

EQUIPMENT SALES AGREEMENT

Entered into on _____ 2010 in _____ by and between:

ZASTAVA AUTOMOBILI, a.d. Kragujevac – in restructuring process, Kosovska St. 4 (hereinafter referred to as: the **Seller**) and _____)
from _____ (hereinafter referred to as: the **Customer**)

Article 1

The scope of the sale is the used equipment owned by the Seller, with the following properties: ____

Article 2

The equipment from Article 1 of this Agreement, owned and used by the Seller in his own production process, and which is not the subject of transaction of the joint investments between the Republic of Serbia and Fiat Group S.p.A., (hereinafter referred to as: the Equipment) is to be sold after completing the public bidding process that will take place on _____ with the start on ____ by ____ o'clock at the price of _____ RSD.

Article 3

The price from Article 1 of this Agreement will be fully paid by the Customer to the Seller immediately after completing the public bidding procedure and seven days after the day of the public bidding procedure at the latest. The Customer will effect the cash payment on the current account of Seller No. _____ that is run with _____.

Article 4

The Seller and the Customer agree that the equipment take-over should be carried out immediately after payment of the sales price.
The property will be transferred to the Customer after the price from Article 3 of this Agreement has been fully paid to the Seller.

Article 5

Loading and transport costs will be borne by the Customer.
During loading and transport, the Customer is obliged to adhere to the prescribed measures of safety at work and environment protection; otherwise he will be obliged to eliminate all consequences that might occur, at his own expense.

Article 6

The Seller sells the equipment to the Customer as-is, which excludes the Seller's liability related to physical defects on the Equipment, pursuant to Article 486, Paragraph 1 of the Law on Obligatory Relations.
The Customer waives his rights to the termination of the agreement due to the defects on the mentioned Equipment.

Article 7

The Law on Obligatory Relations will be applied to anything not clearly regulated by this Agreement.

Article 8

Any disputes that may arise from this Agreement will be settled by the competent Court in Kragujevac.

Article 9

The Agreement is made in 4 identical copies, 3 (three) of which are for the Seller, and 1 (one) for the Customer.

SELLER

CUSTOMER