

<p style="text-align: center;">MOL Serbia Opšti uslovi prodaje na veliko naftnih derivata MOL Serbia doo Beograd (dalje: „MOL Serbia“)</p> <p style="text-align: center;">PREAMBULA</p> <p>Postojeći Opšti uslovi prodaje na veliko naftnih derivata (dalje: „Opšti uslovi“) su dostupni na sajtu MOL Serbia u verziji dostupnoj za štampu.</p> <p>Opšti uslovi su na snazi od 02.04.2018. godine</p> <p>Uslovi prodaje navedeni u Opštim uslovima predstavljaju sastavni deo Ugovora o prodaji naftnih derivata zaključenih između MOL Serbia kao Prodavca i svojih kupaca ili u slučaju potvrđivanja narudžbine. Ovi opšti uslovi će se primenjivati u odsustvu pisanih i potpisanih dokumenata između Ugovornih strana, ako postoje neki drugi sporazumi između Ugovornih strana o isporukama ili je MOL Serbia otpočeo sa isporukama.</p> <p>Postojeći Opšti uslovi mogu biti menjani jednostrano od strane MOL Serbia. Kupac mora biti informisan o promenama putem e-maila pre nego što planirane izmene postanu važeće. Ukoliko Kupac ne uloži prigovor na izmene u pisanoj formi u roku od 15 dana od dana obaveštenja smatraće se da je iste prihvatio.</p> <p>U ovim Opštim uslovima Roba i/ili Proizvod predstavlja sve tipove proizvoda prodatih od strane MOL Serbia.</p> <p>U ovim Opštim uslovima Kupac predstavlja partnere koji kupuju Proizvode od MOL Serbia. Termin Prodavac predstavlja MOL Serbia.</p> <p>U ovim Opštim uslovima Ugovor predstavlja Ugovore o prodaji naftnih derivata/Potvrdu narudžbine koji uključuju Opšte uslove zaključenih između MOL Serbia i Kupca.</p> <p>Odredbe koje slede podnaslov u kojem se navodi određena vrsta Proizvoda primenjuju se samo na isporuku te vrste Proizvoda.</p> <p>U slučaju neslaganja između odredaba Opštih uslova i potpisanog Ugovora, potpisani Ugovor će imati jaču snagu.</p>	<p style="text-align: center;">MOL Serbia General terms and conditions for the wholesale of the petroleum products MOL Serbia doo Beograd (hereinafter: “MOL Serbia“)</p> <p style="text-align: center;">PREAMBLE</p> <p>The present General terms and conditions for wholesale of the petroleum products (hereinafter: „GT&C“) is available on the MOL Serbia website in printable version.</p> <p>The present GT&C is valid from 02.04.2018</p> <p>The terms of conditions of the present GT&C are inseparable content of the Delivery Contracts concluded between MOL Serbia as Seller and its Buyers or in case of a Confirmation of Order. The present GT&C shall apply in the absence of written and signed document between the Parties, if any other agreement of the Parties about the deliveries exists or if MOL Serbia started the deliveries.</p> <p>The present GT&C can be modified by MOL Serbia unilaterally. The Buyer has to be informed about the modification via email before the planned amendments become effective. If the Buyer does not object in writing against to the modification within 15 days from the date of delivery it shall be considered as accepted.</p> <p>In the present GT&C Product and/or Goods means all type of products sold by MOL Serbia.</p> <p>In the present GT&C Buyer means partners who purchases the Product from MOL Serbia. The Seller represents MOL Serbia.</p> <p>In the present GT&C Contract means the Delivery Contract / Confirmation of Order involving the present GT&C together concluded between MOL Serbia and the Buyer.</p> <p>Provisions that are below the subtitle that contains specific type of Product are applied only for deliveries of that type of the Product.</p> <p>In case of discrepancy between the rules of the present GT&C and the signed Delivery the signed document shall prevail.</p>
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<p style="text-align: center;">Opšti komercijalni uslovi isporuka i specifični komercijalni uslovi za pojedine proizvode</p> <p>Član 1. Kvalitet robe i isporučena količina po vrsti Robe</p> <ul style="list-style-type: none"> • Evro dizel, Evro Premium BMB 95 i TNG <p>1.1. Kvalitet se, nezavisno od pariteta isporuke, utvrđuje na osnovu Potvrde o usaglašenosti i Izveštaja o ispitivanju koji izdaje akreditovano telo u skladu sa važećim propisima o tehničkim i drugim zahtevima za tečna goriva naftnog porekla u skladištu Prodavca i koji prati Robu uz izuzetak kod isporuka na DAP paritetu definisan u članovima od 1.3 do 1.8 te članovima 1.12. i 1.15.</p> <p>1.2. U slučaju da Kupac uloži reklamaciju na količinu i/ili kvalitet na način i u rokovima propisanim u članovima ispod, Prodavac je dužan da pismeno odgovori u roku regulisanom Zakonom o zaštiti potrošača.</p> <p>1.3. Ukoliko Kupac preuzima robu na paritetu DAP skladište Kupca, a u slučaju sumnje u kvalitet, Kupac ima pravo da angažuje akreditovanu kontrolnu kuću koja može da izvrši uzorkovanje robe isključivo odmah po pristizanju kamiona na istovar. O tome je Kupac dužan da obavesti MOL Serbia u porudžbenici za robu kako bi uzorkovanju prisustvovao predstavnik MOL Serbia (ili predstavnik kontrolne kuće koju MOL Serbia odredi).</p> <p>1.4. Ukoliko konačni rezultat analize pokaže da kvalitet Robe nije u ugovorenom standardu kvaliteta Prodavac će Kupcu srazmerno umanjiti cenu (kroz knjižno odobrenje) i nadoknadi troškove analize.</p> <p>1.5. Prodavac nije odgovoran za bilo kakvu posledičnu štetu nastalu po osnovu kvaliteta isporučene robe.</p> <p>1.6. Ukoliko konačni rezultat analize pokaže da je Kvalitet Robe u ugovorenom standardu kvaliteta Kupac je dužan da Prodavcu nadoknadi troškove angažovanja kontrolne/ih kuće/a i dangube prevoznika za koje će mu Prodavac ispostaviti posebnu fakturu.</p> <p>1.7. Kupac je dužan da reklamaciju na kvalitet robe dostavi Prodavcu u pismenoj formi prilikom prijema robe, a najduže u roku od 3 (tri) dana od dana prijema robe uz obavezan prilog: Izveštaj o ispitivanju od strane akreditovanog tela koje je vršilo uzimanje i ispitivanje uzorka iz autocisterne.</p>	<p style="text-align: center;">General commercial terms and conditions of deliveries and product-specific commercial conditions</p> <p>Article 1. Quality of goods and delivered amount</p> <ul style="list-style-type: none"> • Euro diesel, Euro Premium BMB 95 and LPG <p>1.1. The quality shall be, regardless of the delivery term, determined on the basis of the Compliance Certificate and Examination Report issued by the accredited body in accordance with the applicable regulations on technical and other requirements for liquid fuels of petroleum origin in the Seller's storage, which follows the Goods, with the exception of deliveries at DAP term defined in Articles 1.3 to 1.8 and articles 1.12 and 1.15.</p> <p>1.2. In case the Buyer makes a complaint regarding the amount and/or quality in the manner and within the period stipulated by the Articles below, the Seller shall be obliged to answer in writing within the period stipulated by the Consumer Protection Law.</p> <p>1.3. If the Buyer takes the goods at DAP Buyer's storage term, in case of doubt regarding the quality, the Buyer shall have the right to hire accredited control company which can perform sampling of goods only immediately after the truck has come for unloading. The Buyer shall be obliged to inform MOL Serbia thereof in the order form for the goods in order for the representative of MOL Serbia (or representative of the control company determined by MOL Serbia) to be present at the sampling.</p> <p>1.4. If the final result of the analysis shows that the quality of Goods isn't in agreed quality standard, the Seller shall proportionally reduce the price (through a credit note) and compensate the analysis costs to the Buyer.</p> <p>1.5. The Seller shall not be liable for any consequential damage occurring pursuant to the quality of the delivered goods.</p> <p>1.6. If the final results of the analysis show that the Quality of the Goods is in the agreed quality standard, the Buyer shall be obliged to compensate the Seller for the costs of hiring control company/ies and loitering of transporters for which the Seller shall issue the Buyer a separate invoice.</p> <p>1.7. The Buyer shall be obliged to send the complaint regarding the quality of the goods to the Seller in writing when receiving the goods, no later than 3 (three) days after the reception of goods with an obligatory appendix: Report on examination by the accredited body which performed the sampling and examination of samples from the cistern.</p>
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<p>1.8. Kupac koji preuzima robu na paritetu DAP skladište Kupca nema pravo na reklamaciju na kvalitet u sledećim slučajevima:</p> <ul style="list-style-type: none"> a) da je roba bez propisnog uzimanja uzorka istočena u rezervoar(e) Kupca; b) da u propisanom roku ne dostavi Prodavcu reklamaciju u pismenoj formi; c) da uz blagovremenu pismenu reklamaciju propusti da dostavi Izveštaj o kvalitetu iz člana 1.8. <p>1.9. Kupac nema pravo da odbije plaćanje po osnovu uložene reklamacije na količinu za deo robe koja je isporučena bez primedbi, odnosno da nema pravo da odbije plaćanje po osnovu reklamacije na kvalitet.</p> <p style="text-align: center;">Posebne odredbe za Euro dizel i Euro Premium BMB 95</p> <p>1.10. Isporučena količina se, nezavisno od pariteta isporuke, utvrđuje na osnovu istočene količine u litrama po volumetru na skladištu Prodavca kompenzovano na 15°C, naznačene na utovarnoj otpremnici Prodavca uz izuzetak kod isporuka na DAP paritetu opisan u članu 1.11.</p> <p>1.11. Kod isporuka robe na paritetu DAP skladište Kupca, Kupac ima pravo na reklamaciju količine u slučaju da isporučena količina, po volumetru autocisterne, kompenzovana na 15 °C odstupa za više od 0,30% od količine po utovarnoj otpremnici. U suprotnom, količina po utovarnoj otpremnici se smatra isporučenom količinom i čini osnov za fakturisanje. U slučaju reklamacije na isporučenu količinu predstavnicima Prodavca (prevoznik), i Kupca sačinice pismeni zapisnik i konstatovaće isporučenu količinu iskazanu na volumetru cisterne. Kupac je u obavezi da u roku od 3 (tri) kalendarska dana od dana prijema robe pismenim putem dostavi Prodavcu reklamaciju sa priložima: pismeni zapisnik iz prethodnog stava i volumetarski isečak sa cisterne. Ukoliko Kupac propusti da blagovremeno, u pismenoj formi i sa svim priložima dostavi Prodavcu reklamaciju na količinu isporučene robe, gubi pravo na reklamaciju količine zaprimljene robe.</p> <p>1.12. Uzorkovanje se vrši iz auto cisterne kojom je roba dopremljena do Kupca nakon obračuna uzorkovane litraže robe posle volumetra kamiona na sledeći način:</p>	<p>1.8. The Buyer taking the goods at the term DAP Buyer's storage shall have no right to a complaint regarding the quality in the following cases:</p> <ul style="list-style-type: none"> a) If the goods were dispensed into the Buyer's tank(s) without the proper sampling; b) If the complaint wasn't submitted to the Buyer in writing within the stipulated period; c) If it fails to submit the Report on quality from Article 1.8, alongside the timely written complaint. <p>1.9. The Buyer shall not have the right to reject the payment pursuant to filed complaint regarding the quantity for the part of goods delivered without objections, or it shall not have the right to reject the payment pursuant to the complaint regarding quality.</p> <p style="text-align: center;">Special provisions for Euro diesel, Euro Premium BMB 95</p> <p>1.10. The delivered amount shall be, regardless of the delivery term, determined on the basis of discharged quality in litres per volumeasure at the Seller's storage compensated to 15C°, designated on the shipment delivery note of the Seller with the exceptions of deliveries at DAP term described in Article 1.11.</p> <p>1.11. Regarding the delivery of goods at the DAP Buyer's storage term, the Buyer shall be entitled to a complaint regarding the amount in case the delivered amount, according to the volumeasure of the cistern, compensated to 15 °C deviates from the amount according to the shipment delivery note for more than 0.30%. Otherwise, the quantity according to the shipment delivery note shall be considered the delivered quantity and shall make the basis for invoicing. In case of complaint regarding the delivered quantity, the representatives of the Seller (transporter) and the Buyer shall make written minutes and ascertain the delivered quantity presented in the cistern volumeasure. The Buyer shall be obliged to, within 3 (three) calendar days from the day of receiving the goods, send written complaint to the Seller with appendices: written minutes from the previous paragraph and cistern volumeasure excerpt. If the Buyer fails to submit the complaint regarding the quantity of delivered goods to the Seller, timely, in writing, with all appendices, it shall lose the right to a complaint regarding the quantity of received goods.</p> <p>1.12. Sampling shall be performed from the cistern which delivered the goods to the Buyer after the</p>
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<p>a) Prilikom uzorkovanja, uzimaju se tri uzorka i to jedan za Prodavca, jedan za Kupca i jedan uzorak za eventualne potrebe super veštačenja, koji će se čuvati u kontrolnoj kući koju odredi MOL Serbia. Po izvršenom uzorkovanju roba se istovara.</p> <p>b) Prilikom analize uzoraka, kao relevantan uzeće se isključivo rezultat analiza izvršene od strane akreditovanog tela.</p> <p>c) U slučaju da Izveštaj o ispitivanju uzorka od strane akreditovanog tela koje angažuje Kupac ne odgovara ugovorenom standardu kvaliteta, Prodavac ima pravo da predmetni Izveštaj ospori dostavljanjem Izveštaja o ispitivanju drugog uzorka iste isporuke izvršenom od strane kontrolne kuće koju je angažovao Prodavac u kom slučaju će se izvršiti super veštačenje trećeg uzorka od strane akreditovanog tela koje sporazumno odrede Strane i rezultat ovog ispitivanja će se smatrati konačnim među stranama.</p>	<p>calculation of sampled volume of goods, after the volume measure of the truck, in the following manner:</p> <p>a) When sampling, three samples are taken, one for the Seller, one for the Buyer and one for possible needs of super expertise, which shall be saved in the control company determined by MOL Serbia. Upon the performed sampling of goods from the shipment.</p> <p>b) When analysing the samples, only the result of analyses performed by accredited body shall be taken as relevant.</p> <p>c) In case the Report on examination of samples by the accredited body hired by the Buyer doesn't correspond to the agreed quality standard, the Seller shall have the right to dispute the relevant Report by submitting the Report on examination of another sample of the same delivery performed by the control company hired by the Seller, in which case super expertise of the third sample shall be performed by the accredited body mutually determined by the Parties and the result of this examination shall be considered final between the parties.</p>
<p style="text-align: center;">Posebne odredbe za TNG</p>	<p style="text-align: center;">Special provisions for LPG</p>
<p>1.13. Isporučena količina se, nezavisno od pariteta isporuke, utvrđuje na osnovu istočene količine u kg po osnovu merenja autocisterne na baždarenoj autovagi na skladištu Prodavca, naznačene na utovarnoj otpremnici Prodavca uz izuzetak kod isporuka na DAP paritetu opisan u članu 1.14.</p>	<p>1.13. The delivered amount shall be, regardless of the delivery term, determined on the basis of measured quantity on calibrated weighbridge in kg at the Seller's storage, designated on the shipment delivery note of the Seller with the exceptions of deliveries at DAP term described in Article 1.14.</p>
<p>1.14. Kod isporuka robe na paritetu DAP skladište Kupca, Kupac ima pravo na reklamaciju količine u slučaju da isporučena količina, nakon merenja autocisterne na baždarenoj kolskoj vagi na mestu istovara, odstupa za više od 40 kg od količine po utovarnoj otpremnici. U suprotnom, količina po utovarnoj otpremnici se smatra isporučenom količinom i čini osnov za fakturisanje. U slučaju reklamacije na isporučenu količinu predstavnic Prodavca (prevoznik), i Kupca sačinice pismeni zapisnik i konstatovaće isporučenu količinu iskazanu na vagarskom listu sa mesta istovara. Kupac je u obavezi da u roku od 3 (tri) kalendarska dana od dana prijema robe pismenim putem dostavi Prodavcu reklamaciju sa priložima: pismeni zapisnik iz prethodnog stava, vagarski list i važeći Sertifikat da je korišćena vaga baždarena. Ukoliko Kupac propusti da blagovremeno, u pismenoj formi i sa svim priložima dostavi Prodavcu reklamaciju na količinu isporučene robe, gubi pravo na reklamaciju količine zaprimljene robe.</p>	<p>1.14. Regarding the delivery of goods at the DAP Buyer's storage term, the Buyer shall be entitled to a complaint regarding the amount in case the delivered amount, according to the truck measurement on the calibrated weighbridge on delivery place, deviates from the amount according to the shipment delivery note for more than 40 kg. Otherwise, the quantity according to the shipment delivery note shall be considered the delivered quantity and shall make the basis for invoicing. In case of complaint regarding the delivered quantity, the representatives of the Seller (transporter) and the Buyer shall make written minutes and ascertain the delivered quantity presented in the scaling forms. The Buyer shall be obliged to, within 3 (three) calendar days from the day of receiving the goods, send written complaint to the Seller with appendices: written minutes from the previous paragraph, scaling form excerpt and valid certificate about calibrating scale. If the Buyer fails to submit the complaint regarding the quantity of delivered goods to the Seller, timely, in writing, with all</p>

1.15. Uzorkovanje se vrši iz auto cisterne kojom je roba dopremljena do Kupca nakon obračuna uzorkovane količine robe posle vaganja autocisterne na sledeći način:

a) Prilikom uzorkovanja, uzimaju se tri uzorka i to jedan za Prodavca, jedan za Kupca i jedan uzorak za eventualne potrebe super veštačenja, koji će se čuvati u kontrolnoj kući koju odredi MOL Serbia. Po izvršenom uzorkovanju roba se istovara.

b) Prilikom analize uzoraka, kao relevantan uzeće se isključivo rezultat analiza izvršene od strane akreditovanog tela.

c) U slučaju da Izveštaj o ispitivanju uzorka od strane akreditovanog tela koje angažuje Kupac ne odgovara ugovorenom standardu kvaliteta, Prodavac ima pravo da predmetni Izveštaj ospori dostavljanjem Izveštaja o ispitivanju drugog uzorka iste isporuke izvršenom od strane kontrolne kuće koju je angažovao Prodavac u kom slučaju će se izvršiti super veštačenje trećeg uzorka od strane akreditovanog tela koje sporazumno odrede Strane i rezultat ovog ispitivanja će se smatrati konačnim među stranama.

- **Bitumen i Ulje za loženje**

1.16. Isporučena količina se utvrđuje na osnovu izmerene količine u kg na baždarenoj kolskoj vagi na skladištu Prodavca, naznačene na utovarnoj otpremnici Prodavca .

1.17. Kvalitet se utvrđuje na osnovu Izveštaja o ispitivanju kvaliteta koji izdaje proizvođač koji prati Robu.

1.18. Prodavac nije odgovoran za bilo kakvu posledičnu štetu nastalu po osnovu kvaliteta isporučene robe.

- **Proizvodi iz asortimana MOL ulja**

1.19. Kvalitativne karakteristike i namena svih proizvoda iz asortimana MOL ulja propisani su odgovarajućim Listama tehničkih podataka proizvođača i sertifikatima kontrole kvaliteta svake proizvedene šarže.

1.20. Hemijski sastav proizvoda is asortimana MOL ulja i uputstvo za pravilno skladištenje i bezbedno rukovanje

appendices, it shall lose the right to a complaint regarding the quantity of received goods.

1.15. Sampling shall be performed from the cistern which delivered the goods to the Buyer after the calculation of sampled volume of goods, after truck measurement, in the following manner:

a) When sampling, three samples are taken, one for the Seller, one for the Buyer and one for possible needs of super expertise, which shall be saved in the control company determined by MOL Serbia. Upon the performed sampling of goods from the shipment.

b) When analysing the samples, only the result of analyses performed by accredited body shall be taken as relevant.

c) In case the Report on examination of samples by the accredited body hired by the Buyer doesn't correspond to the agreed quality standard, the Seller shall have the right to dispute the relevant Report by submitting the Report on examination of another sample of the same delivery performed by the control company hired by the Seller, in which case super expertise of the third sample shall be performed by the accredited body mutually determined by the Parties and the result of this examination shall be considered final between the parties.

- **Bitumen and Oil Fuel**

1.16. The delivered amount shall be determined on the basis of measured quantity in kg on calibrated truck scale at the Seller's storage designated on the shipment delivery note of the Seller.

1.17. The quality shall be determined on the basis of the Quality report issued by the producer, which follows the Goods.

1.18. The Seller is not responsible for any consequent damage occurred based on the quality of delivered goods.

- **Products from MOL Lub assortment**

1.19. Quality characteristics and purpose of all products from MOL Lub assortment are prescribed by respective Lists of technical data of the producer and quality control certificates of every made batch.

1.20. Chemical structure of products from MOL Lub assortment and manual for regular storage and safe

<p>propisani su Listama bezbedonosnih podataka proizvođača.</p> <p>1.21. MOL Grupa zadržava pravo na izmene opisa ili specifikacije bilo kog proizvoda. Prodavac se obavezuje da o ovakvim promenama obavesti Kupca najmanje 30 dana unapred. Kupac je dužan da se pri skladištenju i rukovanju proizvodima rukovodi uputstvima datim u Listama bezbedonosnih podataka i Listama tehničkih podataka i da proizvode koristi isključivo u skladu sa njihovom namenom.</p> <p>1.22. Prodavac garantuje da svaki isporučeni proizvod zadovoljava nivo kvaliteta propisan standardima međunarodnih institucija i specifikacijama proizvođača opreme navedenih u odgovarajućim Listama tehničkih podataka i na deklaraciji proizvoda i da su fizičko-hemijske karakteristike isporučenog proizvoda u granicama propisanim poslednjom verzijom Lista tehničkih podataka za navedeni proizvod. Na zahtev Kupca, Prodavac će to dokumentovati sertifikatom kontrole kvaliteta izdatim od strane ISO sertifikovane laboratorije proizvođača.</p> <p>1.23. Prethodni stav sadrži celokupne obaveze Prodavca u pogledu kvaliteta proizvoda koje isporučuje, pa se ovim isključuju svi drugi uslovi ili garancije u pogledu opisa, kvaliteta ili njegove podesnosti za bilo koju drugu svrhu.</p> <p>1.24. Prodavac ili bilo koja druga organizacija u okviru MOL Grupe se ne mogu smatrati odgovornim za štetu uzrokovanu nepravilnim skladištenjem proizvoda usled kog je došlo do promene fizičko-hemijskih karakteristika i/ili nepravilnom i/ili nenamenskom upotrebom proizvoda iz asortimana MOL ulja</p> <p>1.25. U slučaju kada bi Prodavac bio odgovoran za nastupanje bilo koje od dole navedenih okolnosti:</p> <ul style="list-style-type: none"> • da bilo koja količina isporučenih proizvoda ne odgovara specifikaciji prema Listu tehničkih podataka ili Listu bezbedonosnih podataka, ili • da isporuka uopšte nije izvršena ili je izvršena sa zakašnjenjem <p>Kupac ne može da zahteva naknadu štete veću od ugovorene cene proizvoda prema odnosnoj isporuci. Svaki takav zahtev Prodavac će razmotriti pod uslovom da je pravilno dokumentovan zahtev primljen unutar jednog (1) meseca od dana isporuke.</p> <p>1.26. Pravilno dokumentovani zahtev treba da sadrži:</p>	<p>manipulation are prescribed by the Lists of safety data of the producer.</p> <p>1.21. MOL Group preserves the right to change description or specification of any product. The Seller is obliged to inform the Buyer about these changes at least 30 days in advance. The Buyer is obliged to, during storage and manipulations of the products, act in accordance with the instructions given in Lists of safety data and to use the products exclusively in accordance with it's purpose.</p> <p>1.22. The seller guarantees that every product satisfies the quality level prescribed by the standards of international institutions and specifications of the producer of the equipment stated in respective Lists of technical data and on declaration of the product and that the physical-chemical characteristics of delivered product in the boundaries prescribed by the latest version of the List of technical data for stated product. On the request of the Buyer, the Seller will document it with certificate of quality control issued by the ISO certified laboratory of the producer.</p> <p>1.23. Previous paragraph contains the whole obligations of the Seller regarding the quality of the product that are delivered, so all other conditions and guaranties regarding the description, quality or suitability of the product for any other purpose.</p> <p>1.24. The Seller or any other organisation in MOL group can not be considered responsible for damages caused by incorrect storing of the product which caused the change of phzical-chemical characteristics and/or incorrect and/or not-suitable usage of the products from MOL Lub assortment.</p> <p>1.25. In case the Seller is responsible for the appearance of any of the following circumstances:</p> <ul style="list-style-type: none"> • that any amount of delivered goods does not suit the specification according the List of technical data or List of safety data • that delivery has not been executed or has been executed with delay <p>The Buyer can not claim any damage higher than the contracted price of the products in respective delivery. Every request the Seller will consider under the conditions that correctly documented request has been received in one month period from the day of the delivery.</p> <p>1.26. Correctly documented request should contain:</p> <ul style="list-style-type: none"> • Complaint letter with following data:
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<ul style="list-style-type: none"> • reklamaciono pismo sa sledećim podacima: naziv proizvoda, datum isporuke, broj šarže, • uzorak od najmanje 500 ml nekorišćenog proizvoda, • izveštaj akreditovane laboratorije o izvršenom ispitivanju fizičko-hemijskih karakteristika svežeg uzorka. <p>1.27. Ovim Ugovorom se u potpunosti isključuje svaka odgovornost Prodavca prema bilo kom trećem licu i za bilo koju štetu koja bi nastala smrću ili ozledom bilo kog lica, oštećenjem, umanjnjem ili uništenjem bilo čije imovine, zagađenjem ili narušavanjem čovekove okoline, a da je takva šteta u vezi sa prevozom, uskladištenjem, rukovanjem, raspolaganjem ili korišćenjem bilo kog proizvoda iz asortimana MOL ulja od strane Kupca, pa će se u slučaju nastanka takve štete Kupac smatrati isključivo odgovornim.</p> <p>1.28. Kupac će u potpunosti braniti i sprečiti nastanak štete, zahteva ili tužbi zbog nastanka štete trećih lica, i nadoknaditi svaku štetu i troškove kojima Prodavac bude izložen ako do takvih zahteva ili tužbi dođe, a sve u vezi sa štetama navedenim u prethodnom stavu.</p> <p>1.29. Ovim Ugovorom takođe se u potpunosti isključuje svaka odgovornost Prodavca za bilo kakvu štetu ili izgubljenu dobit koju bi Kupac pretrpeo pri sprovođenju ovog Ugovora.</p> <p>1.30. Prilikom prijema proizvoda iz asortimana MOL ulja, Prodavac predaje Kupcu otpremnicu za isporučene proizvode. Potpisivanjem otpremnice, Kupac potvrđuje da je izvršio kvantitativnu i kvalitativnu proveru i prijem proizvoda.</p> <p>1.31. U slučaju da se prilikom kvantitativnog prijema utvrdi da se stvarna količina primljenih proizvoda razlikuje od one navedene na otpremnici ili da je prilikom transporta došlo do njihovog fizičkog oštećenja sačinice se reklamacioni zapisnik o uočenim nedostacima, koje će potpisati prisutni predstavnici Kupca i Prodavca. Reklamacioni zapisnik će biti osnov za fakturisanje realno primljene količine proizvoda, povrat oštećenih proizvoda ili finansijsko umanjnje vrednosti isporučenih proizvoda za koju su konstatovana oštećenja.</p> <p>1.32. Trenutkom preuzimanja proizvoda na mestu isporuke i potpisivanjem otpremnice isporuka se smatra izvršenom. Kupac nema pravo na naknadne reklamacije na kvantitet i/ili kvalitetet i/ili fizička oštećenja proizvoda iz asortimana MoL ulja.</p>	<p>Name of the product, date of delivery and number of the batch</p> <ul style="list-style-type: none"> • Sample of at least 500 ml of unused product • Report from certified laboratory of executed examination of physical-chemical characteristics of the fresh sample <p>1.27. This contract completely excludes every responsibility of the Seller toward any third party and for any damage that may derive from death or injury of any person, damaging, decreasing or destroying anyone's property, pollution or endangering the environment, and that these damages are in connection with transportation, storagement, manipulation, disposition or usage of any products from MOL Lub assortment by the Buyer, so in case of these damages the Buyer will be the only responsible party.</p> <p>1.28. The Buyer will completely defend and prevent occurrence of damages, claims and lawsuits for the occurrence of damages of third parties, and will reimburse any damages and expenses that the Seller is exposed in case that these claims or lawsuits occur, and all regarding the damages stated in previous paragraph.</p> <p>1.29. This contract also completely excludes any responsibility of the Seller for any damage or lost profit that may occur on the Buyer's side during execution of this contract.</p> <p>1.30. During the acceptance of products from MOL Lub assortment, the Seller will give the Buyer the delivery notes for delivered products. By signing the delivery note, the Buyer confirms that has executed the quantity and quality check and acceptance of the product.</p> <p>1.31. In case that during quantity acceptance it is confirmed that the real quantity of delivered products is different than the quantity stated in the delivery note or that during transportation physical damages occurred a reclamation record will be made on noticed damages, which will be signed by the representatives of the Buyer and the seller. Reclamation record will be the base for invoicing of real delivered amount of products, return of the damaged products or financial decrease of the value of the delivered products for which damages are noted.</p> <p>1.32. In the moment of taking over the products on the place of delivery and by signing the delivery note, delivery shall be considered executed. The Seller does not have the right for subsequent claims regarding quantity and/or quality and/or physical damages of the products from MOL Lub assortment.</p>
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<p>Član 2. Isporuka</p> <ul style="list-style-type: none"> • Evro dizel, Evro Premium BMB 95, TNG, Bitumen i Ulje za loženje <p>2.1. Prodavac će u skladu sa dispozicijom Kupca, Kupcu isporučivati Robu na sledećim paritetima (INCOTERMS 2010):</p> <p>2.1.1 FCA skladište Prodavca ili</p> <p>2.1.2 DAP skladište Kupca u skladu sa Nalogom za pojedinačne isporuke.</p> <p>Paritet iz 2.1.2. je jedina opcija za isporuke Bitumena i Ulje za loženje</p> <p>2.2. Smatra se da su naftni derivati isporučeni u trenutku potpisivanja odgovarajuće transportne dokumentacije (CMR) i/ili otpremnica od strane predstavnika Kupca. Dokumenta koja prate isporuku proizvoda su sledeća:</p> <ol style="list-style-type: none"> Za Euro dizel, Euro premium BMB 95 i TNG: CMR /otpremnica, Izveštaj o ispitivanju i Potvrda o usaglašenosti sa relevantnim standardima u Republici Srbiji koju izdaje imenovano telo, Izveštaj o skladištenju i transportu i Izjava o dodatim aditivima (ukoliko je predmet kupovine aditivirano gorivo). Za Bitumen i Ulje za loženje: CMR /otpremnica i Izveštaj o ispitivanju kvaliteta izdat od strane proizvođača. <p>2.3. Vlasništvo i gubici na proizvodu prelaze na Kupca kada isporuka pređe definisani paritet u skladu sa INCOTERMS 2010.</p> <p>2.4. Isporuka robe će biti izvršena u skladu sa relevantnim propisima.</p> <p>2.5. Na upit Kupca, Prodavac dostavlja ponudu u pisanoj formi na e-mail ili fax Kupca. Osim u slučaju ugovaranja obavezujućih količina Robe za čije nepoštovanje je predviđena ugovorna kazna, upit nije obavezujući za Prodavca i on nema obavezu da obezbedi proizvod niti u ukupnoj niti u delimičnoj količini označenoj u upitu. Kupac je dužan da u pisanoj formi potvrdi prihvatanje ponude, na e-mail ili fax Prodavaca u roku važenja ponude naznačenom na samoj ponudi. Prodavac zadržava pravo korigovanja ponude u skladu sa važećim cenovnikom Prodavca u momentu isporuke.</p>	<p>Article 2. Delivery</p> <ul style="list-style-type: none"> • Euro diesel, Euro Premium BMB 95, LPG, Bitumen and Oil Fuel <p>2.1. The Seller shall, in accordance with the disposition of the Buyer, deliver the Goods to the Buyer, in the following terms: (INCOTERMS 2010):</p> <p>2.1.1. FCA Seller’s Storage or</p> <p>2.1.2. DAP Buyer’s storage in accordance with the Order for individual deliveries.</p> <p>Terms according to Article 2.1.2. is the only option for Bitumen and Oil Fuel deliveries</p> <p>2.2. It shall be considered that the petroleum products are delivered in the moment of signing the appropriate transport documentation (CMR) and/or bill of lading by the Buyer’s representative. The documents following the delivery of products are the following:</p> <ol style="list-style-type: none"> For Euro diesel, Euro premium BMB 95 and LPG: CMR/bill of lading, Report on Examination and Certificate of Compliance with the Relevant Standard in the Republic of Serbia issued by the appointed body, Report in Storage and Transport and Statement on the Added Additives (if additised fuel is the subject of purchase). For Bitumen and Oil Fuel: CMR/bill of lading and Quality report issued by producer. <p>2.3. Ownership and the losses on the product transfer to the Buyer when delivery passes defined term in accordance with INCOTERMS 2010.</p> <p>2.4. The delivery of goods shall be performed in accordance with the relevant regulations.</p> <p>2.5. Upon the Buyer’s inquiry, the Seller shall submit the offer in writing via the Buyer’s email or fax. Unless in case of stipulating the obligatory amounts of Good for which breaching the contractual penalty is stipulated, the inquiry shall not be binding for the Seller, who shall have no obligation to ensure the product either in the total, or in partial amount designated in the inquiry. The Buyer shall be obliged to confirm the acceptance of the offer in writing, at the Seller’s email or fax, within the term of the offer designated in the offer itself. The Seller shall reserve the right to adjust the offer in accordance with the applicable pricelist of the Seller in the moment of delivery.</p>
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<p>2.6. Za Euro dizel, Euro premium BMB 95 i TNG Kupcu se odobrava količinski rabat u skladu sa rabatnom skalom Prodavca (Prilog br. 1 Ugovora). Količine isporučene Kupcu u toku jednog kalendarskog meseca se sabiraju i Kupcu se odobrava pripadajući količinski rabat u vidu knjižnog odobrenja. Količinski rabat se obračunava i odobrava Kupcu do 30-og dana u mesecu za prethodni mesec.</p> <p>Nalozi za pojedinačne isporuke za Euro dizel, Euro Premium BMB 95, TNG, Bitumen i Ulje za loženje</p> <p>2.7. Ukoliko Kupac preuzima robu na paritetu FCA skladište Prodavca treba da pošalje nalog za pojedinačne količine proizvoda, u litrama, sa naznačenim prevoznikom, vozačem i registarskim brojem vozila. Prodavac može odbiti utovar prilikom pružimanja robe na paritetu FCA ukoliko vozilo ili vozač nemaju validne ADR isprave.</p> <p>2.8. Ukoliko Kupac preuzima robu na paritetu DAP skladište Kupca, Kupac treba da pošalje nalog za pojedinačne količine proizvoda, u litrama a za Bitumen i Ulje za loženje u kg, sa naznačenom tačnom adresom mesta istovara, vremenskim intervalom za prijem robe, kao i eventualnim dodatnim informacijama koje su neophodne za nesmetanu isporuku.</p> <p>2.9. Kupac šalje nalog/porudžbenicu za robu u pisanom obliku (e-mail ili fax) i to:</p> <p>2.9.1. Za Euro dizel, Euro premium BMB 95 i TNG:</p> <p>a) najkasnije do 12.00 h jedan radni dan pre zahtevanog datuma za isporuke na paritetu DAP skladište Kupca,</p> <p>b) najkasnije do 15.00 h jedan radni dan pre zahtevanog datuma za preuzimanje robe na paritetu FCA skladište Prodavca, a izuzetno, najkasnije do 10.00 h, za preuzimanje u toku istog radnog dana.</p> <p>2.9.2. Za Bitumen i Ulje za loženje: najkasnije do 12.00 h 2 radna dana pre zahtevanog datuma isporuke.</p> <p>• Poručivanje proizvoda iz asortimana MOL ulja</p> <p>2.10. Kupac je obavezan da svoje porudžbenice Prodavcu dostavlja u pisanoj formi, slanjem na Fax ili E-mail.</p> <p>2.11. Prodavac se obavezuje da će Kupcu isporučivati proizvode iz asortimana MOL ulja isključivo na osnovu</p>	<p>2.6. For Euro diesel, Euro premium BMB95 and LPG the Buyer shall be granted a quantity rebate in accordance with the rebate scale of the Seller (Appendix 1). The amounts delivered to the Buyer within one calendar month shall be added up and the Buyer shall be granted appropriate quantity rebate in the form of a credit note. The quantity rebate shall be calculated and granted to the Buyer from the 30th day in the month for the previous month.</p> <p>Orders for individual deliveries for Euro diesel, Euro Premium BMB 95, LPG, Bitumen and Gas Oil</p> <p>2.7. If the Buyer takes the goods at the FCA Seller's storage term, it should send the order for individual amounts of products, in litres, with designated transporter, driver and license plate number. The Seller can reject the shipping when taking the goods at the FCA term if the vehicle or the driver do not have valid ADR documents.</p> <p>2.8. If the Buyer takes the goods at the DAP Buyer's storage term, it should send the order for individual amounts of products, in litres and for Bitumen and Oil Fuel in kg, with precisely designated address of the place of unloading, time interval for the reception of goods, as well as additional information necessary for smooth delivery.</p> <p>2.9. The Buyer shall send the order/ order form for the goods in writing (email or fax) in the following manner:</p> <p>2.9.1. For Euro diesel, Euro premium BMB 95 and LPG</p> <p>a) No later than 12:00 h, one working day before the required date for deliveries at the DAP Buyer's storage term;</p> <p>b) No later than 15:00 h, one working day before the required date for taking the goods at the FCA Seller's storage term, and exceptionally, no later than 10:00 h, for taking the goods within the same working day.</p> <p>2.9.2. For Bitumen and Oil Fuel: No later than 12:00 h, two working day before the required date for deliveries.</p> <p>• Ordering products from MOL Lub assortment</p> <p>2.10. The Buyer is obliged deliver purchase order in written form by sending Fax or e-mail.</p> <p>2.11. The Seller is obliged to deliver the Buyer products from MOL Lub assortment solely based on written, correctly made and timely received purchase orders.</p>
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<p>pisanih, pravilno sastavljenih i pravovremeno primljenih porudžbenica.</p> <p>2.12. Pod pravovremeno primljenom porudžbenicom podrazumeva se porudžbenica poslata do 11 časova za proizvode koji se žele preuzeti narednog dana.</p> <p>2.13. Porudžbenica mora da sadrži tačnu specifikaciju proizvoda iz asortimana MOL ulja koje treba isporučiti i mesto isporuke. Tačna specifikacija podrazumeva navođenje punog naziva proizvoda, vrste pakovanja i količine u komadima za svaki pojedinačni proizvod koji se naručuje. U slučaju da Kupac vrši preuzimanje proizvode iz asortimana MOL ulja u skladištu Prodavca, porudžbenica mora da sadrži i podatke o imenu i prezimenu vozača i registarskom broju vozila koje će doći na skladište Prodavca da preuzme proizvode iz asortimana MOL ulja.</p> <p>2.14. U slučaju da se traženi proizvod iz asortimana MOL ulja ne nalazi na skladištu, Prodavac će obavestiti Kupca o najkraćem roku u kome može obezbediti traženi proizvod iz asortimana MOL ulja. Kupac može odustati od svoje porudžbine ukoliko mu taj rok isporuke ne odgovara. U slučaju da Kupac prihvati novi rok isporuke, Prodavac je dužan da traženi proizvod iz asortimana MOL ulja u tom roku obezbedi, a Kupac da ga preuzme u roku od 15 dana od dana kada ga je Prodavac obavestio da je proizvod nabavio. U slučaju da Kupac odustane od preuzimanja poručenog proizvoda, Prodavac ima pravo da Kupcu naplati penal u visini 10% neto vrednosti proizvoda od čije isporuke je odustao.</p> <p>2.15. Ukoliko vozilo i vozač koje pošalje Kupac na preuzimanje proizvoda iz asortimana MOL ulja sa skladišta Prodavca ne zadovoljavaju HSE standarde MOL Grupe (kontrolu može izvršiti zaposleni Prodavca ali i zaposleni u preduzeću koje Prodavcu pruža usluge skladištenja i manipulacije MOL proizvodima), isti će odbiti utovar.</p> <p>2.16. Prodavac se obavezuje da pre isporuke dostavi listu bezbedonosnih podataka za svaku vrstu proizvoda koja je predmet isporuke. Pod bezbednosnim podacima smatraju se podaci koje saglasno propisima sadrži Bezbednosni list.</p> <p>2.17. Pri kupovini AdBlue-a, Kupac je dužan da potpiše revers o prijemu povratnih kontejnera i odgovara za ispravnost istih. U slučaju oštećenja, Kupac je dužan da nadoknadi MOL Serbia cenu kontejnera u iznosu od 220</p>	<p>2.12. Under timely received purchase order it is considered that purchase order is delivered until 11:00h for products that are desired to be taken over the next day.</p> <p>2.13. Purchase order must contain exact specification of the products from MOL Lub assortment that need to be delivered and the place of delivery. Exact specification understands stating the full name of the product, type of packaging and amount in pieces for every product that is ordered. In case that the Buyer is taking over products from MOL Lub assortment in the storage of the Seller, purchase order must contain data about the full name of the driver and license plates number of the vehicle that shall arrive at the storage of the Seller to take over products from MOL Lub assortment.</p> <p>2.14. In case that at the storage of the Seller there is no wanted products from MOL Lub assortment, the Seller will inform the Buyer about the shortest time period in which the wanted products from MOL Lub assortment can be provided. The Buyer can withdraw the purchase order in case that proposed time period is not suitable for him. In case that the Buyer accepts new proposed time period for delivery, the Seller is obliged to provide wanted products from MOL Lub assortment in that time period, and the Buyer is obliged to take over the products in 15 days from the day when the Seller informed him that the product is available. In case that the Buyer withdraws from taking over products, the Seller has the right to charge the Buyer the penalty in amount of 10% of net value of the products of which the Buyer has withdrawn from taking over</p> <p>2.15. In case that the vehicle and the driver that has been sent by the Buyer for taking over the products from MOL Lub assortment from the storage of the Seller do not satisfy HSE standards of MOL Group (control can be executed by the Seller but also the employees of the company that is providing services of storing and manipulation of the products from MOL Lub assortment), loading will be denied.</p> <p>2.16. The Seller is obliged to, before delivery, provide list of safety data for every type of product that is the object of delivery. Safety data is data that according to the valid regulations contains List of safety data.</p> <p>2.17. In case of buying AdBlue product, the Buyer is obliged to sign the receipt on receiving the returnable containers and is responsible for the return of it. In case of damaging, the Buyer is obliged to reimburse MOL Serbia the price of containers in amount of 220 EUR without VAT</p>
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<p>EUR bez uračunatog PDV-a po srednjem kursu NBS na dan fakturisanja.</p> <p>Član 3. Kreditni limit</p> <p>3.1. MOL Serbia odobrava Kupcu da, pod uslovima definisanim Opštim uslovima prodaje na veliko naftnih derivata, vrednost preuzete Robe može izmiriti uplatom cene isporučene Robe prema fakturi ispostavljenoj od strane Prodavca bez ikakvih odbitaka prema uslovima iz Priloga br. 1. Ugovora</p> <p>3.2. Maksimalna vrednost isporuka Robe po ovom ugovoru za koje je odobreno odloženo plaćanje (u daljem tekstu: „Kreditni limit“) je vrednost navedena u Prilogu 1 ugovora.</p> <p>3.3. MOL Serbia ima pravo da, bez saglasnosti Kupca, promeni iznos Kreditnog limita, slanjem pismenog obaveštenja Kupcu, u slučaju da raspolaže nepovoljnim informacijama o finansijskom stanju ili solventnosti Kupca.</p> <p>3.4. Nepovoljnim informacijama u smislu prethodnog stava posebno se smatra, ali bez ograničenja na navedene slučajeve:</p> <ul style="list-style-type: none"> (i) ako Kupac, ili kompanija sa kojom je povezan ili ako bilo koja druga kompanija osnivača/vlasnika Kupca, ima neizmiren dug prema MOL Serbia ili bilo kojoj drugoj Članici MOL Grupe; (ii) ako osiguravač kredita smanji ili ukine limit primenjen na Kupca; (iii) ako se finansijsko stanje Kupca pogoršalo sudeći prema bilo kojoj kreditnoj agenciji ili internom modelu MOL Serbia za ocenjivanje finansijske sposobnosti; (iv) ako je protiv Kupca ili kompanije sa kojom je povezan, ili bilo koje druge kompanije osnivača/vlasnika Kupca pokrenut sudski postupak koji značajno može uticati na njegovu solventnost (npr. parnica, stečaj, likvidacija, prinudno izvršenje itd.); (v) ako je protiv Kupca ili kompanije sa kojom je povezan, ili protiv bilo koje druge kompanije osnivača/vlasnika Kupca, pokrenuta prinudna sudska naplata ili je račun Kupca bio blokiran nezavisno od dužine trajanja; (vi) ako je vlasnička struktura Kupca pretrpela promene na način koji negativno materijalno utiče na njegovu finansijsku solventnost. 	<p>calculated under the middle exchange course of National bank of Serbia on the invoicing day.</p> <p>Article 3. Credit limit</p> <p>3.1. MOL Serbia shall grant the Buyer to, under the conditions defined by the General terms and conditions for wholesale of petroleum products settle the value of the taken Goods by paying the price of the delivered Goods according to the invoice issued by the Seller without any according to the conditions stated in Appendix 1. Of the contract.</p> <p>3.2. Maximum value of the delivery of Goods pursuant to this Agreement, for which deferred payment is granted (hereinafter: “Credit Limit“) is stated in the Appendix 1 of the contract.</p> <p>3.3. MOL Serbia shall be entitled to, without the Buyer’s consent, changing the amount of the Credit Limit, by sending a written notification to the Buyer, in case it disposes of unfavourable information on the Buyer’s financial state or solvency.</p> <p>3.4. The unfavourable information, in the sense of the previous paragraph, shall be considered especially, but without limitation to the following cases:</p> <ul style="list-style-type: none"> (i) If the Buyer or the company related to it or if any other company of the founder/owner of the Buyer, has an unsettled debt towards MOL Serbia or any other Member of MOL Group; (ii) If the loan provider decreases or cancels the limit applied to the Buyer; (iii) If the financial state of the Buyer deteriorated according to any credit agency or internal model of MOL Serbia for the evaluation of financial capability; (iv) If against the Buyer or the company related to it, or any other company founder/owner of the Buyer, there is a court proceeding initiated which can significantly influence its solvency (e.g. litigation, bankruptcy, liquidation, enforced performance, etc); (v) If against the Buyer or the company related to it, or any other company founder/owner of the Buyer, there is an enforced collection proceedings initiated or the Buyer’s account has been blocked regardless of it’s duration; (vi) If the ownership structure of the Buyer suffered changes in the manner with negative material influence on its financial solvency.
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<p>3.5. U slučaju izmena Kreditnog limita, MOL Serbia je dužan da o izmeni bez odlaganja obavesti Kupca pismenim putem, a izmena stupa na snagu danom prijema pismenog obveštenja.</p> <p>3.6. Eventualno neprihvatanje promene Kreditnog limita od strane Kupca neće uticati na primenu izmenjenog Kreditnog limita i u skladu sa prethodnim odredbama i ne dovodi raskida ugovora.</p>	<p>3.5. In case of changes in the Credit Limit, MOL Serbia shall be obliged to notify the Buyer in writing without delay of the change, and the change shall enter into force on the day of receiving the written notification.</p> <p>3.6. Possible non-acceptance of the change in Credit Limit by the Buyer shall not influence the application of the changed Credit Limit and in accordance with the previous provisions, it doesn't lead to the termination of the Agreement.</p>
<p>Član 4. Avansno plaćanje</p> <p>4.1. Kupcu se odobrava mogućnost avansnog plaćanja. Opciju avansnog plaćanja Kupac može koristiti samo u slučaju ukoliko nema dospelih obaveza po osnovu isporuka sa odloženim plaćanjem.</p> <p>4.2. Kupac će izvršiti avansno plaćanje najkasnije dva dana pre datuma otpreme po kupovnoj ceni proizvoda uz pro-forma fakturu (predračun) koja uključuje akcizu i PDV, koju izdaje Prodavac na zahtev Kupca. Kupac je dužan da prilikom uplate navede broj proforma fakture (predračuna) za avans.</p> <p>4.3. Prodavac će za uplaćeni avans dostaviti Kupcu avansni račun u skladu sa važećim propisima na adresu Kupca za prijem faktura navedenu u zaglavlju ugovora.</p> <p>4.4. Prodavac će po obavljenom prometu, odnosno izvršenju usluge / isporuci dobara za iznos isplaćenog avansa koji se odnosi na predmetni promet dostaviti Kupcu konačnu fakturu u skladu sa važećim propisima - na adresu Kupca za prijem faktura, navedenu u zaglavlju ugovora, najkasnije 3 radna dana od datuma nastanka prometa.</p> <p>4.5. Ako je uplaćeni iznos avansa po predračunu veći nego što je na komercijalnoj fakturi, razlika u iznosu može ili biti uračunata u cenu prilikom sledeće isporuke ili biti vraćena na račun Kupca.</p> <p>4.6. Ako je uplaćeni iznos po predračunu manji nego što je na komercijalnoj fakturi Kupac ima dužnost da razliku uplati na račun Prodavca u roku od 3 radna dana od datuma naznačenog na komercijalnoj fakturi.</p>	<p>Article 4. Advance Payment</p> <p>4.1. The buyer shall be granted the possibility of advance payment. The option of advance payment can be used by the Buyer only in case there are no overdue obligations pursuant to the delivery with deferred payment.</p> <p>4.2. The Buyer shall effect advance payment no later than two days before the date of shipment according to the purchase price of the product with pro-forma invoice (preliminary invoice) including the excise and VAT, issued by the Seller upon Buyer's request. The Buyer shall be obliged to state the number of pro-forma invoice (preliminary invoice) for advance when effecting the payment.</p> <p>4.3. The Seller shall, for the paid advance, submit the advance bill to the Buyer in accordance with the applicable regulations, to the Buyer's address for the reception of invoices designated in the header of the Agreement.</p> <p>4.4. The Seller shall, upon the completion of transaction, or provision of the service/delivery of goods, for the amount of paid advance which refers to the relevant transaction, submit the final invoice to the Buyer in accordance with the applicable regulations - to the Buyer's address for the reception of invoices, designated in the header of the Agreement, no later than 3 working days after the date of the transaction.</p> <p>4.5. If the paid amount of the advance in the preliminary invoice is greater than in the commercial invoice, the difference between the amounts can either be calculated in the price at the next delivery or be returned to the Buyer's account.</p> <p>4.6. If the paid amount according to the preliminary invoice is lower than in the commercial invoice, the Buyer shall be obliged to pay the difference into the Seller's account within 3 working days from the date designated in the commercial invoice.</p>
<p>Član 5. Fakturisanje</p> <p>5.1. U roku od 3 dana od dana isporuke Robe po ovom ugovoru, MOL Serbia će Kupcu izdati fakturu (fax-avizo</p>	<p>Article 5. Invoicing</p> <p>5.1. Within 3 days from the day of the delivery of Goods, pursuant to this Agreement, MOL Serbia shall issue</p>

<p>iste je prihvatljiv, dok original mora da sledi poštom) uz koju će priložiti svu dokumentaciju koja predstavlja dokaz o ispunjenju svojih obaveza po ovom ugovoru.</p> <p>5.2. MOL Serbia, istog dana, šalje fakturu, na adresu Kupca za prijem faktura, navedenu u zaglavlju ugovora.</p> <p>5.3. Kupac je dužan izmiriti vrednost fakture transferom preko banke, u roku određenom u Ugovoru i na način definisan Ugovorom.</p> <p>5.4. Prodavac izdaje fakturu Kupcu a, najkasnije u roku od 3 (tri) radna dana nakon izvršene isporuke i ista se istog dana prosleđuje na adresu Kupca za prijem faktura, navedenu u zaglavlju ugovora.</p> <p>Član 6. Način plaćanja i zatezna kamata</p> <p>6.1. Valuta fakturisanja i plaćanja je RSD.</p> <p>6.2. Svaka ugovorna strana snosi svoje bankarske troškove.</p> <p>6.3. Nikakvi odbici se ne vrše od iznosa naznačenog na fakturi – iz bilo kog razloga – niti će isti biti odobreni, osim ako se ugovorne strane drugačije dogovore pismenim putem.</p> <p>6.4. Danom izmirenja novčanih obaveza izvršenog u skladu sa odnosnim odredbama ovog ugovora smatra se dan kada je kod poslovne banke MOL Serbia evidentiran priliv sredstava na račun MOL Serbia.</p> <p>6.5. Ukoliko Kupac propusti da uplati bilo koji iznos koji dospeva na plaćanje po ovom ugovoru na dan dospeća određen u fakturi, smatra se da je Kupac u docnji. Kupac se obavezuje da plati zateznu kamatu na dospeo, a neizmiren iznos dugovanja počev od dana dospeća do dana uplate i to po važećoj mesečnoj BELIBOR kamatnoj stopi uvećanoj za 8% godišnje.</p> <p>6.6. Zatezna kamata se obračunava na osnovu broja dana koji su protekli u docnji i godine koja broji 360 dana.</p>	<p>the invoice to the Buyer (fax-aviso of the invoice is acceptable, while the original must be sent by mail), alongside which it shall submit all the documentation representing the proof of the fulfilment of all its obligations pursuant to this Agreement.</p> <p>5.2. On the same day, MOL Serbia shall send the invoice, to the Buyer's address for the reception of invoices, designated in the header of the Agreement.</p> <p>5.3. The Buyer shall be obliged to settle the value of the invoice via bank transfer, within the period determined in the Agreement and in the manner defined by the Agreement.</p> <p>5.4. The Seller shall issue the invoice to the Buyer, no later than within 3 (three) working days after the completed delivery and, and the invoice is then forwarded to the Buyer's address for the reception of invoices, designated in the header of the agreement.</p> <p>Article 6. Manner of payment and default interest</p> <p>6.1. The currency for invoicing and payment is the RSD.</p> <p>6.2. Each Contracting Party shall bear its banking costs.</p> <p>6.3. No deductions shall be made from the amount designated in the invoice - for any reason whatsoever - and no deductions shall be approved, unless the Contracting Parties agree otherwise in writing.</p> <p>6.4. The day of settlement of the fiduciary obligations in accordance with the relevant provisions hereof shall be considered as the day when the business bank MOL Serbia recorded an inflow of assets to the account of MOL Serbia.</p> <p>6.5. If the Buyer fails to make a payment of any amount due for payment pursuant to this Agreement, on the due date determined in the invoice, it shall be considered that the Buyer is in arrears. The Buyer shall commit to paying default interest to the non-settled due amount of the debt, beginning on the due day until the day of payment, according to the applicable monthly BELIBOR interest rate increased by 8% a year.</p> <p>6.6. Default interest shall be calculated on the basis of the number of days that have been in arrears and the year with 360 days.</p>
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<p>Član 7. Obustava isporuke</p> <p>Obustava isporuke sa odloženim plaćanjem zbog dospeća dugovanja prema MOL Serbia</p> <p>7.1. U slučaju da Kupac po osnovu bilo kog ugovora zaključenog sa MOL Serbia ima dospeo a neizmiren dug sa čijom isplatom kasni, (dalje: „Dospela dugovanja“), MOL Serbia ima pravo da, na osnovu svoje diskrecione odluke, obustavi isporuku Robe Kupcu sa odloženim plaćanjem, u skladu sa internom politikom MOL SERBIA.</p> <p>7.2. U slučaju navedenom u prethodnom stavu, MOL Serbia može nastaviti sa isporukom Robe Kupcu isključivo pod uslovom da Kupac avansno uplati iznos koji je jednak 120% ukupne protivvrednosti Robe koja treba da se isporuči, odnosno usluga koje treba da se pruže, ali maksimalno do iznosa protivvrednosti robe koja treba da se isporuči uvećanog za iznos Dospelih dugovanja.</p> <p>7.3. MOL Serbia će iskoristiti iznos avansne uplate Kupca za namirenje najranije dospelih dugovanja Kupca. Iznos koji prelazi iznos Dospelih dugovanja smatra se avansnim plaćanjem za ugovorenu robu i MOL Serbia će izdati avansnu fakturu po tom osnovu.</p> <p>Obustava isporuke sa odloženim plaćanjem zbog nenamirenih dugovanja prema članicama MOL Grupe</p> <p>7.4. U slučaju da Kupac po osnovu bilo kog ugovora zaključenog sa bilo kojom članicom MOL Grupe navedenoj u Listi članica MOL grupe koji čini sastavni deo ovog ugovora kao Prilog br. 1 (u daljem tekstu “Članica MOL Grupe”) ovih Opštih uslova ima dospeo a neizmiren dug sa čijom isplatom kasni više od 15 dana (u daljem tekstu: „Docnja prema članici MOL Grupe“), MOL Serbia ima pravo da na osnovu svoje diskrecione odluke, obustavi isporuku robe ili pružanje usluga Kupcu sa odloženim plaćanjem.</p> <p>7.5. Kupac prihvata da MOL Serbia ima pravo da izvrši izmene u pogledu spiska članica MOL Grupe navedenih u Prilogu br. 1 Opštih uslova u toku trajanja ovog ugovora jednostranom odlukom i slanjem pismenog obaveštenja u vezi sa tim Kupcu i ista se neće smatrati izmenom ugovora.</p> <p>7.6. U slučaju da Kupac prvi put u tekućoj kalendarskoj godini padne u Docnju prema članici MOL Grupe, pa svoja dospela dugovanja izmiri, MOL Serbia će nastaviti sa isporukom robe usluga Kupcu do visine kreditnog limita određenog u Prilogu br. 1. Ugovora, kako je to prvobitno ugovoreno.</p>	<p>Article 7. Suspension of delivery</p> <p>Suspension of delivery with deferred payment due to the maturity of debt towards MOL Serbia</p> <p>7.1. In case the Buyer, pursuant to any agreement concluded with MOL Serbia, has a due, yet unsettled, debt, whose settlement is delayed (hereinafter: “Overdue Debts”, MOL Serbia shall have the right to, pursuant to its discretion, suspend the delivery of Goods to the Buyer with deferred payment, in accordance with internal policy of MOL SERBIA.</p> <p>7.2. In the case given in the aforementioned paragraph, MOL Serbia can continue delivering the Goods to the Buyer only under the condition that the Buyer pays in advance the amount equal to 120% of the total counter value of the Goods which should be delivered, or the services which should be provided, but maximum up to the amount of counter value of the goods which should be delivered increased by the amount of Overdue Debts.</p> <p>7.3. MOL Serbia shall use the amount of advance payment of the Buyer to settle the earliest Buyer’s debts due. The amount exceeding the amount of Overdue Debts shall be considered the advance payment for the agreed goods and MOL Serbia will issue the advance invoice on this basis.</p> <p>Suspension of delivery with deferred payment due to the unsettled debts towards the members of MOL Serbia</p> <p>7.4. In case the Buyer, pursuant to any agreement concluded with any member of MOL Group, given in the List of Members of the MOL group, which comprises an inherent part hereof as Appendix 1 (hereinafter: “Member of MOL Group”) has a due, yet unsettled, debt, whose settlement is delayed more than 15 days (hereinafter: “Arrears Towards the Member of MOL Group”), MOL Serbia shall have the right to, pursuant to its discretion, suspend the delivery of goods or provision of services to the Buyer with deferred payment.</p> <p>7.5. The Buyer shall accept that MOL Serbia has the right to make changes regarding the list of members of MOL Group given in Appendix 1 hereof within the term hereof by making a unilateral decision and sending a written notification regarding thereof to the Buyer and this changes shall not be considered as changes of the Agreement.</p> <p>7.6. In case the Buyer falls in Arrears Towards the Member of MOL Group for the first time in the current calendar year, and then settles its due debts, MOL Serbia will continue delivering the goods and services to the Buyer up to the amount of credit limit determined in Appendix 1. of the Contract, as initially agreed.</p>
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<p>7.7. MOL Serbia ima pravo da izvrši izmene u pogledu iznosa kreditnog limita, bez saglasnosti Kupca u slučaju da Kupac padne u Docnju prema članici MOL Grupe drugi put u tekućoj kalendarskoj godini.</p> <p>7.8. MOL Serbia ima pravo da jednostrano raskine ovaj ugovor slanjem Kupcu obavještenja u pismenoj formi, bez obaveze ostavljanja naknadnog roka za izvršenje, sa otkaznim rokom od 15 dana, u slučaju da Kupac kasni sa plaćanjem prema bilo kojoj članici MOL Grupe više od 30 dana, pod uslovom da je vrednost dospelog a neizmirenog duga jednaka ili veća od 1.000 EUR prema jednoj članici MOL Grupe ili da je vrednost ukupnog iznosa svih dospelih a neizmirenih dugovanja prema članicama MOL Grupe jednaka ili veća od 10.000 EUR.</p> <p>7.9. U smislu prethodnog stava, ugovorne strane su saglasne da u slučaju bilo kog neplaćenog duga u valuti koja nije EUR- takvo dugovanje treba da se konvertuje po kursu Evropske centralne banke za takvu konverziju / EUR (ECB fiksni).</p>	<p>7.7. MOL Serbia shall have the right to make changes regarding the amount of the credit limit, without the Buyer's consent, in case the Buyer falls in Arrears Towards the Member of MOL Group for the second time in the current calendar year.</p> <p>7.8. MOL Serbia shall have the right to unilaterally terminate this agreement by sending a written notification to the Buyer, without the obligation of leaving a subsequent term for execution, with the notice period of 15 days, in case the Buyer is late for payment towards any member of MOL Group for more than 30 days, under the condition that the value of the matured, yet unsettled debt is equal to or higher than 1,000 EUR towards any member of the MOL Group or that the value of the total amount of all matured, yet unsettled debts towards the members of MOL Group is equal to or higher than 10,000 EUR.</p> <p>7.9. In the sense of the previous paragraph, the Contracting Parties shall agree that in case of any unpaid debt in the currency which isn't EUR - such debt should be converted according to the exchange rate of the European Central Bank for such conversion / EUR (ECB fixed).</p>
<p>Obustava isporuke sa odloženim plaćanjem zbog prekoračenja Kreditnog limita</p>	<p>Suspension of delivery with deferred payment due to the exceeding of Credit limit</p>
<p>7.10. U slučaju da iznos ukupnih dugovanja Kupca i njegovih porudžbina sa odloženim plaćanjem po ovom ugovoru prelazi Kreditni limit, MOL Serbia ima pravo da uslovi izvršenje isporuke sa odloženim plaćanjem izmirenjem dugovanja Kupca, bez obzira na njihovu dospelost, tako da raspoloživi iznos Kreditnog limita pokriva vrednost poručene Robe.</p>	<p>7.10. In case the amount of total debts of the Buyer and its orders with deferred payment pursuant to this Agreement exceeds the Credit Limit, MOL Serbia shall have the right to condition the performance of the delivery with deferred payment by settling the Buyer's debts, regardless of their maturity, so that the available amount of the Credit Limit covers the amount of the ordered Goods.</p>
<p>Član 8. Viša sila</p>	<p>Article 8. Force Majeure</p>
<p>8.1. Neće se smatrati da bilo koja strana krši ugovor ako nije u mogućnosti da ispuni svoje ugovorne obaveze iz razloga koji su van kontrole bilo koje ugovorne strane (Viša sila).</p>	<p>8.1. It shall not be considered that either party violates the Agreement if it isn't able to fulfil its contractual obligations for reasons which are out of control of either of the Contracting Parties (Force Majeure).</p>
<p>8.2. Viša sila obuhvata okolnosti koje se nisu mogle predvideti niti sprečiti ljudskim naporima (na primer rat, štrajk, zemljotres, poplave, požari, teroristički napad itd.), koji ne zavise od volje ugovornih strana i koji direktno sprečavaju stranu koja je pogođena višom silom u ispunjavanju njenih ugovornih obaveza.</p>	<p>8.2. Force Majeure shall include circumstances which couldn't have been predicted, or prevented by human efforts (for example war, strike, earthquake, fires, terrorist attacks, etc.), which don't depend on the will of the Contracting Parties and which directly prevent the party affected by Force Majeure in the fulfilment of its contractual obligations.</p>
<p>8.3. Na zahtev druge ugovorne strane, ugovorna strana pogođena višom silom će podneti odgovarajući dokument koji izdaje nadležni državni organi ili druga nadležna organizacija u zemlji nastanka više sile ukoliko je takav dokument objektivno moguće pribaviti.</p>	<p>8.3. Upon the request of the other Contracting Party, the Contracting Party affected by Force Majeure shall submit an appropriate document issued by the competent state bodies or another competent organization in the country where Force Majeure occurred, if such document can be obtained, objectively.</p>

<p>8.4. Osim u slučaju kada su se ugovorne strane pismeno drugačije sporazumele, krajnji rokovi iz ugovora će se produžiti za vreme trajanja događaja više sile uvećanog za vremenu koje je u skladu sa pravilima struke potrebno da se po prestanku događaja više sile nastavi sa izvršenjem ugovornih obaveza.</p> <p>8.5. Ako trajanje događaja više sile pređe 30 dana, ugovorne strane će voditi pregovore o eventualnim izmenama ugovora. Ako ti pregovori ne urode plodom u roku od 10 dana od njihovog započinjanja, svaka ugovorna strana ima pravo da raskine ugovor bez otkaznog roka.</p> <p>8.6. U slučaju raskida ugovora zbog više sile, ugovorne strane će bez odlaganja izmiriti međusobne obaveze, na način predviđen za prestanak ugovora, u skladu sa pravilima koja važe za raskid usled naknadne nemogućnosti ispunjenja.</p> <p>8.7. Ugovorne strane će bez odlaganja obavestiti jedna drugu o opasnosti od nastanka bilo kog događaja više sile i njegovom očekivanom trajanju. Štetu koja nastane zbog kasnog obaveštavanja o opasnosti ili nastupanja događaja više sile snosi strana koja je odgovorna za kasno obaveštavanje u vezi sa tim.</p>	<p>8.4. Unless when the Contracting Parties agreed otherwise in writing, final deadlines from the Agreement shall be extended for the period of the duration of the event of Force Majeure increased for the period which is, in accordance with the rules of the profession, it is necessary for the fulfilment of contractual obligations to be continued upon the termination of the event of Force Majeure.</p> <p>8.5. If the duration of the event of Force Majeure exceeds 30 days, the Contracting Parties shall negotiate the possible changes of the Agreement. If these negotiations prove to be unsuccessful within 10 days from their beginning, either Contracting Party shall be entitled to terminating the Agreement without the notice period.</p> <p>8.6. In case of termination due to Force Majeure, Contracting Parties shall promptly settle their mutual obligations, in the manner envisaged for the agreement termination, in accordance with the rules applied to the termination due to the subsequent impossibility of fulfilment.</p> <p>8.7. Contracting Parties shall promptly inform each other of the danger of occurrence of any event of Force Majeure and its expected duration. Damage incurred due to late notification of the danger or occurrence of the event of Force Majeure shall be borne by the party responsible for the delayed notification regarding thereof.</p>
<p>Član 9. Klauzula o poverljivosti</p>	<p>Article 9. Confidentiality clause</p>
<p>9.1. Ugovorne strane su saglasne da se svi podaci i činjenice, posebno, ali bez ograničenja na navedeni slučaj, u vezi sa postojanjem ovog ugovora i njegovim sadržajem, povezani sa drugom ugovornom stranom i njenim aktivnostima, koje je jedna ugovorna strana dobila ili pribavila u bilo kom trenutku i na bilo koji način, smatraju poslovnom tajnom ugovorne strane na koju se odnose (u daljem tekstu: „Poverljive informacije“) i da se kao takvi neće obelodanjivati, predavati niti na drugi način učiniti dostupnim trećim licima niti koristiti u druge svrhe osim za izvršenje ovog ugovora. Ova odredba se ne odnosi na obelodanjivanje informacija od strane MOL Serbia trećoj strani sa sedištem u Republici Mađarskoj koja vrši finansijsko-računovodstvene usluge za MOL Serbia po ugovoru i bilo kojoj članici MOL Grupe.</p> <p>9.2. Svaka ugovorna strana dužna je da pristup Poverljivim informacijama omogući isključivo licima koja su se pismenim putem obvezala na čuvanje tajnosti Poverljivih informacija i kojima je neophodno omogućiti pristup u cilju izvršenja ovog ugovora i to samo u meri u kojoj izvršenja ugovora to zateva. Odgovornost za kršenje odredbi o tajnosti Poverljivih informacija od strane lica zaposlenih ili angažovanih od strane jedne ugovorne strane snosi ta ugovorna strana.</p>	<p>9.1. Contracting Parties shall agree that all the data and facts, especially, but not limited to the given case, regarding the existence of this Agreement and its contents, related to the other Contracting Party and its activities, received or obtained by one of the Parties in any moment and manner, shall be considered a trade secret of the Contracting Party they refer to (hereinafter: “Confidential Information“) and that, as such, they shall not be revealed, transferred, or in any other manner made available to third persons, or used for other purposes, other than for performance hereof. This provision shall not refer to the revealing of information by MOL Serbia to the third person with the seat in the Republic of Hungary providing financial and accounting services to MOL Serbia pursuant to an agreement and to any member of MOL Group.</p> <p>9.2. Either Contracting Party shall be obliged to allow the access to Confidential Information exclusively to persons who committed in writing to keep the confidentiality of the Confidential Information and who need to have access with the aim of performing this Agreement, only to the extent which performance of this Agreement requires. The responsibility for the violation of provisions on the confidentiality of Confidential Information by the persons</p>

<p>9.3. Obaveza čuvanja tajnosti Poverljivih informacija ne odnosi se na informacije:</p> <ul style="list-style-type: none"> a) koje su bile dostupne javnosti, ili su – iz razloga koji se ne mogu pripisati propustu strane koja ih je dobila – postale dostupne javnosti, ili b) koje su bile poznate strani koja ih je dobila i pre stupanja na snagu ugovora, ili c) koje su dobijene od treće strane koja nije obavezana klauzulom o čuvanju tajnosti u odnosu na stranu na koju se takve informacije odnose, ili d) koje moraju da se obelodane u skladu sa zakonom, berzanskim propisima ili nalogu državnih organa i do mere do koje se takvo obelodanjivanje traži u skladu sa zakonom. <p>9.4. Prestanak važenja ovog ugovora, iz bilo kog razloga, neće uticati na obavezu o čuvanju tajnosti koja nastavlja da važi u roku od 10 godina od dana prestanka važenja ovog ugovora.</p> <p>9.5. Kupac potvrđuje da se kontakt osoba(e) i kontakt podaci upisani u ugovoru (e-mail adrese i broj telefona) smatraju službenim kontakt podacima u vezi sa realizacijom ugovora - bez obzira što se odnose na fizičko lice. Shodno tome, Kupac potvrđuje da su marketinški materijali - uključujući i e-DM pisma - upućeni na navedene adrese e-pošte ili poruke poslate na navedene telefonske brojeve smatraju poslovnom komunikacijom između MOL Serbia i Kupca radi realizacije Ugovora.</p> <p>9.6. MOL Serbia ima pravo da, poštujući svoje zakonske obaveze iz propisa koji regulišu zaštitu podataka o ličnosti, svojim ili agencijama za istraživanje tržišta svog osnivača prenese podatke iz ugovora, kao što su podaci o kontaktu (adrese e-pošte, broj(evi) telefona, imena, pozicije, informacije o segmentaciji, količine). Svrha prenosa podataka je isključivo marketinške prirode, kao što je istraživanje tržišta i komunikacija. Ispunjavanje obaveza o poverljivosti podataka od strane agencija je obezbeđeno od strane MOL Serbia.</p> <p>Član 10. Pravo intelektualne svojine</p> <p>10.1. Kupac nije ovlašćen da bez izričite prethodne pismene saglasnosti Prodavca koristi zaštićeni žig "MOL", niti bilo koji drugi žig zaštićen od strane bilo koje članice</p>	<p>employed or hired by one Contracting Party shall be borne by such Contracting Party.</p> <p>9.3. The obligation of keeping the confidentiality of Confidential Information doesn't refer to the following information:</p> <ul style="list-style-type: none"> a) Those which were available to the public or became available to the public, for any reason which cannot be attributed to failure of the party receiving such information; or b) Those with which the party receiving them was already familiar with, even before the entry of the Agreement into force; or c) Those which were received by the third party not obliged by the confidentiality clause in relation to the party to which such information refer; or d) Those which must be revealed in accordance with the law, stock exchange regulations or order of the state bodies, to the extent in which such revealing is required under the law. <p>9.4. The cessation hereof, for any reason, shall not affect the obligation regarding the keeping of confidentiality which shall be valid within 10 years after this Agreement ceases to be valid.</p> <p>9.5. The Buyer confirms that their contact persons and their contact data registered in the contract (email address(es) and phone number(s)) are regarded as the official contract related business communication addresses – no matter if it is the name of a natural person. Accordingly, the Buyer acknowledges that marketing materials – including e-DM letters – sent to the given email addresses or messages sent to the given phone numbers are considered to be part of the contract related, official business communication between MOL Serbia and the Buyer.</p> <p>9.6. MOL Serbia is entitled, with respecting it's legal obligations stated in the laws regarding the protection of the personal data, to hand over to its or it's founder's contracted market researcher agencies the Buyer's contract related data, like contact data (email address(es), phone number(s), name(s), position(s), segmentation related information, volume(s)). The purpose of data handover is exclusively marketing related, like market research and communication. The fulfillment of the confidentiality obligation of agencies is ensured by MOL Serbia.</p> <p>Article 10. Intellectual Property Right</p> <p>10.1. The Buyer shall not be authorised to, without Seller's express prior written consent, use the protected trademark "MOL", or any other trademark protected by any</p>
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<p>MOL Grupe i to kako u svojim tekstualnim, tako i grafičkim oblicima.</p> <p>10.2. Pod neovlašćenim korišćenjem žiga se, bez ograničenja na navedene slučajeve, podrazumeva stavljanje zaštićenih žigova na dispanzere, oglašavanje prodaje MOL goriva na totetemima, reklamnim panoima, bilbordima, kao i svim oblicima oglašavanja u sredstvima javnog informisanja.</p> <p>10.3. Kupac je upoznat da je žig "MOL" isključivo vlasništvo privrednog društva MOL Hungarian Oil and Gas Public limited Company iz Mađarske, da je isti zaštićen i na teritoriji Republike Srbije, kao i da je Prodavac licencirani korisnik predmetnog žiga, odnosno da je Prodavac vlasnik ili korisnik svih drugih registrovanih žigova koji se odnose na Proizvod</p> <p>10.4. Prodavac ovim Ugovorom ne daje niti ustupa Kupcu nikakva prava koja bi ovlastila Kupca da deluje kao zastupnik ili predstavnik Prodavca ili bilo koje druge organizacije iz MOL Grupe.</p> <p>10.5. Ugovorne Strane ovim potvrđuju i saglasne su da nisu niti partneri ni učesnici zajedničkog ulaganja.</p> <p>10.6. Kupcu se ne daje pravo korišćenja logotipa, naziva i drugih oznaka MOL Serbia, MOL-Lub-a ili bilo koje druge kompanije iz MOL Grupe, osim ukoliko je prethodno pismeno odobren od strane Prodavca.</p> <p>Član 11. Raskid ugovora</p> <p>Jednostrani raskid bez obaveze navođenja razloga</p> <p>11.1. MOL Serbia ima pravo da jednostranom izjavom volje, dostavljanjem pisanog obaveštenja Kupcu na način predviđen odredbama ovog ugovora koje se odnose na dostavljanje pismena, raskine ovaj ugovor sa otkaznim rokom od 15 dana od dana dostavljanja obaveštenja Kupcu, bez obaveze navođenja razloga za raskid ugovora i bez bilo kakve odgovornosti prema Kupcu po osnovu prevremenog raskida ugovora, uključujući posebno, bez ograničenja na navedeni slučaj, naknadu štete za izmaklu korist.</p> <p>Jednostrani raskid sa trenutnim dejstvom</p> <p>11.2. MOL Serbia ima pravo da jednostranom izjavom volje raskine ugovor sa trenutnim dejstvom, bez otkaznog roka i bez bilo kakve odgovornosti prema Kupcu po</p>	<p>member of MOL Group, in its own both textual and graphic forms.</p> <p>10.2. Under unauthorised use of the trademark, without the limitation to the given cases, it shall be considered putting protected trademarks on dispensers, advertising the sale of MOL fuel on totems, billboards, advertising panels, as well as all the forms of advertising in the mass media.</p> <p>10.3. The Buyer shall be familiar with the fact that the trademark "MOL" is the exclusive ownership of the company MOL Hungarian Oil and Gas Public Limited Company from Hungary, that it is protected on the territory of Serbia also, as well as that the Seller is the licensed user of the relevant trademark, or that the Seller is the owner or user of all other registered trademarks referring to the product.</p> <p>10.4. The Seller, with this contract, is not giving the Buyer any rights that would authorise the Buyer to act as the agent or representative of the Seller or any other organisation from MOL Group.</p> <p>10.5. Contractual parties by this contract confirm that they are not partners or participants of joint venture.</p> <p>10.6. The Buyer is not entitled to use logotype, name and other signs of MOL Serbia, MOL Lub or any other company from MOL Group unless it is previously approved in writing by the Seller.</p> <p>Article 11. Termination of the Agreement</p> <p>Unilateral termination without the obligation to state the reason</p> <p>11.1. MOL Serbia shall have the right to, by unilateral declaration of will and sending a written notification to the Buyer in the manner envisaged by the provisions hereof referring to the submission of written documents, terminate this Agreement with a notice period of 15 days from the day of submitting the notification to the Buyer, without the obligation of stating the reason for the termination of the Agreement and without any responsibility towards the Buyer pursuant to early termination of agreement, including particularly, but without limitation to the given case, compensation of damage for loss of profit.</p> <p>Unilateral termination with immediate effect</p> <p>11.2. MOL Serbia shall have the right to, by unilateral declaration of will, terminate this with immediate effect, without the notice period and any responsibility towards</p>
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<p>osnovu prevremenog raskida ugovora ili raskida ugovora bez otkaznog roka u sledećim slučajevima kršenja ugovora:</p> <ul style="list-style-type: none"> (i) ako Kupac i/ili lice koje nastupa u njeno ime ili kao predstavnik iste značajno prekrši odredbe Etičkog kodeksa MOL Grupe ili (ii) ako Kupac i/ili lice koje nastupa u njeno ime ili kao predstavnik iste prekrši odredbe HSE propisa (Zahtevi za očuvanje bezbednosti i zdravlja na radu, protivpožarnu zaštitu i očuvanje životne sredine) koji se primenjuju na prostoru na kom MOL Serbia obavlja svoju delatnost ili (iii) ako Kupac prekrši obaveze o čuvanju tajnosti Poverljivih podataka određene zakonom i ugovorom ili (iv) ako izjava ili ponašanje/delovanje Kupca šteti ugledu ili poslovnom kredibilitetu MOL Serbia, ili (v) ako Kupac ne izvrši svoju obavezu u ugovorenom roku određenom ugovorom, ili značajno krši svoje ugovorne obaveze pored onih koje su gore pomenute ili (vi) ako je Kupac nesolventan ili mu preta stečaj ili likvidacija, s tim što se pod nesolventnošću u smislu ovog ugovora smatra blokada Kupčevog računa nezavisno od perioda trajanja. <p>Posledice raskida ugovora</p> <p>11.3. U slučaju jednostranog raskida ugovora od strane MOL Serbia (sa ili bez otkaznog roka) sva novčana dugovanja ugovornih strana nastala po osnovu ugovornih obaveza druge ugovorne strane izvršenih do dana raskida ugovora smatraju se dospelim na dan raskida ugovora.</p> <p>11.4. U slučaju prestanka ugovora iz bilo kog razloga, MOL Serbia zadržava pravo da ostvari sva svoja prava koja proističu iz kršenja ugovora od strane Kupca, uključujući i pravo na naplatu ugovorne kazne po osnovima nastalim do dana prestanka važenja ugovora kao i pravo na naknadu štete po osnovu ugovorne odgovornosti.</p> <p>Član 12. Prihvatanje Etičkog kodeksa i HSE obaveze</p> <p>12.1. Potpisivanjem ovog ugovora, Kupac potvrđuje da je preuzeo Etički kodeks za poslovne partnere MOL Grupe sa internet strane: www.mol.hu / www.molgroup.info, https://molserbia.rs/sr/za-pravna-lica/eticki-kodeks-mol-grupe-za-poslovne-partnere,</p>	<p>the Buyer pursuant to early termination of agreement or termination of agreement without the notice period, in the following cases of agreement violation:</p> <ul style="list-style-type: none"> (i) If the Buyer and/or person acting on its behalf or as its representative significantly violates the provisions of the Ethical Code of MOL Group; or (ii) If the Buyer and/or person acting on its behalf or as its representative violates the provisions of HSE regulations (Requirements for the protection of occupational health and safety, fire protection and environmental protection) implemented in the area in which MOL Serbia performs its business activities; or (iii) If the Buyer violates the obligations on confidentiality of Confidential Data stipulated by law or the Agreement; or (iv) if the statement or behavior/actions of the Buyer damages the reputation or business credibility of MOL Serbia; or (v) If the Buyer fails to fulfil its obligation within the agreed period established by the Agreement, or significantly violates its contractual obligations, beside those abovementioned; or (vi) If the Buyer is insolvent or looks at imminent bankruptcy or liquidation, whereby insolvency, in the sense of this Agreement, means the freezing of Buyer's account regardless of its duration. <p>Consequences of Agreement Termination</p> <p>11.3. In case of unilateral agreement termination by MOL Serbia (with or without the notice period), all fiduciary debts of Contracting Parties arising from contractual obligations of the other Contracting Party, performed until the day of Agreement termination shall be considered due on the day of Agreement termination.</p> <p>11.4. In case the Agreement ceases to exist for any reason whatsoever, MOL Serbia shall reserve the right to exercise all of its rights arising from the violation of the Agreement by the Buyer, including the right to a collection of contractual penalty on the bases established until the day when the Agreement ceased to be valid, as well as the right to a compensation of damage on the basis of contractual liability.</p> <p>Article 12. Ethical Code acceptance and HSE regulations</p> <p>12.1. By signing the contract, the Buyer certifies that it has received the Business Partner Code of Ethics of MOL Group from www.mol.hu / www.molgroup.info, https://molserbia.rs/sr/za-pravna-lica/eticki-kodeks-mol-grupe-za-poslovne-partnere, it has studied and understood</p>
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<p>grupe-za-poslovne-partnere, da ga je pročitao i razumeo njegov sadržaj, i da daje svoju saglasnost da se obavezuje prema navedenim odredbama koje proizilaze iz njega. Kupac se ne može pozivati na nepoznavanje navedenih zahteva.</p> <p>12.2. Kupac se obavezuje da će odmah obavestiti MOL Serbia o povredi normi „Etičkog kodeksa i kodeksa poslovnog ponašanja MOL Grupe,“ i primeni korektivnih radnji. Kupac prihvata da ukoliko se norme „Etičkog kodeksa i kodeksa poslovnog ponašanja MOL Grupe,“ trajno ili značajno prekše u sferi interesa Kupca (npr. vlastitim delovanjem i/ili od strane dobavljača, podizvođača radova, posrednika, zastupnika ili agenata), MOL Serbia zadržava pravo da primeni korektivne mere, uključujući i prekid poslovne saradnje u skladu sa važećim zakonima, bez obzira na drugačije primenjive pravne posledice predviđene ovim ugovorom.</p> <p>12.3. Kupac prihvata da kršenje „Etičkog kodeksa i kodeksa poslovnog ponašanja MOL Grupe,“ može biti određeno u skladu sa načelima navedenim u Proceduralnim pravilima Etičkog veća MOL Grupe (Dodatak „Etičkom kodeksu i kodeksu poslovnog ponašanja MOL Grupe,“) na osnovu koga Etičko veće MOL Grupe ima ovlašćenje da ustanovi materijalno kršenje etike.</p> <p>12.4. Ukoliko se ustanove navodi o nepoštovanju i kršenju pravila Kupac se obavezuje na saradnju prilikom razjašnjenja slučaja. U sklopu ove saradnje kompanije MOL Grupe, koje učestvuju u slučaju, mogu zatražiti proveru bilo kojim od navedenih sredstava i korektivnih mera ako postoje opravdani razlozi za to:</p> <ul style="list-style-type: none"> - Samoprocena: popunjavanje upitnika, sprovođenje interne istrage ili traženje informacija od treće strane, npr. pružanje podataka ili javnih informacija o usaglašenosti. - Potvrde/Izjave: potvrde ili izjave koje potkrepljuju usaglašenost. - Revizija na licu mesta: MOL Grupa ili treća strana koja deluje u ime MOL Grupe može kontaktirati poslovne partnere i zatražiti dopuštenje za proveru usklađenosti na licu mesta. <p>12.5. Kupac je obavezan da postupa u skladu sa važećim zakonima o bezbednosti i zdravlju na radu, protivpožarnoj zaštiti i zaštiti životne sredine i internim regulativama koje se bave ovim oblastima i koje se primenjuju na prostoru na kom MOL Serbia obavlja svoju delatnost.</p>	<p>what has been stipulated therein, expresses its consent to be bound by the obligations deriving therefrom and when performing the contract. The Buyer may not refer to the lack of knowledge of these requirements.</p> <p>12.2. The Buyer commits itself to immediately inform MOL Serbia on a breach of the MOL Group Code of Ethics and Business Conduct and the implementation of corrective actions. The Buyer acknowledges that if norms of the MOL Group Business Partners Code of Ethics are permanently or substantially breached in the sphere of interest of the Buyer (i.e. by own conduct or by suppliers or sub-contractors, intermediaries, proxies or agents), MOL Serbia reserves the right to apply corrective measures up to and including termination of business co-operation in accordance with the applicable law, irrespective of the otherwise applicable legal consequences stipulated under the contract.</p> <p>12.3. The Buyer acknowledges that breach of the MOL Group Code of Ethics and Business Conduct can be determined in accordance with the principles stated in the MOL Group Ethics Council Rules of Procedure (Appendix of the MOL Group Code of Ethics and Business Conduct) under which the MOL Group Ethics Council has the power to establish material ethics breach.</p> <p>12.4. If allegations of non-compliance or breach emerge, the Buyer commits itself to co-operate in clarification. As part of this co-operation MOL Group companies participating in the clarification, may ask for verification by any of the following means and for corrective measures if there is a reason for concern:</p> <ul style="list-style-type: none"> - Self-Assessment: fill in a questionnaire, conduct internal investigation or solicit information from a third party, e.g. a data provider or public information on compliance. - Certifications/Statements: certification or statement confirming compliance. - On-Site Audits: MOL Group or a third party acting on MOL Group's behalf may contact business partners and ask for permission to verify compliance on site. <p>12.5. The Buyer is required to comply with applicable laws on health and safety at work, fire protection and environmental and internal regulations dealing with these areas applicable to the area where MOL SERBIA performs its activity.</p>
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12.6. Ako predstavnici i/ili podugovarači Kupca pretrpe ili prouzrokuju nezgodu na prostoru na kom MOL Serbia obavlja svoju delatnost ili u toku aktivnosti u vezi sa realizacijom ovog ugovora, dužni su da to bez odlaganja prijave predstavniku HSE MOL Serbia i da u potpunosti sarađuju sa nadležnim organima i predstavnicima HSE organizacija u okviru istrage i raščićavanja okolnosti nezgode. Kontakti HSE predstavnika MOL Serbia su dati u Ugovoru.

Član 13. Merodavno pravo i nadležnost

13.1. Ovaj ugovor je sačinjen i tumačiće se prema zakonima Republike Srbije.

13.2. Ukoliko dođe do spora između ugovornih strana u vezi ili zbog ovog ugovora, a koji se ne može rešiti mirnim putem u roku od 30 (trideset) dana nakon nastanka spora, svi takvi sporovi će se rešavati od strane Privrednog suda u Beogradu.

Član 14. Ostale odredbe

14.1. Ugovor se može menjati samo uz zajedničku saglasnost ugovornih strana datu u pisanom obliku u formi Aneksa ovog ugovora.

14.2. Izmene registracionih podataka firme, posebno zvaničnog sedišta, predstavništva, banke, broja računa, uključujući i izmenu organizacije koja je odgovorna za sprovođenje, izvršenje ili detalje ugovora se ne smatraju izmenama ugovora. Te izmene se, u zavisnosti od okolnosti dostavljaju drugoj ugovornoj strani u pisanom obliku, 10 (deset) dana unapred ili 10 (deset) dana nakon dešavanja (registracije) izmene.

14.3. Prodavac je ovlašćen da prenese ugovor u celini, delove ugovora ili posebne odredbe ugovora, na treća lica, pod uslovom prethodnog obaveštenja Kupca. Potpisivanjem ovog ugovora Kupac neopozivo odobrava takav prenos.

14.4. Kupac je ovlašćen da prenese ugovor u celini, delove ugovora ili posebne odredbe ugovora, na treća lica, pod uslovom pribavljanja prethodnog izričitog pisanog odobrenja Prodavca.

14.5. Opšte odredbe i uslovi nabavke Kupca, ukoliko postoje, se ne primenjuju na odredbe ovog ugovora.

12.6. If contractors and/or subcontractors of the Buyer suffer or cause an accident in the area where MOL SERBIA performs its activity and/or during any and all activities connected with implementation of this Agreement, shall undertake to inform HSE representative of MOL SERBIA on it without delay and cooperate fully with the relevant authorities and representatives of HSE organizations during the investigation process, clarifying the circumstances of the accident. HSE representative of MOL Serbia contact data are given in the Contract.

Article 13. Applicable Law and Jurisdiction

13.1. This Agreement has been made and shall be interpreted under the laws of the Republic of Serbia.

13.2. If a dispute between the Contracting Parties occurs regarding or because of this Agreement, which cannot be settled amicably within 30 (thirty) days from the occurrence of the dispute, all such disputes shall be settled by the Commercial Court in Belgrade.

Article 14. Other Provisions

14.1. This Agreement can be altered only with mutual consent of the Contracting Parties given in writing in the form of Annex hereof.

14.2. Alterations of the registration data of the company, especially of the official seat, representative office, bank, account number, including the alteration of the organisation responsible for the conduct, performance and details of the agreement shall not be considered as alterations of the agreement. These alterations shall be, depending on the circumstances, submitted to the other Contracting Party in writing, 10 (ten) days in advance or 10 (ten) days after the occurrence (registration) of the change.

14.3. The Seller shall be authorised to transfer the Agreement in total, parts of the Agreement or special provisions of the Agreement, to third parties, under the condition it previously informs the Buyer. By signing this Agreement the Buyer irrevocably approves such transfer.

14.4. The Buyer shall be authorised to transfer the Agreement in total, parts of the Agreement or special provisions of the Agreement, to third parties, under the condition it previously obtains an express written approval from the Buyer.

14.5. Buyer's general terms and conditions of procurement, if they exist, shall not be applied to the provisions hereof.

<p>14.6. Ukoliko je neka odredba ovog ugovora nevažeća, ta činjenica ne utiče na validnost čitavog ugovora.</p> <p>14.7. Ugovorne strane saglasne su da ovaj ugovor predstavlja izjavu njihovih saglasnih volja u vezi sa svim aspektima pravnog posla na koji se predmetni ugovor odnosi, te da svi prethodni usmeni i pismeni sporazumi, izjave i ponude prestaju da važe danom potpisivanja ovog ugovora.</p> <p>14.8. Ugovorne strane su saglasne da se sačini Aneks postojećeg ugovora ukoliko dođe do izmena pozitivnopravnih propisa koji bitno utiču na realizaciju ugovora.</p> <p>14.9. Sva komunikacija u vezi sa izvršenjem ovog ugovora vršiče se pismenim putem. Pod pismenim putem komunikacije u smislu ovog ugovora smatra se i elektronska pošta poslata na e-mail adresu navedenu kao e-mail za prijem elektronske pošte.</p> <p>14.10. Dostavljanje pismena između ugovornih strana vrši se po pravilu na adresu koja je u ugovoru navedena kao adresa za prijem pošte, ali će se u slučaju da dostavljanje na adresu za prijem pošte iz zaglavlja ugovora nije moguće iz bilo kog razloga, urednim dostavljanjem smatrati i dostavljanje na adresu sedišta društva ili na adresu za prijem pošte koja je registrovana u registru privrednih subjekata kao adresa za prijem pošte. Ako je dostava pismena Kupcu na adresu za prijem pošte, odnosno na adresu sedišta društva ako društvo nema registrovanu adresu za prijem pošte, putem preporučene pošiljke u smislu zakona kojim se uređuju poštanske usluge bila bezuspešna, smatraće se da je dostava te pošiljke uredno izvršena istekom roka od osam dana od dana drugog slanja te pošiljke, pod uslovom da je između ta dva slanja proteklo najmanje 15 dana.</p> <p>14.11. MOL Serbia ima pravo na potraživanje pune naknade štete, uključujući štetu za izmaklu korist i štetu nastalu po osnovu plaćanja novčanih kazni po odluci državnih organa, zbog nepoštovanja bilo koje od ugovornih obaveza Kupca, uključujući i ugovorne obaveze za koje je ugovorena ugovorna kazna.</p> <p>14.12. Ovi Opšti uslovi sačinjeni su na srpskom i engleskom jeziku, a u slučaju spora, verzija na srpskom jeziku će imati prednost.</p> <p>14.13. Kupac izjavljuje i garantuje da će se pridržavati sledećih zakona:</p>	<p>14.6. If any provision hereof is invalid, that fact shall not influence the validity of the complete Agreement.</p> <p>14.7. Contracting Parties agree that this Agreement shall present the statement of their mutual willingness regarding all the aspects of legal affair to which the relevant Agreement refers to, and that all prior oral and written agreements, statements, and offers cease to be valid on the day of signing hereof.</p> <p>14.8. Contracting Parties agree that an Annex of the existing Agreement should be made if there are changes in positive legislation which significantly influence the realisation of the Agreement.</p> <p>14.9. All communication regarding the performance hereof shall be made in writing. Electronic mail sent to the email address given as email for the receipt of electronic mail shall also be regarded as written communication in the sense of this Agreement.</p> <p>14.10. Submitting written documents by the Contracting Parties to each other shall be performed, as a rule, to the address given in the Agreement as the address for the receipt of mail, but, in case the submission to the address for the receipt of mail from the header of the Agreement isn't possible for any reason, the submission to the address of the seat of the company or to the address for the receipt of mail registered in the Companies Register as the address for receipt of mail shall also be considered proper submission. If the submission of written documents to the Buyer to the address for the receipt of mail, or to the address of the company's seat, if the company doesn't have a registered address for the receipt of mail, via registered mail in the sense of the law regulating postal services is unsuccessful, it shall be considered that the submission of such mail was properly performed after eight days from the day of the second sending of such mail, under the condition that at least 15 days passed between the two sendings.</p> <p>14.11. MOL Serbia has the right to claim receivables of full damage reimbursement, including damage for lost profit and damage deriving from paying penalties according decisions of state authorities, for breaching any contractual obligation by the Buyer, including contractual obligations for which contractual penalties are stipulated.</p> <p>14.12. These GT&C are made in Serbian and English, and in case of a dispute, Serbian version will be applicable.</p> <p>14.13. The Buyer acknowledges and guarantees that it shall comply with the following laws:</p>
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<p>(i) Zakona o transportu opasnog tereta (Sl. Gl. RS, br. 88/2010)</p> <p>(ii) Zakona o zaštiti od požara (Sl. Gl. RS 111/2009)</p> <p>(iii) Zakona o zaštiti životne sredine (Sl. Gl. RS", br. 135/04 i 36/09)</p> <p>i podzakonskim aktima koji proizilaze iz svih gore navedenih zakona.</p> <p>14.14. Kupac se obavezuje da pre prve isporuke robe po ovom ugovoru dostavi dokumentaciju navedenuu Listi za proveru koja čini sastavni deo Ugovora kao njegov Prilog br. 2.</p> <ul style="list-style-type: none"> • Sledeće Odredbe se ne odnose na proizvode iz asortimana MOL ulja <p>14.15. Kupac izjavljuje i garantuje da je odredište proizvoda koji su predmet ovog ugovora Srbija.</p> <p>14.16. Kupac se obavezuje da pre prve isporuke robe po ovom ugovoru Prodavcu dostavi sve podatke potrebne za izradu Izveštaja o skladištenju i transportu, koji je MOL Serbia d.o.o. u obavezi da priloži fakturi, na osnovu važećih propisa.</p> <p>Sledeći prilozi smatraju se sastavnim delovima ovih Opštih uslova:</p> <p>Prilog br. 1 – Lista članica MOL Grupe</p>	<p>(i) Law on Transport of Dangerous Goods (Off. Gaz. of RS, No. 88/2010)</p> <p>(ii) Law on Fire Protection (Off. Gaz. of RS 111/2009)</p> <p>(iii) Law on Environmental Protection (Off. Gaz. of RS, Nos. 135/04 and 36/09)</p> <p>and sub-legal acts arising from the abovementioned laws.</p> <p>14.14. The Buyer is obliged, before first delivery according this contract, provide documentation of Checklist that is given as Appendix No 2 of the contract.</p> <ul style="list-style-type: none"> • The following provisions are not relating to the products from MOL Lub assortment <p>14.15. The Buyer acknowledges and guarantees that the destination of the products being the subject hereof shall be Serbia.</p> <p>14.16. Before the first delivery of the goods pursuant to this Agreement, the Buyer shall be obliged to submit to the Seller all the data necessary for the preparation of the Report on storage and transport, which MOL Serbia d.o.o. is obliged to enclose with the invoice, pursuant to applicable regulations.</p> <p>The following appendices shall be considered inherent parts hereof:</p> <p>Appendix 1 – List of members of MOL Group</p>
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PRILOG 1 Opštih uslova: Lista članica MOL Grupe

- BAI TEX LLC
- FER TÚZOLTÓSÁG ÉS SZOLGÁLTATÓ KFT
- FGSZ ZRT
- GEOINFORM KFT
- GES GEOFIZIKAI SZOLGÁLTATÓ KFT.
- HAWASINA GMBH
- INTERMOL D.O.O.
- ITALIANA ENERGIA E SERVIZI S.P.A. - IES
- KALEGRAN LTD
- MATJUSHKINSKAYA VERTICAL LLC
- MK MINERALKONTOR GMBH
- MMBF ZRT
- MOL AUSTRIA GROUP
- MOL CASPIAN OIL AND GAS LTD
- MOL-LUB KFT
- MOL NYRT
- MOL PAKISTAN OIL AND GAS CO.B.V
- MOL ROMANIA PPSRL
- MOL-RUSS LLC
- MOL SLOVENIJA D.O.O.
- MOL-SLOVENSKO SPOL. S R.O.
- MOLTRADE-MINERALIMPEX CO. LTD
- MOLTRANS KFT
- MOL-WESTERN SIBERIA LLC
- NELSA S.R.L
- PANTA DISTRIBUZIONE S.P.A
- PETROLSZOLG KFT
- SLOVNAFT, A.S
- SLOVNAFT CESHÁ REPUBLIKA, SPOL. S R.O
- SLOVNAFT MONTÁŽE A OPRAVY
- SLOVNAFT PETROCHEMICALS S.R.O
- SLOVNAFT POLSKA S. A
- SLOVNAFT TRANS A.S.
- SLOVNAFT VÚRUP
- SWS SPOL. S.R.O.
- TIFON D.O.O.
- TVK FRANCE S.A.R.L.
- TVK INTER-CHEMOL GMBH
- TVK ITALIA S.R.L.
- TVK NYRT.
- TVK POLSKA SP. Z.O.O.
- TVK UKRAINA O.O.O.