

**General Terms and Conditions for procurement of goods and services of BELGRADE AIRPORT d.o.o. Belgrade**

**1. Introductory provisions**

**1.1.** These General Terms and Conditions for Procurement of Goods and Services (hereinafter: "**General Terms**") shall apply (a) in all cases where BELGRADE AIRPORT d.o.o. Belgrade-Surcin, 11180 Belgrade 59, Serbia, (hereinafter: "**the Purchaser**") in legal transactions acts as a purchaser of goods or a service contractor; and (b) when these General Conditions are addressed to the Purchase Order or otherwise explicitly agreed with the person supplying goods or performing services (hereinafter: "**Supplier**").

**1.2.** The order form contains additional provisions regarding the description and content of goods and services, such as the time frame and deadlines, the purchase price of goods and services, the specific obligations of the contracting parties and any other necessary provisions.

**1.3** These General Terms and Conditions shall form an integral part of any Purchase Order for Goods and/or Services (hereinafter: Purchase Order). In case of disagreement between these General Terms and Conditions, the relevant Purchase Order provisions will be considered valid.

**1.4. These General Terms and Conditions apply from 05.12.2019.**

**2. Right to use**

**2.1.** Regarding the rights that the Supplier transfers to the Purchaser by delivery of goods or the performance of the service, the Supplier guarantees and authorizes the Purchaser to use and transfer these goods or services to others, install them in other systems, or dispose of them freely without time, territorial and other restrictions, unless they do not arise ambiguously from the nature of the transaction, or if such restrictions are explicitly indicated in the Purchase Order.

**3. Deadline for execution; Delay; Consequences of delay**

**3.1.** Unless otherwise agreed, the Supplier is obliged to deliver the goods or services without delay and within a reasonable time. This presumed or agreed deadline begins to run from the date of receipt of the Purchase Order by the Supplier. It shall be deemed that the Supplier has delivered in a timely manner if the goods being subject of delivery are delivered to the Purchaser within the agreed time and place, i.e. the service shall be deemed timely provided if the Purchaser has accepted the service within the agreed time and in the agreed manner. The acceptance of assembly, installation and similar services is a relevant moment for assessing the timeliness of delivery of goods in case the delivery of goods is contracted with assembly, installation, etc., that is, that it arises from the circumstances of the particular case.

**3.2.** If the Supplier, according to the circumstances of the case, can assume that the obligation to the Purchaser will not be fulfilled within the agreed time limit, it shall be obliged to immediately notify the Purchaser of that presumed delay.

**3.3.** In case of untimely execution of the Supplier's obligations, the Purchaser is authorized to charge liquidated damages in the amount of 0.2% of the total Purchase Order value (excluding VAT) per day of delay, but it can not exceed 10% of the value of the Purchase Order excluding VAT. This provision shall not affect the right of the Purchaser to claim damages.

**3.4.** In any case, liquidated damages due to the untimely execution of the Supplier's obligations shall start to be calculated from the first following day after the expiration of the agreed deadline for the fulfillment of the contractual obligation and shall be calculated until the date of fulfillment of the contractual obligation, and no later than the day in which the value of the calculated liquidated damages reaches 10 % of the total price.

**3.5.** If the Supplier's obligation is not executed even in the period in which the maximum amount of the liquidated damages has been reached, the Purchaser may terminate the Purchase Order and collect liquidated damages in the amount of 10% of the contracted value as liquidated damages in case of non-execution. With the same authorization, the Purchaser may terminate the Purchase Order even before the expiration of the period in which the maximum amount of the liquidated damages has been reached, if from the circumstances of the case it arises that the Supplier will not fulfil its obligation during that period.

**3.6.** The failure of the Purchaser to request liquidated damages on receipt of the fulfillment does not in any way imply that the Purchaser has waived such a request and he is entitled to demand the liquidated damages until the final settlement and payment, in which case it is authorized to reduce the payment to the Supplier for the amount of liquidated damages.

**3.7.** The collection of liquidated damages does not exclude other rights of the Purchaser due to the delayed fulfillment or failure (the right of the Purchaser to claim damages). The Supplier has no right to pay liquidated damages and waive the Purchase Order.

**3.8.** In case of delay in fulfillment of the Supplier's obligations, or in case that delay under the circumstances of the case can reasonably be foreseen, the Purchaser may, at the expense of the Supplier, take all reasonable and necessary measures to prevent or remedy the consequences of the delay.

**3.9.** The provisions of these General Terms and Conditions on liquidated damages due to delay do not apply in cases where the deadline is a significant element of the Purchase Order. In this case, the Purchase Order shall be deemed to be terminated by the default itself (unless the Purchaser keeps the Purchase Order in force in an

undoubtable way) which authorizes the Purchaser to request liquidated damages of 10% of the contracted value.

#### **4. Risk transfer, transport and place of fulfillment**

**4.1.** The risk of destruction or damage to goods in the case of procurement of goods passes to the Purchaser at the moment of handover, and in case that the goods in question are assembled or installed at the moment of acceptance of such assembly or installation.

**4.2.** Unless otherwise agreed, the DDP (Incoterm 2000) delivery basis is applied (to stated destination) and, in case that delivery to the site or directly to third parties is agreed, the Supplier shall bear the costs and risk of unloading goods.

**4.3.** The Goods delivered by the Supplier to the Purchaser must be accompanied by appropriate shipping documentation and visibly indicated Purchase Order Number. The supplier is obliged to send a notice of dispatch together with the shipping documentation without delay to the Purchaser.

**4.4.** In case of premature delivery, the Purchaser reserves the right to require from the Supplier all additional costs arising from such delivery (including but not limited to warehouse and insurance costs), as well as to make payment for deliveries and services in accordance with the provisions laid down for the contracted delivery and payment. Until the agreed date / time of delivery, the risk of destruction or damage to the delivered goods remains with the Supplier, unless the destruction or damage has occurred by the fault of the Purchaser.

**4.5.** If the Supplier does not deliver the goods himself and has no other instructions from the Purchaser, the Supplier is obliged to organize the transport with the care of a good businessman and in the most favorable market conditions. In case the Supplier fails to act in this way, the Purchaser is authorized to

deduct all difference in the cost of such contracted transport from the agreed price.

## **5. Suspension of execution; termination by the will of the Purchaser**

**5.1.** The Purchaser is authorized to order the Supplier to suspend the performance of the Purchase Order at any time. If this suspension lasts for more than three months, the Supplier may demand from the Purchaser to compensate him for any reasonable and documented costs incurred by such suspension from that moment until the moment of termination of such suspension in execution. In any case, the Supplier is not authorized to require from the Purchaser the lost profits, or expenses incurred during the first three months of suspension.

**5.2.** Until the moment of complete fulfillment of the Supplier's obligations, the Purchaser may terminate the Purchase Order at its sole discretion and without the Supplier's fault. In this case, the Supplier is authorized to request payment of the agreed price for the performed obligations and other requests to the Purchaser are excluded.

## **6. Invoices**

**6.1.** On each invoice (invoice) issued, the Supplier is obliged to indicate both the account number (invoice) and the number of the Purchase Order. Invoices must be in a form that provides for their comparison with the Purchaser Order and their control in a transparent manner. Otherwise, the invoice is deemed untidy and unsuitable for payment under it. All copies of the invoice must be marked as duplicates.

**6.2.** The Supplier shall issue invoice with/after acceptance of delivered goods or rendered services. If it is expressly provided or arises from the circumstances of the case that the delivery is performed with testing, quality control etc. the submission of appropriate reports on such undertaken actions is an integral part of the Supplier's obligation and without such delivery the Supplier's

obligations are not met. An appropriate discount on the price is permitted if the Purchaser decides to accept fulfilment with deficiencies in relation to the contracted quality. Otherwise, the Supplier's authorization to issue the invoice begins to run only after eliminating of any deficiencies. In addition to reducing the price in case of receipt of delivery with deficiencies, the Purchaser has at his disposal all other rights in accordance with the law.

**6.3.** The invoice contains the following data in accordance with the VAT Law and the Accounting Law:

1. name, address and TIN of the taxpayer - issuer of the invoice;
2. place and date of issuance and invoice number;
3. name, address and TIN of the taxpayer - the recipient of invoice;
4. type and quantity of goods delivered or type and scope of services;
5. date of trade of goods and services and the amount of advance payment;
6. the amount without VAT;
7. the tax rate applicable;
8. the amount of VAT that is calculated on the amount without VAT;
9. note on the provision of this law under which VAT is not calculated (when applicable).;
10. note that recovery system is applied for trade of goods and services (when applicable).

In case that the invoice does not contain all these data, the Purchaser is not obliged to accept the invoice and the payment deadline will not begin to run before the issuance of correct invoice.

A properly issued invoice is an invoice that has all characteristics of the accounting document in terms of the accounting law and the VAT law as well as other regulations governing the subject area.

The invoices that in all its elements do not meet the requirements to be accepted as accounting documents will not be accepted as a basis for payment.

**6.4** Except as otherwise agreed, the price of goods and/or services already includes VAT or other tax payable by the Supplier (fees, taxes, charges or other expenses), as well as any other charges related to goods or services (e.g. delivery, packaging, handling, insurance, travel expenses, cash, accommodation, etc.).

**6.5** The Supplier is obliged to submit to the Purchaser all necessary information in order to avoid any double taxation. In case the Supplier has a head office in a foreign country with which the Republic of Serbia has concluded an agreement on the avoidance of double taxation and the subject of procurement is copyright and related rights and industrial property rights, market research services, accounting and auditing services and other services in the field of legal and business consulting, the Supplier is obliged, when concluding Purchase Order, to submit a filled and certified POR 2 Form - Residence Certificate.

Instead of the Certificate, the Supplier may attach a certificate from the competent state authority of the country where it has its headquarters, translated into Serbian and certified by a court interpreter, in accordance with the double taxation avoidance agreement.

**6.6.** Prices for goods and or services that will be delivered by purchase order will be expressed in a fixed amount. In case that a general price reduction occurs between the signing of the purchase order and the execution, the Supplier is obliged to apply these prices to the purchase order form.

## **7. Payment terms**

**7.1.** Unless otherwise agreed, the Purchaser's obligation matures within 30 calendar days, counting from the date when Purchaser receives the invoice duly issued by the Supplier.

**7.2.** In any case, the payment does not imply that the Purchaser has accepted the

fulfillment, i.e. shall not constitute a confirmation that the Supplier has fulfilled his obligations in everything under the Purchase Order and in particular shall not represent the Purchaser's waiver of the right to object due to the shortcomings of such fulfillment as well as rights arising from technical guarantees, and compensation for damages.

**7.3.** The Supplier may settle its debts under a transaction concluded in accordance with these General Terms and Conditions with the claims held by the Purchaser on some other basis. The Supplier may transfer its claims to the Purchaser to the third party only with the prior written consent of the Purchaser.

## **8. Control at acceptance**

**8.1.** When accepting fulfillment, or immediately afterwards the Purchaser will execute control of the delivered goods or services and point out to any visible deficiencies.

**8.2.** The Purchaser shall notify the Supplier of any deficiencies identified within 3 (three) days from the date of fulfillment, that is, from the date of commencement of the use of goods or the execution of the service, i.e. from the moment when the deficiency is detected.

**8.3.** The Supplier shall be liable for any deficiencies noticed or manifested within 2 (two) years from the date of delivery of the goods or the receipt of the service, unless a special regulation provides for a longer term.

**8.4.** The Contracting Parties shall make quantitative and qualitative acceptance immediately upon receipt of the goods / services. Qualitative and quantitative acceptance will be done by comparing the data from the dispatch note/ invoice with the actually delivered quantity of goods / services. If quantitative and qualitative reception establishes that the quantities are different from ordered quantities or the characteristics of the delivered goods / services performed differ from the characteristics specified on the goods / service rendered, the Purchaser shall

make a report on this, on the basis of which the Supplier is obliged to deliver the missing quantities or replace the goods or performed services having qualitative shortcomings, not later than within 3 (three) days. In case there is no agreement on qualitative differences between the contractual parties, this will be determined by a professional appraisal, at the expense of the Supplier.

## **9. Liability for deficiencies**

**9.1.** In case of a deficiencies the Purchaser is authorized to request their elimination by repair, or delivery of the appropriate item without any deficiency, or by executing the appropriate services in a contractual manner, or by lowering the agreed price to a fair level. The Purchaser is authorized to claim damages caused by the deficiency itself as well as the damages suffered by such a performance.

**9.2.** If the Supplier does not eliminate the same within the deadline set for the elimination of the deficiency, it can be done by the Purchaser, by himself or by engaging the third party, and at the expense of the Supplier.

**9.3.** If acceptance is done by checking random samples, and a deficiency is identified, the Purchaser may refuse the delivery as a whole. The Purchaser has same right when any part of delivery has a deficiency.

**9.4.** The Purchaser may terminate the Purchase Order without having previously requested the elimination of the deficiency, in which case it has the right to demand liquidated damages due to failure to comply with the provisions of Article 3 of these General Terms and Conditions.

**9.5.** In case of partial fulfillment, the Purchaser has the right to request fulfillment as a whole, to cancel the procurement in an unexecuted part with a fair price reduction or to terminate the Purchase Order in full if it does not have the interest to receive such a partial fulfillment. In case it requires full fulfillment, the moment

of fulfillment will be the moment when the contracted quantity of goods is really received, or when the contracted service is performed. In any case, the Purchaser shall have at its disposal all the rights referred to in Article 3 of these General Terms and Conditions.

## **10. Warranty**

**10.1.** The guarantee for the proper functioning of the delivered goods, i.e. for the solidity of the services rendered, is 2 (two) years and starts to run from the date of delivery or on the successful completion of the acceptance test, if it is required whichever comes later.

**10.2.** If during the warranty period there is any deficiency in the delivered goods or performed services, the Purchaser is authorized to request the Supplier to eliminate deficiency in a manner that is at its own discretion.

**10.3.** The supplier is obliged to eliminate claimed deficiency at its own expense and within a reasonable time determined by the Purchaser. In case that the deficiency is not eliminated within that period, the Purchaser is authorized to eliminate deficiency by himself or by engaging a third party at the expense of the Supplier.

**10.4.** In addition to the right to require the elimination of deficiency, the Purchaser is also entitled to claim damages resulting as a consequence of subject deficiency.

**10.5.** On repaired or replaced parts of goods or services, the warranty period begins to run from the start again. The warranty period is extended even for the period in which the Purchaser was deprived of the use of goods or services due to the deficiency.

**10.6.** All rights of the Purchaser under the Liability of the Supplier for deficiencies or on the basis of the warranty shall be deemed to be transferred to the end user of the delivered goods or performed services, unless the Purchaser is the ultimate beneficiary. In this respect, the Supplier is responsible for

protecting the Purchaser from all of the end-user's requests addressed to the Purchaser, or to compensate him for the amount of such claims and all associated costs arising therefrom.

**10.7.** The supplier is obliged to transfer the thing at its own expense to the place where it should be made or replaced, and to return the repaired or replaced item back to the Purchaser. The obligations of the Supplier on the basis of the warranty will also include the cost of on-site repairs. If the Supplier fails to carry out the repair without delay, the Purchaser shall have the right, without the additional deadline, to carry out the task or arrange for the repair by a third party or terminate the Purchase Order, at its option, while retaining the right to request a reduction in the price.

## **11. The Purchaser's Material**

**11.1.** In case that the Purchaser submits to the Supplier material for the fulfillment of the obligations of the Supplier, this material remains the property of the Purchaser. The supplier will keep the material in question with the care of a good businessman, separately from other materials at his own expense and with a clear indication that this material is the property of the Purchaser.

**11.2.** The supplier is obliged to confirm the receipt of the material submitted by the Purchaser. The Supplier may use such material only for the performance of its obligations to the Purchaser. From the moment of delivery of the material, the Supplier shall be liable for any damage arising on the material. Requests for damages due to delays in delivery of the material as well as the right of retention are excluded.

**11.3.** The things created by processing and using of the material are property of the Purchaser.

## **12. Drawings, sketches, samples, tools, etc.**

**12.1.** If, for the purposes of fulfilling its obligations, the Purchaser submits to the Supplier drawings, projects, sketches, plans, tools or provides instructions and advice that are or may be the subject of intellectual property protection, this shall remain the property of the Purchaser, and the Supplier is obliged to use such things only for execution of its obligations to the Purchaser and after complying with these obligations, to return them to the Purchaser. Any transfer of these things and information to third parties is possible only with the written consent of the Purchaser. Upon fulfillment of its obligations, the Supplier is obliged to return all things to the Purchaser, that is, it is obliged to destroy all media containing the information according to this Article.

**12.2.** The Purchaser is authorized to require drawers, drawings, drafts, projects, specifications, etc. from the Supplier which were used by the Supplier in the performance of his obligations, which he has not previously obtained from the Purchaser.

## **13. Special hardware and software requirements**

**13.1.** Unless otherwise agreed, hardware and software is always a unique product.

**13.2.** If the Supplier is obliged to deliver software that is not developed individually for the Purchaser, the Supplier shall give the Purchaser a transferable and non-exclusive right to use the Software. Unless otherwise agreed, or unless otherwise arising from the circumstances of a particular case, this right is also unlimited in time.

**13.3.** For software products developed individually for the Purchaser, the Supplier grants an exclusive and transferable right to use that is unlimited in time and which also excludes the Supplier itself from using that software for any purpose. Except as otherwise agreed, the software is shipped with the source code in its most recent version. The Purchaser is authorized to make modifications

of such Software without the consent of the Supplier.

**13.4.** The supplier is required to install the software. After the installation of the software, the Supplier is obliged to deliver a data carrier that can be displayed on the Purchaser's system, both in the source code and in the form of the object code along with the relevant documentation (content and structure of data carriers, program and data flow diagrams, test procedures, programs, error processing, etc.). In addition to this documentation, the Supplier is obliged to provide comprehensive written user documentation in Serbian / English in sufficient number of copies.

**13.5.** Software developed individually for the Purchaser will be accepted in the form of a written acceptance protocol if it meets the agreed requirements and specifications. Any correction that must be made by the Supplier will also be included in the acceptance protocol.

**13.6.** The Supplier undertakes to make at the Purchaser's disposal all subsequent versions of the programs in which the errors (updates) are eliminated free of charge (software upgrade and software bug fix) during the warranty period. The Supplier also undertakes to offer to the Purchaser the maintenance of the Software at competitive market prices for a period of at least five years from the date of acceptance. Within the warranty period, the maintenance fee will be reduced accordingly.

**13.7.** The Supplier is obliged to notify the Purchaser - at the latest at the time of the order confirmation - whether the products and services to be delivered contain the open source software. If the Supplier does not inform the Purchaser that its products and services contain open source software, the Purchaser has the right to cancel the Purchase Order and claim compensation for damages.

#### **14. Confidentiality; Data protection; Subcontractors**

**14.1.** The Supplier undertakes to keep as confidential any information that relates to the Purchaser or to the subject of the Purchase Order, unless this information has become publicly known or has become known to the Supplier in any other legitimate manner. The Supplier shall undertake to keep, as confidential, results or partial results obtained in the realization of the Purchase Order and shall use them exclusively for the realization of the existing Purchase Order. In the event that the Supplier engages a third party for the performance of his contractual obligations, he shall ensure that this third party is contractually bound to at least the same level of confidentiality.

**14.2.** The same applies to personal data relating to employees of the Purchaser or any third party that the Supplier has received in connection with the Purchase Order. The Supplier is obliged to protect this information from the access of any third parties, to ensure compliance with the Personal Data Protection Act and to oblige its employees to perform duties related to the Purchase Order to the same level of confidentiality.

**14.3.** The Supplier agrees that the Purchaser may supply other members of the VINCI Group with information about Supplier or Purchase Order.

**14.4.** The Supplier undertakes not to entrust the fulfillment of obligations towards the Purchaser to third parties - subcontractors, without the written consent of the Purchaser. In the event of the existence of this consent, the Supplier is obliged to carry out such trusting by preserving all the rights and interests of the Purchaser in accordance with these General Terms and Conditions.

**14.5.** The Supplier agrees that the Purchaser may transfer the Purchase Order in question to any other member of the VINCI Group without the Supplier's special consent.

#### **15. Rules on foreign trade**

**15.1.** When delivering goods or services, the Supplier is obliged to comply with all regulations related to import, customs and law on international trade ("REGULATIONS ON INTERNATIONAL TRADE") and to obtain the necessary approvals for import / export, unless it is the responsibility of the Purchaser or third persons to obtain such approvals in accordance with the REGULATIONS ON INTERNATIONAL TRADE.

**15.2.** The Supplier is obliged to submit to the Purchaser in writing all the information and data (for each item from the purchase order, delivery note and invoice) required by the Purchaser in order to comply with the REGULATIONS ON INTERNATIONAL TRADE regulating import and export, as well as the re-export of goods and services, as soon as possible, but in any case prior to the Delivery Date.

## **16. Provisions on Compliance with the Law**

**16.1.** The Supplier undertakes to respect and comply with all provisions relating to taxation, the fight against corruption, monopoly, money laundering, environmental protection, employees, and other, i.e. to refrain from any actions that might constitute bribery, violation of basic employee rights or regulations related to the work of children. The Supplier assumes responsibility for the health and safety of its employees and is obliged to comply with applicable environmental protection laws.

**16.2.** Purchaser as a member of the VINCI Group is committed to conducting business honestly, fairly and transparently. Such compliance Purchaser also expects from its suppliers.

Supplier commits to refrain from any actions which could cause any harm to Purchaser and the VINCI Group, in particular any actions which could cause harm to its reputation.

The Supplier shall ensure that in connection with the performance of this Agreement all applicable labour regulations, meaning the laws of the Republic of Serbia and all

applicable documents of the International Labour Organisation (ILO) regarding the engaged persons, meaning the regulations governing the rights of employees, their employment and working environment (minimum standards such as compliance with human rights, prohibition of child labour and forced labour, appropriate remuneration for regular and overtime work, especially prohibition of unreported illegal work, undertaking all necessary measures for protection at work, etc.) are adhered to.

The Supplier will provide a safe and healthy work environment for its employees and engaged persons and will comply with all obligations in the field of occupational safety and health prescribed by applicable regulations.

The Supplier shall not furnish the Purchaser with false (forged) documentation, work without a contract of employment (undeclared work) and without applying for social security of the engaged persons in accordance with the law, deny the right to earnings for the regular and overtime work done. In particular, the Supplier will not exploit or abuse children or employ children under the age of 15, that is, if they are under 18 years of age, will ensure that their engagement is not detrimental to their health or morale.

The Supplier shall ensure that these obligations are binding upon its subcontractors.

The Supplier, under full material and criminal responsibility, represents and warrants the Purchaser, that, as of the date of this Agreement, it fulfills and adheres all obligations declared by this article, and that it will adhere and fulfill these obligations throughout the entire duration period of this Agreement.

If any of the representations or warranties made by the Supplier, from the previous paragraph, are shown to be untrue or incorrect it shall be considered that the violation of the provisions of this Article exists



i.e. a material default, which entitles the Purchaser to terminate the Agreement with immediate effect. Prior to termination of the agreement, the Purchaser at its sole discretion may leave to the Supplier a subsequent deadline for elimination of violations, i.e. compliance with the obligations assumed hereof.

In such case, the Supplier will lose as well its entitlement to the contracted remuneration, unless the Purchaser is enabled to use the services that have been rendered/goods that have been delivered. Without prejudice to the afore-said, the Purchaser is entitled to claim compensation of damages.

In addition to the aforementioned, the Purchaser may exclude the Supplier from the list of suppliers.

**16.3.** The supplier hereby confirms and guarantees that the bank accounts to which his fee will be paid on the basis of the execution of the Purchase Order are kept on his name and exclusively for his account.

**16.4.** All payments to the Supplier will be made via an electronic bank transfer. The Purchaser shall not make payments in cash or other means for the bearer, to the Supplier on account in a country in which the Supplier does not reside or in which services are not provided and no payment will be made, directly or indirectly, through a trustee, intermediary institution, or any third parties.

**16.5.** Compliance with these provisions by the Supplier subcontractors also constitutes the Supplier's Obligation.

**16.6.** Failure to comply with these rules constitutes a gross violation of the Purchase Order and the Purchaser may terminate the Purchase Order with the immediate effect.

## **17. Liability**

**17.1** Legislation on liability will apply, unless otherwise agreed.

**17.2.** Without the right to remedy, the Supplier will not consider the Purchaser liable in respect of claims, disputes, losses, financial obligations, damages, costs and expenses - including the costs of lawyers arising out of (i) breach of obligations or warranties given by the Supplier; (ii) claims for the protection of intellectual property rights of third parties (in particular patent law, trademark or copyright) relating to the product / license that has been delivered; (iii) non-compliance with laws and other regulations; or, (iv) claims for bodily injury or damage to property resulting from, or in connection with the distribution and / or use of the supplied product / license. The Purchaser shall notify the Supplier without delay in writing of the existence of such claims.

**17.3** In case of any claims towards the Purchaser in accordance with the provisions of the Law on Obligations of the Republic of Serbia or in accordance with any other laws or regulations due to the alleged lack of a product or service in the Purchase Order, the Supplier shall indemnify the Purchaser in case of any proceeding, litigation, complaints, requests, expenditures, fees and expenses (including legal costs and expenses) incurred on this basis.

## **18. Environment and waste**

**18.1** The Supplier is obliged to remove all waste resulting from its operation during the execution of the Purchase Order at its own risk and at its expense. Supplier, manufacturer or seller will participate in collection or recycling in accordance with the Law on Environmental Protection (Official Gazette of RS, No. 135/2004, 36/2009, 72/2009, 43/2011, 14/2016, 76/2018 and 95/2018) and other applicable regulations in the field of environmental protection and improvement.

## **19. Form and language of the Purchase Order**

**19.1** The Purchase Order, any amendment and / or supplement shall be legally valid only

if they are made in writing and if signed by both Contracting Parties.

**19.2.** The language of the Purchase Order will be Serbian. In case that the Purchase Order is compiled bilingually (Serbian-English language) and that the contracting parties have not chosen the official version, the text of the Purchase Order in the Serbian language will prevail.

**19.3.** In case of a dispute, the Supplier shall be obliged to continue performing the obligations under the Purchase Order.

**20. Applicable law; competent court**

**20.1.** For all disputes arising out of the contractual relationship between the Purchaser and Supplier, the applicable law shall be the law of the Republic of Serbia.

**20.2.** All disputes arising from the Purchase Order will be amicably settled between Purchaser and Supplier. If disputes are not able to be solved amicably, competent court in Belgrade with the application of positive regulations of the Republic of Serbia will be in charge.

**20.3.** The application of the United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL UN Convention on International Trade Law) is excluded.

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