

GENERAL TERMS AND CONDITIONS OF PURCHASE OF SPARKASSE BANK MAKEDONIJA AD SKOPJE

1. DEFINITIONS

CUSTOMER: Means Sparkasse Banka Makedonija AD Skopje named in the Purchase Order ("PO").

DELIVERABLE(S): Means hardware, software products or other products, licenses, consulting and other services.

ERSTE GROUP (hereinafter EG): Means Erste Group Bank AG, Graben 21, 1010 Vienna, Austria ("Erste Holding") and all companies in which Erste Holding has and will have an equity stake irrespective of whether this is a direct or indirect ownership, majority equity interest or not, and all companies in which Erste Holding has a significant influence, and also all other companies (including all members of the so-called "Haftungsverbund" - a joint liability interconnection of Austrian savings banks ("Sparkassen") which are included in Erste Holding's consolidated financial statements. Furthermore EG also includes (a) certain Sparkassen, which do not belong to the joint Haftungsverbund and (b) certain other banks, which cooperate with other members of EG through cooperation agreements ("Kooperationsbanken"). Companies directly or indirectly controlled by other members of EG are also part of EG..

EGP: Means a special procurement company belonging to EG, which according to the Service Agreement for procurement and warrant of attorney represents Sparkasse Bank Makedonija in front of third parties in the name and of behalf of the Bank for purchase purposes.

TERMS: Means these General Terms and Conditions of Purchase and Sale, i.e. of the supply of Deliverables.

VENDOR: Means the company selling and providing Deliverables to Customer.

2. GENERAL

The Terms from these General Terms and Conditions shall apply to a PO and its processing, unless otherwise agreed in writing. The terms and conditions of the Vendor shall not apply. Customer's Terms as set out below shall be deemed accepted – even without written confirmation – upon commencement of order performance by the Vendor.

3. PURCHASE ORDERS

POs will be governed by these Terms. POs include a "ship to" address and assume a maximum delivery date within fifteen (15) days from the PO date unless otherwise provided in a PO. Oral POs shall not be valid. Customer may terminate a PO for Deliverables at no charge up to five (5) business days after the ordering date stated on the PO. No other terms written by Vendor on POs, on possible order confirmations, contracts or the invoices of the Vendor or any other documents shall be acknowledged unless they are expressly accepted in writing by the Customer.

4. DELIVERABLES

Vendor agrees to perform/deliver the Deliverables described in any PO, in accordance with the relevant PO and with these Terms. Upon acceptance of a PO Vendor shall be bound by the provisions of the PO.

5. OFFER

All offers generated by the Vendor for the procurement of Deliverables to any member of EG are to be understood to be free of charge. Vendor furthermore expressly acknowledges that neither his participation nor any of his expenses relating to his participation in a tender procedure made by the Customer will be compensated in any way. The Customer shall not be bound to issue POs solely because it received an offer from the Vendor or invited the Vendor to take part in a tender procedure.

6. DELIVERY

Delivery of Deliverables shall be made pursuant to the date and place specified in the relevant PO. Risk of loss or damage will pass from Vendor to Customer upon receipt of Deliverables by the Customer at the delivery address stated on the PO if not otherwise agreed. All Deliverables shall be delivered DDP and subject to relevant customs regulations of the Customer's country whereby the definitive delivery location will be defined in the PO. If Vendor effects deliveries before the agreed delivery date, Customer shall not be liable for any additional costs arising to the Vendor caused by early delivery. The Vendor guarantees that the delivered goods shall comply with all applicable quality and certification standards. For all software licenses Customer is granted a perpetual, non-exclusive, royalty-free, transferable within EG, right to use. If Vendor fails to effect

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delivery within the time specified in the PO, Customer may decline to accept the delivery.

7. SHIPMENT

Each delivery shall include a delivery note in 3 three samples (one (1) for the Customer and two (2) for the Vendor), and the shipping documents shall clearly state the subject matter of the delivery. Any costs that arise in connection with the non-supply or incomplete issue of the proof of origin, as well as the non observance of shipping provisions, such as, in particular, customs duties, track storage charges, transfer charges and the like, shall be borne solely by the Vendor. Address for shipment delivery is as agreed and stipulated in the PO. In the case of deliveries of products, the risk shall pass to Customer only after a person authorized by Customer has acknowledged its receipt. In the case of deliveries of products requiring assembly, the passage of risk to the Customer shall be effected only after the delivery and assembly of products by an authorised person, which shall be confirmed in writing by a person authorised by Customer.

8. PACKAGING

The cost of packaging shall be met by the Vendor; any damages deriving from imperfect packaging or the carelessness by Vendor or persons authorised by Vendor, who carry out shipping shall be charged to the Vendor. The Vendor will be responsible for any disposal of waste related to the delivery of Deliverables including but not limited to packaging materials.

9. OWNERSHIP

The risk of ownership or the risk of the destruction of the Deliverables passes to the Customer with the acceptance of the Deliverables by the Customer in accordance with the provisions of these General Terms and Conditions.

10. INTELLECTUAL PROPERTY RIGHTS

Customer shall not delete or remove proprietary information or trade-mark notices appearing on Deliverables and Vendor's materials.

The Vendor guarantees that no Deliverables shall constitute an infringement of copyrights, patent, trademark or any other intellectual property rights or any other third party rights.

11. ACCEPTANCE

After receipt of any Deliverables Customer will evaluate and accept deliveries as "delivered and accepted" or reject each delivery no later than within 15 business days after receipt of the Deliverables. If Vendor fails to remedy (correct) any defects within 10 business days after receipt of a notice of rejection of Deliverables from Customer, the Customer may either reject the Deliverables or, at his discretion work with the Vendor to reach a mutually acceptable resolution.

12. DEFAULT

If the Vendor fails to or refuses to deliver any or all of the Deliverables in accordance with the specifications stipulated in the particular PO, the Vendor is in default. If the Vendor is in default by non-delivery of the Deliverables in accordance with the delivery date specified in the relevant PO, the Customer may extend the Vendor's time for performance. Regarding the latter, the extension shall be made by amending the particular PO by Customer. The changed PO needs to be issued by an authorized unit of the Customer. In the event of repeated defaults or if the Vendor, in Customer's estimate, gives the Customer legitimate reason to strongly suspect that the Vendor is not willing and/or able to fulfil any PO hereunder at all, Clause 24 regarding the termination of the PO shall apply

13. PRICES

Customer shall pay Vendor the amount agreed upon and specified in the PO. Depending from the origin of the Vendor, if the resident is from RM, the prices are in denars and if it is necessary in foreign currency presenting the rate of exchange. If the Vendor is non-resident, prices are in foreign currency. All taxes, charges and duties except VAT shall be borne by Vendor and must be included in the price. Customer shall pay the invoiced amount within 30 days after receipt of a correct invoice according to the article 14. of this General

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Terms and Conditions. Prices stated in POs shall be fixed as maximum prices. Vendor shall not vary the price without the prior written consent of Customer. All prices are to be understood as "DDP" (Incoterms 2000) if they have been cleared through the customs according to relevant laws of the Customer's country.

International Commercial terms are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) that are widely used in International commercial transactions.

14. INVOICES

The invoice regarding individual PO shall be sent in duplicate to Customer's accounting department, stating the PO reference number. The period of payment shall commence with the day of receipt of the invoice under the condition of complete fulfilment/delivery of Deliverables. Incorrectly issued and/or incomplete shipping documents and/or documentation may result in an extension of time for payment. Remittance charges shall be borne by the Vendor. If Deliverables are delivered prior to the agreed delivery dates, the period of counting the obligation of payment for the respective invoices shall not commence until the occurrence of the agreed delivery date. A delivery of this kind requires Customer's express written consent. The Customer shall file any objections it may have in respect of an invoice within 20 working days of receipt of the invoice, thereby explicitly identifying the item to which it objects. Under this provision, the Customer may suspend payment of only the disputed sum until such dispute is resolved. The Customer will continue to pay the undisputed part of the sum.

15. PAYMENT

Payment shall be made after acceptance of the Deliverables in accordance with the respective PO and after receipt of the correct and verifiable invoice, with all the conditions from these General Terms and Conditions fulfilled. Advance payments will not be effected. Payment will be effected by electronic bank transfer.

16. TAXES

Customer is not liable for any taxes of the Vendor that the Vendor is legally obligated to pay and which incur or arise in connection to the sale of Deliverables under a PO.

17. PENALTIES

If not otherwise agreed, penalty for late delivery shall be 0,5% per week, maximum 10% of the total order value. Additional claims for damages shall not be affected by this regulation. Contract penalties are in accordance with the Law on contractual relations.

18. SET-OFF

Vendor shall refrain from setting off any sums actually or supposedly owed to him by EG members.

19. CONFIDENTIALITY, PRIVACY, DATA PROTECTION

Vendor agrees to treat as confidential and to use only for the purpose of fulfilment of the respective PO all information, which is provided in whatever form or medium by or on behalf of Customer and of EG members and to give access to such information only on a need to know basis to its employees and not to transfer, publish, disclose or otherwise make available such information or any portion thereof to any third party without Customer's prior written consent. All information shall remain Customer's property and no licenses or rights are granted in any such information and Vendor shall, upon Customer's demand, promptly return to Customer or destroy all such material and information. Vendor shall not use the name, logo, trademark, or any other reference to Customer and/or EG and shall not disclose the existence or the terms and conditions of a PO, without the prior written consent of the Customer. The Vendor expressly acknowledges that the Customer, being a bank or similar financial institution, is bound by specific regulations regarding bank secrecy and data protection. Vendor expressly agrees to enter into any further agreements the Customer may deem necessary in relation to bank secrecy and data protection.

20. THIRD PARTY RIGHTS

Vendor is fully responsible for damages if the subject of the PO breaches any rights of a third party and the third party calls for damages compensation.

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21. LIABILITY

Vendor shall be liable for any damage caused to Customer directly or indirectly in particular due to an improper, incomplete or delayed delivery, missing certification or any other breach of these Terms.

In no event shall Customer be liable to Vendor, Vendor's affiliates or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with a PO, whether or not Customer was advised of the possibility of such damage.

22. INDEMNIFICATION

Vendor shall fully indemnify Customer and keep Customer fully indemnified for any claims, demands, damage, loss, costs or expenses, made against or suffered by the Customer or any EG member, caused by any breach by Vendor of any of the Terms set out herein.

23. WARRANTY/GUARANTEE

Vendor expressly warrants and represents to Customer that the Deliverables will be supplied in accordance with the PO and all Deliverables supplied shall be new, of good quality, design, materials, construction and workmanship and that all Deliverables conform strictly to the specifications and industry standards and all other requirements of the PO and are suitable for the intended purpose. The Vendor guarantees that the delivered Deliverables will not show and/or have any defect, whether concerning their function, their look or any other of their common or agreed upon properties. In case of non-compliance with this clause 23, Customer may, at its own estimate and discretion, reject the Deliverables which do not comply with the agreed provisions by written notice to Vendor. Customer shall be entitled to a full refund of the purchase price of the defective Deliverables, may require Vendor to promptly remedy the non-conformance with the agreed terms and conditions or to replace the defective Deliverables or in the case of a delay within 20 (twenty) days in delivery, may purchase replacement Deliverables on the market. In the latter scenario, in the event of higher prices the additional cost shall be met by the Vendor who has failed to meet his obligations, which does not preclude claims for any further damages that may directly derive from failure to deliver. The Vendor will, if a Product is defective contrary to its guarantee, indemnify the Customer for any damage caused by the non-compliance by the Vendor with its guarantee. In any such event no additional cost shall be incurred by the Customer. Vendor agrees to make spare parts available to Customer for a period of minimum five (5) years from date of shipment. Warranty for delivered Deliverables is 12 months from the delivery date, unless if the original warranty from the producer or the warranty in the Vendor's offer is for longer period.

24. TERM/TERMINATION

Customer may unilateral terminate this PO upon written notice to Vendor if Vendor fails to perform all its obligations from these General Terms and Conditions or from the PO or otherwise breaches the PO or These General Terms and Conditions, or if a petition for bankruptcy has been filed, or if the Vendor becomes insolvent, or dissolvent.

Customer may furthermore terminate a PO at any time without cause and without further obligation to Vendor except for payments which are due and has been accepted in writing by Customer prior to the effective date of termination. The termination will be effective upon ten (10) days' written notice.

25. COURT OF JURISDICTION, GOVERNING LAW

Any dispute, controversy or claim arising out of or relating to this Agreement, i.e. these General Terms and Conditions, including but not limited to its performance, breach, termination or invalidity as well as the pre and post contractual obligations, and including any disputes arising out of or relating to any Order issued hereunder, shall be negotiated to reach an amicable settlement in accordance with the following provisions.

The dispute shall be referred to the other Party and both Parties shall seek to obtain an amicable settlement of such dispute. If such an amicable settlement is not possible within 20 working days after the dispute has arisen or notice of such dispute is given to the other side, whichever is earlier, such dispute shall be referred to the Management Committee, whereby the persons constituting the Management Committee are representatives of the Board from both Parties. If the Management Committee cannot solve such dispute within 15 working days after having received information concerning such dispute, either one of the Customer

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or the Vendor shall be entitled to refer such dispute for settlement to one of the institutions as set by following provision.

Macedonian court shall have exclusive jurisdiction for all disputes resulting from this Agreement, i.e. these General Terms and Conditions, and Macedonian substantive law shall be applied. The PO shall be governed by the laws of the Republic of Croatia. By accepting the PO, the Vendor agrees to these Terms.

26. NOTICES

All notices shall be in writing and sent to the Vendor's or Customer's contacts agreed upon and shall be deemed given when (a) given personally or, (b) sent by confirmed facsimile or, (c) sent by courier with written confirmation receipt or, (d) by registered post. Vendor will notify Customer in writing of any changes to Vendor's contact information.

27. WAIVER

No waiver by Customer or any indemnity which results from any breach of any condition of a PO shall be effective unless it is given in writing by Customer's authorised person and no failure or delay by Customer in enforcing any provision of this PO or in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

28. CORPORATE SOCIAL RESPONSIBILITY REGARD FOR THE ENVIRONMENT

The Supplier shall, and agrees to procure that all Providers shall, at all times have due care and regard for both immediate natural habitat and environment in which they operate under as well as the environment as a whole, including:

developing and employing to a reasonable extent an effective environmental policy which is aimed at minimizing the Supplier's and Provider's contribution to climate change and damaged and disruption to local ecosystems, wildlife, flora and fauna;

using their best endeavours to, where reasonable, repair any damage or remove and correct any disruption to such ecosystems, wildlife, flora and fauna;

complying with all applicable local and international environmental legislation, regulation and rulings, including those relating to the handling, recycling (if possible), elimination and safe disposal of dangerous materials, and striving to exceed the minimum requirements set by such laws;

identifying a person or committee within its business who shall be responsible for the fulfilment of the requirements in this Clause and providing adequate training to such persons to fulfil their roles.

EMPLOYMENT CONDITIONS

The Supplier shall, and agrees to procure that all Providers shall:

at all times respect the legal rights of their employees and comply with all applicable employment legislation, regulations and directives;

comply with all EU and/or other international law (if applicable), local law, directives, rulings and regulations relating to health and safety in the workplace or in any other location other than the workplace where production or work is undertaken and that they implement any amendments to these laws, directives, rulings or regulations,

provide adequate working facilities for all of its employees. Specifically, and as a minimum provide:

(a) access to sanitation, drinking water and well maintained and unobstructed fire escapes;

(a) provision of breaks of adequate number and duration;

(b) safe working conditions;

(c) adequate ventilation and temperature controls;

(d) payment to employees, consultants or other persons engaged in the work of the Supplier or Providers of, at least, the national minimum salary (if applicable); and

(e) health and safety training and protection for all employees of the supplier,

treat any person less favourably because of their race, colour, ethnicity, religion, sexuality, age, gender, nationality or by way of their disability, be it registered or otherwise; and

not employ, engage in the work of the Supplier and/or Providers, or otherwise use children, illegal

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immigrants or any other illegal or vulnerable group in the work of the Supplier and/or Providers.

MONITORING

The Supplier and the Providers shall actively audit and monitor the day to day management process to ensure compliance with this Clause. If the Supplier and/or any Provider cease to comply with this Clause the Supplier and/or any Provider has to notify the Customer and/or the Contractor immediately thereof. The Customer and/or Contractor may have the right to terminate PO or contract with the Supplier.

29. FINAL PROVISIONS

FORCE MAJEURE

Neither the Vendor nor the Customer will be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its control, including but not limited to, act of God or governmental act, flood, fire, explosion, civil commotion or industrial dispute (other than that involving its own employees, agents or sub-Vendors).

SEVERABILITY

If any provision of this PO shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

ASSIGNMENT

Vendor may not assign or otherwise transfer its rights or obligations that arise from this PO, or delegate the performance of any duty or obligation that arise from this PO without prior written consent of the Customer. Any assignment or transfer or delegation of performance without Customer's prior written consent shall be null and void.

RETENTION OF TITLE

The title and risk in the Deliverables shall remain with the Vendor until they are delivered in accordance with the PO and/or until they are accepted by the Customer, at which time title and risk in the Deliverables shall transfer to the Customer. Under no circumstances shall Vendor be entitled – for whatever reasons – to delay and/or retain his performance and/or deliveries. Moreover, Vendor shall not under any circumstances be entitled to a right of retention to materials supplied by Customer.

INSURANCE

Vendor will maintain at Customer's estimate sufficient insurance coverage made to meet its obligations created by a PO in accordance with Customer's request. Upon Customer's request, Vendor will deliver proof of insurance coverage.

SUBCONTRACTING

Vendor shall not, without Customer's prior written consent, subcontract production, supply, execution or delivery of all or part of the supply of Deliverables. The responsible for the choice of the subcontractor bears the Vendor.

E-COMMERCE

Vendor expressly agrees to exchange electronic data and information with Customer for the purpose of ordering, invoicing and payment. Vendor will not refuse cooperation with third parties appointed by EG for the purpose of fulfilling certain processes. Vendor further agrees that such third parties will receive relevant information material by Customer and EG.

BILINGUALISM

These General Terms and Conditions have been made in Macedonian and English language. In case of any dispute between versions, Macedonian version will be considered as valid.