaging or labeling different than the Seller's standard packaging or labeling, the Buyer shall bear all costs associated with such packaging, and in such case the Seller shall not be liable for any damage or loss of the Product.

The maturity (due date) of the payment shall be stated on the Order Confirmation. In case the maturity of the payment is not stated on the Order Confirmation, the Buyer shall be obliged to pay the price for the Product in full within 7 days from the date of invoice issuance by the Seller.

In case the Buyer (i) becomes illiquid, insolvent or over-indebted, (ii) if bankruptcy, pre-bankruptcy or liquidation proceedings are initiated against the Buyer, as well as any other procedure aimed at terminating the Buyer as a legal entity, or (iii) in cases where the Seller reasonably estimates that the circumstances set out in items (i) and (ii) of this paragraph may arise and/or occur, the Seller shall have the right to make due all the claims it has towards the Buyer on the basis of invoices issued for the Products, on the basis of the contractual relationship or on any other basis, and the Seller shall have the right to demand their payment without delay and in full. This right shall have no effect on the other rights of the Seller under these General Terms and Conditions, laws or other regulations.

The Buyer shall be deemed to have fulfilled its obligation to pay for the Product at the time the Seller receives the funds in an appropriate amount to his business account.

The Buyer undertakes to inform the Seller in writing, about which obligations it settles or secures when making payment or executing payment security. In the event that the Seller does not receive this notice, it shall be deemed that the Buyer is fulfilling its obligations in the order of arrears.

In case of late payment, the Seller shall the right to charge to the Buyer, in addition to the principal, the default (penalty) interest as prescribed by law.

If the Buyer fails to pay to the Seller the price for the Product within the agreed deadline, or if the Buyer fails to fulfill any other due financial obligations towards the Seller on any other basis, the Seller shall have the right to immediately suspend delivery of the Product to the Buyer until the Buyer has fully settled its due obligations to the Seller. Such suspension shall not be deemed to be a breach of the provisions of the Contract and/or the Offer and/or the Order Confirmation by the Seller concerning the delivery deadlines or other similar provisions.

The Seller shall issue the invoice to the Buyer within 5 days from the day of the Delivery, unless otherwise explicitly agreed in writing between the Seller and the Buyer.

The Seller shall be entitled to request from the Buyer, at any time and in writing, to issue a specific payment security instrument of its choice, such as, but not limited to, a bank guarantee at first demand or promissory note, both in the amount of the Product price or in a lower amount determined by the Seller, and the Buyer shall be obliged to obtain and deliver such security instrument to the Seller within 7 days from the day of the Seller's written request. If the Buyer fails to obtain a security instrument within the specified deadline, the Seller shall have the right to cease delivery or to suspend the delivery of the Product to the Buyer, or the Seller shall have the right to terminate the relationship with the Buyer with immediate effect.

The Seller shall have the right to collect from the security instrument any due invoice issued by the Seller to the Buyer in connection with the Product delivery, and the Seller shall have the right to collect from the security instrument any other due financial obligations of the Buyer towards the Seller based on the contractual relationship or under any other basis.

## **9. Product warranty**

The Seller warrants to the Buyer that the Product is free from defects at the time of delivery and that it is correct and suitable for use in accordance with its intended use and instruction manual.

The warranty period shall be 12 months from the date of delivery of the Product to the Buyer, unless otherwise stated in the Order Confirmation or the Contract.

The repair of the Product or a part of the Product, or the replacement of a defective Product with a correct one if repair of the Product or part of the Product is not possible, shall be deemed to be the fulfillment of the Seller's obligation under the sold Product warranty.

The Buyer shall exercise its rights under the Product warranty by informing the Seller in writing of the defect of the Product during the warranty period, and the Buyer shall be obliged to describe the defect of the Product.

The Buyer shall be obliged to, in accordance with the Seller's requests, (i) deliver to the Seller the defective Product for testing the defect or deficiencies and for determining whether the Buyer meets the conditions of the warranty, and (ii) prove that the defect or deficiency occurred within the warranty period.

The Buyer shall not have rights under the warranty especially, but not limited to, in the case of:



- i. Mechanical damage to the Product or part of the Product caused by the fault of the Buyer, or a person engaged by the Buyer, or a third party;
- ii. Improper use or failure to follow instructions for use;
- iii. Installation, disassembly and service repairs of the Product or a part of the Product being done by an unauthorized person;
- iv. Mechanical, chemical, thermal and other damages caused by aggressive environment, and weather, fire, accidents and other similar causes not under the Seller's control;
- v. Use/ connection/ linking of the Product with non-conforming or non-original devices or products;
- vi. Improper maintenance of the Product or the replacement of a part of the Product with non-original parts.

The Seller shall provide spare parts for the Product during the duration of the warranty period and within a period of 12 months after the expiry of the warranty period, unless otherwise stated in the Order Confirmation or in the Contract or in the relevant regulation.

In case of accepting a claim within the warranty period, and in the case of a situation where the Product is installed in a place other than the place of the Product delivery by the Seller to the Buyer, the Buyer shall fully bear the transportation, accommodation, food and other related costs incurred by the Seller as a result of deficiencies remediation.

In the event that the Seller or an authorized service of the Seller determines that the Buyer is not entitled to exercise rights under the Product warranty, and the Seller or the authorized service of the Seller has already commenced works to remedy the deficiency, the Seller shall be entitled to claim from the Buyer compensation for all such incurred costs.

## ***10. Secrecy and confidentiality***

The Parties shall keep confidential the information or documents they have come to know or come into contact with, either directly or indirectly, for the entire duration of their business relationship. This includes in particular business information, know-how, business methods information, contract information, business agreements, business letters and correspondence, e-mails, business plans, customer information, marketing plans and strategies, sales and financial reports, technical information including methods, processes, formulas, systems, inventions, computer software, and any other similar information (hereinafter: "Confidential Information").

The Buyer undertakes to keep confidential and not to disclose or make available to third parties the contents of the Offer, Order Confirmation, Contract and Confidential Information without the prior written permission of the Seller, unless such disclosure is required by law, request of any governmental authority or for the realization of any legal right of the Buyer.

The Parties shall take all necessary measures to prevent the disclosure or dissemination of personal data which they have shared with each other for the purpose or in connection with the preparation of the Offer, the execution of the

Order or in their general business relations, and shall at all times handle personal data in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Act on Implementation of the General Data Protection Regulation, and other applicable international, national and regional regulations in the field of privacy and personal data protection.

## ***11. Contractual relationship termination***

In the event of a violation of the contractual relationship between the Seller and the Buyer by either the Seller or the Buyer, the other Party shall have the right, regardless of other legal remedies, to terminate the contractual relationship by sending a written notice of termination to the other Party, containing a description of the violation. The termination shall take effect 30 (thirty) days after the date of sending the written notice. In the event that the said violation is rectified within the stated 30-day period, the said contractual relationship shall remain in force as if the termination notice had not even been made.

The Seller shall have the right to terminate the contractual relationship with immediate effect, without leaving the Buyer any additional time to remedy the violation, by sending to the Buyer a written notice of termination in the following cases:

- When this is provided for in the Contract or the General Terms and Conditions;
- When the Buyer grossly violates the provisions of the contract or the General Terms and Conditions;
- If the Buyer takes any action that may harm the reputation of the Seller and/or the Product;
- If the Buyer fails to pay to the Seller the price or a single installment of the price for the Product within 60 days from the due date;
- If the Buyer becomes illiquid, insolvent or over-indebted, if bankruptcy, pre-bankruptcy or liquidation proceedings are initiated against the Buyer, as well as any other procedure aimed at terminating the Buyer as a legal entity;
- In any other case where the Seller reasonably estimates that the Buyer will not be able to fulfill its obligations to the Seller based on the contractual relationship regarding the Product delivery.

In the event of termination of the contractual relationship between the Seller and the Buyer, and without limitation on the right to compensation of damages, the Parties shall be obliged to settle all their mutual unsettled obligations.

## ***12. Consequences of the contractual relationship termination***

The Buyer shall be obliged to pay in full and without delay, for all Orders confirmed by the Seller, in regard to which the ordered Products have been delivered and/or made available to the Buyer, and for which an invoice has been issued to the Buyer.

In respect of all the Orders confirmed by the Seller, but in regard to which the ordered Products have not been delivered or made available to the Buyer, the Seller

shall have the right to choose whether to: (i) suspend the delivery of the Product to the Buyer until the Buyer has fully settled its obligations towards the Seller on the basis of that delivery and any other deliveries; (ii) deliver the Product to the Buyer and issue the invoice for it, whereby the Buyer shall be obliged to accept the delivery and pay the invoice immediately and in full.

Upon termination of the contractual relationship between the Seller and the Buyer, all Offers and Orders not confirmed by the Seller shall be deemed to be canceled in full and shall not produce any effects.

Upon settlement of all obligations of the Buyer towards the Seller, the Seller shall be obliged to return all unused payment security instruments to the Buyer.

### **13. Force majeure**

Force Majeure means the occurrence of such an event or circumstance that did not exist and could not have been foreseen at the time of the formation of the contractual relationship between the Seller and the Buyer, and which occurred without the will or influence of the Seller, and which event or circumstance makes it impossible to fulfill a part or all of the Seller's obligation towards the Buyer.

The Seller shall not be liable for any damages and/or compensation of costs incurred by the Buyer due to the occurrence of the event or circumstance which is to be considered Force Majeure, if it informs, without delay, the Buyer about that event or circumstance, specifying the details of it and its expected duration.

In case the Force Majeure and the accompanying inability to fulfill the Seller's obligations towards the Buyer lasts more than a month, the Seller and the Buyer shall conclude a separate agreement setting out the terms of the Product delivery. If the Seller and the Buyer do not conclude a separate agreement in which they will determine the terms of the Product delivery within the one-month deadline, the Parties may terminate the contract with immediate effect by sending a written notice of termination. For the avoidance of any doubt, the Seller shall not be obliged to compensate the Buyer for any form of damage, which in particular, but not limited to, includes non-pecuniary damage, loss of revenue, loss of income, loss of market or customers, loss of future business or business reputation, or any other forms of indirect, consequential or incidental damage and/or costs incurred by the Buyer as a result of termination of the contractual relationship due to the Force Majeure.

### **14. Other**

The Seller shall make the General Terms and Conditions available to the Buyer by publishing them and making them publicly available at any time on the following website: <http://www.amtest-smt.com>.

The Seller shall reserve the right to amend these General Terms and Conditions at any time, and shall make the amendments publicly available by publishing them on the following website: <http://www.amtest-smt.com>.

It shall be deemed that the Buyer accepts the amendments of the General Terms and Conditions and their application to the contractual relationship between the Seller and the Buyer if the Seller does not receive, within 30 days from the day the

amendments of the General Terms and Conditions became publicly available to the Buyer, the Buyer's written objection against the application of such amended General Terms and Conditions to the contractual relationship between the Seller and the Buyer. If the Buyer declares such opposition, the contractual terms between the Seller and the Buyer shall be subject to the General Terms and Conditions which the Buyer has accepted or which are deemed to have been accepted by the Buyer.

These General Terms and Conditions shall be governed by the law of the Republic of Serbia.

The Seller and the Buyer shall endeavor to settle amicably any disputes which may arise in connection with these General Terms and Conditions and/or in relation to any relationship to which these General Terms and Conditions apply. If the Parties' efforts are unsuccessful, all disputes referred to above shall be settled by the competent court in Belgrade.

Should any provision of these General Terms and Conditions prove to be illegal or unenforceable, other provisions of these General Terms and Conditions will remain in full force and effect. Should any provision of these General Terms and Conditions be declared null and void, such null and void provision shall be immediately replaced by a new provision which shall be of a valid form and content and which shall, in a legally valid manner, seek to achieve, to the extent possible, the purpose and intent of the null and void provision.

These General Terms and Conditions shall enter into force on 1<sup>st</sup> March 2020.