

BILL OF EXCHANGE ACT

I. General provisions

Article 1

This Act sets forth the contents, the types of bills of exchange and the operations and rules that relate to the bills of exchange.

Article 2

Certain terms employed in this Act shall denote the following:

Drawer - an orderer or an issuer of a bill of exchange indicated on the front of the Bill of Exchange.

Drawee - a person who makes payment based on a bill of exchange from the coverage of the drawer they hold.

Drawing a Bill of Exchange - determining of the drawee in the bill of exchange, i.e. person who makes the payment on the basis of the bill of exchange.

Payee - an individual or a legal entity stated in the document receiving the amount specified in the bill of exchange, i.e. user of the bill of exchange.

Bill of exchange holder - a person who legitimately holds the bill of exchange.

Bill of exchange issuers - banks and travel agencies which issue certain types of bill of exchange.

Limited amount - determination of the amount up to which the bill of exchange can be issued.

Bill of exchange operations - legal activities and operations which could be performed using the bill of exchange.

Endorsement - a statement noted on the bill of exchange given by the bearer of the right of collection for transferring such right to another person.

Endorser - a person bearing the right of collection who makes the endorsement.

Recta endorsement - an endorsement containing an order for ban on transferring the bill of exchange to another person with the "recta" clause.

Acceptance - a statement given by the drawee on recognizing, i.e. accepting the liability for paying the amount stated in the bill of exchange.

Cession - yielding the right of collection based on the bill of exchange with an agreement.

Allonge - a part of the bill of exchange related thereto.

'Aval' - a guarantee noting that the amount specified in the bill of exchange will be paid off.

Giver of an 'aval' - a person who guarantees, by affixing their signature on the bill of exchange or the allonge, for the payment of the amount specified in the bill of exchange.

Purchase of a bill of exchange - a procedure of an authorized person for taking the bills of exchange from the users for their payment in cash or by recording it on a foreign exchange account.

Depreciation - a procedure for announcing certain bill of exchange void as a result of a loss, theft, destruction, etc.

Revocation - issuance of order for non-payment of the bill of exchange in precisely determined events.

Right of recourse - a right of the bill of exchange holder of indemnification since the endorser, the drawer and the giver of an 'aval' failed to pay off the bill of exchange.

Protest - initiating and effectuating a procedure to a notary owing to a non-payment of the bill of exchange, submitted for payment.

Collection - taking of the bill of exchange from the user without being paid off, requiring from the bank to collect it abroad, and than to pay it off.

Bank bill - a bill of exchange where the bank is both a drawer and a drawee.

Crossed bill of exchange - a bill of exchange where the crossing of two oblique parallel strokes on the front denotes that the bill of exchange is taken for interbank calculation.

Intervenient - a person appointed by the drawer, endorser or the giver of an 'aval' in the bill of exchange, in the case of a need of its acceptance or payment.

Article 3

Bill of exchange, for the purposes of this act, shall constitute a means of payment and instrument for securing the payment.

The bill of exchange is an unconditional order given by the drawer to the drawee, for payment of a certain amount to the payee, stated on the bill of exchange, or to the drawer themselves.

Article 4

The bill of exchange could be drawn bill of exchange and promissory note.

II. DRAWN BILL OF EXCHANGE AND PROMISSORY NOTE

1. Contents of the bill of exchange

Article 5

The drawn bill of exchange shall contain the following essential elements:

1. Mark denoting that it is a bill of exchange, printed on the type of the bill of exchange itself, in Macedonian using a Cyrillic alphabet.
2. Drawee's name and residence
3. Unconditional order for payment of a certain amount from the drawer's security;
4. Maturity date;
5. Place of executing the payment;
6. Name of the payee;
7. Date and place of issue; and
8. Drawer's signature.

Article 6

Document not containing at least one of the elements referred to in Article 5 of this Act shall not be considered drawn bills of exchange, except in the following cases:

1. drawn bill of exchange not specifying the maturity date, shall be considered a sight bill;
2. as for the drawn bill of exchange not specifying the place of payment, the place specified next to the name of the drawee shall be considered a place of payment and a place of living of the drawee and
3. drawn bill of exchange not specifying the place of issue, shall be considered issued in the place stated next to the drawer's signature.

Article 7

The promissory note is an unconditional promise assumed from the drawer as a drawee that a certain amount stated on the bill of exchange will be paid to the payee.

Article 8

The promissory note shall contain the following elements:

1. Mark denoting that it is a bill of exchange shall be printed on the type of the bill of exchange itself, in Macedonian using a Cyrillic alphabet.
2. Unconditional promise that a certain amount will be paid;
3. Maturity date;
4. Place of executing the payment;
5. Name of the payee;
6. Date and place of issue; and
7. Drawer's signature.

Article 9

Document not containing at least one of the elements referred to in Article 8 of this Act shall not be considered promissory note, except in the following cases:

1. promissory note not specifying the maturity date, is considered a sight bill;
2. if the place of payment is not specified, the place specified as a place of issuing the bill shall be considered valid, which is simultaneously considered to be a place of residence of the issuer of the bill and
3. promissory note not specifying the place of issue, shall be considered issued at the place stated next to the drawer's signature.

2. Issuing a bill of exchange

Article 10

Drawn bill of exchange may be registered by order of the drawer themselves.

Drawn bill of exchange may be drawn for the account of a third party.

Drawn bill of exchange may be drawn to the drawer, as well.

Article 11

Drawn bill of exchange may be payable with a third party at the place of residence of the drawer or elsewhere - domiciled drawn bill of exchange.

The promissory note may be payable with third party or at the place outside the place of residence of the drawee.

Article 12

The setting of the interest rate on the drawn bill of exchange shall not have any legal effect.

As an exclusion to paragraph 1 of this Article, the drawer may set an interest rate on the amount specified in the drawn bill of exchange payable at sight or within specified period at sight.

The interest rate shall be specified in the bill of exchange. Otherwise, the provision for the interest rate shall not have any legal effect.

The interest rate shall be calculated starting from the date of issue of the bill of exchange, unless otherwise stipulated.

Article 13

If the amount specified in the bill of exchange in letters and the amount specified in figures differ, the amount specified in letters shall be considered valid.

If the amount specified in the bill of exchange is written several times in letters or several times in figures, the lowest amount shall be considered valid.

The provisions referred to in paragraphs 1 and 2 of this Article shall refer to the both drawn bill of exchange and promissory note.

Article 14

When signatures of persons who are not capable, in terms of bill of exchange, to be bound are affixed on the bill of exchange or signatures which cannot bind the persons who signed the bill of exchange, i.e. the persons on the behalf of whom the bill of exchange was signed, the liabilities of the other signatories shall be valid.

The provisions of paragraph 1 of this Article shall refer to both the drawn bill of exchange and the promissory note.

Article 15

The person who will sign the bill of exchange as a representative of a third party, although not authorized, shall be personally bound for it, and in the case such person paid it, they shall have the same rights as the person for whom they signed it as a representative. The same shall apply to the representative who acted beyond their authorizations.

The provisions of paragraph 1 of this Article shall refer to both drawn bill of exchange and the promissory note.

Article 16

The drawer shall be responsible for the bill of exchange being accepted and paid off.

The drawer may be released from the responsibility for the acceptance, but cannot be released from the responsibility for paying it off.

Each provision which releases the drawer from the responsibility for payment shall not have any legal effect.

4. Endorsement

Article 17

Each bill of exchange, even if not explicitly drawn by order, may be transferred by an endorsement.

The bill of exchange, where the drawer included a "recta" clause or other term with identical meaning, shall be transferred with a cession.

The bill of exchange may be endorsed to the drawee themselves, irrespective of whether they accepted it, to the drawer or to any other debtor.

The persons referred to in paragraph 3 of this Article may further endorse the bill of exchange.

Article 18

The endorsement is unconditional. Any condition stated on the bill of exchange shall be considered unstated and shall not have any legal effect.

Any partial endorsement shall be considered void.

Any bearer endorsement shall be considered a blank endorsement.

Article 19

The endorsement shall be specified on the bill of exchange and on the allonge which is required to be signed by the endorser.

The endorsements shall not necessarily specify the user.

The endorsement could only include the endorser's signature - blank endorsement.

In order to be valid, the blank endorsement shall be written on the back of the bill of exchange or on the allonge.

Article 20

Any right arising from the bill of exchange shall be transferred by the endorsement.

In the case of blank endorsement, the holder of the bill of exchange may:

- 1) fill out the blank endorsement stating their own name or the name of a third party;
- 2) further endorse the blank bill of exchange or using the name of a third party and
- 3) simply hand the bill of exchange over to a third party, without filling out the blank endorsement and without stating a new endorsement.

Article 21

The endorser shall ensure that the bill of exchange is accepted and paid off, unless otherwise specified in the endorsement.

The endorser may forbid further endorsement of the bill of exchange. In that case they shall not be held liable to the persons to which the bill of exchange is later endorsed.

Article 22

The person holding the bill of exchange shall be considered its legitimate holder, if they prove their right by a permanent sequence of endorsements. The above also applies when the last endorsement is blank.

If another endorsement follows the blank endorsement, it shall be considered that the signatory of the other endorsement acquired the bill of exchange by a blank endorsement.

The erased endorsements, in respect of their proving, shall be considered void.

If a person is left without a bill of exchange, on any ground, the person who holds the bill of exchange and proved their right in a manner specified in paragraphs 1 and 2 of this Article, shall not be required to hand over the bill of exchange.

As an exception to paragraph 4 of this Article, the bill of exchange shall be handed over if it is determined that the holder acquired the bill of exchange with a total negligence or by committing a premeditated felony.

Article 23

Persons required to fulfill the liabilities arising from the bill of exchange cannot raise objections against the bill of exchange holder based on their personal relations with the drawer or with any prior holder of the bill of exchange, unless the present holder of the bill of exchange, when acquiring it, willfully acted to the detriment of the debtor.

If the bill of exchange which was incomplete at the time of its issuance, and was additionally filled out contrary to the current agreement, the bill of exchange holder cannot be objected for the violation of such agreement, unless the bill of exchange holder acquired it legitimately or acted negligently when acquiring the bill of exchange.

The provisions of paragraphs 1 and 2 of this Article refer to the drawn bill of exchange, and the provisions of paragraph 2 of this Article refer to the promissory note.

Article 24

When the endorsement contains a provision "value for collection", "for collection", "as an authorization" or any other provision which would denote an order, the bill of exchange holder may exercise its rights arising therefrom, but may endorse the bill of exchange only as a transfer of authorization.

In the case of paragraph 1 of this Article, the debtors may, against the bill of exchange holder, raise only objections that can be raised against the endorser.

The order included in the endorsement referred to in paragraph 1 of this Article shall neither cease with the decease of the orderer, nor by fading of their business capability.

Article 25

When the endorsement contains an order "value for security", "value for pledge" or any other provision implying pledge or security, the bill of exchange holder may exercise their rights arising therefrom, and they may endorse the bill of exchange only as a transfer of authorization.

In the case of paragraph 1 of this Article, the debtors cannot raise objections against the bill of exchange holder based on their personal relations with the endorser, unless the bill of exchange holder, when acquiring it, willfully acted to the detriment of the debtor.

Article 26

The endorsing upon maturity produces an action same as the endorsing before maturity.

Endorsing after the protest due to non-payment or after the date for raising the protest shall operate only as an ordinary assignment..

The undated endorsement shall be considered made prior to the date set for raising the protest, unless otherwise proved.

5. Acceptance

Article 27

The holder of drawn bill of exchange, and the person who only holds the bill of exchange may, till its maturity, submit it for acceptance to the drawee at their residential address.

Article 28

In any drawn bill of exchange, the drawer may order its submitting for acceptance, and may also set the date of submitting for acceptance.

Article 29

The drawer may place a ban on submitting the bill of exchange for acceptance except in the cases when:

- the drawn bill of exchange is payable at third party;
- the drawn bill of exchange is payable at the place outside the drawee's place of living or residing and
- the drawn bill of exchange is for a specified period at sight.

The drawer may order the bill of exchange not to be submitted for acceptance before the specified period.

Any endorser may order the drawn bill of exchange to be submitted for acceptance, and may set a date, if desired, other than in the case the drawer forbid the bill of exchange to be submitted for acceptance.

Article 30

Bill of exchange drawn within a specified period at sight should be filled for acceptance within a year from the date of its issuance.

The drawer may shorten or extend the deadline referred to in paragraph 1 of this Article.

The endorsers may shorten the deadlines referred to in paragraphs 1 and 2 of this Article.

Article 31

The drawee may request the bill of exchange to be submitted to them once more, on the day that immediately follows the first submission for acceptance.

The interested persons may refer to the fact that this request is not fulfilled, only when such request is noted in the protest.

The bill of exchange holder shall not be required to leave the bill of exchange they submit for acceptance with the drawee.

Article 32

The acceptance shall be stated on the bill of exchange itself.

The acceptance shall be expressed with the words "I recognize", "received", "accepted" or any other word with the same meaning.

The acceptance shall be signed by the drawee. The signature of the drawee is considered an acceptance when affixed on the front of the bill of exchange.

When the drawn bill of exchange is payable within specified period at sight, or when, on the basis of an order, it should be submitted for acceptance within certain period, the acceptance shall be dated on the day when it was submitted, unless the bill of exchange holder requires it to be dated on the day when they submitted the bill of exchange for acceptance.

If no date is specified on the acceptance, the bill of exchange holder, in order to exercise their rights of recourse against the endorser and the drawer, should ascertain such flaw by rising a protest in due course.

Article 33

The acceptance shall be unconditional.

The drawee may restrict the acceptance on a part of the amount of the bill of exchange.

Any other deviation contained in the acceptance, from the elements on the bill of exchange is equal to rejection of the acceptance. But yet, the acceptor is still bound to the contents of their acceptance.

Article 34

When the drawer in the bill of exchange, states a place of payment different from the place of living of the drawee, without appointing a person who is to receive the payment (domicile person), the drawee may appoint that person during the acceptance. Otherwise, the acceptor shall be considered to bind themselves to pay at the place of payment.

If the bill of exchange is payable at the drawee's place of living or residing, they may state the address at the place of payment during the acceptance.

The provisions of paragraphs 1 and 2 of this Article shall also apply to the promissory note.

Article 35

The acceptance shall bind the drawee to pay the bill of exchange until it matures.

In the case the bill of exchange is not paid, its holder, even it is the drawer themselves, shall be entitled to press charges, on the basis of the bill of exchange, against the acceptor for any rights they can exercise on the basis of the bill of exchange under this act.

Article 36

The drawee shall be considered to reject the acceptance of the bill of exchange if they erased the filled out acceptance before they return the bill of exchange. The acceptance shall be considered erased before the bill of exchange is returned until proved different.

As an exception to paragraph 1 of this Article, if the drawee notified the bill of exchange holder or any signatory in writing that they accepted the bill of exchange, they shall be bound to them with the contents of the given acceptance.

Article 37

The issuer of the promissory note shall be liable same as the acceptor is liable for the drawn bill of exchange.

6.' Avals'

Article 38

The payment of the drawn bill of exchange and the promissory note in the total amount or in a part thereof may be secured with an 'aval'.

'Aval' may be provided by any third party, and by some of the signatories of the bill of exchange.

Article 39

'Aval' shall be provided for the bill of exchange or the allonge, signed by the giver of an 'aval'.

The 'aval' is expressed with the words "per 'aval'", "as a giver of an 'aval'", "as backer" or any other term implying the same.

'Aval' shall be provided only by a signature of the giver of an 'aval' on the front of the bill of exchange, except in the case of the signature of the drawee or the drawer.

The 'aval' should show the person it is provided for. In the case it is impossible, it shall be considered to be provided for the drawer.

As for the promissory note, if the 'aval' does not state whom it is provided for, it shall be considered to be given to the drawer.

Article 40

The giver of an 'aval' shall be as liable as the person they provide the guarantee for.

The obligation of the giver of an 'aval' remains even when the obligation they guarantee for is void due to any reason, except in the case of a formal deficiency.

By paying off the bill of exchange, the giver of an 'aval' acquires any right arising from the bill of exchange against the person they guaranteed for, as well as against the persons liable on the basis of the bill of exchange.

7. Maturity

Article 41

The drawn bill of exchange and the promissory note may be issued as:

1. sight bill of exchange;
2. bill of exchange for a fixed period at sight;
3. bill of exchange for a fixed period from the date of issue and
4. bill of exchange on a fixed date.

Any bill of exchange the maturity of which is otherwise fixed and any bill of exchange having more than one maturity shall have no legal effect.

Article 42

The sight bill of exchange shall be payable when submitted for payment.

Any sight bill of exchange shall be submitted for payment within a year from the date of issuance.

The drawer may cut back or extend the deadline referred to in paragraph 2 of this Article.

The endorsers may cut back the deadlines referred to in paragraphs 2 and 3 of this Article.

The drawer may order ban on submitting the bill of exchange payable at sight for payment prior to the fixed period. In that case, the submission period shall start running from the fixed period.

Article 43

The maturity of the sight bill of exchange for a fixed period shall be either by the date of acceptance or by the date of protest.

When the protest is not raised against the acceptor, it shall be considered that the last day of the period required for submitting for acceptance is stated on the undated acceptance.

Article 44

Any bill of exchange registered at one or several months from the date of issuance or sight shall mature the same date in the month of the payment. In the case the exact date of the month of payment is not specified, the bill of exchange shall mature on the last day of the respective month.

If the bill of exchange is registered at one or several whole months and a half month from the date of issue or sight, the whole months are counted first.

If the maturity is set for the beginning or the end of the month, the bill of exchange shall mature on the first or the last day of the month.

If the maturity is set for the half of the month, the bill of exchange shall mature on the fifteenth day of the month, counting a period of full fifteen days.

Article 45

When the bill of exchange is payable on a specified date in a place where the calendar differs from the calendar of the place of issue, the maturity date shall be calculated according to the calendar of the place of payment.

When the bill of exchange payable for a specified period from the date of issue is drawn from one place to another, and the calendars of those places differ, the date of

the calendar valid for the place of payment shall be considered a date of issue of the bill of exchange, which date determines the maturity.

The periods for submitting the bill of exchange for payment are calculated in accordance with the regulations applied to the place of payment.

As an exception, if some provision in the bill of exchange or any relevant element of the bill of exchange indicate other intention, the provisions of paragraphs 1, 2 and 3 of this Article shall not apply.

III. BILL OF EXCHANGE OPERATIONS

1. Payment

Article 46

The drawn bill of exchange and the promissory note payable on a specified date, for a specified period at sight or on a specified date from the date of issue shall be submitted for payment on the date of payment or on one of the two working days that immediately follow the date of payment.

Article 47

The promissory notes payable for a specified period at sight shall be submitted at sight to the issuer within a year from the date of issue.

The issuer shall confirm the sight with a dated signature affixed on the bill of exchange itself, and the sight date shall start running from the sight date.

When the issuer refuses to confirm the sight, such refusal should be confirmed with a protest.

Article 48

When paying the bill of exchange, the drawee may require from the bill of exchange holder to hand the bill of exchange over to them, confirming, on the bill of exchange, that it is paid off.

The bill of exchange holder may not reject partial payment.

In the case of partial payment, the drawee may request the payment to be recorded on the bill of exchange, and to be issued a recognition.

Article 49

The bill of exchange holder may not be forced to receive any payment prior to the maturity of the bill of exchange.

The drawee may make the payment based on the bill of exchange prior to the maturity.

The person who will pay for the bill of exchange to the maturity, shall be effectively released from the obligations.

The person referred to in paragraph 3 of this Article shall examine the correctness of the sequence of endorsements, except for the authenticity of the endorsers' signatures.

Article 50

The amount on the bill of exchange may be presented in Denars or any foreign currency, but, in the Republic of Macedonia, it shall be paid off in Denars.

Unless the bill of exchange states otherwise, the value of the foreign currency shall be calculated according to the middle exchange rate of the National Bank of the Republic of Macedonia on the payment date.

When the amount on the bill of exchange denominated in currencies having same name, but their value in the country of issue of the bill of exchange differ from the value in the country of payment of the bill of exchange, the amount on the bill of exchange shall be considered to be denominated in the currency valid in the place of payment.

Article 51

In the case the bill of exchange is not submitted for payment within the deadlines set by this act, the persons obliged thereby shall deposit the amount on the bill of exchange with a notary who covers the place of payment. The amount on the bill of exchange shall be deposited at the expense of the bill of exchange holder.

By depositing the full amount of the bill of exchange, the person bound thereby shall be released from the liability.

Article 52

The decease of the drawer or the loss of their business capability shall not affect the legal action of the bill of exchange, if occurring after the issuance of the bill of exchange.

2. Recourse due to non-acceptance and non-payment

Article 53

The holder of drawn bill of exchange or promissory note may file a request for recourse against the endorser, the drawer and other debtors as follows:

1. upon the maturity in the case the bill of exchange is not fully or partially paid off and
2. prior to maturity when:
 - the acceptance is rejected, fully or partially;

- prior or after the acceptance, a bankruptcy or a liquidation is opened over the property of the drawee or if they cease the payments even in the case the cessation was not confirmed by a court order or the foreclosure of its property was not successful and
- a bankruptcy or a liquidation was opened over the property of the drawer of a bill of exchange which may not be submitted for acceptance.

Article 54

The partial or full rejection of the payment, i.e. the acceptance shall be determined with a public document (protest by reason of non-acceptance or non-payment).

It is required to raise a protest by reason of the non-payment of a bill of exchange payable on a specific date or for a specific period from the date of issue or sight, in one of the two working days that immediately follow the date of payment on the bill of exchange.

The protest due to the non-payment of the bill of exchange payable at sight shall be raised in accordance with the provisions of Article 53 of this Act.

Protest due to non-acceptance shall be raised within the periods set for submitting for acceptance. In the case the bill of exchange was submitted for acceptance on the last day of the periods for the first time, protest may be raised the next day.

When protest is raised due to the non-acceptance of the bill of exchange, it is neither required the bill of exchange to be submitted for payment, nor a protest to be raised due to the non-payment. If, prior or after the acceptance, the drawee ceases the payment or if the foreclosure of its property remained unsuccessful, the bill of exchange holder may make a recourse after the drawer submits the bill of exchange for payment and after the protest is raised.

When bankruptcy or liquidation of the property of the drawer is opened prior or after the acceptance, and in the case of bankruptcy or liquidation of the property of the drawee of the bill of exchange which may not be submitted for acceptance, the bill of exchange holder may make a recourse after submitting a court decision on opening a bankruptcy or submitting a request for initiating a liquidation procedure.

Article 55

The bill of exchange holder shall notify their endorser and the drawer for rejecting the acceptance or the payment within four days from the date of the protest, or from the date of submitting the bill of exchange, provided that it includes a provision "no expenses". If the protest is replaced with a written statement on the bill of exchange under this act, the periods shall be counted from the date of entering the statement on rejecting in the Protest Registry.

Any endorser shall, within two working days from the date of receiving the notification, report to the previous endorser and list the names and the addresses of any person that previously submitted the notification, in order, all the way to the drawer.

When the notification is submitted to any signatory of the bill of exchange, it shall be delivered to their giver of an 'aval's, within the deadline applied to that signatory.

If any of the endorsers failed to state their address or wrote it down illegibly, it shall be sufficient to deliver the notification to the previous endorser.

The notification may be given in any form, including a simple returning of the bill of exchange.

The person that gives the notification shall prove that it was done within the set deadline. The notification shall be considered to be submitted within the deadline when the letter enclosed with the notification is delivered to a post office within the set deadline.

Any person that fails to deliver the notification within the set deadline shall not lose their rights arising from the bill of exchange, but shall be held liable for the damage arising from the non-adherence to the deadline, to the amount of the bill of exchange.

Article 56

The drawer, the endorser or the giver of an 'aval' may release its holder from the obligation, with the provision "no expenses", "no protest" or any other term with the same meaning, stated and signed on the bill of exchange, for the purpose of exercising the right of recourse, raising protest due to non-acceptance or non-payment.

The provision of paragraph 1 of this Article shall release the bill of exchange holder neither from the obligation to submit the bill of exchange within the set deadlines for payment, nor from the obligation for timely submission of the notification. The non-adherence to the deadlines shall be proved by the person who raises the protest against the bill of exchange holder.

The provision of paragraph 1 of this Article specified by the drawee shall affect all signatories, and the provision specified by the endorser or the giver of an 'aval' shall affect only the person that specified it. If the bill of exchange holder raises protest, thus violating the provision specified by the drawer, they shall cover the expenses incurred from the protest, and when the provision is specified by the endorser or the giver of an 'aval', all signatories can be charged for the expenses incurred from the protest.

Article 57

Any person drawing, accepting, endorsing or guaranteeing for the bill of exchange shall be jointly liable to the bill of exchange holder.

The bill of exchange holder, i.e. any signatory of the bill of exchange they purchased, shall be entitled to file a request against the persons referred to in paragraph 1 of this Article individually, against most of them or against all of them together, without being required to adhere to the order of their binding.

The same right shall be conferred to any signatory-purchaser of the bill of exchange.

The filing of a request against one of the debtors shall not impede the filing of a request against the others, even in the case they follow the person who was acted upon first.

The provisions of this Article and Articles 55 and 56 of this Act shall not apply to the promissory note.

Article 58

The bill of exchange holder may claim on the person against whom the claim for recourse was filed:

- 1) the amount for which the bill of exchange is not accepted or paid off, as well as the interest, if specified in the bill of exchange;
- 2) default interest specified by the law and
- 3) costs for the protest, submitted reports (statement, notice) and other costs.

When a recourse is claimed before maturity, the amount on the bill of exchange is discounted by the amount of the discount rate of the National Bank of the Republic of Macedonia applied on the date of submitting the recourse.

Article 59

Any person who purchased the bill of exchange may claim from the persons who are liable to them:

- 1) the total amount they paid off;
- 2) the interest on the paid amount in the amount of the discount rate of the National Bank of the Republic of Macedonia applied on the date of submitting the recourse, counting from the date of its payment and
- 3) other expenses they incurred.

Article 60

Any debtor against whom a claim was filed or against whom a claim for recourse may be filed shall be entitled, after paying the amount of the recourse, to request handover of the bill of exchange along with the protest and the receipt confirming the payment.

Any endorser who purchased the bill of exchange may erase their endorsement and the endorsements of the endorsers who follow.

Article 61

When a recourse is claimed due to partial acceptance, the person that paid a part of the amount which was a reason why the bill of exchange was not accepted, may require the paid amount to be recorded on the bill of exchange and to be issued a receipt for that, and the bill of exchange holder shall issue a copy of the bill of

exchange, confirming to be true to the original and a protest for the purpose of making further recourse.

Article 62

Any person entitled to claim a recourse may, unless otherwise agreed, collect their claims by a new bill of exchange, drawn at sight of some of the persons liable to them, payable in the place of residence of that person (return bill of exchange).

The return bill of exchange, besides the amounts specified in Articles 57 or 58 of this Act, may contain an intermediation fee and return bill of exchange tax.

When the return bill of exchange is drawn by the holder, the amount of the bill of exchange shall be set according to the rate on the sight bill of exchange drawn from the place of payment of the original bill of exchange to the place of residence of the debtor for whom it is drawn, and when the return bill of exchange is drawn by the endorser, the amount of the bill of exchange is set according to the rate on the sight bill of exchange drawn from the place of residing of the drawer of the return bill of exchange to the place of residing of the debtor.

Article 63

The bill of exchange holder shall lose all their rights against the endorsers, the debtor and other debtors except for the acceptor, with the expiration of the periods for:

- submitting a sight bill of exchange or within a specified period at sight and
- raising a protest due to non-acceptance or non-payment of the bill of exchange; and
- submitting a bill of exchange for payment containing a provision "no expenses".

If the bill of exchange is not submitted for acceptance within the period determined by the drawer, the bill of exchange holder shall lose the right of recourse owing to the non-payment and the non-acceptance, except for the cases when the contents of the provision indicates that the drawer only intended to be released from the responsibility for acceptance.

If a period for acceptance is specified on any endorsement, it may only be used by the endorser who provided the endorsement.

Article 64

When the bill of exchange cannot be submitted for payment or a protest cannot be raised within the periods stated in the bill of exchange due to regulations applied in other county and in the case of force majeure, the periods shall be extended.

In the case of force majeure, the bill of exchange holder, shall immediately notify their endorser and shall record the notice including a date and affixing a signature on the bill of exchange or its allonge. Any other issue shall be subject to the provisions of Article 53 of this Act.

Once the force majeure ceases, the bill of exchange holder shall immediately submit the bill of exchange for acceptance or payment and shall raise a protest, if needed.

If the force majeure lasts longer than thirty days after the due date of the bill of exchange for payment, the raising of the claim for recourse shall not require neither submission of the bill of exchange for acceptance or payment, nor protesting of the bill of exchange.

As for the sight bill of exchange and within a specified period at sight, the period of 30 days shall start running from the date when the bill of exchange holder notified their endorsement on the force majeure, regardless of whether the notification was delivered prior to the expiration of the periods for submitting for acceptance or payment.

As for the sight bill of exchange within a specified period, the period of 30 days shall extend with the period at sight stated on the bill of exchange.

Any pure personal reasons of the bill of exchange holder or any person they entrusted the bill of exchange to submit for acceptance or payment i.e. for raising the protest shall not be considered cases of force majeure.

The provisions of this Article and Article 63 shall not apply to the promissory note.

3. Intervention for honour

Article 65

The drawer, the endorser or the giver of an 'aval' may indicate a person who is to accept or pay in case of need.

The person intervening may, under terms stipulated by this Act, accept or pay the bill of exchange for any debtor against whom a claim of recourse may be filed.

The person intervening may be a third party, even the drawee themselves or any other debtor based on a bill of exchange, except for the acceptor.

The person intervening shall, within two working days after the intervention, notify the person for whom they made the intervention. In the case the person intervening fails to adhere to the deadline, they shall be held liable for the damage arising from the non-adherence, up to the amount of the bill of exchange.

4. Acceptance by intervention (for honour)

Article 66

The acceptance by intervention can be made whenever, prior to the maturity of the bill of exchange, its holder is authorized to recourse based on the bill of exchange, which could be submitted for acceptance.

Any holder of a bill of exchange stating the person who, if needed, may accept or pay off the bill of exchange in the place of payment, may not, prior to the maturity, file their right of recourse against the person who made the stating or against the signatories that follow them, except when they submitted the bill of exchange to the indicated person and raised the protest since the person rejected to make the acceptance.

In any other case, the bill of exchange holder may reject the acceptance by intervention, thus losing the right of recourse, prior to the maturity, they had against the person the acceptance was provided for, as well as against any signatory that follows them.

Article 67

Any acceptance by intervention shall be recorded on the bill of exchange and signed by the person intervening.

The acceptance by intervention shall also state the person it was provided for. Otherwise, it shall be considered to be provided for the drawer.

Article 68

The person who intervenes, by accepting the bill of exchange shall be liable to its holder and to the endorsers who follow the debtor they intervened for in a convenient manner.

The persons the bill of exchange was accepted for with an intervention, as well as the person liable to them may, after paying off the amount specified in the provisions of Article 58 of this Act, require from the bill of exchange holder to hand over the bill of exchange along with the protest, provided that the protest was justified, as well as with the receipt that confirms the payment.

The provisions of this Article, as well as the provisions of Articles 66 and 67 of this Act shall not apply to the promissory note.

5. Payment by intervention

Article 69

The payment with an intervention may be executed in any case where, at the time of maturity or prior to the maturity, the bill of exchange holder acquired a right of recourse.

The payment with an intervention refer to the total amount the person for whom the intervention was made was bound to pay.

The payment with an intervention shall be made on the day after the last date on which a protest may be raised due to non-payment, at the latest.

Article 70

In the case the bill of exchange is accepted by the person who intervenes residing in the place of payment, or when persons who reside in the place of payment are indicated, if needed, to pay for it, the bill of exchange holder shall submit it to all such persons, and to raise a protest due to the non-payment on the day after the last date set for raising the protest, if necessary, at the latest.

If no protest is raised within the set period, the person who stated the address, if needed, or the bill of exchange was accepted for with an intervention and the endorsers that follow them shall be released from the liability.

Article 71

Any bill of exchange holder who rejects the payment with an intervention shall lose the right of recourse against any person released from the liability on the basis of such payment.

Article 72

The payment with an intervention shall be confirmed with a statement on settlement noted on the bill of exchange, by indicating the person it was paid for. If such person is not indicated, it shall be considered to be paid for the drawer.

The bill of exchange and the protest, if raised, shall be delivered to the person paying by intervention.

Article 73

The person paying by intervention shall acquire rights arising from the bill of exchange against the person they paid for and against the persons liable to them. The person paying by intervention may not endorse the bill of exchange further.

The endorsers following the signatory it was paid for shall be released from the liability.

When several persons who intervenes offer payment, priority will be given to the person that releases most of the debtor. If the intervenient willingly violate the provisions, they shall lose the right of recourse against the persons who were released.

6. Parts of a set

Article 74

Any drawn bill of exchange may be issued in two or more identical copies. The same serial number shall be recorded on the type of any copy of the bill of exchange. Otherwise, any copy shall be considered separate bill of exchange.

Any bill of exchange holder which does not state that it was issued only in one copy may require, at their expense, issuing of another or more copies. In such case, the bill of exchange holder may address their immediate endorser for assistance, who is

required to help with their endorser, all the way to the drawer. The endorsers shall repeat their endorsements on their copies.

Article 75

The payment of one of the bill of exchange copies shall also release them from liability on the basis of all other copies and in the case the bill of exchange does not state that the payment for one copy, makes all other copies void. The drawee shall remain bound on any accepted copy not returned to them.

Any endorser who transfers the copies to different persons, and any future endorser shall liable for all non-returned copies containing their signature.

Article 76

Any person who submits a copy for acceptance shall state the name of the person who holds such copy on any other copy, binding them to hand over any copy to the legitimate holder.

In the case of violation of paragraph 1 of this Article, the legitimate holder of the second copy may make recourse after the protest states that:

- 1) the copy submitted for acceptance is not delivered to them at their request and
- 2) they could not get the acceptance or payment on the basis of any other copy.

7. Copies

Article 77

Any bill of exchange holder shall be entitled to make a copy thereof.

The copy shall be identical to the contents of the original bill of exchange, including endorsements and any other provision specified therein. It must specify where the copy ends.

The copy may be endorsed and guaranteed in a manner and effect same as the original bill of exchange.

Article 78

The copy shall indicate the person who holds the bill of exchange. Any copy not containing such indication shall not have any legal effect.

Any person holding the original bill of exchange shall hand over the bill of exchange to the legal holder of the copy. In the case they refuse to hand the copy over, the copy holder shall have the right of recourse against any person that endorsed or guaranteed the copy after determining, with a protest, that the original bill of exchange was not handed over to them at their request.

If the original bill of exchange, based on the last endorsement included before the copyion was made, contains a provision "starting from here" or any other term implying the same, the endorsement shall be valid only on the copy, the endorsement included after stating such provision on the original bill of exchange shall be considered void.

8. Alterations

Article 79

If the type on the bill of exchange is altered, any person that signed the bill of exchange after the altering shall be liable by the altered type, whereas the previous signatories shall be liable by the original type.

9. Protest

Article 80

Protest for drawn bill of exchange and promissory note shall be raised at a notary.

Article 81

Any signatory of the bill of exchange shall define their rights and liabilities at a notary in the form of a notary act.

In the case of paragraph 1 of this Article, the above could be agreed upon after the debtor delays. Once the obligation based on the bill of exchange is met, the bill of exchange holder may require fulfillment of the obligation arising from the bill of exchange without protest.

If the notary act requires the obligation based on the bill of exchange to be fulfilled after raising the protest, the protest shall be delivered at the address indicated when composing the notary act. If the debtor cannot be found on the address indicated in the notary act, and the notary is not notified in writing on the change in the address, the protest shall be considered duly delivered, followed by the fulfillment of the obligation.

Article 82

When protest is raised, the notary, in the light of the provisions of this Act, shall submit the bill of exchange to the person against whom the protest is raised and require from them to fulfill the obligation.

If the person against whom the protest is raised cannot be reached at the indicated address, and the debtor failed to report change in the address to the notary, the notary shall compile a written report on attempt for delivery, scheduling a new date of delivery. If the debtor again cannot be reached on the rescheduled date, the delivery shall be considered duly made.

Article 83

If the debtor refuses to receive the protest, irrespective of the reasons, the delivery shall be considered made. The notary shall compile minutes for the undertaken activities of delivery of the protest, ascertaining each step.

Article 84

The protest shall contain:

1. copy of the protested bill of exchange, i.e. protested copy of the bill of exchange, and any statement and comments thereon. If the protest is raised based on the bill of exchange issued in a foreign language, a translation of the bill of exchange shall also be enclosed, verified by the person raising the protest;
2. name of the legal entity which requests and against which the protest is raised;
3. confirmation that the person against whom the protest was raised failed to fulfill the obligation required from them on the basis of the bill of exchange;
4. proof that the notary could not reach the person against whom the protest is raised on their business premise, i.e. in their residence, or, in the case they found them, the reasons why the protest could not be delivered;
5. place, time, date, month, year and business premise or residence where the unsuccessful attempt of delivering the protest was made and
6. date of the protest, its reference number in the Protest Registry, official signature and stamp of the notary.

The notary shall mark any part of the bill of exchange or the copy of the bill of exchange which cannot be read, illegible.

If the person, against whom the protest was raised, explain the refusal of the obligation or if the drawee file a request in accordance with Article 31 paragraph 1 of this Act, it shall be recorded in the protest.

Article 85

If several obligations are required on the basis of the same bill of exchange, or when same obligation is required from several persons, only one protest may be raised, instead of several protests.

Article 86

Any unfulfilled obligation, which is a reason of rising protest, could be fulfilled immediately at the notary or in the presence of the notary.

Any order or instruction for violation of paragraph 1 of this Article shall have not effect on the person that made the payment.

In the case of payment of the debt based on the bill of exchange, the notary shall confirm the payment of the bill of exchange and shall hand the bill of exchange over to the person that made the payment.

If the debtor based on the bill of exchange pays off only a part of the amount of the bill of exchange, it shall be recorded in the original bill of exchange and in the protest, and a receipt shall be issued to the debtor.

Article 87

If the drawee pays off the total amount of the bill of exchange, but refuse to pay for the expenses for the protest, it shall be determined with the protest, and the bill of exchange itself shall be handed over to the debtor. Compensation shall be claimed for the protested expenses on the basis of the protest.

Article 88

The protest shall be immediately delivered to the bill of exchange holder or to the person who submitted the bill of exchange for a protest in their behalf.

Article 89

The notary shall record the contents of the raised protests in a special Protest Registry in order, by their date and number.

The form, the contents and the manner of maintaining the Protest Registry shall be stipulated by the Minister of Justice.

The notary shall issue verified copy of the protest to any interested party, based on the Protest Registry.

Article 90

If the drawer does not require, in the type of the bill of exchange, the protest to be in the form of public document, the protest resulting from non-acceptance or non-payment, may, with a consent of the bill of exchange holder, be replaced with a written statement on the bill of exchange given by the person required to fulfill the obligation (drawee, acceptor, domicile person, addressee, if needed, or person who intervenes).

The statement of the above persons shall be dated, signed and recorded in the Protest Registry within the deadline for the protest, for which the notary shall include a confirmation on the protested bill of exchange or on the allonge.

As for bill of exchange in the amount of Denar 500 inclusive, the Ministry of Justice may require from a notary, instead of a protest under the previous provisions of this Act and paragraph 1 of this Article, to submit a copy of a bill of exchange, with a registered letter, to all debtors based on the bill of exchange, indicating that the bill of exchange is protested. Certificate is issued for the above at a request, which shall be

recorded in the Protest Registry within the deadline set for the protest. In this case, the notification on the raised protest under this Act shall also lapse.

IV. RIGHTS ARISING FROM THE BILL OF EXCHANGE

1. Limitation of actions

Article 91

Any legal requests based on the bill of exchange against the acceptor shall expire within 3 years, counting from the maturity.

The legal request based on the bill of exchange of the bill of exchange holder against the endorser and the drawer shall expire within a year, counting from the date of the protest raised in due course.

In the case it is agreed that no protest will be raised and when the provision "no expenses" is included in the bill of exchange, the request of the holder shall expire within a year counting from the maturity.

The legal requests among the endorsers based on the bill of exchange as well as those against the drawer shall expire within six months, counting from the date when the endorser purchased the bill of exchange or from the date when charges were brought against them to the notary for protest of a bill of exchange.

Article 92

The prescription shall be interrupted by pressing charges to the competent court.

The charges referred to in paragraph 1 of this article shall be made equal with the filing for claim based on bill of exchange in bankruptcy, the settlement of the legal claim based on bill of exchange in the procedure, the call for protection and the notice of the defendant notifying their predecessor that charges were being pressed against them on the basis of recourse.

The notice referred to in paragraph 2 of this Article shall be announced immediately through the competent court or by a registered letter, whit the delivery of such letter to the court or to the post office being considered a date of notice.

Article 93

The interrupted prescription shall resume running:

- 1) when charges are pressed and when the claim is settled in the court procedure, from the date of the last appearance in court in the case the initiated procedure does not continue;
- 2) in the case of filing for a claim in bankruptcy, i.e. liquidation, from the date of closing the bankruptcy proceeding;

- 3) when, in the bankruptcy, or liquidation, the filed claim is disputed, from the date of dispute and
- 4) in the case of call for protection and notice on the pressed charges, from the date of the effectiveness of the closed procedure.

Article 94

If prior to the expiration of the prescription period due to termination of the work of the court, military service in the time of war or due to force majeure, the bill of exchange holder is hindered from exercising their rights arising from the bill of exchange, the prescription shall be interrupted for the period of the hindrance.

The prescription shall be interrupted during the bankruptcy proceeding over the property of the bill of exchange holder.

Once the reasons for hindrance referred to in paragraphs 1 and 2 of this Article cease, the prescription cannot end prior to the expiration of 30 days, in the case the prescription period expires prior to that period.

Article 95

If a person who lost their business capability, and who initiated a procedure, has no representative over the last three months of the prescription period, the prescription shall not end prior to the expiration of three months from the moment such person gained their business capability to be engaged in the procedure or got a representative.

The provisions of paragraph 1 of this Article shall be also applied in the case the representative loses their business capability or in the case of conflict of interest regarding the initiated charges or charges to be initiated, between the representative and the business incapable person.

The prescription of the claim based on the bill of exchange making a part of the inheritance or falling on the inheritance, may not end prior to the expiration of six months from the death of the bill of exchange holder.

Article 96

The interruption and the suspension of the prescription shall apply only to persons subject to the reason of termination, or suspension.

Article 97

The reasons of interruption and suspension of the prescription specified in regulations of other countries shall have legal effect in the Republic of Macedonia, only if they are in accordance with the provisions of this Act.

2. Unjustified gain

Article 98

The drawer, the acceptor and the endorser whose liabilities arising from the bill of exchange suspended owing to the prescription or missed activities, shall be liable to the bill of exchange holder if they became wealthy to their disadvantage. The other debtors shall be released from such liability.

The property claim which is based on the liability due to unjustified gain may also be resolved on the basis on a court decision on depreciation of the missing bill of exchange.

The liability arising from unjustified gain shall expire in three years.

3. Right of pledge and lien

Article 99

When, by reason of securing a claim based on the bill of exchange, the bill of exchange holder, based on a pledge agreement, receives movable property or a claim as a pledge, and the debtor fails to meet their liability arising from the bill of exchange in due course, the bill of exchange holder shall be entitled to request to be settled from the pledge, without pressing charges against the pledger, if the parties to the agreement specify, in the pledge agreement, that the agreement shall serve as an executive document.

In the case of paragraph 1 of this Article, the bill of exchange holder may:

- 1) on the basis of the bill of exchange and the pledge agreement serving as an executive document, require foreclosure. The above shall not release the bill of exchange holder from the liability for abusing of the right of pledge;
- 2) collect the pledged bills of exchange and other claims, so that they could settle the claim from the received assets and
- 3) keep the pledged claims for themselves up to the amount of their claim.

The bill of exchange holder shall also enjoy the rights referred to in paragraph 2 of this Article when the pledger goes into bankruptcy, or when a liquidation procedure is initiated against them.

The bill of exchange holder shall immediately, if possible, notify the debtor and the pledger, if they are third parties, if they sold or intend to sell the pledge.

The bill of exchange holder shall, if they fully collected their claims, hand the bill of exchange over to the pledger, i.e. to hand the original bill of exchange along with the gained surplus over to their bankruptcy estate.

The partial settlement based on the bill of exchange shall be recorded on the bill of exchange.

Article 100

By acquiring the right of action or recourse, the bill of exchange holder shall also be conferred the right to keep the debtor's assets, movable property and securities, acquired by or available to them by law.

The lien over the items referred to in paragraph 1 of this Article may not be exercised if the debtor or any third party, during the delivery or before that, informed the bill of exchange holder that the items are given for special purpose.

The bill of exchange holder may use the lien before the maturity of the claim, if the debtor went into bankruptcy, the fulfillment of the monetary liability on their property remain unsuccessful, or if the debtor is a merchant who ceased their payments. In such cases, the information that the items are given for special purpose does not exclude the lien, if the bill of exchange holder acquired or possessed such items before the aforementioned circumstances occurred or before they became aware about them.

Article 101

The bill of exchange holder shall immediately, if possible, inform the debtor on using the lien.

Unless the parties agree otherwise, the lien of the bill of exchange holder shall cease when their claim is secured with a deposit in cash or securities.

Article 102

The lien shall have the same legal effect as the right of pledge.

Based on the agreement with the debtor or effective court verdict determining the lien, the bill of exchange holder may:

- 1) use the cash they keep for settling their claim and
- 2) handle the other item they hold in accordance with Article 99 of this Act.

4. Depreciation of the bill of exchange

Article 103

Any person who lost the bill of exchange may suggest the court in the place of payment to depreciate it.

The proposer shall, in the proposal referred to in paragraph 1 of this Article, state the contents of the lost bill of exchange, providing an evidence that they held the respective bill of exchange and that they are conferred certain rights arising from the bill of exchange.

If the court ascertains that the submitted data are ample, it shall issue an announcement expounding the main contents of the missing bill of exchange, summoning the person who holds the bill of exchange to represent it to the court

within 60 days, indicating that, if it is not done, after the expiration of this period, the court shall declare it void.

The court shall notify the proposer and all other persons indicated on the bill of exchange on the announcement.

The announcement referred to in paragraph 3 of this Article shall be published in the "Official Gazette of the Republic of Macedonia".

In the case the payment is due on that date, the period referred to in paragraph 3 of this Article shall start running from the date of the announcement, and if the payment is due on a later date, the period shall start running from the expiration of that date.

If the period indicated on the sight bill of exchange or for a specified period at sight has not expired, the period for presenting the missing bill of exchange shall start running from the last day of the period set for submitting at sight.

Article 104

The proposer of the depreciation, in order to keep the right of recourse against the drawer of the non-accepted bill of exchange, and against the drawer who placed a ban on the submission of the bill of exchange for acceptance, may raise a protest by indicating the main contents of the missing bill of exchange within the period set for raising a protest by reason of non-acceptance or non-payment in the place indicated for that. The protest shall replace the submission of the bill of exchange for acceptance or payment and the raising of the respective protests. Compensation for the expenses for such protest cannot be claimed.

The proposer may, on the basis of a court decision adopted in a procedure for depreciation, unless otherwise agreed, require from the acceptor, after the maturity of the missing bill of exchange, and from the drawer, in the case of paragraph 1 of this Article, to deposit the amount of the bill of exchange with a competent court in accordance with the provisions of Article 51 of this Act.

This requirement shall not have any legal effect if the person required to deposit the amount of the bill of exchange proves that the proposer was not entitled to request any depreciation.

Article 105

If the bill of exchange, is not submitted within the period specified in the announcement, the court shall declare the missing bill of exchange depreciated and shall notify the acceptor or the drawer of the non-accepted bill of exchange or the drawer who placed a ban on the submission of the bill of exchange for acceptance thereon, informing them that they can pay the amount of the bill of exchange to the proposer of the depreciation. The court shall notify the proposer and any other person indicated in the bill of exchange on the depreciation of the bill of exchange.

No rights arising from the bill of exchange may be exercised on the basis of the depreciated bill of exchange.

The proposer may, based on the decision on depreciation, against the acceptor, and in the case of request for recourse referred to in Article 100 paragraph 1 of this Act, against the drawer, exercise their rights arising from the bill of exchange, as if they have non-depreciated bill of exchange. Debtors shall not have any responsibility for making the payment, if they prove that the proposer illegally obtained the decision on depreciation.

Article 106

If, within the period specified in the announcement, the person holding the bill of exchange for which depreciation is requested appears, the court shall, after presenting the bill of exchange to the proposer and after hearing the interested parties, terminate the further procedure.

V. APPLICATION OF RIGHT

Article 107

The capability of the person to bind themselves based on the bill of exchange shall be specified by the Act applied in their country. If such Act refers to the Act of another country, the law of the other country shall prevail.

Any person who, according to paragraph 1 of this Article, was legally incapable to operate with bill of exchange, shall be considered effectively bound if they affixed their signature on the territory of the country the laws of which consider them legally capable to operate with bills of exchange.

Article 108

The form of receiving the obligations arising from the bill of exchange shall be defined by the regulations of the country where such obligations were assumed.

There is an exception to paragraph 1 if:

- 1) the assumed obligations arising from the bill of exchange are not valid according to the regulations of the country where such obligations were assumed, but in line with the regulations of the country where certain obligations was assumed later on. In such case, the fact that the previous obligations in respect to the form are irregular shall not make the late obligations invalid.
- 2) The obligations, arising from the bill of exchange, of citizens of the Republic of Macedonia assumed abroad, which are in line with the provisions of this act, but are not in compliance with the regulations of the place where they arose. In such case, the obligations arising from the bill of exchange are considered valid.

Article 109

The form and the periods of protest, and the form of other activities needed for exercising or preserving the rights arising from the bill of exchange shall be governed

by the regulations of the country where the protest is to be raised or where the act is to be made.

Article 110

Any action resulting from the obligations of the acceptor of the drawn bill of exchange and the issuer of the promissory note shall be governed by the regulations that apply to the place where such bills of exchange are payable.

Any action resulting from the obligations of other debtors shall be governed by the regulations of the country where the signatures, by which such obligations were received, were affixed.

Article 111

The periods of exercising the rights of recourse of all signatories of the bill of exchange shall be specified by the regulations of the place of issue of the bill of exchange.

The regulations valid in the place of issue of the document shall determine whether the bill of exchange holder acquires the right, which was a reason for issuing the document.

Article 112

The issue whether the acceptance could be limited to a portion of the amount and whether the bill of exchange holder is required, if appropriate, to receive the partial payment shall be resolved under the regulations of the country where the drawn bill of exchange is payable.

The same regulations shall address the issue of partial payment of the promissory note.

Article 113

In the case the bill of exchange is lost or stolen, the regulations of the country where the bill of exchange is payable shall apply.

Article 114

As for disputes initiated on the basis of charges of the bill of exchange holder pressed against their signatories, the court, which has a jurisdiction over the place of payment, shall be considered competent.

VI. RULES APPLYING TO THE BILL OF EXCHANGE

Article 115

Any person who, according to the existing regulations, can be bound by an agreement, may be bound based on a bill of exchange.

Article 116

Any illiterate person or person who is not able to write shall be bound on the basis of the bill of exchange once they put a sign by hand on the bill of exchange or on the allonge, verified by a notary.

Obligation arising from the bill of exchange may be received on behalf of any illiterate person only on the basis of an issued authorization verified by a notary.

The verification should include:

- they know the person who wants to be bound on the basis of the bill of exchange or to issue an authorization, personally or through the present witnesses;
- the statement, binding the person referred to in indent 1 of this paragraph on the basis of the bill of exchange, and which serves for giving an authorization was read to that person; and
- the person referred to in indent 1 of this paragraph confirmed that the statement read to them matches their will.

The verification shall contain an official number, stamp and signature of the official person.

Article 117

The signature of any blind person on the bill of exchange and on the authorization issued by them as a result of the indebtedness based on the bill of exchange shall be valid only if verified by a notary.

Article 118

If the bill of exchange is due on holiday, its payment may be requested on the next working day. Any other activities related to the bills of exchange, particularly the submission for acceptance and protest, may be undertaken only in a working day.

When any activity related to the bill of exchange must be carried out within a certain period the last day of which is holiday, the period shall be extended to the first working day that immediately follows the holiday. The holidays and days off within the period shall be counted in the calculation of the period.

Holiday, for the purpose of this Act, shall denote any holiday specified by law.

Article 119

The periods defined in this Act as well as the periods indicated on the bill of exchange shall not count the day which is a starting day of the calculation.

Days of grace shall be permitted neither by law nor by court.

Article 120

Any submission of the bill of exchange for acceptance or payment and any other activity which, according to the provisions of this act, should be undertaken for the purpose of exercising or maintaining the rights arising from the bill of exchange shall be undertaken on the business premise and during the business hours by a competent body. If the business premise cannot be found or if the bill of exchange does not show that the person has any business premise, such person shall be looked for in their residence.

When another place of payment is specified, the bill of exchange shall be submitted for payment on the business premise and to the person indicated by the drawee.

The activity referred to in paragraph 1 of this Act may be undertaken outside the business premise, the residence or after the business hours if agreed by the person such activity is taken against.

VII. PENALTY PROVISIONS

Felony

Article 121

Any person as well as the responsible person in the legal entity who issues or put into circulation a bill of exchange containing false data, causing a damage to one or more debtors shall be sentenced to three years of imprisonment.

When determining the penalty, the circumstance under which it occurred and the extent of the damage shall be taken into account.

Infraction

Article 122

Fine in the amount of Denar 200,000 to 300,000 shall be charged to any legal entity if it:

- draws a bill of exchange containing no date or wrong date of issue:
- transfers or pays a bill of exchange containing no date of issue and
- fill out a blank bill of exchange contrary to the provisions of this Act.

Fine in the amount of Denar 30,000 to 50,000 shall be charged to the responsible person in the legal entity for the infraction referred to in paragraph 1 of this Article.

Fine in the amount of Denar 30,000 to 50,000 shall be charged to the individual for the infraction referred to in paragraph 1 of this Article.

VIII. TRANSITIONAL AND CLOSING PROVISIONS

Article 123

Any bill of exchange submitted to the Payment Operations Bureau for calculation shall be considered submitted for payment to December 31, 2001.

Article 124

On the date this Act enters into force, the Bill of Exchange Act ("Official Gazette of the FNRYS " No. 104/46, 16/65, 54/70 and 57/89), which according to Article 5 of the Constitutional Law on enforcing the Constitution of the Republic of Macedonia, was taken as a regulation of the Republic, shall no longer be in effect.

Article 126

This Act shall enter into force on the eighth day from the date of its publishing in the "Official Gazette of the Republic of Macedonia".