

## OPŠTI USLOVI PRODAJE

### 1. Područje primene

Sve ispruke robe i usluga u vezi sa robom koje vrši Flint Group Balkan d.o.o. Gornji Milanovac ("Prodavac") kupcu/kupcima biće vrštene isključivo na osnovu ovih opštih uslova prodaje, koji se s vremena na vreme mogu menjati ("OUP"). Svako pozivanje kupca na njegove opšte uslove neće proizvoditi dejstvo u transakciji izvršenoj na osnovu ugovora između Prodavca i kupca, kao ni na ove OUP. OUP će se primenjivati sve buduće poslove. Bilo koje odstupanje od OUP moguće je isključivo uz izričitu pisanu saglasnost Prodavca.

### 2. Ponuda i prihvatanje

Prodavčeve ponude nisu obavezujuće već predstavljaju poziv kupcu da podnese obavezujuću ponudu. Ugovor se smatra sklopljenim kada kupac podnese ponudu a Prodavac je prihvati. U slučaju da prihvaćena ponuda odstupa od same ponude učinjene od strane kupca, takav dokument o prihvatanju ponude predstavlja novu neobavezujuću ponudu Prodavca.

### 3. Kvalitet, modeli i uzorci proizvoda; garancije

- 3.1 Osim ukoliko nije drugačije ugovoreno, kvalitet robe biće utvrđen od strane Prodavca posredstvom specifikacija proizvoda kao i Tehničkim Podacima (*Technical Datasheet*), osim ukoliko se strane pisanim putem ne dogovore drugačije.

## GENERAL CONDITIONS OF SALE

### 1. Scope of Application

All supplies and services associated with and provided by Flint Group Balkan d.o.o. Gornji Milanovac ("Seller") to buyer(s) shall be governed exclusively by these General Conditions of Sale, as amended from time to time ("GCS"). Any references made by a buyer to its general terms and conditions shall be without effect to transactions executed under the agreement between the Seller and a buyer and these GCS. The Seller's GCS shall also apply to all future business. Any deviation from these GCS require the explicit written approval by the Seller.

### 2. Offer and Acceptance

The Seller's quotations are not binding offers but must be seen as invitations to a buyer to submit a binding offer. The contract is deemed concluded once the Seller's accept a buyer's order (offer). In case the Seller's acceptance differs from the order-offer made by the buyer, such acceptance constitutes a new non-binding offer by the Seller.

### 3. Product quality, Specimens and Samples; Guarantees

- 3.1 Unless otherwise agreed, the quality of the goods is determined by the Seller's product specifications, defined in Seller's Technical Datasheet(s), unless agreed otherwise in writing.

**3.2** Karakteristike modela i uzoraka biće obavezujuće samo u onoj meri u kojoj je izričito dogovorenod da oni predstavljaju definiciju kvaliteta robe, u suprotnom će se smatrati da su dati radi obaveštenja.

**4. Savet**

Svaki savet Prodavca u vezi robe i prodaje koji su predmet ovih OUP dat je u dobroj veri i u skladu sa njegovim najboljim saznanjima. Svaki savet i informacije koje se odnose na adekvatnost i upotrebu robe ne oslobađaju Kupca obaveze da sprovede sopstvena ispitivanja i testove.

**5. Cene**

Ukoliko Prodavac promeni cene ili uslove plaćanja u periodu između datuma sklapanja ugovora i otpreme robe, Prodavac može primenjivati cenovnik ili uslove plaćanja koji su na snazi na datum otpreme robe. U slučaju povećanja cena ili uslova plaćanja, Kupac ima pravo da odustane od ugovora uz obavezu da Prodavcu obavesti o tome u roku od 14 dana od prijema obaveštenja o povećanju cena.

**6. Isporuka**

Isporuka će se vršiti na način utvrđen ugovorom. Opšti uslovi trgovanja tumačiće se u skladu sa poslednjom verzijom INTOTERMS uslova koji su na snazi da datum sklapanja ugovora.

**7. Oštećenje robe tokom transporta**

**3.2** The properties of specimens and samples are binding only if they have been explicitly agreed to define the quality of the goods, otherwise it shall be regarded that they were provided solely for informational purposes.

**4. Advice**

Any advice rendered by the Seller in relation to the goods the sale of which is subject to these GCS is given in good faith and to the best of his knowledge. Any advice and information with respect to suitability and application of the goods shall not relieve a buyer from undertaking his own investigations and tests.

**5. Prices**

If the Seller's prices or the Seller's terms of payment are altered between the date of a contract and the date of a dispatch, the Seller may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase or alteration of the payment terms, a buyer is entitled to withdraw from the contract by giving notice to the Seller within 14 days after notification of the price increase.

**6. Delivery**

A Delivery shall be effectuated as agreed in the contract. General commercial terms shall be interpreted in accordance with the latest version of the INCOTERMS in force on the date the contract is concluded.

**7. Damage in Transit**

Kupac je dužan da obaveštenje o reklamacijama nastalim usled oštećenja robe tokom transporta podnese direktno prevozniku u roku naznačenom u ugovoru o prevozu robe, s tim da jedan primerak obaveštenja mora biti poslat Prodavcu.

#### **8. Ambalaža**

- 8.1** Prodavac je dužan da robu isporučuje u standardnoj ambalaži.
- 8.2** Ukoliko je roba isporučena u povratnoj ambalaži, ova ambalaža mora biti ispraznjena i vraćena bez troškova prevoza u roku od 30 dana od prijema proizvoda. Kupac će snositi finansijsku odgovornost za svaki gubitak i štetu nastalu na povratnoj ambalaži za koju snosi odgovornost. Povratna ambalaža se ne može koristiti u druge svrhe niti za druge proizvode. Takva ambalaža se mora koristiti isključivo za prevoz proizvoda koji se isporučuju. Zabranjeno je uklanjanje ozнакa sa takve ambalaže.
- 8.3** Prodavac nije u obavezi da primi jednokratnu ambalažu.

#### **9. Usaglašenost sa zakonima**

Notice of claims arising out of damage in transit must be lodged by a buyer directly with the carrier within the period specified in the underlying carriage contract , whereby the Seller must be provided with a copy of such notice of claims.

#### **8. Packaging**

- 8.1** Seller shall deliver its goods in a standardized packing material.
- 8.2** If the goods are delivered in returnable containers, these containers must be emptied and returned carriage-free within 30 days of receipt of the goods. Buyer shall be liable for any loss and damage to the returnable containers for which he is responsible. Returnable containers must not be used for other purposes or other products. They are to be used exclusively for the transit of the products delivered. Labeling must not be removed.
- 8.3** Seller shall not take back disposable packaging.
- 9. Compliance with Legal Requirements**

- 9.1** Kupac je odgovoran za usklađenost sa svim primenjivim zakonima, pravilima, odredbama i administrativnim zahtevima koji su povezani sa njegovim aktivnostima prema ugovoru uključujući one koji propisuju prekograničnu prodaju, uvoz, skladištenje, prevoz, transfer proizvoda, ekonomske sankcije i kontrole izvoza. Prethodno navedeno izričito uključuje sve primenjive zakone protiv mita i korupcije, uključujući bez ograničenja the Bribery Act 2010 (U.K.) (Zakon protiv mita 2010 (Ujedinjeno Kraljevstvo)), the U.S. Foreign Corrupt Practices Act 1977 (američki Zakon protiv korupcije u instranstvu 1977) i bilo koje dodatne zakone protiv mita, korupcije, komercijalnog mita, pranja novca ili finansiranja terorista koji se primenjuju na Kupca. Prethodno navedeno takođe uključuje sve primenjive zakone o kontroli izvoza i o ekonomskim sankcijama.
- 9.2** Bez ograničavanja prethodno pomenutog, Kupac se slaže da neće prevoziti ili preusmeriti bilo koju robu u Kubu, Siriju, Iran, Severnu Koreju ili Krim ili prema vladama tih država. Kupac se takođe slaže da neće prodavati robu klijentu za upotrebu vezanu za širenje oružja za masovno uništenje, uključujući projektilе, nuklearno, hemijsko ili biološko oružje. Na kraju, Kupac neće prevoziti Robu za preprodaju, direktnu ili indirektnu, klijentu ili preko klijenta koji je lice ili entitet: (a) na konsolidovanoj listi lica, grupa ili entiteta koja podležu finansijskim sankcijama EU
- 9.1** The Buyer is responsible for compliance with all applicable laws, rules, regulations and administrative requirements with respect to its activities pursuant to the contract, including those governing trans-border sales, importation, storage, shipment, transfers of products, economic sanctions, and export controls. The foregoing expressly includes all applicable anti-bribery and corrupt practices laws, including without limitation the Bribery Act 2010 (U.K.), the U.S. Foreign Corrupt Practices Act 1977, and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to the Buyer. The foregoing also includes all applicable export control and economic sanctions laws.
- 9.2** Without limiting the foregoing, the Buyer agrees that it will not ship or divert any Goods to Cuba, Syria, Iran, North Korea or Crimea or the respective governments of those countries. The Buyer also agrees that it will not sell any Goods to a customer for use in connection with the proliferation of weapons of mass destruction, including missiles, nuclear, chemical or biological weapons. Finally, the Buyer will not ship any Goods for resale, directly or indirectly, to or through, any customer that is a person or entity: (a) on the Consolidated List of Persons, Groups and Entities Subject to EU

([https://eeas.europa.eu/headquarters/headquartershomepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquartershomepage/8442/consolidated-list-sanctions_en)); (b) na listi američkog Ministarstva finansija, Kancelarije za kontrolu imovine u inostranstvu specijalno označenih lica i blokiranih lica (<https://sanctionssearch.ofac.treas.gov/>); (c) na listi američkog Ministarstva trgovine, Biroa za industriju i bezbednost za stranke i lica kojima je odbijen pristup([http://apps.export.gov/cslsearch#/csl-search; https://www.bis.doc.gov/index.php/forms-documents/doc\\_view/691-supplement-no-4-to-part-744-entity-list](http://apps.export.gov/cslsearch#/csl-search; https://www.bis.doc.gov/index.php/forms-documents/doc_view/691-supplement-no-4-to-part-744-entity-list)); or (d) kome je inače zakonom zabranjeno da primi tu robu. Kupac neće učiniti ništa što bi Prodavca izložilo sankcijama po prethodno pomenutim zakonima, pravilima, odredbama i administrativnim zahtevima uključujući zakone, pravila, odredbe i administrativne zahteve Sjedinjenih Američkih Država, Ujedinjenog Kraljevstva i Evropske Unije.

Financial Sanctions  
([https://eeas.europa.eu/headquarters/headquartershomepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquartershomepage/8442/consolidated-list-sanctions_en)); (b) on the U.S. Treasury Department's Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons (<https://sanctionssearch.ofac.treas.gov/>); (c) on the U.S. Commerce Department's Bureau of Industry and Security's Denied Parties List or Entity List ([http://apps.export.gov/csl-search#/csl-search; https://www.bis.doc.gov/index.php/forms-documents/doc\\_view/691-supplement-no-4-to-part-744-entity-list](http://apps.export.gov/csl-search#/csl-search; https://www.bis.doc.gov/index.php/forms-documents/doc_view/691-supplement-no-4-to-part-744-entity-list)); or (d) that is otherwise prohibited by law from receiving the Goods. The Buyer shall take no action which would subject the Seller to penalties under the aforementioned laws, rules, regulations, or administrative requirements, including laws, rules, regulations, or administrative requirements of the United States, the United Kingdom, and the European Union.

## 10. Kašnjenje s plaćanjem

- 10.1** Propust da se izvrši plaćanje u vezi sa kupovinom robe do datuma dospeća takvih iznosa smatraće se bitnom povredom ugovornih obaveza.
- 10.2** U slučaju kašnjenja sa plaćanjem iz člana 10.1 kupac će pored kupoprodajne cene dugovati Prodavcu zakonsku zateznu kamatu.

## 10. Delay in Payment

- 10.1** A Buyer's failure to pay the purchase price by the due date constitutes a material breach of the buyer's contractual obligations.
- 10.2** In the event of a delay in payment referred to under Section 10.1, in addition to the purchase price, the buyer owes to the Seller a statutory default interest rate.

<b>11.</b>	<b>Prava kupca u pogledu robe sa nedostacima</b>	<b>11.</b>	<b>Buyer's Rights Regarding Defective Goods</b>
<b>11.1</b>	Kupac mora obavestiti Prodavca o bitnim nedostacima kupljene robe koje kupac otkrije uobičajenim pregledom bez odlaganja, a najkasnije u roku od 8 dana od učinjenog pregleda. Obaveštenje mora biti u pisanoj formi i mora sadržati precizan opis prirode i razmere takvih nedostataka. Obaveštenje mora biti poslato Prodavcu preporučenom poštom.	<b>11.1</b>	A buyer must notify the Seller of significant defects in the purchased goods, which the buyer discovered during routine inspection, without delay, but not later than 8 days after they have been discovered. Such notification must be made in writing and must precisely describe the nature and extent of the defects and a call to the Seller to inspect the goods. The notification must be sent to the Seller via registered mail.

<b>11.2</b>	Prodavac ne odgovara za neznatne materijalne nedostatke.	<b>11.2</b>	The Seller is not liable for insignificant defects on goods.
	Ukoliko roba sadrži bitne nedostatke o kojima je Prodavac uredno obavešten u skladu sa članom 11.1, Prodavac će imati pravo da izabere da li će otkloniti takve nedostatke ili će isporučiti drugu robe bez nedostataka.		In case of significant defects of which the Seller was duly notified in line with Section 11.1 above, the Seller has the right to choose whether to remedy the defects or supply a buyer with non-defective replacement good.
	Ukoliko Prodavac izabere da otkloni nedostatke umesto da isporuči drugu robu bez nedostataka, a nedostatak ne može biti otklonjen od strane Prodavca u roku od 60 dana, kupac može raskinuti ugovor ili zahtevati smanjenje kupoprodajne cene.		If the Seller opted to remedy a defect instead of providing a non-defective replacement good to the buyer, and the respective defect could not have been remedied by the Seller within further 60 days, a buyer may either withdraw from the contract or demand a reduction in the purchase price.
	U vezi sa potraživanjima koje se tiču isplate naknada i refundiranja troškova nastalih u vezi sa nedostacima, primenjuvaće se odredbe člana 12.		With regard to claims for compensation and reimbursement of expenses on a defect, item 12 applies.
	Prodavac ne odgovara za skrivene nedostatke koji budu otkriveni nakon 6 meseci od isporuke robe.		The Seller is not liable for hidden defects which are discovered after expiry of 6 months from the date of delivery of goods.
<b>11.3</b>	Kupac ne može isticati potraživanja u vezi robu sa nedostacima nakon proteka perioda od godinu dana od slanja obaveštenja u skladu sa članom 11.2, pod uslovom da Prodavac nije znao za nedostatke u vreme prodaje.	<b>11.3</b>	A buyer's claims for defects in goods are precluded upon expiry of one year from the date of dispatch of a notification on defects in line with Section 11.2 above, provided that the Seller was not aware of such defects in goods at the time of the sale.
<b>12.</b>	<b>Odgovornost</b>	<b>12.</b>	<b>Liability</b>

<b>12.1</b>	Prodavac načelno snosi odgovornost za radnje koje sam preduzima kao i za one koje preduzimaju njegovi zakonski predstavnici, članovi osoblja i treća lica koja koristi u izvršavanju ugovornih obaveza kao i njegovi posrednici.	<b>12.1</b>	In principle, the Seller shall be liable for his own actions, as well as for those of its legal representatives, members of his staff and third parties whom it uses to perform its contractual duties and vicarious agents.
<b>12.2</b>	U slučaju povrede bitnih ugovornih obaveza, odgovornost za gubitke nastale usled greške u zaključenju ugovora, kašnjenje, neadekvatno izvršenje i štetne radnje biće ograničene na stvarnu štetu i Prodavac neće biti u obavezi da kupcu nadoknadi bilo koju izmaklu korist.	<b>12.2</b>	In the event of a breach of significant contractual obligations by the Seller, the liability for losses arising out of the Seller's " <i>culpa in contrahendo</i> ", delay, defective performance and/or tortious acts shall be confined to the actual losses and the Seller shall not be obliged to reimburse to the buyer any lost profits.
<b>12.3</b>	Prodavac neće odgovarati za štetu iz kršenja ugovornih obaveza nastalu iz običnog nehata.	<b>12.3</b>	The Seller shall not be liable for breach of its contractual obligations resulting from ordinary negligence.
<b>12.4</b>	Gore navedena ograničenja u pogledu odgovornosti neće se primenjivati u slučajevima fizičkih povreda, opasnosti po život i narušavanja zdravlja.	<b>12.4</b>	The above stated liability restrictions shall not apply in cases of personal injury, harm of life and harm to health.
<b>13.</b>	<b>Prebijanje</b>	<b>13.</b>	<b>Set-off</b>
	Kupac može izvršiti prebijanje potraživanja od Prodavca isključivo ukoliko je Prodavac priznao takva potraživanja, ili ih je utvrdio sud pravnosnažnom i izvršnom presudom.		A buyer may only set off its claims against the Seller if such claims have been recognized by the Seller or by the court, in a final and enforceable court decision.
<b>14.</b>	<b>Instrumenti obezbeđenja</b>	<b>14.</b>	<b>Security</b>

Ukoliko nakon zaključenja ugovora koji predviđa isplatu u ratama, nastane osnovana sumnja da će kupac blagovremeno izvršavati plaćanja kupoprodajne cene, Prodavac može izmeniti uslove plaćanja. U takvom slučaju, Prodavac može usloviti dalje isporuke avansnim plaćanjem ili dostavljanjem instrumenata obezbeđenja od strane kupca. U takvom slučaju kupac neće imati prava predviđena članom 5 ovih OUP. Smatraće se da gore navedena osnovana sumnja postoji ukoliko kupac blagovremeno ne izvrši bilo koje plaćanje i/ili mu preti nemogućnost plaćanja i/ili likvidacija ili stečaj.

## **15. Zadržavanje prava svojine**

- 15.1** Roba će ostati u svojini Prodavca sve dok Kupac ne izmiri sva potraživanja nastala u poslovnom odnosu sa Prodavcem.

Na zahtev Prodavca, Prodavac i kupac će pred sudom, o trošku kupca, overiti ugovor kojim se predviđa zadržavanje prava svojine.

If after conclusion of the agreement, which provides payment in arrears, a reasonable doubt arises as to a buyer's ability to duly and timely effectuate payments of the purchase price, the Seller may amend the agreed payment terms. In such case, the Seller may condition further deliveries on advance payments or provision of security instruments by a buyer to the Seller. In such case, the buyer shall not have the rights stipulated under Section 5 of these GCS. It shall be considered that the above referred reasonable doubt exists when the buyer failed to effectuate any payment of the purchase price on time and/or is facing illiquidity and/or liquidation or bankruptcy.

## **15. Retention of Title**

- 15.1** The goods shall remain the property of the Seller until all claims from the business relationship with the Seller have been complied with.

- 15.2** Upon the request of the Seller, the Seller and the buyer shall notarize before the court, at buyer's expense, agreement that provides for the retention of title.

- 15.2** U slučaju da kupac prerađuje, povezuje ili meša robu na kojoj je Prodavac zadržao svojinu, Prodavac će imati susvojinu na takvoj novoj robi a srazmerno fakturisanoj vrednosti robe na kojoj Prodavac zadržava svojinu. U slučaju da Prodavac ipak izgubi svojinu na određenoj robi usled prerade, povezivanja ili mešanja, smatraće se da je kupac ustupio Prodavcu (su)svojinu nad drugim, novim zalihama ili robom u visini fakturisane vrednosti robe na kojoj Prodavac zadržava svojinu. Kupac će bez nadoknade skladištiti svu robu na kojoj je Prodavac stekao (su)svojinu na ovaj način.
- 15.3** If a buyer processes, connects, or mixes the retention-of-title goods, the Seller shall receive co-ownership in the new goods in the amount equal to the invoice value of such retention-of-title goods. However, if the Seller loses its title to certain goods due to processing, connection or mixing, then it shall be considered that a buyer assigned to the Seller the (co-)ownership in the new stock or the goods in the amount equal to the invoice value of the retention-of-title goods. Buyer shall store all goods with (co-)ownership of Seller for Seller free of charge.
- 15.4** A buyer shall only be entitled to resell the retention-of-title goods in the framework of a proper business operation and only if the buyer has not defaulted [under the original sale agreement with the Seller]. The Seller shall be informed immediately about any distraints of or other access to the retention-of-title goods by a third party. As a precautionary measure, the buyer herewith assigns all purchase price claims from the resale of the retention-of-title goods to Seller, including all side claims. The buyer must notify its respective clients on the assignment made on the basis of this paragraph. Buyer shall be entitled to collect the claims assigned to the Seller until revocation by Seller.

- 15.4** U slučaju da će moguća vrednost sredstava obezbeđenja Prodavca zbirno biti veća od ustupljenih potraživanja za više od 20 procenata, Prodavac će biti dužan da, na zahtev Kupca, osloboди sredstva obezbeđenja u toj meri, bilo putem prenosa ili ustupanja, po izboru Prodavca.
- 15.5** U slučaju da zadržavanje prava svojine na robu ne proizvodi dejstvo u postojećem obliku, a saglasno zakonima zemlje odredišta, kupac će saradivati sa Prodavcem sa ciljem da pruži sredstva obezbeđenja Prodavcu koji su u skladu sa propisima zemlje odredišta.
- 15.6** Prodavac može tražiti povraćaj robe na kojoj je zadržano prava svojine čak i ukoliko još uvek nije odustao od ugovora.
- 15.5** In the event that the feasible value of securities existing for Seller shall exceed the assigned claims by collectively more than 20 percent then Seller shall be obligated insofar to release securities as requested by a buyer, either through transfer or assignment as elected by Seller.
- 15.6** In the event that the retention of title is not effective in the existing form, pursuant to the laws of the country of destination, Buyer shall co-operate in the case of grounds for granting a security to the Seller, corresponding to the regulations of the country of destination.
- 15.7** Seller may reclaim the goods on account of the retention of title even if he has not yet withdrawn from the contract.

## **16. Viša sila**

Svaki događaj ili okolnosti koji su izvan kontrole Prodavca, kao što su prirodne pojave, rat, štrajkovi, zatvaranje fabrika, manjak sirovina i energenata, prepreke u prevozu, kvar opreme za proizvodnju, požar, eksplozije ili državni ukazi, oslobođaju Prodavca svih obaveza po osnovu ovog ugovora u onoj meri u kojoj je Prodavac sprečen da izvršava svoje obaveze. Ukoliko gore pomenuti događaj traje duže od 3 (tri) meseca, Prodavac ima pravo da odustane od ugovora bez prava kupca da zahteva bilo kakvu nadoknadu.

## **16. Force Majeure**

Any incident or circumstances beyond the Seller's control, such as natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government, shall relieve the Seller from his obligations under this contract to the extent the Seller is prevented from performing such obligations. If the aforementioned occurrences last for a period of more than 3(three) months, the Seller is entitled to withdraw from the contract without the buyer having any right to compensation.

## **17. Mesto plaćanja**

## **17. Place of payment**

Bez obzira na mesto isporuke robe ili dokumenata, mesto plaćanja biće mesto u kome Prodavac obavlja svoju delatnost.

#### **18. Komunikacija**

Svako obaveštenje ili druga vrsta komunikacije koju ugovorne strane mogu primiti postaće važeća tek po prijemu takve komunikacije od strane primaoca. Ukoliko je potrebno ispoštovati neki vremenski rok, obaveštenje ili druga vrsta dopisa mora biti isporučena drugoj strani u okviru takvog roka.

#### **19. Nadležnost**

Svak spor proistekao iz ili u vezi sa ovim ugovorom biće iznet pred mesno nadležan sud i to prema mestu na kome Prodavac obavlja svoju delatnost.

#### **20. Merodavno pravo**

Ugovorni odnos biće regulisan zakonima koji su na snazi u državi Prodavčevog sedišta. Sve navedeni zakoni, podzakonski akti, statuti i druge zakonske odredbe navedene u ovom tekstu su zakoni koji važe na teritoriji Republike Srbije, osim ukoliko nije izričito navedeno drugačije.

#### **21. Jezik ugovora**

Ukoliko su ovi Opšti uslovi prodaji stavljeni na znanje kupcu na drugom jeziku, pored jezika u kome je zaključen ugovor (jezik ugovora), takva verzija će biti izrađena isključivo u svrhu lakšeg snalaženja Kupca. U slučaju različitog tumačenja tih verzija, merodavna će biti engleska verzija OUP.

Regardless of the place of delivery of goods or documents, the place of payment shall be the Seller's place of business.

#### **18. Communication**

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

#### **19. Jurisdiction**

Any dispute arising out of or in connection with this contract shall be heard at the court having jurisdiction over the Seller's principal place of business.

#### **20. Applicable law**

The contractual relationship shall be governed by the law in force at the Seller's locality. All cited laws, acts, statutes and other legal provisions cited herein are Serbian, unlike explicitly stated otherwise.

#### **21. Contract Language**

If these GCS are made known to a buyer in another language, in addition to the language in which the sales contract has been concluded (Contract Language), this is merely done for buyer's convenience. In case of differences of interpretation, the English version of these GCS shall be binding.

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Datum/Date