

Terms of Use:

Welcome to www.hip-petrohemija.com section for procurement or online auction, either purchasing or selling.

Terms of use serve so that www.hip-petrohemija.com could be Your safe place for business operations.

Accepting Terms of Use:

Terms of Use are terms under which HIP-Petrohemija a.d. Pančevo, Pančevo, Spoljnostarčevačka No.82, in further text HIP-Petrohemija, provides access to information and system of procurement and auction on these Internet pages.

In order to participate in procurement or auctions, registration of special user profile is obligatory. By the registration You also agree that You accept Terms of Use.

Note:

If for any reason You cannot accept these Terms of Use, You cannot access information, nor participate in procurements/auctions on these Internet pages.

- Registration in the system of procurement/ auction is free
- HIP-Petrohemija does not permit disclosure of private information on the pages either their own, or any others without prior permission
- Private information includes name and surname, address, e-mail address, web address and telephone number
- At the procurement, invitations for submission of bids, downloading supporting documentation, additional clarification, publishing selection of the best supplier are done via www.hip-petrohemija.com.
- Auction bidding is done by www.hip-petrohemija.com.
- Arranging beyond procedure of procurement/auction represents the activity incompatible with the Terms of Use.
- Purchase and sale is done exclusively between HIP-Petrohemija and supplier/ buyer.

User' Risk:

- All contacts between You and other participants in procurement/auction take place at Your risk. You agree that HIP-Petrohemija does not have responsibility nor obligation for any adverse consequences resulting from the action of other user (for example, with registered false information or attempt to mislead).
- HIP- Petrohemija is not responsible for any unavailability of the Internet pages (partial or complete).
- HIP-Petrohemija is not responsible for technical problems that may occur when using the site, leading to inability to participate in certain procurements/ auctions.

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- HIP-Petrohemija is not responsible for technical problems that may lead to delays and/or incorrect processing of electronic information, including the system clock
 - For abovementioned, Internet service providers are responsible. The site www.hip-petrohemija.com may be temporarily unavailable or available in limited extent, as the result of regular system maintenance or in the case of system improvements.
 - HIP-Petrohemija has the right, in case of announced and scheduled maintenance, to extent all procurements/ auctions ending during the unavailability of the webpage.

Procurements/ Auctions:

- By participating in procurement or in auction (either purchase or sales) You accept all terms set forth by HIP-Petrohemija for each procurement/auction separately, except if terms do not violate these Terms of Use or violate legal provisions.
- Auction Bid cannot be withdrawn, except if HIP-Petrohemija, during or after the auction, changes the specification of requested, i.e. selling service/goods.
- After completion of procurement procedure, notice on the most favorable supplier is published on www.hip-petrohemija.com
- After completion of the auction, the winner personally receives the notification on the win.

Auction bidding:

- For every auction, HIP-Petrohemija gives a precise specification of service/ goods to be purchased/sold, as well as the conditions under which the delivery is made.
- If HIP-Petrohemija receives at least one bid that is the same or lower/higher than the initial price, its obligation as a buyer/seller is to perform the transaction fully with the lowest/ highest bidder after the completion of the auction.
- After the completion of the auction, notification is sent to the seller or buyer, depending on the kind of auction, about the end of the auction and information for transaction.
- HIP-Petrohemija has the right, without limitation, explanation and previous warning to suspend the account if there is reasonable doubt that the user is involved in the activities that are contrary to the Terms of Use or can cause damage to HIP-Petrohemija.

User's data:

- Your data are defined as information You give when registering or participating in tenders/auctions. Accuracy of Your personal data is exclusively Your responsibility.
- If a user registers under false name, address and phone number, gives false data of a legal person with the intention to hinder the functioning of computer system of Procurement/Auction, and by doing that, by entering any kind of incorrect and false data, hinders the functioning of computer system of www.hip-petrohemija.com, and the aim of these actions is to cause material or non-material damage to another

person (natural or legal), for that user, further access to the system will be instantly disabled.

- HIP-Petrohemija retains its right to file criminal report to institutions in authority against such user, as there is a doubt that, by such behaviour, important characteristics of a criminal act from **articles 298; 299; 300; 301; 302 and 304** of the Criminal Law of the Republic of Serbia have been acquired.

Prohibited activities:

- Insulting, disturbing and threatening other users; messages that encourage religious, racial or any other kind of intolerance.
- Intentional decrease/increase of prices at an auction on agreement (or without it) with HIP-Petrohemija, and in order to cause damage to other users.
- Violation of legal provisions.
- Sending of messages and files containing viruses, trojans and the like that may cause damage to the site www.hip-petrohemija.com or its users.
- Redirection of users in any way.
- Copying, reproduction, download or distribution of data from these pages, partially or completely, as well as any violation of copyrights related to www.hip-petrohemija.com.
- It is not allowed to have more than one user's account – except in special cases, with explanation, approved by HIP-Petrohemija. We consider that user's accounts belong to the same person if the data (all or some of them) in the accounts are identical.

Use of any other kind of site accessing:

- All the activities regulated by these Terms of Use apply to all other ways of accessing this site.
- HIP-Petrohemija disclaims itself from all the problems and / or expences occuring due to the usage of any kind of access to this site.
- HIP-Petrohemija has the right to (without the previous warning and explanation) limit Your activities, immediatelly suspend auctions and bids, warn other users and warn, temporarily or permanently suspend Your user's account:
 - o If You violate the Terms of Use and Policy of Privacy.
 - o If we cannot check with certainty the personal data You entered when You registered.
 - o If we consider that Your activities may cause damage to other users or the site www.hip-petrohemija.com.
 - o If You participate in artificial decrease/increase of prices that are at the auction
 - o If You participate in activities unrelated to Terms of Use.

Changes of Terms of Use:

- HIP-Petrohemija may, partially or completely, change these terms. The changes will take effect immediately after the announcement on these pages (You will be informed on this in the news section).
- To continue using our services after the change of Terms of Use, You are obliged to comply with all the changes.
- The initial price of the subject is discretionary right of ordering party i.e. it has the absolute right to set the initial price at its option. Commenting the initial price is not allowed. Such comments will be deleted.