

## **OPŠTI USLOVI POSLOVANJA ZA PRODAJU I ISPORUKU DOBARA I USLUGA**

### 1. Opšte odredbe

1.1 Ovi Opšti uslovi poslovanja za prodaju i isporuku dobara i usluga (u daljem tekstu: „Opšti uslovi poslovanja“) primenjuju se na sve ponude i ugovore o isporuci dobara i usluga koje zaključi PREDUZEĆE ZA TRGOVINU RAPS ZAČINI DOO, BEOGRAD (u daljem tekstu: „Prodavac“, „mi“), uključujući sadašnje i buduće poslovne odnose. Opšti uslovi poslovanja koji važe na dan zaključenja ugovora, integralni su i time obavezujući sastavni deo svih ugovora zaključenih između Prodavca, sa jedne strane i klijenta kao kupca/naručioca usluga, sa druge strane (u daljem tekstu: „Kupac“).

1.2 Bilo kakva odstupanja od ovih Opštih uslova poslovanja za Prodavca su obavezujuća samo ukoliko da svoj izričiti pisani pristanak, koji sadrži i podatke o tome u čemu se ogledaju odstupanja od Opštih uslova poslovanja.

1.3 Zaključenjem ugovora, odnosno prihvatanjem ponude/potvrde porudžbine Prodavca, Kupac izričito priznaje neograničenu važnost ovih Opštih uslova poslovanja i u potpunosti se odriče sopstvenih uslova poslovanja ili uslova kupovine. Opšti uslovi poslovanja Kupca obavezuju Prodavca samo ukoliko se sa njima izričito saglasi u pisanoj formi.

1.4 Zahtevi za pisanu formu propisani ovim Opštim uslovima poslovanja mogu se opozvati, odnosno od njih se može odustati izričito u pisanom obliku. Ovo pravilo se ne odnosi na sporedne ugovore o kojima su se stranke pojedinačno dogovorile tokom zaključenja ugovora.

### 2. Ponude

2.1 Naše ponude ne obavezuju, što znači da Prodavac može povući bilo koju ponudu sve do trenutka dok takva ponuda ne bude prihvaćena od strane Kupca pisanim putem. Sve ponude podležu prethodnoj prodaji.

2.2 Terenska služba Prodavca nije ovlašćena da sklapa bilo kakve ugovore. Da bi takvi ugovori bili važeći, potrebna je pisana saglasnost lica ovlašćenih na zaključivanje ugovora kod Prodavca.

2.3 Uzorci i modeli koji se prezentuju Kupcu smatraju se kontrolnim predmetima za kvalitet, dimenzije, boju, pakovanje i prezentaciju. Ovi uzorci i modeli prezentuju se Kupcu samo radi obaveštenja i približnog određivanja

## **GENERAL TERMS AND CONDITIONS FOR THE SALE AND DELIVERY OF GOODS AND SERVICES**

### 1. General

1.1 These General Terms and Conditions for the Sale and Delivery of Goods and Services (hereinafter: “General Terms and Conditions“) shall apply for all quotations and agreements for delivery of goods and services of the company PREDUZEĆE ZA TRGOVINU RAPS ZAČINI DOO, BEOGRAD (hereinafter: the “Vendor“, “we“, “us“), including current and future business relations. The General Terms and Conditions in force on the day of concluding the agreement are integral and thus a binding part of all agreements concluded between the Vendor and the client as the buyer/purchaser (hereinafter: the “Buyer“).

1.2 Any deviations from these General Terms and Conditions for the Vendor are binding only when the Vendor gives its explicit written consent, which also contains information on what are the deviations from the General Terms and Conditions.

1.3 By concluding the agreement, i.e. by accepting the offer/confirmation of the Vendor’s order, the Buyer expressly acknowledges the unlimited validity of these General Terms and Conditions and completely waives his own terms of business or terms of purchase. General terms and conditions of trade and purchase of the Buyer shall only obligate us when we have agreed to them expressly in writing.

1.4 In as far as a written form requirement is laid down in these Conditions of Sale and Delivery, this written form requirement can only be waived expressly in writing. This rule is not applicable to side agreements which have been individually agreed by the parties during the conclusion of the agreement.

### 2. Quotations and Offers

2.1 Our quotations and offers are non-binding, which means that the Vendor may waive any offer until such offer has been accepted by the Buyer in written. Any quotations and offers are subject to prior sale.

2.2 Our field service is not authorized to make agreements of any kind whatsoever. In order for such agreements to be valid, the written consent of the persons authorized to conclude agreements for the Vendor is required.

2.3 Specimens and samples presented to the Buyer are considered as approximated inspection pieces for quality, dimensions, colour, packaging and presentation. These specimens and samples are presented to the Buyer only for the purpose of notification and

osobine stvari, te Prodavac ne garantuje saobraznost.

### 3. Cene

3.1 Cene navedene u cenovniku Prodavca predstavljaju neto cene, odnosno cene bez poreza na dodatu vrednost i podrazumevaju franko fabriku, odnosno skladište za isporuku, uključujući ambalažu.

3.2 Sve rešetkaste kutije, kontejneri ili slična transportna ambalaža (povratni kontejner) koji su dati na zajam ostaju vlasništvo Prodavca i vraćaju se Prodavcu u dobrom stanju, a o trošku i na rizik Kupca, u razumnom roku nakon isporuke. Kupac je odgovoran za bilo kakvu štetu ili gubitak povratnog kontejnera. Nevraćanje bilo kog povratnog kontejnera Kupac će nadoknaditi na osnovu vremenske vrednosti povratnog kontejnera.

### 4. Uslovi plaćanja

4.1 Fakturisani iznosi dospevaju u roku od 30 dana od dana prijema fakture u fakturisanj valuti bez odbitka. Ukoliko su cene izražene u EUR, plaćanje se vrši prema srednjem kursu Narodne banke Srbije, važećem na dan uplate.

4.2 Primedbe na fakturu izdatu od strane Prodavca, Kupac podnosi odmah po prijemu fakture u pisanoj formi. Faktura će se smatrati prihvaćenom ukoliko Kupac ne podnese prigovor na fakturu u roku od 30 dana od datuma fakture. Prodavac će obavestiti Kupca o ovoj odredbi u svakoj fakturi posebno. Dogovoreni rok plaćanja računa se od datuma fakture.

4.3 Kupac može nadoknaditi bilo koji svoj zahtev protiv bilo kojeg potraživanja Prodavca ako su Kupčeva potraživanja nesporna ili ako ih je sud potvrdio.

4.4 Bilo koji bonus ili povraćaj novca Kupcu će biti isplaćeni samo ako Prodavac nema odgovarajuća potraživanja od Kupca. Takva dospela potraživanja biće nadoknađena kompenzacijom.

4.5 U slučaju docnje u plaćanju, nezavisno od razloga docnje, Kupac je dužan da Prodavcu, pored glavnog duga plati i zakonsku zateznu kamatu.

### 5. Vreme isporuke i isporuka

5.1 Rok za isporuku započinje danom potvrde narudžbine od strane Kupca.

5.2 Kupac ne može odbiti prihvatanje isporuke bez osnovanog razloga, odnosno ne može svojim ponašanjem sprečiti prihvatanje isporuke, inače se smatra da Kupac

approximate determination of the nature of the item, and the Vendor does not guarantee compliance.

### 3. Prices

3.1 The prices stated in the Vendor's price list represent net prices, i.e. prices without value added tax and include ex works, i.e. warehouse for delivery, including packaging.

3.2 Any lattice boxes, containers or similar transport packaging (returnable container) provided on loan remain the property of the Vendor and shall be returned to the Vendor in good order and at the expense and risk of the Buyer within a reasonable period after delivery. The Buyer shall be liable for any damage or loss of the returnable container. Failure to return any of the returnable container shall be compensated by the Buyer based on the time value of the returnable container.

### 4. Payment Terms

4.1 The invoiced amounts will be due within 30 days from the day of receipt of the invoice, in the invoiced currency without deductions. If the prices are expressed in EUR, payment is made according to the middle exchange rate of the National Bank of Serbia, valid on the day of payment.

4.2 Complaints about the invoice issued by the Vendor shall be conveyed immediately upon receipt, in writing. The invoice shall be deemed as accepted if the Buyer does not object to the invoice within a period of 30 days following the date of the invoice. The Vendor will inform the Buyer of this stipulation in each invoice separately. The agreed payment period counts from the date of the invoice.

4.3 The Buyer may offset any of its claims against any claims of the Vendor if the Buyer's claims are undisputed or have been confirmed by a court.

4.4 Any bonuses or refunds will only be paid to the Buyer if the Vendor itself has no due claims against the Buyer. Such due claims will be netted by offsetting.

4.5 In case of late payment, regardless of the reason for the delay, the Buyer is obliged to pay the Vendor, in addition to the main debt, the legal default interest.

### 5. Time of Delivery and Delivery

5.1 The deadline for delivery shall commence on the day of our order confirmation by the Buyer.

5.2 The Buyer may not refuse acceptance of the delivery without a valid reason, i.e. the Buyer cannot prevent the acceptance of delivery by his behavior, otherwise it is

dolazi u docnju.

5.3 Dogovorene količine su približne količine koje Prodavcu daju pravo na isporuku robe do 10% ispod ili iznad dogovorene količine. Težina na otpremi će biti presudna.

5.4 Događaji više sile oslobađaju Prodavca obaveze blagovremene isporuke. Ako se Prodavac i Kupac ne mogu dogovoriti o novom fiksnom datumu isporuke, Kupac može ostvariti svoja zakonska prava. Isto se odnosi na slučajeve više sile koji se dogode kod bilo kog dobavljača Prodavca. U svim takvim slučajevima Prodavac ima pravo da odstane od ugovora.

5.5 Isporuke će se vršiti fabričku ili u skladištu. Ako je ugovor sklopio Kupac koji je preduzetnik, svaki rizik će se preneti na Kupca predajom broderskom agentu ili špediteru, najkasnije, kada roba napusti proizvodni pogon ili skladište.

6. Garancija, obaveštenje o nedostacima, odštetni zahtevi

6.1 Izjave o usaglašenosti robe sa odredbama bilo koje prirode, kao i bilo kakve preporuke robe koje daje Prodavac ili njegovi zastupnici, kao i opisi proizvoda Prodavca ili proizvođača, ne predstavljaju garanciju.

6.2 Kupac ne može ostvariti svoje zahteve u vezi nedostatka koji se smatra neznatnim, odnosno koji predstavlja neznatno odstupanje od dogovorenog kvaliteta/teksture ili zbog uobičajenog gubitka.

6.3 Kupac je dužan da obavesti Prodavca o bilo kakvim vidljivim nedostacima slanjem pismenog obaveštenja o nedostatku Prodavcu bez odlaganja, a najkasnije u roku od osam dana od dana prijema robe od strane Kupca na dogovorenom mestu isporuke. U slučaju skrivenih nedostataka Kupac mora o ovim nedostacima obavestiti Prodavca u roku od osam dana od dana kada je nedostatak otkriven. Prodavac ne odgovara za nedostatke koji se pokažu pošto protekne šest meseci od predaje stvari, izuzev kad je posebnim ugovorom sa Kupcem određen duži rok.

6.4 Kupac koji je blagovremeno i uredno, u skladu sa članom 6.3 ovih Opštih uslova poslovanja, obavestio Prodavca o nedostatku ima sledeća prava:

- da zahteva od Prodavca da nedostatak ukloni ili da mu preda drugu stvar bez nedostatka (ispunjenje ugovora);
- da zahteva sniženje cene;
- da izjavi da raskida ugovor;

Pored svakog od ovih prava, Kupac ima pravo i na naknadu štete ukoliko trpi takvu štetu.

considered that the Buyer is late.

5.3 The agreed quantities are approximate quantities which entitle the Vendor to deliver goods of up to 10% below or above the agreed quantity. The weight at dispatch shall be decisive.

5.4 Events of force majeure shall release the Vendor from the obligation of on time delivery. If the Vendor and the Buyer are unable to agree on a new fixed date of delivery, the Buyer may exercise his statutory rights. The same shall apply when any events of force majeure occur with any of the sub-suppliers of the Vendor. In any such events the Vendor has the right to rescind from the agreement.

5.5 Deliveries will be made at the factory or warehouse. If the agreement has been entered into by a Buyer who is an entrepreneur, any risk shall be passed over to the Buyer with the handover to the shipping agent or freight forwarder, at the latest however, when the goods leave the production facility or the warehouse.

6. Warranty, Notice of Defects, Damage Claims

6.1 Statements about the conformity of the goods with provisions of whatever nature, and any recommendations of goods given by the Vendor or its agents, as well as product descriptions of the Vendor or the manufacturer do not represent a warranty or guarantee.

6.2 The Buyer cannot fulfill his claims regarding the defect, which is considered insignificant, i.e. which represents a slight deviation from the agreed quality/texture or due to the usual loss.

6.3 The Buyer is obliged to notify the Vendor of any visible defects by sending a written notice of the defect to the Vendor without delay, and at the latest within eight days from the date of receipt of the goods by the Buyer at the agreed place of delivery. In case of hidden defects, the Buyer must notify the Vendor of these defects within eight days from the day when the defect was discovered. The Vendor is not responsible for defects that appear after six months have elapsed from the delivery of the goods, except when a special contract with the Buyer specifies a longer period.

6.4 The Buyer who has timely and properly, in accordance with Article 6.3 of these General Terms and Conditions, notified the Vendor of the defect has the following rights:

- to require from the Vendor to remove the defect or to hand over another item without defect (fulfillment of the agreement);
- to request a price reduction;
- to declare that he is terminating the agreement;

In addition to each of these rights, the Buyer is entitled to compensation for damage if he suffers such damage.

6.5 Kupac može raskinuti ugovor samo ako je prethodno ostavio Prodavcu naknadni primereni rok za ispunjenje ugovora. Kupac može raskinuti ugovor i bez ostavljanja naknadnog roka ako mu je Prodavac posle obaveštenja o nedostacima saopštio da neće ispuniti ugovor ili ako iz okolnosti konkretnog slučaja očigledno proizlazi da prodavac neće moći ispuniti ugovor ni u naknadnom roku.

6.6 Kupac gubi pravo da raskine ugovor zbog nedostatka stvari kad mu je nemoguće da vrati stvar ili da je vrati u stanju u kome ju je primio. Ipak, Kupac može raskinuti ugovor zbog nekog nedostatka stvari ako je stvar potpuno ili delimično propala ili oštećena usled nedostatka koji opravdava raskidanje ugovora, ili usled nekog događaja koji ne potiče od njega ni od nekog lica za koje on odgovara.

6.7 Prava Kupca koji je blagovremeno obavestio Prodavca o postojanju nedostatka gase se po isteku jedne godine, računajući od dana odašiljanja obaveštenja Prodavcu, izuzev ako je Prodavčevom prevarom Kupac bio sprečen da ih upotrebi.

Međutim, Kupac koji je blagovremeno obavestio prodavca o postojanju nedostatka može posle proteka ovog roka, ako još nije isplatio cenu, istaći svoj zahtev da se cena snizi ili da mu se naknadi šteta kao prigovor protiv Prodavčevog zahteva da mu se isplati cena.

## 7. Zadržavanje prava

7.1 Dok ne bude plaćena puna kupoprodajna cena isporučene robe, Prodavac ostaje vlasnik prodane robe. U slučaju da je preduzetnik ugovorna strana, Prodavac će nadalje ostati vlasnik prodane robe sve dok Kupac ne plati u potpunosti sve neizmirene dugove, uključujući i one koji su rezultat drugih isporuka Prodavca Kupcu. Roba nad kojom vlasništvo još nije prešlo na Kupca, u skladu sa napred navedenim odredbama, u daljem tekstu se naziva „Rezervisana roba“.

7.2 Kupac nije ovlašćen da vrši bilo kakve izmene na Rezervisanoj robi. Ukoliko, i pored ove zabrane, Kupac obradi Rezervisano robu novom, pokretnom stvari, ta nova stvar će postati vlasništvo Prodavca, pod uslovom da se pokretna stvar ne može odvojiti od Rezervisane robe bez pričinjavanja štete, odnosno da Kupac ne može Prodavcu vratiti Rezervisano robu u stanju u kome ju je primio.

Ako Kupac pomeša - obradi Rezervisano robu zajedno sa drugom robom koja nije vlasništvo Prodavca, a da se tako spojene ili pomešane stvari više ne mogu razdvojiti bez znatne štete ili bez nesrazmernih troškova, Prodavac će steći suvlasništvo nad novom stvari, i to srazmerno vrednosti koju su pojedine stvari imale u trenutku spajanja ili

6.5 The Buyer may terminate the agreement only if he has previously given the Vendor a subsequent reasonable deadline for the fulfillment of the agreement. The Buyer may terminate the contract without leaving a subsequent deadline if the Vendor informed him after the notification of the defects that he will not fulfill the agreement or if the circumstances of the specific case clearly show that the Vendor will not be able to fulfill the agreement even later.

6.6 The Buyer loses the right to terminate the agreement due to the defects of the thing when it is impossible for him to return the thing or to return it in the condition in which he received it. However, the Buyer may terminate the agreement due to a defect if the item is completely or partially failed or damaged due to a defect that justifies the termination of the contract, or due to an event that does not originate from him or a person for whom he is responsible.

6.7 The rights of the Buyer who timely notified the Vendor of the existence of the defect expire after one year, counting from the day of sending the notice to the Vendor, unless the Buyer was prevented by the Vendor from using them by fraud.

However, the Buyer who has timely notified the Vendor of the existence of a defect may, after the expiration of this period, if he has not yet paid the price, state his request to lower the price or to compensate him as an objection against the Vendor's request to pay the price.

## 7. Retention of Title

7.1 Until the full purchase price of the delivered goods has been paid, the Vendor shall remain owner of the sold goods. *Vis-à-vis* entrepreneurs as contractual partners, the Vendor furthermore shall remain owner of the sold goods until the Buyer has paid all outstanding debts in full, even if they result from other deliveries of the Vendor to the Buyer. The goods for which the ownership has not yet passed to the Buyer according to the stipulations above are in the following referred to as the "Reserved Goods".

7.2 The Buyer is not authorized to make any changes to the Reserved Goods. If, despite this prohibition, the Buyer processes the Reserved Goods with a new, movable item, the new item will become the property of the Vendor, provided that the movable item cannot be separated from the Reserved Goods without causing damage, i.e. that the Buyer cannot return the Reserved Goods to the Vendor in the condition in which he received it.

If the Buyer mixes - processes the Reserved Goods together with other goods that are not the property of the Vendor, and that such merged or mixed items can no longer be separated without significant damage or

mešanja.

7.3 Kupac će imati pravo na prodaju Rezervisane robe tokom redovnog poslovanja. Kupac ovim ustupa Prodavcu sva buduća potraživanja koja proizlaze iz prodaje Rezervisane robe svojim kupcima u iznosu od još uvek postojećeg duga po otkupnoj ceni. Kupac mora otkriti imena svojih kupaca na zahtev Prodavca.

7.4 Kupac je dužan da odmah obavesti Prodavca o pristupu treće strane Rezervisanoj robi.

## 8. Mesto ispunjenja i nadležnost

8.1 Mesto ispunjenja ugovornih obaveza obe ugovorne strane jeste sedište Prodavca, ukoliko Prodavac i Kupac drugačije ne ugovore.

Isključivo mesto nadležnosti za sve sporove koji proizilaze iz i u vezi sa ugovornim odnosima između Prodavca i Kupca je sedište Prodavca, dok se za suđenje u sporovima za zaštitu prava potrošača primenjuje zakonsko pravilo, pa je pored suda opšte mesne nadležnosti, nadležan i sud na čijem području potrošač ima prebivalište, odnosno boravište.

8.2 Prodavac takođe može tužiti Kupca u njegovom sedištu. U odnosu na potrošače kao kupce primenjuju se zakonski propisi.

## 9. Završne odredbe

9.1 Ugovorni odnosi između Kupca i Prodavca podležu propisima Republike Srbije.

9.2 Ništavost pojedinih odredbi neće uticati na valjanost ostalih odredbi.

9.3 U meri u kojoj ovi Opšti uslovi poslovanja predviđaju pismeni obrazac, komunikacija putem e-pošte dovoljna je da se ispuni traženi pisani obrazac.

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without disproportionate costs, the Vendor will acquire co-ownership of the new item, and in proportion to the value that individual goods had at the time of merging or mixing.

7.3 The Buyer shall be entitled to sell the Reserved Goods in the regular course of business. The Buyer hereby assigns to us all future claims arising from the sale of the Reserved Goods to its customers in the amount of the still existent purchase price debt. The Buyer must disclose the names of its customers upon our demand.

7.4 The Buyer is obliged to notify to us any third-party access to the Reserved Goods immediately.

## 8. Place of Fulfilment and Jurisdiction

8.1 The place of fulfilment for the contractual obligations of both parties is the seat of the Vendor unless the Vendor and the Buyer agree otherwise.

Exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relations between the Vendor and the Buyer is the seat of the Vendor, while the legal rule is applied for the trial in disputes for the protection of consumer rights, so in addition to the court of general local jurisdiction, the court in whose territory the consumer has a permanent or temporary residence is also competent.

8.2 The Vendor may also sue the Buyer at its registered offices. Vis-à-vis consumers as customers the statutory regulations apply.

## 9. Final Provisions

9.1 The contractual relations between the Buyer and the Vendor are subject to the laws of the Republic of Serbia.

9.2 The nullity of certain provisions will not affect the validity of other provisions.

9.3 To the extent that these General Terms and Conditions stipulate a written form requirement, a communication via e-mail is sufficient to meet the required written form.

March 2021

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