

HARSCO METALS DOO SMEDEREVO
USLOVI KUPOVINE – NA SNAZI OD 12.
novembar 2024
(IZDANJE 2024/11)

HARSCO METALS DOO SMEDEREVO
TERMS OF PURCHASE – EFFECTIVE
FROM 12th November 2024
(EDITION 2024/11)

1. Tumačenje

1.1. U ovim Uslovima kupovine:

„**Kupac**“ Društvo za pružanje uslugu preradi čelika i čeličnog otpada Harsco Metals doo Smederevo (registrovan u Republici Srbiji pod matičnim brojem 17535145);

„**Ugovor**“ označava ugovor za prodaju i kupovinu Robe i isporuku i nabavku Usluga;

„**Zakonodavstvo o zaštiti podataka**“ označava Zakon o zaštiti podataka o ličnosti („Službeni glasnik RS“ 87/2018), kako se povremeno menja i dopunjava;

„**Adresa isporuke**“ označava adresu navedenu u Narudžbini;

„**Roba**“ označava robu (uključujući sve obročne isporuke ili bilo koji njihov deo) opisanu u Narudžbini;

„**Narudžbina**“ označava Kupčevu narudžbinu za kupovinu koja se poziva na ove Uslove kupovine;

„**Podaci o ličnosti**“ imaju značenje dato u važećem Zakonodavstvu o zaštiti podataka;

„**Cena**“ označava cenu Robe i/ili naknadu za Usluge;

„**Uslovi kupovine**“ označavaju standardne uslove kupovine utvrđene u ovom dokumentu i (osim ukoliko kontekst nalaže drugačije) obuhvataju sve posebne uslove ugovorene u Pisanoj formi između Kupca i Prodavca;

1. Interpretation

1.1. In these Purchase Terms:

„**Buyer**“ means Društvo za pružanje uslugu preradi čelika i čeličnog otpada Harsco Metals doo Smederevo (registered in the Republic of Serbia under number 17535145);

„**Contract**“ means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services;

„**Data Protection Legislation**“ means the Law on Personal Data Protection (“Official Gazette RoS” 87/2018) as may be amended from time to time;

„**Delivery Address**“ means the address stated on the Order;

„**Goods**“ means the goods (including any instalment of the goods or any part of them) described in the Order;

„**Order**“ means the Buyer’s purchase order which refers to these Purchase Terms;

„**Personal Data**“ has the meaning given in the applicable Data Protection Legislation;

„**Price**“ means the price of the Goods and/or the charge for the Services;

„**Purchase Terms**“ means the standard terms of purchase set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;

„**Prodavac**“ označava lice koje je tako opisano u Narudžbini;

“**Seller**” means the person so described in the Order;

„**Usluge**“ označavaju usluge (ukoliko ih ima) opisane u Narudžbini;

“**Services**” means the services (if any) described in the Order;

„**Specifikacija**“ obuhvata sve planove, crteže, podatke ili druge informacije koji se odnose na Robu ili Usluge;

“**Specification**” includes any plans, drawings, data or other information relating to the Goods or Services;

„**Pisana forma**“ i svaki sličan izraz obuhvata prenos putem faksa i uporediva sredstva komunikacije, ali ne i elektronsku poštu.

“**Writing**”, and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.

1.2. Svako upućivanje u ovim Uslovima kupovine na zakon ili odredbu zakona se tumači kao upućivanje na taj zakon ili odredbu kako su izmenjeni, ponovo doneseni ili dopunjeni u relevantno vreme.

1.2. Any reference in these Purchase Terms to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3. Naslovi u ovim Uslovima kupovine su namenjeni samo lakšem snalaženju i nemaju dejstvo na njihovo tumačenje.

1.3. The headings in these Purchase Terms are for convenience only and shall not affect their interpretation.

2. Osnova kupovine

2. Basis of purchase

2.1. Narudžbina predstavlja ponudu Kupca za kupovinu Robe i/ili nabavku Usluga pod uslovima iz ovih Uslova kupovine.

2.1. The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Purchase Terms.

2.2. Ovi Uslovi kupovine se primenjuju na Ugovor, osim ukoliko su drugi uslovi dati ponudom učinjenom Kupcu, ili ukoliko je pod drugim uslovima prihvaćena Narudžbina ili se smatra da je prihvaćena od strane Prodavca.

2.2. These Purchase Terms shall apply to the Contract to the exclusion of any other terms on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3. Nijedno odstupanje Narudžbine od ovih Uslova kupovine ne obavezuje osim ukoliko je ugovoreno u pisanoj formi između ovlašćenih zastupnika Kupca i Prodavca.

2.3. No variation to the Order or these Purchase Terms shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3. Specifikacija

3.1. Količina, kvalitet i opis Robe i Usluga moraju da budu u skladu, kako sa onim što je predviđeno ovim Uslovima kupovine, tako i u skladu sa Narudžbinom i/ili bilo kojom primenjivom Specifikacijom koja je dostavljena Prodavcu od strane Kupca ili sa kojom se Kupac saglasio u Pisanoj formi.

3.2. Svaka Specifikacija dostavljena od strane Kupca Prodavcu, ili posebno sačinjena od strane Prodavca za Kupca, u vezi sa Ugovorom, zajedno sa autorskim pravom, pravima na dizajn ili bilo kojim drugim pravima intelektualne svojine na Specifikaciju, isključivo su vlasništvo Kupca, i Prodavac ustupa Kupcu, sa garancijom potpunog prava svojine, sva takva autorska prava, prava na dizajn i drugu intelektualnu svojinu bez dodatne naknade.

3.3. Prodavac ne sme da:

3.3.1. otkrije bilo kom trećem licu nijednu od Specifikacija iz člana 3.2, osim u meri u kojoj ona jeste ili postane javna bez krivice Prodavca, i osim ukoliko to od njega zahtevaju organi Republike Srbije u skladu sa važećim propisima; ili

3.3.2. koristi bilo koju takvu Specifikaciju, osim kako je potrebno u svrhe Ugovora.

3. Specifications

3.1. The quantity, quality and description of the Goods and the Services shall, subject as provided in these Purchase Terms, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.

3.2. Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer, and the Seller assigns with full title guarantee to the Buyer all such copyright, design rights and other intellectual property for no further consideration.

3.3. The Seller shall not:

3.3.1. disclose to any third party any Specification referred to in clause 3.2 except to the extent that it is or becomes public knowledge through no fault of the Seller or if it is required by the competent authorities of the Republic of Serbia in accordance with applicable regulations; or

3.3.2. use any such Specification except as required for the purpose of the Contract.

- | | |
|--|--|
| <p>3.4. Prodavac je u obavezi da postupi u skladu sa svim važećim propisima ili drugim pravnim zahtevima u vezi sa proizvodnjom, ambalažom, pakovanjem i isporukom Robe i pružanjem Usluga.</p> | <p>3.4. The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.</p> |
| <p>3.5. Prodavac ne sme da neopravdano odbije nijedan zahtev Kupca da pregleda i testira Robu tokom proizvodnje, obrade ili skladištenja u prostorijama Prodavca ili bilo kog trećeg lica pre otpreme, i u obavezi je da obezbedi Kupcu sva sredstva koja su razumno potrebna za pregled i testiranje.</p> | <p>3.5. The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.</p> |
| <p>3.6. Ukoliko, kao rezultat pregleda ili testiranja, Kupac nije uveren da će Roba biti u svakom pogledu u skladu sa Ugovorom, i Kupac o tome obavesti Prodavca u roku od sedam dana od pregleda ili testiranja, Prodavac je u obavezi da preduzme mere koje su neophodne da se obezbedi usklađenost.</p> | <p>3.6. If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within seven days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.</p> |
| <p>3.7. Roba mora da bude obeležena u skladu sa instrukcijama Kupca i svim važećim propisima ili primenjivim zahtevima prevozioca, i ispravno spakovana i obezbeđena, kako bi, pri uobičajenim okolnostima, stigla na odredište u neoštećenom stanju.</p> | <p>3.7. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.</p> |

4. Cena robe i usluga

4. Price of the goods and services

- | | |
|--|--|
| <p>4.1. Cena Robe i Usluga mora da bude jednaka onoj koja je navedena u Narudžbini i, osim ukoliko je drugačije predviđeno, ona:</p> <p style="margin-left: 40px;">4.1.1. je bez bilo kakvog primenjivog poreza na dodatu vrednost (koju plaća Kupac nakon</p> | <p>4.1. The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:</p> <p style="margin-left: 40px;">4.1.1. exclusive of any applicable value added tax (which shall be payable by the</p> |
|--|--|

	prijema fakture u kojoj je iskazan PDV); i		Buyer subject to receipt of a VAT invoice); and
4.1.2.	obuhvata sve naknade za ambalažu, pakovanje, otpremu, prevoz, osiguranje i isporuku Robe na Adresu isporuke i sve druge poreze, dažbine i namete osim poreza na dodatu vrednost.	4.1.2.	inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
4.2.	Cena ne može da se povećava (bilo usled povećanih troškova materijala, radne snage ili prevoza, fluktuacije kursa ili iz drugog razloga) bez prethodne saglasnosti Kupca u Pisanoj formi.	4.2.	No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.
4.3.	Kupac ima pravo na svaki popust koji Prodavac uobičajeno daje za uredno plaćanje, kupovinu velike količine ili obim kupovine.	4.3.	The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller.
5.	Uslovi plaćanja	5.	Terms of payment
5.1.	Prodavac može da Kupcu ispostavi fakturu prilikom, ili u bilo koje doba nakon isporuke Robe ili pruženih Usluga, u zavisnosti od slučaja, i u svakoj fakturi mora da se navede broj Narudžbine.	5.1.	The Seller may invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.
5.2.	Osim ukoliko je drugačije navedeno u Narudžbini, Kupac je u obavezi da plati Cenu Robe i Usluga prilikom prve realizacije plaćanja dobavljačima tokom perioda od 60 dana koji sledi završetku meseca u kome je primljena ispravna faktura ili prijema Robe ili Usluga o kojima je reč od strane Kupca, šta god da nastupi kasnije.	5.2.	Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and the Services on the first payment run following 60 days after the end of the month in which a proper invoice is received or the acceptance of the Goods or Services in question by the Buyer, whichever is the later.
5.3.	Kupac može da prebije sa Cenom sve dospele iznose koje Prodavac	5.3.	The Buyer may set off against the Price any due sums owed to the

duguje Kupcu, davanjem pisane izjave Kupcu u kojoj obaveštava Kupca o prebijanju.

Buyer by the Seller by giving the written statement to the Seller in which it informs the Seller on set off.

6. Isporuka

6. Delivery

6.1. Roba mora da se isporuči, i Usluge moraju da se pruže, na Adresi isporuke na datum, ili u periodu koji je naveden u Narudžbini, u svakom slučaju tokom uobičajenog radnog vremena Kupca.

6.1. The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

6.2. Kada datum isporuke Robe ili pružanje Usluga treba da se odredi nakon dostavljanja Narudžbine, Prodavac je u obavezi da Kupcu dâ obaveštenje o datumu koji je određen razumno u datim okolnostima.

6.2. Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.3. Vreme isporuke Robe i pružanja Usluga je bitan element Ugovora.

6.3. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4. Kupac može da u bilo koje doba i bez troškova za Kupca zahteva od Prodavca da odloži isporuku Robe ili pružanje Usluga, u celini ili delimično.

6.4. The Buyer may at any time and at no cost to the Buyer require the Seller to postpone delivery of the Goods or performance of the Services in whole or in part.

6.5. Ukoliko, iz bilo kog razloga, Kupac ne može da prihvati isporuku Robe u vreme ili na mestu predviđenom u Narudžbini, Prodavac je u obavezi da o sopstvenom trošku uskladišti Robu, obezbedi je i preduzme sve razumne mere da zaštiti interese Kupca do njene stvarne isporuke.

6.5. If, for any reason, the Buyer cannot accept delivery of the Goods at the time or place stipulated in the Order, the Seller shall at its own cost store the Goods, safeguard them and take all reasonable steps to protect the Buyer's interests until their actual delivery.

6.6. Svaku isporuku ili pošiljku Robe mora da prati otpremnica u kojoj se navodi broj Narudžbine i koja mora da bude vidno izložena.

6.6. A packing note quoting the number of the Order must accompany each delivery or

consignment of the Goods and must be displayed prominently.

- | | |
|--|---|
| 6.7. Ukoliko Roba treba da se isporuči, ili Usluge treba da se pruže u obrocima, Ugovor će se tretirati kao jedan ugovor i neće biti podložan razdvajanju. | 6.7. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable. |
| 6.8. Kupac može da odbije svu ili deo isporučene Robe koja nije u skladu sa Ugovorom, i ne smatra se da je prihvatio bilo koju Robu sve do isteka razumnog roka u kome je imao vremena da Robu pregleda, kao što može i da vrati Robu koja ima bilo kakav skriveni nedostatak ukoliko se on pojavi u roku od 2 godine od dana predaje Robe u državinu Kupcu. | 6.8. The Buyer may reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a two years period after any latent defect in the Goods has become apparent. |
| 6.9. Prodavac je u obavezi da Kupcu blagovremeno dostavlja instrukcije ili druge informacije potrebne da bi bio omogućen prijem Robe od strane Kupca i pružanje Usluga. | 6.9. The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services. |
| 6.10. Kupac nije obavezan da vrati Prodavcu bilo koji materijal ambalaže ili pakovanja Robe, bilo da Roba jeste ili nije prihvaćena od strane Kupca. | 6.10. The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer. |
| 6.11. Svaku isporuku Robe mora da prati potvrda o saobraznosti, kojom se na zadovoljstvo Kupca potvrđuje da je sva Roba u okviru isporuke ili pošiljke proizvedena u skladu sa Specifikacijom dostavljenom od strane Kupca ili uzorkom Robe na koji se Kupac oslonio prilikom dostavljanja Narudžbine. | 6.11. A certificate of conformity must accompany each delivery of Goods certifying to the Buyer's satisfaction that all Goods within the delivery or consignment are manufactured in accordance with the Specification provided by the Buyer or the sample of the Goods upon which the Buyer has relied when placing the Order. |

7. Rizik i pravo svojine

7. Risk and Property

- | | |
|--|--|
| <p>7.1. Rizik od oštećenje ili gubitka Robe prelazi na Kupca prilikom isporuke Kupcu u skladu sa Ugovorom.</p> | <p>7.1. Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer in accordance with the Contract.</p> |
| <p>7.2. Pravo svojine na Robi prelazi na Kupca prilikom isporuke, osim ukoliko je plaćanje za Robu (u celini ili delimično) realizovano pre isporuke, kada prelazi na Kupca odmah nakon što je plaćanje realizovano a Roba individualizovana kao ugovorena roba.</p> | <p>7.2. The property in the Goods shall pass to the Buyer on delivery, unless payment for the Goods is made (in whole or part) prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.</p> |

8. Garancije i odgovornost

8. Warranties and liability

- | | |
|---|---|
| <p>8.1. Prodavac garantuje Kupcu da će Roba:</p> | <p>8.1. The Seller warrants to the Buyer that the Goods:</p> |
| <p>8.1.1. biti zadovoljavajućeg kvaliteta (u okviru značenja predviđenog Zakonom o obligacionim odnosima Republike Srbije, koji se povremeno menja i dopunjava) i podobna za svaku svrhu koju je Prodavac isticao ili sa kojom je Prodavac upoznat u pisanoj formi u vreme dostavljanja Narudžbine.</p> | <p>8.1.1. will be of satisfactory quality (within the meaning of the Law on Contracts and Torts, as amended) and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the Order is placed;</p> |
| <p>8.1.2. biti bez nedostataka u dizajnu, materijalu i izradi;</p> | <p>8.1.2. will be free from defects in design, material and workmanship;</p> |
| <p>8.1.3. odgovarati svakoj relevantnoj Specifikaciji ili uzorku;</p> | <p>8.1.3. will correspond with any relevant Specification or sample; and</p> |

- | | |
|---|---|
| <p>8.1.4. kada je dostavljen uzorak, biti istog ili boljeg kvaliteta u odnosu na taj uzorak;</p> | <p>8.1.4. where a sample has been provided, will be of the same or superior quality to that sample; and</p> |
| <p>8.1.5. biti u skladu sa svim zahtevima zakonâ i propisâ koji se odnose na prodaju Robe.</p> | <p>8.1.5. will comply with all statutory requirements and regulations relating to the sale of the Goods.</p> |
| <p>8.2. Prodavac garantuje Kupcu da će Usluge biti pružene od strane odgovarajuće kvalifikovanog i obučenog osoblja, sa dužnom pažnjom i sa standardom kvaliteta visokim koliko je opravdano da Kupac očekuje u svim okolnostima.</p> | <p>8.2. The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.</p> |
| <p>8.3. Bez ograničenja prava na bilo koje drugo pravno sredstvo, ukoliko Roba ili Usluge nisu isporučene ili pružene u skladu sa Ugovorom, tada Kupac ima pravo:</p> | <p>8.3. Without limiting any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:</p> |
| <p>8.3.1. da zahteva od Prodavca da opravi Robu ili da isporuči zamensku Robu ili Usluge u skladu sa Ugovorom, u roku od sedam dana; ili</p> | <p>8.3.1. to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or</p> |
| <p>8.3.2. po isključivom izboru Kupca, da zahteva srazmerno snižavanje dela Cene i povraćaj bilo kog dela Cene koji je plaćen ili</p> | <p>8.3.2. at the Buyer's sole option, to require the proportionate reduction of the Price and repayment of any part of the Price which has been paid; or</p> |
| <p>8.3.3. da raskine Ugovor i zahteva povraćaj svega što je po tom osnovu isplatio, a u svakom od gore navedenih slučajeva, Kupac ima pravo na naknadu štete u skladu sa članom 8.4.</p> | <p>8.3.3. To terminate the Contract and require repayment of any part of the Price which has been paid. In any of up here mentioned cases, the Buyer will be entitled to claim a indemnification of</p> |

damage in accordance with article 8.4.

- | | |
|---|--|
| 8.4. Prodavac je u obavezi da u celini obešteti Kupca za sve obaveze, gubitke, štetu, troškove i izdatke (uključujući troškove postupka i advokatske troškove) koji su dosuđeni protiv Kupca, ili koje je on snosio ili platio kao posledicu ili u vezi sa: | 8.4. The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with: |
| 8.4.1. kršenjem bilo koje garancije date od strane Prodavca u vezi sa Robom ili Uslugama; | 8.4.1. breach of any warranty given by the Seller in relation to the Goods or the Services; |
| 8.4.2. bilo kojim navodom da Roba krši, ili da njen uvoz, korišćenje ili preprodaja krši patent, autorsko pravo, pravo na dizajn, žig ili druga prava intelektualne svojine bilo kog drugog lica u bilo kojoj zemlji, osim u meri u kojoj do toga došlo usled usklađenosti sa bilo kojom Specifikacijom dostavljenom od strane Kupca; | 8.4.2. any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person in any country, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer; |
| 8.4.3. bilo kojom odgovornošću po Zakonu o obligacionim odnosima u pogledu Robe; | 8.4.3. any liability under the Law on Contracts and Torts in respect of the Goods; |
| 8.4.4. bilo kojom radnjom ili propuštanjem Prodavca ili njegovih zaposlenih, agenata ili podugovarača prilikom snabdevanja Robom, njene isporuke i instalacije; i | 8.4.4. any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and |
| 8.4.5. bilo kojom radnjom ili propuštanjem bilo koga od osoblja Prodavca u vezi sa pružanjem Usluga. | 8.4.5. any act or omission of any of the Seller's personnel in connection with the |

performance of the Services.

9. Raskid

9.1. Kupac može da otkáže Narudžbinu u pogledu sve/svih ili samo dela Robe i/ili Usluga, bez obaveze opravdavanja takvog otkaza, i to davanjem obaveštenja Prodavcu u bilo koje doba pre isporuke ili pružanja. U takvom slučaju:

9.1.1. kada Roba nije sa zaliha Prodavca, Kupac je u obavezi da nadoknadi, a Prodavac da prihvati nadoknadu koja je utvrđena na osnovu poštene procene potkrepljene dokumentacijom kao dokazom, da je rad po Narudžbini stvarno izvršen pre prijema obaveštenja o raskidu od strane Prodavca, i koja naknada je ograničena na novčane iznose koje Prodavac ne može da povрати na drugi način;

9.1.2. kada je Roba standardna roba sa zaliha Prodavca, Kupac nema nikakvu dalju obavezu u vezi sa otkazom, osim da plati Prodavcu opravdane troškove slanja i vraćanja, za Robu koja je otpremljena ali nije isporučena pre takvog otkaza.

9.2. Kupac može da raskine Ugovor bez odgovornosti prema Prodavcu, davanjem Prodavcu obaveštenja u bilo koje doba, ukoliko:

9. Termination

9.1. The Buyer may cancel the Order in respect of all or part only of the Goods and/or the Services without having to justify such cancellation by giving notice to the Seller at any time prior to delivery or performance. In such event:

9.1.1. where the Goods are not stock merchandise of the Seller, the Buyer shall make and the Seller shall accept payment on the basis of a fair valuation, supported by documentary evidence, for work actually done under the Order prior to receipt by the Seller of notice of termination but be limited to monies not otherwise recoverable by the Seller;

9.1.2. where the Goods are standard stock merchandise of the Seller, the Buyer shall have no further obligation in respect of the cancellation except to make payment for reasonable consignment and re-delivery charges to the Seller in respect of Goods dispatched but not delivered prior to such cancellation.

9.2. The Buyer may terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

9.2.1. je Prodavac prekršio ili krši bilo koju od svojih obaveza po Ugovoru; ili

9.2.2. je nad Prodavcem otvoren stečajni postupak u smislu Zakona o stečaju („Službeni glasnik RS“ 104/2009, 99/2011 – drugi zakon, 71/2012 – odluka Ustavnog suda, 83/2014, 113/2017 i 44/2018) ili kada je nad Prodavcem otvoren postupak likvidacije u smislu Zakona o privrednim društvima („Službeni glasnik RS“ 36/2011, 99/2011, 83/2014 – drugi zakon, 5/2015 i 44/2018); ili

9.2.3. se uspostave tereti na bilo kojem delu imovine ili sredstava Prodavca, ili

9.2.4. Prodavac prestane, ili postoji pretnja da će prestati da posluje; ili

9.2.5. Kupac opravdano smatra da će bilo koji od gorepomenutih događaja nastupiti u vezi sa Prodavcem, i obavesti Prodavca na odgovarajući način.

9.2.1. the Seller is in breach of any of its obligations in terms of the Contract; or

9.2.2. the Seller is subject to bankruptcy procedure within the meaning of the Bankruptcy Law (“Official Gazette RoS” 104/2009, 99/2011 – other law, 71/2012 – Constitutional Court Decision, 83/2014, 113/2017 and 44/2018) or goes into liquidation within the meaning of the Law on Companies (“Official Gazette RoS” 36/2011, 99/2011, 83/2014 – other law, 5/2015 and 44/2018); or

9.2.3. an encumbrance takes possession of any of the property or assets of the Seller; or

9.2.4. the Seller ceases, or threatens to cease, to carry on business; or

9.2.5. the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

10. Osiguranje

10.1. Prodavac je u obavezi da obešteti Kupca za sve zahteve u vezi sa gubitkom ili štetom pričinjenoj licima i imovini (uključujući izgublenu dobit) koje su snosili Kupac ili treća lica,

10. Insurance

10.1. The Seller shall indemnify the Buyer against all claims in respect of loss or damage to persons and property (including consequential loss) incurred by the Buyer or third

nastale iz, ili kao posledica snabdevanja Robom ili pružanja Usluga i u obavezi je da, o sopstvenom trošku, pribavi i održava adekvatno osiguranje, uključujući osiguranje od odgovornosti poslodavca, odgovornosti za proizvod i građanskopravne odgovornosti, i osiguranje od odgovornosti prema trećim licima i od profesionalne odgovornosti, i u obavezi je da dostavi podatke o takvom osiguranju kada Kupac zatraži da to učini. Ukoliko Prodavac ne pribavi i održava osiguranje kako je gorenavedeno, Kupac može da učini isto i da oduzme troškove koje je snosio na taj način od novčanih iznosa koji bi se inače dugovali Prodavcu.

parties arising out of or in consequence of the supply of the Goods or performance of the Services and shall, at its own cost, take out and maintain adequate insurance including Employer's Liability, Product and Public Liability, and third party and professional indemnity insurance, and shall supply details of such insurance when requested to do so by the Buyer. If the Seller fails to take out and maintain insurance as above, the Buyer may effect the same and deduct the cost of so doing from the monies which would otherwise be due to the Seller.

11. Usklađenost

11.1 Prodavac je saglasan da, u svako doba kada prodaje Robu i/ili Usluge Kupcu po ovom Ugovoru:

11.1.1 u potpunosti postupa u skladu sa svim uslovima Kupčevih Pravila poslovanja sa poslovnim partnerima (koji mogu biti povremeno izmenjeni), pri čemu su ta Pravila ponašanja sastavni deo Ugovora i obavezujuća za Prodavca, i priložena putem sledećeg linka ka sadašnjim Pravilima poslovanja sa poslovnim partnerima:

<https://hsconline.sharepoint.com/sites/GlobalComplianceEthicsPortal/Extranet/Lists/Policies%20%20Procedures/Attachments>

11. Compliance

11.1 The Seller agrees that at all times when selling Goods and/or Services to the Buyer under the Contract it shall:

11.1.1 comply fully with all of the terms of the Buyer's Business Partner Code of Conduct (as may be amended from time to time), such code of conduct being incorporated into the Contract and binding on the Seller, with the current Business Partner Code of Conduct link:

<https://hsconline.sharepoint.com/sites/GlobalComplianceEthicsPortal/Extranet/Lists/Policies%20%20Procedures/Attachments>

- | | |
|---|--|
| <p>11.1.2 postupa u skladu sa svim važećim zakonima na osnovu kojih se prodaje Roba i/ili pružaju Usluge; i</p> <p>11.1.3 ne plaća, nudi, obećava, ili daje ovlašćenje za plaćanje, direktno ili indirektno, bilo kakvih novčanih iznosa ili bilo čega od vrednosti, bilo kom državnom zvaničniku ili službeniku, ili bilo kojoj političkoj stranci, ili bilo kom kandidatu za političku funkciju, ili zvaničniku ili službeniku javne međunarodne organizacije, u svrhu uticaja na bilo koju radnju ili odluku takvog zvaničnika, ili vlade, ili državne organizacije, radi dobijanja ili zadržavanja posla, ili uticaja na poslovanje bilo kog lica, ili obezbeđivanja nedozvoljene prednosti.</p> <p>11.2 Kupac može da raskine Ugovor sa trenutnim dejstvom, davanjem pisanog obaveštenja Prodavcu, ukoliko Prodavac prekrši ovaj član 11.</p> <p>12. Zabrana ropstva, položaja sličnog ropstvu i prinudnog rada</p> <p>12.1. Prodavac razume da Kupac zabranjuje Prodavcu i svim njegovim direktorima, rukovodiocima, zaposlenima, ili bilo kojim drugim licima povezanim sa njim ili bilo kome za čije radnje ili propuste može da odgovara, ili bilo koga ko postupa za</p> | <p>11.1.2 comply with all applicable laws in relation to which the Goods and/or Services are provided; and</p> <p>11.1.3 not pay, offer, promise, or authorize the payment, directly or indirectly, of any monies or anything of value to any government official or employee or any political party or candidate for political office, or official or employee of a public international organization, for the purpose of influencing any act or decision of such official or of the government or international organization to obtain or retain business, or direct business to any person, or to secure an improper advantage.</p> <p>11.2 The Buyer may terminate the Contract with immediate effect by giving written notice to the Seller if the Seller commits a breach of this clause 11.</p> <p>12. Prohibition of Slavery, Status Similar to Slavery and Compulsory Labor</p> <p>12.1. The Seller understands that the Buyer prohibits the Seller and any of its directors, officers, employees, or any other persons associated with it or anyone for whose acts or defaults they may be vicariously liable or anyone</p> |
|---|--|

bilo koga od njih (uključujući, ali se ne ograničavajući na bilo koje podugovarače) da se bavi bilo kakvom Praksom modernog ropstva (što obuhvata, ali nije ograničeno na ropski položaj, ropstvo, prinudni i prisilni rad i trgovinu ljudima), u okviru njihovog poslovanja ili njihovih lanaca snabdevanja u vezi sa Ugovorom.

acting on behalf of any of them (including but not limited to any sub-contractors) from engaging in any Modern Slavery Practices (which includes but is not limited to servitude, slavery, forced and compulsory labour and human trafficking) within their businesses or their supply chains in connection with the Contract.

12.2. Prilikom ispunjavanja svojih obaveza iz Ugovora, Prodavac je u obavezi, i u obavezi je da obezbedi, da njegovi direktori, rukovodioci, zaposleni, ili bilo koja druga lica povezana sa njim, ili bilo ko za čije radnje ili propuste oni mogu da odgovaraju, ili bilo ko ko postupa za bilo koga od njih (uključujući, ali se ne ograničavajući na bilo kog podugovarača):

12.2. In performing its obligations under the Contract, the Seller shall and shall procure that its directors, officers, employees, or any other persons associated with it or anyone for whose acts or defaults they may be vicariously liable or anyone acting on behalf of any of them (including but not limited to any sub-contractors) shall:

12.2.1. postupa u skladu sa svim važećim zakonima, propisima i zakonicima protiv ropstva i trgovine ljudima, koji su u dato vreme na snazi; i

12.2.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force; and

12.2.2. tokom celog perioda važenja Ugovora ima i održava na snazi sopstvena pravila i procedure da bi obezbedio svoju usklađenost;

12.2.2. have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance;

12.3. Prodavac izjavljuje i garantuje da ni on ni bilo ko od njegovih direktora, rukovodilaca, zaposlenih ili drugih lica povezanih sa njim ili sa bilo kim za čije radnje ili propuste oni mogu da odgovaraju, ili bilo ko ko postupa za bilo koga od njih (uključujući, ali se ne ograničavajući na bilo kog podugovarača):

12.3. The Seller represents and warrants that neither it nor any of its directors, officers, employees, or other persons associated with it or anyone for whose acts or defaults they may be vicariously liable or anyone acting on behalf of any of them (including but not limited to any sub-contractors):

12.3.1.nije bio osuđen za bilo koje delo koje obuhvata bilo koju Praksu modernog ropstva;	12.3.1.has been convicted of any offence involving any Modern Slavery Practices; and
12.3.2.nakon razumnih ispitivanja, prema njegovom najboljem saznanju, nije bio niti jeste predmet istražnih, ispitnih postupaka ili postupaka izvršenja, bilo kog vladinog, upravnog ili regulatornog tela u pogledu bilo kog kažnjivog dela ili navodnog dela Prakse modernog ropstva ili kažnjivog dela koje je s njim u vezi.	12.3.2.having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with any Modern Slavery Practices.
12.4. Prodavac je saglasan da postupa sa dužnom pažnjom u pogledu svojih podugovarača i dobavljača, kako bi obezbeio da u njegovim lancima snabdevanja nema Prakse modernog ropstva.	12.4. The Seller agrees to implement due diligence procedures for its subcontractors, and suppliers, to ensure that there is no Modern Slavery Practices in its supply chains.
12.5. Prodavac je u obavezi da obavesti Kupca čim sazna za bilo kakvu Praksu modernog ropstva, stvarnu ili na koju se sumnja, u lancu snabdevanja, koja ima vezu sa Ugovorom.	12.5. The Seller shall notify the Customer as soon as it becomes aware of any actual or suspected Modern Slavery Practices in a supply chain which has a connection with the Contract.
12.6. Prodavac je u obavezi da:	12.6. The Seller shall:
12.6.1.vodi kompletan skup evidencija kako bi pratio lanac nabavke sve Robe i/ili Usluga pruženih Kupcu u vezi sa Ugovorom; i	12.6.1.maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to the Buyer in connection with the Contract; and
12.6.2.dozvoli Kupcu i njegovim zastupnicima – trećim licima, nakon prethodnog obaveštenja učinjenog u	12.6.2.permit the Buyer and its third-party representatives, on reasonable notice during normal business

razumnom roku, tokom uobičajenog radnog vremena, ali i bez prethodnog obaveštavanja u slučaju opravdane sumnje da je došlo do kršenja odredbi iz ovog člana 12, pristup i kopiranje Prodavčevih evidencija i drugih informacija, te sastajanje sa osobljem Prodavca radi kontrole postupanja Prodavca u skladu sa njegovim obavezama iz ovog člana; i

hour, but without notice in case of any reasonably suspected breach of this clause 12, to have access to and take copies of the Seller's records and any other information and to meet with the Seller's personnel to audit the Seller's compliance with its obligations this clause; and

12.6.3. preduzme odgovarajuće korektivne mere, o sopstvenom trošku, kako bi uklonio svaku Praksu modernog ropstva koju otkrije u svom lancu nabavke.

12.6.3. take appropriate remedial action, at its own cost, to remove any Modern Slavery Practices found within its supply chain.

12.7. Prodavac izjavljuje, garantuje i obavezuje se da posluje na način koji je konzistentan i u skladu sa svim važećim zakonima, propisima i zakonima protiv ropstva koji su u dato vreme na snazi.

12.7. The Seller represents, warrants and undertakes that it conducts its business in a manner that is consistent and in compliance with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.

12.8. Kupac može da raskine Ugovor sa trenutnim dejstvom, davanjem Prodavcu pisanog obaveštenja, ukoliko Prodavac prekrši ovaj član 12.

12.8. The Buyer may terminate the Contract with immediate effect by giving written notice to the Seller if the Seller commits a breach of this clause 12.

13. Zaštita podataka

13. Data Protection

13.1 Prodavac je saglasan da će u svako doba postupati u skladu sa svim važećim zahtevima Zakonodavstva o zaštiti podataka i potvrđuje da je ovaj član 13.1 dodatan u odnosu, te da ne oslobađa od, ne ukida niti zamenjuje

13.1 The Seller agrees that it will at all times, comply with all applicable requirements of the Data Protection Legislation and confirms that this clause 13.1 is in addition to, and does not relieve, remove or replace, the Seller's

Prodavčeve obaveze po Zakonodavstvu o zaštiti podataka.

obligations under the Data Protection Legislation.

13.2 Ne dovodeći u pitanje opšti karakter člana 13.1, Prodavac je obavezan da, u vezi sa bilo kojim Podatkom o ličnosti Kupca koji je potrebno držati i/ili obrađivati u vezi sa Ugovorom:

13.2 Without prejudice to the generality of Clause 13.1, the Seller shall, in relation to any Personal Data of the Buyer that it is required to hold and/or process in connection with the Contract:

(a) obrađuje te Podatke o ličnosti kao Rukovalac, u skladu sa svim važećim zahtevima Zakonodavstva o zaštiti podataka; i

(a) process that Personal Data as a Controller in accordance with all applicable requirements of the Data Protection Legislation; and

(b) obezbedi da ima odgovarajuće tehničke i organizacione mere radi zaštite od neovlašćene ili nezakonite obrade tih Podataka o ličnosti i od slučajnog gubitka, uništenja ili štete na tim Podacima o ličnosti, koji odgovaraju šteti koja može da nastane iz neovlašćene ili nezakonite obrade ili slučajnog gubitka, uništenja ili štete i prirodi podataka koje treba zaštititi, uzimajući u obzir stanje tehnološkog razvoja i trošak primene svih mera (u te mere mogu da budu uključeni, prema potrebi, pseudoanonimizacija i enkripcija tih Podataka o ličnosti, kojima se obezbeđuju poverljivost, integritet, raspoloživost i otpornost – sposobnost oporavka njegovih sistema i usluga, kojima se obezbeđuje da raspoloživost tih Podataka o ličnosti i pristup njima mogu da se blagovremeno povrate nakon incidenta, i da redovno procenjuje i evalui

(b) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of that Personal Data and against accidental loss or destruction of, or damage to, that Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting that Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access

efikasnost tehničkih i organizacionih mera koje je usvojio); i

to that Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it); and

(c) obezbedi da je svo njegovo osoblje (uključujući, ali se ne ograničavajući na direktore, rukovodioce i zaposlene) koje ima pristup i/ili koje obrađuje te Podatke o ličnosti obavezano da čuva poverljivost tih Podataka o ličnosti; i

(c) ensure that all its personnel (including but not limited to directors, officers and employees) who have access to and/or process that Personal Data are obliged to keep that Personal Data confidential; and

(d) ne određuje nijednog obrađivača – treće lice, za držanje i/ili obradu tih Podataka o ličnosti po Ugovoru; i

(d) not appoint any third-party processor to hold and/or process that Personal Data under the Contract; and

(e) ne prenosi nijedan od tih Podataka o ličnosti izvan Evropskog ekonomskog prostora i Republike Srbije, osim ukoliko je pribavljena prethodna pisana saglasnost Kupca; i

(e) not transfer any of that Personal Data outside of the European Economic Area and Republic of Serbia unless the prior written consent of the Buyer has been obtained; and

(f) pruži pomoć Kupcu, o trošku Kupca, u odgovoru na bilo koji zahtev Lica na koje se podaci odnose (kako je definisano u Zakonodavstvu o zaštiti podataka) i u obezbeđivanju usklađenosti sa njegovim obavezama iz Zakonodavstva o zaštiti podataka, u pogledu bezbednosti, obaveštavanja o povredi, procenama uticaja i konsultacijama sa

(f) assist the Buyer, at the Buyer's cost, in responding to any request from a Data Subject (as defined in the Data Protection Legislation) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and

	nadzornim organima ili regulatorima; i		consultations with supervisory authorities or regulators; and
	(g) obaveštava Kupca bez neopravdanog kašnjenja, a u svakom slučaju u roku od 48 sati nakon što sazna za povredu Podataka o ličnosti; i	(g)	notify the Buyer without undue delay and in any event within 48 hours of becoming aware of a Personal Data breach; and
	(h) po pisanom nalogu Kupca, izbriše ili vrati te Podatke o ličnosti i njihove kopije Kupcu prilikom raskida Ugovora, osim ukoliko je prema Zakonodavstvu o zaštiti podataka potrebno da zadrži njihove kopije; i	(h)	at the written direction of the Buyer, delete or return that Personal Data and copies thereof to the Buyer on termination of the Contract unless required to keep copies by Data Protection Legislation; and
	(i) vodi i čuva potpunu i tačnu evidenciju i informacije radi dokazivanja svog postupanja u skladu sa ovim članom 13 i dozvoli kontrolu Kupca ili revizora određenog od strane Kupca.	(i)	maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Buyer or the Buyer's designated auditor.
13.3	Kupac može da raskine Ugovor sa trenutnim dejstvom, davanjem pisanog obaveštenja Prodavcu, ukoliko Prodavac prekrši ovaj član 13.	13.3	The Buyer may terminate the Contract with immediate effect by giving written notice to the Seller if the Seller commits a breach of this clause 13.
14.	Odredbe koje treba da nastave da važe nakon prestanka važenja Ugovora	14.	Terms to survive termination of the Contract
14.1.	Raskid Ugovora nema dejstvo na bilo koju odredbu čije je dejstvo nakon prestanka važenja Ugovora izričito ili prećutno predviđeno.	14.1.	Termination of the Contract shall not affect any term which is expressly or by implication to operate after the termination.

- | | |
|---|---|
| <p>14.2. Članovi 3.3, 8.4, 10.1, 11, 12 i 13 Ugovora nastavljaju da važe i nakon prestanka važenja Ugovora.</p> | <p>14.2. Clauses 3.3, 8.4, 10.1, 11, 12 and 13 of the Contract shall survive any termination of the Contract.</p> |
|---|---|

15. Opšte

15. General

- | | |
|---|--|
| <p>15.1. Prava i pravna sredstva ugovornih strana prema Ugovoru, ili koji nastaju iz Ugovora, kumulativni su i ne dovode u pitanje, i dodatni su u odnosu na sva prava ili pravna sredstva koja ugovorna strana može da ima prema zakonu ili načelima pravičnosti. S tim u skladu, vršenje bilo kog prava ili primena pravnog sredstva prema Ugovoru, ili koji nastaju iz Ugovora, od strane jedne ugovorne strane, ne sprečavaju je da vrši ili primeni bilo koje drugo takvo pravo ili pravno sredstvo.</p> | <p>15.1. The rights and remedies of the parties in terms of or arising out of the Contract are cumulative and are without prejudice and in addition to any rights or remedies a party may have at law or in equity. Accordingly, the exercise by a party of any one right or remedy in terms of or arising out of the Contract, or at law or in equity, shall not prevent it from exercising any other such right or remedy.</p> |
| <p>15.2. Kupac može da ispunjava svaku od svojih obaveza prema Ugovoru sâm ili posredstvom bilo kog matičnog ili zavisnog društva.</p> | <p>15.2. The Buyer may perform any of its obligations in terms of the Contract by itself or through any holding or subsidiary company.</p> |
| <p>15.3. Narudžbina je primenljiva samo na Prodavca i Prodavac ne sme da ustupi ili prenese, niti se može tumačiti da ustupa ili prenosi bilo kom drugom licu, bilo koje od svojih prava, niti da podugovara bilo koju od svojih obaveza iz Ugovora.</p> | <p>15.3. The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.</p> |
| <p>15.4. Lice koje nije strana Ugovora nema prava iz Ugovora da sprovede izvršenje bilo koje odredbe Ugovora, ali ovo nema dejstvo na bilo koje pravo ili pravno sredstvo trećeg lica koje postoji ili je dostupno izvan njega, prema važećem zakonu.</p> | <p>15.4. A person who is not a party to the Contract has no right under the Contracts to enforce any provision of the Contract, but, this does not affect any right or remedy of a third party which exists or is available apart from under the applicable law.</p> |
| <p>15.5. Obaveštenje za koje je potrebno ili dozvoljeno da ga bilo koja ugovorna</p> | <p>15.5. A notice required or permitted to be given by either party to the</p> |

strana dâ po ovim Uslovima kupovine mora da bude u Pisanoj formi, adresirano na tu drugu ugovornu stranu, na njeno registrovano sedište ili glavno mesto poslovanja, ili takvu drugu adresu o kojoj u relevantno vreme može da u skladu sa ovom odredbom bude obaveštena ugovorna strana koja daje obaveštenje.

other under these Purchase Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

15.6. Nijedno odricanje Kupca za bilo koje kršenje Ugovora od strane Prodavca ne smatra se odricanjem za bilo koje kasnije kršenje iste, ili bilo koje druge odredbe.

15.6. No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.7. Ukoliko bilo koju odredbu ovih Uslova kupovine bilo koji sud ili drugi nadležan organ smatra nevažećom ili neizvršivom, u celinii ili delimično, to nema dejstvo na važenje drugih odredaba ovih Uslova kupovine i ostatka odredbe o kojoj je reč.

15.7. If any provision of these Purchase Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Purchase Terms and the remainder of the provision in question shall not be affected.

15.8. Za Ugovor je merodavno pravo Republike Srbije, i Prodavac je saglasan sa prihvatanjem neisključive nadležnosti sudova Republike Srbije.

15.8. The Contract shall be governed by the laws of the Republic of Serbia, and the Seller agrees to submit to the non-exclusive jurisdiction of the courts of the Republic of Serbia.