

UGOVOR ZA ISPORUKU ROBE

Br. D – -26

.2026. godine

U: Banjoj Luci

, pravno lice, registrovano u skladu sa zakonskim propisima
, sa sjedištem na adresi

, zastupano po direktoru
u daljem tekstu **"Prodavac"**, s jedne strane,

i

"OPTIMA Grupa" d.o.o. Banja Luka, pravno lice, registrovano u skladu sa zakonskim propisima Republike Srpske, BiH, sa sjedištem na adresi Kralja Alfonsa XIII br. 37a, 78000 Banja Luka RS, Bosna i Hercegovina, zastupano po prokuristi, Aleksandru Ivankoviću, koji postupa po osnovu Rješenja o registraciji, broj 057-0-Reg-26-001519, u daljem tekstu **"Kupac"**, sa druge strane,

zajednički navedeni kao **"Strane"**, pojedinačno kao **"Strana"**, zaključili su ovaj Ugovor kako slijedi:

1. PREDMET UGOVORA

1.1. Predmet ovog Ugovora je kupoprodaja baznog ulja SN150 u količini do 4150 t $\pm$ 10% i baznog ulja SN500 u količini do 4150 t $\pm$ 10%, u daljem tekstu **"Roba"**, prema karakteristikama, kvalitetu, jedinici mjere, cijenama i i količinom prema Specifikaciji Robe, koja je u prilogu ovog Ugovora (Prilog br. 1), i koja čini njegov sastavni dio, na paritetu DAP Modriča – **"Rafinerija ulja Modriča"** a.d. Modriča, Stepe Stepanovica 49, Modriča, RS, BiH (Incoterms 2010).

2. VRIJEDNOST UGOVORA

2.1. Maksimalna vrijednost robe iz predmeta Ugovora, prema procijenjenim količinama iznosi (bez PDV-a).

U cijenu Robe uključeno je: dokumentacija navedena u t. 4.3. Ugovora, ambalaža, označavanje, isporuka do odredišta.

Ukoliko drugačije nije predviđeno aneksom ugovora koji strane potpišu, a koji se odnosi na izmjenu maksimalne vrijednosti Ugovora, Prodavac je dužan da obustavi isporuke ukoliko je njihova vrijednost dostigla maksimalnu vrijednost Ugovora. Sve troškove koji prelaze utvrđenu maksimalnu vrijednost Ugovora preuzima Prodavac, ukoliko drugačije nije predviđeno aneksom Ugovora.

2.2. Cijena baznog ulja će se formirati na osnovu izvještaja o kretanju cijena baznih ulja na

DELIVERY CONTRACT

№ D – -26

/2026

In: Banja Luka

, the legal entity registered under the laws of and located at the address

, represented by director, hereinafter the **"Supplier"**, on the one hand

And

"OPTIMA Group" Ltd. Banja Luka, a legal entity registered under the laws of Republic of Srpska, Bosnia and Herzegovina, with its registered address at 37a, Kralja Alfonsa St., 78000 Banja Luka, Bosnia and Herzegovina, represented by its procurist, Aleksandar Ivanković, acting pursuant to the Registration Decision No. 057-0-Reg-26-001519 (hereinafter referred to as the **"Buyer"**), on the other side,

hereinafter collectively referred to as the **"Parties"**, and individually as a **"Party"**, have entered into this Contract as follows:

1. SUBJECT OF THE CONTRACT

1.1. The subject of this Contract is delivery of base oil SN150 in quantity up to 4150 t $\pm$ 10% and base oil SN500 in quantity up to 4150 t $\pm$ 10%, hereinafter: the **"Goods"**, according to the properties, quality, units of measure, prices and quantity in accordance with the Specification of Goods attached to this Contract (Appendix No. 1), constituting its integral part, DAP terms to Modrica – **"Oil Refinery Modriča"** JSC, Stepe Stepanovica 49, Modriča, RS, BiH (Incoterms 2010).

2. CONTRACTUAL VALUE

2.1. The estimated value of subject Goods, according to the estimated quantities, amounts to (VAT excluded).

The price of Goods also includes: costs of documentation specified in Cl. 4.3. herein, costs of packing, marking, delivery to the destination.

Unless otherwise provided for in an Annex to the Contract, duly signed by the Parties, relating to the amendment of maximum contractual value, the Seller shall suspend deliveries once the value of such deliveries has reached the maximum contractual value. Any costs exceeding the stipulated maximum contractual value shall be borne by the Seller, unless otherwise provided for in such Annex to the Contract.

2.2. The price of base oil shall be determined according to the **"ARGUS Base Oils Pricing Report"** on

svjetskom tržištu ARGUS Base oils Pricing report, po sledećoj formuli:

"Base Oils SN – CFR Gebze MID" objavljena na „ARGUS Base oils pricing report” - prosjek kotacija meseca koji prethodi mesecu navedenom u tabeli, a za isporuku definisanih količina iskazana u USD/t + premija u iznosu USD/t (USD se preračunava u EUR na osnovu prosjeka kurseva EUR/USD Evropske centralne banke objavljenih u mesecu kotacija, dostupnih na web stranici www.ecb.int).

Ugovorena premija je fiksna i ne mijenja se.

2.3. Troškovi carinjenja koji su neophodni za uvoz, uz plaćanje svih dažbina, poreza i taksi, koji se naplaćuju prilikom uvoza Robe nisu uključeni u cijenu i plaća ih Kupac.

3. USLOVI PLAĆANJA

3.1. Roba se plaća putem bankarskog transfera sredstava po bankarskim podacima navedenim u čl. 12 ovog Ugovora odloženo dana od isporuke.

3.2. Prilikom plaćanja po Ugovoru, sve bankarske troškove i provizije u banci Prodavaca plaća Prodavac, a troškove provizije u banci Kupca i korespondentskim bankama plaća Kupac.

3.3. Datum isplate je datum prenosa novčanih sredstava sa računa Kupca na račun Prodavca.

3.4. Kupac ima pravo da naplati ugovornu kaznu, nadoknadi gubitke Kupca i druge iznose koji pripadaju Kupcu od iznosa koji se plaća Prodavcu prilikom vršenja takvog plaćanja po predmetnom Ugovoru.

4. ROKOVI I USLOVI ISPORUKE

4.1. Rok za isporuku Robe je naveden u Prilogu broj 1 ovog Ugovora a podijeljen je u 9 lotova. Roba će biti isporučena u autocisternama pakovana u rinfuzi.

4.2. Datum isporuke Robe je datum potpisivanja i ovjere tovarno-transportnog lista od strane ovlaštenog predstavnika Kupca.

4.3. Prodavac će zajedno sa isporučenom Robom Kupcu takođe dostaviti i sljedeće dokumente:

- a) Račun-fakturu – broj originalnih primjeraka sačinjava se u zavisnosti od broja pograničnih carinskih ispostava;
- b) Tovarno - transportni list - broj originalnih primjeraka sačinjava se u zavisnosti od broja pograničnih carinskih ispostava;
- v) Sertifikat o kvalitetu Robe;
- g) Listu pakovanja, uz navođenje sadržaja svakog tovarnog mjesta ili isporučene partije, bruto i neto težine,
- d) Sertifikat o porijeklu Robe;

base oil price movements on the global market, upon the following formula:

"Base Oils – CFR Gebze MID" as published in the ARGUS Base Oils Pricing Report – the average of the quotations for the month preceding the month specified in the table, while for deliveries of the specified quantities, expressed in USD/ton, plus a premium of USD /ton. (USD shall be converted into EUR based on the average EUR/USD exchange rates of the European Central Bank, published during the quotation month and available on the ECB website at www.ecb.int).

The agreed premium is fixed and cannot be amended.

2.3. Customs clearance expenses, required at import, with the payment of all duties, taxes and fees imposed when importing Goods, are not included into the Price and shall be paid by the Customer.

3. PAYMENT TERMS

3.1. The cost of Goods is paid via bank transfer of funds to the bank details specified in art. 12 of this Contract days after delivery.

3.2. When settling accounts under this Contract, all bank expenses and the fees of bank of the Supplier are paid by the Supplier, the expenses and the fees of bank of the Customer and correspondent banks are paid by the Customer.

3.3. Date of payment is deemed to be the date of funds write-off from the settlement account of the Customer to the account of the Supplier.

3.4. Customer shall have the right to collect forfeit, to compensate Customer's losses and other amounts due to the Buyer from the amounts payable to the Supplier when making such payments hereunder.

4. TERMS AND CONDITIONS OF DELIVERY

4.1. Goods delivery period is specified in Appendix No. 1 hereto, and is divided into 9 lots. The goods will be delivered in tank trucks, as bulk cargo.

4.2. Goods delivery date shall be deemed the date of signing and sealing of the consignment note by the authorized representative of the Customer.

4.3. The Supplier provides the following documents to the Customer along with the delivered Goods:

- a) The invoice - the number of originals is made out depending on the number of border customs checkpoints);
- b) The commodity-transport consignment note;
- c) Certificate of quality of Goods;
- d) The packing list with the indication of contents of each place or the delivered consignment, gross and net weights;
- e) Certificate of origin;
- f) A technical documentation set for each unit of Goods according to the Appendix No. 1 (To define the specific list of technical documentation in the Appendix No. 1).

e) Komplet tehničke dokumentacije za svaku jedinicu Robe u skladu sa Prilogom br. 1.

4.4. Kašnjenje u dostavljanju dokumentacije jednako je kašnjenju u isporuci Robe.

4.5. Smatraće se da je Prodavac predao, a Kupac preuzeo Robu:

a) kvantitativno – u skladu sa brojem tovarnih mjesta i težinom, navedenom u tovarno - transportnom listu i odvagom prilikom prijema robe na skladište „Rafinerije ulja Modriča“ a.d. Modriča,

b) kvalitativno – u skladu sa Sertifikatom kvaliteta Robe, izdatim od strane proizvođača ili Prodavaca.

4.6. U slučaju da Kupac ima prigovor vezano za količinu i kvalitet preuzete Robe, dužan je da u roku od 15 dana nakon isporuke Robe dostavi takav prigovor Prodavcu u pismenom obliku.

4.7. U slučaju isporuke Robe u nedovoljnoj količini, Kupac ima pravo da plati samo onu količinu Robe koja je isporučena. Dozvoljeno odstupanje prilikom odvage u „Rafineriji ulja Modriča“ a.d. je $\pm 0,4\%$ od fakturisane količine za svaku pojedinačnu isporuku.

4.8. U slučaju isporuke Robe neodgovarajućeg kvaliteta, Kupac ima pravo da po sopstvenom izboru zahtjeva proporcionalno smanjenje kupoprodajne cijene Robe, besplatno otklanjanje nedostataka kod Robe ili zamjenu Robe odgovarajućeg kvaliteta, u roku od 15 od trenutka kada o tome obavjesti Prodavaca.

4.9. Pravo vlasništva na Robu prelazi sa Prodavaca na Kupca od datuma isporuke.

5. AMBALAŽA I OZNAČAVANJE

5.1. Roba se mora dostavljati u ambalaži pogodnoj za prevoz, koja dogovara prirodi Robe koja se isporučuje. Ambalaža mora štiti Robu od bilo kakvih povreda i korozije tokom prevoza, uzimajući u obzir eventualne usputne pretovare, kao i dugotrajno skladištenje.

5.2. Prije pakovanja, svi obrađeni dijelovi Robe moraju biti konzervirani na odgovarajući način, koji će zaštititi Robu od kvara tokom prevoza i skladištenja.

5.3. Prodavac je odgovoran za gubitke ili oštećenja Robe, nastale zbog nekvalitetne ili nepropisne konzervacije, označavanja i pakovanja Robe, kao i za stvarnu štetu, vezanu za isporuku Robe na pogrešnu adresu zbog nepotpunog ili neispravnog označavanja.

6. GARANCIJE

6.1. Kvalitet proizvedene i isporučene Robe potvrđuje se potvrdama o usklađenosti.

Prodavac garantuje:

4.4. Delay in delivery of documentation is made equivalent to the delay in the Delivery of Goods.

4.5. The Goods are considered to be delivered by the Supplier and accepted by the Customer:

a) per quantity — according to the number of cargo items and weight specified in the consignment note and weighing upon receipt of the goods at the warehouse of "Oil Refinery Modrica" JSC,

b) by quality — according to the Quality certificate of Goods issued by manufacturer or the Supplier.

4.6. In case the Customer has claims concerning quantity and quality of the accepted Goods, he is obliged to present them to the Supplier in writing within 15 days after delivery of goods.

4.7. In case of short delivery of Goods the Customer is entitled to pay only for that quantity of Goods which was delivered. Allowed deviation of quantity during the weighing in "Oil Refinery Modrica" JSC is $\pm 0,4\%$ of invoiced quantity for each delivery.

4.8. In case of delivery of Goods of inappropriate quality, the Customer is entitled to demand for the proportional reduction of purchase price of Goods, gratuitous elimination of defects of Goods or replacement Goods of appropriate quality within 15 days from the notification of the Supplier.

4.9. Title on Goods shall pass from Supplier to the Customer from the delivery date.

5. PACKING AND MARKING

5.1. The goods have to be delivered in the packing suitable for transportation and corresponding to the nature of the delivered Goods. The packing has to protect Goods from any damages and corrosion during its transportation taking into account possible overloads in the way and long storage.

5.2. Before packing all processed parts of Goods have to be subjected to the relevant conservation ensuring safety of Goods from damage during transportation and storage.

5.3. The Supplier bears responsibility for the losses or damages of Goods due to the low-quality or undue preservation, marking and packing, and also for the actual losses connected with the delivery of Goods to the wrong address due to defective or wrong marking.

6. WARRANTIES

6.1. Quality of the produced and delivered Goods confirmed by the certificates of conformity.

The supplier guarantees that:

- a) da je Roba nova i odgovara tehničkim zahtjevima;
- b) da će prilikom izrade Robe primjenjivati visokovkvalitetni materijali, te da će biti obezbjeđena prvoklasna obrada i tehnologija izrade Robe,
- v) da komplet Robe koja se izrađuje odgovara uslovima ovog Ugovora.

6.2. Garantni rok za Robu počinje sa datumom isporuke Robe i navodi se za svaku vrstu Robe u specifikaciji (Prilog br. 1).

6.3. Ukoliko nakon preuzimanja Robe, ili tokom garantnog roka, budu uočeni nedostaci kod Robe, ili neusklađenost Robe sa uslovima iz ovog Ugovora, Prodavac je dužan za svoj račun otkloniti uočene nedostatke, ili zamijeniti robu sa novom ispravnom robom u roku od 15 (petnaest) kalendarskih dana, ili u periodu potrebnom za pripremu i isporuku nove Robe odgovarajućeg kvaliteta, a u skladu sa predviđenim rokovima isporuke, te nadoknaditi Kupcu gubitke koji su potvrđeni dokumentima.

Sve troškove vezane za zamjenu Robe snosi Prodavac.

6.4. Osnov za zamjenu nekvalitetne robe predstavlja Zapisnik o uočenim nedostacima Robe, potpisan od strane ovlašćenih predstavnika Strana ili Zapisnik o nezavisnom ispitivanju.

6.5. U slučaju spora između Strana vezano za kvalitet Robe, na zahtjev bilo koje od Strana može biti određeno nezavisno ispitivanje i analiza Robe, s tim da usluge sprovođenja nezavisnog ispitivanja i analize snosi Strana koja je isto zahtjevala. Ukoliko nezavisno ispitivanje i analiza pokažu da je Roba nekvalitetna ili da ima nedostatke, troškove sprovođenja nezavisnog ispitivanja i analize snosi Prodavac. Prodavac će u tom slučaju izvršiti naknadu troškova sprovođenja nezavisnog ispitivanja i analize, a na osnovu dokumenata kojima se isto potvrđuje.

6.6. Ukoliko Prodavac ne izvrši u predviđenom roku garantne obaveze, utvrđene tačkom 6.3. ovog Ugovora, Kupac ima pravo da ih otkloni angažovanjem trećih lica, pri tome će troškovi ići na račun Prodavaca, koji ih je dužan nadoknaditi u roku od 7 dana od trenutka kada Kupac ispostavi odgovarajući zahtjev.

7. ODGOVORNOST STRANA

7.1. Za neizvršavanje i/ili nepotpuno, odnosno djelimično izvršavanje obaveza po ovom Ugovoru, oštećena Strana ima pravo tražiti, od Strane koja je prekršila obaveze, ugovornu kaznu u visini od 0,1% od vrijednosti Ugovora za svaki dan kašnjenja. Ukoliko Prodavac u izvršavanju svojih obaveza kasni više od 21 dan, Kupac ima pravo naplatiti ugovornu kaznu za neodgovarajuće izvršenje ugovornih obaveza u iznosu od 10% od vrijednosti Ugovora dodatno uz gore navedenu ugovornu kaznu.

a) The Goods are new and conform to the technical requirements;

b) during the production of Goods high-quality materials will be applied and the first-class processing and workmanship of Goods will be provided;

c) the complete set of the manufactured Goods meets the requirements of this Contract.

6.2. Warranty period for the Goods begins on the delivery date of the Goods and it is specified on each type of Goods in specifications (Appendix No. 1).

6.3. If after receiving the Goods, or within the warranty period, defects of Goods are found or discrepancy of Goods with the requirements of this Contract is established, the Supplier is obliged to eliminate the determined defects at his own expense, or to replace the Goods with a new regular Goods within 15 (fifteen) calendar days, or during that time which is required for the production and delivery of the new appropriate Goods as it is defined by delivery time and compensate to the Customer all the documented losses.

All expenses connected with replacement of Goods are borne by the Supplier.

6.4. The basis for replacement of low-quality Goods is the Act of detection of the defects of the Goods signed by the authorized representatives of the Parties or the Act of independent inspection.

6.5. In case of dispute between the Parties concerning the quality of Goods by request of any of the Parties independent inspection can be scheduled, thus services of the independent inspection are paid by the Party which demanded the inspection. If the independent inspection confirms that the Goods are low-quality or defective, expenses for carrying out such inspection will be borne by the Supplier. In this case the Supplier will refund expenses for it on the basis of supporting documents.

6.6. If the Supplier does not fulfill the guarantee commitments established in the clause 6.3. of this Contract in the provided time, the Customer is entitled to eliminate them at the expense of the third parties, with the allocation of the expenses to the Supplier which the latter has to reimburse within 7 days from the moment the relevant demand is made by the Customer.

7. LIABILITIES OF THE PARTIES

7.1. For non-performance and/or inappropriate performance, that is, partial performance of contractual obligations, the affected Party shall have the right to charge from the Party in breach a forfeit, in an amount of 0.1% of value of the Contract for each day of delay. If the delay in performance of contractual obligations by the Supplier is longer than 21 days, the Customer shall have the right to charge a forfeit in an amount 10% of value of the Contract, in addition to aforementioned forfeit.

7.2. Strane su se dogovorile da datum početka obračunavanja iznosa ugovorne kazne bude datum neizvršavanja i/ ili nepotpunog, odnosno djelimičnog izvršavanja svojih obaveza u rokovima određenim ovim ugovorom jedne od strana, nezavisno od njihovog priznanja dužnikom. Prinudno naplaćivanje bilo kojih ugovornih kazni predviđenih ovim ugovorom, ne oslobađa strane od izvršenja obaveza koje proizilaze iz ovog ugovora.

8. VIŠA SILA

8.1. „Viša sila" predstavlja bilo kakav događaj, koji izlazi izvan granica kontrole Prodavca ili Kupca, u zavisnosti od toga o čemu se radi, i koja nastaje nezavisno od toga kakve je mjere predostrožnosti preduzela dotična Strana i odnosi se na sljedeće događaje:

a) rat, neprijateljska dejstva ili ratne operacije (nezavisno od toga da je rat objavljen ili nije), upad, djelovanje spoljnog protivnika, građanski rat, ili

b) ustanak, revolucija, pobune, bune, zbacivanje sa vlasti civilne ili vojne vlade, zavjera, oružani sukobi, društveni nemiri, teroristički akti, ili

c) konfiskacija, nacionalizacija, mobilizacija, pljenidba ili rekvizicija po naređenju bilo koje vlade ili pravnih ili stvarnih vlasti ili vladara ili zbog nekog drugog činjenja ili nečinjenja lokalne vlasti ili vladara ili zbog nekog drugog činjenja ili nečinjenja lokalnog organa vlasti ili nacionalne vlade, ili

d) štrajk, sabotaza, lokaut, embargo, ograničenje uvoza/izvoza, blokiranje luka, nedostatak običnih sredstava društvenog transporta i veze, brodolomi, nedostataka ili ograničenje u snabdijevanju električnom energijom, epidemija, karantin, kuga, ili

e) zemljotresi, klizišta, prorada vulkana, požar, poplave ili pojava cunamija, tajfun ili ciklon, uragan, oluja, udar groma ili druge pojave sa katastrofalnim posljedicama, ispuštanje radijacije, udarni talasi poslije atomskih udara, radioaktivno djelovanje na lokalnu sredinu, udarni talasi, koje izazivaju avioni ili drugi leteći objekti ili drugi događaji, koje objektivno nije mogla predvidjeti niti jedna Strana ili druge prirodne i vještački izazvane okolnosti.

8.2. Pod uslovom da viša sila spriječi, zasmeta ili prolongira izvršenje obaveza iz Ugovora neke od Strana-ugovornica, ta Strana je obavezna da u pisanoj formi obavijestiugu dugu stranu o nastaloj situaciji i događajima u roku od 5 (pet) dana poslije pojave takve situacije i da preda potvrde izdate od strane nadležnih organa u najkraćem roku.

8.3. Strana ili Strane, koja pošalje takvo obavještenje, biće oslobođena od izvršenja ili potpunog izvršenja svojih obaveza po Ugovoru sve dotle, dok traje odgovarajuća viša sila i u onoj mjeri u kojoj ta sila sprečava, smeta ili prolongira toj strani izvršenje svojih obaveza.

7.2. The starting date of charging of the amounts of the penalty fee of the Party is agreed to be the date of non-performance or undue performance of the obligations within the terms established by this Contract, by one of the parties irrespective of their acknowledgement by the debtor. Collecting any penalty fees, the penalties provided by this Contract does not relieve the Party from the performance of obligations, arising from this Contract.

8. FORCE MAJEURE

8.1. "Force majeure" means any event beyond control of the Supplier or the Customer, as the case may be, occurring regardless of the precautionary measures taken by the Party affected and related to the following:

a) war, hostile action or war operations (regardless of a declaration of war), intrusion, actions of an external enemy, civil war, or

b) uprising, revolution, insurrection, rebellion, overthrow of a civilian or military government, conspiracy, armed conflicts, social unrest, terrorist acts, or

c) confiscation, nationalization, mobilization, seizure or requisition by order of any government or legal or actual authority or ruler, or due to any other act or omission of a local authority or ruler or due to any other act or omission of a local government agencies or national government, or

d) strike, sabotage, lockout, embargo, restriction on imports/exports, blockade of ports, lack of ordinary means of social transport and communications, shipwrecks, lack or restriction of electricity supply, epidemics, quarantine, plague, or

e) earthquakes, landslides, volcanic eruptions, fires, floods or tsunamis, typhoons or cyclones, hurricanes, storms, lightning strikes or other events having catastrophic consequences, radioactive releases, atomic blast waves, radioactive effects on the local environment, shock waves, caused by airplanes or other flying objects, or other events, which could not be reasonably foreseen by either Party, or other natural and artificially induced circumstances.

8.2. In case of force majeure circumstances preventing, hindering or causing prolongation of performance of the obligations hereunder by any of the Parties, that Party must notify the other Party in writing about the occurrence of such situation and events within 5 (five) days after the relevant occurrence, and to provide certificates thereof issued by competent authorities as soon as possible.

8.3. The Party or Parties sending such notification shall be relieved from the performance or full performance of their obligations hereunder for the entire period of relevant force majeure duration, to the extent such force prevents, hinders or causes prolongation of performance of obligations by the affected Party. The time specified for fulfillment of contractual obligations must be extended in accordance with Cl. 4.

8.4. Strana ili Strane, koje su izložene djelovanju više sile ulažu razumne napore kako bi se umanjile posljedice djelovanja više sile na izvršenje njihovih obaveza prema Ugovoru, ali to ne utiče na pravo svake strane da ima pravo raskinuti Ugovor u skladu sa uslovima, navedenim u daljem tekstu, tačkom 8.6.

8.5. Bilo kakva zadržavanja ili neizvršenje neke od Strana svojih obaveza zbog djelovanja više sile,

a) ne predstavljaju razlog za neizvršavanje ili kršenje uslova Ugovora, i

b) ne predstavljaju razlog za podnošenje bilo kakve reklamacije u odnosu na štetu ili na troškove i izdatke, koji su vezani za njih, u onoj mjeri u kojoj su ova zadržavanja ili neizvršavanja posljedica djelovanja više sile.

8.6. Ukoliko okolnosti više sile traju 30 (trideset i više dana, svaka Strana ima pravo da raskine Ugovor s tim da je obavezna da obavijesti drugu Stranu o svojoj namjeri.

8.7. U cijelom periodu trajanja okolnosti više sile obaveze između Ugovornih strana miruju, a po prestanku važenja svaka Ugovorna strana je dužna izvršiti obaveze preuzete ovim Ugovorom.

8.8. U slučaju raskida Ugovora usljed okolnosti djelovanja više sile Kupac će platiti Prodavcu za isporučenu robu koja postaje vlasništvo Kupca.

9. PRELAZNE I ZAKLJUČNE ODREDBE

9.1. Kupac ili Prodavac imaju pravo na jednostrani raskid ovog Ugovora, ukoliko bilo koja od Strana zakasni sa izvršenjem obaveza po ovom Ugovoru duže od mjesec dana.

9.2. Prilikom promjene naziva (imena) Strana, njihovih pravnih statuta i pravne odgovornosti, adresa i bankarskih podataka, Strana, kod koje je došlo do izmjena, je dužna da u roku od tri dana o tome obavijesti drugu Stranu.

9.3. Svaka od Strana dužna je da obezbijedi zaštitu Povjerljivih informacija, koje joj postanu dostupne u okviru ovog Ugovora, od neovlaštenog korišćenja, širenja ili objavljivanja.

Za potrebe ovog Ugovora, termin „Povjerljive informacije“ označava sve informacije po ovom Ugovoru koje imaju stvarnu ili potencijalnu vrijednost zbog toga što su nepoznate trećim licima, koje nisu namijenjene širu distribuciju i/ili korišćenje od strane neograničenog kruga lica, koje zadovoljavaju zahtjeve iz zakonskih propisa Bosne i Hercegovine, ili informacije koje Strane izričito definišu kao povjerljive.

Zaštita povjerljivih informacija mora se osiguravati u periodu izvršenja ovog Ugovora, kao i u roku od tri godine od završetka njegovog roka važenja, a u pogledu „know-how“ – sve dok je na snazi povjerljivost

8.4. The Party or Parties, affected by force majeure, shall use reasonable efforts to mitigate consequences of a force majeure event affecting the performance of their obligations hereunder, however it shall not affect the right of either Party to terminate the Agreement in accordance with the conditions set forth in Cl. 8.6. below.

8.5. Any delay or non-performance of obligations by any of the Parties due to force majeure,

a) shall not constitute a ground for non-performance or breach of the terms of the Agreement, and

b) shall not constitute a ground for submission of any complaint for damages or for related costs and expenses, to the extent that such delay or non-performance are resulting from force majeure circumstances.

8.6. If force majeure circumstances continue for a period of 30 (thirty) or more days, each Party shall have the right to terminate the Agreement, provided that such Party must notify the other Party of their intention to terminate the Agreement.

8.7. Fulfillment of obligations between the Parties shall be suspended over the entire period of force majeure duration, and upon cessation of force majeure, each Party shall undertake to fulfill their obligations assumed under the Agreement.

8.8. In case of Contract termination due to force majeure, the Customer shall pay to the Supplier for delivered goods which become the property of the Customer.

9. TRANSITIONAL AND FINAL PROVISIONS

9.1. The Customer and the Supplier have the right to terminate this Contract unilaterally in case there is a delay in the performance of the obligations by any party under this Contract which lasts for more than one month.

9.2. In case of change of the names of the Parties, their legal status and capacity, the address and payment details the Party which makes such change is obliged to inform the other Party about it in a three days' time.

9.3. Each of the Parties must ensure the confidential information made available to it hereunder is protected from unauthorized use, distribution or publication.

For the purposes of this Contract, the term "confidential information" means any information hereunder having actual or potential value because it is unknown to third parties, or information which is not intended for further distribution and/or use by an unlimited number of persons, and which conforms to the requirements of Bosnia-Herzegovina legislation, or information which is expressly referred to by the Parties as confidential.

Each of the Parties shall ensure the protection of confidential information made available to it hereunder from unauthorized use, distribution or publication during the validity term of this Contract and for three years after

podataka koji čine njegov sadržaj. Odgovarajuća Strana ovog Ugovora snosi odgovornost za činjenje (nečinjenje) svojih radnika i drugih lica koja dobiju pristup Povjerljivim informacijama.

Obaveze poštovanja povjerljivosti, koje su predviđene ovim Ugovorom, ne obuhvataju slučajeve dostavljanja informacija državnim organima na način utvrđen zakonskim propisima Bosne i Hercegovine, a takođe se ne odnose na javno dostupne informacije, koje su postale poznate trećim licima bez krivice Strana. Šteta, izazvana povredom odredbe o povjerljivosti, određuje se i nadoknađuje u skladu sa važećim zakonskim propisima Bosne i Hercegovine.

9.4. Prodavac primjenjuje interna pravila i protokole režima ulaska i kretanja po teritoriji „Rafinerija ulja Modriča“ a.d. Modriča.

9.5. Sve dopune i izmjene ovog Ugovora imaju pravnu snagu samo u slučaju ako su sastavljene u pismenom obliku, kao Aneks ovog Ugovora, i ako su potpisane od ovlašćenih predstavnika Strana.

9.6. Ni jedna od Strana nema pravo predati svoje obaveze po Ugovoru trećoj strani bez pismene saglasnosti druge Strane.

9.7. Svi prilozi ovog Ugovora čine njegov sastavni dio.

9.8. Svi sporovi, nesuglasice ili potraživanja, nastali iz ovog Ugovora ili u vezi sa njim, uključujući one koji se tiču njegovog izvršenja, povrede, raskida ili ništavnosti, rješavaće se kod Okružnog privrednog suda u Banjoj Luci.

Ovaj Ugovor reguliše se pravnim propisima Republike Srpske, Bosne i Hercegovine.

9.9. Ovaj Ugovor sačinjen je u 2 primjerka na srpskom i engleskom jeziku, po jedan primjerak za svaku od Strana.

9.10. U slučaju različitog tumačenja teksta Ugovora, mjerodavan je tekst na engleskom jeziku.

9.11. Sva korespondencija i pregovori koji su se desili do potpisivanja ovog Ugovora smatraju se nevažećim i nemaju pravnu snagu.

10. ANTIKORUPCIONE MJERE

Prilikom izvršenja obaveza po ovom Ugovoru, Strane, njihova povezana lica, radnici ili posrednici neće platiti, neće predložiti da plate i neće dozvoliti plaćanje bilo kojih novčanih sredstava ili materijalnih vrijednosti bilo kojim licima, direktno ili indirektno, radi vršenja uticaja na radnje ili odluke takvih lica, a u cilju sticanja određenih nezakonitih prednosti, ili u druge nezakonite svrhe.

Prilikom izvršenja svojih obaveza po ovom Ugovoru, Strane, njihova povezana lica, radnici ili posrednici neće vršiti radnje koje su zakonskim propisima koji se odnose na ovaj Ugovor kvalifikovane kao davanje ili uzimanje mita, potplaćivanje, kao iradnje kojim se krše zahtjevi iz važećih zakonskih propisa i međunarodnih

its expiration, whereas in regards to know-how, this obligation is valid during the period in which confidentiality of its content is maintained. The relevant Party to this Contract is responsible for the acts (failure to act) of its employees and other persons who have obtained access to the Confidential information.

Obligation to adhere to the confidentiality terms stipulated herein do not affect the cases of providing information to public authorities according to procedures prescribed by applicable law, and will not apply to publicly available information that becomes known to third parties through no fault of the Parties.

Losses caused by breach of confidentiality terms are determined and reimbursed in accordance with the current legislation of the Republic of Srpska, Bosnia and Herzegovina.

9.4. The Supplier accepts internal rules and protocols of the regime for entering and moving across the territory of the "Oil Refinery Modrica" JSC.

9.5. All additions and changes to this Contract are valid only in case they are made in writing, as an additional agreement to this Contract and if they are signed by authorized representatives of the Parties.

9.6. Any of the Parties is not entitled to assign the obligations under the Contract to the third party without written consent of the other Party.

9.7. All appendixes to the present Contract are its integral part.

9.8. All disputes, discrepancies or demands arising from this Contract or in connection with it, including those concerning its execution, breach, termination or invalidity are subject to settlement in regional economic court in Banja Luka.

This Contract is governed by the Republic of Srpska, Bosnia and Herzegovina laws.

9.9. This Contract is made in 2 copies in Serbian and English language, one copy for each of the Parties.

9.10. In case of different interpretation of the text of this Contract, the text in English language will prevail.

9.11. All correspondence and negotiations which took place before the signing of this Contract, are considered null and void and invalid.

10. ANTI-CORRUPTION CLAUSE

During the performance of their obligations under this Contract the Parties, their Affiliated Persons, employees or intermediaries shall not pay, offer to pay or permit payment of any monetary funds or valuable items, direct or indirect, to any persons for the purpose of affecting these persons or actions or decisions of these persons to get any illegitimate benefits or other illegitimate purposes.

During the performance of their obligations under this Contract the Parties, their Affiliated Persons, employees or intermediaries shall not carry out actions qualified by law applicable to this Contract as giving or receiving bribe, corrupt payment, and also actions breaching the requirements of applicable law and international acts

pravnih akata o borbi protiv legalizacije (pranja novca) od prihoda stečenih kriminalom.

Svaka od Strana ovog Ugovora odbiće da na bilo koji način stimuliše radnike druge Strane, uključujući davanje novčanih iznosa, poklona, besplatnog izvršavanja radova (usluga) za njihov račun, kao i na druge načine koji nisu navedeni u ovoj tački, a kojim bi se takav radnik stavio u određenu zavisnost, i kojim bi se obezbjedio da taj radnik vrši određene radnje u korist Strane koja je omogućila takvu stimulaciju.

Pod radnjama radnika koje bi takav radnik vršio u korist strane koja mu je omogućila stimulaciju podrazumijevaju se:

- Omogućavanje neopravdanih prednosti u odnosu na druge saugavarače;
- Davanje određenih garancija;
- Ubrzavanje postojećih procedura;
 - Druge radnje koje takav radnik vrši u okviru svojih radnih dužnosti, a koje su u suprotnosti sa principima transparentnosti i otvorenosti u odnosima između Strana.

U slučaju da neka od Strana sumnja da je došlo, ili da može doći do povrede neke od odredbi iz ovog člana Ugovora, ta Strana je dužna da obavjesti o tome drugu Stranu u pismenom obliku. U takvom pismenom obavještenju data Strana je dužna da se pozove na činjenice ili da dostavi materijale koji osnovno potvrđuju, ili daju osnovu za pretpostavku da je došlo, ili da može da dođe do povrede određenih odredbi iz ovog člana Ugovora. Nakon što uputi pismeno obavještenje, odgovarajuća strana ima pravo da obustavi izvršenje obaveza po ovom Ugovoru, sve dok od druge Strane ne dobije potvrdu toga da do povrede nije došlo, ili neće doći. Takva potvrda mora biti poslana u roku od deset radnih dana od datuma prijema pismenog obavještenja.

Strane u ovom Ugovoru prihvaćaju sprovođenje postupaka za sprečavanje korupcije i kontrolisanje poštovanje istih. Pri tome će Strane uložiti razumne napore da minimalizuju rizike iz poslovnih odnosa sa saugovaračima koji mogu biti uključeni u koruptivne aktivnosti, i uzajamno će sarađivati u cilju sprečavanja korupcije. Pri tome će Strane osigurati sprovođenje kontrolnih postupaka u cilju sprečavanja rizika od uključivanja Strana u koruptivne aktivnosti.

Strane će garantovati sprovođenje odgovarajućeg postupka vezano za činjenice dostavljene tokom izvršenja ovog Ugovora, uz poštovanje principa povjerljivosti i primjene efikasnih mjera za otklanjanje problema u praksi i sprečavanje mogućih konfliktnih situacija.

Strane će garantovati punu povjerljivost vezano za izvršenje odredbi iz ovog člana Ugovora, kao i odsustvo negativnih posljedica, kako ukupno za Stranu koja se obratila sa zahtjevom, tako i za konkretne radnike Strane koja se obratila sa zahtjevom, a koji su prijavili izvršene povrede.

U slučaju da jedna od Strana prekrši obavezu uzdržavanja od radnji zabranjenih ovim članom, i/ili u slučaju da druga Strana u Ugovorom utvrđenom roku

against legitimization of illegally obtained income (anti-laundering).

Each Party under this Contract renounces any manner of stimulation of the employees of the other Party, including monetary funds, gifts, voluntary performance of any works (services) for them and other manners not mentioned in this clause that make the employee in a way dependent and aimed at ensuring this employee performs any actions for the benefit of the stimulating Party.

The following are understood as actions of the employee made for the benefit of the Party stimulating him:

- granting of unjustified benefits in comparison to other counteragents;
- granting of any guarantees;
- acceleration of current procedures;
- other actions performed by the employee in the framework of his official duties, but contradicting with the principals of transparent and open relations between Parties.

In case the Party is suspicious that a breach of any provision of this clause of the Contract has occurred or may occur, such Party undertakes to inform the other Party in writing. The Party is obliged to refer in such written notice to the fact or submit materials reasonably confirming or giving reasons to suppose that a breach of any provision of this clause of the Contract has occurred or may occur. After submitting such written notice the relevant Party may suspend the performance of its obligations under this Contract until it receives a confirmation from the other Party stating that the breach has not occurred or will not occur. Such confirmation must be submitted within ten working days from the date of receipt of the written notice.

The Parties under this Contract acknowledge the conduct of procedures to prevent corruption and control the adherence to them. At this the Parties make reasonable efforts to minimize the risk of business relations with counteragents that may be involved in corrupt activities, and render mutual assistance to prevent corruption. At this the Parties ensure the implementation of procedures for performance of checks for the purpose of prevention of risk of involvement of Parties in corrupt activities.

The Parties guarantee the performance of relevant investigation of facts submitted in the framework of performance of this Contract with adherence to the principles of confidentiality and implementation of effective measures to eliminate practical difficulties and prevent possible conflicts.

The Parties guarantee full confidentiality in relation to the implementation of provisions of this clause of the Contract, and absence of negative consequences both for the claiming Party in general and for certain employees of the claiming Party who have reported on the fact of breach.

In case one Party breaches the obligation to refrain from the actions mentioned in this clause and/or in case the other Party does not receive the confirmation that a

ne dobije potvrdu toga da do povrede nije došlo i neće doći, druga Strana može da raskine ovaj Ugovor na zakonom utvrđen način. Strana na čiju inicijativu, a po osnovama predviđenim odredbama ovog člana, Ugovor bio raskinut, ima pravo da zahtjeva naknadu stvarne štete koja je nastala zbog raskida.

11. ROK VAŽENJA UGOVORA

11.1. Ovaj Ugovor stupa na snagu sa danom njegovog potpisivanja i važi do izvršenja svih ugovorenih obaveza Strana, ako ne bude ranije raskinut u skladu sa uslovima ovog Ugovora ili važećim zakonom.

12. PRAVNE ADRESE I REKVIZITI STRANA

Prodavac:

Kupac:
„OPTIMA Grupa“ d.o.o. Banja Luka
Ul. Kralja Alfonsa XIII br. 37a
78000 Banja Luka
JIB : 4402785320005
UNICREDIT BANK AD BANJALUKA
Beneficiary's acc.number
BA39 5517 9048 0154 8668
Swift: BLBABA22
Tel. +387 51 228 610 , 242 807

Prodavac:

Kupac:

Aleksandar Ivanković
„OPTIMA Grupa“ d.o.o. Banja Luka

breach has not occurred and will not occur within the due confirmation period established by this Contract, the other Party is entitled to terminate this Contract as required by law. The Party that initiated the termination of this Contract due to reasons provided for in this clause is entitled to claim for the recovery of actual damages incurred due to such termination.

11. CONTRACT VALIDITY TERM

11.1. This Contract comes into force from the date of its signing and is valid until the performance of all contractual obligations by the Parties, unless it is earlier terminated according to conditions of this Contract or the applicable legislation.

12. LEGAL ADDRESSES AND DETAILS OF THE PARTIES

Supplier:

Customer:
„OPTIMA Grupa“ d.o.o., Banja Luka
Ul. Kralja Alfonsa XIII, 37a
78000 Banja Luka
JIB : 4402785320005
UNICREDIT BANK AD BANJALUKA
Beneficiary's acc.number
BA39 5517 9048 0154 8668
Swift: BLBABA22
Tel. +387 51 228 610 , 242 807

Supplier:

Customer:

Aleksandar Ivankovic
„OPTIMA Group“ Ltd. Banja Luka

SPECIFICATION

Supplier:

Customer: "OPTIMA Grupa" d.o.o. Banja Luka
Address: Kralja Alfonsa XIII 37a, 78000 Banja Luka, Bosnia and Herzegovina

N°	Name of goods	Unit	Quantity	Price for 1 unit	Packing	Term of guarantee	Sum, excluding VAT
1.	Base oil SN150	t	4150 t ± 10 %		tank trucks	12 month	
2.	Base oil SN500	t	4150 t ± 10 %		Tank trucks	12 month	

Delivery period (9 lots)

Delivery month	2026				2027					Total (t)
	September (t)	October (t)	November (t)	December (t)	January (t)	Mart (t)	April (t)	June (t)	July (t)	
SN 150	150	500	500	500	500	500	500	500	500	4150
SN 500	150	500	500	500	500	500	500	500	500	4150

The list of the technical documentation attached to the Goods:
1) PDI (product data information)

Supplier:

Customer:

Aleksandar Ivankovic
„OPTIMA Group“ Ltd. Banja Luka

SPECIFIKACIJA

Kupac: „OPTIMA Grupa“ d.o.o. Banja Luka

Adresa: Kralja Alfonsa XIII br. 37a, 78000 Banja Luka, Republika Srpska, Bosna i Hercegovina

Prodavac:

Red. br.	Naziv Robe	Jedinica mjere	Količina	Jedinična cijena	Način isporuke	Rok važenja garancije	Iznos bez PDV-a
1.	Bazno ulje SN150	t	4150 t ± 10 %		Autocisterna	12 mjeseci	
2.	Bazno ulje SN 500	t	4150 t ± 10 %		Autocisterna	12 mjeseci	

Dinamika isporuke (9 lotova):

Mjesec isporuke	2026				2027					Ukupno (t)
	Septembar (t)	Oktobar (t)	Novembar (t)	Decembar (t)	Januar (t)	Mart (t)	April (t)	Jun (t)	Jul (t)	
SN 150	150	500	500	500	500	500	500	500	500	4150
SN 500	150	500	500	500	500	500	500	500	500	4150

Spisak tehničke dokumentacije koja se prilaže uz Robu:

PDI (product data information)

Prodavac:

Kupac:

Aleksandar Ivanković
„OPTIMA Grupa“ d.o.o. Banja Luka