

<b>Opšti uslovi i odredbe za kupovinu robe i usluga Flender d.o.o. Subotica</b>	<b>General Terms and Conditions of Purchase of Goods and Services Flender d.o.o. Subotica</b>
<p><b>1. Uvodne odredbe</b></p> <p>1.1. Ovi Opšti uslovi za kupovinu robe i usluga (u daljem tekstu: „Opšti uslovi“) primenjuju se: (i) u svim slučajevima kada Flender d.o.o. Subotica, sa sedištem u Batinskoj 94, Subotica (u daljem tekstu: „Kupac“ ili „Flender“), vrši pravne transakcije u svojstvu kupca robe i/ili usluga, ili (ii) tamo gde se ovi Opšti uslovi pominju u pojedinačnom ugovoru o kupovini robe i/ili usluga, ili Porudžbini, ili na bilo koji drugi izričit način dogovoren sa licem koje dostavlja robu ili pruža usluge (u daljem tekstu: „Dobavljač“).</p> <p>1.2. Ovi Opšti uslovi stupaju na snagu 10. marta 2023. godine.</p> <p><b>2. Porudžbina i njena potvrda</b></p> <p>2.1. Kupac može otkazati Porudžbinu poslatu Dobavljaču, čije prihvatanje od strane Dobavljača rezultira zaključenjem ugovora kojim se Kupac obavezuje da će prihvatiti robu ili usluge Dobavljača (u daljem tekstu: „Porudžbina“), ako Dobavljač nije pisanim putem potvrdio prijem Porudžbine u roku od dva radna dana od prijema iste (”Potvrda Porudžbine“). Strane mogu razmeniti Porudžbinu i/ili Potvrdu Porudžbine putem elektronske razmene podataka (EDI) ako je takav način komunikacije prethodno izričito dogovoren između Kupca i Dobavljača.</p> <p>2.2. Prihvatanje Porudžbine koja uključuje bilo kakve izmene i/ili dopune iste neće se smatrati zaključenjem ugovora bez pisane saglasnosti Kupca za date izmene i dopune. Ukoliko Potvrda Porudžbine odstupa od Porudžbine, Dobavljač je dužan da jasno naznači te izmene i dopune u Potvrdi Porudžbine.</p> <p>2.3 Kupac ni pod kojim okolnostima neće priznati ili pristati da koristi Prodavčeve odredbe i uslove nakon prihvatanja Porudžbine Dobavljača. Kupac zadržava pravo da otkáže svaku Porudžbinu ako se ovi uslovi ne primenjuju.</p> <p><b>3. Pravo korišćenja</b></p> <p>3.1. Vezano za prava koja se prenose sa Dobavljača na Kupca prilikom isporuke robe i/ili usluga, Dobavljač garantuje da Kupac može i ovlašćuje Kupca da koristi robu i/ili usluge i da ih prenese na druga lica, da ih ugradi u drugim sistemima i da njima slo-</p>	<p><b>1. Introductory Provisions</b></p> <p>1.1. These General Terms and Conditions of Purchase of Goods and Services (hereinafter: “General Conditions”) shall apply: (i) in all cases where <i>Flender d.o.o. Subotica</i>, headquartered at Batinska 94, Subotica (hereinafter: “Purchaser” or “Flender”), performs legal transactions in the capacity of buyer of goods and/or services, or (ii) where these General Terms are referred to in any individual contract on purchase of goods and/or services, or in any Purchase Order, or in any other explicit manner agreed with the person supplying goods or performing services (hereinafter: “Supplier”).</p> <p>1.2. These General Conditions are effective as of 10<sup>th</sup> of<sup>st</sup> March 2023.</p> <p><b>2. Purchase Order and Confirmation Thereof</b></p> <p>2.1. The Purchaser may cancel the Purchase Order sent to the Supplier, whose acceptance by the Supplier results in the conclusion of the contract whereby the Purchaser undertakes to accept the goods or services of the Supplier (hereinafter: “Purchase Order”), if the Supplier has failed to confirm receipt of the Purchase Order in writing within two working days of receipt thereof (“Confirmation of Purchase Order”). The Purchase Order and/or the Confirmation of Purchase Order may be exchanged between the parties by way of electronic data interchange (EDI) if such a way of communication has been previously and explicitly agreed between the Purchaser and the Supplier.</p> <p>2.2. The acceptance of Purchase Order involving any modifications and/or supplements thereto shall not be deemed entry into a contract without written consent by the Purchaser to such modifications and supplements. If the Confirmation of Purchase Order deviates from the Purchase Order, the Supplier is obliged to clearly indicate such modifications and supplements thereto in the Confirmation of Purchase Order.</p> <p>2.3 Under no circumstances will the Purchaser acknowledge or agree to using the Seller’s terms and condition upon acceptance of the Supplier’s Purchase order The Purchaser reserves the right to void any Purchase Order should these terms not apply.</p> <p><b>3. The Right of Use</b></p> <p>3.1. With respect to the rights transferred from the Supplier to the Purchaser upon delivery of goods and/or services, the Supplier guarantees that the Purchaser may and authorizes the Purchaser to use the goods and/or services</p>

bodno raspolaže bez ikakvih ograničenja u smislu vremena, teritorije ili ostalog, osim kada takva ograničenja nedvosmisleno proističu iz prirode pravne transakcije, ili kada su takva ograničenja izričito naznačena u Potvrdi Porudžbine.

#### **4. Rok isporuke; Neizvršenje obaveza; Posledice neizvršenja obaveza**

4.1. Ukoliko nije drugačije ugovoreno, Dobavljač je dužan da isporuči robu, odnosno pruži usluge bez odlaganja i u okviru razumnog roka. Ovaj podrazumevani ili izričito dogovoreni period računa se od dana izdavanja Porudžbine. Smatra se da je Dobavljač blagovremeno isporučio robu ako je roba koja je predmet isporuke predata Kupcu u ugovorenom roku i na ugovorenom mestu, odnosno smatra se da je usluga izvršena blagovremeno ako je Kupac u ugovorenom roku i na ugovoreni način prihvatio radove koji su predmet usluge. Vreme prijema radova koji se odnose na ugradnju, montažu i sl. je relevantno vreme za procenu blagovremenosti isporuke u slučaju da je ugovorom predviđeno da isporuka robe obuhvata ugradnju, montažu i sl., ili ako takva isporuka proizilazi iz okolnosti slučaja.

4.2. Ako, na osnovu okolnosti slučaja, Dobavljač posumnja da obaveza prema Kupcu neće biti ispunjena u ugovorenom roku, mora odmah da obavesti Kupca o tome.

4.3. U slučaju kašnjenja od strane Dobavljača, Kupac ima pravo da odredi ugovornu odštetu, i to u iznosu od 1% od ugovorene cene za svaki dan kašnjenja.

4.4. U svakom slučaju, određivanje ugovorne odštete za neblagovremeno izvršenje obaveza od strane Dobavljača ne može biti veće od 10% od ugovorene cene. Kada maksimalni iznos ovog kašnjenja dostigne maksimum, FLENDER ima pravo da otkáže Porudžbinu i zahteva isplatu ugovorne odštete za neizvršenje obaveza u iznosu od 10% od ugovorene cene kao dugovanje od Dobavljača.

4.5. Ukoliko obaveza Dobavljača nije ispunjena u periodu u kojem je ugovorna odšteta dostigla svoj maksimum, Kupac može raskinuti ugovor i naplatiti ugovornu odštetu u iznosu od 10% ugovorene vrednosti kao ugovornu odštetu za neizvršenje obaveza. Kupac ima isto pravo i može raskinuti ugovor i pre vremena u kome ugovorna odšteta dostigne svoj maksimum ako okolnosti slučaja pokažu da Dobavljač neće izvršiti obavezu u tom periodu. FLENDER može otkazati porudžbinu i pre isteka roka u kom je dostignut maksimalni iznos ugovorne odštete ako okolnosti slučaja ukazuju na to da Dobavljač neće ispuniti svoju obavezu u tom periodu.

4.6. U slučaju da Kupac ne zahteva isplatu ugovorne odštete po prihvatanju izvršenja to ni na koji način ne pretpostavlja da se Kupac odrekao takvog potraživanja, te Kupac ima pravo da zahteva isplatu do konačnog obračuna i plaćanja, u kom slučaju Kupac

and transfer them to others, to install them in other systems, and to freely dispose of them without any limitations regarding time, territory or otherwise, except where such limitations stem unambiguously from the nature of legal transaction, or where such limitations have been expressly indicated in the Confirmation of Purchase Order.

#### **4. Delivery Deadline; Default; Consequences of Default**

4.1. Unless otherwise agreed, the Supplier is obliged to deliver goods, and/or perform services without delay and within a reasonable deadline. This implied or expressly agreed period shall count from the day of issue of the Purchase Order. It shall be deemed that the Supplier has timely delivered goods if the goods that are the subject of delivery have been handed over to the Purchaser within the agreed deadline and at the agreed place, i.e. it shall be deemed that the service has been rendered in a timely manner if the Purchaser has accepted the works that are the subject of service within the agreed deadline and in the agreed manner. The time of acceptance of works concerning installation, assembling, etc. shall be the relevant time for assessing the timeliness of delivery in the case it is envisaged by the contract that the delivery of goods includes installation, assembly, etc., or if such delivery stems from the circumstances of the case.

4.2. If, based on the circumstances of the case, the Supplier suspects that the obligation owed to the Purchaser will not be met within the agreed deadline, the Supplier shall immediately inform the Purchaser thereof.

4.3. In the case of default on the part of the Supplier, the Purchaser shall have the right to impose liquidated damages, specifically in the amount of 1% of the agreed price for each day of delay,

4.4. In any case, the imposition of liquidated damages for untimely performance of the obligation by the Supplier may not exceed 10% of the agreed price. Once the maximum amount of this delay has reached its maximum, FLENDER shall be entitled to cancel the purchase order and to request the payment of liquidated damages for nonperformance in the amount of 10% of the agreed price as a debt due from the Supplier.

4.5. If the Supplier's obligation has not been met within the period in which the liquidated damages has reached its maximum, the Purchaser may terminate the contract and collect the liquidated damages in the amount of 10% of the agreed value as the liquidated damages payable for non-performance. The Purchaser shall have the same right and terminate the contract even before the time in which the liquidated damages reaches its maximum if the circumstances of the case show that the Supplier will not perform the obligation within that period.

ima pravo da prebije taj iznos od uplata koje duguje Dobavljaču.

4.7. Određivanje ugovorne odštete ne isključuje druga prava Kupca u slučaju kašnjenja ili neizvršenja obaveza.

4.8. U slučaju da Dobavljač kasni sa izvršenjem ugovornih obaveza, odnosno u slučaju kada je razumno predvideti takvo kašnjenje, Kupac može, o trošku Dobavljača, preduzeti sve razumne i neophodne mere kako bi sprečio ili otklonio posledice kašnjenja.

4.9. Odredbe ovih Opštih uslova vezano za ugovornu odštetu ne primenjuju se u slučaju kada je rok izvršenja bitan sastavni element ugovora. U tom slučaju ugovor će se smatrati raskinutim u momentu kašnjenja (osim ukoliko je Kupac jasno pokazao da je ugovor i dalje na snazi), pri čemu Kupac može zahtevati ugovornu odštetu za neizvršenje obaveza u iznosu od 10% od ugovorene vrednosti.

4.10. Neizvršenje obaveza bilo koje treće strane, kao što su podizvođači i pod-dobavljači Dobavljača, pripisuje se Dobavljaču kao da je dato neizvršenje bilo obaveza samog Dobavljača, FLENDER DOO SUBOTICA ima pravo da odredi:

(a) 1% od ugovorene cene ako se navedena ili ugovorena dokumentacija (uključujući, ali ne ograničavajući se na dokumentaciju naznačenu na crtežu, specifikaciji isporuke, dokumentaciji o listi procesa kvalifikacije materijala) ne dostavlja kao deo isporuke za svaki dan kašnjenja u podnošenju predmetne dokumentacije,

(b) satnicu od 36,45€ po satu (po srednjem kursu NBS) za bilo koju vrstu posla koji zaposleni FLENDER D.O.O. SUBOTICA provedu na otklanjanju problema nastalog usled nepoštovanja ugovorenih uslova iz Porudžbine od strane Dobavljača i fiksni iznos od 73,00€ (po srednjem kursu NBS) za administrativne poslove.

FLENDER can cancel the purchase order even before the expiration of the period in which the maximum amount of the liquidated damages has been reached if the circumstances of the case indicate that the Supplier will not fulfill its obligation within that period.

4.6. Failure of the Purchaser to request the payment of liquidated damages upon the acceptance of performance shall in no manner constitute a presumption that the Purchaser has waived such a claim, and the Purchaser shall be entitled to request such payment up until the time of final calculation and payment, in which case the Purchaser shall be entitled to offset such amount from the payment owed to the Supplier.

4.7. The imposition of liquidated damages does not preclude other rights of the Purchaser in the case of default or non-performance.

4.8. In the case of Supplier's delay in meeting the contractual obligations, i.e. in the case where it is reasonable to foresee such a delay, the Purchaser may, at the expense of the Supplier, take all reasonable and necessary measures in order to prevent or remedy the consequences of the delay.

4.9. The provisions of these General Conditions with regard to the liquidated damages shall not apply in the case where the performance deadline is an essential constituent element of the contract. In such case the contract shall be considered terminated at the moment of delay (unless the Purchaser has clearly demonstrated to maintain the contract in force), where the Purchaser may claim liquidated damages for the non-performance in the amount of 10% of the agreed value.

4.10 The Default of any third party, such as subcontractors and sub-suppliers of Supplier, shall be attributed to Supplier as if such default was Supplier's own default, FLENDER DOO SUBOTICA is entitled to impose:

(a) 1% of the agreed price if specified or agreed documentation (including, but not limited to documentation indicated in the drawing, delivery specification, material qualification process documentation list) is not conveyed as part of delivery per each day of delay in submitting subject documentation,

(b) An hourly rate of €36,45 per hour (based on middle exchange rate of the NBS) for any type of work by FLENDER D.O.O. SUBOTICA employees spent to remedy a problem that arouse out of connection to the failure of the Supplier to comply with the agreed conditions of the Order and a fixed amount of €73,00 (based on middle exchange rate of the NBS) for administrative work.

## 5. Prenos rizika, transport i mesto izvršenja

5.1. U slučaju kupovine robe, rizik od gubitka ili oštećenja robe prelazi na Kupca u trenutku primopredaje, dok u slučaju ugradnje ili sklapanja robe rizik prelazi na Kupca u trenutku prijema robe, montaže ili ugradnje.

5.2. Osim ako nije drugačije ugovoreno, primenjuje se Incoterm DDP (naznačeno mesto odredišta), a ako se roba isporučuje na gradilište ili direktno trećim licima, Dobavljač takođe snosi troškove i rizik njenog istovara.

5.3. Robu koju je Dobavljač prosledio Kupcu mora da prati odgovarajuća inventarska i/ili špediterska dokumentacija, a broj Porudžbine mora biti vidljivo istaknut na robi. Dobavljač će, bez nepotrebnog odlaganja, poslati Kupcu transportne informacije zajedno sa informacijama o inventaru.

5.4. U slučaju rane isporuke, Kupac zadržava pravo da zahteva od Dobavljača sve dodatne troškove prouzrokovane tom isporukom (uključujući, ali ne ograničavajući se na troškove skladištenja i osiguranja), kao i da izvrši plaćanje isporuke i usluga u skladu sa ugovornim klauzulama koje regulišu isporuku i plaćanje. Rizik gubitka ili oštećenja robe ostaje na Dobavljaču do ugovorenog datuma/vremena isporuke, osim kada je gubitak ili oštećenje nastalo krivicom Kupca.

5.5. Ukoliko Dobavljač lično ne isporučuje robu i nema drugih uputstava Kupca, Dobavljač će organizovati prevoz sa dužnom pažnjom i pod najpovoljnijim tržišnim uslovima. Ukoliko Dobavljač ne postupi na ovaj način, Kupac ima pravo da od ugovorene cene odbije razliku u troškovima prevoza koji inače organizuje Dobavljač.

## 6. Obustava izvršenja; Raskid od strane Kupca

6.1. Kupac je ovlašćen da da nalog Dobavljaču da obustavi izvršenje ugovora u bilo kom trenutku. Ukoliko obustava traje duže od tri meseca, Dobavljač može zahtevati od Kupca da mu nadoknadi sve razumne i dokumentovane troškove prouzrokovane takvom obustavom od tog trenutka do prestanka obustave izvršenja. Dobavljač ni pod kojim okolnostima nema pravo da zahteva od Kupca da mu nadoknadi izgubljen dobit ili troškove nastale tokom prvih tri meseca obustave.

6.2. Sve dok Dobavljač u potpunosti ne ispunio ugovorne obaveze, Kupac može raskinuti ugovor po sopstvenom nahođenju čak i bez krivice Dobavljača. U tom slučaju, Dobavljač ima pravo da zahteva ugovorenu cenu za izmirene obaveze, dok nikakva druga potraživanja prema Kupcu nisu dozvoljena.

## 5. Transfer of Risk, Transportation, and Place of Performance

5.1. In the case of purchase of goods, the risk of loss of or damage to the goods transfers to the Purchaser at the moment of handover, while in the case of goods being installed or assembled the risk transfers to the Purchaser at the moment of acceptance of the assembly or installation.

5.2. Unless agreed otherwise, the Incoterm DDP (named place of destination) shall apply, and if the goods are to be delivered to a construction site or directly to third parties, the Supplier shall also bear the cost and risk of unloading the goods.

5.3. The goods the Supplier forwarded to the Purchaser shall be accompanied by the appropriate inventory and/or forwarding documentation, and the number of Purchasing Order shall be visibly displayed on the goods. The Supplier shall, without undue delay, send to the Purchaser the forwarding information along with the inventory.

5.4. In the case of early delivery, the Purchaser reserves the right to claim from the Supplier all additional costs caused by such delivery (including but not limited to storage and insurance expenses), as well as to effect the payment for the delivery and services in accordance with the contractual clauses regulating the delivery and payment. The risk of loss or damage of goods remains with the Supplier until the agreed date/time of delivery, except where the loss or damage occurred through the Purchaser's fault.

5.5. If the Supplier does not personally deliver the goods and there are no other instructions of the Purchaser, the Supplier shall organize the transportation with due diligence and under the most favorable market conditions. Should the Supplier fail to act in this manner, the Purchaser shall have the right to subtract from the agreed price the difference in the expenses of transportation otherwise organized by the Supplier.

## 6. Suspension of Performance; Termination by Purchaser

6.1. The Purchaser is authorized to order the Supplier to suspend the execution of contract at any time. Should such suspension last longer than three months, the Supplier may request the Purchaser to reimburse the Supplier for all reasonable and documented expenses caused by such suspension from that moment until the suspension of execution is over. Under no circumstances is the Supplier entitled to request the Purchaser to reimburse the Supplier for the profit lost or expenses incurred during the first three months of the suspension.

6.2. Until the time the Supplier has fully discharged the contractual obligations, the Purchaser may terminate the contract at its own discretion even where there is no fault on the part of the

<p><b>7. Fakture</b></p> <p>7.1. Dobavljač je dužan da na svakoj dostavljenoj fakturi navede broj fakture i broj Porudžbine. Fakture moraju biti sastavljene u obliku koji omogućava njihovu kontrolu i lako poređenje sa relevantnom Porudžbinom. U suprotnom, faktura će se smatrati nepotpunom i neće biti plaćena. Sve kopije faktura moraju biti označene kao duplikati.</p> <p>7.2. Dobavljač dostavlja fakturu nakon prijema robe koja je predmet isporuke, odnosno nakon pruženih usluga. Ako je izričito navedeno ili implicirano iz okolnosti slučaja da predmetna isporuka obuhvata ispitivanje, kontrolu kvaliteta i sl., dostavljanje relevantnih izveštaja o tim preduzetim radnjama čini sastavni deo obaveze Dobavljača a obaveza se neće smatrati ispunjenom bez tih izveštaja. Odgovarajući popust na cenu se odobrava ukoliko Kupac odluči da prihvati izvršenje koje ima nedostataka u odnosu na ugovoreni kvalitet. U suprotnom, pravo Dobavljača na dostavljanje fakture će se računati tek nakon što svi nedostaci u izvršenju budu otklonjeni. Pored smanjenja cene u slučaju prihvatanja neispravne isporuke, Kupac može da ostvari i druga prava u skladu sa zakonom.</p> <p><b>8. Uslovi plaćanja</b></p> <p>8.1. Ukoliko nije drugačije ugovoreno, obaveza Klijenta dospeva 60 dana nakon izdavanja fakture Kupcu.</p> <p>8.2. Prihvatanje robe od strane Kupca je samo evidencija da je isporuka izvršena i ne predstavlja izjavu, odobrenje ili prihvatanje da je roba bez nedostataka, niti utiče na obaveze Dobavljača ili prava Kupca prema Ugovoru uključujući, ali ne ograničavajući se na, obaveze i prava tokom Perioda odgovornosti za nedostatkę.</p> <p>8.3. Obaveze Dobavljača koje duguje po ugovoru u skladu sa ovim Opštim uslovima ne mogu se kompenzovati potraživanjima koje Dobavljač ima prema Kupcu po bilo kom drugom osnovu. Dobavljač može ustupiti potraživanja koja ima prema Kupcu samo ako je isti prethodno pisanim putem pristao na to ustupanje.</p> <p><b>9. Inspekcija pri prijemu</b></p> <p>9.1. U trenutku izmirenja obaveze, ili odmah nakon toga, Kupac će izvršiti pregled isporučene robe i/ili radova u cilju otkrivanja vidljivih nedostataka.</p> <p>9.2. Kupac će obavestiti Dobavljača o utvrđenom</p>	<p>Supplier. In that case, the Supplier is entitled to request the agreed price for the discharged obligations, and no other claims against the Purchaser are allowed.</p> <p><b>7. Invoices</b></p> <p>7.1. The Supplier is obliged to specify on each submitted invoice both the number of the invoice and the number of Purchasing Order. Invoices must be prepared in a form enabling their control and easy comparison with the relevant Purchasing Order. Otherwise, the invoice shall be considered incomplete and shall not be honored. All copies of invoices must be marked as duplicates.</p> <p>7.2. The Supplier shall submit the invoice after the goods that are the subject of delivery have been received, i.e., after the services have been performed. If expressly stated or implied from the circumstances of the case that the delivery in question involves testing, quality control, etc., the delivery of relevant reports on the actions thus taken shall comprise an integral part of the obligation of the Supplier and the obligation shall not be met without such reports. Adequate discount on the price shall be granted should the Purchaser decide to accept the performance which is deficient in comparison to the agreed quality. Otherwise, the Supplier's right to submit the invoice shall count only after all the deficiencies in the performance have been remedied. Besides the reduction of the price in the case of acceptance of deficient delivery, the Purchaser shall be able to exercise any other rights in accordance with the law.</p> <p><b>8. Terms of Payment</b></p> <p>8.1. Unless otherwise agreed, the Client's obligation is due 60 days after the invoice is issued to the Purchaser.</p> <p>8.2. Acceptance of the Goods by the Purchaser is merely a record that Delivery has occurred and does not constitute declaration, approval, or acceptance that the Goods are free of Defects, nor does it affect the Supplier's obligations or the Purchaser's rights under the Contract including, but not limited to, obligations and rights during the Defects Liability Period.</p> <p>8.3. Liabilities of the Supplier owed under a contract in accordance with the present General Conditions may not be compensated with claims the Supplier has against the Purchaser on any other basis. The Supplier may cede the claims the Supplier has against the Purchaser only if such cession has previously been consented to in writing by the Purchaser.</p> <p><b>9. Inspection at Acceptance</b></p> <p>9.1. At the time of discharge of the obligation, or immediately thereafter, the Purchaser shall perform inspection of the delivered goods and/or works to detect any visible deficiencies.</p>
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nedostatku u roku od 30 dana od dana izvršenja obaveze, odnosno dana početka korišćenja isporuke, njenog sastavljanja ili dalje obrade, odnosno dana kada je nedostatak utvrđen.

9.3. Dobavljač je odgovoran za sve nedostatke koji budu otkriveni ili se pojave u roku od dve godine od dana isporuke robe ili prijema radova osim ako posebnim zakonskim odredbama nije propisan duži rok.

## 10. Odgovornost za neusaglašenost

10.1. U slučaju nedostataka, Kupac je ovlašćen da zahteva da se isti otklone ili popravkom, ili isporukom relevantne robe bez nedostataka, ili izvođenjem relevantnih radova na ugovoreni način, ili smanjenjem ugovorene cene na pravični nivo. Pored toga, Kupac ima pravo da zahteva isplatu štete koju je pretrpeo takvim izvršenjem.

10.2. Ukoliko Dobavljač ne otkloni nedostatke u datom roku, nedostatke može otkloniti sam Kupac ili angažovanjem trećeg lica, o trošku Dobavljača.

10.3. Ako se prijem isporuke vrši pregledom nasumičnih uzoraka i ako se za neki od uzoraka pokaže da ima nedostatak, Kupac može odbiti isporuku u celini. Kupac ima isto pravo ako postoji manjak nekog dela isporuke.

10.4. Kupac može raskinuti ugovor bez prethodnog zahteva za otklanjanje nedostataka, u kom slučaju ima pravo da zahteva dogovorenu ugovornu odštetu koja se plaća za neizvršenje u skladu sa odredbama člana 4. ovih Opštih uslova.

10.5. U slučaju delimičnog izvršenja, Kupac ima pravo da zahteva izvršenje u celosti, ili da otkáže kupovinu u delu koji nije izvršen i da pravično umanjí cenu ako Kupac nema interesa da prihvati to delimično izvršenje. Ako Kupac zahteva izvršenje u celosti, vremenom izvršenja obaveze smatra se vreme kada je ugovorena količina radova ili robe stvarno primljena. U svakom slučaju, Kupac može da ostvari sva prava iz člana 4. ovih Opštih uslova.

## 11. Garancija

11.1. Garancija za ispravno funkcionisanje i pouzdanost isporučene robe ili robe ugrađene na licu mesta je 36 meseci od datuma isporuke ili 24 meseca od datuma puštanja robe u rad, šta god nastupi ranije.

11.2. Dobavljač garantuje za kvalitet izrade bilo koje Usluge pružene Kupcu 12 meseci od datuma

9.2. The Purchaser shall notify the Supplier of any deficiency thus established within 30 days of the day of the discharge, i.e., if the day of commencement of the use of the delivery, its assembly or further processing, i.e. of the day the deficiency has been identified.

9.3. The Supplier shall be liable for all deficiencies detected or emerging within two years of the day of delivery of goods or acceptance of works unless a longer deadline is prescribed by separate legal provisions.

## 10. Liability for the Lack of Conformity

10.1. In the case of deficiencies, the Purchaser is authorized to request that they be remedied either by repair, or by delivery of the relevant goods without deficiencies, or by performing the relevant works in the agreed manner, or by reducing the agreed price to an equitable level. Additionally, the Purchaser is entitled to request payment of damages suffered by such performance.

10.2. Should the Supplier fail to remedy the deficiencies within the given deadline, the deficiencies may be remedied by the Purchaser itself or by engaging a third party, at the expense of the Supplier.

10.3. If the acceptance of delivery is conducted by way of inspecting randomized samples, and if any of the samples prove to be deficient, the Purchaser may reject the delivery as a whole. The Purchaser shall have the same right if any part of the delivery is deficient.

10.4. The Purchaser may terminate the contract without previously requesting that the deficiencies be remedied, in which case the Purchaser is entitled to request the contractual liquidated damages payable for non-performance in accordance with the provisions of Article 4 of the present General Conditions.

10.5. In the case of partial performance, the Purchaser shall have the right to demand the performance in full, or to cancel the purchase in the part that has not been performed and to reduce the price equitably if the Purchaser has no interest in accepting such partial performance. If the Purchaser demands the performance in full, the time when the agreed amount of work or goods has been actually received shall be deemed the time of performance of the obligation. At any rate, the Purchaser shall be able to exercise all the rights referred to in Article 4 of these General Conditions.

## 11. Warranty

11.1. Warranty for the proper functioning and reliability of the delivered goods or goods installed on site is 36 months from the date of delivery or 24 months from the date of commissioning of the goods, whichever is earlier.

11.2. The Supplier will warrant the workmanship of any Services provided to the Purchaser for 12 months from the date of such work being complet-

završetka tog posla.

11.3 Ukoliko se pokažu bilo kakvi nedostaci na isporučenoj robi ili ugrađenoj robi ili uslugama koje su izvršene tokom garantnog roka, Kupac je ovlašćen da zahteva od Dobavljača da te nedostatke otkloni na način koji odredi po sopstvenom nahođenju.

11.4. Dobavljač će otkloniti traženi nedostatak u razumnom roku koji odredi Kupac. Ukoliko Dobavljač ne otkloni nedostatak u ugovorenom roku, Kupac je ovlašćen da isti otkloni sam ili angažovanjem trećeg lica, o trošku Dobavljača.

11.5. Pored prava da zahteva otklanjanje nedostataka, Kupac je ovlašćen da zahteva isplatu štete prouzrokovane tim nedostacima.

11.6. Garancija počinje ponovo da važi za popravljene ili promenjene delove robe ili radova. Garantni rok se produžava i za period u kome je Kupac zbog nedostataka bio u nemogućnosti da koristi robu ili radove.

11.7. Sva prava Kupca u vezi sa odgovornošću Dobavljača za neusaglašenost na osnovu garancije će se smatrati ustupljenim krajnjem korisniku isporučene robe ili usluga, ako Kupac nije krajnji korisnik. S tim u vezi, Dobavljač je u obavezi da Kupca obešteti za sva potraživanja krajnjeg korisnika, odnosno da Kupcu nadoknadi iznos tih potraživanja i sve prateće troškove.

## 12. Materijali Kupca

12.1. U slučaju da Kupac obezbedi Dobavljaču materijale neophodne za ispunjenje obaveze Dobavljača, ti materijali ostaju u vlasništvu Kupca. Dobavljač će se o materijalima brinuti sa dužnom pažnjom, čuvati ih odvojeno od drugih materijala o trošku Dobavljača i jasno označiti kao vlasništvo Kupca.

12.2. Dobavljač je obavezan da potvrdi prijem materijala koje je obezbedio Kupac. Dobavljač može da koristi materijale isključivo za ispunjavanje svojih obaveza prema Kupcu. Kada se materijali predaju Dobavljaču, on je odgovoran za bilo kakvu štetu na materijalu. Isključeni su svi zahtevi za odštetu zbog kašnjenja u obezbeđivanju materijala i prava na zadržavanje (založno pravo).

12.3. Predmeti napravljeni obradom i upotrebom materijala su vlasništvo Kupca.

## 13. Crteži, skice, uzorci, alati, itd.

13.1. Ako, u svrhu izvršavanja obaveza Dobavljača, Kupac dostavi Dobavljaču šablone, modele, uzorke, profile, standardne specifikacije, šablone za štampanje crteža, skica, alata („Predmeti“) itd., ili daje uputstva ili savete koji su ili mogu biti predmet prava

ed.

11.3 Should any deficiencies show on the delivered goods or goods installed or services performed during the warranty period, the Purchaser is authorized to request the Supplier to remedy such deficiencies in the manner to be determined at its discretion.

11.4. The Supplier shall remedy the claimed deficiency within a reasonable deadline set by the Purchaser. Should the Supplier fail to remedy the deficiency within the agreed deadline, the Purchaser shall be authorized to remedy the deficiency itself or by engaging a third party, at the expense of the Supplier.

11.5. In addition to the right to request that deficiencies be remedied, the Purchaser is authorized to request payment of damages caused by such deficiencies.

11.6. Warranty shall start anew for the repaired or changed parts of goods or works. The warranty period shall also be extended for the period the Purchaser was deprived of the use of goods or works due to the deficiencies.

11.7. All rights of the Purchaser concerning the liability of Supplier for the lack of conformity based on the warranty shall be considered ceded to the end user of the delivered goods or services, if the Purchaser is not the end user. In that respect, the Supplier shall be obliged to indemnify the Purchaser from all claims of the end user, or to reimburse the Purchaser for the amount of such claims and all accompanying costs.

## 12. Materials of the Purchaser

12.1. In case the Purchaser provides the Supplier with materials necessary for the discharge of Supplier's obligation, such materials shall remain the property of the Purchaser. The Supplier shall take care of such materials with due diligence, keep them separately from other materials at the expense of the Supplier, and clearly mark the materials as the property of the Purchaser.

12.2. The Supplier is obliged to confirm receipt of the materials provided by the Purchaser. The Supplier may use such materials solely for meeting its obligations towards the Purchaser. Once the materials have been handed to the Supplier, the Supplier shall be liable for any damage to the material. Any damage claims for delays in the provision of materials and the right of retention (lien) are precluded.

12.3. The objects made by the processing and use of the materials are the property of the Purchaser.

## 13. Drawings, Sketches, Samples, Tools, etc.

13.1. If, for the purposes of discharge of Supplier's obligations, the Purchaser provides the Supplier with patterns, models, samples, profiles, standard specifications, printing templates drawings, sketch-

intelektualne svojine, oni ostaju vlasništvo Kupca. Dobavljač će Predmete koristiti za ispunjavanje obaveza prema Kupcu i po izvršenju obaveza vratiti iste Kupcu. Prenos Predmeta trećim licima je dozvoljen samo uz pisanu saglasnost Kupca. Po ispunjenju obaveza prema Kupcu, Dobavljač će Kupcu vratiti sve tako obezbeđene predmete ili uništiti sve medije za snimanje koji sadrže informacije iz ovog Člana.

13.2. Kupac je ovlašćen da od Dobavljača zahteva sve crteže, skice, planove, projekte, specifikacije itd. koje je Dobavljač koristio u ispunjavanju obaveza prema njemu, a koje nije prethodno pribavio Kupac.

#### **14. Intelektualna svojina koja pokriva hardver i softver**

14.1. Osim ako nije drugačije dogovoreno, hardver i softver uvek čine jedan proizvod.

14.2. Ako je Dobavljač obavezan da isporuči softver koji nije razvijen pojedinačno za Kupca, on će Kupcu dati prenosivu i neekskluzivnu licencu za korišćenje softvera. Osim ako nije drugačije dogovoreno ili implicirano iz okolnosti slučaja, ta licenca će biti neograničenog trajanja.

14.3. Za softverske proizvode koji se razvijaju pojedinačno za Kupca, Dobavljač će Kupcu dati isključivu i prenosivu licencu za korišćenje softvera; licenca će biti neograničena i isključuje pravo Dobavljača da koristi softver u bilo koju svrhu. Osim ako nije drugačije ugovoreno, softver će biti isporučen zajedno sa izvornim kodom njegove najnovije verzije. Kupac je ovlašćen da vrši izmene softvera bez saglasnosti Dobavljača.

14.4. Dobavljač je dužan da instalira softver. Prilikom instaliranja, Dobavljač će obezbediti nosioca podataka koji može biti prikazan u sistemu Kupca, kako u vidu izvornog koda tako i u vidu objektnog koda, zajedno sa relevantnom dokumentacijom (sadržaj i struktura nosača podataka, programski i dijagrami toka podataka, test procedure, programi testiranja, obrada grešaka, itd.). Pored ove dokumentacije, Dobavljač će obezbediti dovoljan broj primeraka detaljne pisane dokumentacije za korisnika na engleskom jeziku.

14.5. Softver razvijen pojedinačno za Kupca biće prihvaćen u obliku pisanog zapisnika o prijemu, pod uslovom da ispunjava ugovorene zahteve i specifikacije. Sve ispravke na koje Dobavljač utiče takođe će biti uključene u zapisnik o prijemu.

14.6. Tokom garantnog roka, Dobavljač se obavezuje da će Kupcu besplatno obezbediti sve naredne verzije softvera u kojima su otklonjene greške (ažuriranja). Dobavljač se takođe obavezuje da će Kupcu ponuditi usluge održavanja softvera po konkurentnim tržišnim cenama u periodu od najmanje pet

es, tools (the "Objects") etc., or gives instructions or advice that are or may be the subject of intellectual property rights, they shall remain the property of the Purchaser. The Supplier shall use the Object for meeting the obligations towards the Purchaser and return them to the Purchaser upon execution of the obligations. Any transfer of the Objects to third parties shall be allowed only upon written consent of the Purchaser. Upon meeting the obligations towards the Purchaser, the Supplier shall return to the Purchaser all the objects thus provided or destroy all recording media containing the information referred to in this Article.

13.2. The Purchaser is authorized to request from the Supplier any drawings, sketches, plans, projects, specifications, etc. used by the Supplier in meeting the obligations towards the Purchaser, which were not previously obtained by the Purchaser.

#### **14. Intellectual property covering Hardware and Software**

14.1. Unless agreed otherwise, hardware and software shall always comprise a single product.

14.2. If the Supplier is obliged to deliver software that was not developed individually for the Purchaser, the Supplier shall grant the Purchaser a transferrable and non-exclusive license to use the software. Unless otherwise agreed or implied from the circumstances of the case, such license shall be of unlimited duration.

14.3. For software products that are developed individually for the Purchaser, the Supplier shall grant the Purchaser an exclusive and transferrable license to use the software; the license shall be of unlimited duration and shall exclude the right of Supplier to use the software for any purpose. Unless otherwise agreed, software shall be delivered along with the source code of its latest version. The Purchaser is authorized to perform modifications of such software without consent of the Supplier.

14.4. The Supplier is obliged to install the software. Upon installation, the Supplier shall provide a data carrier that may be displayed in the Purchaser's system, both in the form of source code and object code, together with the relevant documentation (contents and structure of data carrier, programme and data flow diagrams, test procedures, test programmes, error processing, etc.). In addition to such documentation, the Supplier shall provide a sufficient number of copies of comprehensive written documentation for the user in the English language.

14.5. The software developed individually for the Purchaser shall be accepted in the form of written acceptance protocol, provided that the software meets the agreed requirements and specifications. Any corrections to be affected by the Supplier shall also be included in the acceptance protocol.

14.6. During the warranty period, the Supplier un-



godina od datuma prijema. U garantnom roku troškovi održavanja će biti adekvatno umanjeni.

14.7. Dobavljač će obavestiti Kupca, najkasnije u trenutku kada Porudžbina bude potvrđena, da li proizvodi i usluge koje treba isporučiti sadrže softver otvorenog koda. Ukoliko Dobavljač ne obavesti Kupca da proizvodi i usluge Dobavljača sadrže softver otvorenog koda, Kupac ima pravo da otkáže Porudžbinu i zahteva isplatu odštete.

## **15. Poverljivost; Zaštita podataka; Podizvođači**

15.1. Dobavljač se obavezuje da čuva kao poverljive sve informacije koje se odnose na Kupca ili predmet ugovora, osim ako te informacije nisu postale javno dostupne ili poznate Dobavljaču na drugi zakonit način. Takođe, Dobavljač se obavezuje da će sve rezultate ili delimične rezultate dobijene u izvršenju Porudžbine čuvati kao poverljive i da će takve rezultate koristiti isključivo za izvršenje relevantne Porudžbine. Ukoliko Dobavljač angažuje treću stranu za izvršenje svojih ugovornih obaveza, mora da obezbedi da treća strana bude ugovorno obavezana da održava barem isti nivo poverljivosti.

15.2. Isto važi i za lične podatke zaposlenih kod Kupca ili bilo koje druge podatke treće strane koje je Dobavljač dobio u vezi sa ugovorom. Dobavljač je dužan da takve informacije zaštiti od toga da postanu dostupne trećim licima, da obezbedi poštovanje Zakona o zaštiti podataka o ličnosti i da svoje zaposlene koji obavljaju poslove u vezi sa ugovorom obaveže na isti stepen poverljivosti.

15.3. Dobavljač je saglasan da Kupac može dostaviti informacije o Dobavljaču i/ili ugovoru drugim članovima FLENDER grupe.

15.4. Dobavljač ne može da prenese svoje obaveze prema Kupcu trećim licima - podizvođačima bez pisane saglasnosti Kupca. U slučaju da saglasnost bude data, Dobavljač se obavezuje da izvrši prenos tako što će da obezbedi da sva prava i interesi Kupca budu zaštićeni u skladu sa ovim Opštim uslovima.

15.5. Dobavljač je saglasan da Kupac može ustupiti ugovor bilo kom drugom članu FLENDER grupe bez njegove posebne saglasnosti.

undertakes to provide the Purchaser with all subsequent versions of software in which errors were eliminated (updates), free of charge. The supplier also undertakes to offer the Purchaser software maintenance services for competitive market prices for the period of at least five years following the acceptance date. Within the warranty period, the maintenance costs shall be duly lowered.

14.7. The Supplier shall inform the Purchaser, no later than the time the Purchase Order is confirmed, whether the products and services to be delivered contain open source software. Should the Supplier fail to inform the Purchaser that the Supplier's products and services contain open source software, the Purchaser is entitled to cancel the Purchase Order and request the payment of damages.

## **15. Confidentiality; Data Protection; Subcontractors**

15.1. The Supplier undertakes to maintain as confidential all the information concerning the Purchaser or the scope of contract, unless such information have become publicly available or known to the Supplier in another lawful manner. Moreover, the Supplier undertakes to keep as confidential any results or partial results obtained in the implementation of Purchase Order, and to use such results solely for the implementation of the relevant Purchase Order. Should the Supplier engage a third party in the discharge of its contractual obligations, the Supplier shall ensure that the third party is contractually bound to maintain at least the same level of confidentiality.

15.2. The same shall apply to personal data about the employees of the Purchaser or any other third party data obtained by the Supplier in relation to the contract. The Supplier is bound to protect such information from becoming available to any third party, to ensure compliance with the Law on Personal Data Protection, and to oblige its employees performing duties in relation to the contract to the same level of confidentiality.

15.3. The Supplier agrees that the Purchaser may submit the information about the Supplier and/or the contract to other members of the FLENDER Group.

15.4. The Supplier shall not assign its obligations towards the Purchaser to any third parties – subcontractors, without written consent of the Purchaser. Should such consent be given, the Supplier undertakes to effect such assignment ensuring that all the rights and interests of the Purchaser are protected in accordance with the present General Conditions.

15.5. The Supplier agrees that the Purchaser may assign the contract to any other member of the FLENDER Group without special consent of the Supplier.

## 16. Spoljnotrgovinski propisi

16.1. Prilikom isporuke robe ili usluga, Dobavljač je dužan da poštuje sve relevantne propise koji se odnose na izvozne, carinske i spoljnotrgovinske zakone („SPOLJNOTRGOVINSKI PROPISI“), kao i da pribavi neophodne izvozne dozvole osim ako je Kupac ili treće lice obavezno da pribavi te dozvole u skladu sa SPOLJNOTRGOVINSKIM PROPISIMA.

16.2. Dobavljač je obavezan da u pisanom obliku dostavi Kupcu, što je pre moguće, a u svakom slučaju pre datuma isporuke, sve informacije i podatke (za svaku stavku na Potvrdi Porudžbine, dostavnici i fakturi) koje je Kupac zahtevao u cilju usaglašavanja sa SPOLJNOTRGOVINSKIM PROPISIMA koji se odnose na izvoz i uvoz, kao i ponovni izvoz robe i usluga, uključujući sledeće „PODATKE O KONTROLI IZVOZA I SPOLJNOJ TRGOVINI“ za svaki artikal/uslugu: „Klasifikacioni broj kontrole izvoza“ u skladu sa Kontrolnom trgovinskom listom SAD (ECCN) ako proizvod podleže propisima Američke uprave za izvoz; sve primenljive brojeve izvoznih lista (takozvani AL broj); \ statističku šifru robe prema trenutnoj robnoj klasifikaciji za inostranu statistiku i HS šifru (harmonizovani sistem); zemlju porekla (nepreferencijalno poreklo); na zahtev FLENDER-a: deklaracije o preferencijalnom poreklu (u slučaju evropskih dobavljača) ili druge preferencijalne potvrde o poreklu (u slučaju dobavljača van Evrope).

16.3. U slučaju promene porekla ili karakteristika robe, ili promene važećih Spoljnotrgovinskih propisa, Dobavljač je dužan da ažurira i dostavi Kupcu u pisanoj formi Podatke o kontroli izvoza i spoljnoj trgovini, što je pre moguće i u svakom slučaju pre datuma isporuke. Dobavljač je odgovoran za sve troškove i/ili štete nastale po Kupca zbog nedostatka ili netačnosti PODATAKA O KONTROLI IZVOZA I SPOLJNOJ TRGOVINI.

16.4. Flender neće biti obavezan da ispuni ovaj sporazum ako je njegovo ispunjenje onemogućeno preprekama koje proizilaze iz nacionalne ili međunarodne spoljne trgovine ili carinskih zahteva ili bilo kakvih embarga ili drugih sankcija.

## 17. Odredbe o usklađenosti; Sigurnost u lancu snabdevanja

17.1. Prilikom ispunjavanja obaveza koje su predmet ugovora i u drugim aktivnostima koje su direktno ili indirektno povezane sa ugovorom, Dobavljač se obavezuje da će poštovati sve važeće poreske, anti-korupcijske, antimonopolske, propise protiv pranja novca, propise za zaštitu životne sredine, radne i druge zakone i odredbe, da će se uzdržati od bilo kakvih radnji koje mogu predstavljati podmićivanje, kršenje osnovnih prava zaposlenih ili propisa o deci-

## 16. Foreign Trade Regulations

16.1. In delivering goods or services, the Supplier is obliged to comply with all the relevant regulations concerning export, customs and foreign trade laws (“FOREIGN TRADE REGULATIONS”), and to obtain the necessary export licenses unless the Purchaser or a third party is obliged to obtain such licenses in accordance with the FOREIGN TRADE REGULATIONS.

16.2. The Supplier is bound to submit in writing to the Purchaser, as soon as possible and at any rate before the delivery date, all the information and data (for each item on the Confirmation of Purchase Order, delivery bill and invoice) requested by the Purchaser in order to comply with the FOREIGN TRADE REGULATIONS concerning export and import, as well as re-exportation of goods and services, including the following “EXPORT CONTROL AND FOREIGN TRADE DATA” for each item/service: the “Export Control Classification Number” according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations; all applicable export list numbers (the so-called AL number); \the statistical commodity code according to the current commodity classification for foreign statistics and the HS (Harmonized System) code; the country of origin (non-preferential origin); upon request by FLENDER: declarations of preferential origin (in the case of European Suppliers) or other preferential certificate(s) of origin (in the case of non-European Suppliers);

16.3. In the case of change of origin or characteristics of goods, or change of effective Foreign Trade Regulations, the Supplier is obliged to update and submit in writing to the Purchaser the Export Control and Foreign Trade Data, as soon as possible and at any rate before the delivery date. The Supplier shall be liable for all expenses and/or damages incurred by the Purchaser do to the lack or inaccuracy of EXPORT CONTROL AND FOREIGN TRADE DATA.

16.4. Flender shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

## 17. Compliance Provisions; Security in the Supply Chain

17.1. In the course of meeting the obligations that are the subject of the contract and in other activities directly or indirectly related to the contract, the Supplier undertakes to comply with all applicable tax, anti-corruption, anti-trust, anti-money laundering, environmental protection, labor and other laws and provisions, to refrain from any actions that might constitute bribery, violation of fundamental rights of the employee or child labor regulations. The Supplier

joj radnoj snazi. Dobavljač preuzima odgovornost za zdravlje i bezbednost svojih zaposlenih, dužan je da postupa u skladu sa važećim zakonima o zaštiti životne sredine i da ulaže maksimalne napore u promovisanje Kodeksa ponašanja među svojim dobavljačima.

17.2. Pored toga, Dobavljač potvrđuje da nijedan deo plaćanja koji izvrši Kupac neće, direktno ili indirektno, biti korišćen za obezbeđivanje neprikladne poslovne prednosti ili dobiti za Kupca.

17.3. Dobavljač ovim garantuje i obezbeđuje da se nijedno plaćanje neće izvršiti, direktno ili indirektno, preko povereničke kompanije, posredničke institucije ili treće strane.

17.5. Poštovanje ovih odredbi od strane bilo kog podizvođača Dobavljača takođe predstavlja suštinsku obavezu Dobavljača.

17.6. Dobavljač će obezbediti neophodna organizaciona uputstva i preduzeti mere, posebno vezano za sledeće aspekte bezbednosti: bezbednost prostorija, ambalaže i transporta, osoblja poslovnog partnera i informacija – kako bi se garantovala bezbednost u lancu snabdevanja u skladu sa zahtevima odgovarajućih međunarodno priznatih inicijativa zasnovanih na Okviru standarda WCO SAFE. Dobavljač je obavezan da robu i usluge koji su predmet ugovora zaštititi od neovlašćenog pristupa ili rukovanja. Dobavljač će obavezati sve podizvođače da preduzimaju ekvivalentne mere bezbednosti.

17.7. Nepoštovanje ovih propisa predstavlja ozbiljnu povredu ugovora i daje pravo Kupcu na raskid istog sa trenutnim dejstvom.

## 18. Međunarodno pravo; Nadležni sud

Svi sporovi koji proizilaze iz ugovora rešavaju se pred Privrednim sudom u Subotici, a na njih se primenjuje zakonodavstvo Republike Srbije. Primenjena Konvencije Ujedinjenih nacija o ugovorima o međunarodnoj prodaji robe je isključena.

takes responsibility for health and safety of its employees, is obliged to act in accordance with the effective environmental protection laws, and to invest maximum efforts in promoting the Code of Conduct among its suppliers.

17.2. Additionally, the Supplier confirms that no part of payment effected by the Purchaser will, directly or indirectly, be used for securing an improper business advantage or gains for the Purchaser.

17.3. The Supplier hereby represents and provided, and no payment shall be effected, directly or indirectly, via a trust company, intermediary institution, or a third party.

17.5. Compliance with these provisions by any subcontractor of the Supplier also comprises an essential obligation of the Supplier.

17.6. The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following aspects of security: the premises security, packaging and transport, business partner personnel and information – in order to guarantee the security in the supply chain in accordance with the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards. The Supplier is obliged to protect the goods and services that are the subject of contract against unauthorized access or manipulation. The Supplier shall oblige any subcontractors to take equivalent security measures.

17.7. Failure to comply with these regulations shall constitute a grave breach of the contract and entitles the Purchase to termination of the contract with immediate effect.

## 18. International Law; Competent Court

All disputes arising from the contract shall be settled before the Commercial Court in Subotica, and the law of the Republic of Serbia shall be applicable. The application of the United Nation Convention on Contract for the International Sale of Goods is precluded.