

GENERAL CONDITIONS OF PURCHASE	OPŠTI USLOVI NABAVKE
§ 1 Scope of application	§ 1 Područje primene
<p>1. These General Conditions of Purchase ("Conditions") apply to all sales and supplies of Goods by Suppliers to Customer transacted on the basis of (subject to mandatory provisions of law): (i) Customer's order signed by authorised persons together with signed contract between Supplier and Customer or (ii) on the basis of Customer's order signed by authorised persons together with signed report on conclusion of negotiations between Supplier and Customer or (iii) on the basis of Customer's order signed by authorised persons as the case may be under § 2 sub-paragraph 3 of the Conditions. No other transaction terms, including ones that are in contravention to the Conditions, can be accepted unless upon Customer's approval which must be given in writing, otherwise being null and void. Any matters not addressed in the Conditions will be governed, respectively: (i) by the provisions of contract and order, or (ii) by the provisions of report on conclusion of negotiations and order, or (iii) by the provisions of order as the case may be under § 2 sub-paragraph 3 of the Conditions, relating to the transaction at hand. In case of contradiction between these Conditions and the contract/report on conclusion of negotiations (hereinafter jointly referred to as the "Contract") or order, the Contract or order shall prevail respectively. In case of contradiction between the Contract and order, the Contract shall prevail.</p>	<p>1. Ovi Opšti uslovi nabavke ("Uslovi") primenjuju se na sve prodaje i isporuke dobara od Dobavljača do Kupca sprovedenih na temelju (u skladu sa obaveznim odredbama zakona): (i) Kupčeve narudžbenice potpisane od strane ovlašćene osobe, zajedno sa potpisanim ugovorom između dobavljača i Kupca ili (ii) na temelju narudžbe Kupca potpisan od strane ovlašćene osobe, zajedno sa potpisanim izvještajem o zaključenju pregovora između dobavljača i Kupca ili (iii) na temelju naloga Kupca potpisanog od strane ovlašćene osobe kao što može biti slučaj naveden pod § 2. tačke 3. Uslova. Niti jedan drugi način transakcije, uključujući i one koje su u suprotnosti sa uslovima, ne može se prihvatiti i smatraće se nevažećim, osim ako se od Kupca ne primi odobrenje u pisanom obliku. Sva pitanja koja nisu obuhvaćena Uslovima će se regulisati, i to : (i) u skladu s odredbama ugovora i narudžbenice, ili (ii) u skladu sa odredbama izvještaja o zaključenju pregovora i narudžbenice, ili (iii) u skladu s odredbama narudžbenice kao u slučaju pod § 2. Pod -tačke 3. uslova koji se odnose na transakcije pri ruci. U slučaju suprotnosti između ovih Uslova i Ugovora / izvještaja o zaključenju pregovora (u daljem tekstu zajedno se spominju kao "Ugovor") ,Narudžbenica ili ugovor će imati prednost. U slučaju suprotnosti između Ugovora i narudžbenice, Ugovor će prevladati.</p>
<p>2. The conclusion of a Contract according to the Conditions means that the Conditions will be applied by Supplier and Customer to all categories of transactions referred to in sub-paragraph 1 above which the Supplier and the Customer may enter into in future, even when such a transaction does not refer to the Conditions.</p>	<p>2. Zaključenje Ugovora prema Uslovima znači da će se Uslovi primenjivati od strane dobavljača i Kupca po svim kategorijama transakcija navedenih u stavu 1. u kojem Dobavljač i Kupac mogu stupiti u budućnosti, čak i kada se takva transakcija ne odnosi na Uslove.</p>
<p>3. No general conditions or other pre-formulated standard contracts of Supplier and no remarks which Supplier may attach to or incorporate in the Conditions will bind Customer even if not expressly rejected by him. Where a copy of the Conditions is not sent or delivered to</p>	<p>3. Nikakvi opšti uslovi ili druge pre-formulacije standardnog ugovora od strane Dobavljača, niti primedbe koje Dobavljač želi integrisati u Uslove neće obavezati Kupca čak i ako isto nije izričito odbačeno. U slučaju da kopija Uslova nije poslata ili dostavljena</p>

Supplier, whether together with Customer's offer or on some other occasion, the Conditions will apply nevertheless as if Supplier knew or ought to know them from his earlier commercial transactions with Customer.	Dobavljaču, bilo zajedno sa ponudom ili u nekom drugom slučaju, Uslovi će se primjenjivati kao da je dobavljač za njih znao ili ih je trebao poznavati iz prethodnih komercijalnih transakcija sa Kupcem.
4. Any reference in the Conditions to: a) "Conditions" is a reference to these General Conditions of Purchase, b) "Customer" is a reference to a company from the Kronospan organization which transacted or plans to transact with Supplier, c) "Supplier" is a reference to a supplier, seller or service provider who is engaged in the business or profession of providing services or making sales, supplies, etc., d) "Goods" is a reference to goods, materials, raw materials, parts, prefabricates, products, devices, software, services etc. purchased by Customer in course of his business and supplied by Suppliers.	4. Svako pozivanje u Uslovima na: a) "Uslove" je pozivanje na Opšte uslove nabavke, b) "Kupca" je pozivanje na kompaniju iz Kronospan grupacije koja želi ili namerava obavljati transakcije sa dobavljačem, c) "Dobavljača" je pozivanje na Dobavljača, prodavca ili pružaoca usluga koji je angažovan u poslu ili struci pružanja usluga ili prodaji, nabavci, itd, d) "Robu" je pozivanje na robu, materijal, sirovinu, delove, sastavne delove, proizvode, uređaje, softver, usluge i sl kupljene od strane Kupca u njegovom poslovanju i dostavljene od strane dobavljača.
§ 2 Orders	§ 2 Narudžbenice
1. Goods may be purchased only on the basis of a written order signed by authorised persons and Contract between Supplier and Customer.	1. Roba se može kupiti samo na osnovu pisane Narudžbenice potpisane od strane ovlašćene osobe i Ugovora između Dobavljača i Kupca
2. Supplier must accept each order by confirming it in writing within 5 days from receipt. In the absence of such confirmation within such time, the order will be considered by Customer to be tacitly accepted upon the terms therein specified.	2. Dobavljač mora prihvatiti svaku narudžbenicu potvrđujući je u pisanom obliku u roku od 5 dana od dana prispeća. U nedostatku takve potvrde u datom roku, Kupac će smatrati da je narudžbenica prećutno prihvaćena pod uslovima koji su na njoj navedeni.
3. In the absence of a Contract, an Customer's order signed by authorised persons is an offer (valid for such time as therein indicated) under the Trade Act and as such may be accepted by Supplier in whole without any changes or reservations. Any change or addition to any provision of an order will be deemed a counteroffer. Any changes to an order must be expressly confirmed in writing by both Customer and Supplier.	3. U slučaju odsustva Ugovora, Kupčeva narudžbenica potpisana od strane ovlašćene osobe je i ponuda (važeća za navedeno vreme) u skladu sa Zakonom o trgovini i kao takva može biti prihvaćena od strane Dobavljača u celosti, bez ikakvih promena ili rezervacije. Svaka promena ili dopuna bilo kojoj odredbi narudžbenice smatraće se kontra ponudom. Sve promene narudžbenice moraju biti izričito potvrđene u pisanom obliku od strane Kupca i Dobavljača.
4. Any invoice by Supplier for his supplies must quote Customer's order number. In the absence of such order number, Customer may	4. Sve fakture koje Dobavljač izdaje na sebi moraju imati broj Narudžbenice. U slučaju da na fakturi nema broja Narudžbenice, kupac može

consider that the Goods specified in the invoice have not been ordered and may reject them or withhold payment until Supplier demonstrates (e.g. by showing the order) the basis on which the Goods were supplied.	smatrati da Roba navedena na računu nije naručena i može je odbiti ili zadržati plaćanje dok Dobavljač ne dokaže (npr.pokaže Narudžbenicu) po kojoj je osnovi Roba isporučena.
5. The fee for any materials, drawings, designs or the like, prepared and/or collected in course of pre-order negotiations is included in the order price, and these things shall become the property of Customer on fulfilment of the order.	5. Naknada za bilo kakve materijale, crteže, dizajne ili slično, pripremljene i / ili prikupljene tokom pregovora pre Narudžbenice je uključena u cenu, i sve će navedeno postati vlasništvo Kupca po ispunjavanju Narudžbenice.
6. In the case of service orders, Supplier must collect from Customer's site any waste generated by the work, as per applicable provisions of law.	6. Uslučaju narucivanja servisiranja, dobavljač mora ukloniti kod Kupca bilo koji otpad koji nastaje u toku rada, po primenjivim odredbama zakona.
§ 3 Deliveries of Goods	§ 3 Isporuka Robe
1. The delivery date shall be as indicated in the order. An order may provide for delivery of Goods on Customer's call. Without prejudice to the liability to pay any contractual penalties or damages under sub-paragraph 5 below, Supplier must give Customer a prompt notice of any situation that can affect the timeliness of any delivery of Goods.	1. Datum isporuke mora biti kako je navedeno u Narudžbenici. Narudžbenica se može izdati za isporuku robe na poziv Kupca. Ne dovodeći u pitanje obaveze plaćanja bilo kakve ugovorne kazne ili naknade štete u skladu sa tačkom 5. u nastavku, Dobavljač mora Kupcu dati hitno obaveštenje o bilo kojoj situaciji koja može uticati na pravovremenost isporuke Robe.
2. No early delivery of Goods is possible unless upon Customer's prior written approval. For an early delivery, the payment time is counted from the delivery date indicated in the order.	2. Prerana isporuka Robe je moguća samo uz prethodnu pisanu suglasnost Kupca. Za ranije isporuke, vreme plaćanja se računa od datuma isporuke navedenog u Narudžbenici.
3. Goods are delivered at Supplier's risk and cost. Delivery of Goods will be received in Customer's warehouse which is open on business days from 7:00 a.m. to 3:00 p.m. (excluding emergencies, to be determined by the Customer). The risk of accidental loss of or damage to Goods passes to Customer on signature of delivery receipt or, in the case of plant or machinery, on commissioning or on the date of written confirmation of acceptance by representatives of Customer and Supplier. In the event of complaints as to weight, the weight of the Goods will be determined using Customer's weigh. Supplier is solely responsible for the consequences of improper preparation or incompleteness of transport documents. Customer is entitled to charge Supplier for any documented costs resulting from inappropriate	3. Roba se isporučuje na rizik i trošak Dobavljača. Isporučena roba će biti primljena u skladište Kupca koje je otvoreno radnim danom od 7:00 do 15:00 (osim u hitnim slučajevima, koje određuje kupac). Rizik od slučajnog gubitka ili oštećenja robe prelazi na Kupca po potpisu prijema isporuke, ili u slučaju postrojenja ili mašina, pri puštanju u rad ili na datum pisane potvrde prihvatanja od strane predstavnika Kupca i Dobavljača. U slučaju Robe koja se meri, težina robe će se odrediti pomoću vage Kupca. Dobavljač je isključivo odgovoran za posledice nepravilne otpreme ili nepotpunosti prevoznih isprava. Kupac ima pravo naplatiti Dobavljaču za bilo koji dokumentiranih trošak koji proizlaze iz neispravne ili nepotpune

transport documents.	transportne dokumentacije.
4. Goods will be delivered on DAP (INCOTERMS 2010) basis to the delivery destination specified in the order or to Customer's place of business if Customer does not specify a different delivery destination.	4. Roba će biti isporučena po DAP osnovi (INCOTERMS 2010) do odredišta isporuke navedenog u Narudžbenici ili do sedišta Kupca u slučaju da Kupac ne odredi drugo mesto dostave.
5. In the event of delayed delivery, Supplier will pay Customer a contractual penalty at 5% of net order value per each week started of the delay, but no more than 20% of net order value. If Customer incurs a loss due to a delay in delivery of Goods, Customer may rely on the general rules of law to seek damages, without prejudice of the agreed delay penalty. Customer may seek damages from Supplier both for actual (direct) damages, including lost benefits or profits, and for incidental or consequential (indirect) damages, arising in connection with a delayed delivery or defects of Goods.	5. U slučaju kašnjenja isporuke Robe, dobavljač će platiti Kupcu ugovornu kaznu od 5% neto vrednosti narudžbenice za svaku nedelju kašnjenja, ali ne više od 20% neto ukupne vrednosti narudžbenice. Ako Kupac snosi gubitak zbog kašnjenja isporuke robe, Kupac može zakonskim pravima tražiti naknadu štete, bez obzira na ugovorene penale. Kupac može tražiti naknadu štete od Dobavljača i za stvarne (direktne) štete, uključujući i izgublenu korist ili dobit, kao i za sporedne ili posledične (indirektne) štete, nastale u vezi sa kašnjenjem isporuke ili nedostataka na Robi.
6. If the delay in delivering any Goods is more than 7 days, Customer shall have the right of withdrawal from the order without granting an additional period and without losing his right to claim contractual penalty or damages under sub-paragraph 5. Customer may so cancel an order within 5 business days, starting with the 8th day of delivery delay.	6. Ako je kašnjenje u isporuci bilo koje robe duže od 7 dana, kupac ima pravo na povlačenje Narudžbenice bez davanja dodatnog roka i bez da izgubi pravo na ugovornu kaznu ili naknadu štete prema tački 5. Klijent može otkazati narudžbenicu u roku od 5 radnih dana, počevši od 8. dana kašnjenja isporuke.
7. Together with Goods, Supplier will deliver to Customer all document required by law, such as instructions in Serbian language, certificates, safety certifications, certificates of origin, attestations, spare part list and approvals relating to Goods. Customer may charge Supplier for any documented costs incurred as a result of lack thereof. Despite not being specified on the documentation, the Goods and the documentation shall be provided in compliance with the highest possible standards and in full observance of applicable regulations.	7. Zajedno s Robom, Dobavljač će dostaviti Kupcu svu dokumentaciju propisanu zakonom, kao što su uputstva na Srpskom jeziku, sertifikate, sigurnosne sertifikate, potvrde o poreklu, ateste, rezervni popis delova i saglasnosti koje se odnose na robu. Kupac može naplatiti od Dobavljača za bilo koji dokumentovani trošak nastao kao posledica nedostatka iste. Iako nije navedeno u dokumentaciji, roba i dokumentacija se moraju osigurati u skladu s najvišim standardima pri čemu se u potpunosti moraju poštovati važeći propisi.

<p>8. Goods are not deemed delivered if the documents referred to in sub-paragraph 7 are not delivered together with the Goods to Customer in such a way that Customer is able to freely review them.</p>	<p>8. Roba se ne smatra isporučenom ako dokumenti spomenuti u pod-paragrafu 7 nisu isporučeni zajedno s Robom Kupcu tako da on može slobodno da ih pregleda.</p>
<p>9. Supplier will make sure that Goods are delivered in containers or in standard packaging for such Goods or, if no standard packaging has been specified, then in such packaging as is appropriate to secure and protect the Goods until the end of the delivery process.</p>	<p>9. Dobavljač će se pobrinuti da se roba isporučuje u kontejnerima ili u standardnim pakovanjima za takvu robu, ili ako standardno pakovanje nije navedeno, onda roba mora biti isporučena u ambalaži koja može na odgovarajući način da osigura i zaštiti robu do kraja procesa isporuke.</p>
<p>10. Supplier represents and warrants that his Goods are free of any physical or legal defects, and in particular do not infringe on any third party intellectual property rights, including but not limited to any copyrights, trademarks, patents and/or industrial designs. Supplier, at his expense, will indemnify and/or hold harmless Customer for any damages, including direct and indirect damages, arising in connection with delivery of defective Goods.</p>	<p>10. Dobavljač izjavljuje i garantuje da je njegova Roba bez ikakvih fizičkih ili pravnih nedostataka, a naročito da ne krši bilo koje pravo intelektualnog vlasništva treće strane, uključujući, ali ne i ograničavajući se na autorska prava, zaštitne znakove, patente i / ili industrijske dizajne. Dobavljač će, o svom trošku, nadoknaditi štetu i / ili smatrati se odgovornim naspram Kupca za bilo kakvu štetu, uključujući direktne i indirektne štete, nastale u vezi s dostavom neispravne robe.</p>
<p>11. Where Supplier renders any services at Customer's site, Supplier is required and liable to comply with all formalities, notify the relevant administrative authorities, obtain all necessary permits and pay all taxes and social security contributions due, in connection with Supplier's personnel performing the services at Customer's site.</p>	<p>11. Ako Dobavljač vrši Usluge u sedištu Kupca, Dobavljač je dužan i obavezan da poštuje sve formalnosti, obavesti nadležne osobe, pribavi sve potrebne dozvole i plati sve poreze i doprinose za socijalno osiguranje za osoblje koje obavlja usluge na teritoriji koja pripada Kupcu.</p>
<p>12. Supplier's personnel and subcontractors must comply with rules and regulations applicable at Customer's site.</p>	<p>12. Osoblje Dobavljača i kooperanti moraju poštovati pravila i propise koji se primenjuju na teritoriji koja pripada Kupcu.</p>
<p>13. Customer has the right to delay the forwarding of all or part of the Goods ordered. In this case, the Supplier undertakes to hold the Goods in its or third party storage facilities until he is given the go-ahead for delivery. The above shall not constitute any cost for Customer for the first 30 days; after such period the parties shall reach an agreement on the expenses for storage in the Supplier or third party's facilities.</p>	<p>13. Kupac ima pravo odložiti isporuku kompletne ili dela naručene robe. U tom slučaju, Dobavljač se obavezuje držati robu u svojem skladištu ili skladištu treće strane dok ne dobije zahtev za isporuku. Gore navedeno neće predstavljati nikakav trošak za Kupca za prvih 30 dana; Nakon tog razdoblja stranke će postići sporazum o troškovima skladištenja u skladištu Dobavljača ili skladištu treće strane.</p>
<p>14. Should the Goods not meet with the agreed specifications, Customer may return the Goods to the Supplier at the Supplier's risk and expense or may notify the Supplier that the Goods are rejected whereupon the Goods shall be stored at the Supplier's risk and expense.</p>	<p>14. Ako roba ne zadovoljava dogovorene specifikacije, Kupac može vratiti robu dobavljaču, na rizik i trošak dobavljača ili može obavestiti dobavljača da se roba odbacuje nakon čega će Roba biti uskladištena na trošak i rizik Dobavljača.</p>

§ 4 Warranty, including statutory warranty	§ 4 Garancija, uključujući zakonsku garanciju
1. Customer will have all statutory warranty for defects rights in relation to Goods as per applicable law.	1. Kupac će imati svu zakonsku garanciju na nedostatke na isporučena dobra kao i prava po važećem zakonu.
2. If a complaint is not dealt with within 14 days from receipt, Supplier will pay Customer a contractual penalty at 5% of net order value per each week started of the complaint processing delay, but no more than 20% of net order value. If Customer incurs a loss due to a delay in complaint processing, Customer may rely on the general rules of law to seek damages without prejudice of the agreed delay penalty.	2. Ako se reklamacija ne reši u roku od 14 dana od dana prispeća, Dobavljač će platiti Kupcu ugovornu kaznu od 5% neto vrednosti narudžbenice za svaku nedelju kašnjenja počevši od datuma prigovora, ali ne više od 20% neto vrednosti narudžbenice. Ako Kupac pretrpi gubitak zbog kašnjenja pri procesuiranju reklamacije, Kupac može opštim zakonskim pravilima tražiti naknadu štete, bez obzira na ugovorene kazne.
3. In the event of Customer's withdrawal from an order or Contract, Customer may, without limitation, charge Supplier a fee for the storage of any Goods that have not been taken back.	3. U slučaju odustajanja Kupca od narudžbenice ili Ugovora, Kupac može, bez ograničenja, naplatiti dobavljaču naknadu za skladištenje svih Roba koja nisu preuzete nazad.
4. Unless an order or Contract between Customer and Supplier provides otherwise, Supplier grants to the Customer a quality warranty for the Goods that have been delivered, for at least 3 years from being released to Customer. Where a supply involves services, Supplier's warranty covers the entire scope of the services, i.e. both individual materials, devices or subassemblies (even if manufacturer's warranty was different) and related incorporation, processing, assembly or installation work. Under the warranty, Customer may, at his own discretion, demand that the physical defect of the Goods is remedied or that defect-free Goods are delivered. If Customer invokes the warranty, Supplier must take back the defective Goods from Customer's warehouse and redeliver defect-free Goods. As part of his remedies, Customer may have third parties remedy the defect at Supplier's cost and risk, without having to request Supplier to do so. Together with Goods, Supplier will deliver to Customer a warranty certificate to confirm Customer's rights.	4. Ako Naružbenicom ili Ugovorom između Kupca i Dobavljača nije drukčije određeno, dobavljač daje Kupcu garanciju kvaliteta za robu koja je isporučena, na najmanje 3 godine od dana isporuke. Ako isporuka uključuje usluge, garancija od dobavljača pokriva celokupni opseg usluga, tj sve pojedinačne materijale, uređaje ili delove (čak i ako je garancija proizvođača drugačija) ugradnju, obradu, montažu ili instalacijske radove. Pod garancijom, Kupac može, po vlastitom nahođenju, zahtevati da se fizički defekt robe otkloni ili da se isporuči ispravna Roba. Ako se Kupac poziva na garanciju, Dobavljač mora vratiti neispravnu robu iz skladišta kupca i isporučiti ispravnu Robu. U okviru svojih pravnih lekova, Kupac može unajmiti treće strane da otklone nedostatke na trošak i rizik Dobavljača, pri čemu ne mora da traži od dobavljača da to učini. Zajedno s robom, Dobavljač će dostaviti Kupcu garancioni sertifikat kojim će potvrditi prava Kupca.

5. Customer reserves the right to withhold payment or make a deduction from payment for Goods for which he pursues claims under any of sub-paragraphs 1 to 4.	5. Kupac zadržava pravo da obustavi plaćanje ili umanji plaćanja za Robu za koju ima potraživanje po bilo kojim tačkama paragrafa od 1-4.
6. Supplier will be liable for acts, defaults, negligence and duties of his suppliers, subcontractors, agents, employees, workers or other contractors as if they were his own acts, defaults, negligence or duties. Supplier shall in any case be responsible for any loss or injury to people or damage to property caused by faults in supplied Goods. Any subcontracting must be approved in writing by the Customer.	6. Dobavljač će biti odgovoran za dela, nedostatke, nemar i dužnosti njegovih dobavljača, kooperanata, agenata, zaposlenih, radnika i drugih izvođača kao da su to njegova vlastita dela, greške, nemar ili dužnosti. Dobavljač će u svakom slučaju biti odgovoran za bilo kakav gubitak ili povredu ljudi ili štetu na imovini uzrokovanu greškama na isporučenoj robi. Svako podugovaranje mora biti odobreno u pisanom obliku od strane Kupca.
§ 5 Weighing services	§ 5 Usluga vaganja
1. Customer may charge Supplier for weighing services on Customer's premises at Customer's prices.	1. Kupac može naplatiti Dobavljaču za uslugu vaganja na lokaciji Kupca po cenovniku Kupca.
§ 6 Settling accounts with Supplier	§ 6 Podmirivanje računa sa Dobavljačem
1. Unless an order provides otherwise, any prices stated in the order are fixed prices ex warehouse or Customer's site. If there is a price reduction between Customer's submission of an order and the delivery of the Goods, Supplier will appropriately reduce the price earlier agreed in the order. Supplier is not entitled to increase the order price if the price for the Goods is increased between Customer's submission of the order and the delivery of the Goods.	1. Osim ako Narudžbenicom nije drugačije određeno, sve cene navedene na narudžbenici su fiksne cene FCA ili DAP skladište Kupca. Ako dođe do redukcija cene nakon podnošenja Narudžbenice od strane Kupca i isporuku robe, Dobavljač će na odgovarajući način smanjiti ranije dogovoreno cene po Narudžbenici. Dobavljač nema pravo na povećanje cene robe, u slučaju povećanja cene robe u periodu između podnošenja narudžbenice od strane Kupca i isporuke robe.
2. Order prices include appropriate packaging and packaging will, without limitation, comply with applicable marking and labelling regulations. Order price cover all obligations, actions and burdens needed to fully perform the order.	2. Cene na Narudžbenici uključuju odgovarajuću ambalažu koja, bez ograničenja, mora biti u skladu sa važećim propisima, označena i obeležena. Cene na Narudžbenici pokrivaju sve obaveze, akcije i opterećenja potrebna za potpuno poštovanje Narudžbenice.
3. Any prices and rebates for an order will apply also to changed orders and follow-up/additional orders.	3. Sve cene i rabati za Narudžbenicu će se primenjivati i na promenjene Narudžbenice i naknadne / dodatne Narudžbenice.
4. Orders are invoiced on the basis of acceptance certificates signed in relation to Goods by Supplier and Customer. The fact that no claims are raised by Customer in an acceptance certificate in relation to defective Goods will not prevent him from raising such claims later if the defects only become apparent after acceptance or were concealed by Supplier.	4. Narudžbenice će se fakturisati na osnovu potvrde prihvatanja robe od strane Dobavljača i Kupca. Činjenica da nema potraživanja od strane Kupca u potvrdi o prihvatanju koje se odnosi na oštećenu robu, neće sprečiti podizanje takvog potraživanja kasnije ukoliko su primećeni nakon prihvatanja ili su bili prikriiveni od strane Dobavljača.

<p>5. In the event of orders relating to regular deliveries, Customer's payments will be made on the basis of summary invoices issued by Supplier on a monthly or weekly basis, as agreed with Customer.</p>	<p>. U slučaju Narudžbi koji se odnose na redovne isporuke, Kupac će isplatu izvršiti na osnovu zbirnih računa izdatih od strane Dobavljača na mesečnom ili nedeljnom nivou, kao što je dogovoreno sa Kupcem.</p>
<p>6. Where pricing is stated in a foreign currency, Customer and Supplier will settle mutual accounts according to the published average (middle) exchange rate of the National Bank of Serbia ("Bank") applicable as at the date of the business day preceding the invoice date. Supplier must make sure the invoice refers to an exchange rate and an Bank table of exchange rates according to which the Parties will settle their mutual accounts. Supplier will not charge Customer for any price differences resulting from foreign exchange differences.</p>	<p>6. Ako se navodi cena u stranoj valuti, Kupac i Dobavljača će uskladiti međusobne račune prema objavljenom prosečnom (srednjem) kursu Narodne banke Srbije ("Banka") važećem na dan koji prethodi datumu računa. Dobavljač se mora pobrinuti da se račun slaže sa kursom banke prema kojima će stranke rešiti svoje međusobne račune. Dobavljač neće naplatiti Korisniku razlike u cenama koje proizlaze iz kursnih razlika.</p>
<p>7. Where a delivery is for Goods with a net value of more than 20 000 EUR (or equivalent in a foreign currency), Customer reserves the right to retain 10% of such net value as a security for any claims he may have under §4 of the Conditions, for 1 year from the passage of risk of accidental loss of or damage to the Goods.</p>	<p>7. Ako je isporučena roba u neto vrednosti višoj od 20 000 EUR (ili protivvrednost u stranoj valuti), Kupac zadržava pravo zadržati 10% od neto vrednosti kao osiguranje za sva potraživanja koja on može imati prema članu § 4 Uslova, za period od godinu dana od prestanka rizika od gubitka ili oštećenja Roba.</p>
<p>8. Supplier's receivables resulting from his completed orders may be offset by Customer against amounts payable by Supplier to the following companies ("Kronospan Entities"): Kronospan SRB d.o.o. Customer may offset any amounts payable by Supplier under Contract, order and/or the Conditions against any Supplier's receivables due from companies of the Kronospan Entities.</p>	<p>8. Potraživanja od Dobavljača koja proizlaze iz izvršenih narudžbenica mogu se umanjiti od strane Kupca u sledećim kompanijama: („Kronospan entiteti,„): Kronospan SRB d.o.o. Kupac može da nadoknadi bilo koji iznos koje Dobavljač plati po ugovoru, narudžbarnici i/ili Uslova protivno bilo kom potraživanju Dobavljača od kompanija iz Kronospan entiteta.</p>
<p>9. Supplier undertakes that the terms offered for supplies of his Goods to the companies mentioned in sub-paragraph 8 will be no worse than those offered to Customer.</p>	<p>9. Dobavljač se obavezuje da uslovi koje je ponudio za isporuku svoje Robe gore navedenim kompanijama u pod-paragrafu 8. neće biti gori od onih koje je ponudio Kupcu.</p>
<p>§ 7 Payment terms</p>	<p>§7 Uslovi plaćanja</p>
<p>1. Customer will pay for delivered Goods using non-cash payment, that is by a bank transfer to Supplier's bank account.</p>	<p>1. Kupac će platiti za isporučena dobra korišćenjem bezgotovinskog plaćanja, odnosno putem bankovnog transfera na bankovni račun Dobavljača.</p>

<p>2. Unless the contract with Supplier provides otherwise, payment for purchased Goods will be made on the next 15th or last day of the month, following the time for payment as agreed in the order which shall be counted from the later of the date indicated in the Goods acceptance certificate or the invoice receipt date. If Customer pays for received Goods at least 14 days earlier than as agreed in the order, Supplier will grant Customer a discount of at least 3%. This discount may, based on individual written agreement between Customer and Supplier, be replaced with an extra rebate in addition to the rebates set out in §8 of the Conditions.</p>	<p>2. Osim ako Ugovorom sa dobavljačem nije drugačije određeno, plaćanje za kupljenu Robu obavice se sledećeg 15. ili zadnjeg dana u mesecu,prateći vreme za plaćanje koje je dogovoreno u Narudžbenici a koje će se računati od kasnijeg datuma navedenog u potvrdi o prihvatanju Robe ili po datumu prispeća računa. Ako Kupac plaća za primljenu Robu najmanje 14 dana ranije nego što je dogovoreno u narudžbenici, Dobavljač će odobriti Kupcu popust od najmanje 3%. Ovaj se popust može, na osnovu individualnog pisanog sporazuma između Kupca i Dobavljača, biti zamenjen dodatnim rabatom iz § 8 Uslova.</p>
<p>3. Payment for the Goods may be made at a different date on receipt of Customer's written consent.</p>	<p>3. Plaćanje za Robu može biti izvršeno nekog drugog datuma po prispeću pisane suglasnosti Kupca.</p>
<p>4. Payment is deemed to be made at the date of the debit to Customer's bank account.</p>	<p>4. Smatraće se da je plaćanje izvršeno danom uplate na bankovni račun Kupca</p>
<p>5. Customer may make a setoff against amounts due to Supplier for any amounts due to Customer in connection with an order or order fulfilment, even if such amounts are not enforceable.</p>	<p>5. Kupac može izvršiti kompenzaciju Obaveze prema dobavljaču na sve iznose prema Kupcu u vezi sa Narudžbenicom ili ispunjenjem Narudžbenice, čak i ako ti iznosi nisu obavezujući.</p>
<p>§ 8 Force majeure</p>	<p>§ 8 Viša sila</p>
<p>1. Neither of the parties is liable for damage suffered due to force majeure circumstances.</p>	<p>1. Niti jedna od strana nije odgovorna za štetu nastalu zbog više sile.</p>
<p>1. The party for which it becomes impossible to meet its contractual obligations due to force majeure circumstances, shall notify of that the other party in writing latest 14 days as of the date of the beginning of such circumstances. The obligation to provide such notices shall apply also to an information that such circumstance is no longer present. Lack of notification from the party to which it becomes impossible to fulfil its contractual obligations due to force majeure circumstances shall deprive this party of the right to refer to force majeure circumstances in order to be released from its liability.</p>	<p>2. Stranka koja ne bude u mogućnosti da ispuni svoje ugovorne obaveze zbog više sile, obavestiće o tome drugu stranku u pisanom obliku najkasnije 14 dana od dana početka takvih okolnosti. Obaveza davanja takvog obaveštenja primjenjuju se i na informaciju da takva okolnost više nije prisutna. Nedostatak obaveštenja od strane stranke koja više ne može ispunjavati svoje ugovorne obaveze zbog više sile uskratiće pravo te stranke da se poziva na više sile kako bi se lišila svoje odgovornosti.</p>
<p>3. When force majeure circumstance occurs the time stipulated for fulfilment by the parties of their obligations hereunder shall be extended for the period during which the above circumstances or their consequences last.</p>	<p>3. Kad nastanu okolnosti više sile vreme predviđeno za ispunjenje obaveza Stranaka po ovom Ugovoru će se produžiti za razdoblje trajanja gore navedenih okolnosti ili za vreme trajanja posledica.</p>

4. If suspension caused by force majeure lasts more than 30 days, the party which is not affected by force majeure circumstance is entitled to withdraw from, a part or the entire, order without granting an additional period but , with the exclusion of any further indemnity.	4. Ako odlaganje izvršenja zbog više sile traje više od 30 dana, stranka koja nije pod uticajem okolnosti više sile ima pravo povući se iz dela ili cele Narudžbenice, bez odobrenja dodatnog razdoblja za izvršenje, ali uz isključenje bilo kakvog odštetnog zahteva.
§ 9 Final provisions	§ 9 Završne odredbe
1. Supplier is not entitled to assign his rights or duties in relation to Customer without Customer's prior written consent. Signing a Contract in accordance with the Conditions means that Supplier gives unconditional consent to assign any rights or duties of a Kronospan Entity to Customer.	1. Dobavljač nema pravo dodeliti svoja prava ili dužnosti u odnosu na Kupca, bez prethodnog pisanog pristanka Kupca. Potpisivanje ugovora u skladu sa uslovima znači da dobavljač daje bezuslovni pristanak za dodeljivanje prava ili dužnosti Kronospan entiteta Kupcu.
2. Supplier will maintain the secrecy of order terms agreed with Customer and of any Customer-related information which comes to Supplier's attention when negotiating or fulfilling an order. Supplier may disclose such information only on receipt of Customer's written consent or if required by mandatory provisions of law. In the event of a breach of the above obligations, Supplier will pay Customer a contractual penalty of 5000 EUR for each breach. If Customer incurs a loss due to Supplier's breach of the foregoing obligations, Customer may rely on the general rules of law to seek to damages without prejudice of the agreed delay penalty. Customer may seek damages from Supplier for actual (direct) damages, for consequential (indirect) damages and lost profits.	2. Dobavljač će držati u tajnosti uslove Narudžbenice dogovorene sa Kupcem i bilo kakve informacije vezane za Kupca koje dolaze od strane Dobavljača kada se pregovara ili izvršava Narudžbenica. Dobavljač može otkriti takve informacije samo po prispeću pisanog pristanka Kupca ili ako to zahtevaju obavezne odredbe zakona. U slučaju kršenja navedenih obveza, Dobavljač će platiti Kupcu ugovornu kaznu od 5000 eura za svako kršenje. Ako Kupac snosi gubitak zbog povrede prethodno navedenih obaveza Dobavljača , Kupac se može osloniti na opšta prava da traži naknadu štete bez obzira ugovorene penale. Kupac može tražiti naknadu štete od dobavljača za stvarne (direktne) štete, za posledične (indirektne) štete i izgublenu dobit.
3. Supplier must maintain business liability insurance for at least 100% of Customer order value. If so requested by Customer, Supplier must submit to him copies of relevant insurance documents.	3. Dobavljač je dužan imati Osiguranje od odgovornosti na najmanje 100% vrednosti narudžbenice. Ako to zatraži kupac, dobavljač mora dostaviti kopije relevantnih dokumenata osiguranja.
4. The Conditions are an integral part of any orders for Goods made with Supplier by Customer's authorised staff and of any contracts between Customer and Supplier.	4. Uslovi su sastavni deo svake Narudžbenice za Robu ugovorene sa Dobavljačem od strane ovlašćenog osoblja Kupca i svih ugovora između Kupca i Dobavljača

5. Any matters that have not been addressed will be governed by the Serbian legislation.	5. O svim ppitanjima koja nisu predviđena odluka će se doneti prema Srpskim zakonima.
6. All disputes arising in connection with the Conditions or with Contracts entered into on their basis will be submitted to a court of jurisdiction at the location of Customer's registered office.	6. Svi sporovi koji nastanu u vezi s Uslovima i Ugovorima će se dostaviti i rešavati na sudu nadležnom u sedištu Kupca.
7. The Conditions become effective on 01.01.2017 and will apply to all sales and supplies of Goods entered into by Customer after that date.	7. Uslovi stupaju na snagu 2017/01/01, i primenjivće se na sve prodaje i isporuke dobara koje su podnesene od strane Kupca nakon tog datuma.
8. The Conditions are also available at www.kronospan-express.com/terms_and_conditions/terms_and_conditions.html	8. Uslovi su takođe dostupni na www.kronospan-express.com/terms_and_conditions/terms_and_conditions.html
9. The Conditions has been issued in English and Serbian language version. In case of any language discrepancies, the Serbian version shall prevail.	9. Uslovisu su izdati na engleskom i srpskom jeziku. U slučaju bilo kakvih jezičkih odstupanja, Srpska verzija će prevladati.