



GENERAL SALES AND DELIVERY CONDITIONS	OPŠTI USLOVI PRODAJE I ISPORUKE
<p>of Salinen doo Šimanovci, with its principle office in 22310 Simanovci, Prhovačka 133, Serbia, registration number: 20633654, tax identification number: 106571360.</p> <p>Unless otherwise expressly agreed in writing, Salinen doo Šimanovci (hereinafter: "S-Beograd") shall exclusively sell subject to the following sales conditions, as detailed below, which shall constitute an integral part of every purchase contract placed with S-Beograd, even if the Purchaser does not expressly countersign them. S-Beograd shall only be bound by the Purchaser's purchase conditions if it expressly acknowledges them. Failure to reject them shall under no circumstances imply agreement on the part of S-Beograd.</p> <p>Conclusion of a contract</p> <p>Offers made by S-Beograd shall essentially be non-binding and shall be subject to the present conditions. Where S-Beograd has made a binding offer, it shall be able to amend it within the period of validity, so long as it has not yet received a written acceptance from the Purchaser. In order to be legally effective, offers made by trade representatives working for S-Beograd shall require written confirmation from S-Beograd. The same shall apply for subsidiary agreements and any other promises. An order based on a non-binding offer shall only be deemed to be legally accepted when S-Beograd has confirmed its acceptance in writing. Any declaration, whereby S-Beograd assumes obligations or relinquishes rights, shall be in written form</p>	<p>Preduzeća Salinen doo Šimanovci, sa svojim glavnim sedištem na adresi Prhovačka 133, 22310 Šimanovci, Srbija, matični broj: 20633654, PIB: 106571360</p> <p>Osim ako nije izričito dogovoreno pisanim putem, Salinen doo Šimanovci (u daljem tekstu: „S-Beograd“) prodaje isključivo pod sledećim uslovima prodaje, kao što je detaljnije navedeno niže u tekstu, koji predstavljaju sastavni deo svakog kupoprodajnog ugovora zaključenog sa S-Beograd, čak i kada Kupac izričito ne stavi drugi potpis. S-Beograd će biti vezan uslovima kupovine Kupca samo ako ih isti izričito prihvati. Ako ih ne odbije to se ni pod kojim uslovima neće shvatiti kao saglasnost od strane S-Beograd.</p> <p>Zaključenje ugovora</p> <p>Ponude koje daje S-Beograd su u osnovu neobavezujuće i podležu ovim uslovima. Kada S-Beograd da obavezujuću ponudu moći će da istu izmeni tokom roka važenja sve do prijema pisanog pristanka od strane Kupca. Da bi proizvodile pravno dejstvo, ponude trgovinskih predstavnika koji rade za S-Beograd zahtevaju pisanu potvrdu od strane preduzeća S-Beograd. Isto važi za dodatne ugovore i sva druga obećanja. Porudžbina na osnovu neobavezujuće ponude se smatra pravno prihvaćenom kada preduzeće S-Beograd potvrdi svoje prihvatanje pisanim putem. Svaka izjava, kojom S-Beograd preuzima obaveze ili odustaje od prava će biti u pisanom obliku i potreban je potpis sa pravnim dejstvom od strane preduzeća S-Beograd. Ovo se takođe</p>



and shall require a legally effective signature from S-Beograd. This shall also apply to the declaration of intent to deviate from this written form.

Prices

Unless otherwise agreed, prices shall be FCA sellers warehouse, Šimanovci (Incoterms 2010). In each case, the accepted offer shall apply.

Notwithstanding the price on the order, S-Beograd may at any time prior to (each) delivery by notice to the Purchaser increase the price of the goods to reflect any increase beyond normal variations in cost beyond S-Beograd's reasonable control, including but not limited to, costs for labor, exchange rates for exports, transportation and packaging costs (including costs for foils and pallets), energy, raw materials or other resources necessary for the supply of the goods.

Delivery

Unless otherwise agreed in writing, delivery shall be FCA sellers warehouse, Šimanovci (Incoterms 2010). In case a different parity is agreed, any stated delivery periods and dates are subject to alteration and shall thus not be legally binding. Therefore, claims for damages of any kind and appeals against delivery deadlines shall be excluded. Where S-Beograd is the freightpayer, the choice of transport means shall be at its own discretion. Agreed deliveries that cannot be fulfilled or cannot be fulfilled promptly due to unforeseen circumstances or events beyond S-Beograd's control, shall be regarded as suspended. S-Beograd shall inform the Purchaser immediately of the occurrence of such an event, with provision of the internationally accepted proofs and –

primenjuje na izjavu o nameri da se odstupi od pisane forme.

Cene

Ako nije drugačije dogovoreno, cene su FCA magacin prodavca, Šimanovci (Incoterms 2010). U svakom slučaju, primenjuje se prihvaćena ponuda.

Bez obzira na cenu u porudžbini, S-Beograd može u bilo koje vreme pre (svake) isporuke, uz prethodno obaveštenje Naručiocu, povećati cenu robe koja bi bila odraz povećanja troškova iznad njihovih uobičajenih varijacija a koji su van realne kontrole S-Beograd, uključujući, ali ne ograničavajući se na troškove rada, devizne kurseve za izvoz, troškove transporta i pakovanja (uključujući troškove za folije i palete), energiju, sirovine ili druge resurse potrebne za snabdevanje robom.

Isporuka

Ako nije drugačije dogovoreno pisanim putem, isporuka je FCA magacin prodavca Šimanovci, (Incoterms 2010). U slučaju da je dogovoren drugačiji paritet, svi navedeni rokovi isporuke i datumi su podložni izmenama i stoga neće biti pravno obavezujući. Zato se zahtevi za naknadu štete bilo koje vrste i žalbe na rokove isporuke isključuju. Kada S-Beograd plaća troškove pošiljke, izbor transporta će biti po sopstvenom nahođenju tog preduzeća. Dogovorene isporuke koje ne mogu da se izvrše ili ne mogu da se izvrše odmah zbog nepredviđenih okolnosti ili događaja izvan kontrole preduzeća S-Beograd, smatraće se obustavljenim. S-Beograd obaveštava odmah Kupca o nastanku takvog događaja, uz dostavu međunarodno prihvaćenih

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if the delivery is merely delayed – shall specify a new delivery date. In such cases, S-Beograd shall not be liable for the consequences of non-fulfilment or delay. If only partial deliveries are affected, the rest of the contract shall continue to stand.

Complaints

The operative time for the contractual condition of the goods shall be the time

dokaza i – ukoliko isporuka samo kasni – određuje novi datum isporuke. U takvim slučajevima, preduzeće S-Beograd nije odgovorno za posledice neispunjavanja ili kašnjenja. Ako su pogođene samo delimične isporuke, ostatak ugovora ostaje na snazi.

Prigovori

Operativno vreme za ugovoreno stanje robe je vreme kada napuste preduzeća S-

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<p>they leave the S-Beograd enterprise.</p> <p>Complaints shall only be legally effective if they are lodged in writing immediately after delivery of the goods. Complaints shall be time-barred at the latest one month after S-Beograd has rejected the complaints in writing. If complaints are found to be justified, S-Beograd shall have the option either to replace the goods free of charge or to agree to the Customer's request for a price reduction. However, under no circumstances shall S-Beograd be held liable for damages incurred by its customers or a third party, resulting from goods it has supplied. The only exception shall be personal damages where gross negligence on the part of S-Beograd has been proven. However, this exception shall not include claims under the Consumer Protection Law for personal and material damages suffered by a consumer within the meaning of the said act. The Purchaser shall pass on these restrictions to every additional contractual partner involved in the production or sales chain, to the benefit of S-Beograd, and shall require them to do the same. Any party that breaches this contractual obligation shall be liable to pay damages to S-Beograd. The Purchaser shall hold S-Beograd harmless relative to any and all related third-party claims.</p> <p>Retention of title</p> <p>Pursuant to Article 540 of the Law on Obligations, S-Beograd retains ownership of the delivered goods (conditional goods) even after handing over the goods to the Purchaser, until the Purchaser pays the price in full, and pursuant to Article 541 of the Law on Obligations the risk of accidental loss or damage shall borne by</p>	<p>Beograd.</p> <p>Prigovori će imati pravno dejstvo samo ako su podneti u pisanom obliku odmah nakon isporuke robe. Prigovori zastarevaju najkasnije mesec dana nakon što S-Beograd odbije prigovore pisanim putem. Ako se utvrdi da su opravdani prigovori, S-Beograd ima mogućnost ili da zameni robu besplatno ili da pristane na zahtev Klijenta da smanji cenu. Međutim, ni pod kojim uslovima S-Beograd neće biti odgovoran za štetu koju su pretrpeli njegovi Kupci ili treće lice koja je nastala od isporučene robe. Jedini izuzetak su lične štete kod kojih je dokazana gruba nepažnja od strane S-Beograd. Međutim, ovaj izuzetak ne isključuje prigovore po osnovu Zakona o zaštiti potrošača i materijalnu štetu koju pretrpi potrošač u smislu pomenutog zakona. Kupac prenosi ove restrikcije na svakog dodatnog ugovornog partnera uključenog u proizvodni ili prodajni lanac, u korist preduzeća S-Beograd, i zahtevaće od njih da učine isto. Svaka strana koja prekrši ovu ugovornu obavezu biće odgovorna za plaćanje naknade štete preduzeću S-Beograd. Kupac će osloboditi odgovornosti preduzeće S-Beograd u odnosu na bilo koje prigovore trećih lica.</p> <p>Zadržavanje prava</p> <p>Shodno članu 540 Zakona o obligacionim odnosima S-Beograd zadržava pravo svojine na isporučenoj robi (uslovna roba) i posle predaje stvari kupcu, sve dok kupac ne isplati cenu u potpunosti, a shodno članu 541. Zakona o obligacionim odnosima rizik slučajne propasti ili</p>
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the Purchaser from the moment the item is handed over to it. The Purchaser shall only be entitled to sell the conditional goods in the normal course of business, under its standard business conditions and so long as it is not in arrears, albeit on the precondition that it agrees a retention of title agreement with its customer and that

– as described below – the amounts receivable from resale are transferred to S-Beograd by way of payment. In the event of resale, S-Beograd's retention of title shall only lapse on payment of the purchase price by the Purchaser's customer. The Purchaser shall not be entitled to dispose of the conditional goods in any other way. The Purchaser's amounts receivable from resale of the conditional goods shall be transferred to S-Beograd at this point, by way of payment. They shall serve to secure the goods subject to retention to the same extent as the conditional goods. If the Purchaser sells the conditional goods together with other goods not sold by S-Beograd, then the transfer of the amounts receivable from resale shall only equate to the invoiced value of the relevant conditional goods sold by S-Beograd. The Purchaser shall reimburse S-Beograd with any legal costs incurred.

Non-fulfilment

Any breach of the agreements made shall entitle S-Beograd to withdraw from the contract. The Purchaser shall bear the costs of return of the goods and shall also be liable to S-Beograd for any damages arising

oštećenja stvari snosi kupac od časa kad mu je stvar predata. Kupac samo ima pravo da proda uslovnu robu u regularnom toku poslovanja, pod svojim standardnim uslovima poslovanja i sve dok nije u docnji, bez obzira na preduslov da je saglasan sa zadržavanjem prava vlasništva sa svojim kupcem i da – kako je opisano niže – iznosi za naplatu od preprodaje se prenose na S-Beograd putem plaćanja. U slučaju preprodaje, zadržavanje prava preduzeća S-Beogradse odnosi samo na plaćanje kupoprodajne cene od strane Kupčevog klijenta. Kupac nema pravo da raspoláže uslovnom robom na bilo koji drugi način. Kupčev iznos koji potražuje od preprodaje uslovne robe se u ovom trenutku prenosi na S-Beograd, putem plaćanja. To služi kao obezbeđenje robe koja podleže zadržavanju u istoj meri kao uslovna roba. Ukoliko Kupac proda robu zajedno sa drugom robom koju ne prodaje S-Beograd, onda se prenos iznosa potraživanja od preprodaje samo izjednačava sa fakturisanom vrednošću relevantne uslovne robe koju prodaje S-Beograd. Kupac će nadoknaditi svenastale pravne troškove preduzeću S- Beograd.

Neispunjenje

Svako kršenjem zaključenih ugovora daje pravo preduzeću S-Beograd da odustane od ugovora. Kupac snosi troškove vraćanja robe a takođe je odgovoran preduzeću S- Beograd za svaku štetu koja nastane usled

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<p>from breach of the agreements made.</p> <p>Terms of Payment</p> <p>Unless otherwise separately agreed, S-Beograd's invoices shall be due for payment on receipt, without deduction. Any change to the bank details given on the related invoice must be agreed in writing. Electronic correspondence (e.g. email, fax) shall not fulfil the requirement for written form. Pursuant to the Law on Default Interest Rate, which was published in the "Official Gazette of RS", no. 119/2012 of 17/12/2012, it is stipulated that the Debtor in delay with fulfilment of the monetary obligation, in addition to the principal, owes default interest to the debt prior to the date of payment at the rate stipulated by this Law. Default interest rate to the amount of debt in dinars shall be determined on annual basis in the amount of the reference interest rate of the National Bank of Serbia increased by eight percentage points and the debtor's obligation to reimburse the necessary costs of expedient, out-of-court debt collection shall be regarded as agreed. Bills of exchange and cheques shall be deemed to be accepted only on account of performance. Irrespective of any dedication indicated, incoming customer payments shall always be booked against the longest due receivables.</p> <p>Court of jurisdiction</p> <p>For domestic transactions and transactions that fall within the scope of the Lugano Convention, other international treaties on</p>	<p>kršenja zaključenih ugovora.</p> <p>Uslovi plaćanja</p> <p>Ako drugačije nije dogovoreno, fakture preduzeća S-Beograd dospevaju na naplatu po prijemu, bez umanjenja. Svaka izmena bankovnih podataka na odnosnoj fakture mora biti dogovorena pisanim putem. Elektronska prepiska (npr. e-mejl, faks) ne ispunjava uslov za pisanu formu. Shodno Zakonu o zateznoj kamati koj je objavljen u "Službenom glasniku RS", br. 119/2012 od 17.12.2012. godine, predviđeno je da dužnik koji zadocni sa ispunjenjem novčane obaveze, pored glavnice, dugujei zateznu kamatu na iznos duga do dana isplate, i to po stopi utvrđenoj ovim zakonom. Stopa zatezne kamate, na iznos duga koji glasi na dinare, utvrđujese na godišnjem nivou u visini referentne kamatne stope Narodne banke Srbije uvećane za osam procentnih poena I obaveza je dužnika da nadoknadi potrebne troškove sredstava, naplate vansudskih troškova se smatra dogovorenom. Menice i čekovi se smatraju prihvaćenim samo zbog izvršenja. Bez obzira na bilo kakvu navedenu namenu, dolazne uplate kupca se uvek knjiže na konto najdužih potraživanja.</p> <p>Nadležni sud</p> <p>Za domaće transakcije i transakcije koje spadaju u okvir Luganske Konvencije, ostalih međunarodnih ugovora o</p>
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<p>jurisdiction and enforcement of relevant EU Directives (Brussels Regulation): the competent court in Belgrade, shall have exclusive jurisdiction.</p> <p>For all other foreign transactions: for all other disputes or claims arising from or associated with this contract, including disputes about the validity, infringement, dissolution or nullity of the same, the competent court in Belgrade, Serbia, shall likewise have exclusive jurisdiction. However, S-Beograd shall have the option to file a suit to the competent court with jurisdiction on the basis of the Purchaser's legal seat. Only in the case of a separate written agreement between S-Beograd and the Purchaser, shall the arbitration and mediation regulations of an applicable international arbitration court- which has to be agreed in written - get valid.</p> <p>Legal arrangement Serbian law shall exclusively apply.</p> <p>Partial legal ineffectiveness Partial legal ineffectiveness shall not affect the validity of the rest of the contract.</p> <p>Amendments In order to be valid, any changes to the contractual conditions shall require the express written confirmation of both contractual parties.</p>	<p>nadležnosti i izvršenju ili relevantnih EU direktiva (Briselska uredba): isključivo je nadležan sud u Beogradu.</p> <p>Za sve ostale inostrane transakcije: za sve ostale sporove ili tužbe proistekle iz ovog ugovora, uključujući sporove o važenju, kršenju, raskidu ili ništavosti istog, isključivu nadležnost će takođe imati nadležni sud u Beogradu. Međutim, S-Beograd ima mogućnost da podnese tužbu nadležnom sudu koji je nadležan na osnovu pravnog sedišta Kupca. Samo u slučaju posebnog pisanog sporazuma između preduzeća S-Beograd i Kupca će važiti propisi o arbitraži i medijaciji odgovarajućeg međunarodnog arbitražnog suda – o čemu je dogovoreno pisanim putem.</p> <p>Merodavno pravo Isključivo se primenjuju srpski zakoni.</p> <p>Salvatorna klauzula Ukoliko postoji delimično pravno nevaženje isto neće uticati na važenje preostalog dela ugovora.</p> <p>Izmene i dopune Da bi bila važeća, sva promena ugovornih uslova zahteva izričitu pisanu potvrdu obe Ugovorne strane.</p>
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