

GENERAL CONDITIONS OF SALE AND DELIVERY

I GENERAL

Article 1.

These General Conditions of Sale and Delivery apply to all activities of sale and delivery of goods and services of company UNIS "GINEX" d.d. Goražde unless contracting parties agreed otherwise and confirmed that in writing.

II QUOTATIONS VALIDITY AND CONFIRMATION OF CONTRACTS/ORDERS

Article 2.

All our quotations shall be without obligation until we have confirmed acceptance of contract/order in writing.

We reserve the right to correct misprint, mathematical and other errors subsequently noticed in our quotations.

Article 3.

Order from a buyer becomes enforceable as soon as we confirm such an order in writing.

Order confirmation from our side is a basis for establishment of contracting relation with buyer.

We reserve the right, as seller of goods, to make a special business contract with certain buyers, without explaining their reasons.

III PRICES

Article 4.

Unless otherwise stated, prices and terms of sale and delivery from the order confirmation are valid, in accordance with the appropriate term of INCOTERMS 2000.

Prices are given without Value Added Tax (VAT), and VAT is being separately calculated and stated.

IV PAYMENT

Article 5.

Payment in country is in national currency, KM (Convertible Mark), while payment from abroad is in agreed currency.

Unless otherwise stated, terms of payment from order confirmation are valid.

Article 6.

If we determine that buyer have no intention, or is not able, to make payment in contracted deadline, we reserve the right to undertake appropriate, necessary measures in due time in aim to protect our receivables and we do not have obligation towards buyer to particularly describe reasons of such acts neither verbally nor in written form.

Article 7.

Buyer that is not paying will bear all additional costs caused by their failure to perform payments.

V DELIVERY TERMS, DELIVERY TIMES AND ACCEPTING OF GOODS

Article 8.

UNIS "GINEX" d.d. Goražde delivers and buyer takes over the goods with the stated delivery terms.

Delivery terms are defined by appropriate clause of INCOTERMS 2000 and they are given in the documents.

Article 9.

The agreed delivery time commences when buyer receives our order confirmation, and only after solving all issues related to delivery.

Article 10.

Date of delivery is assumed when buyer or authorized representative of buyer have signed delivery note or bill of lading or some other document which confirms that buyer received the goods.

Each delivery is accompanied by delivery note or bill of lading for certain goods, commercial invoice (original), packing list and quality certificates certified by UNIS "GINEX" d.d., as well as other agreed documents.

VI QUALITY CERTIFICATES

Article 11.

UNIS "GINEX" d.d. delivers products accompanied by appropriate quality certificates. All deliveries are being accompanied by appropriate quality certificates.

Type of quality certificate is defined by standard.

VII PACKING AND MARKING OF GOODS

Article 12.

The way of packing is given in quotations and order confirmations as well as in sales documents.

Buyer is able to define the way of packing and special requirements of packing. Such a requirement must be made in written form, otherwise it does not have legal effect and buyer cannot require subsequent special packing.

Article 13.

Marking of goods is stated in sales documents.

Buyer may require special marking prior to conclusion of contract (job).

Article 14.

UNIS "GINEX" d.d. must accept or reject special requirements of buyer for packing and marking of goods in writing.

VIII RETENTION OF TITLE

Article 15.

Delivered goods remains the property of the UNIS "GINEX" d.d. until full payment is received for all accounts receivable from the Buyer.

IX QUALITY OF PRODUCTS, CLAIMS AND THEIR RESOLVING

Article 16.

Quality of products is defined by valid standard for products. Special quality requirements must be contracted.

Subsequent requirements by buyer regarding agreed quality are not possible.

Buyer is obliged to take over the agreed and delivered quality of products.

Article 17.

Buyer is obliged to perform inspection of quantity and quality immediately upon receipt of goods.

Buyer's claim ceases to be valid unless it is sent in writing:

- Within 8 calendar days from the date of invoice in case of evident (visible) defects
- Within 30 calendar days from the date of invoice in case of hidden defects.

Description of claimed defects must be documented (evidenced) in proper form.

Article 18.

After placement of a claim, the buyer is not allowed, until the procedure regarding the claim is solved, to use the goods in other purposes which would prevent verification of claim validity by impartial inspection subject, without written consent of UNIS "GINEX" d.d. UNIS "GINEX" d.d. does not undertake responsibility for use of delivered goods in any other purpose except the contracted one.

Article 19.

Upon buyer's claim request for delivered goods, UNIS "GINEX" d.d. is obliged to give its opinion in writing about the claim within 8 calendar days.

That period may be extended for period necessary to review the claim and to give an answer.

Upon request made by UNIS "GINEX" d.d., buyer is obliged to provide that proceeding of claim is performed with presence of UNIS "GINEX" d.d. representatives at the location where defect was determined or where the claimed goods may be found.

Article 20.

In case of justified claim, UNIS "GINEX" d.d. is entitled at its own charge to:

- indemnify the missing goods,
- perform replacing delivery under original (contracted) conditions,
- approve decrease of price in accordance with defect of contracted and delivered goods,
- approve destruction of goods,
- return amount of money.

Article 21.

Claim may be solved by agreement of contracting parties as well.

Article 22.

UNIS "GINEX" d.d. does not undertake any guarantees for lost profit or for any direct or indirect arisen damages.

X GUARANTEE

Article 23.

Goods have warranty period of twenty (20) years from date of the Quality Certificate by final inspection and final acceptance by buyer.

XI JURISDICTION

Article 24.

In case of any disputes, contracting parties will do their best to solve dispute by mutual agreement.

If dispute cannot be solved by agreement, the place of jurisdiction shall be Court in Gorazde, Bosnia and Herzegovina.

Article 25.

Contracting parties may put in contract the jurisdiction of other court, that is Arbitration. In that case, contracting partners must give their written consent.

XI OTHER PROVISIONS

Article 26.

Force majeure (unforeseen events) such as weather disasters, wars, mobilisations, riots, strikes, cessation of work, import and export prohibitions and limitations, which affect fulfilment of purchase contract, relieve UNIS "GINEX" d.d. from liability for non-performance of contracted job.

Buyer cannot request indemnification of damage on this basis.

Article 27.

In case of any limitations, either they are caused by Force majeure or other circumstances, UNIS "GINEX" d.d. is obliged to immediately inform buyer verbally, and then to do that in writing as soon as all conditions necessary for written notification have been obtained.

Article 28.

All correspondence will be in written for, by fax, e-mail and by post.

Article 29.

UNIS "GINEX" d.d. is obliged to introduce buyer (business partner) with General Conditions of Sale and Delivery.

UNIS "GINEX" d.d. is not obliged to particularly inform business partners on modifications and addendums of General Conditions of Sale and Delivery.