

**CONTRACT ON PURCHASE AND SALE OF
ELECTRICITY**

**UGOVOR O KUPOPRODAJI, ISPORUCI I
PREUZIMANJU ELEKTRIČNE ENERGIJE**

BETWEEN

IZMEĐU

**MEDEX ELECTRIC DOO
Ul. Svetlane Kane Radević br.1
Podgorica
Crna Gora**

**MEDEX ELECTRIC DOO
Ul. Svetlane Kane Radević br.1
Podgorica
Crna Gora**

(hereinafter „Seller“)

(u daljem tekstu „Prodavac“)

and

i

-----,
-----,

-----,
-----,

(hereinafter „Buyer“)

(u daljem tekstu „Kupac“)

**(Buyer and Seller hereinafter jointly re-
ferred to as „Contracting parties“ and
individually as „Contracting party“)**

**(Prodavac i Kupac zajedno navedeni kao
„Ugovorne strane“ a pojedinačno kao
„Ugovorna strana“)**

In relation to the sale or purchase of electricity, as described below. The contracting parties agree to conduct negotiations in good faith and to conclude the "General Agreement on the Supply and Acquisition of Electricity", version 2.1(a) dated September 21, 2007 (the "General Agreement"), which the European Federation of Energy Traders (European Federation of Energy Traders, hereinafter: "EFET") published as a form, the terms of which after conclusion will be used to regulate this Contract, as well as all existing and future Individual Contracts that will be concluded by the Contracting Parties in connection with sale and purchase of electricity. After the Contracting Parties conclude the said General Agreement, this Contract, as well as all Individual agreements between the Contracting Parties, will become the subject of the General Agreement and its integral part and will be valid as Individual Contracts (defined in the General Agreement), in accordance with the General Agreement. The contracting parties agree that until the implementation of the General Agreement, they are bound by the provisions of the General Agreement, which was published by the EFET federation and which is subject to the selection provisions, specified in the "Form with the selection provisions attached to the General Agreement", therefore those provisions, are included in this Contract.

In case of differences between the provisions of the applicable General Agreement and this Contract, this Contract shall prevail for the purposes of this Contract. All capitalized terms in this Contract, which are not defined herein, shall have the meaning determined by the General Agreement.

U vezi sa prodajom, odnosno kupovinom električne energije, kao što je ispod opisano. Ugovorne strane su saglasne da će voditi pregovore u dobroj vjeri i da će zaključiti »Opšti sporazum o isporuci i preuzimanju električne energije«, verzija 2.1(a) od 21. septembra 2007. godine (»Opšti sporazum«), koji je Evropska federacija trgovaca električnom energijom (European Federation of Energy Traders, u daljem tekstu: »EFET«) objavila u obliku obrasca, čiji će se uslovi nakon zaključenja koristiti za uređenje ovog Ugovora, kao i svih postojećih i budućih Individualnih ugovora koje budu zaključile Ugovorne strane u vezi sa prodajom i kupovinom električne energije. Nakon što Ugovorne strane zakluče navedeni Opšti sporazum ovaj Ugovor, kao i svi Individualni ugovori između Ugovornih strana, postaće predmet Opšteg sporazuma i njegov sastavni dio i važiće kao Individualni ugovori (definisani u Opštem sporazumu), u skladu sa Opštim sporazumom. Ugovorne strane su saglasne da ih do implementacije Opšteg sporazuma obavezuju odredbe Opšteg sporazuma, koji je objavila federacija EFET i koji je predmet odredaba koje služe za odabiranje, određenih u »Obrascu sa odredbama koje služe za odabiranje uz Opšti sporazum«, zato te odredbe, pozivajući se na njih, uključuju u ovaj Ugovor.

U slučaju razlika između odredaba važećeg Opšteg sporazuma i ovog Ugovora za potrebe ovog Ugovora važi ovaj Ugovor. Svi izrazi napisani velikim početnim slovom u ovom Ugovoru, koji u njemu nijesu definisani, imaju značenje koje je određeno Opštim sporazumom.

1. Subject of the contract

Seller shall continuously deliver and Buyer shall accept electricity on the basis of schedules and terms stipulated in this Contract, as follows:

In the event that the Individual Agreement is not in writing, both parties may freely confirm or confirm in writing their understanding of the agreed terms of the Individual Agreement (each such written confirmation constituting a "Confirmation"). Written confirmation does not constitute a request for a legally valid Individual contract. The confirmation must contain essential data for the job and will be in the form defined in the General Agreement.

2. Cross-border capacity:

The cross-border capacity is provided by the buyer

3. Delivery point:

DAP border CGES - EMS/TERNA/ NOS/OST/ KOSTT

4. Electricity delivery

The Seller shall, in accordance with the provisions hereof, deliver electricity to the Buyer at the Delivery Point as specified in this Contract. The Buyer shall provide interstate capacity. Electricity which is the subject of this Contract shall be supplied by the Seller in line with the voltage and frequency tolerances and other technical standards in accordance with the applicable provisions of ENTSO-E prescribed by the competent transmission system operators and authorities (especially provisions related to the announcement of schedules, invoices and data exchange).

1. Predmet Ugovora

Prodavac će isporučivati a Kupac će kupovati električnu energiju bez prekida na osnovu plana isporuka i uslova iz ovog Ugovora.

U slučaju da Individualni ugovor nije sklopljen u pisanom obliku, obje strane mogu slobodno potvrditi ili potvrditi pisano razumijevanje dogovorenih uslova Individualnog ugovora (svaka takva pismena potvrda koja predstavlja "Potvrdu"). Pismena potvrda ne predstavlja zahtjev za zakonito valjanim Individualnim ugovorom. Potvrda mora sadržavati bitne podatke za posao i bit će u obliku, koja je definisana u Opštem sporazumu.

2. Prekogranični kapacitet:

Prekogranični kapacitet obezbjeđuje kupac

3. Mjesto isporuke:

DAP granica CGES - EMS/TERNA/ NOS/OST/ KOSTT

4. Isporuka električne energije

Prodavac će, shodno odredbama ovog Ugovora, isporučiti električnu energiju Kupcu u mjestu isporuke kao što je navedeno u ovom Ugovoru. Kupac obezbjeđuje međudržavni kapacitet. Električnu energiju koja je predmet ovog ugovora isporučuje Prodavac u skladu sa tolerancijom za napon i frekvenciju kao i drugim tehničkim standardima propisanim odredbama ENTSO-E od strane nadležnih operatora prenosnih sistema i organa vlasti (naročito odredbama koje se tiču objavljivanja plana isporuke, faktura i razmjene podataka).

5. Purchase of electricity

Buyer shall, in accordance with the provisions hereof, take over and pay the electricity delivered at the Delivery Points as specified in this Contract.

6. Transmission and Delivery Charges

Transmission and delivery charges arising out of this Contract shall be paid by the Seller up to the Delivery Point, and by the Buyer at and from the Delivery Point, including the charges of interstate capacity allocation. Transmission and delivery charges include all the payments and costs which are enforced by the network system operator.

7. Taxes

As it has been agreed, prices and payments shall be excluded of customs, taxes or other levies of any nature whatsoever. Seller shall, up to the Delivery Point, and the Buyer shall, at and from the Delivery Point, pay all the customs, taxes and other levies related to the sold/purchased electricity. Each Contracting party undertakes to immediately provide the other Contracting party with all the information and evidence which are necessary in order to fulfill tax obligations, as well as to ensure exemption from taxes or tax reliefs.

5. Kupovina električne energije

Kupac će, shodno odredbama Ugovora, preuzeti isporuku i platiti električnu energiju isporučenu u Mjestima isporuke kao što je navedeno u Ugovoru.

6. Troškovi prenosa i isporuke

Troškovi prenosa i isporuke koji nastaju na osnovu ovog Ugovora biće plaćeni od strane Prodavca do mjesta isporuke, a od strane Kupca na mjestu isporuke i od mjesta isporuke uz troškove alokacije međudržavnog kapaciteta. Troškovi prenosa i isporuke uključuju sva plaćanja i troškove koje primjenjuje operator sistema mreže.

7. Porezi

Kao što je dogovoreno, cijene i plaćanja ne uključuju carinu, poreze ili druge dažbine bilo koje prirode. Prodavac će sve do mjesta isporuke a Kupac će na mjestu isporuke i poslije mjesta isporuke platiti carine, poreze i slično koje se odnose na prodatu/kupljenu električnu energiju. Svaka Ugovorna strana preuzima da promptno obezbijedi drugoj Ugovornoj strani sve informacije i dokaze koji budu potrebni kako bi se ispoštovale poreske obaveze i kako bi se obezbijedilo bilo koje oslobađanje od poreza ili poreske olakšice.

8. Invoicing and payment methods

The electricity billing period under this Contract is a calendar week (hereinafter: "Billing Period").

Calculation quantities for determining the payment obligation are determined at the end of the Billing Period. On the first Monday after the Payment Period, the Seller will deliver to the Buyer an invoice for the delivered Electricity at the Delivery Point. In the invoice, Seller will indicate the total amount of electricity that he sold in the previous 7 days. The calculated amount is in euros. In such an invoice, the Contracting Party shall state all amounts owed by the Contracting Parties to each other at that time, which includes without limitation all amounts owed for the purchase and sale of electricity, taxes (which the Seller is obliged to calculate in accordance with applicable regulations), fees, refunds, compensation, interest and other payments, i.e. amounts in favor, which the Contracting Parties owe to each other, and when applicable, all net amounts due for collection (Debt set-off).

The buyer is obliged to pay the amount of the invoice to the seller no later than the first Wednesday after the invoice is issued. Payment is made in euros (EUR), in accordance with Article 14 (VAT and taxes) without deductions, and the payer pays his own bank commission costs.

If the Buyer does not make full or partial payment when due, he will be obliged to pay contractual interest corresponding to the amount of the six-month EURIBOR, published on the Thomson Reuters page EURIBOR01 two business days (abroad) before the due date, plus 3% per annum. If the published EURIBOR is negative, it is considered to be 0.00%, so the interest rate cannot be less than 3% per year in any case. If the due date is not a working day

8. Fakturisanje i uslovi plaćanja

Period obračuna električne energije po ovom Ugovoru je kalendarska sedmica (u daljem tekstu: „Period obračuna“).

Obračunske veličine za utvrđivanje obaveze plaćanja utvrđuju se na kraju Perioda obračuna. Prodavac će u prvi ponedjeljak nakon Perioda plaćanja dostaviti Kupcu račun za isporučenu Električnu energiju na Mjestu primopredaje. U računu će navesti ukupne količine električne energije koje je prodao u prethodno 7 dana. Obračunati iznos je u eurima. Ugovorna strana će u takvom računu navesti sve iznose koje Ugovorne strane u tom trenutku duguju jedna drugoj, što bez ograničenja uključuje sve iznose koje duguju za kupovinu i prodaju električne energije, poreze (koje je Prodavac dužan obračunati u skladu sa važećim propisima), naknade, takse, povraćaj novca, odštete, kamate i druge isplate, odnosno iznose u korist, koje Ugovorne strane duguju jedna drugoj, te kada je to primjenljivo sve neto iznose koji su dospjeli na naplatu (Prebijanje dugova).

Kupac je dužan da Prodavcu iznos računa plati najkasnije u prvu srijedu nakon izdavanja računa. Isplata se vrši u eurima (EUR), u skladu sa članom 14. (PDV i porezi) bez odbitaka, a platilac plaća i sopstvene troškove provizije banke.

Ukoliko Kupac ne izvrši u cijelosti ili djelimično plaćanje po dospelosti, biće dužan da plati ugovornu kamatu koja odgovara iznosu od šestomjesečnog EURIBOR, objavljeno na Thomson Reuters stranici EURIBOR01 dva radna dana (u inostranstvu) prije dana dospjeća, plus 3% godišnje. Ukoliko je objavljen EURIBOR negativan, smatra se da on iznosi 0,00% tako da kamatna stopa ni u jednom slučaju ne može biti manja od 3% godišnje. Ukoliko dan dospelosti nije rad-

(national holidays etc.), payment can be made on the working day immediately following such due date. Working days are all days of the week (Monday-Friday), except for holidays in force in Montenegro, during which banks are closed.

9. Representations and Warranties

Each Contracting party shall guarantee, during the validity period of this Contract, that it is authorized to conduct the transactions which are the subject hereof, as well as that it has obtained the necessary approvals and licenses and undertaken to meet all the required regulatory conditions and that it possesses all the required registrations. Each Contracting party shall take all the actions needed to enable for the necessary authorizations, approvals, or licenses for performance of its obligations under this Contract to be fully effective during the validity period of this Contract.

At the reasonable request of either Contracting party, the other Party shall submit the copies of directives and provisions of the primary and secondary regulations applied hereto, both in the official language of such documents and, as far as possible, in English as well. Both Contracting parties shall correspondingly inform each other about any decision made by its governing body or authority which is relevant to the effectiveness of this Contract.

Each Contracting Party represents and warrants to the other Contracting Party that it is a taxable reseller ("Taxable Reseller"). A taxable reseller is a taxable company whose main activity in terms of electricity procurement is the resale of those products and whose own consumption of those products (electricity) is negligible. Article 21 of the General Agreement (Guarantees and sureties) applies for the purposes of this Agreement. Each Contracting Party

ni dan, plaćanje može da bude izvršeno na radni dan koji je odmah poslije takvog dana dospjelosti. Radni dani su svi dani u nedjelji (ponedeljak-petak), osim dani praznika koji su na snazi u Crnoj Gori na koje ne rade banke.

9. Izjave i garancije

Svaka od ugovornih strana garantuje za vrijeme trajanja ovog ugovora da je ona ovlašćena da vrši poslove koji su predmet ovog ugovora, da je pribavila neophodne dozvole i licence i da je preduzela da ispoštuje svu potrebnu regulativu i da ima sve potrebne registracije. Svaka Ugovorna strana će preduzeti svaku radnju koja je potrebna kako bi se obezbijedilo da neophodna ovlašćenja, dozvole ili licence za vršenje njenih obaveza iz ovog Ugovora budu punovažna za vrijeme trajanja ovog Ugovora.

Na opravdan zahtjev jedne Ugovorne strane, druga Ugovorna strana će podnijeti kopije uputstava, odredaba primarnih ili sekundarnih propisa koji se primjenjuju na ovaj Ugovor, na zvaničnom jeziku ovih dokumenata, i ukoliko je to moguće, na engleskom jeziku. Svaka od Ugovorenih strana će na odgovarajući način obavijestiti drugu Ugovornu stranu o bilo kojoj odluci koju je donio njihov organ upravljanja ili vlasti koji je od uticaja na valjanost ovog Ugovora.

Svaka Ugovorna strana garantuje i jamči drugoj Ugovornoj strani da je oporezivi preprodavac («Oporezivi preprodavac»). Oporezivi preprodavac je oporezivo lice čija je osnovna djelatnost u pogledu nabavke električne energije preprodaja tih proizvoda i čija sopstvena potrošnja tih proizvoda (električne energije) je zanemariva. Za potrebe ovog Ugovora važi član 21. Opšteg sporazuma (Garancije i jemstva). Svaka Ugovorna strana izjavljuje da (i) ne radi kao

declares that (i) it does not act as an asset manager, advisor or intermediary in connection with the Individual Contract, (ii) it does not rely on the advice, guarantees of the other Contracting Party, except for the guarantees specified in the Individual Contract, and (iii) that it fully understands and has assessed the economic and other risks associated with the conclusion and execution of the Individual Contract, and that it has independently assessed these risks and is capable of taking them over.

10. Non-performance

In case the Seller fails to deliver either all or a part of the quantity agreed upon in this Contract, the Seller shall, provided that it has not been released from this obligation due to the event of Force Majeure as defined in article 13 hereof, pay to the Buyer the amount for such undelivered electricity which shall be equal to the difference between the agreed price and the higher price at which the Buyer is or shall be able to purchase or otherwise acquire the undelivered amount of electricity on the market, acting in a commercially reasonable manner, increased by any incremental transmission costs and other reasonable and documented costs and expenses. Any compensation for profit loss, indirect or consequential damages shall be explicitly excluded.

In case the Buyer fails to accept either all or a part of the quantity agreed upon in this Contract, the Buyer shall, provided that it has not been released from this obligation due to the event of Force Majeure as defined in article 11 hereof, pay to the Seller the amount for non-accepted electricity which shall be equal to the difference between the agreed price and the lower price at which the Seller is or shall be able to sell the non-accepted electricity on the market acting in a commercially reasonable manner, increased by any incremental

upravnik imovine, savjetnik ili posrednik u vezi sa Individualnim ugovorom, (ii) da se ne oslanja na savjete, garancije ili jemstva druge Ugovorne strane, osim na jemstva, koja su određena u Individualnom ugovoru, te (iii) da u cijelosti razumije i da je procijenila ekonomske i druge rizike, povezane sa zaključenjem i izvršenjem Individualnog ugovora, te da je samostalno procijenila te rizike i da je sposobna preuzeti iste.

10. Neizvršenje

Ukoliko cijela ili dio količine koja je ugovorena ovim Ugovorom ne bude isporučena od strane Prodavca, Prodavac će, pod uslovom da nije oslobođen svoje obaveze iz razloga Više sile kao što je predviđeno u članu 13. ovog Ugovora, platiti Kupcu iznos za tako neisporučenu električnu energiju koji je jednak razlici u cijeni između ugovorene cijene i više cijene po kojoj je Kupac kupio ili će moći da kupi ili na drugi način pribavi neisporučenu količinu električne energije na tržištu postupajući na komercijalno razuman način, uvećan za bilo koji dodatni trošak prenosa i drugi opravdan i dokumentovan trošak ili izdatak. Naknada štete za izgubljenu dobit, indirektna ili posljedična šteta je izričito isključena.

Ukoliko cio ili ugovoreni dio količina shodno Ugovoru ne bude primljen od strane Kupca, Kupac će, pod uslovom da nije oslobođen svoje obaveze na osnovu Više sile kao što je definisano u članu 11., platiti Prodavcu iznos za neprihvaćenu isporuku, koji je jednak razlici u cijeni između ugovorene cijene i niže cijene po kojoj Prodavac jeste ili bi mogao da proda neprihvaćenu isporuku na tržištu postupajući na komercijalno opravdan način uvećan za bilo koji dodatni trošak ili izdatak. Naknada štete za izgubljenu dobit, indirektna ili posljedična šteta

transmission cost and other reasonable and documented costs or expenses. Any compensation for profit loss, indirect or consequential damages shall be explicitly excluded.

11. Temporary suspension of delivery

In the event that the Contracting Party ("Breaching Party") is late in paying the amount owed under the relevant Individual Contract, which includes without limitation default due to Force Majeure or default due to prevented international financial transactions, the non-breaching Party shall have the right to, but no earlier than three (3) working days from the sending of the notice in writing by the Contracting Party that is not the violator, immediately terminate the further supply of electricity, and is completely released (not only temporarily) from the basic delivery obligations according to the Individual Contract, until it receives either the requested Letter of Credit or the entire amount (including all applicable default interest and costs) of all due amounts owed by the breaching Contracting Party under the Individual Contract to the non-breaching Contracting Party.

12. Liability

None of the Parties shall be liable to the other Party for any loss, cost, expense or damage ("Damage"), (including, inter alia, any liability for irregularities in electricity supply) incurred by the other Party on the basis of or in connection with this Contract, except for amounts paid by one Contracting Party to the other in accordance with Articles 8 and 10.3 of the General Agreement and except for the case such a Damage arose as a result of gross negligence, intentional default or fraud of a Contracting party.

The liability of a Contracting party existing

je izričito isključena.

11. Privremeni prekid isporuke

U slučaju da Ugovorna strana («Ugovorna strana prekršilac») kasni sa isplatom iznosa koji duguje prema predmetnom Individualnom ugovoru, što bez ograničenja uključuje neispunjenje obaveza zbog Više sile ili neispunjenje zbog sprečenih međunarodnih finansijskih transakcija, Ugovorna strana koja nije prekršilac ima pravo da, ali ne prije nego tri (3) radna dana od slanja obavještenja u pisanom obliku od strane Ugovorne strane koja nije prekršilac, odmah prekine dalju isporuku električne energije, te je u cijelosti oslobođena (ne samo privremeno) osnovnih obaveza isporuke prema Individualnom ugovoru, dok ne primi bilo zahtijevani Akreditiv bilo cjelokupan iznos (uključujući i sve odgovarajuće zatezne kamate i troškove) svih dospjelih iznosa koje Ugovorna strana prekršilac prema Individualnom ugovoru duguje Ugovornoj strani koja nije prekršilac.

12. Odgovornost

Nijedna Ugovorna strana nije odgovorna drugoj Ugovornoj strani za bilo koji gubitak, trošak, izdatak ili štetu („Šteta“), (što uključuje između ostalog, bilo koju odgovornost zbog neredovnosti u isporuci električne energije) koju je pretrpjela druga Ugovorna strana na osnovu ili u vezi sa ovim Ugovorom, osim za iznose koje jedna Ugovorna strana plaća drugoj u skladu sa člani 8 i 10.3 Opšteg sporazuma i osim kada je takva Šteta posljedica grube nepažnje, namjernog propusta ili prevarne radnje Ugovorne strane.

Odgovornost Ugovorne strane na osnovu ili u vezi sa ovim Ugovorom ne uključu-

on the basis of or in connection with this Contract shall not include liability for any direct and/or consequential Damage, including, inter alia, loss of profit, reputation, business opportunity or anticipated saving.

For the purpose of avoiding any doubt, each Contracting party agrees upon its obligation to mitigate the Damage arose and it undertakes to make the commercially reasonable efforts aimed at minimizing the Damage which may arise on the basis of or in connection with the Contract.

13. Force Majeure

For the purposes of this article, Force Majeure shall mean an occurrence beyond the reasonable control of the Party claiming and being affected by Force Majeure, which could not be reasonably avoided or overcome and which makes it impossible for the Party claiming and being affected by Force Majeure, to perform its delivery or acceptance obligations, including, but without limitation, one or more of the following cases:

- a) the failure of communications or computer systems of the relevant network operator(s) which prevents the Party claiming and being affected by Force Majeure from performing its obligations; or
- b) the relevant network operator's suspension of delivery or acceptance or its disregard of the obligations of the Party claiming and being affected by Force Majeure with regard to scheduling under this Contract.

Exemption from the obligation of delivery and taking over:

If the Party is completely or partially prevented due to Force Majeure from fulfilling its delivery obligations or taking over from

je odgovornost za bilo koju indirektnu i/ili posljedičnu Štetu, uključujući između ostalog gubitak dobiti, reputacije, poslovne mogućnosti ili očekivane uštede.

U cilju izbjegavanja svake sumnje, svaka Ugovorna strana je saglasna da ima obavezu da ublaži svoju štetu i obavezuje se da će koristiti komercijalno opravdane napore da minimizira štetu koja može da nastupa na osnovu ili u vezi sa ovim Ugovorom.

13. Viša sila

Za potrebe ovog Ugovora "Viša sila" znači nastupanje događaja koji je izvan realne kontrole Strane koja se poziva na Višu silu ("Strana koja se poziva na Višu silu"), koji ona osnovano nije mogla izbjeći ili prevazići i koji čini nemogućim za Stranu koja se poziva na Višu silu da izvrši svoju obavezu isporuke ili preuzimanja, uključujući, između ostalog, nastupanje jednog ili više sljedećih događaja:

- a) Pad komunikacijskog ili kompjuterskog sistema odnosnog(ih) Operatera Mreže, što sprečava Stranu koja se poziva na Višu silu da izvrši svoje obaveze isporuke ili preuzimanja; ili
- b) Zastoj isporuke ili preuzimanja od strane relevantnog Operatera Mreže ili njegovo neuvažavanje obaveza Strane koja se poziva na Višu silu u vezi sa Planiranjem na osnovu Pojedinačnog ugovora.

Oslobađanje od obaveze isporuke i preuzimanja:

Ukoliko je Strana u potpunosti ili djelimično spriječena iz razloga Više sile da izvrši svoje obaveze isporuke ili preuzimanja iz jednog

one or more Individual Contracts, and in everything acts in accordance to notify and mitigate the effects of Force Majeure, that Party will not be considered to be in breach of or default on its obligations and it will be released from those obligations (therefore, there will not be only a suspension of fulfillment) for the duration of Force Majeure and to the extent that Force Majeure prevents the performance of those obligations. No obligation to pay damages in connection with undelivered or uncollected quantities shall arise for the Party invoking Force Majeure.

Notice and Mitigation of Force Majeure:

After becoming aware of Force Majeure, the Party invoking Force Majeure shall, as soon as possible, inform the other Party of the occurrence of Force Majeure and, to the extent that it is then possible, provide it with a non-binding estimate of the scope and duration of the impossibility of fulfilling obligations. The Party invoking Force Majeure will take all commercially appropriate measures to mitigate the effects of Force Majeure and, during the duration of Force Majeure, will provide the other Party with updated data, when and if it has it, on the scope and expected duration of the inability to perform obligations.

Influence of Force Majeure on the other Party:

In the event and to the extent that the Seller is relieved of its obligation to deliver due to Force Majeure, the Buyer shall also be relieved of its obligation to undertake and pay for delivery. In the event and to the extent that the Buyer is released from the obligation to take over due to force majeure, the Seller will also be released from its obligation to deliver.

ili više Pojedinačnih ugovora, a u svemu postupa u skladu da obavijesti i ublaži dejstva Više sile, neće se smatrati da ta Strana krši ili neispunjava svoje obaveze i ona će biti oslobođena tih obaveza (dakle, neće doći samo do zastoja ispunjenja) za vrijeme dok traje Viša sila i u mjeri u kojoj Viša sila sprečava izvršenje tih obaveza. Nikakva obaveza plaćanja štete u vezi sa neisporučanim ili nepreuzetim količinama neće nastati za Stranu koja se poziva na Višu silu.

Obavještenje i ublažavanje dejstva Više sile:

Nakon saznanja za Višu silu, Strana koja se poziva na Višu silu će, čim to bude moguće, obavijestiti drugu Stranu o nastupanju Više sile i u mjeri u kojoj je to tada moguće, dostaviti joj neobavezujuću procjenu obima i trajanja nemogućnosti izvršenja obaveza. Strana koja se poziva na Višu silu će preduzeti sve komercijalno odgovarajuće mjere kako bi ublažila dejstva Više sile i u toku trajanja Više sile dostavljajući drugoj Strani ažurirane podatke, kad i ukoliko ih bude imala, o obimu i očekivanom trajanju nemogućnosti izvršenja obaveza.

Uticaj Više sile na drugu Stranu:

U slučaju, i u mjeri u kojoj je Prodavac oslobođen svoje obaveze isporuke zbog Više sile, Kupac će takođe biti oslobođen svoje obaveze da preuzme i plati isporuku. U slučaju i u mjeri u kojoj je Kupac oslobođen obaveze preuzimanja zbog dejstva Više sile, Prodavac će takođe biti oslobođen svoje obaveze isporuke.

13. Termination of the contract

In the event of the termination of this Contract, the Parties shall not remain under any obligation to effect deliveries or payments that would have fallen due after the effective date of termination. Such liabilities shall be replaced by the obligation to pay damages, as calculated in Article 10 above.

Regardless of whether this Contract contains contradictory provisions, in the event that any Contracting Party (the "Breaching Party") (i) executes a general transfer of obligations or any arrangement for the benefit of creditors, (ii) becomes insolvent, regardless of what is the cause of this inability to pay, or cannot pay the owed amounts when they are due, (iii) submits a proposal, i.e. in any other way initiates proceedings under insolvency or similar law, i.e. someone else submits a proposal against it, i.e. initiates proceedings against it, if such proposal of a third party is not withdrawn, rejected, concluded or limited within five working days, (iv) obtains a liquidation administrator, bankruptcy administrator, guardian or similar officer for itself or in connection with a significant part of its property or assets, (v) fails to pay the other Contracting Party ("the non-breaching Contracting Party"), i.e. fails to fulfill the due obligations, whereby such non-fulfillment of obligations is not performed within three (3) working days from the receipt of the warning in writing to a non-breaching Party, that is, such support is terminated or is no longer valid in connection with the Contract in question; then in the above cases of (i) up to and including (vii) The Contractual Party that is not the infringer has the right to liquidate and terminate the Individual Contract that is valid for the Contractual Parties at that moment by notice in writing, and the termination is valid immediately upon receipt of the termination notice which is delivered

13. Raskid Ugovora

U slučaju raskida ovog Ugovora, Ugovorne strane nemaju obavezu da obezbjeđuju isporuke ili plaćanja koja dospijevaju nakon datuma raskida Ugovora. Takve obaveze će se zamijeniti obavezom plaćanja odštete obračunate u skladu sa članom 10.

Bez obzira na to da li ovaj Ugovor sadrži kontradiktorne odredbe važi da u slučaju da bilo koja Ugovorna strana (»Ugovorna strana prekršilac«) (i) izvede opšti prijenos obaveza ili bilo kakav dogovor u korist povjerilaca, (ii) postane platežno nesposobna, bez obzira na to iz čega proizilazi ta platežna nesposobnost, ili ne može plaćati dugovane iznose kada isti dospiju na naplatu, (iii) podnese prijedlog, odnosno na bilo koji drugi način pokrene postupak po insolventnom ili sličnom pravu, odnosno neko drugi podnese prijedlog protiv nje, odnosno pokrene postupak protiv nje, ako se takav prijedlog trećeg lica ne povuče, odbaci, zaključi ili ograniči u roku od pet radnih dana, (iv) dobije likvidacionog upravnika, stečajnog upravnika, staraoca ili sličnog službenika za sebe ili u vezi sa znatnim dijelom svoje imovine ili sredstava, (v) drugoj Ugovornoj strani (»Ugovorna strana koja nije prekršilac«) ne plati, odnosno ne ispuni dospjele obaveze, pri čemu takvo neispunjenje obaveza ne obavi u roku od tri (3) radna dana od prijema opomene u pisanom obliku, (vi) ne osigura odgovarajuće garancije o svojoj sposobnosti da ispuni sve dospjele obaveze prema Strani koja nije prekršilac predmetnog Ugovora, u roku od 48 sati od prijema opomene u pisanom obliku ili (vii) dozvoli ili ne spriječi kreditnu podršku u vezi sa svojim obavezama prema Strani koja nije prekršilac, odnosno se takva podrška prekine ili više nije valjana u vezi sa predmetnim Ugovorom; tada u gore navedenim slučajevima od (i) do zaključno

in person, by fax, by courier service or by registered mail to the address specified in the preamble of this Agreement by the other Contracting Party; in the event that an Individual Contract is terminated in accordance with clauses (a) or (b) above, the non-breaching Party shall calculate in a commercially reasonable manner an amount to set off (as set forth below) the amounts under the Individual Contract at the time of termination, that is, as soon as is reasonably practicable and shall set off (i) all amounts owed to the Breaching Party, including any margin or cash deposit held by the non-breaching Party, at such time and including all other amounts owed to the Breaching Party non-breaching Party, with (ii) all amounts owed by the Breaching Party to the non-breaching Party, including all margins and cash deposits then held by the Breaching Party, and including all other amounts owed to the non-breaching Party, including all reasonable costs and expenses of the non-breaching Party (including without limitation reasonable attorneys' fees) associated with the exercise of its rights under this Contract, so that all such amounts are aggregated and constitute a single liquidation amount payable by either Party to another. The contractual party that has the obligation to pay shall pay such amount to the other contractual party within two (2) days of receiving notification of such amount; provided that the offending Contracting Party pays any amount owed under the Individual Contract.

“Setting-off amount” within the Individual Contract has the following meaning: Profits minus the sum of Losses and Costs of the Contracting Party that is not the infringer arising from the termination of the Individual Contract. “Costs” are mediation costs, commissions and other costs and expenses related to third parties that occur to the Contracting Party who is not the infringer, either due to the termination of agreements

sa (vii) Ugovorna strana koja nije prekršilac ima pravo da obavještenjem u pisanom obliku likvidira i prekine Individualni ugovor koji je u tom trenutku važeći za Ugovorne strane, a pri tome prekid je valjan odmah nakon prijema obavještenja o prekidu koje se dostavlja lično, putem faksa, pomoću kurirske službe ili preporučenom pošiljkom na adresu koju je u preambuli ovog Ugovora navela druga Ugovorna strana; u slučaju da je Individualni ugovor prekinut u skladu sa gore navedenim tačkama (a) ili (b), Ugovorna strana koja nije prekršilac će na komercijalno razuman način izračunati iznos za prebijanje (kao što je ispod navedeno) iznosa prema Individualnom ugovoru u trenutku prekida istog, odnosno onoliko brzo koliko je to razumno izvodivo i izvršiće prebijanje (i) svih iznosa koje duguje Ugovornoj strani prekršiocu, uključujući bilo koju maržu ili gotovinski polog koji ima Ugovorna strana koja nije prekršilac, u tom trenutku i uključujući i sve druge iznose koje duguje Ugovornoj strani koja nije prekršilac, sa (ii) svim iznosima koje Ugovorna strana prekršilac duguje Ugovornoj strani koja nije prekršilac, uključujući i sve marže i gotovinske pologe koje u tom trenutku ima Ugovorna strana prekršilac, te uključujući i sve druge iznose koje duguje Ugovornoj strani koja nije prekršilac, uključujući i sve razumne troškove i izdatke Strane koja nije prekršilac (što bez ograničenja uključuje razumne advokatske troškove) koji su povezani sa ostvarivanjem njenih prava po ovom Ugovoru, tako da se svi takvi iznosi sabiraju i predstavljaju jedan likvidacioni iznos koji jedna Ugovorna strana plaća drugoj. Ugovorna strana koja ima obavezu plaćanja plaća takav iznos drugoj Ugovornoj strani u roku od dva (2) dana od prijema obavještenja o takvom iznosu; pod uslovom da Ugovorna strana prekršilac plati svaki iznos koji duguje po Individualnom ugovoru.

“Iznos prebijanja” u sklopu Individualnog ugovora ima sljedeće značenje: Dobici

by which it secured its obligations, or due to the conclusion of new agreements that replace the terminated Individual Agreement, as well as all legal fees, costs and expenses of the non-breaching Party arising in connection with the termination of the Individual Agreement. "Profit" is an amount equal to the present value of the economic benefit to the non-breaching Party, if any (excluding Costs) arising from the termination of the Individual Contract. "Loss" is an amount equal to the present value of the economic loss suffered by the non-breaching Party, if any (excluding Costs), arising from the termination of the Individual Contract. The non-breaching party may calculate the Set-off Amount without (but is not required to) enter into a substitute transaction.

minus zbir Gubitaka i Troškova Ugovorne strane koja nije prekršilac nastalih zbog prekida Individualnog ugovora. »Troškovi« su troškovi posredovanja, provizije i ostali troškovi i izdaci, povezani sa trećim licima koji nastanu Ugovornoj strani koja nije prekršilac, bilo zbog prekida dogovora kojima je osigurala svoje obaveze, bilo zbog sklapanja novih dogovora koji zamjenjuju prekinut Individualni ugovor, kao i svi pravni honorari, troškovi i izdaci Ugovorne strane koja nije prekršilac koji nastanu u vezi sa prekidom Individualnog ugovora. »Dobitak« je iznos koji je jednak sadašnjoj vrijednosti ekonomske koristi koju ima Ugovorna strana koja nije prekršilac, ako postoji (sa izuzetkom Troškova) koja nastane zbog prekida Individualnog ugovora. "Gubitak" je iznos koji je jednak sadašnjoj vrijednosti ekonomskog gubitka koji ima Ugovorna strana koja nije prekršilac, ako postoji (sa izuzetkom Troškova) koji nastane zbog prekida Individualnog ugovora. Ugovorna strana koja nije prekršilac može da izračuna Iznos prebijanja a da pri tome ne sklopi zamjenski posao (ali nije dužna da to učini).

14. Implementation of the Contract on Purchase and Sales of Electricity

14.1 Sending calculations, invoices and other documents concerning payment and exchange of the Contract shall be performed by representatives of Contracting Parties authorized for implementation of the Contract, through the addresses stated hereinafter.

For Seller:

Medex Electric doo, Podgorica
Svetlane Kane Radević no.1, Podgorica,
MONTENEGRO
N/r: Dragan Knežević, CEO
Phone: +382 20 513 333

Email: dragan@medex.me

For Buyer:

14. Sprovođenje ugovora o kupoprodaji električne energije

14.1 Slanje proračuna, faktura i ostale dokumentacije vezane za plaćanje i razmjenu ugovora moraju obavljati predstavnici Ugovornih strana ovlašćenih za sprovođenje Ugovora, putem sledećih adresa navedenih u narednom tekstu.

Za Prodavca:

Medex Electric doo, Podgorica
Svetlane Kane Radević br.1, Podgorica,
CRNA GORA
N/r: Dragan Knežević, CEO
Telefon: +382 20 513 333

E-pošta: dragan@medex.me

Za Kupca:

14.2 The following persons shall be in charge of fulfilling technical and operational conditions in accordance with this Contract:

For Seller:

Medex Electric doo, Podgorica
Svetlane Kane Radević no.1, Podgorica,
MONTENEGRO
N/r: Dražen Vlaović, COO
Phone: +382 20 513 333

Email: drazen@medex.me

For Buyer:

14.2 Za ispunjenje tehničkih i operativnih uslova shodno ovom Ugovoru zadužena su sledeća lica:

Za Prodavca:

Medex Electric doo, Podgorica
Svetlane Kane Radević br.1, Podgorica,
CRNA GORA
N/r: Dražen Vlaović, COO
Telefon: +382 20 513 333

E-pošta: drazen@medex.me

Za Kupca:

15. Partial Invalidity

If any provision hereof is or becomes ineffective, the effectiveness of the remaining contractual provisions shall remain unaffected.

The Parties undertake to replace the ineffective provisions by the effective ones in such a way that they approach as much as possible the commercial effect of the ineffective provisions, thereat complying with the original commercial objectives of this Contract.

In case of a certain event which is not defined herein, a suitable provision shall be applied which would be in compliance with what the Parties asked for, if it is possible from the legal point of view, or, given the sense and purpose of the Contract, in compliance with what the Parties would have asked for if they had taken such a case into account.

16. Amendments to the Contracts

Amendments to this Contract shall be effected in writing by being appropriately signed by representatives of both Parties.

17. Confidentiality

Contracting Parties shall keep the contents of this Contract, as well as all the data acquired by other Contracting Party in relation to this Contract as the confidential ones.

The Contracting Parties may not disclose any part of the Individual Contract to third parties in writing, orally or electronically, except with the prior written consent of the other Contracting Party under this contract, during the period of validity of this Individual Contract, i.e. one year after its termination or expiration of this Individual Agreement. The other Contracting Party may not withhold its consent under this Agreement without reason (for example due to legal requirements, such as a court order or a

15. Djelimična ništavost

Ukoliko bilo koja odredba ovog Ugovora jeste ili postane ništava, to neće uticati na punovažnost preostalih ugovornih odredbi. Ugovorna strane se obavezuju da zamjene ništave odredbe važećim odredbama tako da one budu što je moguće bliže komercijalnom uticaju koji su imale ništave odredbe, poštujući originalne komercijalne ciljeve Ugovora.

Ukoliko nastupi slučaj koji ovaj Ugovor ne reguliše, odgovarajuća odredba će se primijeniti koja bi koliko god je to pravno moguće bila u skladu sa onim što su Ugovorne strane željele, ili, uzimajući u obzir duh i namjeru ovog Ugovora, ono što bi one željele da postignu da su razmatrale takav slučaj.

16. Promjene Ugovora

Promjene i dopune ovog Ugovora biće izvršene u pisanoj formi stavljanjem odgovarajućih potpisa za obje Ugovorne strane.

17. Povjerljivost

Ugovorne strane će čuvati sadržaj ovog Ugovora kao i svaki podatak koji je pribavljen od druge Ugovorne strane u smislu ovog Ugovora kao povjerljiv. Ugovorne strane ne smiju u pisanom obliku, usmeno niti u elektronskom obliku otkriti ni jedan dio Individualnog ugovora trećim licima, osim uz prethodnu saglasnost u pisanom obliku druge Ugovorne strane prema ovom ugovoru, i to u periodu važenja ovog Individualnog ugovora, odnosno godinu dana nakon prestanka ili isteka ovog Individualnog ugovora. Druga Ugovorna strana po ovom Ugovoru ne smije zadržati svoju saglasnost bez razloga (na primer zbog zakonskih zahtjeva, kao što je sudska odluka ili zahtjev regulatornih

request from regulatory authorities). This confidentiality clause does not apply to information that may (in accordance with applicable regulations) be provided to the transmission system operator(s).

18. Applicable Law

This Agreement is regulated and interpreted in accordance with the laws of Germany, according to all international agreements and conventions ratified by Germany and related to the subject of this agreement, while the "United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980" does not apply.

19. Arbitration

Both Contracting Parties will endeavor to resolve all disputes that arise due to the Individual Contract, or in connection with it, amicably and in good faith. All disputes arising from the existing Agreement or in connection with the Agreement will be settled finally on the basis of the Arbitration Rules of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. In doing so, they will not initiate proceedings before ordinary courts, three arbitrators will rule on the case, each Contracting Party has the right to propose one arbitrator. The International Arbitration Court will appoint a third arbitrator, who will be the president of the arbitration court, in accordance with the above Rules.

The place of arbitration shall be the city of Vienna, Austria. English is the language of procedure, documentation and decision.

20. Execution

Without prejudice to the contractual rights and obligations of the Seller, delivery of electricity can be performed for the Seller's

organa). Ova klauzula o povjerljivosti ne važi za informacije koje se mogu (u skladu sa važećim propisima) dostaviti operateru/-ima prenosnog sistema.

18. Mjerodavno pravo

Ovaj Ugovor regulisan je i tumači se u skladu sa zakonima Njemačke, po svim međunarodnim ugovorima i konvencijama koje je ratifikovala Njemačka a u vezi su sa predmetom ovog ugovora, pri tome se ne primjenjuje »Konvencija Ujedinjenih naroda o ugovorima o međunarodnoj prodaji robe od 11. aprila 1980. godine«.

19. Arbitraža

Obje Ugovorne strane će nastojati da sve sporove koji nastanu zbog Individualnog ugovora, odnosno u vezi sa njim, riješe sporazumno i u dobroj vjeri. Sve sporove koji proisteknu iz postojećeg Ugovora ili u vezi sa Ugovorom, rješavaće konačno na osnovu Pravila o Arbitraži Međunarodne trgovinske komore tri arbitra imenovanih u skladu sa navedenim Pravilima. Pri tome neće pokrenuti postupak pred uobičajenim sudovima, o predmetu će presuditi tri arbitra, svaka Ugovorna strana ima pravo da predloži po jednog arbitra. Međunarodni arbitražni sud će u skladu sa gore navedenim Pravilima imenovati trećeg arbitra, koji će biti predsjednik arbitražnog suda.

Mjesto arbitraže biće grad Beč, Austrija. Engleski jezik je jezik postupka, dokumentacije i odluke.

20. Izvršenje

Bez da utiče na ugovorna prava i obaveze Prodavca, isporuka električne energije može da bude izvršena za račun Prodavca

account by one or more of its affiliates.

21. Transfer of rights and obligations

Neither Contracting Party has the right to assign its rights and obligations under this Contract to a third party or an Affiliated Company without the prior written consent of the other Contracting Party.

22. Recording of telephone conversations

Each Contracting Party has the right to record telephone conversations in connection with this business and to use such recordings as evidence. Each Contracting Party waives further notification of the recording and confirms that it has received all necessary consents from its employees for such recording.

23. Miscellaneous

This Contract shall enter into force on the day it is signed by both Contracting Parties.

od strane jednog ili više njegovih povezanih društava.

21. Ustupanje prava i obaveza

Nijedna Ugovorna strana nema pravo da ustupi svoja prava i obaveze prema ovom Ugovoru trećem licu ili Pridruženom preduzeću bez prethodne pisane saglasnosti druge Ugovorne strane.

22. Snimanje telefonskih razgovora

Svaka Ugovorna strana ima pravo na snimanje telefonskih razgovora u vezi sa ovim poslom i na upotrebu tih snimaka kao dokaz. Svaka Ugovorna strana se odriče daljeg obavještanja o snimanju i potvrđuje da je od svojih službenika i zaposlenih radnika dobila sve potrebne saglasnosti za vršenje takvih snimanja.

23. Razno

Ovaj Ugovor stupa na snagu danom kada ga potpišu obje Ugovorne strane.

SELLER

BUYER

PRODAVAC

KUPAC

MEDEX ELECTRIC LLC

.....

MEDEX ELECTRIC DOO

.....

DATE.....

DATE.....

DATUM.....

DATUM.....