

PRILOG 2	SCHEDULE 2
Opšti uslovi	General Terms and Conditions
<p>Sledeći uslovi se primenjuju na kupovinu agregata od BEO ČISTA ENERGIJA D.O.O. kao Prodavca (<b>BČE</b>):</p>	<p>The following terms and conditions apply to the purchase of Aggregate from BEO ČISTA ENERGIJA D.O.O. as Seller (<b>BCE</b>):</p>
<p>1. Pristankom na kupovinu agregata od BČE, kupci su saglasni sa primenom ovih Opštih uslova na takvu prodaju i kupovinu.</p>	<p>1. By agreeing to purchase Aggregate from BCE, the purchasers agree to the application of these General Terms and Conditions to such sale and purchase.</p>
<p>2. Narudžbenice se prihvataju po cenama važećim u trenutku prijema narudžbenice.</p>	<p>2. Purchase Orders are accepted at the prices valid at the time of receipt of the Purchase Order.</p>
<p>3. Najniža vrednost narudžbenice: 400,00 EUR (neto).</p>	<p>3. Minimum value of the Purchase Order: EUR 400,00 (net).</p>
<p>4. Minimalna količina: BČE prihvata samo narudžbenice za jedan ili više kamiona sa minimalnom ukupnom količinom od 200 tona.</p>	<p>4. Minimum quantity: BCE only accepts Purchase Orders for one or more trucks with minimum total quantity of 200 tons.</p>
<p>5. Vreme utovara:</p> <ul style="list-style-type: none"> <li>- od ponedeljka do petka</li> <li>- od 7.30h do 15.30h.</li> </ul>	<p>5. Hours for loading:</p> <ul style="list-style-type: none"> <li>- From Monday to Friday</li> <li>- From 7.30am to 3.30pm</li> </ul>
<p>6. Uslovi isporuke: U slučaju da privremeno ne postoje dovoljne količine agregata iz bilo kog razloga, Prodavac može po sopstvenom nahođenju u svakom trenutku odbiti narudžbenicu ili razdvojiti narudžbenicu tako što će obezbediti količinu koja je dostupna na traženi datum, a preostale količine će obezbediti u narednom periodu čim postanu dostupne.</p>	<p>6. Delivery terms: In case of temporary lack of Aggregate for any reason whatsoever, the Seller may in its sole discretion at any time refuse the Purchase Order or split the Purchase Order by providing what is available on the requested date with the remaining quantities to be provided in the following period upon availability.</p>

7. BČE zadržava pravo da odbije utovar u kamion za prevoz ako ne ispunjava bezbednosne zahteve.	7. BCE reserves the right to refuse the load of the truck used for the transportation if it does not meet safety requirements.
8. Nakon utovara, Kupac mora pokriti agregat (0/32) ceradom da bi se sprečilo širenje prašine tokom prevoza, a sve prema Zakonu o bezbednosti saobraćaja na putevima („Službeni glasnik RS“, br. 41/2009...128/2020 – drugi zakon, izmenjen i dopunjen s vremena na vreme).	8. The Purchaser must cover the aggregate (0/32) after loading with a tarpaulin to avoid dust emission during the transportation all in accordance with Law on Road Traffic Safety (“Official Gazette RS”, No. 41/2009...128/2020 – other law, as amended from time to time).
9. BČE zadržava pravo da odbije narudžbenice koje, prema sopstvenom nahođenju, nisu usaglašene sa komercijalnom politikom ili uslovima Ugovora o javno-privatnom partnerstvu potpisanim sa gradom Beogradom.	9. BCE reserves the right to refuse Purchase Orders which, at its sole discretion, are not compatible with its commercial policy or the terms of its Public-Private Partnership Contract with the City of Belgrade.
10. Narudžbenice se izvršavaju po paritetu franko fabrika (Ex Works) na lokaciji u Vinči, GPS koordinate N44°46'41" E20°35'14", u skladu sa INCOTERMS 2020. BČE ne snosi nikakvu odgovornost za osiguranje, prevoz, ili carinu u vezi sa prodatim agregatom.	10. Purchase Orders are performed on the basis of EXW (Ex Works) Vinča Site, GPS coordinates N44°46'41" E20°35'14", pursuant to INCOTERMS 2020. Any liability of BCE for insurance, transport, or customs in respect of the sold Aggregate is expressly excluded.
11. BČE će učiniti dostupnim usluge korišćenja opreme za utovar, odnosno usluge utovara.	11. BCE will make available the services of use of equipment for loading and/or the services of loading.
12. Pakovanje: bez naknade.	12. Packaging: free.
13. Kupci imaju mogućnost da pregledaju agregat na lokaciji u Vinči prilikom preuzimanja tako što će angažovati akreditovanu laboratoriju o sopstvenom trošku uz prethodnu najavu 2 dana ranije.	13. Purchasers have the opportunity to inspect the Aggregate at the Vinča site on handover, by hiring an accredited laboratory and at the expense of the Purchaser with prior announcement 2 days in advance.
14. Sve primedbe i pritužbe u vezi sa količinom, kvalitetom i mogućim nedostacima prodatog agregata moraju se odmah proslediti BČE sa odgovarajućim podacima u skladu sa zakonom.	14. Any objections and complaints concerning the quantity, quality and possible defects of the Aggregate sold must be notified to BCE promptly and with corresponding detail in terms of the law.

<p>15. Agregat je rezultat procesa reciklaže otpada od građenja i rušenja i ne odgovara standardnom kamenom agregatu ili šljunku. U punoj meri dozvoljenoj važećim zakonom, ne postoji nikakva odgovornost BČE za materijalne nedostatke u smislu Zakona o obligacionim odnosima, niti se daju bilo kakve garancije za prodati agregat.</p>	<p>15. The Aggregate is result of the process of recycling of construction and demolition waste and it is not equal to standard stone aggregate or gravel. To the full extent permitted by applicable law, BCE's obligation for material deficiencies within the meaning of the Law on Obligations is excluded and no warranties are granted in respect of the sold Aggregate.</p>
<p>16. Najnoviji izveštaj o hemijskom, ekološkom i mehaničkom ispitivanju agregata [br. I-6503/21 koji je izdao INSTITUT MOL DOO] je kontinuirano dostupan na: <a href="https://www.bcenergy.rs/rs/obavestenje-o-otkupu-agregata/">https://www.bcenergy.rs/rs/obavestenje-o-otkupu-agregata/</a>.</p>	<p>16. The latest report on the chemical, ecological, and mechanical testing of the Aggregate [no. I-6503/21 issued by INSTITUT MOL DOO] is continuously available here: <a href="https://www.bcenergy.rs/rs/obavestenje-o-otkupu-agregata/">https://www.bcenergy.rs/rs/obavestenje-o-otkupu-agregata/</a>.</p>
<p>17. Prodavac ne prihvata vraćanje agregata od strane bilo kog kupca ili trećeg lica na lokaciju u Vinči bez prethodno postignutog pismenog dogovora između strana o takvom vraćanju u skladu sa važećim zakonom, Ugovorom o javno-privatnom partnerstvu sa gradom Beogradom, i internih politika kompleksa u Vinči u okviru kojeg se nalazi postrojenje za energetska iskorišćenje otpada i deponija. Kupac snosi sve troškove u vezi sa svim dozvoljenim vraćanjima.</p>	<p>17. The Seller shall not accept return of any of the Aggregate by any purchaser or third party to the Vinča site without prior written agreement between the parties on such return in accordance with applicable law, the Public-Private Partnership Contract with the City of Belgrade, and the internal policies of the Vinča energy-from-waste and landfill complex. The purchaser shall bear any costs associated with any permitted return.</p>
<p>18. Kupovinom agregata sa lokacije u Vinči, Kupac se obavezuje da prijavi BČE namenu i primenu kupljenog agregata.</p>	<p>18. By purchasing Aggregate from the Vinča site, the Purchaser undertakes the obligation to report to BCE the purpose and the resulting application of the purchased Aggregate.</p>
<p>19. Pored drugih odgovornosti koju može imati prema građanskom ili krivičnom zakonu, Kupac prihvata odgovornost prema BČE za svaku materijalnu ili reputacionu štetu u slučaju zloupotrebe ili odlaganja na deponiju kupljenog agregata ili njegove upotrebe u suprotnosti sa njegovom</p>	<p>19. In addition to any other liability, it may have under civil or criminal law, the Purchaser accepts liability to BCE for any material or reputational damages in case of misuse or the occurrence of landfilling of any of the purchased Aggregate or its use contrary to its intended and environmentally acceptable purpose.</p>

predviđenom i ekološki prihvatljivom namenom.	
20. Cene agregata su navedene u cenovniku BČE koji je dostupan na: <a href="https://www.bcenergy.rs/rs/obavestenje-o-otkupu-agregata/">https://www.bcenergy.rs/rs/obavestenje-o-otkupu-agregata/</a> .	20. The Purchase Prices for the Aggregate are set out in BCE's Pricelist available at: <a href="https://www.bcenergy.rs/rs/obavestenje-o-otkupu-agregata/">https://www.bcenergy.rs/rs/obavestenje-o-otkupu-agregata/</a> .
21. Cene navedene u Cenovniku su iskazane bez PDV koji se obračunava i zaračunava u skladu sa Zakonom o porezu na dodatu vrednost Republike Srbije.	21. The Purchase Prices set out in the Pricelist are net of VAT which shall be calculated and charged in accordance with the Serbian Law on Value Added Tax.
22. Ako bilo koje plaćanje ili iznos novca koje Kupac duguje BČE ne bude plaćeno do datuma dospeća, obračunava se zakonska zatezna kamata po stopi utvrđenoj Zakonom o zateznoj kamati koju objavljuje Narodna banka Srbije za period od datuma dospeća (bilo pre ili posle neke presude ili odluke) do datuma kada je izvršena uplata.	22. Where any payment or sum of money due from the Purchaser to BCE is not paid on or before the due date, it shall bear interest thereon at the statutory interest rate determined under the Law on Default Interest and published by the National Bank of Serbia from the due date (whether before or after any judgement or award) and until factual payment.
23. Ako Kupac ne izvrši plaćanje bilo kojeg iznosa koji duguje BČE u celosti, BČE ima pravo da iskoristi sva druga prava i pravne lekove, uključujući pokretanje postupka izvršenja i raskid bilo kog sporazuma koji je na snazi, uključujući zadržavanje naručenog agregata sve dok se ne u potpunosti ne plate svi iznosi koji su dospeli i plativi BČE.	23. If the purchaser fails to pay any amount owed to BCE in full, BCE has the right to use all other rights and remedies, including initiation of public enforcement proceedings and termination of any agreement in place, including the withholding of any ordered Aggregate until all amounts due and payable to BCE are fully and duly paid.
24. Osim ukoliko arbitražni sud ili državni sud nije konačno utvrdio obavezu plaćanja BČE prema Kupcu, Kupac nema pravo na kompenzaciju i izvršiće plaćanje za agregat u celosti bez ikakve kompenzacije.	24. Unless a payable by BCE to the purchaser has been finally determined by an arbitral tribunal or court of law, the purchaser shall have no rights of set off and shall make the payment for the Aggregate in full without any set off.
25. Ovi Opšti uslovi tumače se prema zakonu Republike Srbije bez primene pravila o sukobima zakona. Konvencija UN o ugovorima o međunarodnoj prodaji robe (CISG) se ne primenjuje.	25. These General Terms and Conditions are governed by Serbian law without application of the conflicts of laws rules. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
26. Svi sporovi koji nastanu iz ili u vezi sa ovim Opštim uslovima ili transakcijom koja je ovim predviđena, uključujući njihovu	26. All disputes arising out of or in connection with these General Terms and Conditions or transaction contemplated hereby,

važnost, ništavost i raskid, konačno se rešavaju arbitražom organizovanom u skladu sa Pravilnikom Beogradskog arbitražnog centra (Beogradska pravila). Broj arbitara je tri. Sedište arbitraže je Beograd, Srbija. Jezik arbitražnog postupka je srpski.

including their validity, nullity and termination, shall be finally settled by arbitration organized in accordance with the Rules of the Belgrade Arbitration Center (the Belgrade Rules). The number of arbitrators shall be three. The place of arbitration shall be Belgrade, Serbia. The language to be used in the arbitral proceedings shall be Serbian.