

**Opšti uslovi prodaje robe
KNAUF INSULATION D.O.O.**

Ovi Opšti uslovi privrednog društva KNAUF INSULATION D.O.O. Beograd, privrednog društva osnovanog u skladu sa zakonima Republike Srbije, na adresi Batajnicky drum 16b, Beograd-Zemun (u daljem tekstu: Opšti Uslovi) se primenjuju kad god KNAUF INSULATION D.O.O. Beograd (u daljem tekstu: Prodavac) prodaje robu pravnim i fizičkim licima, pod uslovom da se ugovori na osnovu kojih se roba prodaje pozivaju na ove Opšte Uslove.

Definicije

Član 1

Kad god su upotrebljeni u ovim Opštim Uslovima i Ugovoru o kupoprodaji sledeći izrazi imaju značenje kako sledi:

Arbitraža

Ima značenje Spoljnotrgovinske arbitraže pri Privrednoj Komori Srbije ili Stalni izabrani sud pri Privrednoj Komori Srbije;

Kupac

Ima značenje pravnog ili fizičkog lica koje zaključuje sa Prodavcem Ugovor o kupoprodaji;

Opšti Uslovi

Ima značenje ovih Opštih uslova;

Prodavac

Ima značenje privrednog društva KNAUF INSULATION D.O.O., privrednog društva osnovanog u skladu sa zakonima Republike Srbije, na

**General Terms and Conditions for sale of goods
KNAUF INSULATION D.O.O.**

These General terms and conditions of KNAUF INSULATION D.O.O. Beograd, a company established in accordance with the laws of the Republic of Serbia, with seat at address Batajnicky drum 16b, Beograd-Zemun (hereinafter referred to as: General Terms) are applied whenever KNAUF INSULATION D.O.O. Beograd (hereinafter referred to as: Seller) sells goods to legal entities and individuals, provided that the contract on basis of which the goods are being sold refer to these General Terms.

Definitions

Article 1

Whenever used in these General Terms and Purchase Agreement the following terms have the meaning as follows:

Arbitrage

Has the meaning of the Foreign Trade Arbitrage of the Serbian Chamber of Commerce and Permanent Court of Serbian Chamber of Commerce;

Buyer

Has the meaning of a legal entity or an individual that execute with the Seller the Purchase Agreement;

General Terms

Has the meaning of these General Terms and Conditions;

Seller

Has the meaning of KNAUF INSULATION D.O.O., a company established in accordance with the laws of the Republic of Serbia, with seat at address Gornji Zemun,

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Proizvodi	adresi Gornji Zemun, Privredna zona 4, Beograd-Zemun	Products	Privredna zona 4, Beograd-Zemun
Ugovor o kupoprodaji	Ima značenje roba koja je predmet prodaje na osnovu Ugovora o kupoprodaji;	Purchase Agreement	Has the meaning of the goods that are subject of sale on basis of the Purchase Agreement;
Ugovorne Strane	Ima značenje Prodavca i Kupca kada se navode zajedno;	Parties	Has the meaning of an agreement that execute the Buyer and the Seller on basis of which the Seller is selling to the Buyer and the Buyer is purchaseing from the Seller the Products;

Predmet Ugovora

Član 2

- 2.1. Zaključenjem Ugovora o kupoprodaji Prodavac se obavezuje da tokom tokom važenja Ugovora o kupoprodaji Kupcu prodaje i isporučuje Proizvode, a Kupac se obavezuje da Proizvode kupuje i preuzima po cenama i pod drugim uslovima dogovorenim Ugovorom o kupoprodaji i u skladu sa ovim Opštim Uslovima na tržištima koje pokriva Prodavac.

- 2.2. Izuzetno od člana 2.1, 2.3 i člana 4 Opštih uslova, Prodavac i Kupac koji posluje van tržišta van iz prethodnog članu se mogu u Ugovoru o kupoprodaji sporazumeti o isporuci određene količine određenog Proizvoda i iznosu kupoprodajne cene. Ostale odredbe Opštih uslova se primenjuju i na ugovore o kupoprodaji koje Prodavac zaključi sa Kupcima van tržišta iz prethodnog člana.

Subject of the Agreement

Article 2

- 2.1. By execution of the Purchase Agreement the Seller commits to sell and deliver the Products to the Buyer during the validity of the Purchase Agreement, and the Buyer commits to purchase and take over the Products at the prices and under other conditions as agreed in the Purchase Agreement and in accordance with these General Terms at markets covered by the Seller.

- 2.2 Apart from Article 2.1, 2.3 and Article 4 of the General Terms, the Seller and the Buyer operating out of markets specified in the previous Article, may in the Purchase Agreement agree on delivery of the particular quantity of the Product and the amount of the purchasing price. Other provisions of the General Terms shall be applied to the Purchase Agreement concluded with Buyer operating out of markets specified in the previous Article.

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2.3. Prodavac i Kupac će se svake godine sporazumevati na način predviđen ovim Opštim Uslovima koji konkretni Proizvodi i u kojim količinama će biti predmet kupovine u toku te godine. Takav dogovor će biti izražen u Ugovoru o kupoprodaji. Ugovor o kupoprodaji mora da sadrži odredbu da se na njega primenjuju ovi Opšti Uslovi.

2.3. The Seller and the Buyer shall each year agree in the manner prescribed by these General Terms which concrete Products and in which quantities shall be subject of the purchase during that year. Such agreement shall be expressed in the Purchase Agreement. The Purchase Agreement must contain the provision that these General Terms are applicable to it.

Kvalitet Proizvoda

Član 3

3.1. Proizvodi napravljeni u Republici Srbiji i isporučeni prema Ugovoru o kupoprodaji po kvalitetu odgovaraju zahtevima zakonodavstva Republike Srbije i zahtevima zakonodavstva države gde je sedište Kupca za uvežene Proizvode.

3.1. Quality of the Products manufactured in the Republic of Serbia and delivered in accordance with the Purcahse Agreement corresponds to requests of the laws of the Republic of Serbia and requests of the laws of the country where the Buyer has its seat for imported Products.

3.2. Proizvodi napravljeni izvan Republike Srbije po kvalitetu odgovaraju zahtevima zakonodavstva države porekla i zahtevima države gde je sedište Kupca za uvežene Proizvode.

3.2. Quality of the Products manufactured outside the Republic of Serbia and delivered in accordance with this Agreement corresponds to requests of the laws of the country where they are manufactured and requests of the laws of the country where the Buyer has its seat for imported Products.

3.3. Prodavac jemči da Proizvodi imaju sve potrebne sertifikate i potvrde. Na zahtev Kupca Prodavac je dužan da Kupcu uruči kopije tih dokumenata. Kupac je upoznat s tehničkim karakteristikama Proizvoda, koji su dostupni i na sajtu Prodavca (www.knaufinsulation.rs).

3.3. The Seller guarantees that the Products have all necessary certificates and confirmations. On request of the Buyer the Seller is obliged to deliver to the Buyer copies of those documents. The Buyer is familiary with technical characteristics of the Products, which are available also on web site of the Seller (www.knaufinsulation.rs).

3.4. Kvalitet Proizvoda garantuje Prodavac jedino pod uslovom da se Proizvodi pravilno skladište, transportuju i ugrađuju.

3.4. The Seller guarantees quality of the Products only and solely under conditions that the Products are properly warehoused, transported and installed.

3.5. Svi reklamni materijali koje isporuči Prodavac su vlasništvo Prodavca i zabranjeno je da se

3.5. All advertising materials that the Seller delivers are the property of the Seller and it is forbidden to be copied or altered. The

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kopiraju odnosno menjaju. Kupac je dužan da obezbedi poštovanje prava intelektualne svojine koji postoje na i u vezi s reklamnim materijalima, bez obzira da li ona pripadaju Prodavcu ili trećim licima. Kupac može koristiti KI logo-a i reklamne materijale u skladu sa posebnim ugovorom koji će Kupac i Prodavac zaključiti.

Seller is obliged to secure that intellectual property rights that exist on and in connection with advertising materials are respected, regardless whether they belong to the Seller or third persons. The Buyer may use KI logo and advertising materials in accordance with separate contract that will be concluded between the Buyer and the Seller.

- 3.6. Kupac je, u slučaju dalje prodaje proizvoda, ili predaje trećim licima na finalnu upotrebu dužan da primaće proizvoda obavesti o pravilima za upotrebu, karakteristikama Proizvoda i merama zaštite na radu.
- 3.7. Prodavac ne odgovara za negativne posledice prouzrokovane nepravilnom upotreboru Proizvoda ili upotreboru suprotno zahtevima važećih građevinskih normi i pravila.
- 3.8. Prodavac će pružati pomoć Kupcu u vidu saveta o načinu upotrebe kupljenih Proizvoda, ali neće snositi odgovornost u slučaju da se Proizvodi upotrebljavaju suprotno zahtevima važećih građevinskih normi i pravila. Projektna i tehnološka rešenja koja bude predlagao Prodavac imaju karakter preporuka koje moraju biti usklađene u projektnim i građevinskim organizacijama. Dokumentacija o mogućim tehnološkim rešenjima nije projektna niti tehnološka dokumentacija.

Cene Proizvoda

Član 4

- 4.1. Cena Proizvoda je određena u važećem cenovniku Prodavca. Kupac potpisom Ugovora o kupoprodaji potvrđuje da mu je prilikom zaključenja Ugovora o kupoprodaji predat primerak važećeg cenovnika Prodavca.

Prices for the Products

Article 4

- 4.1. The Price of the Products is defined in valid pricelist of the Seller. The Buyer by signing the Purchase Agreement confirms that the copy of the pricelist of the Seller is given to it at the moment of execution of the Purchase Agreement.

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| 4.2. | Cenovnik je isti za sve Kupce, potvrđuje ga ovlašćeno lice Prodavca i ne može da se menja za pojedinca ili pojedine kupce. | 4.2. | The pricelist is the same for all Buyers, it is confirmed by the authorized person of the Seller and it can not be altered for individual buyer or certain buyers. |
| 4.3. | Valuta cena za Proizvode je određena u cenovniku. | 4.3. | Currency of prices for Products is defined in the pricelist. |
| 4.4. | Prodavac ispostavlja Kupcu račun (i otpremna dokumenta) u valuti određenoj u cenovniku po cenama u skladu sa cenovnikom, uz priznavanje popusta datih prema stanju na dan otpreme. | 4.4. | The Seller delivers the invoice (and shipment documents) to the Buyer in the currency defined in the pricelist upon the prices in accordance with the pricelist, with approved discounts in accordance with the status on the date of shipment. |
| 4.5. | Isporuke se vrse po ugovorenom paritetu u skladu sa Incoterms 2000 transportnim klauzulama, u skladu sa cenovnikom Prodavca za ugovoreni paritet, a u skladu sa Incoterms 2000. | 4.5. | The deliveries shall be executed in accordance with agreed parity in line with Incoterms 2000 transport clauses and in accordance with the price list for the agreed parity. |
| 4.6. | Prodavac ima pravo da jednostrano promeni cene iz cenovnika i o tome obavesti Kupca šaljući mu pismeno obaveštenje o promeni cena ne manje od 15 dana pre datuma stupanja na snagu novog cenovnika. Ovo pismeno obaveštenje može biti poslat i e-mailom od strane ovlašćenih lica Prodavca ovlašćenim licima Kupca navedenim u Ugovoru o kupoprodaji. | 4.6. | The Seller is entitled to change the prices from the pricelist unilaterally and to inform the Buyer on such change by sending to it written information on changes of prices no less than 15 days before the date when new pricelist comes into effect. This written information may be sent also by e-mail by the authorized persons of the Seller to the authorized persons of the Buyer stated in the Purchase Agreement. |
| 4.7. | U slučaju da Kupac ne pošalje pismeni otkaz Ugovora o kupoprodaji u roku od 5 dana od dana prijema obaveštenja iz stava 4.6. ovog člana, nove cene će se primenjivati od prve sledeće isporuke po stupanju na snagu novog cenovnika, i prijema predmetnog obaveštenja i potvrde ovlašćenih lica Kupca da je obaveštenje primljeno. Promene cene utiču na Proizvode koji nisu bili preuzeti/otpremljeni od strane kupca u dogovorenom roku, osim ukoliko je plaćanje izvršeno pre promene cenovnika. | 4.7. | In case that the Buyer does not send the written termination of the Purchase Agreement within 5 days from the day of receipt of the information from paragraph 4.6. of this article, new prices shall be applied from the first next delivery after the new pricelist has entered into force and after receipt of subject information and confirmation of the authorized persons of the Buyer that information has been received. Changes of the prices affect the Products that were not taken over/shipped |

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by the Buyer within the agreed term, except in case when the payment has been executed before the change of the price list.

Popusti

Član 5

5.1. Prodavac i Kupac mogu da se dogovore o raznim oblicima popusta za Proizvode. Takav dogovor može biti postignut i razmenom e-mailova ili slanjem fax-a od strane ovlašćenih lica Ugovornih Strana navedenih u Ugovoru o kupoprodaji. Takođe, Prodavac i Kupac mogu popuste regulisati i aneksom Kupoprodajnog Ugovora.

5.2. Popusti za Kupca se određuju u skladu sa poslovnom politikom Prodavca a u zavisnosti od obima prodaje, uslova plaćanja i drugih faktora koji određuju kvalitet saradnje sa Kupcem. Popusti se utvrđuju u Ugovoru o kupoprodaji, ali je moguće da budu dati i za pojedinačnu porudžbinu.

Discounts

Article 5

5.1. The Seller and the Buyer can agree on different forms of discounts for the Products. Such an agreement can be made also by exchange of e-mails or faxes by the authorized persons of the Parties stated in the Purchase Agreement. In addition, the Buyer and the Seller may agree on discounts by signing annex to the Purchase Agreement.

5.2. Discounts for the Buyer are determined in accordance with business policy of the Seller and are dependent on volume of sale, conditions for payment and other factors that determine the quality of cooperation with the Buyer. Discounts are determined in the Purchase Agreement, but it is possible to be given also for single order.

Naručivanje proizvoda

Član 6

6.1. Ugovor o kupoprodaji između Prodavca i Kupca sadrži okvirni dogovor koji služi Ugovornim Stranama da planiraju svoje poslovanje za tu godinu. Međutim, Kupac može da naruči manju ili veću količinu Proizvoda od onih navedenih u potpisanim Ugovoru o kupoprodaji, kao što može da naruči i druge Proizvode koji nisu navedeni u ovim dokumentima.

6.2. U slučaju da Kupac naruči druge Proizvode u smislu stava 6.1. ovog člana narudžbina će proizvoditi dejstvo među Ugovornim Stranama samo u slučaju da Prodavac potvrdi pismenim putem uključujući i komunikaciju e-mail-om ili fax-om da je u mogućnosti da

Ordering the Products

Article 6

5.1. The Purchase Agreement between the Seller and the Buyer contain the frame agreement which serve to the Parties for planning its business activities for that year. However, the Buyer may order more or less quantity of the Products than the quantities stated in signed Purchase Agreement, and also it can order other Products that are not stated in those documents.

6.2. In case that the Buyer orders other Products in sense of the paragraph 6.1. of this article order shall have effect between the Parties only in case that the Seller confirms in writing including e-mail and fax correspondence that it is in position to deliver ordered Products.

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Kupcu isporuči naručene Proizvode.

- 6.3. U toku godine Kupac naručuje Proizvode dostavljanjem porudžbine u sadržini kako je određeno u Prilogu 1 Ugovora o kupoprodaji na kontakt adrese/telefone navedene u Ugovoru o kupoprodaji, svakog radnog dana u Republici Srbiji u periodu od 08.00 do 16.00 časova po Centralno-Evropskom vremenu. Porudžbina može biti dostavljena i e-mailom od strane ovlaštenih lica Kupca navedenih u Ugovoru o kupoprodaji.
- 6.4. Prodavac je dužan da u roku od jednog (1) radnog dana u Republici Srbiji nakon dana prijema porudžbine ima 1 (jedan) radni dan da pismenim putem (uključujući i e-mail) potvrди, predloži izmene ili odbije porudžbinu Kupca. Potvrđivanje, predlaganje izmena odnosno odbijanje se vrši u periodu od 08.00 do 16.00 časova po Centralno-evropskom vremenu. U slučaju da je porudžbina poslata nakon vremena navedenog u stavu 6.3. ovog člana rok od 1 (jednog) radnog dana počinje da teče od sledećeg dana u odnosu na dan kada je poslata porudžbina. Ukoliko Prodavac ne dostavi nikakav odgovor na porudžbinu Kupca smatraće se da ju je odbio.
- 6.5. Ukoliko Prodavac potvrdi porudžbinu obavezuje se da Kupcu omogući preuzimanje naručenih Proizvoda pod uslovima navedenim u porudžbini, odnosno ukoliko je tako navedeno u porudžbini da ih otpremi Kupcu, a i jedno i drugo u skladu sa članom 7. Opštih Uslova.
- 6.6. Ukoliko Prodavac predloži izmene porudžbine Kupac ima 1 (jedan) radni dan da se sa predloženim izmenama pismenim putem (uključujući i e-mail) saglasni ili da ih odbije. Saglašavanje sa predloženim izmenama odnosno njihovo odbijanje odbijanje se vrši u periodu od 08.00 do 16.00
- 6.3. During the year the Buyer orders the Products by delivery of order in contents as determined in Appendix 1 of the Purchase Agreement on addresses/telephones stated in the Purchase Agreement in the Republic of Serbia, each working day in period from 08.00 until 16.00 CET. Order can be delivered also by e-mail by the authorized persons of the Buyer stated in the Purchase Agreement,
- 6.4. The Seller is obliged within 1 (one) working day in the Republic of Serbia upon the day of receipt of order to confirm, suggest the changes or rejects in writing (including e-mail) the order of the Buyer. Confirming, suggesting the changes or rejecting must be made in period from 08.00 until 16.00 CET. In case that the order is sent after the time stated in paragraph 6.3 of this article 1 (one) day deadline starts from the next day from the day when the order is sent. If the Seller does not reply to the Buyer's order it shall be considered as it has rejected it.
- 6.5. If the Seller confirms the order it is obliged to enable the Buyer to take over the ordered Products under conditions stated in the order, or it is defined such in the order to ship them to the Buyer, both in accordance with article 7 of these General Terms.
- 6.6. If the Seller suggests the changes of the order the Buyer has 1 (one) working day to agree with it or reject it in writing (including e-mail). Agreeing with suggested changes or their rejecting must be made in period from 08.00 until 16.00 CET. If the Buyer agrees with suggested changes as the accepted

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časova po Centralno-Evropskom vremenu. Ukoliko se Kupac saglasi sa predloženim izmenama kao prihvaćena verzija porudžbine se smatra porudžbina koja sadrži izmene predložene od strane Prodavca.

- 6.7. Porudžbina se odbija u slučaju da je nepotpuna odnosno u slučaju da na porudžbini nema potpisa odgovornog lica ili pečata Kupca.
- 6.8. U slučaju kada je Prodavac odbio porudžbinu kao i u slučaju kada je Kupac odbio predložene izmene porudžbine od strane Prodavca takva porudžbina nema dejstvo, a Kupac može poslati novu porudžbinu Prodavcu.
- 6.9. U slučaju da nakon prihvata porudžbine mora doći do odlaganja otpreme u odnosu na rok određen prihvaćenom verzijom porudžbine a iz razloga koji nisu postojali u trenutku prihvatanja porudžbine, Prodavac je dužan da o tome odmah obavesti Kupca, a sa otpremanjem će se nastaviti nakon što ovi razlozi prestanu.
- 6.10. U slučaju da nakon prihvata porudžbine otprema postane nemoguća iz razloga više sile ili zato što je Prodavac izgubio pravo da nadalje prodaje te Proizvode u državi gde je sedište Kupca, smatraće se da porudžbina nema dejstva, a Kupac može poslati novu porudžbinu Prodavcu u pogledu drugih Proizvoda.
- 6.11. U slučaju da nakon prihvatanja porudžbine Kupac zahteva promenu uslova utvrđenih prihvaćenom verzijom porudžbine Prodavac ima pravo da od Kupca zahteva plaćanje dodatnog iznosa u visini 20% od vrednosti prvobitno naručenih Proizvoda.

Uslovi otpreme

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version of the order shall be considered the order with changes proposed by the Seller.

- 6.7. The order is rejected in case that it is not full and in case that it is not signed by authorized person or seal of the Buyer.
- 6.8. In case that the Seller has rejected the order and in case when the Buyer has rejected suggested changes by the Seller such order is not valid, and the Buyer can send new order to the Seller.
- 6.9. In case that after confirmation of the order shipment must be delayed in respect to deadline defined in accepted version of the order because of the reasons that do not exist at the moment of confirming the order, the Seller is obliged to inform the Buyer immediately, and the shipment can be continued after these reasons stop.
- 6.10. In case that after confirmation of the order the shipment becomes impossible because of the force majeure or because the Seller loses the right to further sale those Products in the country where the seat of the Buyer is, it shall be considered as the order have no effect, and the Buyer can send new order for other Products to the Seller.
- 6.11. In case that after confirmation of the order the Buyer requests change of the conditions determined in accepted version of the order the Seller has the right to request from the Buyer payment of additional amount of 20% of the value of the Products order in the first time.

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Član 7

7.1. U prihvaćenoj verziji porudžbine se određuje da li će Proizvode iz te porudžbine otpremiti sam Kupac, odnosno treće lice po njegovom nalogu (sopstveni prevoz), ili će to učiniti Prodavac svojim sredstvima, odnosno treće lice po nalogu Prodavca (otpremanje od strane Prodavca).

7.2. Sopstveni prevoz

7.2.1. Odvoženje Proizvoda sa skladišta Prodavca obavlja Kupac svojim sredstvima samostalno, odnosno treće lice po nalogu Kupca. Datum preuzimanja isporuke je određen u prihvaćenoj potvrdi porudžbine a tačno vreme dolaska transportnog sredstva na skladište Prodavca mora se pismenim putem (uključujući i razmenu e-mailova) potvrditi između Kupca, odnosno trećeg lica koje vrši odvoženje po nalogu Kupca i Prodavca.

7.2.2. U trenutku preuzimanja Proizvoda, predstavnik Kupca odnosno treće lice obavezno mora da preda ovlašćenje za preuzimanje robe u sadržini kako je određeno u Prilogu 2 Ugovora o kupoprodaji i da se identificuje ličnim dokumentom.

7.2.3. Proizvodi se utovaraju na transportno sredstvo u transportnom pakovanju od strane Prodavca. U otpremnici je potrebno navesti količinu transportnih pakovanja, ukupnu zapreminu isporuke i njenu težinu (bruto, neto). Dostavnicu potpisuju predstavnik Prodavca koji je vršio utovar i lice iz stava 7.2.2. ovog člana.

7.2.4. Kupac je dužan da obezbedi preuzimanje naručenih Proizvoda u rokovima dogovorenim prihvaćenom verzijom

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Article 7

7.1. In accepted version of the order must be defined whether the Products from the order shall be shipped by the Buyer, or third person upon its order (own transport), or the Seller will do that by its assets, or the third person upon the order of the Seller (shipment by the Seller).

7.2. Own transport

7.2.1. Driving the Product from the Seller's warehouse shall be conducted by the Buyer by its assets, or by the third person upon the order of the Buyer. Date of take over of the delivery is defined in the accepted version of the order confirmation and the exact time of arrival of transport vehicle in the Seller's warehouse must be confirmed in writing (including exchange of the e-mails) between the Buyer or third person who conducts the shipment upon the Buyer's order and the Seller.

7.2.2. At the moment of take over of the Products, representative of the Buyer or the third person is obliged to give the empowerment for take over of the goods in contents as defined in Appendix 2 of the Purchase Agreement and to identify himself by personal document.

7.2.3. The Seller loads the Products on transport vehicle in transport package. In the shippment document is necessary to state the quantity of transport packages, total volume of the shipment and its weight (gross, net). The delivery document must be signed by the representative of the Seller who performed the loading and the person from paragraph 7.2.2. of this article.

7.2.4. The Buyer is obliged to secure the take over of ordered Products in deadlines defined in accepted version of the order.

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7.2.5. U slučaju da od strane Kupca odnosno trećeg lica koje po nalogu Kupca treba da preuzme Proizvode dođe do prekoračenja dogovorenih rokova za njihovo preuzimanje u smislu stava 7.2.4. ovog člana Prodavac ima pravo da zahteva od Kupca da plati ugovornu kaznu za dodatno skadištenje Proizvoda (ležarina) nakon sedmog dana od dogovorenog datuma otpreme i to u visini 1% od vrednosti Proizvoda za svaki dan kašnjenja. Ukoliko Proizvodi nisu preuzeti ni u roku od 30 dana od dogovorenog datuma otpreme smatraće se da porudžbina koja se odnosi na te proizvode više nema dejstvo, a Prodavac ima pravo na naknadu štete u skladu sa odredbama ovih Opštih Uslova.

7.2.5. In case that the Buyer or third person who upon the order of the Buyer should takes over the Product exceed the agreed deadlines for take over of the Products in accordance with paragraph 7.2.4. of this article the Seller is entitled to request from the Buyer to pay the additional amount for extra warehousing the Products (lay fee) after seventh day from the agreed day of shipment in the amount of 1% of the value of the Products for each day of delay. If the Products are not taken over even in period of 30 days from the agreed day of the shipment it shall be considered as the order that relates to those Products have no effect, and the Seller is entitled to damages in accordance with these General Terms.

7.3. Otpremanje od strane Prodavca

7.3.1. Prodavac može da izvrši isporuku Proizvoda do skladišta Kupca ili lica koje Kupac odredi, kamionom ili železnicom, zavisno od mesta u koje se isporuka vrši, svojim sredstvima, odnosno angažovanjem trećeg lica za to, ako je tako predviđeno u prihvaćenoj verziji porudžbine.

7.3. Shipment by the Seller

7.3.1. The Seller may deliver the Products to the warehouse of the Buyer or the person that the Buyer defines, by truck or train, depending from the place where the delivery is to be made, by its assets, or by hiring the third person for that, if the accepted version of the order provides for that.

7.3.2. Pored navođenja mesta i tačne adrese na koju je potrebno da se izvrši isporuka u prihvaćenoj verziji porudžbine, Kupac je duzan da dostavi Prodavcu pismenim putem (uključujući i e-mail) i prezime, ime i broj telefona lica odgovornog za preuzimanje Proizvoda.

7.3.2. Beside the stating the place and exact address on which the delivery should be performed in the accepted version of the order, the Buyer is obliged to deliver to the Seller in writing (including e-mail) also the first and the last name and the number of telephone of a person responsible for take over of the Products.

7.3.3. U slučaju da za otpremu treba angažovati prevoznika, njega bira Prodavac. Ugovor o prevozu sklopljen izmedju Prodavca i Prevoznika mora da obuhvata i prava Kupca.

7.3.3. In case that for the shipment is necessary to hire the transport company, the Seller shall choose it. The agreement between the transport company and the Seller must include also the Buyer's rights.

7.3.4. U slučaju otpreme prevoznim sredstvom koje

7.3.4. In case of shipment by the transport the

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je izabrao i naručio Prodavac, predstavnik Kupca (Primaoca) je dužan da na transportnim dokumentima napravi zabeležbu o prijemu Proizvoda. Kao odgovarajuća zabeležba smatra se potpis primaoca sa navedenim imenom i prezimenom i datum prijema Proizvoda i priloženim ovlašćenjem Kupca da to lice može da preuzme Proizvode (Prilog 2 Ugovora o kupoprodaji). U slučaju razlike između primljenih Proizvoda po kvalitetu i količini u odnosu na one iz porudžbine obavezno je potrebno da se napravi reklamacijski zapisnik.

7.3.5. U slučaju otpeme Proizvoda železnicom Prodavac nije odgovoran za otpreme Proizvoda u roku, ali obavezuje se da će preduzeti sve što je u njegovoj moći da isporuka bude obavljena u najkraćem roku i uz puno poštovanje rokova otpreme.

7.3.6. U slučaju da Kupac (Primalac) odbije da preuzme isporučene Proizvode, Prodavac ima pravo da traži od Kupca nadoknadu troškova prevoza i ugovornu kaznu u visini 20% vrednosti naručenih Proizvoda. U slučaju da Kupac (Primalac) odbije da preuzme Proizvode, vozač koji predstavlja Prodavca je dužan da o tome napravi adekvatan zapisnik koji sadrži razloge zbog kojih je Kupac odbio da primi Proizvode, kao i označenje datuma i mesta pokušane isporuke Proizvoda.

7.3.7. Kupac kome su Proizvodi isporučeni Prodavčevim kamionom odnosno kamionom prevoznika kojeg je angažovao Prodavac dužan je da obezbedi istovar u najkraćem mogućem roku. Ugovorne Strane se saglašavaju da je za istovar teretnog vozila nosivosti 24 tone (standardno teretno vozilo) potrebno 4 (četiri) sata koji se racunaju u okviru radnih dana (ponedeljak – petak) i u okviru radnog vremena od 08h – 16h. Vreme

vehicle chosen and ordered by the Seller, representative of the Buyer (Recipient) is obliged to make a record on take over of the Products on transport documents. As proper record in considered signature of the person empowered for take over of the Products with his first and family name stated as well as the date of the receipt of the Products and submitted empowerment for that person to take over the Products (Appendix 2 of the Purchase Agreement). In case of difference between taken over Products in quantity and the quality in relation to those from the order the complaint minutes must be signed.

7.3.5. In case of shipment of the Products by rail the Seller is not responsible for respecting the Products shipment deadlines, but it commits to take all the measures within its ability that the delivery be performed within the shortest possible time and fully respecting the shipment deadlines.

7.3.6. In case that the Buyer (Recipient) refuses to take the delivered Products, the Seller is entitled to request from the Buyer reimbursement of shipment expenses and contractual penalty in the amount of 20% of value of ordered Products. (Recipient) refuses to take the delivered Products, driver that represents the Seller is obliged to make adequate minutes confirming reasons for which the Buyer has refused to accept the Products, as well as date and place when delivery of Products has been intended.

7.3.7. The Buyer to whom the Products are delivered by the Seller's truck or by the transport company hired by the Seller is obliged to unload the shipment within the shortest possible time. The Parties agree that for the unloading of standard truck of load 24 tones (standard truck) 4 (four) hours is needed within working week (Monday – Friday) and within working hours from 08h – 16h. Time for unloading shall be calculated from the moment of arrival of vehicle on the

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za istovar se računa od trenutka dolaska vozila na adresu navedenu u porudžbni do trenutka potpunog istovara Proizvoda. U slučaju prekoračenja vremena istovara transportnog vozila krivicom Kupca, Prodavac će ispostaviti Kupcu dodatni račun za čekanje i to 50 EUR po satu. Ako transportno vozilo nije istovareno zbog nedostataka ovlašćenja, to se računa kao krivica Kupca.

- 7.3.8. Otprema kamionom obavlja se samo u slučaju ako je zapremina poručenih Proizvoda dovoljna da sasvim napuni standardno teretno vozilo. U slučaju da poručeni Proizvodi nemaju potrebnu zapreminu Prodavac će Kupcu predložiti izmenu porudžbine tako da Kupac sam vrši otpremu Proizvoda.
- 7.3.9. U slučaju otpreme železnicom do stanice Primaoca, Prodavac ne snosi dodatne troškove na stanici Primaoca (čišćenje, dezinfekcija vagona i sl.) dok ove troškove snosi na otpremnoj stanici i naplaćuje ih Kupcu kako je definisano članom 4.5. ovih Opštih Uslova. Otprema železnicom do stanice Primaoca je moguća samo u slučaju da zapremina narudžbe omogućava da se sasvim napuni standardni zatvoreni teretni vagon.
- 7.3.10. U slučaju da je nakon prihvatanja porudžbine Kupcu potrebna hitna otprema pre roka navedenog u prihvaćenoj verziji porudžbine Prodavac će takvu izmenu prihvatiti ukoliko je u mogućnosti da izvrši otpremu u novom roku, a Kupac je dužan da snosi dodatne troškove koje proisteknu iz promene plana otpreme.
- 7.3.11. Uslovi navedeni u ovom članu 7.3. su u skladu sa merodavnim pravom i transportnim pravilima i mogu u slučaju njihove promene da se izmene donošenjem izmena ovih Opštih Uslova od strane Prodavca.

address stated in the order until the moment of full unload of the Products. In case of exceeding the time of unloading of the truck by fault of the Buyer, the Seller will issue an additional invoice to the Buyer for waiting and that 50 EUR per hour. If the truck is unloaded because of lack of empowerment, it is counted as a fault of the Buyer.

- 7.3.8. Shipment by truck will be performed only if the volume of ordered Products is enough to completely fill a standard truck. In case that ordered Products do not have the necessary volume the Seller shall will propose to the Buyer change to order so the the Buyer transport the Products by itself.
- 7.3.9. In the case of shipment by rail to the station of the recipient, the Seller shall not bear any additional costs at the Recipient's station (cleaning, disinfecting wagons, etc.) while such costs shall be borne at the shipping station and charged to the Buyer as defined in article 4.5. of these General Terms. Transport by rail to the Recipient's station is possible only if the volume of order allows to be completely filled a standard closed wagon.
- 7.3.10. In the case that after acceptance of the order the Buyer needs urgent delivery before the deadline specified in the accepted version of the order the Seller will accept such change if it is able to make shipping within the new deadline, and the Buyer is obliged to bear the additional costs arising from changes in shipping plan.
- 7.3.11. Conditions from in this article 7.3. are in accordance with applicable law and rules of transportation and may be changed in the case of changes in these laws/rules by execution of amendments of these General Terms by the Seller.

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7.4. Pravo vlasništva na Proizvodima koje Kupac kupuje prema Ugovoru o kupoprodaji prelazi na Kupca u trenutku prelaska rizika na Kupca u skladu sa transportnom klauzulom određenom u tački 4.5. ovih Opštih Uslova bez obzira na to da li se otprema obavlja u skladu sa članom 7.2. ili članom 7.3. ovih Opštih Uslova.

7.4. The right of title over the Products that the Buyer purchases under this contract transfers to the Buyer at the moment of the transfer of risk to the Buyer in accordance with the transportation clause from point 4.5. of these General Terms regardless of whether the shipment is performed in accordance with article 7.2. or article 7.3. of these General Terms.

Preuzimanje Proizvoda

Član 8

8.1. Kvalitativno i kvantitativno preuzimanje obavlja Kupac prilikom preuzimanja Proizvoda i to u trenutku istovara transportnog vozila i popunjavanja transportnih dokumenata. U slučaju sopstvenog prevoza Kupac obavlja kvantitativno i kvalitativno preuzimanje u trenutku utovara na transportno vozilo na skladištu Prodavca.

8.2. Kvalitativno preuzimanje

8.2.1. U slučaju preuzimanja Proizvoda od strane Kupca, odnosno trećeg lica po njegovom nalogu, predstavnik Kupca je dužan da prilikom utovara Proizvoda izvrši pregled Proizvoda koji se utovaruju radi utvrđivanja eventualnih očiglednih nedostataka. Ukoliko predstavnik Kupca prigovori Prodavcu da postoje takvi nedostaci Prodavac može odmah zameniti Proizvod s nedostatkom i umesto njega utovariti drugi Proizvod. Isto se primenjuje i u slučaju otpreme Proizvoda od strane Prodavca kamionom, s tim što u tom slučaju, ukoliko predstavnik Prodavca utvrdi postojanje nedostatka, taj Proizvod neće biti istovaren već će biti vraćen Prodavcu, a Prodavac će o svom trošku dostaviti Kupcu Proizvod bez nedostatka.

8.2.2. U slučaju otpreme Proizvoda železnicom Kupac je dužan da izvrši pregled Proizvoda

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Take over of the Products

Article 8

8.1. Qualitative and quantitative take over conducts the Buyer with take over of the Products at the time of unloading the transport vehicle and filling the transport documents. In the case of own transport Buyer performs quantitative and qualitative take over at the time of loading on the transport vehicles in warehouse of the Seller.

8.2. Qualitative take over

8.2.1. In the case of take over of the Product by Buyer or a third person upon its order, the representative of the Buyer is obliged to review the Products that are being loaded to determine any obvious defects. If a representative of the Buyer objects to the Seller, that there are such defects the Seller may immediately replace the Product with defects and ship instead another product. The same applies in the case of shipping the Products by the Seller's truck, but in that case, if the representative of the Seller determines the existence of defects, that Product will not be unloaded but it will be returned to the Seller and the Seller shall at its own expense deliver to the Buyer the Product without defects.

8.2.2. In the case of shipment the Product by rail the Buyer is obliged to review the Products

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prilikom preuzimanja Proizvoda od železnice. Ukoliko prilikom pregleda utvrđi oštećenja transportnog pakovanja koje je prouzrokovalo pogoršanje kvaliteta Proizvoda ili njegovih karakteristika Kupac je dužan da o tome obavesti Prodavca i navede količine Proizvoda isporučenih sa greškom u pakovanju, lošijim estetskim izgledom i drugim greškama koje mogu da utiču ili su već uticale na kvalitet Proizvoda. O ovim greškama obavezno treba napraviti zabelešku u transportnim dokumentima i sastaviti reklamacijski zapisnik, odnosno preduzeti sve druge radnje koje su potrebne u skladu sa pravilima koje železnica primenjuje kako bi se očuvala prava koja prema železnici imaju Prodavac i/ili Kupac u vezi sa oštećenjem robe prilikom prevoza.

- 8.2.3. Pri otkrivanju skrivenih mana Proizvoda koje nisu mogle biti otkrivene jednostavnim vizualnim pregledom, reklamacija se prihvata samo za pakovanja sa nalepnicom koja omogućava da se utvrđi datum izrade i drugi važni podaci kao i broj serije.
- 8.2.4. Prodavac želi da izbegne da se vrši prodaja Proizvoda koji nemaju kvalitet u skladu sa poslovnim renomeom Prodavca, stoga do trenutka izrade reklamacijskog zapisnika u prisustvu predstavnika Prodavca, Kupac nema pravo da prodaje nekvalitetne Proizvode ili da samostalno donosi odluke o sniženju cene Proizvoda.
- 8.2.5. Kupac može da dostavi Prodavcu pisanim putem primedbe o kvalitetu Proizvoda u roku od 10 dana od dana preuzimanja. Reklamacija obavezno mora biti sastavljena od otpremnice, uzorka nekvalitetnog Proizvoda, kopija etiketa nekvalitetnog Proizvoda i reklamacijskog zapisnika.
- 8.2.6. U slučaju priznavanja reklamacije zbog neadekvatnog kvaliteta Proizvoda, Prodavac

when taking them over from the railway company. If the review determines damages of transport packaging, which caused the deterioration of the quality of the Product or its characteristics the Buyer is obliged to notify the Seller and specify the quantity of Products delivered with an error in packaging, deteriorating esthetics and other errors that may affect or have affected the quality of Products. These errors should be mentioned in the transport documents and compile complaint minutes must be made, and any other action must be taken that are required in accordance with the rules that the railway company applies in order to preserve the rights which the Seller and/or the Buyer have in connection with damages in goods during transport.

- 8.2.3. For the detection of hidden flaws of Products that could not be detected by simple visual examination, complaints can be accepted only for packaging with a label that allows to determine the date of manufacture and other important information and the number of series.
- 8.2.4. The Seller wants to avoid the sale of Products that do not have quality in accordance with Seller's business reputation, therefore, until the moment of making complaint minutes in the presence of representatives of the Seller, the Buyer has no right to sell the non-quality Products, or to independently make decisions about the price reduction products.
- 8.2.5. The Buyer may submit to the Seller written comments on the quality of the Products within 10 days of take over. Complaint must be made of shipping document, the sample of non-quality Products, copies of labels of non-quality Products and complaint minutes.
- 8.2.6. In the case of accepting complaint due to inadequate recognition quality of the

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je dužan da nekvalitetne Proizvode zameni novim odnosno da snizi cenu nekvalitetnim proizvodima. Sve Proizvode iz jedne otpreme uključujući Proizvode sa reklamacijom Kupac mora da skladišti zajedno u neraspakovanim obliku sve do trenutka odluke o reklamaciji. Odluku o reklamaciji Prodavac je dužan da saopšti Kupcu u roku od 14 dana od dana prijema reklamacije.

Product, the Seller is obliged to replace non-quality Products with new or to lower the price of non-quality Products. All products in one shipment, including Products with customer complaints must be stored together packed until the moment of decision on the n of complaint. The Seller is obliged to inform the Buyer on the decision on complaint within 14 days of receipt of complaint.

8.3. Kvantitativno preuzimanje

8.3.1. U slučaju odstupanja stvarno primljene količine Proizvoda od količine u otprenim dokumentima Kupac obavezno mora da pozove predstavnika neutralnog pravnog ili fizičkog lica odnosno predstavnika Prodavca radi sastavljanja reklamaciskog zapisnika. Kod prevoza kamionom, u ulozi predstavnika Prodavca može da bude predstavnik Prevoznika (vozač saobraćajnog sredstva).

8.3. Quantitative take over

8.3.2. U slučaju dostave Proizvoda železnicom reklamaciski zapisnik se sastavlja u skladu sa važećim pravilima transporta u prisustvu predstavnika neutralnog pravnog ili fizičkog lica odnosno predstavnika Prodavca. U slučaju da je količinska reklamacija opravdana, troškove neutralnog stručnjaka snosi Prodavac, a u suprotnom slučaju Kupac.

8.3.1. In case of discrepancies between actually received quantities of Products from the quantity in the transport documents, the Buyer must invite the representative of a neutral legal or natural person and legal representative of the Seller for compiling complaint minutes. For truck transport, as representatives of the Seller may be representative of transport company (transport vehicle driver).

8.3.3. Za rešavanje i rešenje reklamacije obavezan je pravilno sastavljen reklamaciski zapisnik. Takođe u transportnim dokumentima mora postojati zabeleška da je roba prispela u manjoj količini nego što je navedeno u dokumentima.

8.3.2. In the case of delivery of the Product by rail complaint minutes is prepared in accordance with the applicable rules of transport in the presence of a neutral natural or legal person and a legal representative of the Seller. In the event that quantity complaint is justified, the costs of neutral expert shall be borne by the Seller, and otherwise the Buyer.

8.3.4. U slučaju da dostavljeni Proizvodi ili Proizvodi određeni za utovar ne odgovaraju porudžbini, proizvodima navedenim u transportnim dokumentima, otpremnici ili

8.3.3. For resolve complaints and resolving the complaint properly made complaint minutes is necessary. Also in the transport documents a note must be made that the goods arrived in a lesser amount than stated in the documents.

8.3.4. In the event that delivered Products or Products designated for the loading does not match the order, the Products listed in the transport documents, shipping document or invoice either by type or by the quantity of

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računu bilo po vrsti bilo po količini pojedinih stavki svakog Proizvoda, Kupac ima pravo, prema svom nahođenju da:

- prihvati Proizvode uz navođenje stvarno primljene količine i vrste Proizvoda i da sa Prodavcem napravi obračun plaćenih iznosa bez međusobne nadoknade štete;
- prihvati Proizvode uz navođenje stvarno primljene količine i vrste Proizvoda, sa obavezom Prodavca da Proizvode koje nedostaju isporuči u rokovima koji odgovaraju Kupcu.

Plaćanje

Član 9

- 9.1. Sva plaćanja prema ovom Ugovoru izvršavaće se bezgotovinskim putem bankovne doznačke na račun naveden u Ugovoru o kupoprodaji. Kupac je u obavezi da plati bankarsku proviziju za prenos sredstava po osnovu plaćanja kupoprodajne cene sa bankovnog računa Kupca na bankovni račun Prodavca.
- 9.2. Plaćanje proizvoda može da se izvrši avansno za buduću isporuku. U ovom slučaju Prodavac ispostavlja Kupcu predračun u dogovorenoj valuti po cenama obračunatim u skladu sa važećim cenovnikom, uvažavajući odobrene popuste važeće na dan ispostavljanja predračuna.

- 9.3. Pored avasnog plaćanja moguće je i odloženo plaćanje za Proizvode koji su već otpremljeni. Rok plaćanja u odnosu na datum otpreme Proizvoda se definiše Ugovorom o kupoprodaji, s tim što se za pojedinu isporuku može prihvaćenom verzijom porudžbine i odstupiti od tog roka. Rok za odloženo plaćanje ne može biti duži nego što je predviđeno merodavnim pravom, a ukoliko

certain items of each Product, the Buyer has the right, at its sole discretion to:

- accept the products actually received, stating the quantity and type of Product and to made calculation with the Seller on the amount paid without mutual reimbursement of damages;
- accept the products actually received, stating the quantities and types of the Products, with the obligation of Seller to deliver the Products that are missing in terms that suit the Buyer.

Payment

Article 9

- 9.1. All payments under this Agreement shall be performed by the non-cash remittances through the bank account listed the Purchase Agreement. The Buyer is obliged to pay bank provision for transfer of funds from the bank account of Buyer with the bank account of Seller on the ground of payment of purchasing price.

- 9.2. Payment for the Products can be made in advance for future delivery. In this case, the Seller delivers to the Buyer in the pre-invoice in agreed currency upon prices calculated in accordance with the applicable pricelist, taking into account the approved discounts valid on the day of making the pre-invoice.

- 9.3. Beside the advance payment also postponed payment for Products that are already shipped are possible. Deadline for payment in relation to the date of shipment of the Product is defined in the Purchase Agreement, provided that for each delivery can be accepted version of the orders and depart from that period. Deadline for payment cannot be longer than it is

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postane očigledno da Kupac neće platiti do isteka merodavnim pravom određenog roka, Ugovorne Strane su u mogućnosti da do dana isteka merodavnim pravom određenog roka zaključe aneks Ugovora o kupoprodaji kojim će taj period produžiti s tim što zaključenjem tog aneksa Prodavac ne gubi pravo da pokrene spor u pred sudom iz člana 11.2 ovih Opštih Uslova.

prescribed by the applicable law, and if become clear that the Buyer shall not pay the price until the end of by the applicable law prescribed deadline, the Parties can executed until the end of by the applicable law prescribed deadline annex to the Purchase Agreement by which they shall extend such period but the Seller shall not be prevented by execution of that annex to initiate the Dispute before the court from the article 11.2. of these General Terms.

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| <p>9.4. Prodavac može da odobri Kupcu kreditni limit za kupovinu Proizvoda do određenog iznosa i odlaganje plaćanja za određen broj dana od datuma otpreme Proizvoda.</p> <p>9.5. Kao rok odloženog plaćanja računa se period od dana otpreme Proizvoda (datum otpremnih dokumenata) do dana kojeg je uplata za otpremljene Proizvode prispela na račun Prodavca.</p> <p>9.6. Kao iznos odobrenog kreditnog limita računa se maksimalna vrednost otpremljenih i nedospelih, neplaćenih Proizvoda i prevoznih i s prevozom pratećih usluga, kao i vrednost robe na lageru za konkretnog kupca. U slučaju da se rok odloženog plaćanja ili iznos kreditnog limita premaši Prodavac će obustaviti sve isporuke Kupcu.</p> <p>9.7. Za odobrenje limita Prodavac ima pravo da od Kupca traži dodatne podatke koji dokazuju stabilnost finansijskog položaja Kupca. U slučaju da Kupac ne želi da dostavi tražene podatke Prodavac može da mu ne odobri kreditni limit.</p> <p>9.8. Na zahtev Prodavca, Kupac je dužan da preda neopozivu bankarsku garanciju, izdatu od strane prvaklasne banke koja je prihvatljiva</p> | <p>9.4. The Seller may grant to the Buyer credit limit for purchase the Products up to a certain amount and delay in payments for a certain number of days from the date of shipment of products.</p> <p>9.5. As the deadling for deferred payment period is calculated from the date of shipment of the Products (date of shipment documents) until the date on which the payment is received on the account of Seller for the Products shipped.</p> <p>9.6. As the amount of the approved credit limit shall be calculated the maximum value of shipped and undue, unpaid Products and transport and with transport related services, as well as the value of goods in stock for partuclar buyer. In case the period of deferred payment or amount of the credit limit is exceeded the Seller shall suspend all deliveries to the Buyer.</p> <p>9.7. For the approval of limit the Seller has the right to seek from the Buyer additional data proving the stability of the financial position of the Buyer. In the event that the Buyer does not want to submit the required information the seller can decide not to grant it credit limit.</p> <p>9.8. Upon the request of the Seller, the Buyer is obliged to submit to the Seller, the irrevocable unconditional bank guarantee on</p> |
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za Prodavca, na iznos od utvrđenim Ugovorom o kupoprodaji kojom garantuje izvršenje svih obaveza iz Ugovora o kupoprodaji, naplativu na prvi poziv, bez prava na prigovor od strane izdavaoca garancije, sa rokom važnosti od najmanje 30 dana nakon isteka Ugovora o kupoprodaji.

first demand, issued by first class bank to the satisfaction of the Seller, at the amount determined by the Purchase Agreement, by which the Buyer shall guarantee the fulfillment of all obligations stipulated by the Purchase Agreement, payable on first demand, without the issuing party being entitled to complaints, with validity period of minimum 30 days upon expiry of the Purchase Agreement.

- 9.9. Kupac je u obavezi da dostavi Prodavcu predlog teksta bankarske garancije iz člana 9.8 iz ovih Opštih Uslova na prethodno odobrenje. Garancija mora biti u skladu sa Jednoobraznim pravilima MTK br. 458.
- 9.10. Na zahtev Prodavca, Kupac je dužan da u momentu potpisivanja Ugovora o kupoprodaji dostavi Prodavcu dve blanko solo menice kojima garantuje izvršenje svih obaveza iz Ugovora o kupoprodaji, pri čemu će Prodavac menice zadržati sve do ispunjenja ugovornih obaveza Kupca, nakon čega se menice vraćaju Kupcu.
- 9.11. Kupac se obavezuje da će istovremeno sa predajom menica Prodavcu predati kopije kartona sa deponovanim potpisima ovlašćenih lica Kupca, kao i ovlašćenje za Kupca da menice može popuniti u skladu sa ovim Opštim Uslovima i Ugovorom o kupoprodaji kako bi se namirio u slučaju neispunjena ugovorenih obaveza Kupca.
- 9.12. Prodavac je ovlašćen da aktivira bilo koje sredstvo obezbeđenja iz članova 9.8 i 9.10 ovih Opštih Uslova po sopstvenom izboru, odnosno aktiviranje jednog sredstva obezbeđenja ne isključuje mogućnost aktiviranja drugog sredstva obezbeđenja.

- 9.9 The Buyer is obliged to submit to the Seller the draft bank guarantee referred to in article 9.8 of these General Terms for prior approval. The Guarantee shall be in accordance with ICC Uniform Rules on Guarantees on Demand no. 458.
- 9.10 Upon the request of the Buyer, at the moment of signing of the Purchase Agreement, The Buyer is obliged to submit to the Seller two promissory notes by which it guarantees fulfillment of all obligations stipulated in the Purchase Agreement and additionally the Seller shall retain the promissory notes until the fulfillment of obligations by the Buyer, afterwards promissory notes shall be returned to the Buyer.
- 9.11 The Buyer is obliged, simultaneously with submission of the promissory notes, to submit to the Seller copies of specimen cards of the authorized persons of the Buyer, as well as an authorization to fill in the promissory notes in accordance with these General Terms and the Purchase Agreement in order to settle its claims in case of non-fulfillment of stipulated obligations of the Buyer.
- 9.12 The Seller is authorized to activate instruments stipulated by articles 9.8 and 9.10 of these General Terms by its choice, i.e. activation of one instrument does not exclude activation of other instrument.

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9.13. Na kraju svake kalendarske godine i u slučaju raskida Ugovora o kupoprodaji Prodavac i Kupac će pre stupanja na snagu raskida potpisati dokument o stanju dugovanja i potraživanja (međusobnih obračuna) na osnovu koga će se izvršiti konačno plaćanje za tu kalendarsku godinu, odnosno za svo vreme trajanja Ugovora o kupoprodaji.

9.14. Faktički uslovi plaćanja definisani su u Ugovoru o kupoprodaji (u skladu sa poslovnom politikom Prodavca).

9.13. At the end of each calendar year and in case of termination of the Purchase Agreement the Seller and the Buyer shall before the effective date of termination sign the document on the status of debts and claims (mutual calculations) on basis of which will be made final payment for that calendar year, or for the entire duration of the Purchase Agreement.

9.14. Factual payment conditions are defined in the Purchase Agreement (in accordance with the business policy of the Seller).

Naknada štete

Član 10

10.1. Opšte

10.1.1. Svaka Ugovorna strana ima pravo na naknadu kako stvarne štete tako i izgubljene dobiti za slučaj neizvršenja bilo koje odredbe Ugovora o kupoprodaji u potpunosti u skladu sa ovim Opštim Uslovima I Ugovorom o kupoprodaji od strane druge Ugovorne strane.

10.1.2. Ugovorna strana koja usled neizvršenja bilo koje obaveze od strane druge Ugovorne strane pretrpi štetu dužna je da u meri u kojoj je to moguće sama preduzme razumne mere radi sprečavanja uvećanja nastale štete.

10.1.3. U slučaju da je Ugovorna strana koje je pretrpela štetu razumno mogla da spreči njeni uvećanje a to nije uradila, Ugovorna strana koja je prouzrokovala štetu neće biti dužna da naknadi razliku između visine stvarno nastale štete i visine štete koja bi nastala da je druga Ugovorna strane preduzela mere radi sprečavanja uvećanja nastale štete. Ipak, Ugovorna strana koja je prouzrokovala štetu duguje drugoj Ugovornoj strani naknadu razumnih troškova koje je ova

Damages

Article 10

10.1. General

10.1.1. Each Party is entitled to both actual damages and lost profits in case that other Party does not fulfill any provision of the Purchase Agreement fully in accordance with these General Terms and the Purchase Agreement.

10.1.2. Party that due to unfulfillment of any obligation of other Party suffers damages is obliged to take reasonable measures in order to prevent increase of the damages.

10.1.3. In the case that a Party suffering damages could reasonably prevent increase of the damages but it failed to do that, the Party which caused the damages will not be liable to compensate the difference between the amount of actually arised damages and the amount of damages which would arised should the other Party have taken the measures for prevention of increase of the damages. Notwithstanding the above, the Party that caused the damages is obliged to

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imala u vezi sa preduzimanjem mera radi sprečavanja uvećanja nastale štete.

10.1.4. Nijedna od Ugovornih Strana nije odgovorna za neispunjavanje ili neadekvatno ispunjavanje svojih obaveza iz ovog ugovora ako je neispunjavanje posledica okolnosti koja je izvan kontrole Ugovorne Strane i u koju nije bilo moguće sprečiti niti predvideti pri potpisu Ugovora o kupoprodaji, kao npr. prirodne katastrofe, vojna stanja, devizne ili uvozne zabrane, zabrana prevoza, embargo, epidemije, havarija fabrike u kojoj je trebalo da se proizvodi roba, štrajkovi, demonstracije i druge radnje državnih organa i pojedinaca (viša sila).

10.1.5. Pogodena Ugovorna Strana je dužna da o nastanku više sile odmah pismeno obavesti drugu ugovorenou stranu.

10.1.6. U slučaju da okolnosti više sile traju duže od 45 dana ugovorne strane će se sastati i dogovoriti o daljoj sudbini Ugovora o kupoprodaji.

10.2. Posebne odredbe o naknadi pojedinih šteta

10.2.1. Za neblagovremenu otpremu Proizvoda kao i za neblagovremene uplate za primljene Proizvode Ugovorna Strana odgovorna za kašnjenje je dužna da drugoj Ugovornoj Strani plati, na njen zahtev, ugovornu kaznu, odnosno kamatu u visini 0,3 % od neblagovremeno plaćenog iznosa ili od vrednosti neblagovremeno otpremljenih Proizvoda za svaki dan zakašnjenja.

10.2.2. Obračun i plaćanje ugovorene kazne, odnosno kamate se izvršava u slučaju da Ugovorna Strana pogodena zakašnjenjem pismeno zahteva plaćanje ugovorene

reimburse to other Party reasonable expenses that the latter has in connection with prevention of increase of the damages.

10.1.4. None of the Parties is responsible for the failure or inadequately fulfilling its obligations under this contract if failure is the result of circumstances beyond the control of the Parties and that it was not possible to prevent or predict in the moment of the signature of the Purchase Agreement, for example natural disasters, military status, foreign or imported prohibition, prohibition of transportation, embargoes, epidemics, accidents in the factories where the goods should be manufactured, strikes, demonstrations and other actions government bodies and individuals (force majeure).

10.1.5. Affected Party shall immediately notify in writing the other contracting Party on the emergence of force majeure.

10.1.6. In the event that force majeure lasts longer than 45 days the Parties shall meet and agree on the further fate of the Purchase Agreement.

10.2. Special provisions on reimbursement of certain damages

10.2.1. For late shipping of the Products as well as for late payments for received Products the Party responsible for the delay is obliged to pay the other Party, at its request, a contractual penalty, or interest in the amount of 0.3% of the amount unpaid timely or of the value of untimely shipped Products for each day delay.

10.2.2. Calculation and payment of contractual penaltiy or interest is executed in the event that the Parties affected by a delay require in writing the payment of contractual

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kazne/kamate zbog kršenja odredbi ovih Opštih Uslova i Ugovora o kupoprodaji.

10.2.3. Plaćanje ugovorene kazne/kamate ne oslobađa Ugovornu Stranu koja je kršila odredbe ovih Opštih Uslova i Ugovora o kupoprodaji od ispunjavanja obaveza iz ovih Opštih Uslova i Ugovora o kupoprodaji.

Rešavanje sporova

Član 11

11.1. Bilo koji i svi ugovorni ili drugi sporovi u vezi sa Ugovorom o kupoprodaji, uključujući bez ograničenja bilo koje pitanje u vezi sa njegovim postojanjem, izvršenjem, povredom, važenjem ili raskidom kao i pre i post ugovornim efektima Ugovora o kupoprodaji (Spor) će biti razrešeni razgovorima između Ugovornih strana izvršenim u dobroj veri. U slučaju Spora, bilo koja Ugovorna strana može dostaviti pisano obaveštenje drugoj Ugovornoj strani (Obaveštenje o Sporu) predlažući da Ugovorne strane razreše Spor pregovorima.

11.2. Ukoliko Spor ne bude razrešen u roku od 20 (dvadeset) Radnih Dana od prijema Obaveštenja o Sporu, takav Spor će na zahtev bilo koje Strane, biti dat na i konačno razrešen od strane Arbitraže po pravilima koja Arbitraža primenjuje za rešavanje sporova, od strane jednog arbitra. Sedište arbitraže će biti Beograd, a ona će biti vođena na engleskom jeziku odnosno ukoliko je Kupac domaće pravno lice, na srpskom jeziku.

Raskidanje Ugovora o kupoprodaji

Član 12

12.1. Ugovorne Strane mogu pismenim putem **Knauf Insulation d.o.o. Beograd**

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penalty/interest for violation of the provisions of these General Terms and the Purchase Agreement.

10.2.3. Payment of contractual penalty/interest does not relieve the Party who violates the provisions of these General Terms and the Purchase Agreement from fulfilling the obligations under these General Terms and the Purchase Agreement.

Dispute resolution

Article 11

11.1. Any and all contractual or other disputes or claims arising out of or in connection with the Purchase Agreement, including but not limited to any questions regarding its existence, performance, breach, validity or termination thereof as well as the pre- and post-contractual effects of the Purchase Agreement (the Dispute) shall be resolved by discussion between the Parties carried out in good faith. In the event of a Dispute, either Party shall serve a written notice upon the other Party (the Dispute Notice) proposing that the Parties seek to resolve the Dispute by negotiation.

11.2. If a Dispute is not resolved within 20 (twenty) Business Days following the receipt of the Dispute Notice, such Dispute shall at the request of either Party, be referred to and finally resolved by Arbitration under the rules that the Arbitration applies for resolution of disputes, by one arbiter. Seat of the arbitration shall be Belgrade, and it shall be conducted in English language, i.e. in case that the Buyer is a Serbian legal entity, in Serbian language.

Termination of the Purchase Agreement

Article 12

12.1. The Parties may by agreement in writing

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sporazumno otkazati Ugovor o kupoprodaji u bilo kom trenutku s otkaznim rokom od 15 dana u kom periodu će se isporučiti svi eventualno do datuma zaključenja sporazuma o raskidu neisporučeni Proizvodi i izvršiti konačno plaćanje u smislu člana 9.9. ovih Opštih Uslova.

- 12.2. Svaka Ugovorna Strana može otkazati Ugovor o kupoprodaji jednostranom odlukom dostavljenom drugoj Ugovornoj Strani pisanim putem s otkaznim rokom od 45 dana u kom periodu će se isporučiti svi eventualno do datuma prijema obaveštenja o raskidu neisporučeni Proizvodi i izvršiti konačno plaćanje u smislu člana 9.9. ovih Opštih Uslova.
- 12.3. Ukoliko je Ugovor o kupoprodaji jednostrano raskinuo Kupac, on od dana dostavljanja obaveštenja o raskidu do dana kada se smatra da je Ugovor o kupoprodaji raskinut nema pravo da dostavlja nove Porudžbine. Ukoliko je Ugovor o kupoprodaji jednostrano raskinuo Prodavac, Kupac i nakon prijema obaveštenja o raskidu ima pravo da dostavlja nove Porudžbine, ali ne nakon 15 dana od dana prijema obaveštenja o raskidu.
- 12.4. U slučaju da jedna Ugovorna Strana ne ispunjava svoje obaveze iz Ugovora o kupoprodaji druga Ugovorna Strana ima pravo da raskine Ugovor o kupoprodaji bez davanja otkaznog roka nakon isteka 15 dana od dana slanja pisanog poziva drugoj Ugovornoj Strani da ispuni svoje neispunjene obaveze po kome druga Ugovorna Strana nije postupila.
- 12.2. Each Party may cancel the Purchase Agreement by unilateral decision submitted to the other Party in writing with a termination period of 45 days in which period will be delivered all possible undelivered products up to the date of receipt on notice on termination, and made final payment in the meaning of Article 9.9. of these General Terms.
- 12.3. If the Purchase Agreement is unilaterally terminated by the Buyer, it from the day of receipt of notice of termination until the day when it is deemed that the Purchase Agreement is terminated has no right to submit new orders. If the Purchase Agreement is unilaterally terminated by the Seller, the Buyer after receipt of notice of termination has the right to submit new orders, but not after 15 days from the day of receipt of notice of termination.
- 12.4. In the event that a Party is not fulfilling its obligations under the Purchase Agreement the other Party has the right to terminate the Purchase Agreement without giving notice after the expiry of 15 days from sending the written request to the other Party to meet its outstanding obligations with which the other Party has not complied.

Ostale odredbe

Član 13

- 13.1. Sva obaveštenja i druga komunikacija (uključujući i promene adresa) koje Ugovorne

cancel the Purchase Agreement at any time with termination period of 15 days in which period will be delivered all possible undelivered products up to the date of execution of agreement on termination, and made final payment in the meaning of Article 9.9. of these General Terms.

- 13.1. All notices or other communications hereunder (including a change of address)

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Miscellaneous

Article 13

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Strane šalju jedna drugoj će biti u pismenoj formi i smatraće se da je data (a) po dostavi ako je predata lično, ili po pokušanoj dostavi, ako je odgovarajući primalac odbio prijem, (b) po dostavi ako je dostavljeno putem kurira odnosno privrednog društva kome je delatnost isporuka pisama i pošiljki ili po pokušanoj dostavi, ako je odgovarajući primalac odbio prijem, (c) po prijemu ako je dat tele-faksom, odnosno (d) po dobijanju potvrde o prijemu ako je dat e-mailom, u svakom slučaju ako je adresiran kako je navedeno u Ugovoru o kupoprodaji.

which the Parties end to each other shall be in writing and shall be deemed given effectively (a) upon delivery if delivered personally, or upon the attempted delivery, if the relevant recipient refuses delivery, (b) upon delivery if delivered by courier or a company which business activity is delivery of letters and shipments, or upon the attempted delivery, if the relevant recipient refuses delivery, (c) upon receipt if given by telefax, or (d) upon receipt of the confirmation on receipt if given by e-mail, in each case if addressed as given in the Purchase Agreement.

- 13.2 Informacije koje su razmenjene u sklopu zajedničkih marketinških aktivnosti i /ili u toku izvršenju Ugovora o kupoprodaji će biti tretirane od strane Kupca kao poslova tajna.
- 13.2 Information exchanged in the course of mutual marketing activities and/or execution of the Purschase Agreement shall be treated by the Buyer as a business secret.
- 13.3 Kupac neće za sopstvene ili potrebe trećih lica koristiti ili otkrivati ili na bilo koji način učiniti dostupnim, bilo pre ili posle raskida Ugovora o kupoprodaji bilo kom fizičkom i pravnom licu licu, bilo kakve poslovne tajne ili poverljive informacije koje pripadaju Prodavcu ili su u vezi sa bilo kojim potrošačem i dobavljačem Prodavca ili Kupca, a koje su pribavljenе direktno ili posredno od strane Kupca kao rezultat zajedničkih marketinških aktivnosti ili sprovođenja Ugovora o kupoprodaji. Ova obaveza poverljivosti se ne primenjuje na otkrivanja informacija direktorima, savetnicima ili agentima Ugovornih strana, kao i onim zaposlenima koji po prirodi posla i u cilju izvršavanja Ugovora o kupoprodaji moraju biti upoznata sa njegovim odredbama. Kao dodatak, obaveza poverljivosti po ovom članu neće se primenjivati u slučaju da je Ugovorna strana obavezna po primenjivom zakonu ili odlukom bilo kog državnog organa da saopšti takvu informaciju, ali, u svakom takvom slučaju samo u meri u kojoj je to traženo takvim zakonom odnosno odlukom.
- 13.3 The Buyer shall not for its own purposes or purposes of any third parties, use or disclose in any way or make available or allow to be made available whether before or after the termination of the Purschase Agreement to any natural or legal person, any business secrets or confidential information belonging to the Seller or relating to any customer and supplier of Seller and Buyer which are acquired either directly or indirectly by the Buyer as a result of mutual marketing activities or execution of the Purschase Agreement. This obligation of confidentiality shall not apply to disclosures of any information to directors, advisors or agents of the Parties, as weel as to those employees that upon the nature of the business and in order to perform of the Purchase Agreement must be acquainted with its provisions. In addition, the obligation of confidentiality under this article shall not apply in the event that a Party is required by applicable law or a decision by any Governmental Entity to provide such information, however, in each such case only to the extent required by such law or decision.

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13.4. U slučaju da Kupac otkrije informacije razmenjene u okviru zajedničkih marketinških aktivnosti i/ili sadržaj Ugovora o kupoprodaji i njegovih bitnih uslova trećim licima suprotno članovima 13.2, 13.3 ovih Opštih Uslova i time prouzrokuje štetu Prodavcu dužan je da mu istu štetu naknadi. Pri tom mora nadoknaditi kako direktnu štetu tako i izgubljenu dobit koja može da se izrazi kao gubitak mogućnosti za sklapanje drugih ugovora za isporuku Proizvoda ako je takav gubitak prouzrokan otkrivanjem informacija sadržanih u Ugovoru o kupoprodaji odnosno kako direktnu štetu tako i izgubljenu dobit koju je Prodavac preteo/po redovnom toku stvari mogao očekivati od planiranih i/ili sprovedenih marketinških aktivnosti.

13.5. Ugovorne strane se saglašavaju da preduzmu dalje korake koje nisu izričito predviđene Ugovorom o kupoprodaji, a koji mogu biti potrebni ili poželjni u cilju izvršenja prodaje Proizvoda po odredbama i pod uslovima sadržanim u Ugovoru o kupoprodaji i ovim Opštim Uslovima.

13.6. Ugovorna strana koja ima neko pravo iz Ugovora o kupoprodaji ili ovih Opštih Uslova može ga se odreći pismenim putem u bilo kom trenutku. Podrazumeva se da nijedno propuštanje Ugovorne strane da iskoristi i nijedno odlaganje u iskorišćavanju bilo kog prava po Ugovoru o kupoprodaji ili ovim Opštim Uslovima neće imati efekat odricanja od takvog ili bilo kog drugog prava.

13.7. Ako bilo koja odredba Ugovora o kupoprodaji bude proglašena nevažećom, nezakonitom ili neizvršivom, takva odredba će biti izmenjena u minimalnoj potrebnoj meri da bi postala važeća, zakonita i izvršiva, a imajući u vidu namenu Ugovornih Strana koju su imale

13.4. In the event that the Buyer discovers information exchanged in the course of mutual marking activities and/or the contents of the Purchase Agreement and its essential conditions to third parties in contravention of Articles 13.2, 13.3 of these General Terms and thereby cause damage to the Seller it is obliged to reimburse the same damage to the Seller. It has to compensate the direct damage and the lost profits that can be expressed as the loss of opportunities for entering into other contracts for delivery of Products, if such loss is caused by the disclosure of the information contained in the Purchase Agreement, i.e. the direct damage and the lost profits which has been suffered / is to be expected from the planned or executed marketing activities.

13.5. The Parties agree to take such other action not expressly provided for in the Purchase Agreement as may be necessary or desirable for the consummation of the sale of the Products upon the terms and subject to the conditions contained in the Purchase Agreement and these General Terms.

13.6. The Party that has any right from the Purchase Agreement or these General Terms may waive it in writing at any time. It being understood that, no failure on the part of a Party to exercise, and no delay in exercising, any right from the Purchase Agreement or these General Terms shall operate as a waiver from that or any other right.

13.7. If any provision of the Purchase Agreement is held to be invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary to make it valid, lawful and enforceable, having in mind the intention of the Parties which they had when they drafted invalid, unlawful or unenforceable

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prilikom ugovaranja nevažeće, nezakonite odnosno neizvršive odredbe, ili, ukoliko takva izmena nije moguća, takva odreba će biti obrisana iz Ugovora o kupoprodaji a ostale odredbe Ugovora o kupoprodaji nastaviće da važe.

provision, or, if such modification is not possible, such provision shall be stricken from the Purchase Agreement and the remaining provisions of the Purhcase Agreement shall continue to be in force.

U Beogradu, dana 01.12.2016.

In Belgrade, on day 01.12.2016.

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