RAPS ZAČINI DOO BEOGRAD

General Terms and Conditions / Opšti uslovi poslovanja

(*Conditions for Sale and Delivery / Uslovi prodaje i isporuke*)

1. General

1.1 These General Terms and Conditions apply to all our business relationships with our customers (hereinafter referred to as "**Buyer**"). They only apply if the Buyer is an entrepreneur within the meaning of the Companies Act.

1.2 These General Terms and Conditions shall apply exclusively to all offers and contracts for the delivery of goods and services by RAPS ZAČINI DOO BEOGRAD (hereinafter also referred to as "**Seller**" or "**we**" / "**us**"), in ongoing and future business relationships. Deviations from these terms and conditions are only binding for us if we have expressly agreed to their application in text form.

1.3 We expressly reject the Buyer's terms and conditions of business and purchase. They are only binding on us if we have expressly agreed to them in text form. This requirement of consent applies in all cases, for example even if the Buyer refers to its general terms and conditions in the context of the order and we do not expressly object to this.

1.4 Insofar as these Terms and Conditions of Sale and Delivery stipulate a requirement for text form, this requirement for text form can only be waived expressly in text form. This does not apply to ancillary agreements individually agreed between the parties upon conclusion of the contract.

1.5 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply in addition to these General Terms and Conditions, insofar as they are not changed or explicitly excluded in these General Terms and Conditions.

2. Offers, Conclusion of Contract

2.1 Our offers are subject to change and are non-binding, i.e. we may revoke offers until they are accepted and we reserve the right to a prior sale to a third party. Acceptance may be declared by us either in text form or in writing or by delivery of the goods to the Buyer.

2.2 Our field employees are not authorized to conclude any contracts of any kind. For such contracts to be valid, they must be in written form and signed by authorized persons.

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1. Opšte odredbe

1.1 Ovi Opšti uslovi poslovanja važe za sve naše poslovne odnose sa našim kupcima (u daljem tekstu „**Kupac**"). Opšti uslovi poslovanja se primenjuju samo ako je Kupac privredno društvo u smislu Zakona o privrednim društvima.

1.2 Za sve ponude i ugovore o isporuci robe i pružanju usluga kompanije RAPS ZAČINI DOO BEOGRAD (u daljem tekstu takođe „**Prodavac**" ili „**mi**" / „**nas**"), uključujući i tekuće i buduće poslovne odnose, važe isključivo ovi Opšti uslovi poslovanja. Odstupanja od istih su obavezujuća samo ako se Prodavac sa njima izričito saglasio u pisanom obliku.

1.3 Prodavac izjavljuje da ne prihvata opšte uslove poslovanja i nabavke Kupca. Isti obavezuju Prodavca samo ako se sa njima izričito saglasi u pisanom obliku. Pisana saglasnost je obavezna u svakom slučaju, na primer i onda kada se Kupac u okviru porudžbine poziva na svoje opšte uslove poslovanja, a Prodavac tome izričito ne prigovori.

1.4 U meri u kojoj se u ovim Opštim uslovima prodaje i isporuke propisuje uslov pisane forme, taj uslov može biti izmenjen samo izričito u pisanom obliku. Ovo se ne odnosi na sporedne dogovore koji su individualno ugovoreni između strana prilikom zaključenja ugovora.

1.5 Napomene u vezi važenja zakonskih propisa imaju samo pojašnjavajuće značenje. Stoga, i bez takvog pojašnjenja, zakonski propisi se primenjuju dopunski uz ove opšte uslove poslovanja, u meri u kojoj u ovim opštim uslovima poslovanja nisu neposredno izmenjeni ili izričito isključeni.

2. Ponude, Zaključenje ugovora

2.1 Ponude Prodavca su neobavezujuće, tj. mogu biti opozvane do trenutka prihvatanja ponude, zadržavajući pravo na prodaju trećim licima. Prihvatanje ponude od strane Prodavca može se izjaviti u pisanom obliku, ili isporukom robe Kupcu.

2.2 Zaposleni Prodavca na terenu nisu ovlašćeni da sklapaju bilo kakve ugovore. Da bi isti bili važeći, oni moraju biti u pisanoj formi potpisani od strane ovlašćenih zaposlenih.

2.3 Samples and models are considered approximate illustrations of quality, dimensions, colour, packaging and presentation. These characteristics are not guaranteed.

3. Delivery Period, Delivery

3.1 The delivery period shall commence at the earliest at the end of the day on which our order confirmation is received by the Buyer.

3.2 The Buyer may not refuse to accept deliveries due to minor defects.

3.3 The agreed quantities are approximate quantities, which entitle the Seller to deliver up to 10% more or less than the agreed quantity. The weight at dispatch is decisive. The Seller is only liable for weight loss during transport under the conditions specified in clause 8.

3.4 Events of force majeure release the Seller from the obligation to deliver on time. If the Seller and the Buyer cannot agree on a new binding delivery date, the Buyer is entitled to its statutory rights. The same applies if events of force majeure occur at one of the Seller's subcontractors. In all these cases, the Seller shall be entitled to withdraw from the contract. Events of force majeure include, in particular, strike, lockout, other unforeseeable operational disruptions, unavoidable shortages of raw materials, pandemics, war, terrorism and other events for which the Seller is not responsible.

3.5 Deliveries shall be made ex works or ex warehouse at the Seller's discretion. At the Buyer's request and expense, the goods shall be shipped to another destination (sale by delivery). Unless otherwise contractually agreed, we may determine the type of shipment (packaging, shipping route, transport company) ourselves.

3.6 For orders with a value of less than EUR 75 (excluding VAT), in dinar value according to the middle exchange rate of the National Bank of Serbia, we charge a minimum order surcharge of EUR 6.95 (plus VAT) in dinar value according to the middle exchange rate of the National Bank of Serbia.

4. Transfer of Risk, Default of Acceptance; Returnable Containers

4.1 The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon delivery of the goods to the Buyer. In the case of a sale by delivery, the risk of accidental loss of the goods, accidental deterioration of the goods and the risk of delay shall already pass to the Buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. The handover of the goods shall be deemed to have taken place if the Buyer is in default of acceptance.

2.3 Uzorci i modeli smatraju se približnim prikazima kvaliteta, dimenzija, boje, pakovanja i prezentacije. Ove karakteristike se ne garantuju.

3. Rok isporuke, Isporuka

3.1 Rok isporuke počinje najranije istekom dana u kojem Kupac primi potvrdu porudžbine Prodavca.

3.2 Kupac ne može odbiti prijem isporuke zbog manjih nedostataka.

3.3 Ugovorene količine su približne i ovlašćuju Prodavca da isporuči do 10% više ili manje od ugovorene količine. Merodavna je težina u trenutku otpreme. Prodavac odgovara za gubitak težine tokom transporta samo pod uslovima predviđenim u članu 8.

3.4 Događaji više sile oslobađaju Prodavca obaveze da isporuku izvrši u roku. Ukoliko Prodavac i Kupac ne mogu da se dogovore o novom obavezujućem roku isporuke, Kupac ima pravo da koristi svoja zakonska prava. Isto važi i ako do događaja više sile dođe kod nekog od podizvođača Prodavca. U svim ovim slučajevima, Prodavac ima pravo da raskine ugovor. Događaji više sile obuhvataju, naročito, štrajk, lockout, druge nepredvidive poremećaje u poslovanju, neizbežne nestašice sirovina, pandemije, rat, terorizam i druge događaje za koje Prodavac nije odgovoran.

3.5 Isporuke se vrše EXW (ex works) ili iz skladišta, po izboru Prodavca. Na zahtev Kupca i o njegovom trošku, roba se može otpremiti na drugo odredište (prodaja sa isporukom). Ukoliko nije drugačije ugovoreno, zadržavamo pravo da sami odredimo način otpreme (pakovanje, rutu transporta, prevoznika).

3.6 Za porudžbine u vrednosti manjoj od 75 EUR (bez PDV-a) u dinarskoj vrednosti po srednjem kursu Narodne Banke Srbije, naplaćujemo minimalnu naknadu za porudžbinu u iznosu od 6,95 EUR (uvećano za PDV) u dinarskoj vrednosti po srednjem kursu Narodne Banke Srbije.

4. Prenos rizika, docnja u prijemu; povratna ambalaža

4.1 Rizik slučajnog gubitka ili oštećenja robe prelazi na Kupca najkasnije u trenutku predaje robe Kupcu. U slučaju prodaje sa obavezom isporuke, rizik slučajnog gubitka ili oštećenja robe, kao i rizik od kašnjenja, prelazi na Kupca u trenutku kada je roba predata špediteru, prevozniku ili drugom licu, odnosno organizaciji, određenoj za izvršenje prevoza. Smatra se da je primopredaja robe izvršena i u slučaju kada Kupac dospe u docnju sa prijemom robe.

4.2 If the Buyer is in default of acceptance, fails to perform an act of cooperation owed or incumbent upon him, or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). For this claim for damages, we shall charge a lump-sum compensation of 0.05% of the agreed purchase price per calendar day ("**Lump-Sum Compensation**"), beginning with the expiry of the delivery period or, in the absence of a delivery period, with the receipt of the notification that the goods are ready for dispatch by the Buyer.

4.3 Instead of the Lump-Sum Compensation, we shall be entitled to claim the actual damage incurred. Our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected in any case; the Lump-Sum Compensation shall be offset against further monetary claims. The Lump-Sum Compensation shall be limited to the purchase price (excluding VAT).

4.4 Pallet cages, containers or similar transport packaging (returnable containers) provided on loan remain the property of the Seller and must be returned to the Seller in proper condition at the Buyer's expense and risk within a reasonable period of time after delivery. The Buyer is liable for damage to or loss of the returnable containers. If they are not returned, they will be charged at their current market value.

5. Prices and Terms of Payment

5.1 The prices quoted by us are ex works resp. ex warehouse, including packaging, plus the applicable statutory value added tax in the specified currency and any shipping costs incurred.

5.2 If the Buyer wishes to have the goods shipped to another destination (sale by delivery), the Buyer shall bear the transport costs ex works resp. ex warehouse and the costs of any transport insurance requested by the Buyer. Any public charges (fees, contributions and taxes, including customs duties) shall be borne by the Buyer.

5.3 We fulfill our obligations in accordance with the Law on Packaging and Packaging Waste of the Republic of Serbia.

5.4 The invoice amount is due upon conclusion of the contract and is payable without deduction within 30 days from the date of our invoice, in the currency as stated in the invoice (decisive is the date on which the amount is credited to our account).

5.5 Any complaints regarding the invoice must be communicated to us in text form without delay. If no complaints are raised by the Buyer, the invoice shall be deemed accepted 30 days after the invoice date. The Seller shall specifically inform the Buyer of

4.2 Ako je Kupac u docnji sa prijemom, ne izvrši preuzete obaveze ili obavezu koja mu je nametnuta, ili ako je isporuka Prodavca odložena iz drugih razloga za koje je Kupac odgovoran, Prodavac ima pravo da zahteva naknadu nastale štete, uključujući dodatne troškove (npr. troškove skladištenja). Za ovaj zahtev za naknadu štete biće obračunata paušalna naknadu u iznosu od 0,05% ugovorene kupoprodajne cene po kalendarskom danu („**Paušalna naknada**"), počev od isteka roka isporuke ili, ukoliko rok isporuke nije određen, od prijema obaveštenja od strane Kupca da je roba spremna za otpremu.

4.3 Umesto Paušalne naknade, Prodavac ima pravo da potražuje stvarno pretrpljenu štetu. Zakonska potraživanja Prodavca (naročito naknada dodatnih troškova, primerena naknada, raskid ugovora) ostaju u svakom slučaju neizmenjena. Paušalna naknada biće uračunata u dalja novčana potraživanja. Paušalna naknada je ograničena na kupoprodajnu cenu (bez PDV-a).

4.4 Paletni kavezi, kontejneri ili slična transportna ambalaža (povratna ambalaža) koja se daje na korišćenje ostaje u svojini Prodavca i mora biti vraćena Prodavcu u ispravnom stanju, o trošku i na rizik Kupca, u razumnom roku nakon isporuke. Kupac odgovara za oštećenje ili gubitak povratne ambalaže. Ukoliko ista ne bude vraćena, biće naplaćena po njenoj važećoj tržišnoj vrednosti.

5. Cene i uslovi plaćanja

5.1 Cene koje su navedene su EXW (franko fabrika), odnosno iz skladišta, uključujući pakovanje, uz dodatak važećeg zakonskog PDV-a u naznačenoj valuti, kao i svih nastalih troškova transporta.

5.2 Ako Kupac želi da se roba isporuči na drugo odredište (prodaja sa isporukom), Kupac snosi troškove transporta od fabrike (EXW), odnosno iz skladišta, kao i troškove eventualnog transportnog osiguranja koje Kupac zahteva. Sve javne dažbine (naknade, doprinosi i porezi, uključujući carine) snosi Kupac.

5.3 Prodavac potvrđuje da ispunjava svoje obaveze u skladu sa Zakonom o ambalaži i ambalažnom otpadu Republike Srbije.

5.4 Iznos sa fakture dospeva po zaključenju ugovora i plativ je bez odbitaka u roku od 30 dana od datuma naše fakture, u valuti naznačenoj na fakturi (relevantan je datum kada je iznos evidentiran na našem računu).

5.5 Sve reklamacije u vezi sa fakturom moraju biti dostavljene u pisanom obliku bez odlaganja. Ako Kupac ne uloži prigovor, smatraće se da je faktura prihvaćena nakon isteka 30 dana od datuma fakture. Prodavac će na to posebno upozoriti Kupca na

this in each invoice. Any agreed payment period shall commence on the invoice date.

svakoj fakturi. Svaki ugovoreni rok plaćanja počinje da teče od datuma fakture.

6. Right of Retention, Set-Off

6.1 The Buyer shall only be entitled to rights of set-off and retention if its claim is undisputed or has been legally established. These restrictions shall not apply to rights of set-off and retention based on defects of the delivered goods.

6.2 Bonuses and refunds shall only be paid to the Buyer if the Seller itself has no outstanding claims against the Buyer. In the event that such claims exist, they shall be offset in the form of a set-off.

6. Pravo retencije, Kompenzacija

6.1 Kupac ima pravo na prebijanje potraživanja i pravo zadržavanja samo ako je njegovo potraživanje nesporno ili pravosnažno utvrđeno. Ova ograničenja se ne primenjuju na prava prebijanja i zadržavanja koja se zasnivaju na nedostacima isporučene robe.

6.2 Bonusi i povraćaji biće isplaćeni Kupcu samo ako Prodavac nema neizmirenih potraživanja prema Kupcu. U slučaju da takva potraživanja postoje, ona će biti prebijena putem kompenzacije.

7. Buyer's Claims for Defects

7.1 Statements about the conformity of the goods with provisions of any kind and recommendations for goods made by the Seller or its vicarious agents, as well as product descriptions by the Seller or manufacturer, do not constitute a guarantee.

7.2 Claims for defects shall not exist in the case of only insignificant deviations from the agreed quality or in the case of customary commercial shrinkage.

7.3 The Buyer must submit complaints in text form, to be received by us within 10 days of receipt of the goods at their destination. Hidden defects can only be asserted within a reasonable period of time and depending on the nature of the goods. They must be reported to the Seller immediately after discovery, at the latest within 7 working days.

7.4 If the delivered item is defective, we may initially choose whether to provide subsequent fulfilment by remedying the defect or by delivering a defect-free good free of charge, provided that the cause of the defect already existed at the time of transfer of risk. If Seller's subsequent performance fails, the Buyer may without prejudice to any claims for damages pursuant to clause 8, withdraw from the contract or reduce the purchase price. Further claims by the Buyer are excluded.

7.5 In lieu of having the defect remedied or having a defect-free good delivered, the Seller may, at its discretion, compensate the Buyer for the reduced value.

7.6 Goods will only be accepted for return if warranty rights entitling the Buyer to return the goods are validly asserted. The returned goods must be undamaged upon delivery to us - apart from the claimed defect and must have a shelf life of at least four months from the date of return, as indicated by the best-before date on the respective good. This does not apply if it leads to an impermissible shortening of the limitation period for claims.

7. Zahtevi Kupca po osnovu nedostataka

7.1 Izjave o usklađenosti robe sa bilo kakvim propisima, kao i preporuke za robu koje daju Prodavac ili njegova angažovana lica, kao i opisi proizvoda od strane Prodavca ili proizvođača, ne predstavljaju garanciju.

7.2 Zahtevi po osnovu nedostataka ne postoje u slučaju beznačajnih odstupanja od ugovorenog kvaliteta ili u slučaju uobičajenog trgovačkog manjka.

7.3 Kupac je dužan da podnese reklamacije u pisanom obliku, tako da iste budu primljene u roku od 10 dana od prijema robe na odredištu. Skriveni nedostaci mogu se isticati samo u razumnom roku, u zavisnosti od prirode robe. Oni moraju biti prijavljeni Prodavcu odmah po otkrivanju, a najkasnije u roku od 7 radnih dana.

7.4 Ako je isporučena roba neispravna, Prodavac može najpre izabrati da naknadno ispunjenje izvršimo otklanjanjem nedostatka ili isporukom ispravne robe bez naknade, pod uslovom da je uzrok nedostatka postojao već u trenutku prelaska rizika. Ako naknadno ispunjenje od strane Prodavca nije moguće, Kupac može ne dovodeći u pitanje eventualne zahteve za naknadu štete u skladu sa tačkom 8, raskinuti ugovor ili sniziti kupoprodajnu cenu. Dalji zahtevi Kupca su isključeni.

7.5 Umesto otklanjanja nedostatka ili isporuke robe bez nedostataka, Prodavac može, po sopstvenom nahođenju, obeštetiti Kupca za umanjenu vrednost.

7.6 Roba će biti prihvaćena za povrat samo ako su prava iz garancije koja ovlašćuju Kupca na povrat robe uredno istaknuta. Vraćena roba mora biti neoštećena prilikom prijema kod nas, osim u pogledu prijavljenog nedostatka i mora imati rok trajanja od najmanje četiri meseca od dana povrata, prema roku upotrebe naznačenom na konkretnom proizvodu. Ovo se ne primenjuje ako bi time došlo do

7.7 The Seller is not obliged to check and guarantee whether or that the goods are subject to third-party property rights, including industrial property rights, abroad. If the Buyer exports the goods to areas outside the Republic of Serbia, the Seller accepts no liability if the goods infringe third-party property rights, unless the purchase contract expressly provides for the export of the goods to certain countries by the Buyer. The Buyer shall be obliged to compensate the Seller for any damage caused by the export of goods that the Seller did not expressly deliver for the purpose of export.

nedozvoljenog skraćenja roka zastarelosti potraživanja.

7.7 Prodavac nije dužan da proverava niti da garantuje da li roba u inostranstvu podleže pravima intelektualne svojine trećih lica. U slučaju izvoza robe od strane Kupca u područja van Republike Srbije, Prodavac ne snosi odgovornost ukoliko roba povredi prava trećih lica, osim ako ugovor o kupoprodaji izričito predviđa izvoz robe u određene zemlje od strane Kupca. Kupac je dužan da nadoknadi štetu koju Prodavac pretrpi usled izvoza robe koju Prodavac nije izričito isporučio u svrhu izvoza.

8. Other Liability

Claims for damages by the Buyer, regardless of their legal basis, are excluded. This does not apply (a) to liability under the provisions of the Law on obligations Act (b) in cases of intent and gross negligence, (c) to damage resulting from injury to life, limb or health, (d) in the event of fraudulent concealment of a defect and in the event of the assumption of a guarantee for the quality of the goods, and (e) for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner regularly relies and may rely), whereby in the latter case our liability shall be limited to compensation for the foreseeable, typically occurring damage. The above provisions do not imply any change in the burden of proof.

8. Ostala odgovornost

Odštetni zahtevi Kupca, bez obzira na pravni osnov, su isključeni. Ovo ne važi za odgovornost prema odredbama Zakona o obligacionim odnosima, u slučajevima namere i grube nepažnje, za štete nastale povredom života, tela ili zdravlja, u slučaju prećutkivanja nedostatka sa namerom obmane, kao i kod preuzimanja garancije za svojstva robe, kao i za štete nastale povredom bitne ugovorne obaveze (obaveze čije ispunjenje uopšte omogućava pravilno izvršenje ugovora i na čije poštovanje ugovorna strana redovno računa i sme da računa), pri čemu je u poslednjem navedenom slučaju naša odgovornost ograničena na naknadu predvidive, tipično nastale štete. Prethodne odredbe ne dovode do promene tereta dokazivanja.

9. Limitation Period

Claims based on liability for defects and claims for damages on other legal grounds shall become time-barred in accordance with the provisions of the Law on Consumer Protection and the Law on Obligations Act.

9. Zastarelost

Potraživanja po osnovu odgovornosti za nedostatke i zahtevi za naknadu štete po drugim pravnim osnovima zastarevaju u skladu sa odredbama Zakona o zaštiti potrošača i Zakona o obligacionim odnosima.

10. Retention of Title

10.1 We retain title to the delivered goods until all of our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims), including all balance claims from current accounts, have been paid in full. If the Buyer acts in breach of contract, in particular if the Buyer is in default of payment of a claim for payment, we shall be entitled to withdraw from the contract after setting a reasonable deadline for performance. If we take back the goods subject to retention of title, this shall already constitute a withdrawal from the contract. The Buyer shall bear the transport costs incurred for the return. Seizure of the goods subject to retention of title shall also constitute withdrawal from the contract. We may sell goods subject to retention of title that we have taken back. The proceeds of the sale shall be offset against

10. Zadržavanje prava svojine

10.1 Pravo svojine na isporučenoj robi se ne prenosi na Kupca do potpune isplate svih sadašnjih i budućih potraživanja Prodavca iz kupoprodajnog ugovora i tekućeg poslovnog odnosa (obezbeđena potraživanja), uključujući i sva potraživanja iz tekućeg poslovanja. Ukoliko se Kupac ponaša suprotno odredbama ugovora, naročito ako padne u docnju sa plaćanjem novčanih obaveza, ugovor može biti raskinut nakon ostavljanja primerenog roka za izvršenje obaveze. Ugovor će se smatrati raskinutim ukoliko bude došlo do preuzimanja robe pre prenosa prava svojine. Troškove transporta nastale usled preuzimanja snosiće Kupac. Takođe će se smatrati raskidom ugovora ako dođe do zaplene pre prenosa prava svojine. Roba koja je preuzeta može biti unovčena. Prihod od unovčenja se

the amounts owed to us by the Buyer, after we have deducted a reasonable amount for the costs incurred.

uračunava u iznose koje Kupac duguje, nakon što se odbije odgovarajući iznos troškova unovčenja.

10.2 As long as ownership has not yet been transferred to the Buyer, the Buyer is obliged to treat the goods with care.

10.2 Dok svojina još nije prešla na kupca, Kupac je dužan da robu pažljivo čuva i s njom savesno postupa.

10.3 The Buyer is entitled to use the goods subject to retention of title and to sell them in the ordinary course of business as long as the Buyer is not in default of payment. However, the Buyer may not pledge the goods subject to retention of title or assign them as security. The Buyer hereby assigns to us in full, by way of security, all claims for payment against the customers of Buyer arising from the resale of the goods subject to retention of title, as well as all claims of the Buyer relating to the goods subject to retention of title which arise against the customers of Buyer or third parties on any other legal grounds (in particular claims arising from tort and claims for insurance benefits), including all balance claims from current accounts, by way of security. We hereby accept this assignment.

10.3 Kupac je ovlašćen da koristi robu i da je u redovnom toku poslovanja prodaje, sve dok nije u docnji sa plaćanjem. Kupac ne može da založi robu niti da je prenese kao sredstvo obezbeđenja. Potraživanja kupca prema njegovim kupcima iz dalje prodaje robe, kao i ona potraživanja kupca u vezi sa tom robom koja nastanu po drugom pravnom osnovu prema njegovim kupcima ili trećim licima (posebno potraživanja iz nedozvoljenih radnji i prava na isplate iz osiguranja), uključujući i sva potraživanja iz tekućeg poslovanja, Kupac ustupa u celosti Prodavcu radi obezbeđenja. Prodavac izjavljuje da prihvata takvo ustupanje.

10.4 The Buyer may collect these claims assigned to us as security on its own account in its own name for us, as long as we do not revoke this authorisation. Our right to collect these claims ourselves remains unaffected; however, as a rule, we will not assert the claims ourselves and will not revoke the authorisation to collect as long as the Buyer duly meets its payment obligations.

10.4 Kupac je ovlašćen da potraživanja koja su ustupljena Prodavcu radi obezbeđenja, naplaćuje za naš račun u svoje ime, sve do opoziva ovlašćenja. Prodavac u svakom slučaju ima pravo da takva potraživanja sam naplati, međutim, po pravilu Prodavac neće sam ostvarivati takva potraživanja niti opozivati ovlašćenje za naplatu sve dok Kupac uredno ispunjava svoje obaveze plaćanja.

10.5 However, if the Buyer acts in breach of contract, in particular if the Buyer is in default with the payment of a claim for remuneration, we may demand that the Buyer informs us of the assigned claims and the respective debtors, notifies the respective debtors of the assignment and hands over to us all documents and provides us with all information we require in order to assert the claims. We are entitled to inform the respective debtors ourselves about the assignment by way of security.

10.5 Ukoliko se Kupac, međutim, ponaša suprotno odredbama ugovora, naročito ako je dospeo u docnju sa plaćanjem novčane obaveze, Prodavac može zahtevati od Kupca podatke o ustupljenim potraživanja i dužnicima, kao i da obavesti dužnike o ustupanju, i da nam preda svu dokumentaciju i pruži sve podatke koji su potrebni za ostvarivanje potraživanja. Prodavac je ovlašćen i da samostalno obavesti dužnike o ustupanju radi obezbeđenja.

10.6 The products of our goods resulting from combination, mixing or processing are subject to retention of title at their full value, whereby we are considered being the manufacturer. In the event that the property rights of third parties remain in force in the event of combination, mixing or processing with the goods of third parties, we shall acquire co-ownership in proportion to the invoice values of the combined, mixed or processed goods. In all other respects, the same shall apply to the new item created by processing as to the goods subject to retention of title.

10.6 Proizvodi nastali spajanjem, mešanjem ili preradom robe Prodavca podležu zadržavanju prava svojine u njihovoj punoj vrednosti, pri čemu će se Prodavac smatrati proizvođačem. U slučaju da pri spajanju, mešanju ili preradi sa robom na kojoj treća lica imaju pravo svojine, Prodavac će imati pravo susvojine u srazmeri vrednosti iz faktura spojene, pomešane ili prerađene robe. U ostalom važi da se na novu stvar nastalu preradom primenjuju ista pravila kao i na robu pod zadržavanjem prava svojine.

10.7 In the event of seizure of the goods subject to retention of title by third parties or other interventions by third parties, the Buyer must without undue delay point out our ownership and notify us in writing so that we can enforce our property rights. If

10.7 U slučaju zaplene robe na kojoj nije preneto pravo svojine od strane trećih lica ili drugih radnji trećih lica, Kupac je dužan da ukaže na pravo svojine Prodavca i da o navedenom bez odlaganja obavesti Prodavca u pisanoj formi, radi ostvarivanja prava

the third party does not reimburse us for the judicial or extrajudicial costs incurred by us in this connection after a deadline has been set, the Buyer shall be liable for these costs.

11. Additional Terms and Conditions of Sale and Delivery for Sausage Casings

11.1 The Seller uses sausage casings from reputable manufacturers. We only assume a warranty for the sausage casings to the extent that we are entitled to statutory warranty claims against the respective manufacturer and only within the statutory periods. Any further liability is expressly excluded.

11.2 Print motifs designed by us or a member of the Raps group are our intellectual property and require our written consent for use by Buyers or third parties. If printing documents are provided to us by the Buyer or if we have to comply with specifications provided by the Buyer, we shall not be liable for any conflicts with third-party rights or in the event of a violation of food law regulations due to the design of the motif or text, the Buyer shall indemnify us against any corresponding claims.

11.3 Sausage casings printed or manufactured as special orders, i.e. orders according to customer requirements, cannot be returned or exchanged, except in the case of justified quality defects. In the case of special orders, no complaint can be made for rejects due to defects of up to 3%. Minor colour deviations from the designs are possible and not unusual, therefore complaints in this regard are excluded. The Buyer undertakes to accept partial deliveries for special orders. The order shall also be deemed fulfilled in the event of short or excess quantities of up to 15%.

12. Place of Performance and Jurisdiction

12.1 The place of performance for the contractual obligations of both parties and the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship is the corporate seat of the Seller if the Buyer is a merchant; otherwise, the statutory provisions shall apply.

12.2 The Seller may also sue the Buyer at the Buyer's corporate seat.

13. Special Provisions for Sales in the Online Shop

13.1 For all offers and contracts for the delivery of goods and services made or concluded in an online shop operated by the Seller (electronic commerce), the provisions of this clause 13 shall apply in addition to the terms and conditions contained in clauses 1 to 12 and 14. Insofar as the

Prodavca kao vlasnika robe. Ukoliko treće lice ne nadoknadi sudske ili vansudske troškove koji u vezi s tim nastanu ni nakon ostavljenog roka, za takve troškove će odgovarati Kupac.

11. Dodatni uslovi prodaje i isporuke za creva za kobasice.

11.1 Prodavac koristi creva za kobasice renomiranih proizvođača. Garanciju za ta creva se primenjuje samo u onoj meri u kojoj nama pripadaju zakonska prava po osnovu odgovornosti za nedostatke prema konkretnom proizvođaču i samo u okviru zakonom propisanih rokova. Svaka dalja odgovornost je izričito isključena.

11.2 Motivi za štampu izrađeni od strane Prodavca ili člana Raps Group-e predstavljaju intelektualnu svojinu Prodavca i za njihovu upotrebu od strane Kupca ili trećih lica potrebna je pismena saglasnost Prodavca. Ako nam Kupac stavi na raspolaganje materijale za štampu ili smo dužni da postupamo prema uputstvima koje nam je Kupac dostavio, Prodavac neće odgovarati za povrede prava trećih lica niti za eventualno kršenje propisa o hrani usled dizajna motiva ili teksta, Kupac je dužan da nas obešteti od takvih zahteva i oslobodi od odgovornosti.

11.3 Specijalne narudžbine štampanih ili konfekcioniranih creva za kobasice, odnosno narudžbine po želji Kupca, ne mogu se vratiti niti zameniti, osim u slučaju opravdanih nedostataka u kvalitetu. Kod specijalnih narudžbina, otpad do 3% ne daje pravo na prigovor zbog nedostataka. Manja odstupanja u boji u odnosu na nacrte su moguća i uobičajena, te je prigovor po tom osnovu isključen. Kupac se obavezuje da kod specijalnih narudžbina prihvati i delimične isporuke. Smatra se da je narudžbina uredno izvršena i u slučaju odstupanja u količini do 15% manje ili više.

12. Mesto izvršenja i nadležnost

12.1 Mesto izvršenja ugovornih obaveza za obe ugovorne strane i isključiva nadležnost za sve sporove koji proizilaze iz ili u vezi sa ugovornim odnosom jeste sedište Prodavca ukoliko je Kupac trgovac, dok se u suprotnom se primenjuju zakonske odredbe.

12.2 Prodavac može takođe tužiti Kupca pred sudom u mestu njegovog sedišta.

13. Posebne odredbe za prodaju u onlajn prodavnici.

13.1 Za sve ponude i ugovore o isporuci robe i pružanju usluga koji se daju odnosno zaključuju putem onlajn prodavnice kojom upravlja Prodavac (elektronska trgovina), pored uslova sadržanih u tačkama 1 do 12 i 14, dodatno važe odredbe ove tačke 13. U meri u kojoj su odredbe sadržane u ovoj

terms and conditions contained in this clause 13 contradict individual terms and conditions in other clauses, the terms and conditions contained in this clause 13 shall take precedence for offers and contracts in the online shop (electronic commerce).

tački 13 u suprotnosti sa pojedinim odredbama iz drugih tačaka, za ponude i ugovore u onlajn prodavnici (elektronska trgovina) imaju prednost odredbe ove tačke 13.

13.2 The presentation and advertising of items in our online shop do not constitute a binding offer to conclude a purchase contract, but serve to submit a binding offer to conclude a corresponding contract by the Buyer.

13.2 Prikaz i oglašavanje artikala u našoj onlajn prodavnici ne predstavljaju obavezujuću ponudu za zaključenje kupoprodajnog ugovora, već služe za davanje obavezujuće ponude za zaključenje odgovarajućeg ugovora od strane Kupca.

13.3 By submitting an order via the online shop by clicking on the 'Place order' button, the Buyer makes a legally binding offer to conclude a corresponding contract. Unless otherwise stated in the offer, we are entitled to accept the contract offer within two weeks of receiving it. During this period, the Buyer remains bound to its offer.

13.3 Slanjem porudžbine putem onlajn prodavnice klikom na dugme „porudžbina sa obavezom plaćanja" Kupac daje pravno obavezujuću ponudu za zaključenje odgovarajućeg ugovora. Ukoliko iz ponude ne proizlazi drugačije, Prodavac ima pravo da prihvati ponudu za zaključenje ugovora u roku od dve nedelje od njenog prijema. Tokom trajanja roka Kupac je vezan svojom ponudom.

13.4 We shall immediately confirm receipt of the offer to the Buyer by e-mail. Such a confirmation e-mail does not constitute a binding acceptance of the offer unless it also declares acceptance in addition to confirming receipt.

13.4 Prijem ponude će bez odlaganja biti potvrđen Kupcu putem e-maila. Takva potvrda prijema se neće smatrati obavezujućim prihvatanje ponude, osim ako se u njoj, pored potvrde prijema, izričito ne izjavi i prihvatanje.

13.5 We may declare our acceptance of the contract offer either in writing or text form (e.g. by means of an order confirmation) or by delivering the goods to the Buyer or providing the service.

13.5 Prihvatanje ponude za zaključenje ugovora može biti dato od strane prodavca u pisanom ili tekstualnom obliku (npr. potvrdom porudžbine) ili isporukom robe Kupcu, odnosno pružanjem usluge.

13.6 If it is not possible to deliver the goods ordered by the Buyer or to provide the service, for example because the goods are not in stock, we will refrain from declaring acceptance. In this case, no contract will be concluded. We will inform the Buyer immediately and refund any payments already received without delay.

13.6 Ukoliko isporuka robe koju je Kupac naručio ili pružanje usluge nije moguće, na primer zato što roba nije na lageru, neće biti data izjavu o prihvatanju. U takvom slučaju ugovor neće biti zaključen. Kupca će o navedenom bez odlaganja biti obavešten i eventualno već primljena plaćanja će se odmah refundirati.

13.7 The Buyer may transfer the purchase price and shipping costs to our account specified in the online shop, grant us a direct debit authorisation, pay by credit card or via a payment service provider commissioned by us. In the case of a direct debit authorisation or payment by credit card, we will debit the Buyer's account at the earliest on the day we receive the order. A direct debit authorisation granted shall also apply to further orders placed by the Buyer until revoked. In the case of a bank transfer, we shall only provide the contractually owed service after the transfer amount has been credited to our account. In the case of payment via a payment service provider or by credit card, the terms and conditions of the respective payment service provider shall apply in addition.

13.7 Kupac može kupoprodajnu cenu i troškove isporuke po svom izboru uplatiti na račun Prodavca naveden u onlajn prodavnici, ili ovlastiti Prodavca za direktno zaduženje, platiti kreditnom karticom ili putem pružaoca platnih usluga koji je angažovan. U slučaju datog ovlašćenja za direktno zaduženje ili plaćanja kreditnom karticom, računa kupca biće zadužen najranije na dan prijema porudžbine kod nas. Dato ovlašćenje za direktno zaduženje važi do opoziva i za naredne porudžbine kupca. U slučaju plaćanja putem bankovnog transfera, Prodavac će ugovorenu obavezu izvršiti tek nakon što iznos uplate bude evidentiran na računu. Kod plaćanja putem pružaoca platnih usluga, kao i kod plaćanja kreditnom karticom, dodatno važe uslovi konkretnog pružaoca platnih usluga.

13.8 Orders placed via our online shop and any resulting communication shall be conducted exclusively in Serbian.

13.8 Obrada porudžbina putem onlajn prodavnice i eventualna komunikacija koja iz toga proističe odvija se isključivo na srpskom jeziku.

13.9 Costs incurred as a result of delivery abroad, such as taxes, customs duties, import and export duties, processing fees, money transfer fees, etc., shall be borne by the Buyer. In the event of

13.9 Troškove koji nastanu usled isporuke u inostranstvo, kao što su porezi, carine, uvozne i izvozne dažbine, troškovi obrade, naknade za prenos novca i slično, snosi Kupac. U slučaju odustanka od

cancellation by the Buyer, the Buyer shall bear the direct costs of the return shipment.

14. Final Provisions

14.1 The contractual relationship between the Buyer and Seller is subject to Serbian substantive law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

14.2 Should any of these provisions be partially invalid or incomplete, this shall not affect the validity of the remaining provisions.

14.3 Only the Serbian version of these General Terms and Conditions is authoritative.

ugovora od strane Kupca, Kupac snosi neposredne troškove povraćaja robe.

14. Završne odredbe

14.1 Ugovorni odnosi između Kupca i Prodavca podležu srpskom materijalnom pravu, uz isključenje primene Konvencije Ujedinjenih nacija o ugovorima o međunarodnoj prodaji robe (CISG).

14.2 Ukoliko su ove odredbe delimično pravno nevažeće ili nepotpune, to neće uticati na važenje preostalih odredbi.

14.3 Merodavna je isključivo srpska verzija ovih opštih uslova poslovanja.

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RAPS ZAČINI DOO BEOGRAD

(*Status: April 2026*)