



Ukoliko se ne ugovori drugačije u pisanoj formi, mi prodajemo robu isključivo po Uslovima detaljno izloženim u daljem tekstu, koji će biti sastavni deo svakog kupoprodajnog ugovora zaključenog sa nama, čak i ako ih Kupac izričito ne potvrdi.

Eventualni Kupčevi uslovi kupovine za nas su obavezujući samo ako ih izričito prihvatimo u pisanoj formi. Saglasno tome, svako pozivanje na njih će biti bez uticaja na punovažnost i primenljivost naših »Uslova prodaje«.

Svaka izjava po kojoj mi preuzimamo obaveze ili se odričemo prava mora biti sačinjena u pisanoj formi i potpisana od strane punopravno ovlašćenih lica. To važi i za svaku izjavu da će se koristiti drugačija procedura od one koja je opisana u gornjem tekstu

#### 1. Ponuda, prihvatanje ponude i komercijalna zaštita

- Naše ponude uvek podležu izmeni i našim »Uslovima prodaje«.
- Ponude koje daju naši predstavnici i zastupnici neće nas zakonski obavezivati dok ih mi sami ne potvrdimo u pisanoj formi. Isto važi i za sve akcesorne izjave i druga obećanja.
- Ukoliko nema posebnih referenci u kupoprodajnoj ponudi, smatraće se da su tehnički podaci, materijali koji se koriste i standardi vrednosti oni koji se koriste u toj delatnosti.
- Sva dokumentacija koju dostavimo Kupcu ostaje naša svojina. Ona ne sme da bude dostupna trećim licima bez našeg prethodnog odobrenja u pisanoj formi. Ako porudžbina nije izvršena kod nas, ili na zahtev, sva dokumentacija uključujući i sve kopije koje su eventualno sačinjene moraju nam biti vraćeni bez odlaganja.
- Obaveza je Kupca da proveri sve podatke koje sadrže katalogi, brošure za prodaju i objavljena dokumentacija, kao i pre prihvata i upotrebe, da li je proizvod pogodan i odgovara namenjenoj primeni. To takođe važi za izbor odgovarajućih materijala. Mi nismo dužni da proveravamo ispravnost i/ili usklađenost sa zakonom Kupčevih zahteva i/ili pretpostavki, jer je za to isključivo Kupac odgovoran.
- Kupac garantuje da izvršenje ugovora neće prouzrokovati kršenje trgovinskog prava zbog upotrebe komponenta, crteža ili uzoraka koje on ili treća lica dostave. Kupac se obavezuje da će voditi svaki eventualni postupak odbrane o svom trošku i da će nam nadoknaditi svu eventualnu štetu i troškove koji proizađu iz takvog postupka.
- Kupcu će biti fakturisani troškovi u vezi traženih uzoraka.

#### 2. Porudžbina

Porudžbina će se smatrati prihvaćenom samo ako njen prihvatanje potvrdimo u pisanoj formi, čime se ujedno daju okviri nastalog ugovora. Kupac je obavezan da proveri sve relevantne detalje i obrati pažnju na bilo kakvo neslaganje u tekstu.

#### 3. Isporuka

- Period isporuke počinje pošto se reše sva tehnička i trgovinska pitanja, a završava se, osim ako nije ugovoreno drugačije, sa otpremom ili obaveštenjem o spremnosti za otpremanje. Poštovanje rokova isporuke pretpostavlja poštovanje obaveza od strane Kupca, naročito u vezi sa plaćanjem.
- Delimične isporuke kao i odstupanje u proizvodnji najviše do 10% od naručene količine smatraće se prihvatljivim, uz manje neprijatnosti za Kupca. Proizvodnja štampanih proizvoda planira se prema Kupčevoj porudžbini, ali stvarna količina koja se proizvede zavisi od procesa štampanja i s tog razloga može da varira. Za isporuke na zahtev obaveštenje o količinama će biti dostavljeno najmanje dve nedelje pre otpreme.
- Kupac je obavezan da uzme ili opozove isporuku, jer inače mi zadržavamo pravo da uskladištimo robu na rizik Kupca, da naplatimo Kupcu troškove skladištenja i fakturiramo robu dospelu za plaćanje.
- Ukoliko mi snosimo troškove prevoza, zadržavamo pravo izbora transportnog sredstva koje je, ukoliko se ne dogovori drugačije, na rizik i o trošku Kupca.
- Ukoliko se ne dogovori drugačije ambalaža (kontejneri, kutije, palete itd.) se daje Kupcu na pozajmicu, s tim da nam se ona mora vratiti ispravna i u dobrom stanju, bez troškova prevoza. Oštećenu ambalažu Kupac će popraviti o trošku Kupca. U slučaju da nam se ambalaža ne vrati u roku od tri meseca od isporuke, troškove za nabavku nove snosiće Kupac.
- Kupčevo iniciranje dopuna i izmena ugovora o isporuci učinice da dinamika isporuke ponovo počne sa datumom revidirane potvrde porudžbine.
- Ne prihvatamo odgovornost ni za kakva kašnjenja isporuka koja nastanu zbog više sile ili događaja koje nismo izazvali niti predvideli, kao što je neizdavanje dozvola, štrajkovi itd. Rokovi isporuke se produžavaju onoliko koliko traju teškoće. Mi ćemo obavestiti Kupca o svakoj takvoj situaciji i, u slučaju direktnog kašnjenja, predložiti novi datum isporuke. Kada se očekuje da će te okolnosti trajati, a naročito kada nam, uprkos urednom naručivanju, sirovine nisu isporučene, zadržavamo pravo da bez obaveza odustanemo od ugovora.
- Kupac ima pravo da odustane od ugovora samo ako mi ne poštujuemo rokove isporuke nakon isteka odgovarajućeg krajnjeg roka isporuke sa kojim smo se saglasili. Mi prihvatamo odgovornost samo nakon isteka takvog krajnjeg roka i samo u slučaju direktne namere ili grubog nemara. U tom pogledu Kupac zadržava teret dokazivanja.

#### 4. Cene

Osim ako se ugovori drugačije, cene se obračunavaju na dan otpremanja, mesto otpreme "Ex Works" u skladu sa INCOTERMS najnovijom važećom verzijom, plus troškovi shodnog PDV kako je primenljivo. Za promptno plaćanje se ne odobrava nikakav odbitak ili popust.

#### 5. Uslovi plaćanja

- U principu naše fakture su plative odmah po prijemu, bez bilo kakvih odbitaka i troškova.
- U slučaju kašnjenja plaćanja podrazumeva se da će biti zaračunata zakonska kamata na zaostale obaveze od 8 [osam] posto na godišnjem nivou na osnovnu kamatnu stopu za pozajmljena sredstva koju određuje Evropska centralna banka. Kupac će takođe biti obavezan da refundira sve troškove vansudske naplate.
- Pored toga, u slučaju kašnjenja plaćanja ili bilo kakvog nagoveštaja finansijskih teškoća Kupca, zadržavamo pravo da isporuku vršimo samo na osnovu gotovine date unapred, da tražimo garanciju, ili bez obaveza da odustanemo od ugovora, bez davanja grejs-perioda. Pravo odustajanja uključuje i isporuke koje još nisu realizovane ili koje budu ugovorene.
- Kupac snosi troškove nastale povodom utvrđivanja podataka vezanih za kredit, akreditiv itd. Menice i čekovi će biti prihvaćeni samo po posebnom sporazumu i za izmirenje duga.
- Priligne uplate, bez obzira na fakturu za čije plaćanje su namenjene, smatraće se izmirenjem najstarijeg duga na račun Kupca. Isključuje se prebijanje neizmirenog duga sa potraživanjem druge strane.

#### 6. Obaveštenja o nedostacima

- Reklamacija eventualnih nedostataka u isporuci robe će se smatrati punovažnom samo ako je podneta u pisanoj formi, i to odmah nakon prijema robe.
  - Posebno, čim je proizvod uključen u upotrebu ili upotrebljen, sve reklamacije po garanciji vezane za nedostatke materijala smatraće se ništavim ukoliko su ti nedostaci mogli da budu utvrđeni uz malo angažovanje Kupca pre uključivanja u upotrebu ili upotrebe proizvoda. Nakon tri meseca nećemo se smatrati odgovornim za latentne nedostatke.
  - Informacije date o našim proizvodima i procesima temelje se na sveobuhvatnom istraživanju i iskustvu u njihovoj primeni. Te informacije daju se usmeno ili u pisanoj formi, sa dobrom namerom, ali se neće smatrati garancijom kada se radi o kvalitetu i karakteristikama naših proizvoda. To ni u kom slučaju ne oslobađa Kupca ili korisnika naših proizvoda obaveze da provere da li kupljena roba odgovara svrsi kojoj je namenjena.
  - U slučaju proizvoda koji su izrađeni prema crtežima i specifikacijama Kupca, naša garancija za nedostatke materijala obuhvata samo usaglašenost sa tim specifikacijama. To će posebno važiti za prava nad industrijskom svojinom koja imaju treća lica, iz kog razloga isključujemo našu odgovornost za bilo kakvu povredu patenta treće strane ili drugih prava na intelektualnu svojinu.
  - Naša odgovornost za nedostatke materijala ne obuhvata normalno habanje i trošenje ili štetu prouzrokovanu pogrešnom ili nepravilnom upotrebom.
  - Isključujemo našu odgovornost za svaki slučaj gde su naši proizvodi uključeni, ili gde šteta nastane nakon prerade, mešanja ili rekonstrukcije naših proizvoda sa drugim proizvodima.
  - Ni u kom slučaju ne možemo biti odgovorni za štetu koju izazove Kupac ili treće lice u vezi sa robom koju smo mi isporučili i ne prihvatamo nikakvu odgovornost za dalja potraživanja, naročito potraživanja u vezi kompenzacije ili refundiranja troškova koji nastanu zbog dalje prerade.
  - Posebno, naša striktna odgovornost za proizvod u okviru zakona biće ograničena na odgovornost za lične povrede. Kupac će uvesti ovo ograničenje i obavezu da se to ograničenje u našu korist uvede svakom narednom ugovornom partneru u lancu proizvodnje ili prodaje. U slučaju povrede ovog uslova, strana koja vrši povredu biće nam odgovorna za štetu. Kupac će nas osloboditi od svih takvih zahteva trećih lica, izuzimajući jedino slučajeve očiglednog grubog nehata.
  - Prava po garanciji se mogu zahtevati samo ako gubitak nastao kao posledica manjkavih proizvoda prelazi 1% od ugovorene količine. Manjkavosti u delimičnoj isporuci ne daju Kupcu pravo da odustane od ostatka ugovorene količine.
  - Da li su proizvodi neispravni biće utvrđeno u našim objektima ili na osnovu našeg izveštaja o konkretnom ispitivanju.
  - Ako se utvrdi da je obaveštenje o neispravnosti opravdano, mi ćemo po našem diskrecionom pravu, a nakon što su nam manjkavi proizvodi besplatno vraćeni, popraviti ili zameniti robu ili odobriti Kupcu smanjenje cene. Od ovog diskrecionog prava ne odustajemo čak ni ukoliko se nezadovoljavajuće opravke ponavljaju, s tim da nam se mora omogućiti odgovarajuće vreme i pristup da utičemo na opravke.
  - Ako se utvrdi da obaveštenje o neispravnosti nije opravdano, realizacija garancije se mora sudski zahtevati u roku od godinu dana po prijemu robe.
- #### 7. Zadržavanje prava vlasništva
- Zadržavamo pravo vlasništva nad isporučenom robom dok se plaćanje ne izvrši u potpunosti. Za vreme tog perioda zajedničkog vlasništva ne može doći do zaplene, prenosa ili ustupanja zahteva od strane Kupca bez naše izričite dozvole. U slučaju zaplene od strane trećeg lica moramo biti odmah obavešteni.
  - Ako se roba koja podleže ovom zadržavanju prava vlasništva preraduje, zadržavanje prava vlasništva obuhvatiće i proizvod takve prerade i mi ćemo imati pravo, ako se pojavi potreba, da izaberemo radi izdavanja takvu količinu pomenutog proizvoda koja će pokriti vrednost robe koju smo isporučili.
  - Kupac se ovlašćuje, osim ako to ovlašćenje ne bude opozvano, da izmiri potraživanja nastala od preprodaje tokom normalnih poslovnih transakcija, ali samo ako potraživanja koja potiču od njihove preprodaje nisu pre toga preneti na treća lica. Povrh toga mi imamo pravo da samostalno tražimo nagod, ako Kupac nije ispunio svoju ugovornu dužnost, pogotovo obavezu da izvrši poravnanje uspešnih računa na vreme. Na zahtev, Kupac mora imenovati dužnike zaostalih potraživanja i prikazati iznose koje duguju.
  - Kupac će nam nadoknaditi troškove svake parnice.
  - Kupac se obavezuje da će osigurati o vlastitom trošku svu robu koja podleže zadržavanju prava vlasništva, kao i da će skladištiti i kontrolisati tu robu sa odgovarajućom pažnjom.
  - Zakonske posledice prerade, kako je navedeno u prethodnom tekstu, važiće i za dalju preradu, mešanje/kombinovanje ili rekonstrukciju isporučene robe.
  - Polaganje prava na robu koja podleže zadržavanju prava vlasništva, a posebno zahtev za njen prenos, neće konstituisati raskid ugovora, osim ako mi to izričito ne izjavimo.

#### 8. Neizvršenje

Svako kršenje ovih Uslova daje nam za pravo da raskinemo ugovor. Kupac će snositi troškove vraćanja robe, a biće odgovoran i za svu štetu nastalu kao rezultat povrede ugovora.

#### 9. Mesto izvršenja

Ukoliko se izričito drugačije ne dogovoreno u pisanoj formi, mesto izvršenja će biti:

- za isporuku robe, čak i one isporučene franko imenovano odredište: mesto otpreme;
- za plaćanje: bankovni računi naznačeni u fakturi, ili sedište naše delatnosti.

#### 10. Nadležni sud i važeći zakon

Ovi Uslovi se imaju tumačiti i primenjivati saglasno propisima Republike Srbije, čije materijalno i procesno pravo će se primenjivati u slučaju spora. Za sve sporove nadležan je Trgovinski sud u Beogradu.

#### 11. Delimična ništavost

Eventualno pravno obesnaživanje koje od klauzula ovih Uslova će biti bez uticaja na punovažnost preostalog dela Uslova. Ukoliko neka klauzula bude lišena efektivnosti nastojaćemo zajedno sa Kupcem da zamenimo takvu klauzulu novom, koja će biti stipulirana tako da bude punovažna i primenljiva u najvećoj meri koju dozvoljava zakon ili pravičnost, istovremeno zadržavajući svoju prvobitnu namenu.

#### 12. Izmene i dopune

Izmene i dopune ovih Uslova neće biti punovažne ukoliko ih mi izričito ne potvrdimo u pisanoj formi.

Unless otherwise agreed in writing, we sell exclusively on the Conditions set out in detail below, which shall be an integral part of every contract of sale entered into with us, even in the absence of an express confirmation thereof by the Purchaser.

Purchaser's conditions of purchase are binding on us only if expressly acknowledged by us in writing. Any reference to the Purchaser's conditions of purchase shall have consequently no effect on the validity and applicability of our sales Conditions.

Any declaration in which we assume obligations or relinquish rights must be made in writing and be signed by duly authorised persons. This also applies to any declaration that a different procedure is to be used from the one defined above.

**1. Quotations, acceptance and commercial protection**

- a. Our quotations are always subject to alteration and to our Conditions of sale.
- b. Quotations made by our representatives and agents shall not be legally binding on us until confirmed in writing by ourselves. The same shall apply to all subagreements and other promises.
- c. In the absence of any particular reference in the sales offer, technical data, material used and standard values used in the trade shall be assumed.
- d. All documentation provided by us to the Purchaser remains our property. It should not be made available to third parties without our prior written permission. If an order is not placed with us, or at request, all documentation including any copies that may have been made must be returned to us without delay.
- e. It is the responsibility of the Purchaser to check all data contained in catalogues, sales brochures and published documentation and, before acceptance and use, that the product is suitable and appropriate for intended application. This also applies to the choice of suitable materials. We are not duty-bound to check the correctness and/or legal conformity of the requirements and/or assumptions of the Purchaser, as this is the sole responsibility of the Purchaser.
- f. The Purchaser guarantees, that the execution of the contract does not result in any breach of commercial law by the use of components, drawings or samples supplied by the Purchaser or third parties. The Purchaser will conduct any possible defense procedures at his own expense and will compensate us for any expenses resulting from such action.
- g. Requested samples shall be billed to the Purchaser according to expense incurred.

**2. Order**

An order shall only be deemed to be accepted when acceptance has been acknowledged in writing by us. The extent of the contract, thus generated, is determined by the actual text of our order confirmation. The Purchaser is obliged to check all relevant detail and draw attention to any discrepancy in writing.

**3. Delivery**

- a. The delivery period starts when all technical and commercial questions have been resolved and terminates - unless otherwise agreed - with the dispatch or the notification of readiness for dispatch. Keeping to delivery schedules assumes the keeping of obligations by the Purchaser, particularly in respect to payments.
- b. Part deliveries as well as a deviation caused by production up to 10% of the ordered quantity are deemed acceptable at minor inconvenience to the Purchaser. The production of printed products is laid out according to the Purchaser's order, but the actual quantity produced depends on the printing run and for that reason is subject to variation. For on-call deliveries quantities shall be notified at least two weeks before shipment.
- c. The Purchaser is bound to take or to call up the delivery; we reserve otherwise the right to store at Purchaser's risk the goods, to charge the Purchaser with the storage costs and to invoice the goods due for payment.
- d. As far as we bear the freight costs, we shall always be responsible for choosing the means of transport which is - unless otherwise agreed - at Purchaser's risk and expense.
- e. Unless otherwise agreed packaging material - such as containers, boxes, pallets, etc. - is given to the Purchaser as a loan and is to be returned to us in good order and condition free of carriage charges. Damaged items are to be repaired by the Purchaser at Purchaser's expenses. In case they are not returned to us within three months from the delivery, the Purchaser shall bear the costs for new ones.
- f. Purchaser's initiated amendments to the supply contract cause the delivery schedule to recommence with the date of the revised confirmation of the order.
- g. We do not accept responsibility for any delivery delays in respect to acts of God or events not caused or predicted by us, such as non-issue of permits, strikes etc. Delivery schedules are extended by the extent of the difficulty. We shall notify the Purchaser of any such situation and, in the case of straightforward delay, advise a new delivery date. When these circumstances are expected to last and particularly when - despite diligent ordering - raw materials have not been supplied to us, we reserve the right to withdraw without liability from the contract.
- h. The Purchaser has the right to withdraw from the contract only if we not maintain the delivery schedule after expiration of an appropriate delivery deadline agreed to by us. We accept liability only after expiration of such deadline and only in case of wilful intent or gross negligence. However, this implies no change in the requirement of proof at the disadvantage of the Purchaser.

**4. Prices**

Except when otherwise agreed, prices are calculated on the date of shipment, are "Ex Works" place of shipment in accordance to INCOTERMS last valid version, plus VAT as applicable, and with no deduction or discount being granted for immediate payment.

**5. Terms of payment**

- a. As a matter of principle, our invoices are payable on receipt, free of charge, and without deduction.
- b. In the event of delayed payment, it is understood that the statutory interest on arrears shall be applied of 8 (eight) per cent p.a. above the basic interest rate for borrowed funds set by the European Central Bank; the Purchaser shall also be obliged to reimburse any costs of out-of-court collection.
- c. Furthermore in the event of delayed payment or of any indication whatsoever of financial difficulties of the Purchaser, we reserve the right to deliver only against cash in advance, to ask for a security or to withdraw without liability from the contract without the need for a period of grace. The right of withdrawal includes also deliveries not yet carried out or future contracts.
- d. Costs incurred to ascertain credit, letters of credit, etc. are at the expense of the Purchaser. Bills of exchange and cheques shall only be accepted by special agreement and in fulfilment of debt.

e. Payments received, irrespective of the invoice it is intended to settle, shall be applied to the longest outstanding debt on the Purchaser's account. Compensation of an outstanding debt with opposite receivables is excluded.

**6. Notification of defects**

- a. Notifications of defects shall only be deemed to be valid if they are submitted in writing immediately upon receipt of the goods.
  - b. In particular, as soon as the product is included or used, all under warranty claims for defective materials are voided when the defects could have been determined by the Purchaser with little inconvenience before inclusion or use. After three months we shall be held harmless against latent defects.
  - c. The information given about our products and processes is based upon extensive research and experience in their application. This information is given orally and in writing in good faith, but shall not be deemed to be a guarantee concerning the qualities and characteristics of our products. This in any case does not release the Purchaser or the user of our products from the obligation to verify that the goods purchased are suitable for the intended purpose.
  - d. In case of products which were manufactured to Purchaser drawings and specifications our warranty for materials defects only extends to include compliance with the specification. This shall apply in particular to industrial property rights held by third parties, for which reason we exclude liability on our part for any infringement of third party patents or other industrial property rights.
  - e. Our liability for material defects does not cover normal wear and tear or damage caused by faulty or inappropriate use.
  - f. We exclude liability on our part in any such case where our products are included in, or when damages incur after processing, mixing or reconstructing our products with other ones.
  - g. In no case can we be held liable for damage incurred by the Purchaser or by a third party as a result of the goods supplied by us and we accept no liability for further claims, particularly claims for compensation or reimbursement of costs arising from further processing.
  - h. In particular, our strict product liability within the meaning of the law shall be restricted to liability for personal injury. The Purchaser shall impose this restriction and an obligation to impose this restriction to our benefit upon every further contracting partner in the chain of production or sales. Any infringement of this condition shall render the infringing party liable to us for damages. The Purchaser shall keep us harmless against any such claims by third parties, with the sole exception of cases of demonstrable gross negligence.
  - i. Warranty shall be claimed only if the loss suffered as consequence of defective products is exceeding 1% of the contracted quantity. Defects in a part-delivery do not entitle the Purchaser to withdraw from the rest of the contracted quantity.
  - j. The determination whether products are defective shall be made at our facilities or may be based upon our actual test report.
  - k. If the notification of defect is found to be justified, we shall at our discretion - after the defective products have been returned to us free of charge - either repair or replace the goods or allow a price reduction to the Purchaser. This discretion is not waived even after repeated unsatisfactory repairs and we must be given appropriate time and access to affect repairs.
  - l. If the notification of defect is not found to be justified, warranty must be claimed at court within one year since receipt of goods.
- 7. Reservation of title**
- a. We reserve title to the goods supplied until payment in full is made. During this period of the joint ownership no seizure, nor transfer nor ceding of the demands from the Purchaser without our express permission may take place. We are to be notified without delay in case of a seizure by a third party.
  - b. If the goods subject to this reservation of title are processed, the reservation of title shall extend to the product of such processing and we shall be entitled if the necessity arises to select for separation such amount of the said product as shall cover the value of the goods supplied by us.
  - c. The Purchaser is empowered, unless the power is revoked, to satisfy claims resulting from the resale in the course of normal business transactions, but only if claims deriving from their resale are not assigned to third parties beforehand. Furthermore, we have the right to independently seek an order, if the Purchaser has not fulfilled his contractual duty, in particular to settle due accounts on time. At request the Purchaser must name the debtors of outstanding claims and show the amounts owing.
  - d. The Purchaser shall compensate us for the costs of any legal action
  - e. The Purchaser undertakes to insure at his own expense any goods subject to the reservation of title and to store and control these goods with appropriate care.
  - f. The legal consequences of processing as set out above shall also apply to further processing, mixing or reconstructing of the goods supplied.
  - g. Making a claim on goods subject to the reservation of title and in particular a demand to transfer the same shall not constitute rescission of the contract unless expressly declared by us.

**8. Non-compliance**

Any breach of these Conditions shall entitle us to rescind the contract. The Purchaser shall bear the costs of the return of the goods and shall also be liable for any damages incurred as a result of the breach of the contract.

**9. Place of performance**

Unless otherwise explicitly agreed upon in writing, place of performance shall be:

- for delivery of goods, even for those delivered free named place of destination: the place of despatch;
- for payment: the bank accounts indicated in the invoice, or our principal place of business.

**10. Court of jurisdiction and applicable law**

For all disputes jurisdiction of Commercial court in Belgrade is established. Serbian Law shall apply.

**11. Partial invalidity**

The legal invalidity of a part or parts of these Conditions shall have no effect on the validity of the remainder of the Conditions. Should a clause be or become ineffective, we shall endeavour together with the Purchaser to replace the ineffective clause with a new one, which shall be construed so as to be valid and enforceable to the maximum extent permitted by law or equity while preserving its original intent.

**12. Amendments**

Amendments of these Conditions shall not be valid unless expressly confirmed by us in writing.