

**GENERAL TERMS AND CONDITIONS
OF SALE OF FERTILIZERS
OF ELIXIR GROUP
to the buyers in foreign markets
effective from 30 May 2024**

1. GENERAL PROVISIONS

1.1 These General Terms and Conditions of Sale (the "**General Terms**") govern the sale and delivery of all types of fertilizers by any of the following Elixir group companies as sellers:

1.1.1 **DOO ZA PROIZVODNJU, PROMET I USLUGE ELIXIR GROUP ŠABAC**, with corporate ID no. 07627645 and registered seat in Šabac, street Hajduk Veljkova 1, 15000 Šabac, Republic of Serbia,

1.1.2 **PREDUZEĆE ZA PROIZVODNJU MINERALNIH ĐUBRIVA ELIXIR ZORKA – MINERALNA ĐUBRIVA DOO ŠABAC**, with corporate ID no. 20564849 and registered seat in Šabac, street Hajduk Veljkova 1, 15000 Šabac, Republic of Serbia,

1.1.3 **ELIXIR PRAHOVO INDUSTRIJA HEMIJSKIH PROIZVODA DOO PRAHOVO**, with corporate ID no. 07309783 and registered seat in Prahovo, street Braće Jugovića 2, 19330 Prahovo, Republic of Serbia,

(hereinafter referred to individually as "**Elixir**")

to buyers with registered seat outside the territory of the Republic of Serbia (hereinafter referred to individually as the "**Buyer**", and collectively with Elixir as the "**Parties**").

1.2 These General Terms apply to every agreement of sale or delivery of goods entered into by and between Elixir as the seller to the Buyer (the "**Agreement**") executed after the date of these General Terms.

1.3 The terms "goods" and "delivery" as used herein apply with the same meaning to all types of fertilizers that are manufactured, sold, or delivered by Elixir.

1.4 References to articles or provisions in these General Terms refer to the articles and provisions of these General Terms.

1.5 All Agreements, invitations to make an offer, offers, purchase orders, delivery notes, invoices and other documentation related to the sale or delivery of goods (the "**Documentation**") shall be deemed to include these General Terms and they shall bind the Parties if they (a) are published on the following website of Elixir: [Elixir General terms-and-conditions-of-sale-of-fertilizers-for-foreign-markets.pdf \(elixirgroup.rs\)](https://elixirgroup.rs/elixir-general-terms-and-conditions-of-sale-of-fertilizers-for-foreign-markets.pdf), or (b) are delivered in any manner to the Buyer (including via email), its employees, directors, representatives, agents, advisors, or other individuals engaged in connection with the Agreement, or (c) were known or should have been known to the Buyer at the time of entering into the Agreement.

1.6 Unless otherwise agreed in writing, Elixir expressly rejects the applicability of standard or contradictory purchase or procurement terms and conditions of the Buyer, whether stated in the Documentation or provided to Elixir in any other manner. Silence on the part of Elixir shall not be considered as implied acceptance of the Buyer's terms and conditions of purchase or procurement.

1.7 Any deviations from individual clauses of these General Terms shall be valid only if legal representative or procurist of Elixir has signed a written agreement or document explicitly amending a specific provision of these General Terms by reference to them. Such agreed deviations from these General Terms may apply only to the specific sale or delivery of goods or the Agreement and shall not be applicable to any other sale or delivery of goods.

1.8 The Buyer may review the currently valid version of the General Terms at any time on Elixir website: [Elixir General terms-and-conditions-of-sale-of-fertilizers-for-foreign-markets.pdf \(elixirgroup.rs\)](https://elixirgroup.rs/elixir-general-terms-and-conditions-of-sale-of-fertilizers-for-foreign-markets.pdf)

2. CONCLUSION OF THE AGREEMENT

2.1 Upon the Buyer's request or at Elixir's initiative, Elixir provides the Buyer with a non-binding and Indicative offer for each individual delivery of goods (the "**Indicative Offer**"), along with a purchase order form for that specific delivery. The purchase order form includes a reference number, information about the Parties, contact persons and addresses for receiving notices, type of goods (formulation), price, payment terms, packaging, quantity, delivery time and delivery parity as well as any other relevant elements.

2.2 In case of agreement with the Indicative Offer, the Buyer submits a purchase order to Elixir (sent by post in two original copies or scanned via email) with reference to the number provided in the Indicative Offer,

signed by the legal or authorized representative of the Buyer.

2.3 The Parties shall be deemed to have entered into the Agreement only when legal representative or procurist of Elixir signs the purchase order previously signed and submitted by the Buyer, as proof that Elixir has accepted the purchase order for goods under the conditions specified in the purchase order and duly signed purchase order is delivered to the Buyer (sent by post or via email). The Agreement thus concluded shall exclusively bind Elixir entity specified in the Agreement and the one that signed the purchase order as the Party. Other Elixir group companies shall not be considered as Parties, nor shall they be responsible for the execution of the Agreement in any way.

2.4 Indicative offers or any other offers from Elixir, the acceptance of a Buyer's offer or other agreements with Buyers (whether written, via email, oral, or implied) or actions shall not be binding to Elixir, except in the case of (a) entering into an Agreement as stated in Article 2.3 or (b) a written Agreement that explicitly amends or terminates these General Terms, signed by legal representatives of the Parties.

2.5 In order to be valid, amendments or additions to the terms of the purchase order or the Agreement concluded in this manner, must be confirmed by a written document signed by legal representative or procurist of Elixir.

3. ELECTRONIC SIGNATURE

The Parties may sign the Documents using a qualified electronic signature or by exchanging scanned copies of signed Documents via email, which shall have the same legal effect as the signed original Documents.

4. IDENTIFICATION OF THE BUYER

4.1 Each new Buyer is required to provide Elixir with the following documents, together with their certified translations into Serbian language: (i) excerpt from the register of business entities of the country of the Buyer's incorporation, not older than 3 (three) months, (ii) a record of the deposited signatures of its legal representatives and persons authorized to dispose of funds, if they are different individuals, and (iii) other information that Elixir may reasonably request for Buyer's identification.

4.2 When entering into agreements with new Buyers, Elixir reserves the right to conduct a creditworthiness check of the new Buyer before entering into the Agreement.

5. TERMS OF DELIVERY

5.1 Elixir shall deliver to the Buyer the agreed quantity of goods, successively according to the delivery parity specified in the purchase order based on INCOTERMS 2020 rules, as amended and supplemented from time to time. If the purchase order does not define the delivery parity, it shall be considered that the delivery parity is agreed as FCA factory of production of Elixir.

5.2 Elixir undertakes to provide the following, with each shipment of goods, in one copy: the original invoice, delivery note, quality report issued by the manufacturer, waybill, manufacturer's statement, and MSDS safety data sheet if required by applicable regulations as well as other documents that the Buyer may request.

5.3 The risk of damage or destruction of the goods passes from Elixir to the Buyer in accordance with the accepted Incoterms 2020 rules. Damage or destruction of the goods after the transfer of risk to the Buyer does not release the Buyer from the obligation to pay the price for the purchased goods.

5.4 Elixir may deliver the ordered goods in a quantity that deviates by 5% more or less from the quantity specified in the purchase order. In this case, the Buyer is obligated to accept the delivery and pay for the quantity of goods actually delivered.

5.5 In the event of a delay in delivery due to the fault of the Buyer, the risk passes to the Buyer from the moment when the goods are ready for delivery on the last day of the delivery period.

5.6 Ownership rights over the goods transfer from Elixir to the Buyer at the moment of taking possession of the goods by the Buyer.

5.7 The Buyer is obligated to, timely, and no later than two (2) days before the intended handover of the goods, provide Elixir with instructions for the delivery of goods (including specified elements related to the type and approximate quantity of goods for delivery, as well as all other information related to the means of transport by which the goods will be shipped) by email at: supply@elixirzorka.rs and/or supply@elixirprahovo.rs.

5.8 If Elixir is unable to deliver the goods within the agreed period and informs the Buyer thereof at least two (2) days before the planned delivery date, the Parties will make efforts in good faith to reach an agreement on a new delivery date. In case the Parties do not reach an agreement on a new delivery date within 14

(fourteen) days from the expiration of the original delivery date, it shall be considered that Elixir can make the delivery within 30 (thirty) days from the expiration of the original delivery date, by notifying the Buyer to take over the goods at least two (2) days in advance. If Elixir fails to deliver the goods even in the subsequent period (whether based on an agreement with the Buyer or an additional period from this Article), the Buyer has the right to terminate the agreement in respect to undelivered quantity of goods.

5.9 The Buyer remains obligated to pay the agreed price if it delays in accepting the delivery of the goods. In such case, Elixir will store the goods that are the subject of delivery at the expense of the Buyer. Elixir has the right to terminate the Agreement and destroy such goods at the expense of the Buyer, or dispose of the goods in any other way, if the Buyer is in default of taking over the goods for more than 15 (fifteen) days.

6. PACKAGING AND MARKING OF GOODS

6.1 The purchased goods are delivered in bulk, in packaging of 25/1 on a pallet, stretch-wrapped, non-returnable, and/or in Big Bag packaging of 400/1, 500/1, 600/1, 1000/1, 1100/1 and 1200/1 PP/PE, non-returnable, as agreed in the purchase order.

6.2 These standard packaging options are included in the price of the goods.

6.3 Elixir is obligated to deliver the goods in packages that are suitable for the agreed type of goods and ensures its complete safety from damage during transport by all means of transportation, including transshipment, provided that the goods are handled properly in accordance with the instructions provided by Elixir and good industry practice.

7. PRICE

7.1 The purchase price at which the Buyer purchases goods from Elixir is agreed upon in the purchase order for each individual order, depending on the type of goods, ordered quantity, terms and methods of payment, terms and methods of delivery and other relevant market conditions at that time.

7.2 The price for goods may be agreed in euros or dollars, and payment is made in the agreed currency, unless otherwise agreed in the purchase order.

7.3 The price for goods does not include, unless expressly agreed otherwise in the purchase order, (i) transportation, storage, and logistics costs, (ii) value-added tax, (iii) other taxes, fees, or charges, such as customs duties, payable in connection with the sale of goods, (iv) warehousing costs, and (v) fees for processing and/or manufacturing that may be imposed. The Buyer will bear all the costs listed from (i) to (v). Elixir is authorized to pass on all the aforementioned costs to the Buyer in the event that the payment of any of the specified costs is made by Elixir.

8. PRICE PAYMENT

8.1 The Buyer fulfils the obligation to pay the price under the concluded Agreement within the period specified in the issued invoice, by transferring the agreed amount to Elixir's current account in accordance with the instructions in the invoice. If the payment term is not specified in the purchase order, the Buyer is obligated to pay the price within 30 (thirty) days from the date of issuance of the invoice by Elixir.

8.2 The Buyer shall not have the right to set-off its claims against the obligation to pay the price to Elixir, nor shall it have the right to withhold or reduce any part of the price owed to Elixir on any basis. The Buyer shall bear all banking commissions and fees related to the payment of the price to Elixir.

8.3 In case of default in payment of the price, Elixir has the right to:

8.3.1 suspend future deliveries to the Buyer, including those already agreed upon, until the Buyer settles the debt in full;

8.3.2 demand an advance payment for future deliveries;

8.3.3 terminate the agreement in case of default longer than 15 (fifteen) days and claim damages for non-performance;

8.3.4 demand payment of statutory default interest; and/or;

8.3.5 demand compensation for all costs incurred in connection with the collection of the outstanding amount.

8.4 If the Buyer is in default of the payment obligation for more than 15 (fifteen) days or if the Buyer's bank accounts are blocked in enforced collection, Elixir may declare all its monetary claims against the Buyer, on any basis, immediately due and payable.

8.5 The Buyer may make payment according to subsequently changed instructions provided by Elixir only if the purchase order has been previously amended and signed by both Parties, specifying the changed payment instructions.

- 8.6 The Buyer bears the risk and is responsible for incorrect payments, including payments based on information about changes in payment instructions received in any other way. In the case of incorrect payments, the Buyer is solely responsible for that error and all resulting damages and will not be released from the obligation to pay the agreed price to Elixir.
- 8.7 The Buyer shall not have the right to dispute invoices issued in accordance with the purchase order issued in accordance with the provisions of these General Terms.
- 8.8 The Buyer is obliged to inform Elixir of any other objections regarding the content of the invoice no later than 3 (three) days from the date of receipt of the invoice. After this period, the invoice shall be deemed accepted by the Buyer.

9. TAXES

- 9.1 The Buyer is obligated to promptly and without specific request provide Elixir with all (transport) confirmations, documents and certificates in the appropriate form, and, upon request by Elixir, other written statements or documents that are or may be a prerequisite for exemption from VAT, sales tax, other taxes, customs duties, or any public levy applicable to the delivery of goods or export (the "Tax").
- 9.2 The Buyer is obliged to pay all import duties (Tax) in the country of destination of goods, unless otherwise defined by the INCOTERMS clause in the purchase order.
- 9.3 If the Buyer fails to comply with the aforementioned obligations or does not fulfill them in a timely manner, (i) Elixir reserves the right to invoice the Buyer for the Tax together with the purchase price or thereafter, and (ii) the Buyer will fully indemnify Elixir for all Taxes it must pay or damages incurred in connection with it. The Buyer will promptly pay any applicable Tax separately invoiced by Elixir in case of a tax authority control.
- 9.4 The Buyer shall promptly inform Elixir of the application of withholding income Tax upon delivery of goods in the country of the Buyer's incorporation. Upon receipt of such notification, Elixir will provide the Buyer with all necessary documentation, including residency certification for the application of the relevant double taxation avoidance agreement, required to reduce the Tax (withholding income tax) or for exemption from the Tax liability (withholding income tax). The Buyer is obligated to ensure that the tax authorities in the country of the Buyer's incorporation receive all necessary information promptly to ensure that withholding income Tax on the delivered goods is not charged.
- 9.5 If withholding income Tax exemption is not possible, the Buyer will increase the price for the goods and pay the increased price so that after the payment of withholding income Tax, Elixir receives the net amount of the price it would have otherwise received without the application of withholding income Tax.
- 9.6 The Buyer is responsible for any additional Tax payment obligation arising from inaccurate or incomplete information provided to Elixir.
- 9.7 Elixir will not bear any negative consequences arising from possible changes in legal and tax regulations; Taxes and other fees resulting from such changes are the responsibility of the Buyer. The Buyer ensures that all such Taxes are reported and paid in full within the legal deadlines.

10. PAYMENT SECURITY INSTRUMENTS

- 10.1 Upon prior request and before entering into each Agreement, the Buyer undertakes to, provide Elixir with two (2) blank promissory notes issued and registered by the competent authorities of the country of Buyer's incorporation, with an appropriate authorization allowing Elixir to, in accordance with the Agreement and the law governing promissory note transactions in each individual case, fill in the amount of the debt and with the clause "without protest" (or an equivalent clause existent in the applicable law) and submit it for collection, or an equivalent payment security instruments existing in the country of Buyer's incorporation that Elixir may request at its discretion.
- 10.2 If one of the promissory notes is submitted for collection under the agreed conditions, and at that moment there are other monetary obligations of the Buyer from the Agreement that have not yet become due for payment, the Buyer will promptly provide Elixir with a new promissory note under the same conditions determined in the previous Article with the corresponding promissory note authorization. In the event that this procedure is repeated several times, the Buyer undertakes to provide a new promissory note and promissory note authorization each time, until all obligations under the Agreement are fulfilled.
- 10.3 Elixir may condition the delivery of the goods with deferred payment of the price by (i) establishing a pledge on movable or immovable property of the Buyer or a third party, (ii) contracting joint surety or accession to debt with another legal entity or natural person of adequate credit worthiness according to Elixir's assessment, (iii) providing a bank guarantee or letter of credit from a bank acceptable to Elixir, or (iv) any other form of payment security acceptable to Elixir. Elixir has the right, at its complete discretion,

to assess whether in each specific case reasons to introduce payment security exist and to determine an adequate instrument of security. In such case, the delivery of the goods will be executed only after establishing of the required security.

- 10.4 If none of the payment security instruments for a particular delivery of goods has been agreed upon at the time of entering into the agreement, and Elixir assesses, after the delivery, that reasons justifying additional security have arisen, the Buyer will promptly take all necessary actions to establish the required form of payment security upon the first request of Elixir.
- 10.5 If the Buyer does not provide the required instrument of security upon the first request of Elixir in accordance with the previous paragraph, that is, does not deliver a new promissory note to Elixir, within three (3) days from the date of receipt of the request at the latest, Elixir has the right to unilaterally declare all its claims against the Buyer that exist at that time as due and to take all legal measures for their collection on the next business day after the expiration of that period.

11. QUALITY OF GOODS

- 11.1 Elixir declares to the Buyer that at the time of delivery the quality of the goods complies with:
- 11.1.1 mandatory regulations and quality standards for products in force in the Republic of Serbia at the time of the entering into the Agreement;
 - 11.1.2 the agreed specifications or samples specified in the purchase order signed by Elixir; and
 - 11.1.3 certificates if issued by the manufacturer for that specific product.
- 11.2 If required by relevant regulations or agreed upon, Elixir will provide a certificate of quality issued by the manufacturer, confirming the quality of the goods, together with the goods that are the subject of the agreement.
- 11.3 Elixir is not responsible for any changes in the quality of goods, resulting from improper handling and storage by the Buyer. Statements by Elixir regarding the quality of goods automatically cease in the event of alterations, unauthorized or improper handling or use of the goods by the Buyer or third parties.
- 11.4 Apart from the statements mentioned in Article 11.1, Elixir does not make any other express or implied statements or warranties regarding the quality of goods, and any other statements or warranties are excluded to the fullest extent permitted by applicable laws. Elixir expressly makes no statements, warranties, and does not accept any responsibility for (a) compliance with the laws, standards, and regulations of a country other than the country where the registered seat of the production site is located, or (b) statements on its website, in advertising materials or publications in catalogues, printed media, electronic media, or social networks.
- 11.5 Testing the functionality, quality, and suitability of the products for their intended purpose is the exclusive responsibility of the Buyer. This also applies to any interaction of the goods with the environment, other raw materials or materials for agricultural, manufacturing, and other purposes.

12. RIGHT TO OBJECTION

- 12.1 The Buyer is obligated to carefully inspect the goods in accordance with professional standards immediately upon receipt thereof and promptly raise objections regarding material defects in the goods that can typically be identified through such inspection.
- 12.2 Elixir must be notified in writing of any defects within 10 (ten) days from the date of delivery or, in the case of hidden defects, within 10 (ten) days from the discovery of the defect. The written notice must contain a specific description of the nature of the defect. The Buyer will send to Elixir samples of defective products, a detailed written description of the defects, as well as photographs of the relevant cardboard label, along with the objection for defects. Otherwise, all claims for compensation of damages by the Buyer, for fulfilment of the Agreement, or for other rights related to the Agreement, are precluded.
- 12.3 In any case, Elixir will not be responsible for any material defects in the goods for which it has not received documented objection from the Buyer in accordance with Article 12.2 within three (3) months from the date of delivery.
- 12.4 Elixir exclusively determines whether the goods are defective based on the analysis of its samples or records. In the event of disagreement between the Parties regarding the quantity or quality of a group of products or production batch, Elixir will provide representative samples to an authorized independent expert of its choice (laboratory, institution, research institution, etc.) to determine whether the relevant product delivery meets the specifications expressly agreed upon in writing. The results of such analysis

are binding for the Parties. The Party whose position could not be confirmed bears all the costs incurred in the expert analysis process.

- 12.5 The Buyer must not use the goods subject to an objection in any way until the objection is resolved.
- 12.6 In the event of a defect in the goods, Elixir will, at its discretion and taking into account the interests of the Buyer, provide a replacement, rectify the defect or approve a reasonable price reduction. The Buyer's right to terminate the Agreement due to material defects in the goods is excluded.
- 12.7 Any identified defect in the goods does not exempt the Buyer from the obligation to pay the agreed price.
- 12.8 The rejected product cannot be returned without prior written consent from Elixir. Acceptance of the rejected product by Elixir does not lead to any claims or other legal rights for the Buyer.

13. LIMITATION OF ELIXIR'S LIABILITY

- 13.1 Elixir's liability under the Agreement, these General Terms or any other contractual basis does not exist unless expressly provided for in these General Terms or mandatory regulations of the Republic of Serbia regarding the quality and safety of goods.
- 13.2 Elixir is liable to the Buyer solely for actual, direct, and foreseeable damage caused by its culpability. Elixir will not be liable for any other damages, and especially not for lost profits or indirect, unforeseeable, or consequential damages.
- 13.3 Elixir's liability for each delivery of goods is limited to the price it received for that delivery.
- 13.4 Any form of joint liability with one or more other affiliated entities of Elixir is excluded. The Buyer can assert claims only based on the Agreement with the Party with whom it has entered into the agreement.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 For the purposes of this Article, "**intellectual property rights**" shall mean all intellectual property and all forms of protection with the same or similar effect recognized anywhere in the world under the laws of all jurisdictions, whether registered or unregistered, which includes applications for registration or approval of such right, including, without limitation, all: (a) trademarks; (b) business names; (c) domain names; (d) patents; (e) copyrights and works of authorship, together with the benefits of any waivers of moral rights (including any registrations thereof or registration applications); (f) trade secrets and confidential, technical, or business information (including product preparation recipes); (g) software (including any source code, object code, and updated versions thereof, and all documentation related thereto, instructions for use and operation, and/or manuals and copyrights); (h) proprietary technology; (i) know-how; (j) rights to data and private or potentially private products or industrial projects; (k) rights to databases; and (l) registered design and design rights.
- 14.2 The conclusion of an Agreement between Elixir and the Buyer or any delivery of goods to the Buyer under this agreement does not imply the transfer of intellectual property rights owned or held by Elixir or any other right to use any intellectual property right of which Elixir is a user, and which Elixir has made available to the Buyer or otherwise disclosed in the course of the business relationship.
- 14.3 The Buyer has the right to use Elixir's intellectual property rights only within the scope of the concluded agreement and these General Terms, and shall not, for any reason, assert rights to Elixir's intellectual property rights, even after the termination of the business relationship.
- 14.4 The right to use any intellectual property right owned by Elixir must be expressly granted in writing, and the scope of use must be specifically agreed upon. In the absence of a specific agreement, the right to use will be interpreted very narrowly, and is deemed to be granted only to the extent absolutely necessary for the Buyer to use the corresponding goods in accordance with the concluded agreement.

15. STATEMENTS AND WARRANTIES

- Each Party states and warrants to the other Party that the following statements are accurate and true as of the date of conclusion of each Agreement:
- 15.1 The Party is validly established and operates in accordance with the laws of its domicile.
- 15.2 The Party has all necessary legal and business capacity and authority to enter into and perform the Agreement.
- 15.3 The obligations of the Party under these General Terms and the Agreement constitute valid and enforceable obligations of that Party.
- 15.4 No bankruptcy, enforcement, liquidation, or similar proceedings have been initiated or opened against the Party or its assets, nor is there any basis for initiating any such proceedings against the Party or its assets.

16. FORCE MAJEURE

- 16.1 For the purposes of this Article, "**Force Majeure**" means extraordinary events that affect the Party, its suppliers, or logistic partners, which the Party could not have foreseen, avoided, or prevented, and particularly include, but are not limited to: (i) new or amended laws and relevant regulations, measures, orders or decisions of state, local, non-state, or international authorities; (ii) natural disasters, pandemics, epidemics, earthquakes, floods, landslides, or fires; (iii) war, terrorism, riots, sabotage, or cyber-attacks; (iv) machinery breakdowns, emergency repairs, accidents, or disasters; (v) difficulties in the supply of energy and raw materials; (vi) strikes or other collective actions by workers; and (vii) a lack of available transportation means, transportation obstacles, blockades, or other difficulties during delivery.
- 16.2 Force Majeure events causing any delay in the delivery or acceptance of goods extend the delivery period for the duration of the Force Majeure, provided that a default in delivery has not already occurred.
- 16.3 The Party invoking Force Majeure shall inform the other Party no later than within 2 (two) working days of the occurrence of such circumstances.
- 16.4 If the impossibility of delivery due to Force Majeure lasts for more than three (3) months, and if the Parties do not agree on a solution, both Parties have the right to cancel the delivery of the products.
- 16.5 Neither Party has the right to any compensation for damages resulting from Force Majeure events.

17. CONFIDENTIALITY

- 17.1 All information disclosed or provided to the Buyer by Elixir, its affiliated entities, and/or their representatives is considered confidential unless expressly marked as public, or by its nature is evidently not confidential at the time of disclosure. Elixir retains all rights to such confidential information and such information remains the property of Elixir.
- 17.2 Confidential information provided by Elixir to the Buyer, or learned by the Buyer from any other source, the Buyer must not disclose to any third party and may be used exclusively for the agreed purposes. Without limitation, this includes all specifications, drawings, samples, models, technical, organizational, production, or commercial information (e.g., cost estimates).
- 17.3 Nothing in these General Terms, or any Agreement, shall be construed as granting or transferring to the Buyer any rights over Elixir's confidential information.
- 17.4 Upon the termination of the business relationship with Elixir or earlier at the request of Elixir, the Buyer is obliged to promptly return to Elixir or permanently destroy all confidential information received, except for copies that it is required to keep by law.
- 17.5 The Buyer remains bound by the provisions of this Article as long as it is in possession of Elixir's confidential information and for a period of five (5) years thereafter.

18. PERSONAL DATA PROCESSING

Elixir processes personal data in accordance with all applicable laws and regulations of the Republic of Serbia. More detailed information regarding the processing of personal data is provided in Elixir's Privacy Policy at the internet address <https://www.elixirgroup.rs/politika-privatnosti/>. The Buyer accepts the Privacy Policy, as well as any amendments that Elixir may make from time to time.

19. NOTICES

- 19.1 Any notice under these General Terms, the Agreement, or the Documentation will be valid only if made in writing or by email to the Party at its mailing address or email address specified in the purchase order or other relevant Documentation. If addresses are not specified in the Documentation or for the purposes of these General Terms, the addresses of the registered office or emails that are publicly available in the appropriate register of business entities in which the Buyer is registered will apply.
- 19.2 The Party may change the notice receipt data by notifying the other Party in accordance with Article 19.1. Such notice shall take effect after five (5) working days from the date of delivery or after more days if specified in the notice.
- 19.3 All notices will be in the English language.
- 19.4 Except when there is evidence of earlier receipt, any notice given under this Agreement will be deemed delivered:
- 19.4.1 if delivered in person, by courier, or by registered mail, at the time of delivery; or
 - 19.4.2 when sent by email, unless the sender receives an automated message that the email was not delivered.
- 19.5 Any notice under this Agreement given outside working hours, which runs from 8:00 to 16:00 CET on each working day for the purposes of this Article, will be deemed given at the beginning of the next working period.

20. CONTINUED APPLICATION OF THE GENERAL TERMS

The termination of one or more rights or obligations of the Parties under individual Agreements or the Agreement itself, on any basis, does not affect the validity and change of any provision of these General Terms, which persist after such termination of rights or obligations or the Agreement itself.

21. ASSIGNMENT OF RIGHTS FROM THE AGREEMENT

- 21.1 Elixir may assign its rights or claims under the Agreement, in whole or in part, at any time and to any person, without the need to obtain the consent of the Buyer.
- 21.2 The Buyer has no right to assign its rights or claims under the Agreement, in whole or in part, without obtaining the prior written consent of Elixir.

22. APPLICABLE LAW

These General Terms and all Agreements will be governed by and interpreted in accordance with the laws of the Republic of Serbia, excluding (i) the application of the United Nations Convention on the International Sale of Goods and (ii) the application of the conflict of laws rules.

23. JURISDICTION

The Parties agree that any dispute arising out of or in connection with these General Terms or Agreements shall be finally settled by arbitration organized in accordance with the Rules of the Permanent Arbitration at the Chamber of Commerce and Industry of Serbia, by one arbitrator appointed in accordance with this Rules. The seat of arbitration is in Belgrade, Serbia. The language of the arbitration proceedings is English language.

24. INDIVIDUAL VALIDITY OF PROVISIONS

24.1 If any provision contained in these General Terms or in the Agreement becomes invalid, inapplicable, or illegal for any reason, the other provisions of the General Terms will remain in force.

24.2 If any invalid, inapplicable, or illegal provision in these General Terms or in the Agreement would be valid, applicable, or legal if some of its parts were deleted, that provision will apply with minimal modifications necessary to be considered legal, valid, and applicable.

25. NO WAIVER

25.1 Any waiver of any right provided by these General Terms is valid only if made in writing and applies only to the Party to which the waiver is addressed and to the circumstances for which it is given.

25.2 Any failure or delay in exercising any right provided by these General Terms or regulations does not constitute a waiver of such right, nor does it prevent the future use or exercise of such right.

25.3 No individual or partial exercise of any right under this Agreement will prevent or limit the further use of any such right or other rights.

26. FINAL PROVISIONS

26.1 Elixir reserves the right to unilaterally amend these General Terms at any time. Changes to the General Terms will be delivered to the Buyer and/or will be published on Elixir website.

26.2 Except in the case of a specific objection by the Buyer, the amended General Terms primarily replace the contractually agreed General Terms, and become an integral part of the Agreement, on the day they are sent to the Buyer or published on the website.

26.3 All rights, obligations, and responsibilities of the Parties that are not specifically regulated by these General Terms will be governed by the provisions of the Serbian law regulating contracts and torts.

26.4 In case the General Terms are published in English language as well, in the event of any discrepancies between the General Terms in Serbian and English language, the provisions of the General Terms in Serbian language shall prevail.

26.5 These General Terms enter into force on and apply from 30 May 2024.



ELIXIR GROUP DOO

**ELIXIR ZORKA-MINERALNA
ĐUBRIVA DOO**

ELIXIR PRAHOVO DOO

Nebojša Mičić

Nebojša Mičić

Nebojša Mičić

**Nebojša Mičić
reg. ovl. zastupnik**

**Nebojša Mičić
reg. ovl. zastupnik**

**Nebojša Mičić
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