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GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS

Notice: Sale of any Products or Services, as each is defined in the Contract, is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase products or receive services shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance. Fulfillment by Seller of any order by Buyer shall not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

DEFINITIONS

Supplier means the entity providing Products or performing Services under the Contract.

Buyer means the entity to which Seller is providing Products or Services under the Contract.

Contract means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products and/or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement, but expressly excluding any additional or different terms proposed by Buyer in accordance with the Notice provision above. Unless expressly agreed to in writing and signed by seller, the Terms and Conditions shall take precedence over other documents included in the Contract.

Article 1

SUBJECT OF CONTRACT

1.1 Subject to Contract is purchase of goods produced by the Seller.

1.2 The Seller is obligated to deliver the goods to the Buyer according to the individual order, and the Buyer is obligated to pay the price of the delivered goods to the Seller.

Article 2

TERMS OF PAYMENT

2.1 The price of the goods will be determined individually for every order taking into consideration to the current price on the market. The Seller will send an invoice to the Buyer for every delivery.

2.2 The Buyer is obligated to pay the price of the delivered goods according the invoice within the term and under the condition agreed for every order individually.

2.3 If the Buyer does not pay in due time or refuses to pay the invoiced value of the products in contracted term of payment, legal interest rate according to the applicable regulation will be charged by the Seller of the unpaid invoiced value.

2.4 All sales taxes, tariffs and other governmental charges shall be paid by buyer and are buyer's responsibility except as limited by law.

2.5 The agreed price does not include any costumes duties and bank charges. Bank charges outside business banks are for buyer's account (bank term OUR).

Article 3

DELIVERY TERMS

3.1 The goods will be delivered within the term and under the condition agreed in the order confirmation.

3.2 Goods are sold delivered to their destination and the Seller will determinate the route and the means of transport.

3.3 The Buyer will supply the Seller with the necessary delivery arrangements and all appropriate information, including import certificates, licences etc.

3.4 Delivery terms shall not be regarded as binding and delays in delivery shall not entitle the Buyer to claim any damages resulting there from.

Article 4

WARRANTY

4.1 The Seller guarantees that the goods subject to the Contract are free from substantive defects in workmanship and materials.

4.2 Seller warrants that the goods are now free from any security interest or other lien or encumbrance, that they shall be free from same at the time of delivery, and that he neither knows nor has reason to know of any outstanding title or claim of title hostile to his rights in the goods.

Article 5

TRANSFER OF RISK

5.1 The risk of damage and/or lose of the goods passes to the buyer when he takes over the goods or if he fails to do so in due time, from the time when the goods are placed at his disposal and he commits a breach of contract by failing to take delivery.

5.2 Loss of or damage to the goods after the risk has passed to the Buyer does not discharge him from his

obligation to pay the price, unless the loss or damage is due to an act of omission of the Seller.

Article 6

INSPECTION AND CLAIMS

6.1 The Buyer is obligated to inspect the delivered goods immediately after the delivery. The Seller has the right to oversee the examination of the goods.

6.2 All claims upon the quality of the goods have to be worked on directly between the Buyer and the Seller. The buyer should notify the claim within 3 days from receiving the goods for apparent defects. In case of hidden defects the Buyer must notify the Seller in written within 3 days from the discovery of the hidden defects, but not later than 90 days from the day on which the goods were actually handed over to the Buyer.

6.3 The Buyer's failure to notify the Seller for the defects in the stipulated period of time will constitute irrevocable acceptance of the goods.

6.4 Any claim arising from the present contract must be supported by an independent recognised surveyor's control certificate written on English.

6.5 The claim should be accompanied by the following necessary information:

- Invoice no.
- Description of the goods, packing and weight
- Report from authorized independent organization
- Photos and description of the reason for claim
- Photos of labels for claimed material

6.6 The inspection of the goods is to be arranged by the Buyer at its own cost. In the respect the Buyer has to inform the Seller about its intention to perform the inspection by prior written notification sent at least 3 days before the inspection. The Seller reserves the rights to organize the presence of its own representative during the inspection and /or to inspect the reported goods and to take any required samples for its own testing.

6.7 The parties hereby acknowledge that the result of the independent agency shall be final and binding on them.

6.8 Without admitting any exception, the Seller's liability on any possible confirmed claims is limited only to the value of the Products which are found defective.

6.9 The partial claim on the products does not absolve the Buyer from the responsibility of not paying the invoice. Invoices that are due have to be paid in full regardless of any claims. Claims will be settled on independent basis.

6.10 All claims relating to the quantity will be settled on the basis of the weighing at the Mill.

6.11 The Seller makes no warranties with respect to the quality, content, condition or useful of the Products for a particular purpose.

6.12 Regarding the Buyer's use of the goods for further processing, the Seller shall not be liable to any claims from the sale of the Buyer's product.

6.13 The seller will not accept claims for products that are further processed. In order for a claim to be valid the products have to be in their original state i.e the state in which they were delivered to the customer.

6.14 Claimed goods must be safely stored inside protected from atmospheric conditions. Material that is outside and rusty will not be subject of claim.

6.15 Any material subject to a complaint must be accompanied by labels from the manufacturer.

Even in case of changing the labels by the buyer, the original labels from the Seller must be kept and submitted along with the other documents.

Article 7

FORCE MAJEURE

7.1 The Seller will not be held liable for any delay or impairment or performance resulting in whole or in part of events out of the control of the Seller, such as war, civil conflicts, floods, fire, earthquakes, order or acts of any governmental body or agency, etc.

7.2 In any such event, Seller will be entitled to additional time to perform his obligation as may be reasonably necessary.

7.3 This provision will apply to the Buyer as well.

7.4 The occurrence of any event of force majeure shall be notified in writing to the other party within 3 days of the occurrence of the event.

Article 8

DISPUTE SETTLEMENT

8.1 Any dispute arising out or in connection of or in connection with Contract, including any question regarding its existence, validity or termination will be settled by negotiation. The parties will approach and will lead the negotiation in good faith and with respect of international trade law and trade customs.

8.2 In case of failure of the negotiation, the parties of Contract will submit the dispute to the court according the seat of the Debtor for decision. The decision of the court will be final and binding for both parties.

Article 9

TERMINATION

9.1 In addition to any remedies that may be provided under these Terms and Conditions, Seller may terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Article 10

EFFECTIVENESS AND MISCELLANEOUS

10.1. All items of these conditions come into force with the order confirmation sent by the Supplier to the Buyer.

10.2 Any matters not covered in this General terms of sale shall be mutually negotiated by both parties and be set forth in the supplementary agreements, which have the same legal effect.

10.3 Termination of Contract must be given in written.