



Datum: 14.02.2022

DS SMITH PACKAGING Ltd. KRUŠEVAC - STANDARD SALE CONDITIONS

Date: 14.02.2022

DS SMITH PACKAGING d.o.o. KRUŠEVAC - STANDARDNI USLOVI PRODAJE

1. INTRODUCTION

a) Definitions:

"**DS Smith**", "**we**", "**us**" or "**our**" are DS Smith Packaging Ltd. Kruševac, registered in Republic of Serbia with company number 07102259 and registered office at Balkanska br.72, 37000 Kruševac; "**you**" or "**your**" are anyone to whom we are supplying Goods ("**supply**"); DS Smith and you are together the "**parties**", and each a "**party**";

"**business day**" means a day (other than a Saturday, Sunday or bank holiday) on which banks are ordinarily open for business in Republic of Serbia;

"**Goods**" means the goods to be supplied by us to you under an Agreement;

"**Intellectual Property Rights**" means copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Order**" means your written acceptance of a quotation we have issued to you in respect of the purchase of Goods, or your written request (in such format as we may agree from time to time) to purchase Goods; and

"**Your Materials**" means any goods, specifications, designs, logos, trade marks, prints, artwork, instructions or other information provided by you or on your behalf to DS Smith related to the manufacture of goods;

b) Each Order shall constitute an offer by you to purchase the specified Goods upon these standard sale conditions (the "**Conditions**"). You will be responsible for ensuring that each Order is complete and accurate. Each Order shall set out:

- a specification of the Goods (if not, our standard specification will apply);
- the price agreed (the "**Price**"); and
- the delivery or collection details.

No Order made by you shall be accepted by DS Smith other than by our written acknowledgement to make that supply (the "**Acknowledgement**"), at which point a contract for the supply on these Conditions will be established. We may accept or reject Orders in our discretion. The Order incorporates these Conditions (as may be specifically amended in the Order).

c) The Order, the Acknowledgement and these Conditions (together the "**Agreement**") constitute the whole of our agreement for the supply of Goods as specified in the relevant Order, and supersede any previous agreement we may have had with you, relating to its subject matter. Any subsequent Order and subsequent Acknowledgement, together with the Conditions (or our standard sale conditions at that time), shall constitute a separate contract for the supply of Goods specified in the relevant Order. These Conditions shall apply to and govern the Agreement to the exclusion of all other terms and conditions which may be contained in or referred to in any quotation, catalogue, price list, order, acknowledgement or any other document (including, without limitation, any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation) or which are implied by law (unless the law in question cannot be excluded), trade custom, practice or course of dealing.

d) If there is any inconsistency between the parts of the Agreement, then the Acknowledgement shall prevail over the Conditions, which shall prevail over the Order, which shall prevail over any other document.

1. UVOD

a) Definicije:

"**DS Smith**", "**mi**", "**nas**" ili "**naše**" jeste DS Smith Packaging d.o.o. Kruševac, registrovan u Republici Srbiji sa matičnim brojem preduzeća 07102259 i sedištem na adresi Balkanska br.72, 37000 Kruševac;

"**Vi**" ili "**vaš**" je svako kome isporučujemo robu ("**snabdevanje**"); DS Smith i vi ste zajedno ste označeni kao "**stranke**", a svako posebno kao "**stranka**";

"**Radni dan**" označava dan (osim subote, nedelje ili praznika) kojim su banke obično otvorene za poslovanje u Republici Srbiji;

"**Roba**" označava robu koju ćemo vam isporučiti na osnovu sporazuma;

"**Prava intelektualne svojine**" označavaju autorska i srodna prava, žigove i žigove usluga, trgovačka imena i imena domena, prava na osnovu licenci, prava na "good will" ili prava na tužbe za prenošenje ili zbog neloyalne konkurenciju, patente, prava na izume, prava na dizajne, prava na računarski softver, prava na baze podataka, prava na poverljive informacije (uključujući stručnost i poslovne tajne) i sva druga prava intelektualne svojine, u svakom slučaju registrovana ili neregistrovana, uključujući sve aplikacije (ili prava na primenu) za i obnavljanje ili produženje takvih prava i svih sličnih ili ekvivalentnih prava ili oblika zaštite koja postoje trenutno ili u budućnosti u bilo kom delu sveta;

"**Porudžbina**" znači vaše pismeno prihvatanje ponude koju smo vam izdali u vezi sa kupovinom Robe ili vaš pisani zahtev (*u takvom obliku za koji se ranije sporazumeli da predstavlja porudžbinu*) za kupovinu Robe; i

"**Vaši materijali**" označavaju bilo koju robu, specifikacije, dizajne, logotipe, zaštitne znakove, otiske, umetnička dela, uputstva ili druge informacije koje ste vi ili neko treće lice, u vaše ime obezbedili DS Smith-u u vezi sa izradom robe;

b) Svaka porudžbina predstavljaće Vaš zahtev za kupovinu robe navedene u njoj, pod ovim, standardnim uslovima prodaje ("**Uslovi**"). Vi ćete biti odgovorni za to da svaka porudžbina bude potpuna i tačna. U svakoj porudžbini, obavezno, će biti navedeno:

- specifikacija robe (ukoliko ne, primenjivaće se naša standardna specifikacija);
- ugovorena cena ("**cena**"); i
- detalji o isporuci ili preuzimanju.

DS Smith neće prihvatiti nijednu Vašu porudžbinu osim u slučaju naše pismene potvrde da izvršimo tu isporuku ("**Potvrda**"), u kom slučaju se smatra da je zaključen ugovor o snabdevanju pod uslovima iz ovih standardnih uslova prodaje. Vaše Porudžbine možemo prihvatiti ili odbiti po našoj odluci. Porudžbina u sebi uključuje ove Uslove (koji mogu biti posebno izmenjeni u Porudžbini).

c) Porudžbina, Potvrda i ovi Uslovi (zajedno sa "**Ugovorom**") čine sastavni deo našeg sporazuma o isporuci Robe specifikirane u odgovarajućoj Porudžbini i zamenjuju svaki prethodni ugovor koji smo možda imali sa Vama u vezi sa isporukom Robe ili predmetom isporuke. Sledeća porudžbina i naknadna potvrda, zajedno sa Uslovima (ili našim standardnim uslovima prodaje u to vreme), predstavljaće zaseban ugovor za isporuku Robe navedene u odgovarajućoj Porudžbini. Ovi uslovi će se primenjivati na Sporazum i njime se uređuju naš poslovni odnos, izuzimajući sve ostale uslove i odredbe koji mogu biti sadržani u bilo kojoj drugoj ponudi, katalogu, cenovniku, porudžbini, potvrdi ili bilo kom drugom dokumentu (uključujući, bez ograničenja, bilo koje uslove ili uslove koje navodno primenite u skladu sa bilo kojim nalogom za kupovinu, potvrdom porudžbine ili drugom prepiskom ili dokumentacijom) ili koji su bili predviđeni zakonom (osim ako se primena zakona ne može isključiti), trgovačkim običajima, praksom ili ranijim načinom poslovanja.

d) Ukoliko postoji neka nesaglasnost između delova Sporazuma, Potvrda će imati prednost nad ovim Uslovima, koji će imati prednost nad Porudžbinom, koja će imati prednost nad bilo kojim drugim dokumentom. Osim ako nije drugačije predviđeno tačkom 2. Uslova ili na drugi način bilo ranije pismeno

Save as provided under clause 2 or otherwise as agreed in writing and signed by the authorised representatives of the parties, no variation to the Agreement is valid.

- e) Each party agrees that it has not relied upon, and shall have no remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

2. CANCELLATION AND VARIATION

- a) You may cancel your Order (in whole or in part) at any time prior to delivery of the Goods. If you cancel more than 48 hours prior to delivery, you are to pay DS Smith on demand a reasonable cancellation charge which takes into account all work we have done under the Agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit in respect of the cancelled Order (or part thereof). If you cancel your Order (in whole or in part) 48 hours or less prior to delivery, the cancellation charge payable to DS Smith on demand will be equal to 100% of the Price and Costs of the cancelled Goods.
- b) If you ask DS Smith to vary your Order and agree with DS Smith an appropriate variation to the Price and to the time scale for delivery, we agree to make the supply in accordance with those variations, provided this has been agreed in writing by our authorised representative, and the Order shall be deemed as so varied, and any remedies available to you under the Agreement shall be subject to the agreed variations.
- c) You acknowledge and agree that: (i) we may vary the prices of the goods made available for purchase by you from time to time to take account of increases in the cost of materials or other costs we incur to make a supply; (ii) the Price of the Goods agreed by the parties under the Agreement may vary from the prices set out in our price list or from previous prices we have offered you or otherwise agreed with you under other agreements; and (ii) the prices that we offer you at the time of your request to vary an Order pursuant to clause 2(b) may differ from the Price of the Goods agreed at the time of the Order.
- d) We may also substitute suitable alternative materials without notice to you unless such substitution will result in a delay, in which case we will advise you of the estimated delay in fulfilling your Order. If we are unable to fulfil your Order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the Order with no further obligation or liability to you.

3. PRICE AND TAX

- a) Unless otherwise contract defined or specified in the invoice, you are to pay, in addition to the Price:
- all applicable VAT (or equivalent), import or export duties and any and all other taxes, tariffs and surcharges of any nature whatsoever now or hereafter levied or imposed in any country or territory (either directly or indirectly) in respect of the sale, supply, delivery or use of the Goods and/or services; and
 - the cost of packaging, carriage and insurance, ("**Costs**").
- b) All the Prices for the supply of Goods and any associated services are quoted without VAT.
- c) Any VAT (value added tax) on the basis of turnover of agreed products or services will be charged on the agreed sale price in accordance with the valid Law on Value Added Tax of the Republic of Serbia.
- d) DS Smith shall issue invoices complying with applicable legislation on contents of invoices, to ensure that you will be able to deduct/recover the VAT charged on the invoice by DS Smith. If any such compulsory contents are missing, DS Smith shall issue corrective invoices within one month following your written request.
- e) In the event that VAT is charged in error, it is necessary to issue a new invoice and the amount of VAT will be adjusted accordingly. If VAT is not collected but it is subsequently determined that it should have been collected or the competent tax administration has estimated that VAT is due for the purchase price, VAT paid at the specified purchase price will be paid upon issuance of a valid VAT invoice.
- f) If you are arranging or responsible for the transport of Goods cross-border then, undertake to submit to DS Smith the documentation of the competent authorities confirming the movement of goods across the border in order to release DS Smith from the obligation to calculate and

dogovoreno i potpisano od strane ovlašćenih predstavnika strana, sa tim da nijedna druga izmena Sporazuma neće biti važeća.

- e) Svaka strana izjavljuje da se prilikom zaključenja ovog pravnog posla nije oslanjala, niti da će imati pritužbu, na bilo koju drugu izjavu, zastupanje, uverenje ili garancije (bilo da su učinjene slučajno ili iz nehata) koja nisu navedene u Sporazumu. Svaka strana garantuje da je prilikom zaključenja ovog pravnog posla drugoj ugovornoj strani dostavila tačne podatke bez namere da nešto prikrije; Ukoliko jedna ugovorna strana dostavi netačne i nepotpune podatke, snosiće odgovornost zbog takvog ponašanja i u obavezi da je da drugoj ugovornoj strani nadoknadi štetu koji trpi usled takvog ponašanja;

2. OTKAZ PORUDŽBINE I IZMENE

- a) Vi, možete otkazati svoju porudžbinu (u celosti ili delimično) u bilo koje vreme pre isporuke Robe. Ako je otkazete, u dužem roku od 48 sati pre isporuke, bićete u obavezi da DS Smith-u na njegov zahtev, platite naknadu za otkazivanje koja u sebi uključuje vrednost posla koji smo obavili prema Ugovoru, sve troškove koje smo imali i sve troškove koje smo se obavezali da platimo i naš gubitak dobiti u vezi sa otkazanom Porudžbinom (ili njenim delom). Ako otkazete Porudžbinu (u celosti ili delimično) u kraćem roku od 48 sati ili još kraće, pre isporuke, naknada za otkazivanje koju ćete biti u obavezi da platite DS Smith-u na njegov zahtev biće jednaka vrednosti od 100% cene i troškova otkazane robe.
- b) Ako zatražite od DS Smith-a da promeni Vašu porudžbinu i sa DS Smith-om dogovorite odgovarajuću izmenu cene i roka za isporuku, izjavljujemo da smo saglasni da isporuku izvršimo u skladu sa traženim izmenama, pod uslovom da ste se pre toga pismeno dogovorili sa našim ovlašćenim predstavnikom, a Porudžbina će se smatrati izmenjenom, a sva pravna sredstva koja su vam na raspolaganju po Ugovoru podležu dogovorenim promenama.
- c) Prijemom ovih Uslova, potvrđujete da ste saglasni da: (i) povremeno možemo jednostrano menjati cenu robe koja vam je dostupna za kupovinu u slučaju povećanja troškova materijala ili drugih troškova snabdevanja; (ii) se ugovorena cena robe može razlikovati od cena navedenih u našem cenovniku ili od cena koje smo vam prethodnih ponudili ili na drugi način dogovorili sa vama u skladu sa drugim ugovorima; (iii) cene koje vam nudimo u vreme vašeg zahteva za promenom porudžbine u skladu sa klauzulom 2 (b) mogu se razlikovati od cene robe dogovorene u vreme porudžbine.
- d) Prijemom ovih Uslova, potvrđujete da ste saglasni da: prilikom izrade robe, možemo koristiti zamenske materijale bez posebnog obaveštenja, osim ako takva zamena ne dovede do odlaganja ugovorenog roka isporuke, u kom slučaju ćemo vas obavestiti o procenjenom kašnjenju u izradi vaše porudžbine. Ako ne budemo u mogućnosti da izradimo vašu porudžbinu u razumnom roku zbog nedostataka materijala za izradu van naše razumne kontrole, možemo otkazati porudžbinu bez dodatnih obaveza ili odgovornosti prema vama.

3. CENA I POREZ

- a) Osim ukoliko nije drugačije ugovorom definisano ili naznačeno u računu, pored cene, vi se obavezujete da platite i:
- PDV (ili ekvivalente), uvozne ili izvozne carine i sve druge propisane poreze, carine i naknade, sada važeće ili buduće, u bilo kojoj zemlji ili teritoriji (bilo direktno ili indirektno) u odnosu na prodaju, snabdevanje, isporuku ili upotrebu Robe i / ili usluga;
 - troškove pakovanja, transporta i osiguranja ("**Troškovi**").
- b) Sve cene za isporuku robe i bilo koje povezane usluge su navedene bez PDV-a.
- c) Bilo koji PDV (porez na dodatu vrednost) po osnovu prometa dogovorenih proizvoda ili usluga biće zaračunat na dogovorenu prodajnu cenu u skladu sa važećim Zakonom o porezu na dodatu vrednost Republike Srbije.
- d) DS Smith će izdati račune u skladu sa važećim zakonom o sadržaju računa, kako bi vam omogućio da izvršite odbitak / povraćaj PDV koji vam je naplatio DS Smith na računu. Ukoliko izdati račun ima bilo koji nedostak, DS Smith se obavezuje da vam izda izmenjen račun u roku od jednog meseca od vašeg pismenog zahteva.
- e) U slučaju da je PDV greškom naplaćen, potrebno je izdati nov račun a iznos PDV-a će se prilagoditi u skladu sa tim. Ako PDV nije naplaćen ali se naknadno utvrdilo da je trebalo da se naplati ili je nadležna poreska uprava procenila da se PDV duguje za kupovnu cenu, PDV koji se plaća po navedenoj kupovnoj ceni biće plaćen po izdavanju važećeg računa za PDV.
- f) Ako dogovarate ili ste odgovorni za prekogranični transport robe, obavezujete se da DS Smith-u dostavite dokumentaciju nadležnih organa koja potvrđuje prelazak robe preko granice radi oslobađanja DS Smith-a od obaveze obračuna i plaćanja PDV-a u skladu sa važećim Zakonom o porezu na dodatu vrednost (ako je primenljivo).
- g) Ako po zakonu trebate izvršiti odbitak ili zadržavanje poreza, iznos plaćanja koji treba da platite DS Smith-u biće jednak uplati koja bi dospela da nema takvog odbitka ili potrebnog zadržavanja.

pay VAT in accordance with the applicable Law on Value Added Tax of the Republic of Serbia (if applicable).

g) If a deduction or withholding for or on account of tax is required by law to be made by you, the amount of payment due from you to DS Smith shall be equal to the payment which would have been due if no such tax deduction or withholding had been required.

4. PAYMENT

- a) We will invoice you for the Price and the Costs once the Goods have been dispatched. You are to pay the invoice within 30 days from the date of invoice and in the manner set out in the invoice, unless otherwise agreed in writing. If you have a claim against DS Smith, you must notify DS Smith of it promptly and make all reasonable efforts to resolve the dispute amicably.
- b) We are not obliged to supply any Goods to you while any payment is overdue on the Agreement or any other agreement we or any other DS Smith Group Company (defined below) may have with you.
- c) If you do not make the payment to us on time, then, without limiting our available legal remedies from point 10, we may demand payment of legal default interest in accordance with the applicable legal regulations of the Republic of Serbia.
- d) If you have previously made a late payment to us, we may also at our discretion require you to pay any future amounts upfront, or may require security for any payment, before continuing with or delivering any Order.

5. WARRANTY, DEFECTS AND INDEMNITY

- a) We warrant to you that the Goods at the time of delivery will not infringe the Intellectual Property Rights of a third party within the UK or (if applicable) Ireland; provided that this warranty shall not apply to the extent that the Goods (or any part of them) contain, derive from or otherwise embody any Intellectual Property Rights subsisting in Your Materials ("**Your Materials IPR**").
- b) We warrant to you that the Goods will at the time of delivery or collection (as applicable) and for 3 months thereafter: (i) be free from any material defect due to faulty materials, design and workmanship; and (ii) conform in all material respects with the applicable specification. This warranty is subject to the limitations in clauses 5(c) to (e), but in any event you shall notify us of any actual or suspected defect as soon as practicable.
- c) All implied warranties or conditions are excluded to the fullest extent permitted by law. Any samples, illustrations or descriptive material shall be treated as approximate and for guidance only. We shall not be liable for their accuracy.
- d) You will sign the delivery note and / or any export documentation and inspect the Goods immediately upon receipt of the goods). In the case of water damage, this must be endorsed on the delivery note at the time of delivery. If: (i) any defects are notified on the delivery note; (ii) you endorse on the delivery note that the Goods are unexamined and within 10 days of delivery notify DS Smith in writing of all visible defects, except for damage from water; or (iii) in the event of a defect not observed during normal visual inspection (invisible defects), notify DS Smith in writing of such defect as soon as possible, and no later than 30 days from the date of detection of defects but not longer than 6 months, unless the contract of sale, we shall, after inspecting the Goods, at our discretion repair or replace any defective Goods, or take them back and refund the relevant portion of the Price and applicable VAT/GST (or equivalent) paid by you attributable to the returned Goods. Once we have done so, we shall have no further liability to you for the rejected goods' failure to comply with clause 5(b). If you do not notify DS Smith within the above time periods, you shall be deemed to have accepted the Goods.

The buyer's claim which has a quantitative discrepancy of shipped products and/or of received products as its subject, must be documented by the buyer through:

- the minute book on quantitative discrepancy, mandatorily signed by the shipper, as well as
- the identification mark from the pallet on which the discrepancy had been detected

The buyer's claim which has a qualitative discrepancy between delivered products and the specified requirements of the buyer as its subject, must be documented through the information about:

- the delivered quantity and quantity under claim,
- the work order,
- the shipment date,
- the shipping list number,
- the number of the pallet on which the discrepancy was detected (the mark from the label of the finished product) and
- the sample of the product under claim.

4. PLAĆANJE

a) Nakon otpremanja robe fakturisaćemo vam cenu i troškove. Račun morate platiti u roku od 30 dana od datuma izdavanja računa, i na način naveden u računu, ukoliko nije drugačije dogovoreno pismenim putem. Ako imate tužbu ili neko potraživanje protiv DS Smith-a, morate o tome odmah obavestiti DS Smith i uložiti sve razumne napore da se spor reši sporazumno.

b) Nismo dužni da vam isporučujemo nikakvu robu dok ne izmirite bilo koje dugovanje po ugovoru ili bilo kojem drugom ugovoru prema DS Smith-u ili bilo kojoj drugoj kompaniji DS Smith Group (definisana u nastavku).

c) Ako nam ne izvršite uplatu u roku, tada, bez ograničavanja naših raspoloživih pravnih sredstava iz tačke 10, možemo da zahtevamo plaćanje zakonske zatezne kamate u skladu sa važećim zakonskim propisima Republike Srbije

d) Ako ste nam prethodno izvršili uplatu sa kašnjenjem, po sopstvenom nahođenju, od Vas možemo zahtevati da unapred platite sve buduća potraživanja ili možemo od vas zahtevati garanciju za bilo koju uplatu, pre nego što Vam isporučimo bilo koju porudžbinu.

5. GARANCIJA, NEDOSTACI I NAKNADA

a) Garantujemo vam da roba u trenutku isporuke neće povrediti prava intelektualne svojine neke treće strane u Republici Srbiji pod uslovom da se ova garancija neće primenjivati u onoj meri u kojoj Roba (ili bilo koji njen deo) sadrži, potiče od ili na bilo koji drugi način sadrži bilo koja prava intelektualne svojine koja postoje u vašim materijalima ("**IPR vaših materijala**").

b) Garantujemo vam da će Roba u trenutku isporuke ili preuzimanja i 3 meseca nakon toga: (i) biti bez materijalnih nedostataka zbog neispravnih materijala, dizajna i izrade; (ii) da će biti u skladu sa važećom specifikacijom. Ova garancija podleže ograničenjima iz tačaka 5 (c) do (e), ali u svakom slučaju ćete nas obavestiti o svim nedostacima što je pre moguće i bez odlaganja;

c) Sve dodatne garancije ili uslovi su isključeni u najvećoj meri dozvoljenoj zakonom. Bilo koji uzorak, ilustracija ili opisni materijal tretiraće se kao približni i samo za smernice. Nećemo biti odgovorni za njihovu tačnost.

d) Potpisujete otpremnicu i / ili bilo koju izvoznu dokumentaciju i pregledati Robu odmah po prijemu robe. U slučaju oštećenja vodom, to mora biti naznačeno na otpremnici u trenutku isporuke. Ako: (i) bilo koji nedostaci budu prijavljeni na otpremnici; (ii) na otpremnici potvrđujete da Roba nije ispitana i u roku od 10 dana od dana isporuke pismeno obavestite DS Smith o svim vidljivim nedostacima, osim oštećenja od vode, odnosno; ili (iii) u slučaju kvara koji se ne uočava pri normalnom vizuelnom pregledu (nevidljivi nedostaci), pismeno obavestite DS Smith o takvom nedostatku čim je to moguće, a najkasnije u roku od 30 dana od dana uočavanja nedostataka ali ne duže od 6 meseci, osim ako kupoprodajnim ugovorom nije drugačije određeno, mi ćemo nakon pregleda robe, po našem nahođenju popraviti ili zameniti bilo koju neispravnu robu ili je vratiti nazad i refundirati odgovarajući deo cene i važeći PDV (ili ekvivalent) koji ste platili, a odnosi se na vraćenu robu. Jednom kada to učinimo, nećemo imati drugih odgovornosti prema Vama zbog nepreuzimanja odbijene robe u skladu sa članom 5 (b). Ako ne obavestite DS Smith o nedostacima robe u prethodno navedenim rokovima smatraće se da ste prihvatili Robu, bez primedbi.

Reklamacija kupca čiji je predmet kvantitativna neusaglašenost otpremljenih proizvoda i/ili primljenih proizvoda, kupac mora dokumentovati:

- zapisnikom o kvantitativnom neslaganju obavezno potpisanim od strane prevoznika i
- identifikacionom oznakom za palete na kojoj je detektovana neusaglašenost.

Reklamacija kupca čiji je predmet neusaglašenost kvaliteta isporučenih proizvoda od specificiranih zahteva kupaca mora biti dokumentovana informacijama o:

- isporučenoj i reklamiranoj količini,
- radnom nalogu,
- datumu otpreme,
- broju otpremnice,
- broju palete na kojoj je detektovana neusaglašenost (oznaka sa etikete gotovog proizvoda) i
- uzorkom reklamiranog proizvoda.

e) Nećemo biti odgovorni za nedostatke robe u skladu sa garancijom iz tačke 5 (b) ako: (i) nastavite da koristite takvu robu nakon davanja obaveštenja iz tačke 5 (d); (ii) kvar nastane zato što je Roba, prema našem razumnom mišljenju, pretrpela habanje nepravilnom ili nebrzišnom upotrebom ili uslovima skladištenja ili rada, prekomernim naprezanjem, nepravilnom ugradnjom ili nepoštovanjem

- e) We shall not be liable for the Goods' failure to comply with the warranty in clause 5(b) if: (i) you make any further use of such Goods after giving notice under clause 5(d); (ii) the defect arises because the Goods have, in our reasonable opinion, suffered excess wear and tear by improper or careless use or storage or working conditions, excessive stressing, improper installation or failure to follow our instructions (if any) as to storage, use or maintenance; (iii) the defect arises because the Goods have been altered or repaired without our written consent; or (iv) the defect arises as a result of us following any of your instructions.
- f) **You undertake to indemnify and hold DS Smith harmless on demand from and against any and all liabilities, losses, damages, costs, charges, expenses (including without limitation reasonable legal fees and expenses on a full indemnity basis) suffered or incurred by us in connection with any actions, proceedings, claims and demands incurred by or brought against DS Smith:**
- arising directly or indirectly out of or in connection with any breach of any of your obligations under the Agreement or any contract or any wilful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the Goods; or
 - for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with our acting in accordance with your instructions or our use of Your Materials IPR.

This clause 5(f) shall survive termination of the Agreement.

6. DELIVERY OR COLLECTION

- a) Unless agreed otherwise by the parties in writing, we shall use our reasonable endeavours to deliver the Goods as stated in the Order or Acknowledgement, or as agreed under clause 2(b), but this is only an estimate of the delivery or collection date, time is not of the essence and, to the maximum extent permitted by law, we shall not be liable for any loss or damage arising as a result of failure to deliver the Goods by that time, save as otherwise provided in these Conditions. You can only refuse to accept delivery after that time if:
- after the date of our Acknowledgement you have sent DS Smith a written notice specifying a deadline date; and
 - we have specifically accepted that deadline date in writing.
- b) If we fail to deliver the Goods to you within a reasonable period following the agreed deadline date, then provided that we have first had a reasonable opportunity to offer you a reasonable alternative date for delivery (the acceptance of which shall be deemed as your agreement that we have no further liability to you for the non-delivery), either party may cancel the Order within 5 business days of our notice to you of our alternative delivery date.
- c) We shall not be liable for any delay in delivery of the Goods, or failure to deliver, that is caused by: (i) an event, circumstance or cause beyond our reasonable control; (ii) a shortage of raw materials; or (iii) your failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- d) Where we are delivering Goods to you, you are responsible for unloading them.
- e) Where you are collecting the Goods from us, you are responsible for the goods from the moment the goods are loaded.
- f) Where you fail to take delivery or collect Goods in accordance with the Agreement, you must pay on demand our reasonable storage and additional carriage costs as well as any reasonable administration charge or other claim we may have. If you do not take delivery or collect the Goods within a reasonable period (not to exceed 30 days) from the original date, then we will be entitled to cancel the Agreement for your material breach and resell or otherwise dispose of the Goods.
- g) You have no right to reject the Goods if they vary from the specification and that variation is not material to the use or functionality of the Goods.
- h) You have no right to reject the Goods if the quantity of Goods delivered is up to and including 10% more or less than the quantity ordered ("**Range**") provided that we will make a pro-rata adjustment to the invoice for the Goods.
- i) In the event that the quantity of Goods delivered is above the Range, you may: (i) reject and return to us the excess Goods above the Range; or (ii) accept the excess Goods above the Range, in which case we will have the right to make a pro-rata adjustment to the invoice for the Goods. We shall not have any further liability to you for the delivery of Goods above the Range.
- j) In the event that the quantity of Goods delivered is less than the

naših uputstava (ako postoje) u vezi sa skladištenjem, upotrebom ili održavanjem; (iii) kvar nastaje zato što je Roba izmenjena ili popravljena bez našeg pismenog pristanka; ili (iv) ako kvar nastane kao rezultat toga što smo se pridržavali bilo kog od vaših uputstava prilikom njene izgrade.

f) Obavezujete se da ćete sprečiti nastanak štete i obeštetiti DS Smith od bilo kojih i svih obaveza, gubitaka, štete, troškova, naknada, izdataka (uključujući bez ograničenja sudske takse i troškove do visine pune štete) koje smo pretrpeli ili su nastali u vezi sa bilo kakvim radnjama, postupcima, zahtevima nastalim ili podnetim protiv DS Smith-a, a:

- proizilaze direktno ili indirektno iz ili u vezi sa bilo kojim povredom bilo koje od vaših obaveza prema Ugovoru ili bilo kom ugovoru ili bilo kojim namernim propustom ili nemarom sa vaše strane ili od strane bilo kog od vaših službenika, zaposlenih ili agenata u vezi sa robom; ili
- za stvarno ili navodno kršenje prava intelektualne svojine treće strane koje proizilazi iz ili u vezi sa našim postupanjem u skladu sa vašim uputstvima ili našom upotrebom prava intelektualne svojine vaših materijala.

Ova klauzula 5 (f) nastavlja da traje i nakon raskida Sporazuma.

6. DOSTAVA ILI PREUZIMANJE

a) Osim ako se strane pismeno ne dogovore drugačije, mi ćemo se potruditi da isporučimo Robu kako je navedeno u Porudžibini naručioca ili kako je dogovoreno u tački 2 (b), sa napomenom da je ovo samo procena datuma isporuke ili preuzimanja, sa tim da rok nije od suštinske važnosti i, u najvećoj meri dozvoljenoj zakonom, nećemo biti odgovorni za bilo kakav gubitak ili štetu nastalu kao rezultat neblagovremene isporuke Robe do tog vremena, osim ako u ovim Uslovima nije drugačije predviđeno.

Prihvatanje isporuke možete odbiti samo nakon tog vremena ako:

- ste nakon datuma naše potvrde, poslali DS Smith-u pismeno obaveštenje u kojem se navodi datum krajnjeg roka isporuke; i
- taj rok smo posebno prihvatili u pisanoj formi.

b) Ako vam robu ne dostavimo u razumnom roku nakon ugovorenog roka, pod uslovom da ste nam, prethodno, omogućili da vam ponudimo razuman alternativni datum za isporuku (*čije će se prihvatanje smatrati vašom saglasnošću da nećemo snositi dalju odgovornost zbog neblagovremene isporuke*), bilo koja strana može otkazati porudžbinu u roku od 5 radnih dana od dana kada smo Vam uputili obaveštenje o našem alternativnom datumu isporuke.

c) Nećemo biti odgovorni za bilo kakvo kašnjenje u isporuci Robe ili neuspeh u isporuci, koje je prouzrokovano: (i) događajem, okolnošću ili uzrokom van naše razumne kontrole; (ii) nedostatkom sirovina; ili (iii) ako niste pružili odgovarajuća uputstva za isporuku ili bilo koja druga uputstva koja su relevantna za isporuku Robe.

d) Tamo gde vam isporučujemo robu, vi ste odgovorni za istovar iste.

e) Tamo gde preuzimate Robu od nas, odgovorni ste za robu od trenutka utovara robe.

f) Ako ne preuzmete isporuku ili ne primite Robu u skladu sa Ugovorom, na naš zahtev morate nam platiti razumne troškove skladištenja i dodatne troškove prevoza, kao i bilo koju dodatnu administrativnu naknadu ili bilo koji drugi zahtev koji možemo imati. Ako ne primite ili preuzmete Robu u razumnom roku (ne duže od 30 dana) od prvobitnog datuma isporuke, tada ćemo imati pravo da otkazemo Ugovor zbog Vaše povrede ugovornih obaveza i preprodajemo ili na drugi način raspoložemo Robom.

g) Nemate pravo da odbijete prijem Robe ako se ona razlikuje od specifikacije i to odstupanje nije bitno za upotrebu ili funkcionalnost Robe.

h) Nemate pravo da odbijete prijem Robe ako je količina isporučene do 10% više ili manje od naručene količine ("**Raspon**"), pod uslovom da ćemo izvršiti proporcionalno korekciju računa za isporučenu Robu.

i) U slučaju da je količina isporučene robe iznad Raspona, možete: (i) odbiti i vratiti nam višak robe iznad Raspona; ili (ii) prihvatiti višak robe iznad Raspona, u tom slučaju ćemo imati pravo da izvršimo proporcionalnu korekciju računa za robu. Nakon toga nećemo imati nikakvu dalju odgovornost prema vama za isporuku robe iznad Raspona.

j) U slučaju da je količina isporučene robe manja od Raspona, obavestićete nas pismeno, a mi ćemo vam dostaviti nedostatak u razumnom roku i nećemo imati nikakvu dalju odgovornost u vezi sa tim nedostatkom.

k) Ako se Roba naručuje za isporuku u delovima, isporuka svakog dela posebno predstavlja zaseban ugovor i svaki propust da se isporuču bilo koji deo u skladu sa ovim Uslovima, podleže primeni ovih Uslova i nećete imati pravo da se prema Sporazumu ponašate kao raskinutim odbijenom.

7. PAKOVANJE

f) Mi odlučujemo o odgovarajućem načinu pakovanja. Paketi i omoti su

Range, you shall notify us in writing and we shall supply you with the shortfall within a reasonable period and we shall have no further liability in respect of such shortfall.

- k) Where the Goods are ordered for delivery by instalments, each instalment shall constitute a separate contract and any failure to deliver any instalment in accordance with these Conditions shall be subject to these Conditions and shall not entitle you to treat the Agreement as repudiated.

7. PACKAGING

- a) We decide the appropriate method of packaging. Packages and wrappers are free and non-returnable.
- b) Pallets, carboys and any other packaging identified in the Acknowledgement as belonging to DS Smith remain our property and must be returned to DS Smith within one month of delivery. If not we shall have the right to invoice you for their replacement cost and you shall pay such invoice within 30 days from the date of invoice unless otherwise agreed in writing.

8. CUSTOMER APPROVALS

- a) Where you supply us with Your Materials and Your Materials IPR to be printed on or incorporated into the Goods, you shall be solely responsible for their accuracy.
- b) Where we supply proofs, printing details, artwork or other specimens for you to approve as complying with your Order you must do so promptly and in writing. We are not responsible for any delay you cause. Our obligation is to supply the Goods in the form you approve. We are not responsible for any errors which you do not identify in writing at the time you give your approval.
- c) All prices we give you for printing are made subject to our receiving suitable copy matter, and are on the basis that we can use our standard range of ink colours. You acknowledge and agree that the final Price agreed by the parties in the Acknowledgement may vary from the prices set out in our price list or previous prices we have given you if any deviations from our standard range of ink colours are required for the Goods.
- d) You hereby grant us a non-exclusive, fully paid up, royalty-free licence (together with the right to grant sub-licences to other DS Smith Group Companies and our or its subcontractors) to copy, use and modify Your Materials IPR to the extent necessary for us to fulfil our obligations and provide you the Goods under the Agreement. You represent and warrant to us that the licence of Your Materials IPR granted hereunder does not infringe the Intellectual Property Rights of any third party.

9. PASSING OF RISK AND TITLE

- a) Risk for loss or damage to the Goods shall pass to you:
- if the Goods are being delivered to you, in accordance with Incoterms 2020: DAP; or
 - if the Goods are being collected by you, in accordance with Incoterms 2020: EXW.
- b) We may require you to deliver the Goods to DS Smith in the event that you fail to pay the Price and other payments when due or we reasonably believe that you will not be able to pay the Price and other payments when due. If you fail to do so, we may enter your premises or any third party premises where the Goods are stored at any time to repossess the Goods (and for these purposes only you grant DS Smith, its agents and employees (and shall procure the grant of, as applicable) an irrevocable licence to enter any premises where the Goods are located).
- c) You shall not be entitled to pledge or charge by way of security any of the Goods which remain our property, but if you do so or purport to do so, all money owing by you to DS Smith shall become immediately due and payable and we shall have the right to recover our Goods in accordance with this clause.

10. TERMINATION

- a) Either of us may terminate the Agreement immediately on written notice if the other is in material breach of an obligation and cannot put it right or does not put it right within 21 days of receiving notice to do so.
- b) We may terminate the Agreement immediately on notice if your financial position is such that we reasonably believe that you will not be able to pay the Price or other payments when due and in that event we have no further liabilities under the Agreement. You shall provide us with such information in relation to your financial position as we may reasonably request from time to time.
- c) Without limiting our other rights or remedies, we may terminate the Agreement with immediate effect by written notice to you if you fail to pay any amount due under the Agreement on the due date for payment.

besplatni i ne vraćaju se.

- g) Paleta, karboni i bilo koja druga ambalaža za koju je u Potvrdi navedeno da pripada DS Smith-u ostaju naše vlasništvo i moraju se vratiti DS Smith-u u roku od jednog meseca od isporuke. U protivnom, imaćemo pravo da vam fakturišemo troškove njihove zamene, a vi ćete platiti takvu fakturu u roku od 30 dana od datuma fakture, osim ako se pismeno ne dogovorimo drugačije.

8. ODOBRENJA KUPACA

- e) Ako nam dostavite svoje materijale i prava intelektualne svojine na svojim materijalima za štampanje ili ugradnju u robu, snosite isključivu odgovornost za njihovu tačnost.
- f) Ako vam dostavljamo dokaze, detalje o štampanju, umetnička dela ili druge primerke da biste odobrili da su u skladu sa vašom Porudžbenicom morate to učiniti odmah i pismeno. Ne snosimo odgovornost za bilo kakvo kašnjenje koje izazovete. Naša obaveza je da isporučimo robu u obliku koji vi odobrite. Ne snosimo odgovornost za greške koje ne otkrijete i obavestite nas pismeno u trenutku davanja odobrenja.
- g) Sve cene koje vam damo za štampanje zavise od toga da li smo primili odgovarajuću kopiju materijala i temelje se na tome da možemo koristiti naš standardni asortiman boja mastila. Prihvatate i slažete se da konačna cena koju su ugovorne strane ugovorile u Potvrdi može da se razlikuje od cene navedenih u našem cenovniku ili prethodnih cena koje smo vam dali ako su za Robu potrebna odstupanja od našeg standardnog raspona boje.
- d) Ovim nam dajete neekskluzivnu, potpuno plaćenu licencu bez naknade (zajedno sa pravom davanja podlicenci drugim kompanijama DS Smith Group i našim ili njenim podizvođačima) za kopiranje, upotrebu ili izmenu vaših materijala IP prava u onoj meri u kojoj je potrebno da ispunimo svoje obaveze i isporučimo vam robu prema Ugovoru. Izjavljujete i garantujete nam da licenca vaših materijala IP prava dodeljena ovim ugovorom ne krši prava intelektualne svojine bilo koje treće strane.

9. PRELAZAK RIZIKA I VLASNIŠTVA

- a) Rizik od gubitka ili oštećenja Robe prelazi na vas:
- ako vam se roba isporučuje, u skladu sa Incoterms 2020: DAP; ili
 - ako Robu preuzimate vi, u skladu sa Incoterms 2020: EXV.
- b) Možda ćemo od vas zahtevati da robu vratite kompaniji DS Smith u slučaju da ne platite cenu i druga dugovanja po dospelosti ili opravdano verujemo da nećete moći da platite cenu i ostale uplate u roku. Ako to ne učinite, u bilo koje vreme možemo ući u vaše prostorije ili bilo koje druge prostorije u kojima se Roba čuva da bismo povratili Robu (i samo u ove svrhe dajete DS Smith-u, njegovim agentima i zaposlenima (i obezbeđićemo grant), po potrebi) neopozive dozvole za ulazak u bilo koji prostor u kome se Roba nalazi.
- c) Nećete imati pravo da založite ili naplatite, po bilo kom osnovu, bilo koju Robu koja ostaje u našem vlasništvu, a ako to učinite, sav novac koji dugujete DS Smith-u odmah se smatra dospelim za plaćanje i imaćemo pravo na povrat naše robe u skladu sa ovom klauzulom.

10. RASKID UGOVORA

- a) Bilo ko od nas može odmah raskinuti ugovor na pismeno obaveštenje ako drugi materijalno povredi ugovornu obavezu i ne može je ispraviti ili ne ispravi u roku od 21 dana od prijema obaveštenja da to učini.
- b) Ugovor možemo raskinuti odmah po obaveštenju ako je vaš finansijski položaj takav da osnovano verujemo da nećete moći da platite cenu ili druge isplate kada dospevaju i u tom slučaju nemamo dalje obaveze po ugovoru. Daćete nam informacije u vezi sa vašim finansijskim stanjem koje povremeno možemo razumno zatražiti.
- c) Bez ograničavanja naših drugih prava ili pravnih sredstava, možemo odmah raskinuti Ugovor pismenim obaveštenjem ako ne platite bilo koji iznos dospeo po Ugovoru na datum dospeća za plaćanje.
- d) Po raskidu Ugovora iz bilo kog razloga, odmah ćete platiti DS Smith-u sva dugovanja prema DS Smith-u sa pripadajućom kamatom obračunatom u skladu sa klauzulom 4.

- e) Podložno klauzuli 10 (b), raskid Ugovora, ma kako nastao, neće uticati na prava, pravna sredstva i obaveze strana koje su nastale nakon raskida. Klauzule koje izričito ne prestaju nakon raskida Ugovora ostaju na snazi, uključujući bez ograničenja klauzulu 5 (f), ovu klauzulu 10, klauzulu 11 i klauzulu 13.

11. ODGOVORNOST

- a) Ništa što je definisano u ovim Uslovima neće isključiti ili ograničiti našu

- d) On termination of the Agreement for any reason, you shall immediately pay to DS Smith all indebtedness to DS Smith with applicable interest calculated in accordance with clause 4.
- e) Subject to clause 10(b), termination of the Agreement, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination. Clauses which expressly or by implication survive termination of the Agreement shall remain in full force and effect including without limitation clause 5(f), this clause 10, clause 11 and clause 13.

11. LIABILITIES

- a) Nothing in these Conditions shall exclude or restrict our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.
- b) **Subject to clause 11(a), we shall have no liability to you for any of the following types of loss: (i) loss of profit; (ii) loss of sales or business; (iii) loss of revenue; (iv) loss of opportunity; (v) loss of contracts; (vi) loss of or damage to goodwill and/or reputation; (viii) loss of anticipated savings or wasted expenditure; (ix) corruption or destruction of computer data; or (x) indirect or consequential loss.**
- c) **Subject to clauses 6, 11(a) and 11(b), and in addition to any liability to you under the specific remedies expressly set out in clause 5(d), our total aggregate liability to you shall, to the maximum extent permitted by law, not exceed 10% of the Price payable for the supply giving rise to the claim.**
- d) You acknowledge that the above provisions of this clause 11 are reasonable and reflected in the Price which would be higher without those provisions and you shall accept such risk and/or insure accordingly.
- e) Neither party is liable for any failure to fulfil its respective obligations to the other where such failure is due to an event, circumstance or cause beyond its reasonable control, provided that this clause 11(e) shall not apply to any obligation to make payments due to DS Smith under the Agreement.
- f) In this clause 11, references to liability include every kind of liability arising under or in connection with the Agreement, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12. COMPLIANCE

- a) In addition to your obligations to comply with applicable laws and regulations, you shall and shall procure that your officers and employees shall:
- comply with applicable laws in the Republic of Serbia and all anti-corruption laws in any jurisdiction applicable to you or DS Smith ("**Anti-corruption Laws**");
 - not, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of this or any other agreement between DS Smith and you and/or to obtain any benefit for DS Smith which would violate any Anti-corruption Laws;
 - comply with the UK's Modern Slavery Act 2015, positive legal regulations of the Republic of Serbia and all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in any jurisdiction applicable to you or DS Smith;
 - ensure that neither you nor any of your senior officers have been convicted of any offence involving slavery and human trafficking, nor have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
 - not, when acting in the capacity of a person associated with DS Smith, engage in any act or omission which would constitute a Republic of Serbians and UK tax evasion facilitation offence or a foreign tax evasion facilitation offence as those terms are defined positive legal regulations of the Republic of Serbia and in Part 3 of the UK's Criminal Finances Act 2017; and
 - not cause, facilitate or contribute to the commission of an offence of failing to prevent the facilitation of tax evasion under positive legal regulations of the Republic of Serbia and section 45 or 46 of the UK's Criminal Finances Act 2017 or any other legal and regulatory anti-facilitation of tax evasion obligations.
- b) If you become aware of any breach or suspected breach of this clause 12, you shall promptly notify DS Smith and we may immediately suspend operation of the Agreement by giving written notice to you,

odgovornost za: (i) smrt ili ličnu povredu uzrokovanu našim nemarom; (ii) prevaru ili lažno predstavljanje; ili (iii) bilo koje druge odgovornosti koja ne može biti isključena zakonom.

b) U skladu sa klauzulom 11 (a), nećemo snositi odgovornost prema Vama za bilo koju od sledećih vrsta gubitka: (i) gubitak dobiti; (ii) gubitak prodaje ili posla; (iii) gubitak prihoda; (iv) gubitak poslovnih mogućnosti; (v) gubitak ugovora; (vi) gubitak ili oštećenje "good will" i / ili reputacije; (viii) gubitak očekivane uštede ili povećanje troškova; (ix) korupcija ili uništavanje računarskih podataka; ili (x) indirektni ili posledični gubitaka.

c) Podložno klauzulama 6, 11 (a) i 11 (b), i pored bilo kakve odgovornosti prema vama prema posebnim pravnim sredstvima izričito navedenim u tački 5 (d), naša ukupna odgovornost prema vama, u najvećoj mogućoj meri, dozvoljenoj po zakonu, ne sme preći 10% cene koja se plaća za isporuku koja je osnova za potraživanje.

d) Potvrđujete da prihvatate da su prethodne odredbe ove klauzule 11 razumne i da se odražavaju u ceni koja bi bila viša za tih odredbi, a vi ćete prihvatiti takav rizik i / ili osigurati se u skladu s tim.

e) Nijedna strana nije odgovorna za bilo kakvo neispunjavanje svojih odgovarajućih obaveza prema drugoj ako je takav propust rezultat događaja, okolnosti ili uzroka van njene razumne kontrole, pod uslovom da se tačka 11 (e) ne primenjuje na bilo koju obavezu izvršenja dospelih plaćanja DS Smith-u prema Sporazumu.

f) U ovom članu 11, odgovornost uključuje svaku vrstu odgovornosti koja proizilazi iz ili u vezi sa Sporazumom, uključujući, ali ne ograničavajući se na odgovornost u ugovoru, krivično delo (uključujući nemar), lažno predstavljanje, restituciju ili drugo.

12. SAGLASNOST

a) Pored vaših obaveza da se pridržavate važećih zakona i propisa, obezbedićete da se i vaši službenici i zaposleni:

- pridržavaju važećih zakona u R. Srbiji i svih zakona protiv korupcije u bilo kojoj nadležnosti koja je primenljiva na vas ili DS Smith ("**Zakoni o borbi protiv korupcije**");
- direktno ili indirektno, ni u privatnim poslovima ni u poslovima sa javnim sektorom, ne nude, obećavaju ili daju (ili pristaju da ponude, obećaju ili daju) bilo kakvu finansijsku ili drugu prednost u vezi sa bilo kojim stvarima koje su predmet ovog ili bilo kog drugog sporazuma između DS Smith-a i vas i / ili za ostvarivanje bilo kakve koristi za DS Smith koja bi kršila bilo koji zakon o borbi protiv korupcije;
- pridržavati se UK-ovog Zakona o modernom ropstvu iz 2015. godine, pozitivnim zakonskim propisima R. Srbije i svih važećih zakona, statuta, propisa i kodeksa protiv ropstva i trgovine ljudima, kao i važećih zakona Republike Srbije s vremena na vreme na snazi u bilo kojoj jurisdikciji koja važi za vas ili DS Smith;
- osigurati da niti vi niti bilo ko od vaših radnika na višim funkcijama niste osuđeni za bilo koje krivično delo koje uključuje ropstvo i trgovinu ljudima, niti su bili ili su predmet bilo kakvog postupka istrage ili izvršenja bilo kog vladinog, administrativnog ili regulatornog tela u vezi sa bilo kojim krivičnim delom ili navodnim krivičnim delom ropstva i trgovine ljudima ili u vezi sa njim;
- kada postupaju u svojstvu osobe povezane sa DS Smith-om, ne učestvuju u bilo kom činu ili propustu koji bi predstavljali krivično delo u vezi utaje poreza u Republici Srbiji i Velikoj Britaniji ili krivično delo utaje poreza u inostranstvu, kako su ti pojmovi definisani pozitivnim zakonskim propisima R. Srbije i u delu 3 krivičnog dela Ujedinjenog Kraljevstva Zakon o finansijama 2017; i
- ne izazivaju, ne omogućavaju ili ne doprinose izvršenju krivičnog dela zbog toga što nisu sprečili olakšavanje poreske utaje definisani pozitivnim zakonskim propisima R. Srbije i prema članu 45. ili 46. britanskog Zakona o krivičnim finansijama iz 2017. godine ili bilo koje druge zakonske i regulatorne mere za olakšavanje poreskih obaveza.

b) Ako saznate za bilo kakvo kršenje ili sumnju na kršenje ove klauzule 12, odmah ćete o tome obavestiti DS Smith, a mi možemo odmah da raskinemo Ugovor davanjem pismenog obaveštenja, dok ne istražimo kršenje ili sumnju na kršenje. Pomoći ćete DS Smith-u u bilo kojoj takvoj istrazi, uključujući pružanje DS Smith-u pristupa vašem osoblju, dokumentima i sistemima.

c) Pored naših prava iz klauzule 10, ako ste, po našem razumnom mišljenju, prekršili ovu klauzulu 12, možemo po sopstvenom nahođenju, na pismeno obaveštenje, odmah: (i) raskinuti bilo koji ili sve sporazume između DS Smith-a i vas; i (ii) obustaviti važenje Sporazuma.

d) Za potrebe člana 12 (a), pitanje da li je neko lice povezano sa drugom osobom utvrdiće se u skladu sa pozitivnim zakonskim propisima R. Srbije i članom 44

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

- c) In addition to our rights in clause 10, if, in our reasonable opinion, you have breached this clause 12, we may, in our sole discretion, on written notice, immediately: (i) terminate any or all agreements between DS Smith and you; and (ii) suspend operation of the Agreement.
- d) For the purposes of clause 12(a), the question of whether a person is associated with another person shall be determined in accordance with positive legal regulations of the Republic of Serbia and section 44 of the UK's Criminal Finances Act 2017 (and any guidance issued under section 47 of that Act)
- e) Each party to the Agreement acknowledges that they act as independent controllers of any personal data processed in the course of this Agreement and shall comply with their respective obligations under the Data Protection Legislation. You agree not to provide or otherwise make available personal data to DS Smith, other than business contact information (for example, business, telephone number, job title and email address). In the event that any personal data is processed by a party in the capacity of a processor in relation to this Agreement, the parties shall enter into a separate written agreement regulating such process in accordance with Article 28 of the GDPR. For the purpose of this clause, "**Data Protection Legislation**" shall mean the EU General Data Protection Regulation 2016/679 ("**GDPR**") Law on Personal Data Protection of the Republic of Serbia and the UK Data Protection Act 2018 (notwithstanding the UK's exit from the European Union), and the terms "**controller**", "**personal data**", "**processed**" and "**processor**" shall have the same meaning as they are given in the Data Protection Legislation.

13. GENERAL

- a) If any licence or consent of any government or other authority shall be required for the acquisition, carriage, storage or use of the Goods by you, you shall obtain the same at your own expense and, if requested by DS Smith, produce evidence of the same to DS Smith.
- b) No benefits are to be conferred on any third party by the Agreement and a person who is not a party to the Agreement shall not have the right under the UK's Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms other than DS Smith Group Companies.
- c) Any notice given under the Agreement shall be in writing and served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the registered address of DS Smith or you (as applicable). Any such notice shall be deemed to have been received:
- if delivered personally, at the time of delivery; and
 - in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting,
- provided that if deemed receipt occurs before 9am on a business day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9am on the next business day.
- d) Each provision of the Agreement is severable and distinct from the others. If any part of the Agreement is or at any times becomes to any extent invalid or unenforceable under any enactment or rule of law in any jurisdiction, that does not affect the remainder and all other provisions of the Agreement will continue in full force and effect. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted or amended, that provision will apply with whatever modification(s) as are necessary to make it valid, legal and enforceable. Invalidity or unenforceability in the legislation of the Republic of Serbia does not affect validity or enforceability in another. In our sole discretion, we may terminate the Agreement by not less than seven (7) days' written notice to you in the event that we consider that such deletion or amendment will have a materially adverse effect on DS Smith's rights under the Agreement.
- e) No failure or delay by DS Smith to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. A waiver by DS Smith of any right or remedy under this Agreement shall only be effective if given in writing and shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- f) Except for the Your Materials IPR contained therein, all Intellectual Property Rights in the Goods (including all documents and materials developed by DS Smith or its agents, contractors and employees as part of or in relation to the supply of the Goods in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programmes, data and specifications) as well as in any products, containers, packaging and equipment and information and know-how which we may provide in relation to the Goods ("**DS Smith**

Zakona o finansijama Ujedinjenog Kraljevstva iz 2017. (i bilo kojim smernicama izdatim u skladu sa članom 47. tog zakona)

- e) Svaka strana Ugovora priznaje da deluje kao nezavisni kontrolor bilo kojih ličnih podataka obrađenih tokom ovog Ugovora i da će se pridržavati svojih obaveza prema Zakonu o zaštiti podataka o ličnosti. Pristajete da nećete pružati ili na bilo koji drugi način stavljati na raspolaganje lične podatke DS Smith-u, osim podataka o poslovnom kontaktu (na primer, preduzeća, broja telefona, naziva radnog mesta i adrese e-pošte). U slučaju da bilo koje lične podatke stranka obrađuje u svojstvu obrađivača u vezi sa ovim Ugovorom, stranke će sklopiti poseban pisani sporazum kojim se uređuje takav postupak u skladu sa članom 28. GDPR-a. U svrhu ove klauzule, "**Zakonodavstvo o zaštiti podataka**" podrazumeva Opštu uredbu EU o zaštiti podataka 2016/679 ("**GDPR**") Zakon o zaštiti podataka o ličnosti Republike Srbije i UK Zakon o zaštiti podataka 2018 (bez obzira na izlazak Velike Britanije iz Evropske unije) i termini "**kontrolor**", "**lični podaci**", "**obrađeni**" i "**obrađivač**" imaće isto značenje kao što je dato u zakonodavstvu o zaštiti podataka.

13. OPŠTE

- a) Ako vam je potrebna bilo koja licenca ili saglasnost bilo koje vlade ili drugog organa za sticanje, prevoz, skladištenje ili upotrebu Robe, istu ćete pribaviti o svom trošku i, ako to zatraži DS Smith, obavezujete se da ćete dostaviti te dokaze DS Smith-u.
- b) Ugovorom se ne sme dodeliti nijedna treća strana, i lice koje nije stranka Sporazuma neće imati pravo prema Zakonu o ugovorima Velike Britanije (prava trećih strana) iz 1999. godine da sprovedi bilo koji od njegovih delova.
- c) Svako obaveštenje dato u skladu sa Ugovorom mora biti u pisanoj formi i dostavljeno lično ili poslato preporučenom poštom na registrovanu adresu DS Smith-a ili vas (prema potrebi). Svako takvo obaveštenje smatraće se primljenim:
- ako se isporučuje lično, u trenutku isporuke; i
 - u slučaju dostave ili preporučene pošte, 48 sati od datuma slanja, pod uslovom da će se, ako se smatra da je prijem primljen radnim danom pre 9:00, smatrati da je obaveštenje primljeno tog dana u 9:00, a ako se prijem primi posle 17:00 radnog dana ili dana koji nije radni dan, smatraće se da je obaveštenje primljeno u 9:00 sledećeg radnog dana.
- d) Svaka odredba Sporazuma se može primenjivati samostalno i nezavisno od ostalih i razlikuje se od ostalih. Ako bilo koji deo Ugovora u bilo kom trenutku postane nevažeći ili neizvršiv u skladu sa bilo kojim aktom vlade ili zakona u bilo kojoj jurisdikciji, to ne utiče na ostatak i sve ostale odredbe Sporazuma će se nastaviti u punoj snazi i dejstvu. Ako se za bilo koju odredbu Sporazuma utvrdi da je nevažeća, nezakonita ili nesprovodiva, ali bi bila validna, legalna ili izvršna ako bi neki deo odredbe bio izbrisan ili izmenjen, ta odredba će se primeniti na bilo kojim promenama koje su neophodne da bi je činilo validnim, pravnim i izvršnim. Nevažnost ili neizvršivost u zakonodavstvu Republike Srbije ne utiču na validnost ili izvršnost u zakonodavstvu druge države. Prema sopstvenom nahođenju, možemo da raskinemo ugovor najmanje sedam (7) dana od pismenog obaveštenja vama u slučaju da smatramo da će takvo brisanje ili dopuna imati materijalno negativan efekat na prava DS Smith-a prema Sporazumu.
- e) Nijedan propust ili odlaganje od strane DS Smith-a da ostvari bilo koje pravo ili pravno sredstvo predviđeno Sporazumom ili zakonom neće predstavljati odricanje od tog ili bilo kog drugog prava ili pravnog sredstva, niti će sprečiti ili ograničiti dalje vršenje tog ili bilo kog drugog prava ili pravnog sredstva. Odricanje DS Smith-a bilo kojeg prava ili pravnog sredstva na osnovu ovog sporazuma stupa na snagu samo ako je dato u pisanoj formi i neće se smatrati odricanjem od bilo kakvog naknadnog kršenja iste ili bilo koje druge odredbe.
- f) Osim prava intelektualne svojine na robu, osim prava intelektualne svojine na vaše materijale, uključujući sva dokumenta i materijale koje je razvio DS Smith ili njegovi agenti, ugovarači i zaposleni kao deo ili u vezi sa isporukom robe u bilo kom obliku ili medijima, uključujući crteže, mape, planove, dijagrame, dizajne, slike, računarske programe, podatke i specifikacije) kao i u bilo kojim proizvodima, kontejnerima, ambalaži i opremi i informacijama i znanju koje možemo pružiti u vezi sa Robom ("**DS Smith IPR**") (kao između vas i nas) i dalje pripada nama i nećete steći nikakvo vlasništvo na IP prava DS Smith-a. Ne možete kopirati ili imitirati prava intelektualnog vlasništva DS Smith-a, niti učiniti ili izostaviti ili dopustiti bilo kojoj trećoj strani da učini bilo šta što može oštetiti IP DS Smith-a. Svaka dobra volja koja proizilazi iz upotrebe prava intelektualne svojine DS Smith-a pripašće nama. Prema potrebi, DS Smith-u morate ustupiti ili nabaviti ustupanje svih takvih prava intelektualne svojine i, ako je relevantno, odreći ćete se bilo kakvih moralnih prava koja se na njih odnose.
- g) Mi smo odgovorni za snabdevanje vas, ali to možemo ugovoriti preko agenata ili kooperanata.
- h) Ne smete prenositi, dodeljivati ili na bilo koji drugi način prenositi bilo koje ili sva svoja prava, interese ili obaveze prema međusobnom Ugovoru bez naše prethodne pismene saglasnosti (koja neće biti nerazumno uskraćena).

IPR") shall (as between you and us) remain vested in us and you shall not acquire any title in the DS Smith IPR. You may not copy or imitate the DS Smith IPR, or do or omit to do, or permit any third party to do or omit to do, anything which may damage the DS Smith IPR. Any goodwill arising from the use of the DS Smith IPR shall accrue to us. Where necessary, you are to assign or procure the assignment of all such Intellectual Property Rights to DS Smith and, if relevant, shall waive or shall procure the waiver of any moral rights pertaining thereto.

- g) We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.
- h) You must not novate, assign or otherwise transfer any or all of your rights, interests or obligations under the Agreement without our prior written consent (which will not be unreasonably withheld).
- i) The Agreement and its subject matter are confidential and must not be disclosed to any person without our permission, except to the extent that disclosure is required by law or any governmental or regulatory authority.
- j) Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other party.
- k) Any reference in the Agreement to communications being written or in writing includes electronic forms of communication such as e-mail. Electronic communications shall be deemed received when they arrive in the receiving party's mailbox.

14. GOVERNING LAW AND JURISDICTION

- a) The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) will be governed by and construed with the laws of Republic of Serbia.
- b) Subject to sub-paragraph c) below, DS Smith and you irrevocably agree and acknowledge that the courts in Republic of Serbia have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes (including any non-contractual disputes or claims) arising out of or in any way relating to the Agreement or its formation or validity ("**Proceedings**") and for the purpose of enforcement of any judgment against its property or assets.
- c) Nothing in this paragraph 14 shall (or shall be construed so as to) limit the right of DS Smith to take Proceedings against you in the courts of any country in which you have assets or in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

15. LANGUAGE

General terms of sale are made in the Serbian and English language. In the case of discrepancy, Serbian version shall prevail.

i) Sporazum i njegov predmet su poverljivi i ne smeju se otkriti bilo kojoj osobi bez naše dozvole, osim u meri u kojoj je otkrivanje potrebno po zakonu ili bilo kom vladinom ili regulatornom organu.

j) Ništa u Sporazumu nije namenjeno ili će se smatrati da uspostavlja bilo kakvo partnerstvo ili zajedničko ulaganje između bilo koje od strana, konstituiše bilo koju stranku agentom druge strane ili ovlašćuje bilo koju stranku da preuzme bilo kakve obaveze u ime bilo koje druge stranke. Svaka stranka potvrđuje da deluje u svoje ime, a ne u korist bilo koje druge stranke.

k) Bilo koja referenca u Sporazumu na pisanu komunikaciju uključuje elektronske oblike komunikacije kao što je e-pošta. Elektronske komunikacije smatraće se primljenim kada stignu u poštansko sanduče primaoca.

14. ZAKON I NADLEŽNOST

a) Sporazumom i bilo kojim sporom ili potraživanjem koji proizilaze iz ili su u vezi sa njim ili njegovim predmetom ili formiranjem (uključujući bilo koje vanugovorne sporove ili potraživanja) upravljaće se i tumačiće se zakonima Republike Srbije.

b) Podložno tački c) dole, DS Smith i vi se neopozivo slažete i priznate da su sudovi u Republici Srbiji isključivo nadležni za saslušanje i odlučivanje o bilo kojoj tužbi, radnji ili postupku i / ili za rešavanje sporova (uključujući vanugovorne sporove ili potraživanja) koji proizilaze iz Sporazuma ili se na bilo koji način odnose na Sporazum ili njegovo formiranje ili validnost ("**Postupak**") i u svrhu izvršenja bilo koje presude protiv njegove imovine.

c) Ništa u ovom paragrafu 14 neće (ili će se protumačiti tako) ograničiti pravo DS Smith-a da pokrene postupak protiv vas na sudovima bilo koje države u kojoj imate imovinu ili na bilo kom drugom sudu nadležnog suda, niti vođenje postupka u bilo kojoj ili više jurisdikcija onemogućava vođenje postupka u bilo kojoj drugoj jurisdikciji (bilo istovremeno ili ne) ako i u meri u kojoj je to dozvoljeno važećim zakonom.

15. JEZIK

Opšti uslovi prodaje su sačinjeni na srpskom i engleskom jeziku. U slučaju neslaganja, prevladaće verzija na srpskom jeziku.