

PRIVATE AGREEMENT

Today on 16.04.2013. in Kilkis

(a) Vladan Nastic son of Ratko, resident of Bosnia and Herzegovina, Njegoseva bb St., with ID No 04FUA4445, issued on Vlasenica, by PS Vlasenica, acting herein as legal representative of Alumil Aluminium Industry S.A., registered in Kilkis (GR), Industrial Area Kilkis St., with VAT No EL094220266, legally represented, hereinafter referred to for the sake of brevity "producer" and

(b) Jelenko Ilic son of Vladimir, resident of Bosnia and Herzegovina, Brcko, with ID No 11FZL1329, issued in Brcko, by PS Brcko, acting herein as legal representative of Jelen d.o.o., registered in Brcko (BiH), Petra Kocica 1 St., with VAT No 4600030920009, legally represented, herein referred to for the sake of brevity "manufacturer" mutually agreed and accepted the following:

1. The producer has carried out the Initial Type Tests (ITT) specified by EN 14351-1 and EN 13830 standards and had obtained Test Certificates for the doors, windows and curtain walls in question issued by the Notified Testing Laboratory. A copy of the certificate is attached to Annex 4 and forms an integral part of this agreement.
2. The manufacturer has the required mechanical equipment and unit for the manufacturing and the installation of doors, windows and curtain walls in buildings in accordance with their intended use.
3. In order for the manufacturer to be able to use the CE Marking (which has been obligatory for doors and windows since February 2010 and for curtain walls from December 2005) and the Test Certificates of the producer for the doors, windows and curtain walls systems in question he shall follow all regulations and meet all the following conditions:
 1. He shall be certified as per ISO 9000 standards or implement a production control system as per EN 14315-1 and EN 13830 standards.
 2. He shall be trained and familiar with the construction of these doors, windows and curtain walls systems based on the Technical Manual or appoint in writing a person(s) with the required qualifications to be trained in the construction of these doors, windows and curtain walls systems based on the Technical Manual. Such training shall be provided and confirmed by the producer. The producer shall provide the manufacturer, upon request, with the required information and shall have a qualified technician (representative of the company) present during the construction of the first doors, windows and curtain walls (test) sample.
 3. He shall strictly follow the relevant instructions of the producer and implement all applicable regulations specified by the government and EN 14351-1 and EN 13830 standards.
 4. He shall use all components, corners, adhesives, rubber materials, etc., and in general all components specified and supplied by the producer. The manufacturer shall purchase the components not supplied by the producer of the system by other suppliers specified in writing by the producer. The responsibility for the quality of these components lies exclusively with the suppliers in question and the producer.
 5. He shall strictly follow the Technical Manual of the producer, which forms an integral part of the Production Control System of the manufacturer, all written instructions given to the manufacturer upon signing this agreement (the technical manual and the instructions are attached herein and form an integral part thereof) as well as any subsequent instructions that will be given to the manufacturer in writing and will not impair the results of the Initial Type Tests.
 6. He shall ensure that the characteristics of the doors and windows to be constructed will be the same as those of the doors, windows and curtain walls constructed by the producer and tested during Initial Test Types (ITT).

7. He shall allow the competent representatives of the producer or his authorised external consultants, who all must be authorised in writing for this purpose by the producer, to inspect and check the compliance with the specifications of the producer and the Standards.

8. He shall consult beforehand the producer for any special curtain wall, doors and windows construction so that it will comply with the specifications for the curtain wall, windows and doors in question. It is explicitly agreed that in the event that the manufacturer requests from the producer advice regarding the aforementioned issues, the producer shall promptly inform and reply to the manufacturer and, if deemed necessary, the producer shall send a special representative for this purpose so that the mutually desired outcome will be achieved.

9. He shall inform the producer promptly and in writing about any change in the legal form of the company or change of address and in general about any change to the aforementioned information that may affect this agreement. However, it is explicitly agreed that the producer shall have the same obligations towards the manufacturer for the same reasons.

10. He shall inform the producer promptly and in writing in case he decides to stop the construction of the doors, windows and curtain walls system in question. If construction works are in progress, the construction shall stop after the final acceptance of the system. The manufacturer shall indicate in writing to the producer all works in progress.

The producer hereby grants to the manufacturer the right to use for CE Marking the Certificates obtained for the curtain wall, doors and windows systems in question based on the following terms and conditions:

1. The licence to use the Test Certificates refers only to the doors, windows and curtain walls systems mentioned in detailed in Annex 3. For other future doors, windows and curtain walls systems, a supplementary Annex 3 shall be required.

2. The licence shall be limited to a period of one (1) year. If construction works are in progress on the end date of the period, the licence shall be extended, *ipso jure*, until the completion of the works.

3. Such licence shall be renewed for a period of one (1) year, provided all the above mentioned conditions are fully met and both contracting parties hereof agree on the extension in writing.

4. The licence to use the Test Certificates shall be terminated by the producer, if the manufacturer does not comply with any of the aforementioned conditions. The producer must inform the manufacturer in writing about the reasons, in detail and with clarity, for which the licence to use such certificates is terminated, which must be grounded and true.

The manufacturer may exercise the same right as the producer, provided the provisions of this agreement are not fulfilled. It is explicitly agreed by both contracting parties that the producer shall not be responsible for any errors made by the manufacturer in the construction of the curtain walls in question.

On the contrary, the producer shall be responsible for any omissions or errors caused due to defective raw materials and components supplied by the producer to the manufacturer.

The following annexes form an integral part of this agreement.

- Annex 1: Technical Manual for doors, windows and curtain walls systems
- Annex 2: Special Conditions and Instructions
- Annex 3: Description (catalogues) of doors, windows and curtain walls systems
- Annex 4: Test Certificate of the producer for the doors, windows and curtain walls in question

It is explicitly agreed by the contracting parties hereof that all the above mentioned terms and conditions shall

be considered essential and any breach of such terms shall lead to the termination of this agreement without damages for both contracting parties.

Also, any dispute that may arise from the application of this agreement shall be settled by the Courts at the registered office of the producer/manufacturer.

This private agreement was drawn up in three (3) copies and legally signed. The producer received two (2) copies and the manufacturer one (1) copy.

The producer

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The manufacturer


