

GENERAL TERMS AND CONDITIONS OF BUSINESS

TRI PROJECT DOO

1. INTRODUCTORY PROVISIONS:

1.1. Under these General Terms and Conditions of Business, hereinafter referred to as GT&C, Tri Project LLC, headquartered at Jurija Gagarina 14J, Novi Beograd, hereinafter referred to as the Seller, acts as the seller of products distributed or services provided within the scope of its registered business activity, hereinafter referred to as Products or Services.

1.2. A Buyer shall be deemed any legal entity, hereinafter referred to as the Buyer, which has accepted an offer from the Seller whose written order has been confirmed by the Seller with whom the Seller has concluded a sales contract for the Seller's products.

1.3. The Seller and the Buyer collectively shall be referred to as the Contracting Parties or Parties.

1.4. These GT&C are supplemented by specific agreements established through accepted offers/orders/contracts between the Contracting Parties, which cannot grant the Buyer fewer rights than those established in these GT&C. In case of discrepancies between an accepted offer/confirmed order and a concluded contract, both accepted/confirmed/concluded with the same Buyer and on the same basis, precedence shall be given to the concluded contract.

2. OFFER AND ORDER:

2.1. The Seller's offer contains all essential elements of the contract. Until acceptance by the offeree, the offer is informative in nature, but the offeree is obliged to treat it as a trade secret despite being non-binding. The Seller's offer and the Buyer's Order are considered accepted/confirmed upon signing by the Buyer/Seller.

2.2. The offer/order may be revoked only if the other party receives the revocation before acceptance of the offer/confirmation of the order.

2.3. The Seller is obligated to refer to these GT&C alongside the offer and upon confirmation of the Buyer's order. Acceptance of the Seller's offer or confirmation of the Buyer's order signifies that the Buyer is fully acquainted with these GT&C of the Seller.

2.4. The Seller's offer becomes binding upon acceptance by the offeree within the validity period or upon receipt of an advance payment by the offeree, who then becomes the Buyer, if the amount/percentage thereof is specified in the offer. Acceptance of the offer signifies acceptance of the GT&C.

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2.5. After acceptance of the offer/confirmation of the order, the Seller and the Buyer may amend the terms of the offer/order orally, which amendments become valid and binding only when confirmed by the Seller in writing.

2.6. Deadlines stated in offers/confirmed orders/contracts are counted in days, weeks, and years. The day of acceptance of the offer in accordance with points 2.4. and 2.5., or the day of confirmation of the order or conclusion of the contract, is not included in the deadline calculation. The deadline starts from the following day. The expiration of the deadline may be indicated by a calendar day. The commencement and duration of deadlines do not exclude days on which the Seller does not operate; the deadline expires at the end of the first subsequent working day of the Seller. Pursuant to point 4.4., the Seller and the Buyer may agree on a specific method for calculating deadlines for deliveries.

3. PRICE LIST AND PAYMENT TERMS:

3.1. The Seller's price list contains current prices expressed in RSD/EUR excluding VAT.

3.2. Prices in the Price List are for informational purposes only, and the Seller and the Buyer are bound solely by those prices expressed in accepted offers/confirmed orders/concluded contracts.

3.3. In case of a minimum 10% increase in prices of materials and other inputs for contracted delivery deadlines longer than four months, the Seller may increase the price stated in the accepted offer/confirmed order/concluded contract, unless this contradicts special legal regulations that are "lex specialis" compared to the Law on Obligations of the Republic of Serbia, in accordance with the doctrine "lex specialis derogate legi generali" (special law prevails over general law) hereinafter referred to as special legal regulations.

3.4. All discounts and internal communications between the Seller and the Buyer are considered trade secrets.

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

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

3.7. The Seller may request the Buyer to provide suitable security for deferred 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 exceeds the amount of statutory default interest, the Seller has the right to claim the difference for full compensation of damages.

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3.9. In case of late payment of a single invoice, the Seller may suspend further delivery of goods and unilaterally terminate the legal transaction with a notice period of 10 days, if the Buyer does not make the payment within the subsequent period provided.

3.10. Prodavac može posebnom odredbom ugovora zadržati parvo svojine I posle predaje robe Kupcu, sve dok Kupac ne isplati cenu u potpunosti, pri čemu rizik slučajne propasti ili oštećenja robe snosi Kupac od časa kada mu je roba predana.

3.11. Prodavac je dužan da Kupcu ispostavi račun za kupljenu robu.

3.10. By a special provision in the contract, the Seller may retain ownership rights over the delivered goods until the Buyer fully pays the price, with the risk of accidental loss or damage to the goods transferring to the Buyer upon delivery.

3.11. The Seller is obligated to issue an invoice to the Buyer for the purchased goods.

4. DELIVERY OF GOODS:

4.1. Delivery of goods is carried out in accordance with the "Incoterms 2010" and "Incoterms 2020" terms and prices specified in the accepted offer/confirmed order/concluded contract.

4.2. If the Buyer fails to take delivery of the goods within an additional period of 15 calendar days from the agreed delivery date in the accepted offer/confirmed order/concluded contract, the Seller has the right to charge storage fees at the Seller's premises, payable at the payment point, in the amount of 30 euros (or equivalent in dinars at the exchange rate on the day of payment) per month.

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

4.4. The delivery period stated in the accepted offer/confirmed order/concluded contract starts from the day the Buyer fulfills the obligations that are prerequisites for delivery, as specified in the accepted offer/confirmed order/concluded contract.

4.5. The Seller may extend the delivery period of goods due to unforeseen circumstances in transportation, extraordinary customs controls and inspections, and other unforeseen circumstances, for which the Seller is obliged to inform the Buyer promptly.

4.6. The Seller is not liable for extending the delivery period in cases of force majeure, in which case the delivery period is extended for the duration of the force majeure event. If such circumstances persist for more than six months, both contractual parties have the right to unilaterally withdraw from the contract by written notice.

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4.7. In the case of goods delivered at the Buyer's request packed in packaging different from the standard packaging designated by the Seller for such goods, delivery is executed on the condition that the risk transfers to the Buyer from the moment of loading, regardless of the agreed Incoterms in point 4.1.

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

5.1. The risk of damage to the goods transfers to the Buyer in accordance with the confirmed/agreed delivery terms under "Incoterms 2020," except in the case mentioned in point 4.7. of these GT&C.

5.2. Upon receipt of the goods or upon receipt of the transshipped goods by their clients, the Buyer is obliged to inspect the goods or have their clients inspect them, and to notify the Seller of any visible defects within a period not exceeding 15 days for goods received by the Buyer, or as soon as they could reasonably discover defects in transshipped goods, by completing a Complaint Report which can be downloaded from the Seller's official website www.triproject.rs. The Seller will consider only fully completed Complaint Reports.

5.3. The Seller is obligated to respond to the Buyer's complaint within a period not exceeding 8 days from the date of receipt of the Complaint Report, addressing the validity of the complaint, the method, and the deadline for resolution.

6. LIQUIDATED DAMAGES AND COMPENSATION OF COSTS IN CASE OF CONTRACT TERMINATION:

6.1. The contracting parties may agree in writing on liquidated damages in the event of non-performance of contractual obligations or delays in their performance.

6.2. If the contract is terminated due to reasons on the Seller's side, the Seller must refund any advance payments received to the Buyer.

6.3. If the contract is terminated due to reasons on the Buyer's side, the Buyer must compensate the Seller for the costs of production of the goods subject to the contract/confirmed order, as well as any other potential costs incurred by the Seller on the same basis.

6.4. If the contracted goods are produced according to the Buyer's special requirements and the Buyer cancels the contract, and the Seller is unable to sell the goods produced according to the Buyer's special requirements to third parties, the Buyer is obligated to accept and pay the Seller the full agreed price for the produced goods. If the Buyer explicitly refuses to accept goods produced specifically according to their requirements, and the Seller is unable to sell the same goods to third parties, the Seller has the right to retain the received advance payment to cover incurred costs and to claim compensation for damages.

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7. TERMINATION OF CONTRACT:

7.1. The contract may be terminated by written agreement of the contracting parties.

7.2. The contracting parties may terminate the contract due to changed circumstances that make fulfillment of obligations difficult, except when the contracting party invoking the changed circumstances was obligated to take those circumstances into account at the time of contract conclusion, or could have avoided or overcome them. The party seeking contract termination cannot rely on changed circumstances that occurred after the deadline for fulfilling its obligation has expired. In case of changed circumstances, the contract may be kept in force if the other party offers to modify the appropriate contract terms. The contracting parties may waive reliance on changed circumstances by agreement, unless contrary to principles of good faith and fairness.

7.3. The contract may be terminated in case of non-performance of contractual obligations by unilateral written statement of either of the contracting parties, with the granting of a subsequent deadline for fulfilling the contractual obligations and a notice period of 15 days.

7.4. The contract may be terminated in case of impossibility of performance of obligations by one contracting party, with the other party that has partially fulfilled its obligation having the right to claim return according to the rules of unjust enrichment. In case of partial impossibility of performance of obligations by one contracting party, the other party may terminate the contract if partial performance does not meet its needs; otherwise, the contract remains in force, and the other party has the right to request a reduction in its obligation.

7.5. The contract may be terminated in case of force majeure, where the fulfillment of the contract would become impossible, or would cause disproportionate harm to one of the contracting parties, including in cases of extension of the delivery period by more than six months due to force majeure (point 4.6.).

8. FINAL PROVISIONS:

8.1. Any disputes shall be resolved amicably by the contracting parties, and if unsuccessful, the parties agree to the jurisdiction of:

1. The competent court based on the Seller's headquarters, if the Buyer is a domestic legal entity.
2. The Foreign Trade Arbitration Court at the Chamber of Commerce and Industry of Serbia in Belgrade, if the Buyer is a foreign legal entity, where the arbitration procedure will apply the Rules of the Foreign Trade Arbitration Court at the Chamber of Commerce and Industry of Serbia in Belgrade and the substantive law of the Republic of Serbia.

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8.2. Serbian law governs these General Terms and Conditions, as well as all accepted offers/confirmed orders/concluded contracts arising from these General Terms and Conditions.

8.3. Any matters not covered by these General Terms and Conditions shall be governed by the accepted offer/confirmed order/concluded contract between the Seller and the Buyer, as well as provisions of the law governing contractual relations in the Republic of Serbia, or special legislative provisions.

Belgarde, 09.01.2024.

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