

# GENERAL TERMS OF OPERATION

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## OF THE MANUFACTURING, TRADE AND SERVICES COMPANY ECCENTRIX DOO (PRIVREDNO DRUŠTVO ZA PROIZVODNJU, TRGOVINU I USLUGE ECCENTRIX DOO) BELGRADE – NOVI BEOGRAD, AND USE OF THE ECCENTRIX WEBSITE

### Company General Data:

<b>Legal Name:</b>	Manufacturing, Trade and Services Company ECCENTRIX doo Belgrade–Novi Beograd
<b>Legal Address:</b>	gd, Milutina Milankovića Street, 11070 Belgrade – Novi Beograd, Serbia
<b>Register Number with the Business Registers Agency:</b>	77485/2013
<b>Company Number:</b>	20942355
<b>Tax ID Number:</b>	108157430
<b>Website:</b>	<a href="http://www.eccentrix.rs">www.eccentrix.rs</a>
<b>E-mail address:</b>	<a href="mailto:office@eccentrix.rs">office@eccentrix.rs</a>

### Introductory provisions

#### Article 1

These general terms (hereinafter: "**General Terms**") define legal relations between the Manufacturing, Trade and Services Company ECCENTRIX doo Belgrade–Novi Beograd, gd, Milutina Milankovića Street, 11070 Belgrade – Novi Beograd (hereinafter: the "**Seller**") and the users of website [www.eccentrix.rs](http://www.eccentrix.rs) (hereinafter: "**Eccentrix**"), i.e. between the customers of the Seller's training centre services, that is, the educational programmes in the area of information technologies, made by the most significant global vendors („*Microsoft*", „*Citrix*", „*CompTIA*", „*VMware*", „*EC-Council*", „*CertNexus*", „*Axelos*" and many others), both via the mentioned website and in any other applicable manner.

General Terms are composed pursuant to the applicable regulations of the Republic of Serbia, provisions of which shall apply to all the matters not explicitly defined by these General Terms.

By using the Eccentrix website and purchasing the Seller's services, the users, that is, the buyers provide their unambiguous consent to these General Terms, that is, the application thereof to their actions upon visiting and using the mentioned website, and generally to their legal relationships with the Seller. Also, with the act of purchasing the Seller's services,

the buyers confirm that prior to conclusion of a sales agreement, i.e. provision of services by the Seller, they were appropriately informed on these General Terms, that is, all the circumstances significant for entering into the agreement.

## **Article 2**

All the Seller's employees, as well as the other persons engaged by the Seller, are obliged to exercise their authorities and to perform their obligations according to the applicable regulations of the competent law, General Terms, Agreement concluded with the buyer, as well as the standards of profession and with due care.

Every buyer is entitled to choose training, according to the Seller's offer, whereas detailed training descriptions are provided on the Eccentrix website.

The offer of services on the Eccentrix website may be altered on a daily basis, as well as the prices of such trainings. Training prices may be regular and promotional, i.e. discount prices. Also, prices of certain trainings shall be made available to a user on request submitted to the Seller.

Pursuant to a provision of the Article 1, paragraph 3 of the General Terms, such Terms bind all the users of Eccentrix website and apply to all their activities thereon.

According to previous paragraph of this Article, General Terms shall apply to all the trainings from the Seller's offer, and constitute an integral part of the agreement, which is concluded between the Seller and the buyer in case of a purchase, unless wording of the agreement stipulates otherwise.

Photos, images or video material published on the Eccentrix website, or as part of the offer are the Seller's property and are exclusively of symbolic nature, i.e. they are provided only for the sake of informing, therefore they may deviate from the actual appearance of services provided by the Seller.

In case of providing the service electronically, i.e. by conducting an online educational program, apart from the service itself, that is the training, the Seller is not obliged to provide to the buyer any kind of additional equipment nor devices, with the exception of necessary material and other devices explicitly envisaged and mentioned by the Seller's offer. By executing the agreement with the Seller, the Buyer confirms and guarantees that it fulfils all the necessary requirements for a successful performance of obligations towards the Seller, pursuant to said agreement, and according to the information provided on the Eccentrix website and especially in the Seller's offer. The Seller shall not be liable for potential or any other interferences while using a link submitted in a form of training invitation, pursuant to a provision from Article 4, paragraph 6 of General Terms, i.e. while the attendees are accessing the selected training, which are caused by the technical settings, prohibitions or any other limitations on software, i.e. network connection of a buyer, that is, an attendee.

The Seller's obligations, in case of providing a service, that is, performing an educational programme in a way which is not virtual, also include provision of devices and material to

the buyers, necessary for a successful performance of scheduled training, all according to the Seller's offer.

### **Article 3**

Through the Eccentrix website, the Seller is selling services to the legal entities having a legal address in the Republic of Serbia, Bosnia and Herzegovina, Montenegro, North Macedonia and Croatia, whereas the service prices published on the Eccentrix website are the same for all buyers (hence, paid in a RSD or an adequate EUR counter-value, according to the middle exchange rate of the National Bank of Serbia on the pro forma invoice issuance date), regardless the country, that is the address of their registered seat, and training services are provided exclusively in Serbian language, regardless of the buyer's registered seat.

### **Purchase procedure**

#### **Article 4**

By choosing desired training on the Eccentrix website, and clicking on the field "Sign up"(in case the users are interested in "Public", i.e. trainings dedicated simultaneously to the attendees from different legal entities), i.e. "Contact us" (if a user is interested in "Private", that is the training organised exclusively for the needs of attendees from a single legal entity), a user shall be enabled to enter the following data: name and surname, professional or corporate e-mail address, contact telephone, company legal name, company legal seat, company number and Tax ID Number, and the attendee's name, surname and e-mail address. Data entry is possible in Serbian or the English language, otherwise such entry shall not be taken into consideration by the Seller. After that, by marking the field "I agree with the privacy policy ", and by clicking the "Send" field, a user shall be enabled to submit a request for offer to the Seller, regarding the provision of chosen service, that is, the training.

The Eccentrix website shall not be held liable for the accuracy of data entered by the users and buyers.

The Seller is obliged, within a day as of the receipt of request for sending an offer to a user on an e-mail mentioned in the registration form, pursuant to the paragraph 1 of this Article of General Terms, to deliver an offer (in Serbian or in the English language) with a detailed specification of a chosen service, which especially contains: type, that is, name of the training, method of its execution (in a classroom, virtually or via a video content), venue of the training, its scheduled date and time, i.e. period when such training shall be performed, its price and deadline for sending an offer acceptance. Together with the mentioned offer, the Seller shall, in a defined time frame, also submit a text to the user, i.e. a link in order for the latter to access the General terms, for the purpose of timely informing the user on all the relevant conditions and circumstances of the agreement execution, especially on the consequences of missing deadlines, and buyer's withdrawal from the agreement after its execution. The Seller is not obliged to respond to the user's request for offer, in terms of this

provision of the General Terms, in case that such request was submitted by the user from his/her private e-mail address.

The Seller's offer from previous paragraph of this Article is valid only for a user whose data is submitted during registration, according to the paragraph 1 of this Article, within 7 days as of the day of its delivery to the user.

The Seller's offer shall be deemed accepted if the Seller, within a time frame from the previous paragraph of this Article, receives an e-mail notification of acceptance from the offered user (in Serbian or the English language), and as of that moment it shall be considered that the Seller and the buyer have concluded a sales agreement, i.e. provision of the chosen Seller's service, which at the same time represents an irrevocable expression of consent and acceptance by the user, that is the buyer, of the General Terms and their application, where the wording itself of the previously concluded agreement (which is, therefore, deemed concluded by mere submittal of the offer acceptance to the Seller, considering that all the essential elements of agreement were defined in a certain moment) shall be subsequently delivered to the buyer, together with a pro forma invoice, i.e. pursuant to subsequent provisions of the General Terms.

Five days prior to beginning of the training, at the latest, the participants thereof (according to the agreement concluded between the Seller and the buyer) shall receive an invitation to training with more information regarding its organisation, such as the starting date, venue, possibility of parking in the vicinity(if applicable) and similar. The Seller is obliged, as part of such invitation to the buyer, i.e. attendees, to submit all the technical data necessary for a successful registration for the training, from the location of buyer/attendee, that is, online.

## **Article 5**

Upon conclusion of a sales agreement, i.e. provision of a chosen service, all descriptions of services, prices and other conditions are defined both for the Seller and the buyer, meaning that they are not subject to any kind of alteration, except if it is obviously about a technical mistake occurred on the Eccentrix website or in the Seller's offer, in which case the Seller may unilaterally change the agreed data in a proper manner.

By way of derogation from the previous paragraph of this Article of General Terms, the Seller is authorised, upon conclusion of the Agreement, where reasonable grounds exist, and especially having in mind a need for securing an appropriate lecturer and a sufficient number of training attendees, to set, i.e. change the training date and/or time, which the buyer agrees to by accepting the General terms, that is by concluding the agreement, therefore such change cannot constitute the reasonable grounds for withdrawal from the agreement by the buyer. In case of a training date change, the Seller is obliged to provide such training without delay, no later than six months as of the date initially defined for its occurrence, as well as to deliver to the attendees a training invitation, five days before the beginning of such training, at the latest, pursuant to the provision of Article 4, paragraph 6 of the General Terms.

Also, if the Seller is unable to provide a service pursuant to the concluded agreement, due to problems with a power supply or internet connection, or the other sudden and extraordinary circumstances which could not have been foreseen, avoided or removed, the Seller is obliged to provide such service to the buyer without delay, no later than 60 days as of the date initially defined for its occurrence.

The Seller is obliged to inform the buyer in writing or in an electronic form, about the existence of mentioned circumstances, immediately upon discovery of such inability to provide training.

In case the Seller fails to organise and perform a chosen and contracted training, within a time frame prescribed by the provisions of this Article of General Terms, it will be obliged to refund the pro forma invoice payments made by the buyer, no later than eight days as of the expiration of subject-matter deadline.

## **Service prices**

### **Article 6**

All service prices displayed on the Eccentrix website, as well as in the Seller's offers, are indicated without the corresponding VAT, which shall be displayed in the Seller's offer. Prices are rounded to two decimal places.

Prices displayed on the Eccentrix website are valid for all the customers, solely during the validity of a specific offer, and only under these General Terms. Prices displayed in the Seller's offer are valid only for a specific user, i.e. the user to whom an offer has been proposed, while such offer is in effect and under the General Terms, that is, all according thereto.

## **Method of payment**

### **Article 7**

The Seller is obliged, within two days as of the receipt of the buyer's e-mail, confirming the acceptance of previous offer, to deliver to the buyer a wording of the concluded sales agreement, that is the agreement on service provision (in Serbian or the English language), as well as the pro forma invoice for a chosen service, whereas the buyer is obliged to perform a payment for the said pro forma invoice within five days as of the receipt thereof, all according to the instructions contained therein.

In case the buyer fails to make a payment within a time frame defined by the previous paragraph of this Article of General Terms, the agreement shall be deemed instantly terminated. Also, as of the moment of agreement execution until the payment of agreed service price, the buyer is entitled to a unilateral withdrawal from the agreement, by submitting to the Seller a written or electronic notice thereof, and such withdrawal shall be deemed as timely, therefore not subject to any additional obligations of the buyer.

Payment of a total pro forma invoice amount by the buyer, pursuant to the paragraph 1 of this Article, shall be considered as reservation of a seat for named attendees on a chosen training. Each withdrawal of a buyer from the agreement after designated date, due to any reason whatsoever, shall be deemed untimely, in which case the Seller shall keep the entire amount of paid price, whereas within three days as of the training date, a video material from such training shall be delivered to the buyer, thus making the Seller's obligations to provide a service pursuant to the agreement fulfilled.

During the final day of training, the Seller shall deliver to the buyer a bill, i.e. an appropriate invoice amount.

### **Provision of service, i.e. training**

#### **Article 8**

The Seller is obliged to provide a service of training, within a time frame and in a manner stipulated in the sales agreement, that is, agreement on service provision, conscientiously and all according to the rules of profession.

The Seller is responsible for the compliance of service with the concluded agreement, pursuant to the relevant regulations of a competent law.

According to the previous paragraph of this Article of General Terms, it shall be considered that a service is not in compliance with the agreement if:

- by content, quality and purpose ,does not correspond to a description submitted by the Seller, prior to conclusion of the agreement;
- does not contain characteristics of the same type of services;
- does not contain specific features demanded by the buyer, that should have been or must have been familiar to the Seller in the moment of agreement execution; or
- does not meet the expectations that are well-grounded, considering the nature of service and the Seller's public promises regarding the special features of a service.

The Seller is not responsible for service non-compliance, if in the moment of agreement execution, the buyer was aware or could not have been unaware of the fact that a service is not in compliance with the agreement.

All the costs necessary to make the Service compliant with the agreement shall fall upon the Seller.

If a service is not in compliance with the agreement, the buyer may request from the Seller to perform a compliant service within a reasonable time frame, and no later than 60 days as of the date designated for the beginning, i.e. beginning of training.

If the performance of compliant service is impossible or unlawful, or represents a disproportionate liability for the Seller, the buyer may request a price reduction or agreement termination.

It shall be considered that there is a disproportionate liability for the Seller, according to the paragraph 2 of this Article, if, compared to a price reduction and agreement termination, the excessive costs is created, and taking into account the following:

- value of the Service that would have been attained if compliant to the Agreement;
- significance of compliance in a specific case; and
- whether the compliance could be removed without the significant inconveniences to the Buyer.

## **Data accuracy and disclaimer**

### **Article 9**

The Seller is obliged to keep the information published on the Eccentrix website up-to-date and accurate. However, despite continuous Seller's efforts to keep the subject data as much as up-to-date and accurate as possible, it may happen that such data changes so rapidly, that on the mentioned website, and at certain moment, appears in its unchanged form, thus making the Seller not responsible for the consequences derived from the presumption of user, i.e. the buyer, that such data is correct.

The Seller appeals to the users, i.e. buyers, to report without delay in case they notice any irregularities in terms of the previous paragraph of this Article of General Terms, to the following e-mail address: office@eccentrix.rs.

## **Change of the Eccentrix website and General Terms**

### **Article 10**

The Seller reserves the right to, in any moment, temporarily or permanently, completely or partially, modify or remove the Eccentrix website, without previous notice to the users and buyers, i.e. to limit the availability of said website to the certain persons or to a geographic area.

Also, the Seller may anytime, without prior notice, amend the general terms of operation and usage of the Eccentrix website, by updating this document, the modifications of which are mandatory for the users, i.e. buyers, and which application they agree to, in the manner prescribed by the provision of Article 1, paragraph 3 of the General Terms.

## **General data protection**

### **Article 11**

The Seller is obliged, in the matters of collection, processing and protection of personal data, to act all according to the relevant regulations, which is specified in more detail in the Seller's specific acts, i.e. the privacy policy published on the Eccentrix website.

## Notices

### Article 12

The users, that is, the buyers may submit any questions, objections or suggestions, to the e-mail address office@eccentrix.rs.

## Appropriate application of the General Terms and the Seller's responsibility

### Article 13

Provisions of these General Terms apply accordingly as well to the agreements between the Sellers and buyers that are not concluded electronically, in which case all communication between the said parties shall be in writing, via registered mail.

The Seller is responsible for compliance of service with the agreement, according to the relevant regulations of a competent law, and pursuant to the concluded agreement.

## Final provisions

### Article 14

Pursuant to the provision from the Article 1, paragraph 2 of the General Terms, for everything not explicitly regulated by the mentioned provisions, the provisions of relevant regulations of the Republic of Serbia shall apply, while every possible conflict regarding their validity and application shall be settled before the court of subject-matter jurisdiction in Belgrade.

Amendments of General Terms shall be effective only if compiled in writing and published on the Eccentrix website.

General Terms are compiled in Serbian and the English language, whereas in case of any inconsistency between the mentioned versions, the one in Serbian shall prevail, which shall be applied accordingly to the other acts passed, i.e. concluded, based on these General Terms.

General Terms shall come into effect as of August 6, 2020, which is the date of their passing and publishing.

On behalf of the Seller

  
Irena Gigović, Director

*(Circular stamp: ECCENTRIX, Privredna Agencija, Beograd, Republika Srbija)*