

| CONDITIONS OF SALE of MERAXIS d.o.o. | USLOVI PRODAJE MERAXIS d.o.o. |
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| 1. All contracts and offers for the sale of goods are subject to these Conditions of Sale. INCOTERMS in the most recent version, shall apply in as far as they are not inconsistent with these Conditions of Sale. Buyer's General Conditions of Purchase/Business shall not be applicable even if not explicitly rejected by Seller. | 1. Svi ugovori i ponude za prodaju robe su podložni ovim Uslovima prodaje. Najnovija verzija INCOTERMS odredbi će biti primenjiva, dokle god nije u suprotnosti sa ovim Uslovima prodaje. Kupčevi Opšti uslovi kupovine/poslovanja se neće primenjivati čak i ako ih Prodavac izričito ne odbije. |
| 2. Only the content of written contracts shall be valid. Oral agreements or alterations to the contract are only valid if accepted in writing by both parties. | 2. Samo sadržaj pisanih ugovora će biti punovažan. Usmeni dogovori ili izmene ugovora su punovažni jedino ako su prihvaćeni od obe strane u pisanim obliku. |
| 3. Unless otherwise expressly agreed upon, the invoices shall be based on the weight of the goods on loading. Seller is allowed to effect partial deliveries. Furthermore, Seller is allowed to deliver plus/minus 10% of the contractual quantity. | 3. Ukoliko nije izričito dogovoren drugačije, fakture će biti bazirane na težini robe prilikom utovara. Prodavac sme da izvrši delimične isporuke. Dodatno, Prodavac sme da dostavi plus/minus 10% od ugovorene količine. |
| 4. Ownership of goods shall not pass to Buyer before Buyer has met in full all his obligations arising from his business relations with Seller. Buyer agrees that Seller can have his ownership of the goods secured by notarization of the agreement without any further declaration of Buyer. In the event of third parties' acts aimed at obtaining the goods under retention of title, the Buyer shall draw attention to our title in writing, inform us without delay and provide us with any assistance that is necessary to safeguard our rights. The Buyer shall adequately insure all good under retention of title against all risks. Any claims for damages against the insurers shall hereby be assigned to us in the amount of the value of goods under retention of title. | 4. Svojina nad robom neće preći na Kupca dok Kupac ne ispuni u potpunosti sve svoje obaveze koji proističu iz njegovih poslovnih odnosa sa Prodavcem. Kupac prihvata da Prodavac može svoje pravo svojine nad robom da obezbedi notarskim overavanjem ugovora bez daljeg izjašnjavanja Kupca. U slučaju radnji trećih lica u cilju pribavljanja robe na kojoj je zadržano pravo svojine, Kupac će skrenuti pažnju na naše pravo svojine pisanim putem, obavestiti nas bez odlaganja i pružiti nam svu pomoć potrebnu da zaštitimo naša prava. Kupac će adekvatno da osigura svu robu na kojoj je zadržano pravo svojine od svih rizika. Bilo koji zahtev za naknadu štete protiv osiguravača se ovim putem prenosi na nas u visini vrednosti robe na kojoj je zadržano pravo svojine. |
| 5. Should doubts about Buyer's solvency or willingness to pay arise after the conclusion of the contract (such as, but not limited to, delay in payment, reduction/cancellation of credit lines by Credit Insurance etc.), Seller shall be entitled to refuse performance of the contract until payment | 5. U slučaju nastanka sumnje u Kupčevu solventnost ili spremnost za plaćanje nakon zaključenja ugovora (uključujući, ali ne ograničavajući se na, kašnjenje u plaćanju, smanjenje/otkazivanje kreditnih linija od strane Osiguravača Kredita, itd.), Prodavac ima pravo da |

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| <p>has been made or security for the payment provided, or to terminate the contract without any compensation.</p> | <p>odbiće izvršenje ugovora dok se plaćanje ne izvrši ili se ne pribavi obezbeđenje za plaćanje, ili da raskine ugovor bez ikakve naknade.</p> |
| <p>6. If increased or additional charges are imposed on the sale of goods or if the costs for freight are increased after the conclusion of the contract, Seller has the right to modify the selling price accordingly.</p> | <p>6. Ako su povećani ili su nametnuti dodatni troškovi na prodaju robe ili se troškovi za vozarinu povećaju nakon zaključenja ugovora, Prodavac ima pravo da modifikuje prodajnu cenu u skladu sa promenama.</p> |
| <p>7. The invoiced amount shall be payable by Buyer without any deduction, set-off or counterclaim into the account specified on the respective invoice. Buyer shall bear all bank charges except those of Seller's bank. In the event of delay in payment, Buyer shall automatically be in default and shall be charged interest on arrears at the rate of 2% p.a. over the rate charged by a Serbian bank for current account overdrafts of the currency of the invoice.</p> | <p>7. Fakturisan iznos će biti plativ od strane Kupca bez ikakvih odbitaka, prebijanja ili protivtražbina na račun preciziran na fakturi. Kupac će snositi sve bankarske troškove osim onih od Prodavčeve banke. U slučaju kašnjenja sa isplatom, Kupac će automatski biti u docnji i biće obračunata kamata na dospela potraživanja u iznosu od 2% godišnje preko kamate koju obračunava srpska banka za prekoračenja tekućeg računa za valutu iz računa.</p> |
| <p>8. Seller warrants that the goods furnished shall meet the producers' specifications. Any other warranty, either expressed or implied, is hereby excluded. Any technical or chemical specifications about the goods cannot be interpreted as a warranty for any quality or suitability for any particular purpose or otherwise.</p> | <p>8. Prodavac garantuje da će isporučena roba ispuniti specifikacije proizvođača. Sve druge garancije, izričite ili implicirane, su isključene. Bilo koje tehničke ili hemijske specifikacije u vezi sa robom ne mogu se tumačiti kao garancije za bilo koji kvalitet ili podobnost za bilo koju svrhu ili šta drugo.</p> |
| <p>9. In relation with MERAXIS' duties of information under the terms of the Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and Law on Chemicals, we shall not be liable for the completeness and accuracy of information received from its suppliers.</p> | <p>9. U odnosu na MERAXIS-ove obaveze obaveštavanja pod uslovima Direktive (EC) br. 1907/2006 o registraciji, evaluaciji, autorizaciji i ograničenjima hemikalija (REACH) i Zakona o hemikalijama, mi nećemo snositi odgovornost za potpunost i tačnost informacija primljenih od njihovih dobavljača.</p> |
| <p>10. Buyer shall examine the goods immediately upon receipt. Notification of visible defects or of wrong deliveries or claims as to a deviation of quantity can only be considered if made within 7 working days after receipt of the goods. Hidden defects shall be notified immediately, in any case no later than 7 days from discovery. If the buyer omits this notification or if the goods are consumed, mixed, processed or sold, this shall be deemed unconditional approval. The right of</p> | <p>10. Kupac je dužan da pregleda robu odmah nakon prijema. Obaveštenja o vidljivim nedostacima ili o pogrešnim isporukama ili reklamacije u pogledu odstupanja u smislu količine mogu se uzeti u obzir samo ako su prijavljene u roku od 7 radnih dana od prijema robe. Skriveni nedostaci se moraju prijaviti odmah, a u svakom slučaju najkasnije 7 dana nakon otkrića. Ako Kupac propusti da to prijavi ili je roba potrošena, pomešana, obrađena ili prodata, to će smatrati bezuslovnim</p> |

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| <p>warranty expires in any case within six months from the date of delivery. In the event of a claim, Seller may appoint an independent surveyor (such as SGS). Buyer shall allow the persons identified by such surveyor appropriate access to the goods in question.</p> | <p>prihvatanjem. Pravo na garanciju ističe u svakom slučaju nakon 6 meseci od dana isporuke. U slučaju reklamacije, Prodavac može da imenuje nezavisnog nadzornika (poput SGS). Kupac će da dopusti licima identifikovanim od strane takvog nadzornika pristup predmetnoj robi.</p> |
| <p>11. For goods delivered in bulk (bulk vessel, silo truck and/or raitankcar), a sample from the vessel/silo/tankcar has to be tested before unloading of the goods. Seller's warranties and liabilities cease in any case with the unloading of the goods, even if the Buyer waives the testing of a sample. Any transhipment from Seller's vessel/silo/tankcar into Buyer's vessel/silo/tankcar or other transport system shall be considered as unloading.</p> | <p>11. Za robu koja se isporučuje u rasutom stanju (plovilo za rasuti teret, kamion silos i/ili železnička vagon), uzorak iz broda/kamiona/vagona mora da se ispita pre istovara dobara. Prodavčeve garancije i odgovornosti prestaju u svakom slučaju sa istovarom robe, čak i ako se Kupac odrekne ispitivanja uzorka. Svaki pretovar sa Prodavčevog broda/kamiona/vagona u Kupčev brod/kamion/vagon ili drugo prevozno sredstvo će se smatrati istovarom.</p> |
| <p>12. Claims for damages can only be asserted against us if we have caused the damage at least by gross negligence. In any case, our liability to pay damages shall be limited to the amount of the purchase price of the delayed or omitted respectively defective part of our delivery. The liability for consequential damages and financial losses of any kind is, as far as legally permissible, expressly excluded. The same also applies to claims for damages made under other titles, such as non-performance or positive breach of contract or recourse. In the case of justified and timely complaints, we have the right, at our discretion, either to deliver a replacement for the quantity complained of or to refund the purchase price against return of the goods complained. Further claims of the buyer are excluded. The notice of defect or any other complaint shall not release the purchaser from his payment obligation.</p> | <p>12. Zahtevi za nadoknadu štete mogu se isticati protiv nas samo ako smo mi prouzrokovali štetu barem grubom nepažnjom. U svakom slučaju, naša odgovornost da platimo odštetu će biti ograničena na kupoprodajnu cenu na zakasnili ili propušteni odnosno neispravan deo naše isporuke. Odgovornost za posledičnu štetu i finansijske gubitke bilo koje vrste je izričito isključena koliko je to zakonom dozvoljeno. To se odnosi i na zahteve za nadoknadu štete koji se ističu po drugim osnovama, poput neizvršavanja ili povrede ugovora ili prava na regres. U slučaju opravdanih i blagovremenih prigovora imamo diskreciono pravo da ili isporučimo zamenu za količinu na koju je istaknut prigovor ili da refundiramo kupoprodajnu cenu u zamenu za povratak robe na koju je istaknut prigovor. Kupčevi dalji zahtevi za nadoknadu su isključeni. Prijavljanje nedostatka ili bilo koji drugi prigovor ne oslobađa kupca njegovih obaveza plaćanja.</p> |
| <p>13. Any delivery time stated shall only be approximately and not of the essence. In the event of a delay, a reasonable extension of a minimum of 2 weeks to deliver the goods has to be accepted by the Buyer. The right to claim damages due to a delay shall be excluded to the extent legally permissible. Buyer will be responsible for any demurrage charges in the event of any delay in the</p> | <p>13. Svako navedeno vreme isporuke će biti samo okvirno, a ne precizno. U slučaju kašnjenja, Kupac mora da prihvati razumno produženje roka od minimum 2 nedelje za dostavu robe. Pravo na isticanje zahteva za nadoknade štete zbog kašnjenja će biti isključeno u meri dozvoljenoj zakonom. Kupac će biti odgovoran za sve naknade za ležarinu u slučaju kašnjenja sa istovarom robe ako je Kupac prihvatio datum isporuke.</p> |

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| <p>unloading of the goods if the delivery date was accepted by Buyer.</p> <p>14. Our obligation to deliver is subject to the correct and timely delivery of goods to ourselves. Cases of force majeure, even if these concern our suppliers, release us from our delivery obligation.</p> <p>15. Serbian law shall apply with the exclusion of the UN convention on Contracts for the International Sale of Goods of 11 April 1980. All disputes arising out of or in connection with the present contract shall be subject to the exclusive jurisdiction of the courts of Belgrade, Republic of Serbia. If any of the above the terms and conditions prove to be invalid in whole or in part, this shall not affect the validity of the remaining terms and conditions.</p> <p>2019</p> | <p>14. Naša obaveza da izvršimo isporuku uslovljena je tačnom i blagovremenom isporukom robe nama. Slučajevi više sile, čak i ako se odnose na naše dobavljače, oslobađaju nas od odgovornosti isporuke.</p> <p>15. Srpski zakon će biti primenjiv uz isključivanje Konvencije UN o Ugovorima o međunarodnoj prodaji robe od 11. aprila 1980. Svi sporovi koji nastanu iz ili u vezi sa ovim ugovorom podležu isključivoj nadležnosti sudova u Beogradu, Republika Srbija. Ako se za bilo koji od gore navedenih odredbi i uslova ispostavi da su nevažeći, u celosti ili delom, to neće uticati na valjanost ostalih odredbi i uslova.</p> <p>2019</p> |
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