

## Conditions of Purchase

Applicable to business transactions with business enterprises, legal persons under public law, and public special funds.

### 1. General

- 1.1 Our Conditions of Purchase apply exclusively; we do not recognize any general terms and conditions of the Supplier that conflict with or deviate from our Conditions of Purchase without our express written consent to their validity. Our Conditions of Purchase will apply even if we accept or pay for delivery of products and services (hereinafter Subject of the Contract) from a Supplier in awareness of said Supplier's terms that conflict with or deviate from our Conditions of Purchase.
- 1.2 Our Conditions of Purchase will also apply to all future deliveries to and services for us by the Supplier until our new Conditions of Purchase take effect.

### 2. Conclusion of Contract and Contract Amendments

- 2.1 Purchase orders, procurements, and calls for delivery as well as amendments and addenda to them must be in writing.
- 2.2 The supplier is obliged to check the consistency of the present revision level, with the revision level on the purchase order / delivery schedule. In case of a deviation, the supplier has to request a current and valid drawing.
- 2.3 Verbal agreements prior to or at the time of the conclusion of a contract will not be valid without written confirmation of purchase.
- 2.4 Verbal agreement after the conclusion of a contract, particularly subsequent amendments and addenda to our Conditions of Purchase (including this written-form requirement) as well as subsidiary agreements of any kind will also be invalid without written confirmation of purchase.
- 2.5 Offerings and quotes will be binding and will not be refunded without an explicit agreement to the contrary.
- 2.6 If the Supplier does not accept a purchase order within two weeks of receipt, we will be authorised to withdraw said purchase order. Calls for delivery will be binding if the Supplier does not reject them within five business days of receipt.

### 3. Delivery

- 3.1 Deviations from our procurements and purchase orders will only be permissible with our prior written consent.
- 3.2 Agreed appointments and deadlines will be binding. Adherence to delivery appointments or delivery deadlines will be determined based on receipt of the product by us. Unless "ex works" delivery has been agreed (DPU or DDP in accordance with Incoterms 2020), the Supplier must provide the product in a timely manner with due consideration for the loading and shipping time agreed with the shipper.
- 3.3 If agreed deadlines are not observed, the relevant statutory provisions will apply. If the Supplier should foresee difficulties with respect to production, acquisition of primary materials, adherence to the delivery deadline, or similar circumstances that may prevent the Supplier from making timely delivery or delivery of the agreed quality, the Supplier must inform our purchasing department immediately.
- 3.4 Unconditional acceptance of late delivery or service will not imply any waiver of our claims to compensation arising due to said late delivery or service; this will remain in effect until we have paid the remuneration that we owe for the corresponding delivery or service in full.
- 3.5 Partial deliveries are strictly prohibited unless we have explicitly consented to them or find them reasonable.
- 3.6 With respect to number of units, weight, and dimensions, the values that we determine upon inspecting incoming goods will be binding subject to evidence to the contrary.

### 4. Force Majeure

Force majeure, labour conflict, faultless operating failures, unrest, regulatory action, and other unavoidable events will authorise us to withdraw from the Agreement in whole or in part without prejudice to our other rights, provided that said events are not of insignificant duration and result in a significant reduction in our demand.

### 5. Shipping and Billing

Shipping will be to the address provided by the Purchaser. Direct deliveries to our clients must be made in our name. Notification of despatch must be sent to us promptly after shipping. Said notification must include an exact summary of the content of the shipment.

Invoices must be sent in duplicate, separately for each purchase order immediately after shipping. They must include our order number and your delivery note number.

### 6. Price Quotation and Passage of Risk

Unless agreed otherwise, prices will be understood as free delivered duty paid (DDP in accordance with Incoterms 2020), including packaging. Value-added tax is not included. The Supplier will bear the risk of material damage until acceptance of the product by us or our representative at the site to which the product is to be delivered as per order. The risk does not pass to the buyer if he has terminated the contract or requested a replacement due to the lack of the sold item (Law on Obligations, Art. 456).

### 7. Payment

Payment will be made on the 15<sup>th</sup> day of the month after delivery has been made with a 3% rebate or 90 days from the end of the month net.

Payment will be made every next month until 15<sup>th</sup>, for each month where delivery was made. If we have delivery of goods on 01 of the month the payment will be next month until 15<sup>th</sup> of. Valid for Gruner Serbian doo.

### 8. Claims for Defects and Right of Recourse

- 8.1 Acceptance will be subject to inspection for defects, in particular for correctness, completeness, and serviceability. We will be authorised to inspect the Subject of the Contract if and when doing so becomes possible in the proper course of business; we will provide notice of discovered defects promptly after they are discovered. In this regard, the Supplier hereby waives any objection to late notice of defects.

- 8.2 The lawful provisions concerning material defects and defects of title will apply unless otherwise regulated hereinafter.

The lawful provisions concerning material defects and defects of title will apply unless otherwise regulated hereinafter. (Law on Obligations).

- 8.3 We strictly reserve the right to choose the type of supplementary performance. The Supplier will retain the right to refuse the type of supplementary performance that we choose in accordance with the provisions of Section 439(3) of the German Civil Code (BGB).

- 8.4 If the Supplier should fail to promptly begin resolving the defect after our notice to resolve the defect, we will retain the right in urgent cases, and particularly for the purpose of protection against acute danger or avoidance of considerable damages, to undertake such resolution ourselves or to have such resolution carried out by a third party at cost to the Supplier. Claims of material defects will

be subject to a two-year statute of limitations unless the object has been used in accordance with its standard used for a structure and has caused said structure's defectiveness. The statute of limitations for claims of material defects will begin with the delivery of the Subject of the Contract (Passage of Risk).

- 8.5 In the event of defects of title, the Supplier will additionally indemnify us against possibly arising third party claims. Defects of title will be subject to a ten-year statute of limitations.
- 8.6 For parts of the delivery that are repaired within the statute of limitations of our claims for defects, the statute of limitations will begin again from the moment when the Supplier has fully.
- 8.7 If expenses should accrue to us as a result of defective delivery of the Subject of the Contract, particularly transport costs, transport infrastructure costs, labour costs, material costs, or expenses in excess of the customary scope of entry control, then the Supplier will bear said expenses.
- 8.8 If we should withdraw products that are manufactured and/or sold by us as a consequence of the defectiveness of the Subject of the Contract delivered by the Supplier or if our purchase price has declined for the same reason or if we have been otherwise engaged for the same reason, we will reserve the right of recourse against the Supplier, whereby deadlines that would otherwise be necessary will not be required for the assertion of our rights arising from said defectiveness.
- 8.9 We will be authorised to demand compensation from the Supplier for expenditures that we have had to bear in relation to our client because said client has asserted a claim against us for compensation for the purpose of supplementary performance of necessary expenditures, in particular transport costs, transport infrastructure costs, labour costs, and material costs.
- 8.10 Regardless of the provision in Section 8.4, the statute of limitations in the cases articulated in Sections 8.8 and 8.9 will begin no earlier than two months after we have fulfilled the claims asserted against us by our client and no later than five years after delivery by the Supplier.
- 8.11 If material defect should appear within six months of the Passage of Risk, it will be assumed that the defect had existed prior to the Passage of Risk unless said assumption is incompatible with the nature of the object or the defect.
- 8.12 **Guarantee for the proper functioning of the sold item**  
When the seller of a machine, engine, appliance, or other similar items belonging to the so-called technical goods has handed over to the buyer a warranty card by which the manufacturer guarantees the proper functioning of the item. hand over to the buyer, the buyer may, if the thing does not work properly, request both the seller and the manufacturer to repair the thing within a reasonable time or if he fails to hand over the thing to him instead. These rules do not affect the rules on the seller's liability for defects.  
Due to a malfunction, the buyer may request from the seller, ie from the manufacturer, repair or replacement of items during the warranty period, regardless of when the malfunction occurred. He has the right to compensation for the damage he suffered due to the fact that he was deprived of the use of the thing from the moment of requesting repair or replacement until their execution.  
In case of minor repairs, the warranty period is extended as long as the buyer was deprived of the use of the thing. However, when due to a malfunction, the item is replaced or its essential repair, the warranty period begins to run again from the replacement, ie from the return of the repaired item. If only a part of the item has been replaced or substantially repaired, the warranty period shall begin to run again only for that part.

If the seller does not repair or replace the thing within a reasonable time, the buyer may terminate the contract or reduce the price and demand compensation. The seller, ie the producer is obliged to transfer the item to the place where it needs to be repaired, ie replaced, at his own expense, as well as to return the repaired or replaced item back to the buyer. During that time, the seller, ie the producer bears the risk of ruin or damage to the item.

When several independent producers participated in the production of certain parts of goods or in the execution of certain actions, their liability to the final producer for malfunction of things originating from those parts or from those actions ceases when the final producer's liability to the buyer ceases.

The rights of the buyer towards the manufacturer on the basis of the guarantee certificate shall expire after one year from the day when he requested from him the repair or replacement of the thing.

## 9. Product Liability and Recall

In the event that we should be subject to claims due to product liability, the Supplier will be obligated to indemnify us against such claims if and to the extent that the damage is caused by a defect in the Subject of the Contract delivered by the Supplier. In cases of fault-based liability, however, this will only apply if the fault lies with the Supplier. If the cause of the damage falls within the Supplier's scope of responsibility, then the burden of proof will reside with the Supplier in this respect. In the above cases, the Supplier will assume all costs and expenses, including the cost of any legal proceedings or product recall.

## 10. Additional Materials

Materials, parts, containers, and special packaging that we provide will remain our property. These items may only be used as intended. Materials will be processed and parts assembled on our behalf. It is hereby agreed that we will be co-owners of the products that the Supplier stores for us and that are manufactured with the use of our materials and parts in proportion with the value of the materials we provide relative to the value of the complete product.

## 11. Documents and Confidentiality

- 11.1 If and to the extent that it is not demonstrably public knowledge, all business or technical information that we make available (including characteristics that must be gathered from any delivered objects, documents, or software and other knowledge or experiences) must be kept confidential from third parties and may only be made available within the Supplier's own business to those persons who must necessarily be called upon for the purpose of delivery to us and who are likewise obligated to maintain confidentiality; they will remain our exclusive property. Such information may not be reproduced or used for commercial purposes (other than for deliveries to us) without our prior written consent. At our request, all information that originated with us (including, where applicable, customised copies or records) and objects that we relinquished on loan must be immediately returned to us or destroyed.

We reserve all rights to such information (including copyrights and the right to register industrial property rights such as patents, utility models, mask-work rights, etc.). To the extent that these have been made available to us by third parties, this legal reservation will also apply to said third parties.

Products that we have manufactured based on documents such as drawings, models, and the like that we have designed or based on our confidential information or with our equipment or based on constructed equipment may not be used by the Supplier itself or offered or delivered by the Supplier to third parties. This also applies mutatis mutandis for our print orders.

## 12. REACH Regulation

The supplier assures that he meets the requirements of the EU REACH Chemicals Regulation (Regulation (EC) No. 1907/2006 od 18.12.2006), REACH amendment EU 2018/1513 Annex XVII, REACH Amendment EU 2018/2005 Annex XVII, REACH Candidate List substances of 15 January 2019 in the respectively valid Version - hereinafter referred to as REACH Regulation in this case - is adhered to. If the delivered goods contain substances which are listed on the so-called "Candidate List of Substances of very High Concern" ("SVHC-List") according to REACH, the supplier is obliged to notify this immediately.

If these substances are used in the products delivered to us, supplier has to inform us in writing before delivery, specifying the substance and the identification number (e.g. CAS) and a current material safety data sheet of the product to be supplied. The delivery of this products requires a separate release by us. The supplier is obliged to hold us harmless from any liability in the connection with the non-compliance with the above regulations mentioned above by the supplier or to indemnify us for damages that are caused by us from the non-compliance with the regulations by the suppliers arise or are connected with it.

## 13. RoHS Conformity

The supplier has complied with the RoHS II Directive according to Directive number 2011/65/EU, 2015/863/EU and 2017/2102/EU complete to fulfil. The supplier guarantees that all products comply with the requirements of the RoHS directive. The supplier is obligated to indemnify us from any liability in the related to non-compliance of the above mentioned regulations by the supplier, and compensate us for damages, caused for not complying with the regulations by supplier.

## 14. Conflict Minerals

The supplier shall ensure that he does not use any materials or products containing tin, tantalum, tungsten and gold and in conflict mines of the Democratic Republic of the Congo and neighbouring countries were won. In addition, the current status of the CFSI data base applies.

## 15. Legal and Official Regulations

Furthermore, the supplier is responsible for the compliance with in his country, legal and official regulatory provisions for the production and distribution of the products, which he delivers to GRUNER SERBIAN D.O.O.

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## 16. Duty to inform

All certificates and customer approvals of the supplier must be made available to GRUNER in the current version. The changes in the approval or certification status must be reported to the customer immediately. If the supplier receives a special customer status from a customer (OEM) or loses the QMS certificate (IATF 16949, VDA 6.1 or ISO 9001), GRUNER must be informed immediately.

## 17. Place of Performance

The place of performance for the delivery will be Marka Oreskovica bb, 16210 Vlasotince, Republic of Serbia.

## 18. Legal Venue

The legal venue will be the Commercial Court 16000 Leskovac.

This will also apply to actions on a dishonoured bill.

Disputes arising from this contract, the Seller and the Buyer will try to resolve amicably.

If an amicable settlement of the dispute is not reached, the Seller and the Buyer agree on the jurisdiction of the Commercial Court Leskovac or Foreign Trade Arbitration at the Serbian Chamber of Commerce in Belgrade to resolve it.

The Seller and the Buyer agree that the Rulebook of Foreign Trade Arbitration at the Chamber of Commerce of Serbia in Belgrade and the material law of the RS shall be applied in the arbitration procedure.

This will also apply to actions on a dishonoured bill.

## 19. General Provisions

19.1 If a provision of these Conditions and the affected further agreement should be or become invalid, the validity of the remaining part of the Conditions will not be thereby affected. The Parties to the Contract will be obligated to replace the invalid provision with an arrangement that is as similar as possible to the originally intended financial outcome.

19.2 The contractual relationship will be governed solely by Serbian law – Law on Obligations German law to the exclusion of conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.3 In addition, the following will also apply to international suppliers: Subject to further negotiations or commitments, the Supplier will be obligated to deliver to GRUNER products of the agreed nature and amount, in the agreed quality and packaging, and equipped with the agreed labelling and markings that satisfy the applicable provisions and standards under Serbian Law on Technical Requirements of Products and Conformity Assessment German product law, Serbian German regulations that apply to products that have been introduced, and the current state of the art on all accounts. In particular, the Supplier will ensure that the products do not deviate from this provision in a way that may result in impairment of standard Serbian German practical or economic values or GRUNER's intended usage and will otherwise be obligated to deliver products of above-average kind and quality within the limits of tolerances that are customary in the trade.

## Uslovi kupovine GRUNER Serbian D.O.O.

Primenjuje se na poslovne transakcije sa privrednim društvima, pravnim licima po javnom pravu i javnih posebnih fondova.

### 1. Opšte

- 1.1 Naši uslovi kupovine se isključivo primenjuju; ne priznajemo nikakve opšte uslove i odredbe Dobavljača koji su u suprotnosti ili odstupaju od naših uslovima kupovine bez našeg izričitog pisanog pristanka na njihovu valjanost. Naši uslovi kupovine će se primenjivati čak i ako prihvatimo ili platimo isporuku proizvoda i usluga (u daljem tekstu: Predmet ugovora) od Dobavljača, svesni uslova navedenog Dobavljača koji su u suprotnosti ili odstupaju od naših uslova kupovine.
- 1.2 Naši uslovi kupovine će se takođe primenjivati i na sve buduće isporuke i usluge za nas od strane Dobavljača sve dok naši novi uslovi kupovine ne stupe na snagu.

### 2. Zaključenje ugovora i izmene ugovora

- 2.1 Narudžbenice, nabavke i pozivi za isporuku, kao i njihove izmene i dopune moraju biti u pisanoj formi.
- 2.2 Dobavljač je dužan da proveri doslednost sadašnjeg nivoa revizije, sa nivoom revizije u narudžbenici/rasporedu isporuke. U slučaju odstupanja, Dobavljač mora zatražiti trenutni i važeći crtež.
- 2.3 Usmeni ugovori pre ili u vreme zaključenja ugovora neće važiti bez pisane potvrde o kupovini.
- 2.4 Usmeni sporazum nakon zaključenja ugovora, posebno naknadne izmene i dopune naših Uslova kupovine (uključujući ovaj zahtev u pisanoj formi), kao i pomoćni ugovori bilo koje vrste takođe će biti nevažeći bez pisane potvrde o kupovini.
- 2.5 Ponude i citati će biti obavezujući i neće biti vraćeni bez izričitog dogovora o suprotnom.
- 2.6 Ako Dobavljač ne prihvati narudžbenicu u roku od dve nedelje od prijema, bićemo ovlašćeni da povučemo narudžbenicu. Pozivi za isporuku će biti obavezujući ako ih Dobavljač ne odbije u roku od pet radnih dana od prijema.

### 3. Isporuka

- 3.1 Odstupanja od naših nabavki i narudžbenica biće dozvoljena samo uz našu prethodnu pisanu saglasnost.
- 3.2 Dogovoreni termini isporuke i rokovi će biti obavezujući. Pridržavanje zakonskih termina isporuke ili rokovi isporuke biće određeni na osnovu prijema proizvoda od nas. Osim ako nije dogovorena isporuka "franko fabrika" (DPU ili DDP u skladu sa INCOTERMS 2020), Dobavljač mora blagovremeno dostaviti proizvod uz dužno razmatranje vremena utovara i isporuke dogovorenog sa pošiljaocem.
- 3.3 Ako se ne poštuju dogovoreni rokovi, primeniće se odgovarajuće zakonske odredbe. Ako dobavljač predvidi poteškoće u vezi sa proizvodnjom, nabavkom primarnih materijala, pridržavanja roka isporuke ili slične okolnosti koje mogu sprečiti Dobavljača da blagovremeno isporuču ugovoreni kvilitet, Dobavljač mora odmah obavestiti naše odeljenje za nabavku.
- 3.4 Bezuslovno prihvatanje zakasnele isporuke ili usluge neće značiti nikakvo odricanje od naših zahteva za kompenzaciju nastalih usled navedene zakasnele isporuke ili usluge; ovo će ostati na snazi sve dok u potpunosti ne platimo naknadu koju dugujemo za odgovarajuću isporuku ili uslugu.
- 3.5 Delimične isporuke su strogo zabranjene osim ako nismo izričito pristali na njih ili smatramo da su razumne.
- 3.6 S obzirom na broj jedinica, težinu i dimenzije, vrednosti koje utvrdimo prilikom pregleda pristigle robe biće obavezujuće podložne dokazima koji govore suprotno.

### 4. Viša sila

Viša sila, radni sukob, besprekorni operativni kvarovi u radu, nemiri, regulatorne radnje i drugi neizbežni događaji ovlastiće nas da se u celosti ili delimično povučemo iz Sporazuma ne dovodeći u pitanje naša druga prava, pod uslovima da navedeni događaji nisu beznačajnog trajanja i rezultiraju značajnim smanjenjem naseg zahteva.

### 5. Dostava i naplata

Isporuke će biti na adresu koju je naveo kupac. Direktno isporuke našim klijentima moraju se vršiti na naše ime. Obaveštenje o otpremi mora se poslati odmah nakon otpreme. Navedeno obaveštenje mora da sadrži tačan sažetak sadržaja pošiljke. Računi se moraju poslati u dva primerka, posebno za svaki nalog za kupovinu, odmah nakon isporuke. Moraju da sarže naš broj porudžbine i broj otpremnice.

### 6. Ponuda cena i prelazak rizika

Osim ako nije drugačije dogovoreno, cene će se razumeti kao plaćena carina za besplatnu isporuku (DDP u skladu sa INCOTERMS 2020), uključujući pakovanje. PDV nije uključen. Dobavljač će snositi rizik materijalne štete sve dok mi ili naš predstavnik ne prihvatimo proizvod na lokaciji na kojoj će proizvod biti isporučen. Rizik ne prelazi na kupca ako je on zbog nedostataka predate stvari raskinuo ugovor ili tražio zamenu stvari (ZOO; čl. 456).

### 7. Plaćanje

Plaćanje će biti izvršeno 15-og dana u mesecu nakon što je isporuka izvršena sa rabatnom od 3% ili 90 dana od kraja meseca neto.

Plaćanje će se vršiti svakog narednog meseca do 15-og, za svaki mesec u kojem je izvršena isporuka. Ako imamo isporuku robe 01-og u mesecu, uplata će biti sledećeg meseca do 15-og.

### 8. Odgovornost za materijalne nedostatke i parvo na regres

- 8.1 Prijem će biti podložan pregledu zbog nedostataka, posebno zbog ispravnosti, potpunosti i upotrebljivosti. Bićemo ovlašćeni da pregledamo Predmet ugovora ako i kada to postane moguće u skladu sa pravilnim poslovanjem; obavestićemo vas o otkrivenim nedostacima odmah nakon što su otkriveni. U tom smislu, Dobavljač se ovim odriče bilo kakvog prigovora na kasno prijavljivanje nedostataka.
- 8.2 Primenjivaće se zakonske odredbe koje se odnose na materijalne nedostatke i nedostatke vlasništva, osim ako nije drugačije regulisano u daljem tekstu.

Primenjivaće se zakonske odredbe koje se odnose na materijalne nedostatke i nedostatke vlasništva, osim ako nije drugačije regulisano u daljem tekstu (Zakon o obligacionim odnosima).

- 8.3 Strogo zadržavamo parvo izbora vrste dopunskog izvođenja. Dobavljač zadržava parvo da odbije vrstu dodatne izvedbe koju izaberemo u skladu da odredbama Nemačkog građanskog zakona (BGB), član 439(3).
- 8.4 Ako dobavljač ne otpočne sa hitnim otklanjanjem kvara nakon našeg obaveštenja o otklanjanju nedostataka, zadržavamo parvo da u hitnim slučajevima, a posebno u cilju zaštite od akutne opasnosti ili izbegavanja znatne štete, sami preduzmemo takvo rešenje ili da takvo rešenje izvrši treće lice o trošku za Dobavljača. Zahtevi o materijalnim nedostacima podležu dvogodišnjem zastarevanju, osim ako



je predmet korišćen u skladu sa svojom standardnom upotrebom za građevinu i prouzrokovao nedostatke navedene strukture.

Zastarevanje potraživanja materijalnih nedostataka počinje isporukom Predmeta ugovora (Prelazak rizika).

- 8.5 U slučaju nedostatka vlasništva, Dobavljač će nas dodatno obešteti od eventualno nastalih potraživanja trećih strana. Nedostaci vlasništva podležu zastarelosti od 10 godina.
- 8.6 Za delove isporuke koji su popravljeni u okviru zastarelosti naših zahteva za nedostatke, zastara će ponovo početi od trenutka kada je Dobavljač u potpunosti ispunio naše zahteve za dodatne performanse.
- 8.7 Ako bi nam troškovi nastali kao rezultat neispravne isporuke Predmeta ugovora, posebno transportni troškovi, troškovi transportne infrastrukture, troškovi rada, materijalni troškovi ili troškovi koji prelaze uobičajeni opseg ulazne kontrole, tada će Dobavljač snositi navedene troškove.
- 8.8 Ako bi smo trebali povući proizvode koje smo proizveli i/ili prodali kao posledicu neispravnosti predmeta ugovora koje je isporučio Dobavljač ili ako je naša otkupna cena pala iz istog razloga ili ako smo na drugi način angažovani za iz istog razloga, zadržaćemo parvo regresa protiv Dobavljača, pri čemu rokovi koji bi inače bili neophodni neće biti potrebni za potvrđivanje naših prava koja proizilaze iz navedene neispravnosti.
- 8.9 Bićemo ovlašćeni da zahtevamo od Dobavljača nadoknadu za troškove koje smo morali snositi u odnosu na našeg klijenta jer je navedeni klijent podneo zahtev protiv nas za nadoknadu radi dodatnog izvršenja neophodnih rashoda, posebno transportnih troškova, troškova transportnihe infrastrukture, troškova rada i troškova materijala.
- 8.10 Bez obzira na odredbu u Odeljku 8.4, zastara u slučajevima navedenim u odeljcima 8.8 i 8.9 počinje da teče najranije dva meseca nakon što smo ispunili potraživanja koja je naš klijent podneo protiv nas, a najkasnije pet godina nakon isporuke do Dobavljača.
- 8.11 Ako bi se materijalni nedostatak pojavio u roku od šest meseci od prenosa rizika, pretpostavit će se da je nedostatak postojao pre prelaza rizika, osim ako je navedena pretpostavka nespojiva s prirodom predmeta ili nedostatkom.
- 8.12 **Garancija za ispravno funkcionisanje prodate stvari**  
Kada je prodavac neke mašine, motora, kakvog aparata, ili drugih sličnih stvari koje spadaju u takozvanu tehničku robu predao kupcu garantni list kojim proizvođač garantuje ispravno funkcionisanje stvari u toku određenog vremena, računajući od njene predaje kupcu, kupac može, ako stvar ne funkcioniše ispravno, zahtevati kako od prodavca tako i od proizvođača da stvar opravi u razumnom roku ili ako to ne učini da mu umesto nje preda stvar koja funkcioniše ispravno.  
Ovim pravilima ne dira se u pravila o odgovornosti prodavca za nedostatke stvari. Kupac može zbog neispravnog funkcionisanja zahtevati od prodavca, odnosno od proizvođača opravku ili zamenu stvari u toku garantnog roka, bez obzira na to kad se nedostatak u funkcionisanju pojavio. On ima parvo na naknadu štete koju je pretrpeo usled toga što je bio lišen upotrebe stvari od trenutka opravke ili zamene do njihovog izvršenja. U slučaju manje opravke, garantni rok se produžava onoliko koliko je kupac bio lišen upotrebe stvari. Međutim, kad je zbog neispravnog funkcionisanja izvršena zamena stvari ili njena bitna opravka, garantni rok počinje teći ponovo od zamene, odnosno od vraćanja opravljene stvari. Ako je zamenjen ili bitno opravljen samo neki deo stvari, garantni rok počinje teći ponovo samo za taj deo. Ako prodavac ne izvrši u razumnom roku opravku ili zamenu stvari, kupac može raskinuti ugovor ili sniziti cenu i zahtevati naknadu štete. Prodavac, odnosno proizvođač je dužan da o svom trošku prenese stvar do mesta gde treba da se opravi, odnosno zameni, kao i da popravljenu, odnosno zamenjenu stvar vrati natrag kupcu. Za to vreme prodavac, odnosno proizvođač snosi rizik za propast ili oštećenje stvari. Kad je u izradi pojedinih delova

stvari ili u izvršenju pojedinih radnji učestvovalo više samostalnih proizvođača, njihova

odgovornost prema finalnom proizvođaču za neispravno funkcionisanje stvari koje potiče od tih delova ili od tih radnji prestaje kad prestane odgovornost finalnog proizvođača prema kupcu stvari.

Prava kupca prema proizvođaču po osnovu garantnog lista gase se po isteku jedne godine računajući od dana kada je tražio od njega opravku ili zamenu stvari.

## 9. Odgovornost proizvoda i opoziv

U slučaju ako bismo bili podvrgnuti zahtevima zbog odgovornosti za proizvod, Dobavljač će biti u obavezi da nas obešteti po osnovu takvih potraživanja ako i u meri u kojoj je šteta nastala zbog nedostataka u Predmetu ugovora koji je isporučio Dobavljač. U slučajevima odgovornosti zasnovane na greškama, ovo će se primeniti samo ako greška leži na dobavljaču. Ako uzrok štete spada u opseg odgovornosti Dobavljača, tada će teret dokazivanja snositi dobavljač u tom pogledu. U gore navedenim slučajevima, Dobavljač će preuzeti sve troškove i izdatke, uključujući troškove svih pravnih postupaka ili opoziva proizvoda.

## 10. Dodatni materijali

Materijali, delovi, kontejneri i specijalna ambalaža koje pružamo ostaje naše vlasništvo. Ovi predmeti se mogu koristiti samo prema nameni. Materijali će se obrađivati i delovi sastavljati u naše ime. Ovim je dogovoreno da ćemo biti suvlasnici proizvoda koje nam dobavljač skladišti i koji su proizvedeni upotrebom naših materijala i delova proporcionalno vrednosti materijala koje pružamo u odnosu na vrednost kompletnog proizvoda.

## 11. Dokumenti i poverljivost

- 11.1 Ako i u onoj meri u kojoj to nije javno poznato, sve poslovne ili tehničke informacije koje stavimo na raspolaganje (uključujući karakteristike koje se moraju prikupiti iz isporučenih predmeta, dokumenata ili softvera i drugog znanja ili iskustva) moraju se držati u tajnosti od trećih lica i mogu se staviti na raspolaganje samo u okviru sopstvenog poslovanja Dobavljača onim licima koja se nužno moraju pozvati radi isporuke nama i koja su takođe dužna da čuvaju poverljivost; oni će ostati naše isključivo vlasništvo. Takvi podaci se ne smeju reproducirati ili koristiti u komercijalne svrhe (osim za isporuku nama) bez našeg predhodnog pisanog pristanka. Na naš zahtev, svi podaci koji potiču od nas (uključujući gde je primenljivo, prilagođene kopije ili zapisi) i predmeti koje smo ustupili na pozajmicu moraju nam se odmah vratiti ili uništiti. Zadržavamo sva prava na takve informacije (uključujući autorska prava i parvo na registraciju prava industrijske svojine, poput patenata, pomoćnih modela, prava na maskiranje itd.) u onoj meri u kojoj su nam ih stavile na raspolaganje treće strane, ova zakonska odredba primenjivaće se i na pomenute treće strane.
- 11.2 Proizvode koje smo proizveli na osnovu dokumenata kao što su crteži, modeli i slično koje smo osmislili ili na osnovu naših poverljivih podataka ili sa našom opremom ili na osnovu izgrađene opreme ne može koristiti sam dobavljač niti ih nuditi ili isporučivati dobavljačima trećim licima. Ovo takođe važi \*mutatis mutandis\* za naše porudžbine za štampanje.

## 12. Uredba REACH

Dobavljač nas uverava da ispunjava zahteve EU REACH Uredbe o hemikalijama (Uredba (EU) br. 1907/2006 od 18.12.2006.), izmene REACH EU 2018/1513 Aneks XVII, izmene REACH EU 2018/2005 Aneks XVII, Supstance sa liste REACH kandidata od 15.01.2019. godine, odnosno pridržava se važećih verzija – u daljem tekstu REACH uredba. Ako isporučena roba sadrži supstance koje su navedene na tzv. "listi kandidata za supstance koje izazivaju veliku zabrinutost" ("lista SVHC") prema REACH-u

Dobavljač je dužan da nas o tome odmah obavesti. Ako se ove supstance koriste u proizvodima koji nam se isporučuju, Dobavljač nas mora pismeno obavestiti pre isporuke, navodeći supstancu i identifikacioni broj (npr. CAS) I trenutni list sa podacima o bezbednosti proizvoda koji se isporučuje. Isporuka ovih proizvoda zahteva naše posebno izdanje. Dobavljač je dužan da nas drži bezopasnom od bilo kakve odgovornosti u vezi sa nepoštovanjem gore navedenih propisa od strane dobavljača ili da nam nadoknadi štetu koju mi prouzrokuje zbog nepoštovanja propisa od strane dobavljača ili su sa njim povezani.

### 13. RoHS usklađenost

Dobavljač je u skladu sa Direktivom RoHS II prema Direktivama br. 2011/65/EU, 2015/863/EU i 2017/2102/EU koje treba ispuniti. Dobavljač garantuje da su svi proizvodi u skladu sa zahtevima RoHS direktive. Dobavljač je dužan da nas obešteti od bilo koje odgovornosti u vezi sa nepoštovanjem gore navedenih propisa od strane dobavljača i nadoknadi nam štetu nastalu zbog nepoštovanja propisa od strane dobavljača.

### 14. Konfliktni minerali

Dobavljač će se pobrinuti da ne koristi materijale ili proizvode koji sadrže kalaj, tantal, volfram i zlato a koji su dobijeni iz sukobljenih rudnika Demokratske Republike Kongo i susednih zemalja. Osim toga primenjuje se trenutni status CFSI baze podataka.

### 15. Pravni i službeni propisi

Nadalje, Dobavljač je odgovoran za poštovanje u svojoj zemlji zakonskih i službenih regulatornih odredbi za proizvodnju i distribuciju proizvoda koje isporučuje GRUNER-u AG.

Nadalje, Dobavljač je odgovoran za poštovanje u svojoj zemlji zakonskih i službenih regulatornih odredbi za proizvodnju i distribuciju proizvoda koje isporučuje GRUNER-u Srbija d.o.o.

### 16. Dužnost informisanja

Svi sertifikati i odobrenja kupaca dobavljača moraju biti dostupne stavljene GRUNER-u u trenutnoj verziji. Promene u statusu odobrenja ili sertifikaciji se mora odmah prijaviti kupcu. Ako dobavljač od klijenta dobije poseban status kupca (OEM) ili izgubi QMS sertifikat (IATF 16949, VDA 6,1 ili ISO 9001), GRUNER mora biti odmah obavešten.

### 17. Mesto izvođenja

Mesto izvođenja za isporuku će biti Wehingen.

Mesto izvođenja za isporuku će biti Marka Oreškovića bb, 16210 Vlasotince, Republika Srbija.

### 18. Pravno mesto

Pravna nadležnost će biti Rottweil/Neckar. Ovo će se primenjivati i na radnje u vezi sa nepoštenim računom.

Sporovi koji nastanu iz ovog ugovora Prodavac i Kupac ce pokušati da reše sporazumno.

Ako se ne postigne sporazumno rešenje spora, za njegovo rešenje Prodavac i Kupac ugovaraju nadležnost Privrednog suda u Leskovcu ili Spoljnotrgovinske arbitraže pri Privrednoj komori Srbije u Beogradu.

Prodavac i Kupac su saglasni da se u arbitražnom postupku primeni Pravilnik spoljnotrgovinske arbitraže pri Privrednoj komori Srbije u Beogradu i materijalno parvo RS.

Ovo će se primenjivati i na radnje u vezi sa nepoštenim računom.

### 19. Opšte odredbe

19.1 Ako odredba ovih uslov i pogođenog daljeg sporazuma budu ili postati nevažeći, to neće uticati na valjanost preostalog dela uslova. Ugovorne strane će biti u obavezi da zamene nevažeću odredbu aranžmanom koji je što je moguće sličniji prvobitno planiranom finansijskom ishodu.

19.2 Ugovorni odnos će biti regulisan isključivo srpskim zakonom - Zakon o obligacionim odnosima nemačkim zakonom isključujući sukob zakona i Konvenciju Ujedinjenih nacija o ugovorima o međunarodnoj prodaji robe (CIGS).

19.3 Osim toga, sledeće će se primenjivati i na međunarodne

dobavljače: Predmet daljih pregovora ili obaveze,

Dobavljač će biti u obavezi da isporuči GRUNER-u

proizvode ugovorene prirode i količine, u dogovorenom

kvalitetu i pakovanju, opremljeni

dogovorenim oznakama i

oznake koje zadovoljavaju važeće odredbe i standarde

prema srpskom Zakonu o tehničkim zahtevima za

proizvode i ocenjivanju usaglašenosti

nemačkom zakonu o

proizvodima, srpskim nemačkim propisima

koji se

primenjuju na proizvode koji su uvedeni, i trenutno stanje

tehnike po svim osnovama. Dobavljač će posebno

osigurati da proizvodi ne odstupaju od ove odredbe na

način koji može dovesti do narušavanja standardnih srpsih

nemačkih praktičnih ili ekonomskih

vrednosti ili GRUNER-

ove namene, a u suprotnom će biti u

obavezi da isporuči

proizvode natprosečne vrste i kvaliteta u granicama

tolerancije koje su uobičajene u trgovini.

