

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF NORMA GRUPA JUGOISTOČNA EVROPA  
D.O.O. – Subotica**

**1. SCOPE**

- 1.1 For the delivery of products and the performance of related works or services (the "**Products**") by the supplier (the "**Supplier**") to NORMA GRUPA JUGOISTOČNA EVROPA D.O.O. – Subotica ("**NORMA**"), these General Terms and Conditions of Purchase (the "**Purchase Terms**") shall apply exclusively.
- 1.2 These Purchase Terms are printed on the backside of or attached to NORMA's purchase orders, agreements, contracts or any other documents based on which the Products are ordered by NORMA from the Supplier. Thus, by signing such documents the Supplier confirms that these Purchase Terms are known to the Supplier and that the Supplier accepts them completely.
- 1.3 Other provisions, in particular the Supplier's general terms and conditions, shall not apply, irrespective of whether or not such general terms and conditions have been expressly rejected by NORMA. The Purchase Terms shall also apply exclusively even if NORMA, having knowledge of other general terms and conditions, effects contractual performance without an explicitly stated reservation or rejection in this regard.
- 1.4 Any additional or special agreements between NORMA and the Supplier, especially the ones that differ from the Purchase Terms, require written form in order to be effective. This also applies to the cancellation of this written form requirement. For the avoidance of doubt, the agreed contents of such written additional or special agreements will prevail over the contents of the Purchase Terms.

**2. PURCHASE ORDERS**

- 2.1 Purchase orders of NORMA are valid only if made in writing, text form (including fax and e-mail) or through electronic data interchange (EDI) by authorised representatives of NORMA.
- 2.2 Purchase orders of NORMA are to be accepted by the Supplier within one week. Thereafter, NORMA shall no longer be bound by the respective purchase order. As of the delivery of the ordered Products the respective purchase order shall be deemed accepted even if the Supplier did not accept such purchase order within one week.
- 2.3 Changes or amendments to a purchase order require NORMA's express confirmation in order to be effective. The confirmation is subject to the requirements of Clause 2.1. NORMA may request the Supplier to accept reasonable changes in construction or processing of the Products.
- 2.4 Unless otherwise agreed in writing, no remuneration or reimbursement of costs shall be paid for visits or the drawing-up of cost estimates, project studies or other documents preparatory to the conclusion of a contract.

**3. SPECIFICATIONS OF PRODUCTS AND COMPLIANCE WITH REGULATIONS**

- 3.1 The Products shall comply with the specifications (e.g. drawings for production material and technical specifications for tools and equipment) and shall be state-of-the-art and fulfil the indicated functions and purposes. The Products shall comply with the applicable Serbian standards, whereas any Products that are intended for export (directly or indirectly) shall comply with such other standards as specified by NORMA.

- 3.2 The Supplier shall remain competitive with other suppliers in terms of price, technology, quality or other material terms of supply.
- 3.3 The Supplier guarantees that the Products comply with all applicable statutory laws and regulations, in particular with all regulatory requirements under applicable product safety, environmental and export control laws. The Supplier further guarantees to comply with all applicable anti-corruption laws and shall observe the "NORMA-Group Anti-Corruption and Anti-Money-Laundering Contractual Provisions" (available on [www.normagroup.com](http://www.normagroup.com)), as amended from time to time by NORMA.
- 3.4 The Supplier guarantees that the Products are free from defects in title, and notably free from patent rights, copyrights and other intellectual property rights of third parties in Serbia and in the agreed country of destination within or outside of the territories of the member states of the European Union, and that no patents, copyrights or other intellectual property rights of third parties are infringed, notably by the delivery and the use of the Products. The Supplier shall review and inform NORMA in writing of third party as well as its own patent rights, copyrights and other intellectual property rights, if any.
- 3.5 The Supplier shall observe the "Logistics Quality Requirements for Deliveries of Suppliers to the NORMA-Group" (available on [www.normagroup.com](http://www.normagroup.com)), as amended from time to time by NORMA.

#### 4. **QUALITY AND DOCUMENTATION**

- 4.1 The Supplier shall ensure that for the Products only qualified personnel is used.
- 4.2 The Supplier shall ensure that defective Products, as well as other malfunctions or malpractices within the processes of the ordered Products, will be immediately, latest 48 hours after occurred, announced in writing to NORMA. This applies especially for already delivered Products to enable NORMA to take immediate measures or action.
- 4.3 Any changes concerning the specified ordered Products or the related processes are subject to NORMA's prior written approval.
- 4.4 The Supplier shall constantly examine and monitor the quality and specification of the Products. Further the Supplier shall keep corresponding records of the test results available for NORMA.
- 4.5 The Supplier shall ensure, with respect to an audit, that NORMA (as well as customers of NORMA and any authorities) has access to all facilities and documents concerning the placed purchase order.
- 4.6 The Supplier shall archive documents to be filed for ten years and shall secure these documents against unauthorized access and protect against deterioration.

#### 5. **DELIVERY, DELIVERY DATES**

- 5.1 Unless otherwise agreed in writing, deliveries of the Products from abroad shall be made DDP Incoterms® 2010 to the place of delivery specified by NORMA in the purchase order, respectively 'free warehouse' to the place of delivery specified by NORMA in the purchase order for local deliveries of the Products within Serbia.
- 5.2 Shipment shall be made at the Supplier's risk. The Supplier shall bear the risk of loss, damage or destruction of the Products up to the time of delivery. This shall also apply if the shipment is made at the request of NORMA. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in

relation to the delivery of the Products, the Supplier shall bear the risk up to the time of acceptance of the works or services by NORMA.

- 5.3 In all transit documents, consignment notes or other delivery documents, invoices and any other correspondence the complete purchase order numbers and any other agreed information shall be stated.
- 5.4 Agreed delivery periods and dates are binding. The date of receipt of the Products at the place of delivery specified by NORMA shall be relevant for adherence to the delivery periods and dates by the Supplier. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of Products, the time of acceptance of the works or services by NORMA shall be relevant.
- 5.5 If circumstances become known to the Supplier as a result of which the delivery periods or dates cannot be adhered to, the Supplier shall inform NORMA thereof without undue delay in writing, stating the reasons and the probable duration of the delay. This shall not affect the agreed delivery periods and dates. In the case of a supply shortfall or any other shortage on the part of the Supplier, the Supplier shall use its best efforts to preferentially fulfil its supply obligations towards NORMA (e.g. privileged allocation of supply availabilities to NORMA).
- 5.6 In the case of default in delivery the Supplier shall pay to NORMA a contractual penalty in the amount of 1% of the delivery value for each completed week of such default, but not exceeding a total of 5% of the delivery value. NORMA may claim additional damages; in this case the contractual penalty is to be accounted against such additional damages claim.
- 5.7 Unless otherwise agreed in writing, NORMA will not accept deliveries prior to the agreed delivery periods or dates. NORMA reserves the right to return the Products at the Supplier's expense and risk. If the Products are not returned, they shall be stored by NORMA up to the agreed delivery periods or dates at the Supplier's expense and risk; alternatively, NORMA may accept such early deliveries, but the initially agreed terms of payment shall remain unaffected.
- 5.8 NORMA will accept part deliveries only if separately agreed in writing. In such case the Supplier shall indicate in the delivery documents the remaining portion still outstanding including the delivery periods or dates pertaining thereto.

## 6. **PRICES AND TERMS OF PAYMENTS**

- 6.1 The agreed prices are fixed prices plus the statutory value-added tax, if applicable, to the extent the latter is stated separately in the invoice. The prices include delivery and packaging as well as all ancillary costs.
- 6.2 The Supplier shall send auditable invoices in duplicate to the invoice address indicated in the purchase order. Invoices shall not be issued prior to dispatch of the Products and shall not be sent together with the Products.
- 6.3 Invoices will be processed by NORMA only if NORMA's purchase order number is accurately quoted. Inaccurate or incomplete invoices shall be deemed not received until such time as they have been corrected or completed; in this case NORMA will inform the Supplier within a reasonable period.
- 6.4 Unless otherwise agreed in writing, payment shall be made within 14 days of duly delivery of the Products and receipt of the invoice with a discount of 3%. At NORMA's choice,

payment shall alternatively be made within 90 days of duly delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the payment periods shall not start before the time of acceptance of the works or services by NORMA.

6.5 The interest rate in the case of default of payment for remuneration claims shall be the default interest rate as defined by the applicable Serbian Law on the value of the default interest rate.

## 7. NOTIFICATION OF AND CLAIMS FOR DEFECTS

7.1 Unless otherwise agreed in writing, relevant sections of the Serbian Law on Contracts and Torts shall be deemed fulfilled by NORMA, if obvious defects are notified without delay after the delivery. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, obvious defects will be notified without delay after the acceptance of the works or services by NORMA. Obvious defects are externally visible defects such as obvious damages in transit as well as obvious deviations of identity and quantity of the Products. Other defects (e.g. the concealed ones) will be notified also without delay after being discovered, but no later than six months after delivery, unless a longer time limit is agreed between NORMA and the Supplier.

7.2 Unless otherwise stipulated in the Purchase Terms, NORMA may assert the statutory claims for defects.

7.3 The statutory claims for defects may be asserted by NORMA also in respect of guarantees given by the Supplier. Liability to pay damages shall be independent of fault in cases in which the Supplier has given a guarantee. Any additional claims directly resulting from a guarantee given by the Supplier shall remain unaffected.

7.4 In the case of serial defects (defects of the same type which occur in at least 5% of the Products delivered), NORMA may reject the entire delivery as defective and assert the statutory claims for defects in respect of the entire delivery. NORMA reserves the right to reject the entire delivery for any other quality related reason.

7.5 The Supplier shall bear all costs of subsequent performance, notably the costs for transport, journeys, labour and material as well as dismantling and installing.

7.6 Should the Supplier fail to fulfil its statutory obligation to make subsequent performance within a reasonable period as set by NORMA, NORMA may, at the Supplier's expense, perform itself any acts reasonably required to rectify the defect or have such acts performed by a third party. NORMA may, by way of mitigation of damages, itself rectify at the Supplier's expense defects that are not of a material nature.

7.7 The place of subsequent performance shall be the place where the defective Product is currently located in accordance with its usual or agreed function.

7.8 The limitation period for claims for defects shall be six months from delivery of the Product, unless a longer time limit is agreed between NORMA and the Supplier.

7.9 In the case of subsequent performance by way of replacement delivery, the limitation period shall commence anew from the time of replacement delivery, unless such replacement delivery appears insignificant in light of its volume, duration and costs, or unless NORMA had to assume that, in light of the Supplier's reaction, the Supplier did not consider being obliged to make subsequent performance but rather did so as a gesture of

goodwill or for other similar reasons. The same shall apply in the case of rectification as far as the same defect or the consequences of a failed rectification are concerned.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Supplier shall hold harmless, indemnify and defend NORMA as well as its affiliates and customers against any third party claims asserted due to an infringement by the Products of patent rights, copyrights or other intellectual property rights. Further claims for defects shall not be affected thereby.
- 8.2 In the event that the Products infringe patent rights, copyrights or other intellectual property rights of third parties, the Supplier shall use its best efforts to place NORMA in a position to use the Products without infringing such intellectual property rights of third parties.

## **9. PRODUCT LIABILITY AND LIABILITY FOR REGULATORY REQUIREMENTS**

- 9.1 In the case that claims are asserted against NORMA for infringement of official safety, environmental, export control or anti-corruption laws and regulations or other applicable regulatory requirements as well as national or foreign product liability laws, based on such defects in NORMA's products that are attributable to the delivery of defective Products or based on other acts or omissions attributable to the Supplier, the Supplier shall hold harmless, indemnify and defend NORMA against such claims to the extent that the damage caused originates from the sphere of responsibility or the organisation of the Supplier. This obligation to indemnify and defend shall apply on first demand.
- 9.2 The Supplier shall reimburse NORMA for all expenses reasonably incurred for recall actions and other damage prevention actions by NORMA or its customers, e.g. public warnings, to the extent that such actions originate from the sphere of responsibility or the organisation of the Supplier. NORMA shall inform the Supplier of the type and scope of any such actions and give the Supplier the opportunity to comment thereon.
- 9.3 The Supplier shall take out and maintain adequate product liability insurance and insurance coverage for the costs of recall actions and other damage prevention actions. At NORMA's request copies of the insurance policies shall be submitted.

## **10. OBJECTS AND TOOLS OF NORMA**

- 10.1 NORMA shall retain title in any objects – such as raw materials, semi-finished products and other objects – that are made available by NORMA to the Supplier by means of relevant contracts, if any. The processing or reworking of such objects by the Supplier shall always be carried out only for NORMA.
- 10.2 Any tools made available by NORMA to the Supplier, by means of relevant contracts, if any, shall remain the property of NORMA and shall be clearly marked as such by the Supplier. The Supplier shall use such tools exclusively for the manufacture of the Products ordered by NORMA. The Supplier shall provide sufficient insurance for such tools at their replacement value against loss, damage and destruction of such tools. Any incidents shall be notified by the Supplier to NORMA without undue delay in writing.

## **11. FORECASTS**

- 11.1 Unless otherwise agreed in writing, NORMA may inform the Supplier on a regular basis of the updated expected supply requirements for the Products for the following months. Such forecast shall be binding purchase orders for the Products only to the extent designated by NORMA.

11.2 NORMA may place additional short-term purchase orders if further Products are needed in addition to the quantities set out in the forecast. The Supplier shall always use its best efforts to meet the supply requirements of NORMA.

11.3 Clauses 2.1 and 2.2 shall apply to such purchase orders.

## 12. TERMINATION OF CONTRACT

12.1 NORMA may terminate any contract with immediate effect if:

- (a) the Supplier becomes insolvent, an application to initiate insolvency proceedings against the Supplier has been filed, any such application has been rejected due to lack of assets, any executions against the Supplier have been fruitless or any execution measures have been initiated against the Supplier which have not been cancelled within one month (e.g. cancellation of seizure);
- (b) the Supplier has breached applicable anti-corruption laws or has failed to comply with the current "NORMA-Group Anti-Corruption and Anti-Money-Laundering Contractual Provisions";

12.2 NORMA may terminate any contract upon giving the Supplier a prior request to rectify the reasons for the below specified conditions that are not in NORMA's interests, and if the Supplier should not succeed with such rectification within ten days upon the receipt of such request, NORMA may terminate the contract within further five days:

- (a) the Supplier is in default in delivery, but only after fruitless expiry of an additional period for delivery as set by NORMA if required;
- (b) the Supplier is not competitive with other suppliers in terms of price, technology, quality or other material terms of supply; or
- (c) an event occurs which alters the equilibrium of the contract either because the cost of NORMA's performance has increased or because the value of the performance NORMA receives has diminished, provided that such event is beyond NORMA's reasonable control and could not reasonably have been foreseen by NORMA at the time of the conclusion of the contract.

12.3 Termination notices and any prior warnings and requests have to be in writing.

## 13. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

13.1 The Supplier shall keep secret all documents, information and data (including, without limitation, drawings, plans, specifications, technical data, samples, processes as well as prices and other contractual terms agreed with the Supplier) which NORMA orally or in writing marks or designates as or presumes to be 'confidential' and which are made available or known to the Supplier on the basis of the co-operation ("**Confidential Information**"). The Supplier shall treat Confidential Information in the same way as its own confidential information, but at least with the due care of a prudent businessman.

13.2 Any disclosure of Confidential Information to a third party requires NORMA's prior written approval. Disclosure of Confidential Information to employees and agents is permitted only to the extent that disclosure is required for the performance of the Supplier's contractual obligations in relation to NORMA. The Supplier shall impose the same confidentiality obligations on all persons or companies entrusted by the Supplier with Confidential Information.

- 13.3 The confidentiality obligations shall not apply for information
- (a) which had been known to the Supplier prior to receipt of the same from NORMA;
  - (b) which was independently developed by the Supplier without reference to or use of NORMA's information;
  - (c) which the Supplier lawfully obtained from a third party who, to the Supplier's knowledge, was not subject to a confidentiality undertaking vis-à-vis NORMA;
  - (d) which became known to the Supplier without violation of these provisions or any other regulations on the protection of NORMA's business secrets or which are or were publicly known; or
  - (e) which the Supplier is obligated to disclose based on statutory, official or judicial requirements, in which case the Supplier shall inform NORMA prior to such disclosure and shall restrict as far as possible the extent of such disclosure.
- 13.4 Confidential Information shall remain the property of NORMA and may neither be copied nor reproduced without NORMA's prior written approval unless required for the performance of the Supplier's contractual obligations in relation to NORMA. At NORMA's request Confidential Information shall be returned to NORMA or destroyed.
- 13.5 Where the Products are customised to NORMA in accordance with Confidential Information, none of such Products or documents manufactured by the Supplier in accordance with such Confidential Information may be made available to third parties without NORMA's prior written approval.
- 13.6 The Supplier may not make public announcements on or otherwise publicly refer to the contractual relationship without NORMA's prior written approval.
- 13.7 The foregoing obligations shall survive the expiration or termination of the contractual relationship and apply for ten years thereafter.
- 14. SET-OFF AND RIGHT OF RETENTION**
- Set-off and exercise of a right of retention by the Supplier due to contested counterclaims or counterclaims which are not final or *res judicata* are excluded.
- 15. ASSIGNMENT AND SUBCONTRACTING**
- 15.1 Without NORMA's prior written approval, the Supplier shall not assign its rights and obligations under the contractual relationship, neither in part nor in whole. NORMA may assign its rights and obligations, notably to its affiliated companies.
- 15.2 Without NORMA's prior written approval, the Supplier shall not subcontract the performance of any deliveries, works or services to be delivered to NORMA. Irrespective of such approval by NORMA, the Supplier shall remain responsible and be liable for the performance of any subcontractor.
- 16. GOVERNING LAW AND PLACE OF JURISDICTION**
- 16.1 All legal relations between NORMA and the Supplier shall be governed exclusively by the laws of Serbia to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.2 The exclusive place of jurisdiction shall be Subotica, Serbia.

17. **SEVERABILITY**

Should individual provisions of these Purchase Terms be or become invalid, the validity of the remaining provisions shall not be affected thereby.

In Subotica, July 2012.