

**DS SMITH PACKAGING d.o.o. KRUŠEVAC -
STANDARDNI USLOVI KUPOVINE**

1. UVOD

a) "DS Smith", „mi“ ili „naši“ su članovi kompanije DS Smith Group navedene u narudžbenici priloženoj uz ove uslove; „Vi“ ili „vaš“ je svako od koga kupujemo robu ili usluge; a „nas“ znači DS Smith i vi.

b) Izdali smo nalog za kupovinu („Narudžbenica“) koji uključuje ove uslove kupovine („Uslovi“) (koji mogu biti posebno izmenjeni u Narudžbenici) i koji će sadržati :

- specifikacija onoga što smo naručili;
- cenu koju treba da platimo („cena“); i
- detalje o isporuci ili preuzimanju .

c) Narudžbenica i ovi Uslovi (zajedno sa „Ugovorom“) čine celinu našeg sporazuma za ovu kupovinu i zamenjuju bilo koji prethodni ugovor koji smo možda imali s vama i sva obećanja, osiguranja, garancije, zastupanje i obaveze između nas, bilo pismeno ili usmeno, u vezi sa tom temom. Ovi uslovi će se primenjivati i uređivati bilo koji ugovor između nas, izuzimajući sve ostale uslove i odredbe.

d) Ako postoji bilo kakva nedoslednost između delova Ugovora, uslovi Narudžbenice imaju prednost nad Uslovima.

e) Narudžbenica predstavlja ponudu kompanije DS Smith za kupovinu dobara i / ili usluga od vas u skladu sa ovim uslovima. Narudžbenica će se smatrati prihvaćenom najranije od:

- izdavanja pismenog pristanka za nalog za kupovinu; ili
- bilo kog vašeg postupka u skladu sa ispunjavanjem naloga.

f) Robu ili usluge („snabdevanje“) morate isporučiti sami, osim ako se nismo pismeno dogovorili da ih prihvatimo od nekoga drugog.

g) Od vas možemo zatražiti da snabdete bilo koju drugu kompaniju DS Smith Group i da sa tom kompanijom postupite kao da je DS Smith. „Grupa kompanija“ označava, u odnosu na kompaniju, tu kompaniju, podružnicu ili holding kompaniju te kompanije i bilo koju podružnicu holding kompanije te kompanije.

2. OTKAZ PORUDŽBINE I PROMENE

**DS SMITH PACKAGING Ltd. KRUŠEVAC -
STANDARD PURCHASE CONDITIONS**

1. INTRODUCTION

a) "DS Smith", "we" or "our" are the member of the DS Smith Group Company referred to in the purchase order attached to these conditions; "you" or "your" are anyone from whom we are purchasing goods or services; and "us" means DS Smith and you.

b) We have issued a purchase order ("Purchase Order") which incorporates these purchase conditions ("Conditions") (as may be specifically amended in the Purchase Order) and which shall set out:

- a specification of what we have ordered;
- the price we are to pay (the "Price"); and
- the delivery or collection details.

c) The Purchase Order and these Conditions (together, the "Agreement") constitute the whole of our agreement for this purchase and supersedes any previous agreement we may have had with you and all promises, assurances, warranties, representation, and undertakings between us, whether written or oral, relating to its subject matter. These Conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions.

d) If there is any inconsistency between the parts of the Agreement, the terms of the Purchase Order shall take precedence over the Conditions.

e) The Purchase Order constitutes an offer by DS Smith to purchase goods and/or services from you in accordance with these Conditions. The Purchase Order shall be deemed to be accepted on the earlier of:

- you issuing a written acceptance of the Purchase Order; or
- any act by you consistent with fulfilling the Order.

f) You must supply the goods or services (the "supply") yourselves unless we have agreed in writing to accept them from someone else.

g) We may ask you to make the supply to any other DS Smith Group Company and to deal with that company as if it were DS Smith. "Group Company" means, in relation to a company, that company, subsidiary or holding company of that

a) Narudžbenicu možemo otkazati u bilo kom trenutku pre nego što se izvrši isporuka. Ako to prihvatimo i ako prihvatite Narudžbenicu, slažemo se da ćemo vam platiti razumnu naknadu za ono što ste možda učinili u okviru Narudžbenice i za sve razumne troškove koji su pravilno nastali pre otkazivanja i koji ne mogu biti nadoknađeni drugde, sledeći da mi nećemo imati dalje obaveze prema vama.

b) Nalog za kupovinu možemo suspendovati u bilo kom trenutku. Ako to učinimo, iz razloga koji nisu vaši podrazumevani, slažemo se da ćemo platiti sve razumne dodatne troškove koji nastanu kao rezultat. Ako vas zamolimo da promenite našu porudžbinu i dogovorimo se s vama o odgovarajućoj varijaciji cene i vremenske skale za isporuku, saglasni ste da izvršite isporuku u skladu sa tim varijacijama.

c) Osim u vezi sa podtačkama 2a) i b), bilo koje druge izmene naloga za kupovinu moraju se pismeno dogovoriti i odobriti od strane našeg ovlašćenog predstavnika ili izdavanjem daljeg zvaničnog naloga za kupovinu od strane DS Smith-a.

3. CENA I PLAĆANJE

a) Cena je fiksna, osim važećeg PDV-a i svih ostalih poreza nametnutih na isporuku. Ako nije drugačije ugovoreno u Nalogu za kupovinu, Cena uključuje sve ostale troškove, uključujući, ali ne ograničavajući se na, carine, takse ili poreze, troškove prevoza, pakovanja, osiguranja i isporuke.

b) Ne možete fakturisati DS Smith dok roba nije isporučena DS Smith-u ili dok se ne izvrši pružanje usluga. Vaše pravilno dostavljene račune ćemo platiti u roku od 90 dana od dana fakturisanja, osim ako nije drugačije pismeno ugovoreno ili je obavezno po zakonu (u tom slučaju se primenjuje takav izmenjeni period ili obavezna odredba zakona), pod uslovom da je faktura: (i) poslata na adresu kancelarije računa DS Smith navedenu u Nalogu za kupovinu; (ii) prikazuje referencu broja narudžbenice DS Smith; (iii) navodi mesto gde je roba isporučena ili mesto na kome su usluge isporučene; i (iv) daje potpun opis robe ili usluga koje se pružaju.

company, and any subsidiary of a holding company of that company.

2. CANCELLATION AND VARIATION

a) We may cancel the Purchase Order at any time before the supply is made. If we do and you have accepted the Purchase Order, we agree to pay you a reasonable charge for what you may have done under the Purchase Order, and for any reasonable costs which you properly incurred before the cancellation and which cannot be recouped elsewhere, following which, we shall have no further obligations to you.

b) We may suspend the Purchase Order at any time. If we do, for reasons other than your default, we agree to pay any reasonable additional costs you incur as a result. If we ask you to vary our order and agree with you an appropriate variation to the Price and to the time scale for delivery, you agree to make the supply in accordance with those variations.

c) Save in respect of sub-clauses 2a) and b), any other variations to the purchase order must be agreed by DS Smith in writing by our authorised representative or by the issue of a further official purchase order by DS Smith.

3. PRICE AND PAYMENT

a) The Price is fixed apart from applicable VAT and any other tax imposed on the supply. Unless otherwise agreed in the Purchase Order, the Price is inclusive of all other costs, including without limitation, duties, fees or taxes, cost of carriage, packaging, insurance and delivery.

b) You may not invoice DS Smith until the goods have been delivered to DS Smith or the supply of services has been made. We shall pay your correctly submitted invoices within from 90 days from the date of invoicing unless otherwise agreed in writing or required by mandatory law (in which case such amended period or mandatory provision of law shall apply), provided that the invoice is: (i) sent to DS Smith's accounts office address stated on the Purchase Order; (ii) shows DS Smith's order number reference; (iii) states the place to which the goods have been delivered or place at which the services were supplied; and (iv)

c) Isplata neće prejudicirati bilo koja druga prava koja DS Smith može imati prema vama i neće predstavljati bilo kakvo priznanje DS Smith-a u pogledu ispunjenja vaših obaveza prema Ugovoru. Zadržavamo pravo da zadržimo uplatu u slučaju spora, ako imamo zahtev prema vama ili ako niste pružili informacije potrebne u skladu sa klauzulom 3 (b).

d) Imaćemo pravo da prema ceni odbijemo sve iznose koji se plaćaju DS Smith-u ili bilo kojoj kompaniji DS Smith Group (bez prejudiciranja bilo kojih drugih prava ili pravnih lekova DS Smith-a ili relevantne kompanije DS Smith Group).

4. GARANCIJA I NEDOSTACI

Garantujete DS Smith-u da:

- roba koja je isporučena mora biti u skladu sa svim specifikacijama navedenim u Narudžbenici i / ili specifikacijama koje ste isporučili DS Smith-u ili, ako ih nema, sa vašom standardnom specifikacijom;
- roba mora biti zadovoljavajućeg kvaliteta (u skladu sa svim važećim zakonima), određenog dizajna, materijala i izrade i podobna za bilo koju svrhu koju vi odredite ili mi odredimo;
- roba mora biti u skladu sa svim važećim zakonima i propisima, sa svim relevantnim propisima o zdravlju i bezbednosti i zaštiti životne sredine, primenljivim u Republici Srbije i sa najbolje prihvaćenim industrijskim standardima; i
 - sve usluge koje pružate biće pružene sa razumnom veštinom i pažnjom, u skladu sa specifikacijama navedenim u narudžbenici.

a) Garantujete da nećete učiniti ili propustiti da preduzmete bilo šta što bi moglo prouzrokovati da DS Smith izgubi bilo kakvu licencu, ovlašćenje, saglasnost ili dozvolu na koje se oslanja u svrhu obavljanja svog posla, a vi prihvatate da se možemo osloniti na usluge koje pružate.

b) Ako utvrdimo da roba i / ili usluge nisu u skladu sa bilo kojim od garancija utvrđenih Ugovorom („Garancije dobavljača“), možemo, obavestivši vas i po sopstvenom nahođenju, i bez predrasuda na bilo koje od naših drugih prava ili pravnih lekova:

- odbiti bilo koju robu ili bilo koji njen deo (uključujući i bilo koju ili svu robu koja nije pogođena takvom neusaglašenošću) i / ili

sets out a full description of goods or services provided.

c) Payment shall be without prejudice to any other rights which DS Smith may have against you and shall not constitute any admission by DS Smith as to satisfaction of your obligations under the Agreement. We reserve the right to withhold payment in the event of a dispute, if we have a claim against you or you have failed to provide the information required in accordance with clause 3(b).

d) We shall be entitled to set off against the Price any sums that are payable to DS Smith or any DS Smith Group Company (without prejudice to any other rights or remedies of DS Smith or the relevant DS Smith Group Company).

4. WARRANTY AND DEFECTS

a) You warrant to DS Smith that:

- the goods as delivered shall comply with all specifications set out in the Purchase Order and/or specifications supplied by you to DS Smith or, if none, with your standard specification;
- the goods shall be of satisfactory quality (in accordance with all applicable laws), sound design, materials and workmanship and fit for any purpose held out by you or specified by us;
- the goods shall comply with all applicable laws and regulations, with all relevant health and safety and environmental regulations, applicable in the Republic of Serbia and with best accepted industry standards; and
- any services supplied by you will be supplied with reasonable skill and care and in accordance with the specification set out in the Purchase Order.

b) You warrant that you shall not do or omit to do anything which may cause DS Smith to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and you acknowledge that we may rely or act on the services supplied by you.

c) If we find that the goods and/or the services fail to comply with any of the warranties set out in the Agreement (the "Supplier Warranties"), we may, by giving you notice and at

zahtevati trenutni povraćaj novca koji je već plaćen i / ili otkazati Narudžbenicu;

- odbiti bilo kakvu dalju isporuku bilo koje robe ili dalje pružanje bilo kojih usluga (uključujući i prema drugom sporazumu između nas);

- zahtevati od vas (po vašem trošku, uključujući troškove bilo kakvog rastavljanja ili ponovne montaže) da popravite ili zamenite robu ili ponovo izvršite usluge na zadovoljstvo kompanije DS Smith (u oba slučaja u roku od 48 sati, osim ako se strane ne dogovore drugačije) ; i / ili

- prihvatiti robu ili izvršenje usluga, pod uslovom da primite razumno smanjenje cene zbog neusaglašenosti.

c) Mi ili naši predstavnici imaćemo pravo da pregledamo i testiramo robu i pregledamo pružanje usluga, a vi nam neopozivo dodeljujete pravo da uđemo u vaše prostorije (ili vaših podizvođača) u ove svrhe. Ako vas kao rezultat takve inspekcije ili ispitivanja obavestimo da nismo zadovoljni da su roba ili usluge u skladu sa Sporazumom, preduzećete sve potrebne korake da biste osigurali usklađenost. Nijedna inspekcija ili ispitivanje neće podrazumevati naše prihvatanje.

d) Sve garancije dobavljača biće na snazi bilo (i) dve (2) godine od datuma isporuke robe ili završetka usluga, ili (ii) vašeg standardnog garantnog roka za robu ili usluge, šta god duže traje.

5. VREME I DOSTAVA

a) Dostavićete robu i / ili dovršiti pružanje usluga do datuma isporuke ili završetka navedenog u Narudžbenici. Ako nijedan datum nije naveden tako, isporuka robe i / ili završetak usluga biće u roku koji se može ugovoriti u pismenoj formi. Ako isporuka dobara i / ili usluga ne bude završena do tog datuma, možemo izreći nadoknađenu štetu od 0,5% od cene po danu kašnjenja, do najviše 5% od cene. Obe strane prihvataju i slažu se da ova likvidirana šteta predstavlja stvarnu predračun štete koju će pretrpeti DS Smith ako ne dostavite robu ili ne pružite usluge u skladu sa dogovorenim rokovima.

our sole discretion, and without prejudice to any of our other rights or remedies:

- reject any of the goods or any part thereof (including any or all of the goods not affected by such failure to comply), and/or require the immediate refund of any monies already paid and/or cancel the Purchase Order;

- refuse any further delivery of any goods or the further provision of any services (including under another agreement between us);

- require you (at your sole cost, including the cost of any disassembly or reassembly) to make good or replace the goods or re-perform the services to DS Smith's satisfaction (in either case within 48 hours, unless agreed otherwise between the parties); and/or

- accept the goods or performance of the services, subject to receiving a reasonable reduction in Price to account for the non-compliance.

d) We or our representatives shall have the right to inspect and test the goods and inspect the provision of the services, and you irrevocably grant to us the right to enter your premises (or those of your subcontractors) for these purposes. If as a result of such inspection or testing we inform you that we are not satisfied that the goods or the services comply with the Agreement, then you shall take all necessary steps to ensure compliance. No inspection or testing shall imply our acceptance.

e) All Supplier Warranties shall be in force for either (i) two (2) years from the date of delivery of the goods or completion of the services, or (ii) your standard warranty period for the goods or services, whichever is longer.

5. TIME AND DELIVERY

a) You shall deliver the goods and/or complete the provision of the services by the delivery or completion date(s) stated on the Purchase Order. If no dates are so specified, delivery of the goods and/or completion of the services will be within such date as may be agreed by us in writing. If the supply of the goods and/or services is not completed by that date, we may impose liquidated damages of 0.5% of the Price per day of delay, up to maximum of 5% of the Price. Both parties acknowledge and agree that these liquidated

b) Ako isporuka robe i / ili završetak pružanja usluga bude odložen za više od 5 dana, taj neuspeh možemo tretirati kao materijalno kršenje i odmah raskinuti ugovor bez odgovornosti. U tom slučaju ne bismo imali dalje obaveze prema vama, ali vi biste bili u obavezi da nadoknadite gubitak kompanije DS Smith.

c) Ako u Nalogu za kupovinu nije drugačije naznačeno, sva roba će se isporučiti INCOTERMS 2020 DAP na mestu navedenom u Narudžbenici.

d) Dobavljač će isporučiti količinu robe koja je navedena u narudžbenici. Kupac može po svom nahođenju prihvatiti varijaciju količine i platiti proporcionalno za stvarnu isporučenu količinu.

e) Osiguraćete da roba bude pravilno spakovana i uskladištena tokom tranzita tako da stigne na odredište u neoštećenom stanju. Svi kontejneri i ostala ambalaža biće uključeni u cenu i ne mogu se vratiti, osim ako nije drugačije ugovoreno u narudžbenici.

f) Po potrebi, o svom trošku ćete pribaviti i poštovati sve izvozne / uvozne dozvole, dozvole ili saglasnosti (uključujući radne dozvole ili saglasnosti) za nabavku i isporuku robe ili pružanje usluga.

6. PRENOŠENJE RIZIKA I PRAVA

a) Rizik i prava na robu prelaze na DS Smith kada su isporučeni DS Smith-u.

b) Ako su u vašem posedu predmeti (uključujući, bez ograničenja na, robu) koji pripadaju kompaniji DS Smith, vi se obavezujete da ćete: (i) držati odgovarajuće predmete kao poverljivi agent kompanije DS Smith; (ii) jasno identifikovati stvari kao našu imovinu; (iii) držati predmete odvojeno od vaše imovine ili imovine koja pripada drugima; (iv) držati predmete pravilno uskladištene i osigurane; i (v) ne vršiti, ne tvrditi nikakvo založno pravo bilo koje prirode u vezi sa takvim predmetima.

c) Daćete DS Smith-u pristup (uz razumno obaveštenje) u sve prostorije u kojima se proizvodi ili skladišti roba za DS Smith u bilo koju razumnu svrhu prema ovom Ugovoru.

damages represent a genuine pre-estimate of the damages likely to be suffered by DS Smith if you fail to deliver the goods or provide the services in accordance with the agreed timescales.

b) If delivery of the goods and/or completion of the provision of the services is delayed by more than 5 days, we may treat that failure as a material breach and terminate the Agreement forthwith without liability. In that event we would have no further obligations to you but you would be liable to make good any loss to DS Smith.

c) Unless stated otherwise in the Purchase Order, all goods shall be delivered INCOTERMS 2020 DAP at the location stated in the Purchase Order.

d) The Supplier shall deliver the quantity of goods stated on the Purchase Order. The Buyer may at its discretion accept a quantity variation and pay pro-rata for the actual quantity delivered.

e) You shall ensure that the goods shall be properly packed and stored during transit so as to reach their destination in an undamaged condition. All containers and other packaging shall be included in the Price and are non-returnable unless otherwise agreed on the Purchase Order.

f) Where necessary, you shall, at your own cost, obtain and comply with any export/import licences, permits or consents (including work permits or consents) for the supply and delivery of the goods or provision of the services.

6. PASSING OF RISK AND TITLE

a) Title and risk in the goods shall pass to DS Smith when they have been delivered to DS Smith.

b) If items (including without limitation the goods) that belong to DS Smith are in your possession you undertake that you shall: (i) hold the relevant items as the fiduciary agent of DS Smith; (ii) clearly identify the items as our property; (iii) keep the items separate from your property or property belonging to others; (iv) keep the items properly stored and insured; and (v) not exercise, assert or purport to exercise or assert any lien of whatever nature in connection with such items.

c) You shall give DS Smith access (on reasonable notice) to any premises where goods

<p>d) Nećete imati pravo da založite ili iz sigurnosnih razloga naplatite bilo koji predmet koji ostaje u našem vlasništvu, ali ako to učinite ili planirate da to učinite, imaćemo pravo na povrat imovine u skladu sa ovom klauzulom.</p> <p>7. PREKID UGOVORA</p> <p>a) Ugovor možemo raskinuti odmah po pismenom obaveštenju ako:</p> <ul style="list-style-type: none"> • kršite obavezu i <ul style="list-style-type: none"> o ne možete to ispraviti; ili o ako to ne ispravite u roku od sedam dana od dobijanja obaveštenja od DS Smitha; ili o obavestili smo vas o kršenju iste obaveze najmanje dva puta ranije; ili • opravdano verujemo da nećete moći da platite dugove jer dospevaju ili da nećete moći da ispunite svoje obaveze prema Ugovoru. <p>b) Po prekidu Ugovora nemamo dalje obaveze prema ovom Ugovoru.</p> <p>c) Podložno klauzuli 7 (b), raskid Sporazuma, ma kako nastao, neće uticati na prava, pravne lekove, obaveze i obaveze strana koje postoje na kraju raskida. Odredbe koje se odnose na garancije, ograničenje odgovornosti, intelektualno vlasništvo, usklađenost, poverljivost i obaveze po prestanku traju i nakon raskida ili isteka sporazuma.</p> <p>8. ODGOVORNOST I OSIGURANJE</p> <p>a) Pristajete da na zahtev DS Smith-u platite iznos dovoljan da pokrije bilo koju i sve obaveze, potraživanja, zahteve, štetu, troškove, gubitke, naknade (uključujući, bez ograničenja, pravne takse i troškove po osnovu pune naknade) koji su nastali ili pokrenuti protiv DS Smith-a ili koji mogu nastati, direktno ili indirektno, kao rezultat:</p> <ul style="list-style-type: none"> • bilo kog kršenja vaših obaveza prema Ugovoru; • bilo kog zahteva da isporuka dobara / usluga ili njihova upotreba / preprodaja krši prava bilo kog drugog lica; • vašeg postupka, propusta, zanemarivanja ili rada vaših zaposlenih, podizvođača ili agenata; ili • raskid Ugovora prema tački 7. 	<p>are being manufactured or stored for DS Smith for any reasonable purpose under this Agreement.</p> <p>d) You shall not be entitled to pledge or charge by way of security any of the items which remain our property, but if you do so or purport to do so, we shall have the right to recover our property in accordance with this clause.</p> <p>7. TERMINATION</p> <p>a) We may terminate the Agreement immediately on written notice if:</p> <ul style="list-style-type: none"> • you are in breach of an obligation and <ul style="list-style-type: none"> o you cannot put it right; or o you do not put it right within seven days of receiving notice from DS Smith to do so; or o we have given you notice of a breach of the same obligation at least twice before; or • we reasonably believe that you will not be able to pay your debts as they fall due or that you will be unable to fulfil your obligations under the Agreement. <p>b) On termination we have no further liabilities under the Agreement.</p> <p>c) Subject to clause 7(b), termination of the Agreement, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that exist as at termination. Provisions relating to warranties, limitation of liability, intellectual property, compliance, confidentiality and obligations on termination survive termination or expiration of the Agreement.</p> <p>8. LIABILITY AND INSURANCE</p> <p>a) You agree to pay DS Smith on demand an amount sufficient to cover any and all liabilities, claims, demands, damages, costs, losses, fees and expenses (including, without limitation legal fees and expenses on a full indemnity basis) which are incurred by or brought against DS Smith or which may otherwise arise, directly or indirectly, as a result of:</p> <ul style="list-style-type: none"> • any breach by you of your obligations under the Agreement; • any claim that the supply of goods/services infringe, or their use/resale infringes the rights of any other person;
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<p>b) Morate održavati odgovarajuće osiguranje od rizika koji nastaju po ovom ugovoru i na naš zahtev dostaviti dokaze o tom pokriću.</p> <p>c) Ništa u ovim Uslovima ne isključuje ili ograničava odgovornost bilo koje strane za: (i) smrt ili ličnu povredu prouzrokovanu našim nemarom; (ii) prevaru ili lažno predstavljanje; ili (iii) bilo koje druge odgovornosti koja ne može biti isključena zakonom.</p> <p>d) Podložno klauzuli 8 (c), nijedna strana neće snositi nikakvu odgovornost (direktno ili indirektno) bilo da je to ugovor, delikt (uključujući zahteve za nemar ili kršenje zakonske obaveze), lažno predstavljanje, restituciju ili na bilo koji drugi način koji proizlaze iz izvršenja ili razmatranje izvršenja Sporazuma za bilo koji: (i) gubitak posla, prihoda, mogućnosti, ugovora ili dobre volje; (ii) predviđene uštede, protraćeni izdaci, korupcija ili uništavanje računarskih podataka; ili (iii) za bilo koji indirektni ili posledični gubitak.</p> <p>e) U skladu sa klauzulom 8(c), DS Smith neće imati nikakvu odgovornost za bilo kakav gubitak ili štetu koju ste pretrpeli vi ili bilo koje treće lice kao rezultat bilo kakvog kršenja bezbednosti:</p> <ul style="list-style-type: none"> • softwera, mreže i informacionog sistema koje koristite; i • postavljene fizičke, tehničke, administrativne i organizacione mere zaštite vašeg poslovanja, ili je to trebalo razumno postaviti. <p>f) U pogledu naše obaveze plaćanja u skladu sa klauzulom 3 (i u skladu sa klauzulama 8 (c), 8 (d) i 8 (e) , naše odgovornosti u vezi sa bilo kojim drugim potraživanjima iz ugovora, deliktom (uključujući zahteve za nemar ili kršenje zakonske dužnosti), lažno predstavljanje, restituciju ili na bilo koji drugi način nastali u vezi sa ovim Ugovorom u svim okolnostima biće ograničeni, u najvećoj meri dozvoljenoj zakonom, na bilo koji direktan gubitak ili štetu do 10% iznosa cene plaćene za robu koja je osnova za potraživanje.</p>	<ul style="list-style-type: none"> • your act, omission, neglect or default or that of your employees, sub-contractors or agents; or • the termination of the Agreement under clause 7. <p>b) You must maintain adequate insurance cover against risks you incur under this Agreement and provide evidence of that cover at our request.</p> <p>c) Nothing in these Conditions shall exclude or restrict either party's liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.</p> <p>d) Subject to clause 8(c), neither party shall have any liability whatsoever (directly or indirectly) whether in contract, tort (including claims for negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement for any: (i) loss of business, revenue, opportunity, contracts or goodwill; (ii) anticipated savings, wasted expenditure, corruption or destruction of computer data; or (iii) for any indirect or consequential loss.</p> <p>e) Subject to clause 8(c), DS Smith shall not have any liability whatsoever for any loss or damage suffered by you or any third party as a result of any breach of the security of:</p> <ul style="list-style-type: none"> • software, network and information systems you use; and • your business' physical, technical, administrative and organizational safeguards put in place, or that should have reasonably have been put in place. <p>f) Save in respect of our obligation to pay in accordance with clause 3 (and subject to clauses 8(c), 8(d) and 8 (e), our liability in respect of any other claims in contract, tort (including claims for negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Agreement shall in all circumstances be limited, to the maximum extent permitted by law, to any direct loss or damage up to 10% of the amount of the Price paid for the goods giving rise to the claim.</p>
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<p>9. USAGLAŠENOST</p> <p>a) Pored vaših obaveza da se pridržavate važećih zakona i propisa, obezbedićete da se vaši službenici i zaposleni:</p> <ul style="list-style-type: none"> • pridržavaju globalnog standarda dobavljača DS Smith; • pridržavaju svih antikorupcijskih zakona koji se primenjuju na vas ili DS Smith („Zakoni protiv korupcije“); • da ne smeju, direktno ili indirektno, biti u privatnom poslovnom aranžmanu ili u poslovanju sa javnim sektorom, ponuditi, obećavati ili dati (ili saglasiti se da ponude, obećaju ili daju) bilo kakvu finansijsku ili drugu pogodnost u vezi sa bilo kojim pitanjima koja su predmet ovog ili bilo kog drugog Ugovora između DS Smitha i vas i / ili da dobiju bilo kakvu korist za DS Smith koja bi prekršila bilo koji antikorupcijski zakon koji se primenjuje na vas ili DS Smith. • pridržavaju modernog Zakona o ropstvu iz 2015. godine i svih važećih zakona, statuta, propisa i kodeksa protiv ropstva i trgovine ljudima na snazi koji važe za vas ili DS Smith; • osigurati da niti vi niti bilo ko od vaših radnika niste osuđeni za bilo koje krivično delo koje uključuje ropstvo i trgovinu ljudima, niti ste/su bili ili ste/su predmet bilo kakvog postupka istrage ili izvršenja bilo kog vladinog, administrativnog ili regulatornog tela u vezi sa bilo kojim krivičnim delom ili navodnim krivičnim delom ili u vezi sa ropstvom i trgovinom ljudima; • kada postupaju u svojstvu osobe povezane sa DS Smith, ne učestvuju u bilo kom činu ili propustu koji bi predstavljali krivično delo olakšice utaje poreza u Velikoj Britaniji ili krivično delo utaje poreza u inostranstvu, kako su ti uslovi definisani u Delu 3 Zakona o krivičnim finansijama iz 2017.godine; i • ne izazivaju, olakšavaju ili doprinose izvršenju krivičnog dela propuštanjem sprečavanja olakšavanja utaje poreza prema članu 45. ili 46. Zakona o krivičnim finansijama iz 2017. godine ili bilo kog drugog zakonskog i regulatornog sprečavanja obaveza utaje poreza. <p>b) Ako saznate za bilo kakvu povredu ili sumnju na kršenje ove klauzule 9 od vas ili vaših podizvođača, odmah ćete o tome obavestiti DS Smith i mi možemo odmah da obustavimo Ugovor</p>	<p>9. COMPLIANCE</p> <p>a) In addition to your obligations to comply with applicable laws and regulations, you shall and shall procure that your officers and employees shall:</p> <ul style="list-style-type: none"> • comply with the DS Smith Global Supplier Standard; • comply with the Bribery Act 2010 and all anti- corruption laws applicable to you or DS Smith ("Anti- corruption Laws"); • not, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of this or any other agreement between DS Smith and you and/or to obtain any benefit for DS Smith which would violate the Anti- corruption Laws. • comply with the Modern Slavery Act 2015 and all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force applicable to you or DS Smith; • ensure that neither you nor any of your senior officers have been convicted of any offence involving slavery and human trafficking, nor have been or are 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 slavery and human trafficking; • not, when acting in the capacity of a person associated with DS Smith, engage in any act or omission which would constitute a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence as those terms are defined in Part 3 of the Criminal Finances Act 2017; and • not cause, facilitate or contribute to the commission of an offence of failing to prevent the facilitation of tax evasion under section 45 or 46 of the Criminal Finances Act 2017 or any other legal and regulatory anti- facilitation of tax evasion obligations. <p>b) If you become aware of any breach or suspected breach of this clause 9 by you or your subcontractors, you shall promptly notify DS Smith and we may immediately suspend operation of the Agreement by giving written notice to you,</p>
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davanjem pismenog obaveštenja, dok ne istražimo kršenje ili sumnju na kršenje. Pomoći ćete DS Smith-u u bilo kojoj takvoj istrazi, uključujući pružanje DS Smith-u razumnog pristupa vašem osoblju, dokumentima i sistemima.

c) Pored naših prava iz klauzule 7, ako ste, po našem razumnom mišljenju, vi ili vaši podizvođači prekršili ovu klauzulu 9, možemo po sopstvenom nahođenju, uz pismeno obaveštenje, odmah: (i) raskinuti bilo koji ili sve ugovore između DS Smitha i vas; i (ii) obustaviti delovanje Ugovora davanjem pismenog obaveštenja.

d) U vezi sa krivičnim delima utaje poreza, pitanje da li je neko lice povezano sa drugom osobom utvrdiće se u skladu sa članom 44. Zakona o krivičnim finansijama iz 2017. (i svim smernicama izdatim u skladu sa članom 47. tog zakona)

10. INTELEKTUALNA SVOJINA

a) Obe strane zadržavaju vlasništvo nad sopstvenim pravima intelektualne svojine na robama ili uslugama isporučenim na osnovu ovog sporazuma, uključujući, ali ne ograničavajući se na, patente, žigove, dizajne, autorska prava, imena domena, poslovne tajne i zaštitna imena.

b) Ništa sadržano u Sporazumu neće se tumačiti kao davanje svake strane, osim ako je izričito drugačije predviđeno, bilo koja licenca ili pravo prema bilo kom zakonu (bilo da je to uobičajeno pravo ili zakon), pravilo ili propis, uključujući, bez ograničenja, ona koja se odnose na autorska prava ili druga prava intelektualne svojine.

c) DS Smithu dodeljujete lično, neekskluzivno i besplatno pravo na korišćenje i iskorišćavanje prava intelektualnog vlasništva na robi ili uslugama samo u meri u kojoj je to neophodno za upotrebu i rad pomenute robe ili usluga.

d) Bilo koju intelektualnu svojinu koja nastane ili je pribavi ili razvije DS Smith (ili dobavljač u njihovo ime) tokom ili u vezi sa upotrebom i / ili radom dobara ili usluga koje pružate DS Smith-u, jeste i ostaće jedino i ekskluzivno vlasništvo kompanije DS Smith.

pending an investigation into the breach or suspected breach. You shall assist DS Smith in any such investigation, including by providing DS Smith with reasonable access to your personnel, documents and systems.

c) In addition to our rights in clause 7, if, in our reasonable opinion, you or your subcontractors have breached this clause 9, we may, in our sole discretion, on written notice, immediately: (i) terminate any or all agreements between DS Smith and you; and (ii) suspend operation of the Agreement by giving written notice to you.

d) In relation to tax evasion offences, the question of whether a person is associated with another person shall be determined in accordance with section 44 of the Criminal Finances Act 2017 (and any guidance issued under section 47 of that Act)

10. INTELLECTUAL PROPERTY

a) Both parties retain ownership of their own intellectual property rights on the goods or services supplied under this agreement, including but not limited to, patents, trademarks, designs, copyright, domain names, trade secrets, know-how and tradenames.

b) Nothing contained in the Agreement shall be construed as conferring on each party, save as otherwise expressly provided, any licence or right, under any law (whether common law or statutory law), rule or regulation including, without limitation those related to copyright or other intellectual property rights.

c) You grant DS Smith a personal, non-exclusive and royalty free right to use and exploit such intellectual property rights in the goods or services solely to the extent necessary for the use and operation of said goods or services.

d) Any intellectual property that arises or is obtained or developed by DS Smith (or by a contractor on their behalf) in the course of or in connection with the use and/or operation of the goods or services provided by you to DS Smith, is and will remain the sole and exclusive property of DS Smith.

e) You shall defend, indemnify, and hold DS Smith harmless against all claims resulting from or

e) Zaštitićete, obešteti i držati DS Smith neškodljivim protiv svih zahteva koji proizilaze iz bilo kog stvarnog ili zahtevanog kršenja bilo kog prava intelektualnog vlasništva u vezi sa robom ili uslugama isporučenim na osnovu ovog sporazuma.

f) Ako se protiv DS Smith-a podnese bilo kakav zahtev da roba ili usluge krše bilo koja prava intelektualnog vlasništva bilo koje treće strane, obeštetićete DS Smith protiv svih zahteva, obaveza, gubitaka, štete i troškova koji nastaju u vezi sa takvim zahtevom i, u slučaju da takav zahtev sprečava DS Smith da koristi bilo koju robu ili usluge, što je pre moguće, o svom trošku:

- pribaviti pravo DS Smith-u da i dalje koristi takvu robu ili usluge u skladu sa ovim sporazumom bez kršenja prava intelektualne svojine treće strane; ili

- obezbediti alternativnu robu ili usluge koje ne krše autorska prava ili druge predmete jednake ili povećane funkcionalnosti i performansi (kako je razumno utvrdio DS Smith), za upotrebu u skladu sa ovim sporazumom; ili

- odmah zameniti takvu robu ili usluge ili druge predmete bez ikakvog pogoršanja funkcionalnosti ili performansi, tako da njegova upotreba, u skladu sa ovim ugovorom, ne krši prava intelektualne svojine treće strane.

11. OPŠTE

a) Ako je za nabavku, prevoz, skladištenje ili upotrebu dobara ili usluga koje ste isporučili DS Smith-u potrebna bilo koja licenca ili saglasnost bilo koje vlade ili drugog organa, iste ćete pribaviti o svom trošku, a ako to zatraži DS Smith, dostaviti dokaze o tome i DS Smith-u.

b) Osiguravajući robu u našim prostorijama, vi ćete (kao i vaše osoblje) poštovati sva zdravstvena i sigurnosna pravila i propise i sigurnosne i ostale operativne zahteve koji se primjenjuju u našim prostorijama (a koji su dostupni na vaš zahtev). Takođe ćete preduzeti sve razumne mere predostrožnosti da zaštitite svoje zaposlene i naše zaposlene tokom obavljanja usluga ili isporuke robe.

arising in connection with any actual or claimed infringement of any intellectual property rights with respect to the goods or services supplied under this agreement.

f) If any claim is made against DS Smith that the goods or services infringe any intellectual property rights of any third party, you shall indemnify DS Smith against all claims, liabilities, losses, damages, costs and expenses arising in connection with such claim and, in the event of such claim preventing DS Smith from using any of the goods or services you shall, at your sole cost and expense, as soon as reasonably possible:

- obtain the right for DS Smith to continue to use such goods or services in accordance with this Agreement without the infringement of any third party Intellectual Property Rights; or

- provide alternative non-infringing goods or services or other items of equivalent or increased functionality and performance (as reasonably determined by DS Smith), for use in accordance with this Agreement; or

- promptly replace such goods or services or other items without any degradation in functionality or performance, so that its use, in accordance with this Agreement, does not infringe any third party intellectual property rights.

11. GENERAL

a) If any licence or consent of any government or other authority is required for the supply, carriage, storage or use of the goods or services supplied by you to DS Smith, you shall obtain the same at your own expense and if requested by DS Smith, produce evidence of the same to DS Smith.

b) In providing the supply at our premises, you shall (and shall procure that your personnel shall) comply with all health and safety rules and regulations and security and other site operational requirements that apply at our premises (which are available upon your request). You shall also take all reasonable precautions to protect your employees and our employees while performing the services or delivering the goods.

<p>c) O svom trošku obezbedićete svu opremu i materijal za obavljanje usluga, osim ako se pismeno ne dogovori drugačije.</p> <p>d) Ovim Ugovorom nijedna treća strana neće dobiti nikakve beneficije, a osoba koja nije stranka Ugovora neće imati pravo prema ugovorima (prava trećih strana) iz 1999. godine da sprovodi bilo koji od njegovih uslova, osim kompanije DS Smith Group.</p> <p>e) Svako obaveštenje dato u skladu sa Ugovorom mora biti u pismenoj formi i dostavljeno lično ili poslato preporučenom poštom na registrovanu adresu DS Smith-a ili vas (prema potrebi). Svako takvo obaveštenje smatraće se primljenim:</p> <ul style="list-style-type: none">• ako se isporučuje lično, u trenutku isporuke; i• u slučaju preporučene pošte 48 sati od datuma slanja, <p>pod uslovom da ako je primanje izvršeno pre 9:00 radnim danom smatraće se da je obaveštenje primljeno tog dana u 9:00, a ako je prijem izvršen radnim danom nakon 17h ili danom koji nije radni dan, smatraće se da je primljeno u 9:00 sledećeg radnog dana.</p> <p>f) Svaka odredba Ugovora je odvojiva i razlikuje se od ostalih. Ako bilo koji deo Ugovora u bilo kom trenutku postane nevaljan ili neizvršiv u skladu sa bilo kojim aktom ili vladavinom zakona u bilo kojoj jurisdikciji koja ne utiče na ostatak, sve ostale odredbe Ugovora će se nastaviti u punoj snazi. Ako se za bilo koju odredbu Ugovora utvrdi da je nevaljana, nezakonita ili nesprovodiva, ali bi bila validna, legalna ili izvršna ako bi neki deo odredbe bio izbrisan ili izmenjen, ta odredba će se primeniti sa bilo kojim promenama koje su neophodne kako bi odredbu činile validnom, pravnom i izvršnom. Nevaljanost ili neizvršivost u jednoj jurisdikciji ne utiču na validnost ili izvršnost u drugoj jurisdikciji.</p> <p>g) Ovaj ugovor i njegov predmet su poverljivi i ne smeju se otkriti nijednoj osobi bez naše dozvole.</p> <p>h) Ne smete prenositi, dodeljivati, podugovarati ili na bilo koji drugi način prenositi bilo koje ili sva vaša prava, interese ili obaveze prema Ugovoru bez našeg prethodnog pismenog pristanka (koji neće biti nerazumno uskraćen).</p>	<p>c) You shall, at your own expense, provide all equipment and materials to perform the services unless otherwise agreed in writing.</p> <p>d) No benefits are to be conferred on any third party by this Agreement and a person who is not a party to the Agreement shall have not have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, other than by a DS Smith Group Company.</p> <p>e) Any notice given under the Agreement shall be in writing and served by delivering it personally or sending it by registered post to the registered address of DS Smith or you (as applicable). Any such notice shall be deemed to have been received:</p> <ul style="list-style-type: none">• if delivered personally, at the time of delivery; and• in the case of registered post 48 hours from the date of posting, <p>provided that if deemed receipt occurs before 9am, on a business day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9am on the next business day.</p> <p>f) Each provision of the Agreement is severable and distinct from the others. If any part of the Agreement is or at any times becomes to any extent invalid or unenforceable under any enactment or rule of law in any jurisdiction that does not affect the remainder and all other provisions of the Agreement will continue in full force and effect. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted or amended, that provision will apply with whatever modification(s) as are necessary to make it valid, legal and enforceable. Invalidity or unenforceability in one jurisdiction does not affect validity or enforceability in another.</p> <p>g) This Agreement and its subject matter are confidential and must not be disclosed to any person without our permission.</p> <p>h) You must not novate, assign, subcontract or otherwise transfer any or all of your rights, interests or obligations under the Agreement</p>
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<p>i) Ništa u Ugovoru nije namenjeno ili će se smatrati da uspostavlja bilo kakvo partnerstvo ili zajedničko ulaganje između bilo koje od strana, konstituiše bilo koju stranku agentom druge strane ili ovlašćuje bilo koju stranku da preuzme bilo kakve obaveze za ili u ime bilo koje druge stranke.</p> <p>Svaka stranka potvrđuje da deluje u svoje ime, a ne u korist bilo koje druge stranke.</p> <p>j) Izuzev klauzule 11 (e), svako upućivanje na pisanu komunikaciju uključuje elektronske oblike komunikacije kao što je e-pošta. Svaka elektronska komunikacija će biti efikasna od trenutka kada napusti poštansko sanduče pošiljaoca.</p> <p>12. ZAKON I NADLEŽNOST</p> <p>a) Ugovor i bilo koji spor ili potraživanje koji proističu iz ili u vezi sa njim ili njegovim predmetom ili važenjem (uključujući bilo koje vanugovorne sporove ili potraživanja) biće regulisani i tumačeni zakonom R. Srbije.</p> <p>b) Stranke se neopozivo slažu i priznaju da su sudovi R. Srbije isključivo nadležni za saslušanje i odlučivanje o bilo kojoj tužbi, radnji ili postupku.</p> <p>13. JEZIK</p> <p>a) Ugovor je sačinjen na srpskom i engleskom jeziku.</p> <p>b) U slučaju neslaganja, preovlađaća verzija na srpskom jeziku.</p> <p>Datum: Novembar, 2021.godine</p>	<p>without our prior written consent (which will not be unreasonably withheld).</p> <p>i) Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other party.</p> <p>h) Save in respect of clause 11(e), any reference to communications being written or in writing includes electronic forms of communication such as e-mail. Any electronic communication will be effective from when it leaves the sender's mailbox.</p> <p>12. GOVERNING LAW AND JURISDICTION</p> <p>a) The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) will be governed by and construed with the laws of England.</p> <p>b) The parties irrevocably agree and acknowledge that the courts of England have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings.</p> <p>13. LANGUAGE</p> <p>a) The contract is made in Serbian and English.</p> <p>b) In case of disagreement, the Serbian version shall prevail.</p> <p>Date: November 2021</p>
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