



RUDINE MM DOO Skopje

Address: Str. Lisec no.1, 1000 Skopje, Macedonia

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TERMS AND CONDITIONS

for sale of goods produced by RUDINE MM-Delcevo

1. GENERAL PROVISIONS

1.1. These provisions are valid for all deliveries and services of RUDINE MM, in capacity of a seller in relation to other enterprises or persons.

1.2. These provisions do not limit the parties to sign other agreements, which need to be confirmed by the Managing Director, Sales Manager or any other Authorized party by RUDINE MM.

2. OFFERS AND PRICES

2.1. Each order is considered accepted only in written, and in expressed or implied confirmation by the seller.

2.2. Each offer is considered not binding until acceptance.

2.3. Each offer is valid until the available quantities are on stock. Buyers cannot act retroactively on an offer.

2.4. The agreed prices are net prices, excluding transportation costs and customs costs. The buyer is obliged also to pay all charges and expenses which result after the goods are taken over by the buyer.

2.5. The seller keeps the right to charge the buyer interest rate on late payments in amount of 0.1% per each (30) thirty days delay for each delivery.

3. DELIVERY TERMS

3.1. The Incoterms agreed by the parties are always prevailing. If no Incoterms are agreed, the place of delivery will be considered the headquarters of the seller.

3.2. The Seller bears the entire risk for eventual damaging or destroying of the goods subject to this contract up to the moment of hand over of the goods to the Buyer, after that moment the entire risk for the goods is to be born by the Buyer. In case the Buyer has not taken over the goods from the Seller at the agreed place and time, the entire risk for the goods will be born by the Buyer from the moment of the agreed time and place for the takeover of the goods onwards.

4. NON-CONFORMITY, NOTIFICATION AND LIABILITY

4.1. The Buyer declares that at the moment of signing of contract with the Seller is familiar and has seen the goods which are subject to the contract.

4.2. Buyer will have the right to inspect the goods upon receipt and within that same business day of the hand over must give the seller a notice in written form of any claim of damage or reclamations on account of condition, quality or grade of goods, and therefore must specify the basis of the claim in detail.

4.3. Failure of the buyer to comply with these conditions will constitute irrevocable acceptance of the Goods by the Buyer.

4.4. Sellers' liability under this contract regarding the goods subject to the contract is limited to the replacement of: goods with eventual defects repair of the eventual defects of the goods or refund of the purchase price at Seller's sole opinion.

4.5. In case one of the parties is not in condition to fulfill its obligations arising out of this contract, it can transfer the rights and duties to third party.



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4.6. In case of non-fulfillment of the rights and obligations arising out of the contract by one contractual party, the contract will be considered automatically canceled after expiry of 30 days after the given contractual term for the fulfillment of such contractual obligation of that contractual party. In case of non fulfillment of the obligations by one of the contractual parties in case when in this contract is not foreseen any precise term for that, the other contractual party can cancel the contract after sending prior written warning to the first contractual party with given additional term of 15 (fifteen) days for fulfillment of the such contractual obligation. In such case the other contractual party is entitled immediately after the expiry of the given term of 15 (fifteen) days without fulfillment of the contractual obligation by the first party, to cancel this contract with cancellation term of 30 (thirty) days.

4.7. In case of contract cancellation the contractual party canceling the contract because of non-fulfillment of the contractual obligations of the other contractual party, has also right to claim damages caused by breach of the contractual obligations of the other contractual party.

4.8. The damage compensation can be claimed from the party which does not fulfill its contractual obligations from this contract in amount necessary the financial situation of the other contractual party to be brought in a state equal to the state existing prior to the done breach of this contract.

4.9. All notices and notifications must be made in written form. As the moment of delivery of sent notice or notification for deliveries by registered mail will be considered the day when the notice or notification has been sent by registered mail to the address of the contractual party of this contract to which the delivery is to be made.

In case of change of the address of the contractual party during the duration of this contract, it is obliged latest within 7 (seven) days to inform in written form by registered mail the other contractual party about its new address.

In case the contractual party which address was changed, fails to inform the other contractual party in written form about the change of the address and about the new address, it will be considered that all communications and /or notifications sent to the old address of that contractual party are properly delivered to that party.

5. FORCE MAYOR

5.1. "Force Mayor" means" an event or circumstance which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder not reasonably possible, and includes, but is not limited to, emergency situations declared by the decision of any Government or state authority, military intervention, war, threat of or preparation for war, riots, civil disorder, terrorist act, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, nuclear contamination, chemical contamination, biological contamination, sonic boom, collapse of building structures, failure of machinery, failure of computers, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Mayor to prevent) or confiscation.

5.2. Force Mayor shall not include any event which is caused by the negligence or intentional action of a Party/Parties to this Agreement.

5.3. Force Mayor shall not include insufficiency of funds or failure to make any payment required hereunder.

6. NO BREACH OF CONTRACT

6.1. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this contract insofar as such inability arises from an event of Force Mayor.



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7. MEASURES TO BE TAKEN

7.1. A Party affected by an event of Force Mayor shall take all reasonably necessary measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. Any costs incurred by any Party in this respect shall be payable by that Party.

7.2. A Party affected by an event of Force Mayor shall notify the other Party of such event as soon as possible, and in any event not later than 15 (fifteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice to the other Party of the restoration of normal conditions as soon as practicable;

7.3. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Mayor.

8. EXTENSION OF TIME

8.1. Any period within which a Party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Mayor.

9. LEGAL NOTICE

9.1. In case of eventual dispute, the parties will undertake efforts to resolve the dispute in amicable way within one term of 30 (thirty) days. In case the dispute will not be resolved in amicable way within 30 (thirty) days since its arising, competent court for the dispute resolving will be the court in the jurisdiction in which the goods subject to this contract have been handed over to the buyer. The material law of the jurisdiction in which is located the competent court for the dispute resolution is the applicable material law to this contract and to all rights and obligations arising for the parties out of this contract.

Skopje, January 2011