

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

ARTICLE 1. | DEFINITIONS

1. **AHV Adria d.o.o.** – a legal entity registered under the laws of Republic of Serbia, having its registered office at Lukijana Mušičkog 4/18, Novi Sad, Republic of Serbia, company registration number 21550043 (hereinafter: AHV).
2. **Buyer** - natural person or legal entity, at least acting in the conduct of a profession or business with whom AHV has entered into an agreement or has the intention to do so.
3. **Agreement** - any agreement entered into between the Buyer and AHV, under which agreement AHV has undertaken to deliver Products (as defined below).
4. **Products** - any goods, such as animal feed and animal health products, to be delivered by or on behalf of AHV under the Agreement.

ARTICLE 2. | GENERAL PROVISIONS

1. Any offer made by AHV and any Agreement entered into shall be subject to these conditions of sale and delivery, which shall be incorporated by reference into the agreement between AHV and the Buyer.
2. These conditions of sale and delivery are also applicable to any Agreements in respect of which, for the execution thereof, third parties will be involved.
3. AHV explicitly rejects the applicability of any purchase or other terms and conditions of the Buyer.
4. Any variations to the provisions of these conditions of sale and delivery shall be valid only if made in writing and executed by both AHV and the Buyer. Any express agreements between the parties made in writing shall take precedence over the provisions of these conditions of sale and delivery.
5. The nullification or nullity of any of the provisions of these conditions of sale and delivery shall not affect the validity of the remaining provisions. Should the

OPŠTI USLOVI PRODAJE I ISPORUKE

ČLAN 1. | DEFINICIJE

1. **AHV Adria d.o.o.** – pravno lice, osnovano u skladu sa propisima Republike Srbije, sa sedištem na adresi Lukijana Mušičkog 4/18, Novi Sad, Republika Srbija, MB 21550043 (u daljem tekstu: AHV).
2. **Kupac** - fizičko ili pravno lice, koje postupa sa pažnjom koja se u poslovnom prometu zahteva u skladu sa dobrim poslovnim običajima, sa kojim je AHV zaključio ugovor ili namerava da to učini.
3. **Ugovor** - bilo koji ugovor zaključen između Kupca i AHV, prema kojem ugovoru se AHV obavezao da isporuči Proizvode (kako je definisano u nastavku).
4. **Proizvodi** - bilo koja roba, kao što je hrana za životinje i proizvodi za zdravlje životinja, koja se isporučuje od strane ili u ime AHV u skladu sa Ugovorom.

ČLAN 2. | OPŠTE ODREDBE

1. Svaka ponuda koju da AHV i bilo koji zaključeni ugovor podležu ovim uslovima prodaje i isporuke, koji će se referencom uključiti u ugovor između AHV i Kupca.
2. Ovi uslovi prodaje i isporuke takođe se primenjuju na sve Ugovore u vezi čijeg izvršenja će biti uključene treće strane.
3. AHV izričito odbija primenu bilo kojih uslova kupovine ili drugih uslova Kupca.
4. Sve izmene odredaba ovih uslova prodaje i isporuke biće važeće samo ako su sačinjene u pisanom obliku i izvršene od strane AHV i Kupca. Svi izričiti sporazumi između strana zaključeni u pismenoj formi imaju prednost nad odredbama ovih uslova prodaje i isporuke.
5. Proglašenje nevažećim ili ništavost bilo koje odredbe ovih uslova prodaje i isporuke neće uticati na važenje preostalih odredbi. Ako se ukaže prilika, strane će započeti diskusiju s ciljem postizanja sporazuma o alternativni za pogođenu odredbu. Alternativa će

occasion arise, the parties shall commence discussions with the aim of reaching agreement on an alternative for the affected provision. The alternative shall reflect the object and import of the original provision to the extent possible.

ARTICLE 3. | OFFER AND FORMATION OF THE AGREEMENT

1. All quotations made by AHV are without commitment. AHV shall not be under an obligation to accept an order.
2. Evident errors or mistakes in a quotation made by AHV shall not be binding upon it.
3. The Buyer cannot derive any rights from a quotation based on information provided by the Buyer that is incorrect or incomplete.
4. A quotation does not automatically apply to any subsequent quotations or orders. However, these conditions of sale and delivery shall apply to any subsequent agreements.
5. The Agreement shall be concluded by means of offer and acceptance. The Buyer's order shall constitute the offer and the acceptance of that offer shall only occur when AHV confirms the order. If the Buyer's offer is at variance with the quotation made by AHV, the Agreement shall not be concluded in accordance with this contrary offer unless AHV states otherwise. Orders placed via the AHV website shall not be binding upon AHV until AHV has confirmed the order by electronic means.
6. A combined quote shall not oblige AHV to perform part of the order at a corresponding part of the price quoted.
7. If the Buyer enters into the Agreement (also) on behalf of another natural person or legal entity, he states to have the authority to do so by entering into the Agreement. In addition to this natural person or legal entity, the Buyer shall be jointly and severally liable for meeting all obligations under the Agreement.

odražavati cilj i značenje izvorne odredbe u meri u kojoj je to moguće.

ČLAN 3. | PONUDA I UOBLIČAVANJE UGOVORA

1. Svi pozivi za ponudu koje je izdao AHV nisu obavezujući. AHV neće biti dužan da prihvati porudžbinu.
2. Očigledne omaške ili greške u pozivu za ponudu učinjene od strane AHV ga neće obavezivati.
3. Iz poziva na ponudu zasnovanog na informacijama koje je pružio Kupac koje su netačne ili nepotpune za Kupca ne mogu proizići nikakva prava.
4. Poziv na ponudu se ne primenjuje automatski na naredne pozive na ponudu ili porudžbine. Međutim, ovi uslovi prodaje i isporuke primenjivaće se na sve naredne ugovore.
5. Ugovor se zaključuje davanjem i prihvatanjem ponude. Kupčeva porudžbina čini ponudu i prihvatanje te ponude će se dogoditi samo kada AHV potvrdi porudžbinu. Ako ponuda Kupca odstupa od poziva na ponudu učinjenog od strane AHV, ugovor se neće zaključiti u skladu sa ovom odstupajućom ponudom, osim ukoliko se AHV izjasni drugačije. Porudžbine date preko veb stranice AHV neće biti obavezujuće za AHV sve dok AHV ne potvrdi porudžbinu elektronskim putem.
6. Kombinovan poziv za ponudu neće obavezati AHV da izvrši deo porudžbine po odgovarajućem delu navedene cene.
7. Ako Kupac zaključi Ugovor (takođe i) u ime drugog fizičkog ili pravnog lica, on izjavljuje da ima ovlašćenje za zaključenje tog Ugovora. Pored ovog fizičkog ili pravnog lica, Kupac je solidarno odgovoran za ispunjavanje svih obaveza iz Ugovora.

ARTICLE 4. | TERMS

1. If for the performance of the Agreement AHV is dependent on information to be provided by the Buyer, the term within which delivery shall take place shall not start until after AHV has received such information.
2. The Products will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of the Products. AHV shall not be liable for any delays, loss or damage in transit. The Buyer shall not exercise the rights to which he is entitled by operation of law without first having sent AHV written notice of default, stating a reasonable period within which AHV is given the opportunity to perform the Agreement after all.

ARTICLE 5. | DELIVERY

1. The parties may agree on a purchase guarantee. The purchase guarantee binds the Buyer, in accordance with the express made agreements to that end, to purchase Products several times in a certain period. If the Buyer fails to fulfil its purchase obligation or fails to fulfil it in time, all combination discounts, retroactively and prospectively, relating to the relevant purchase guarantee shall be cancelled.
2. If delivery is made based on certain Incoterms, this is expressly stated in the Agreement.
3. Subject to what is agreed by the parties, delivery of the Products shall be made at the location of AHV, any other location designated by AHV or by means of delivery at the delivery address provided by the Buyer. If no delivery address is specified, orders shall be sent to the billing address.
4. Without prejudice to any Incoterms that may apply, the risk of loss of and damage to the Products shall pass to the Buyer at the moment the Buyer or a third party designated by the Buyer has taken delivery of the Products i.e. at the time it falls late in terms of receipt of delivery.

ČLAN 4. | ROKOVI

1. Ako AHV za izvršenje Ugovora zavisi od informacija koje treba da dostavi Kupac, rok u kojem će se izvršiti isporuka započinje tek nakon što AHV dobije takve informacije.
2. Proizvodi će biti isporučeni u razumnom roku nakon prijema Kupčeve porudžbine, zavisno od dostupnosti Proizvoda. AHV neće biti odgovoran za kašnjenja, gubitke ili oštećenja u tranzitu. Kupac neće ostvariti prava na koja po zakonu ima pravo, a da prethodno nije poslao AHV pismeno obaveštenje o neispunjenju, u kom obaveštenju navodi razuman rok u kojem se AHV pruža mogućnost da izvrši ugovor.

ČLAN 5. | ISPORUKA

1. Strane se mogu dogovoriti o garanciji kupovine. Garancija kupovine obavezuje Kupca, u skladu sa izričito zaključenim ugovorima u tom cilju, da kupuje Proizvode izvestan broj puta u određenom periodu. Ako Kupac ne ispuni svoju obavezu kupovine ili je ne ispuni na vreme, svi kombinovani popusti, retroaktivno i ubuduće, koji se odnose na odgovarajuću garanciju kupovine, biće otkazani.
2. Ako se isporuka vrši na osnovu određenih Incoterms pravila, to će biti izričito navedeno u Ugovoru.
3. U skladu sa dogovorom ugovornih strana, isporuka Proizvoda će se izvršiti na lokaciji AHV, bilo kojoj drugoj lokaciji koju odredi AHV ili isporukom na adresu za isporuku koju je naveo Kupac. Ako nije navedena adresa za isporuku, porudžbine će se izvršiti na adresu za slanje računa.
4. Bez obzira na bilo koja Incoterms pravila koja se mogu primeniti, rizik od gubitka i oštećenja Proizvoda prelazi na Kupca u trenutku kada Kupac ili treća strana koju odredi Kupac primi isporuku Proizvoda odnosno u trenutku kada padne u docnju u pogledu prijema isporuke.

5. The Buyer shall take delivery of the Products purchased at the moment they are placed at his disposal or are delivered to him. If for any reason whatsoever the Buyer refuses to take delivery of the Products or fails to provide information or instructions required for the delivery, the Products shall be put into storage for the risk and account of the Buyer after the Buyer has been warned about this by AHV. In such instances the Buyer shall pay to AHV a reasonable price for the storage of the Products, in addition to the purchase price.
6. AHV is allowed to deliver orders in parts. If orders are delivered in parts, AHV is entitled to invoice each part separately.

ARTICLE 6 | SUPPLEMENTAL PROVISIONS FOR THE RESALE OF PRODUCTS

1. If the Buyer uses the Products for resale, this Article shall apply likewise.
2. The Buyer shall be required to resell the Products in its own name and for its own account. The Buyer shall not at any time have the right to represent AHV as agent or otherwise.
3. The Buyer shall present the trademarks carried by AHV and the Products delivered in a prominent and consistent manner in accordance with the image of the trademarks carried by AHV. Advertisements and other communications with the Buyer's customers must be consistent with the image projected by the trademarks that AHV carries. The Products shall be presented in such manner that the nature of the trademarks of the Products supplied by AHV is not prejudiced.
4. Each presentation of the Products supplied shall be submitted to AHV prior to publication, as directed by AHV, if and to the extent any of the graphics or text-related elements in the presentation are not directly provided by AHV. AHV shall not withhold its approval on unreasonable grounds.

ARTICLE 7 | FORCE MAJEURE

5. Kupac će preuzeti isporuku kupljenih Proizvoda u trenutku kada mu se isti stave na raspolaganje ili mu budu dostavljeni. Ako iz bilo kog razloga Kupac odbije da preuzme isporuku Proizvoda ili ne pruži informacije ili uputstva potrebna za isporuku, Proizvodi će se čuvati na rizik i za račun Kupca nakon što je Kupac na to upozoren od strane AHV. U takvim slučajevima, Kupac će, pored kupoprodajne cene, platiti AHV i razumnu cenu za skladištenje Proizvoda.
6. AHV može da isporučuje porudžbine u delovima. Ako se porudžbine isporučuju u delovima, AHV ima pravo da fakturiše svaki deo posebno.

ČLAN 6 | DOPUNSKE ODREDBE O PREPRODAJI PROIZVODA

1. Ovaj član će se primeniti na Kupca ukoliko koristi Proizvode za preprodaju.
2. Od Kupca se zahteva da Proizvode preprodaje u svoje ime i za svoj račun. Kupac ni u jednom trenutku neće imati pravo da zastupa AHV kao agent ili na bilo koji drugi način.
3. Kupac će prezentovati znakove zaštićene žigom čiji je AHV nosilac i isporučene Proizvode na ugledan i dosledan način saglasan imidžu zaštićenih znakova čiji je AHV nosilac. Reklame i drugi vidovi komunikacije sa kupcima Kupca moraju biti skladu sa imidžom koji predstavljaju zaštitni znakovi čiji je AHV nosilac. Proizvodi će biti prezentovani na takav način da se ne dovodi u pitanje priroda zaštićenih znakova Proizvoda koje isporučuje AHV.
4. Svaka prezentacija isporučenih proizvoda biće dostavljena AHV pre objavljivanja, kao što je naloženo od strane AHV, ako i u meri u kojoj bilo koji od grafičkih ili tekstualnih elemenata u prezentaciji nije direktno obezbeđen od strane AHV. AHV neće uskratiti odobrenje iz nerazumnih razloga.

ČLAN 7 | VIŠA SILA

1. AHV shall not be required to fulfil any obligation under nor deemed to have defaulted under or breached an Agreement if it is hindered by a circumstance beyond its reasonable control or which cannot be attributed to it pursuant to the law, a legal act or in accordance with generally accepted principles – including but not limited to circumstances such as strike, lockouts, labor troubles, inability to procure materials or services, failure of power or restrictive government or judicial orders, or decrees, riots, insurrection, war, inclement weather, sickness due to Covid 19 (or similar illnesses), (“force majeure”). Force majeure shall also be understood to mean the circumstance where the actions of AHV’s suppliers prevent it from delivering the Products or from delivering them on time.
2. Throughout the period of force majeure, the obligations of AHV arising from the Agreement shall be suspended.
3. If the force majeure has rendered the performance of the Agreement permanently impossible, or if the situation of force majeure persists or is likely to continue for more than three months, the parties shall be entitled to terminate the Agreement with immediate effect.
4. If upon the occurrence of the situation of force majeure AHV has already met part of its obligations or can fulfil only part of its obligations under the Agreement, it is entitled to charge the Buyer separately for that part of the Agreement that has already been performed or can be performed as if it were a separate Agreement.
5. Any loss resulting from force majeure does not at any time qualify for compensation.

ARTICLE 8 | SUSPENSION AND TERMINATION

1. If justified by the circumstances, AHV shall be entitled to suspend the performance of the Agreement or to terminate the Agreement with immediate effect and without formal prior notice to

1. Od AHV se neće zahtevati da ispuni bilo koju ugovornu obavezu niti će se smatrati da je učinio povredu Ugovora ili u vezi sa njim, ukoliko je sprečen usled okolnosti van njegove razumne kontrole ili koje se ne mogu pripisati AHV u skladu sa zakonom, pravnim aktom ili opšteprihvaćenim principima, što obuhvata ali nije ograničeno na okolnosti poput štrajka, lokauta, radničkih nemira, nemogućnosti nabavke materijala ili usluga, kvara komunikacionih linija odnosno nestanka električne energije ili restriktivnih naloga izvršne vlasti ili sudskih naloga ili uredbi, nereda, pobuna, rata, vremenskih nepogoda, bolesti uzrokovane Covidom 19 (ili sličnim bolestima) („viša sila“). Viša sila takođe obuhvata okolnosti pod kojim radnje dobavljača AHV sprečavaju isporuku Proizvoda uopšte ili isporuku Proizvoda na vreme.
2. Tokom čitavog perioda Više sile, obaveze AHV koje proizilaze iz Ugovora biće odložene.
3. Ako je viša sila trajno onemogućila ispunjenje Ugovora ili ako se situacija više sile nastavi ili će se verovatno nastaviti duže od tri meseca, ugovorne strane će imati pravo da raskinu ugovor sa trenutnim dejstvom.
4. Ako je po nastupanju situacije više sile AHV već ispunio deo svojih obaveza ili može da ispuni samo deo svojih obaveza prema Ugovoru, ima pravo da Kupcu posebno naplati onaj deo ugovornih obaveza koji je već izvršen ili se može izvršiti, kao da se radi o zasebnom Ugovoru.
5. Bilo koji gubitak prouzrokovan višom silom ni u jednom trenutku ne daje pravo na obeštećenje.

ČLAN 8 | OBUSTAVA I PRESTANAK

1. Ako okolnosti to opravdavaju, AHV ima pravo da obustavi izvršenje Ugovora ili da raskine Ugovor sa trenutnim dejstvom i bez formalnog prethodnog obaveštenja, ukoliko Kupac ne ispuni

be given, if the Buyer fails to fulfil the obligations arising from the Agreement or from these terms and conditions of sale and delivery on time or in full, or if following the conclusion of the Agreement circumstances have come to AHV's attention which give it reasonable grounds to fear that the Buyer will not meet its obligations.

2. If the Buyer becomes insolvent or files for bankruptcy, if any attachment is levied on his goods, if he is otherwise unable to freely use his assets, or the Buyer suffers, or is subject to, any equivalent event, circumstance or procedure to those set out above in this Article 8(2), AHV shall be entitled to terminate the Agreement with immediate effect, unless in the opinion of AHV the Buyer has provided sufficient security for payment.
3. In addition, AHV shall be entitled to terminate the Agreement if circumstances occur which are such that performance of the Agreement is rendered impossible or if AHV cannot reasonably be required to maintain the Agreement in unchanged form.
4. The Buyer shall not at any time claim compensation, in whatever form, in connection with the right to suspend performance and the right to terminate exercised by AHV pursuant to this article.
5. The Buyer shall compensate AHV for loss that AHV suffered as a consequence of the suspension or termination of the Agreement to the extent such loss can be attributed to the Buyer.
6. If AHV terminates the Agreement pursuant to this article, all amounts receivable from the Buyer shall be immediately due and payable.

ARTICLE 9. | INSPECTION AND COMPLAINTS

1. The Buyer shall inspect the Products immediately upon delivery to ascertain whether their nature and quantity are in conformity with the Agreement and to

obaveze koje proističu iz Ugovora ili iz ovih uslova prodaje i isporuke, na vreme ili u celosti, ili ako nakon zaključenja Ugovora iz okolnosti koje su ukazane AHV, AHV opravdano sumnja da Kupac neće ispuniti svoje obaveze.

2. U slučaju insolventnosti ili stečaja Kupca, ako se njegova roba popisuje u postupku izvršenja, ako na drugi način ne može slobodno da koristi svoju imovinu, ili Kupac trpi ili podleže bilo kojem događaju, okolnosti ili postupku koji je ekvivalentan gorenavedenim u ovom članu 8(2), AHV ima pravo da raskine Ugovor sa trenutnim dejstvom, osim ukoiko je Kupac, po proceni AHV, pružio dovoljno sredstvo obezbeđenja za plaćanje.
3. Dodatno, AHV ima pravo da raskine Ugovor ako se dogode takve okolnosti da je izvršenje Ugovora onemogućeno ili ako se od AHV ne može opravdano tražiti da održi Ugovor u nepromenjenom obliku.
4. Kupac ni u kom trenutku neće zahtevati obeštećenje, u bilo kom obliku, u vezi sa pravom na obustavu izvršenja i pravom na raskid koje je ostvario AHV shodno ovom članu.
5. Kupac će obešteti AHV za gubitak koji je AHV pretrpeo usled obustave ili raskida Ugovora u meri u kojoj se takav gubitak može pripisati Kupcu.
6. Ako AHV raskine Ugovor u skladu sa ovim članom, sva potraživanja koja ima prema Kupcu smatraće se odmah dospelim i plativim.

ČLAN 9. | PREGLED I ŽALBE

1. Kupac će pregledati Proizvode odmah po isporuci kako bi utvrdio da li su njihova svojstva i količina u skladu sa Ugovorom i da bi utvrdio odsustvo oštećenja. Ako Kupac primeti bilo kakvo

verify the absence of damage. If the Buyer notices any shipping damages or missing Products, it must notify the carrier immediately or three days after the delivery date at the latest. If according to the Buyer the nature and quantity are not in conformity with the Agreement, he must immediately notify AHV at the time of delivery.

2. The Buyer shall notify AHV of any hidden defects within seven days after he has discovered the defect or in all reasonableness should have discovered the defect.
3. AHV is not obliged to respond to any complaints for hidden defects from the Buyer if the Buyer does not file his complaint in a timely manner in accordance with these conditions of sale and delivery.
4. The submission of complaints does not suspend the Buyer's obligation to pay.

ARTICLE 10. | PRICES AND PAYMENTS

1. If delivery has been agreed, the shipping and delivery costs shall be paid by the Buyer unless otherwise specified.
2. Unless otherwise specified, all prices and costs provided are exclusive of VAT and any other charges imposed by the authorities.
3. If following the conclusion of the Agreement, but before the delivery of the Products the VAT rates or other charges imposed by the authorities are changed, AHV has the right to change the prices accordingly.
4. AHV also has the right to pass on to the Buyer any increase in prices of cost-determining factors that occur after the conclusion of the Agreement, but before the delivery of the Products.
5. If in the opinion of AHV there are grounds to reasonably suspect that the Buyer will be negligent in fulfilling his payment obligations, AHV has the right to demand that the Buyer provide adequate security for payment. In the event of advance payment, the Buyer cannot exercise any rights in respect of the execution of the Agreement as long

oštećenje prouzrokovano otpremanjem ili da nedostaju Proizvodi, mora odmah ili najkasnije tri dana nakon datuma isporuke o tome obavestiti prevoznika. Ako Kupac smatra da svojstva i količina nisu u skladu sa Ugovorom, on mora odmah o tome da obavesti AHV u trenutku isporuke.

2. Kupac će obavestiti AHV o svim skrivenim nedostacima u roku od sedam dana nakon što je otkrio nedostatak ili je u razumnoj meri trebao otkriti nedostatak.
3. AHV nije dužan da odgovori na bilo kakve pritužbe zbog skrivenih nedostataka od strane Kupca ako Kupac ne podnese svoju pritužbu blagovremeno u skladu sa ovim uslovima prodaje i isporuke.
4. Podnošenje pritužbe ne odlaže obavezu Kupca da plati.

ČLAN 10. | CENE I PLAĆANJE

1. Ako je isporuka dogovorena, troškove otpremanja i isporuke snosi Kupac, ako nije drugačije naznačeno.
2. Osim ukoliko nije drugačije naznačeno, sve navedene cene i troškovi ne uključuju PDV kao ni bilo koje druge naknade uvedene od strane nadležnih organa.
3. Ako se nakon zaključenja Ugovora, ali pre isporuke Proizvoda, promene stope PDV-a ili druge naknade uvedene od strane nadležnih organa, AHV ima pravo da u skladu sa tim promeni cene.
4. AHV takođe ima pravo da prenesu na Kupca svako povećanje cena troškovno odlučujućih faktora koje nastane nakon zaključenja Ugovora, ali pre isporuke Proizvoda.
5. Ako po mišljenju AHV postoje osnovi za osnovanu sumnju da će Kupac biti nesavestan u ispunjavanju svojih obaveza plaćanja, AHV ima pravo da zahteva od Kupca da pruži sredstvo obezbeđenja za plaćanje. U slučaju avansnog plaćanja, Kupac ne može ostvariti nikakva prava u vezi izvršenja Ugovora sve dok avansno plaćanje nije izvršeno.

- as the advance payment has not been made.
6. In the event of the winding up, bankruptcy or suspension of payment of the Buyer's business, any outstanding amounts shall become due and payable with immediate effect.
 7. Payment shall be made via electronic banking within the period specified in the invoice and in the manner prescribed by AHV, unless expressly agreed otherwise.
 8. If payment by direct debit collection is agreed, AHV shall be entitled to charge reasonable administrative costs if the amount due cannot be collected automatically on several occasions. In that case the Buyer shall be required to make payment, including administrative costs, by transfer within the period specified on the invoice and in the manner prescribed by AHV.
 9. In the event of failure to pay, the Buyer shall be in default by operation of law. From the date of the occurrence of the default, the Buyer shall be liable to pay the highest rate permitted by law, per month. Part of a month counts as a full month in this context.
 10. All reasonable costs incurred to collect the amounts due are to be paid by the Buyer.
6. U slučaju likvidacije, bankrota ili insolventnosti Kupca, svi neizmireni iznosi dospevaju na naplatu odmah.
 7. Plaćanje će se izvršiti putem elektronskog bankarstva u roku navedenom u fakturi i na način propisan od strane AHV, osim ako nije izričito ugovoreno drugačije.
 8. Ako je ugovoreno plaćanje putem trajnog naloga, AHV će imati pravo da naplati razumne administrativne troškove ako se dugovani iznos ne može automatski naplatiti u nekoliko navrata. U tom slučaju od Kupca će se tražiti da izvrši plaćanje, uključujući administrativne troškove, putem elektronskog bankarstva u roku navedenom na računu i na način propisan od strane AHV.
 9. U slučaju neplaćanja, Kupac će biti u docnji po sili zakona. Od datuma dolaska u docnju, Kupac je dužan platiti kamatu po najvišoj stopi dozvoljenoj zakonom, mesečno. Deo meseca se u smislu ove odredbe računa kao pun mesec.
 10. Sve razumne troškove nastale pri naplati dugovanih iznosa snosi Kupac.

ARTICLE 11. | LIABILITY

1. Subject to Article 11(6), AHV shall not be liable for any damage to the Products supplied or as a result of the use of these Products, save for intent and gross negligence on the part of AHV.
2. AHV shall at all times be entitled to repair the damage incurred by the Buyer. To that end the Buyer shall enable AHV to make such repairs, failing which all AHV's liability shall cease.
3. Subject to Article 11(6), AHV shall in no event be liable for any consequential loss and/or damage, including lost profits, and loss and/or damages incurred as a result of business interruption. If, in spite of the

ČLAN 11. | ODGOVORNOST

1. U skladu sa članom 11(6), AHV neće biti odgovoran za bilo kakvu štetu nastalu na isporučenim Proizvodima ili kao rezultat upotrebe ovih Proizvoda, osim ukoliko je prouzrokovana namerom ili grubom nepažnjom AHV.
2. AHV će u svakom trenutku imati pravo da otkloni nedostatke koje je Kupac pretrpeo. U tu svrhu, Kupac će omogućiti AHV da izvrši takve popravke, u protivnom prestaje sva odgovornost AHV.
3. U skladu sa članom 11 (6), AHV ni u kom slučaju neće biti odgovoran za bilo koji posledični gubitak i/ili štetu, uključujući izgublenu dobit, i gubitak i/ili štetu nastalu kao rezultat prekida poslovanja. Ako, uprkos odredbama ovih uslova prodaje i isporuke, AHV bude odgovoran,

provisions of these conditions of sale and delivery, AHV is liable after all, only direct losses shall be compensated. The term 'direct losses' as used herein is understood to mean exclusively:

- the reasonable costs incurred to determine the cause and amount of the loss, to the extent such determination relates to direct loss eligible for compensation within the meaning of these conditions of sale and delivery;
 - any reasonable costs incurred to ensure that AHV, having failed to meet its obligations, complies with the Agreement after all, to the extent such failure can be attributed to AHV;
 - the reasonable costs incurred to prevent or limit any loss, to the extent the Buyer provides proof that the costs have resulted in a limitation of direct losses which are eligible for compensation within the meaning of these conditions of sale and delivery.
4. If on the basis of the circumstances of the case any further liability should arise on the part of AHV, such liability shall be limited to the invoice value of the Agreement or in any event to that part of the Agreement to which the liability relates.
 5. The liability shall not exceed the amount that will be paid in relation to the relevant case under any liability insurance taken out by AHV.
 6. Nothing in these conditions of sale and delivery or an Agreement shall operate to limit or exclude either the Buyer's or AHV's liability for any of the following:
 - death or personal injury caused by the relevant party's negligence or the negligence of its personnel;
 - fraud or fraudulent misrepresentation; and
 - any other liability that cannot be excluded or limited by law applicable to an Agreement or these conditions of sale and delivery.
 7. Without prejudice to the other provisions of these conditions of sale and delivery, the limitation period for all claims and remedies against AHV shall

nadoknadiće se samo direktna šteta.

Termin „direktna šteta“ kako se ovde koristi podrazumeva isključivo sledeće:

- razumne troškove nastale radi utvrđivanja uzroka i iznosa štete, u meri u kojoj se utvrđivanje odnosi na direktnu štetu podobnu za naknadu u smislu ovih uslova prodaje i isporuke;
 - bilo koje razumne troškove nastale kako bi se osiguralo da AHV, nakon što nije ispunio svoje obaveze, ipak ispuni Ugovor, u meri u kojoj se takvo neispunjenje može pripisati AHV;
 - razumne troškove nastale da bi se sprečio ili ograničio bilo koji gubitak, u meri u kojoj Kupac pruži dokaz da su troškovi proizišli iz ograničavanja direktne štete podobne za naknadu u smislu ovih uslova prodaje i isporuke.
4. Ako na osnovu okolnosti slučaja dođe do bilo kakve dalje odgovornosti AHV, takva odgovornost će biti ograničena na fakturnu vrednost Ugovora ili u svakom slučaju na onaj deo Ugovora na koji se odgovornost odnosi.
 5. Odgovornost neće premašiti iznos koji će biti plaćen u vezi sa relevantnim slučajem po bilo kom osiguranju od odgovornosti koje je sklopilo AHV.
 6. Ništa u ovim uslovima prodaje i isporuke ili Ugovora ne sme ograničiti ili isključiti odgovornost Kupca ili AHV za bilo šta od sledećeg:
 - smrt ili fizička povreda prouzrokovana nemarom relevantne strane ili nemarom njenog osoblja;
 - prevara ili lažno predstavljanje; i
 - bilo koja druga odgovornost koja ne može biti isključena ili ograničena u skladu sa zakonom koji se primenjuje na Ugovor ili ove uslove prodaje i isporuke.
 7. Ne dovodeći u pitanje ostale odredbe ovih uslova prodaje i isporuke, rok zastarelosti svih potraživanja i pravnih lekova protiv AHV biće rok predviđen Zakonom obligacionim odnosima Republike Srbije.
 8. Osim u slučaju namere ili grube nepažnje AHV, Kupac će obešteti AHV za bilo koji zahtev trećih lica koji se iz bilo kog razloga odnose na naknadu štete, troškove, izdatke ili kamate koji proizilaze ili su

be in the term prescribed by the Serbian Law on Obligations.

8. Except in the case of intent or gross negligence on the part of AHV, the Buyer shall indemnify AHV against any claims made by third parties for whatever reason for damages, costs, expenses or interest arising out of or resulting from the use of the Products supplied by AHV.

ARTICLE 12. | RETENTION OF TITLE

1. AHV shall retain the title to all Products supplied by it until such time as the Buyer has complied fully with his obligations arising from the Agreement.
2. Save where this is to be deemed permissible in the normal course of his business, the Buyer shall not be allowed to sell, to pledge or in any other way to encumber the Products affected by the retention of title.
3. If third parties attach the Products affected by the retention of title or wish to create or exert rights with respect to such Products, the Buyer shall notify AHV accordingly as soon as possible.
4. The Buyer shall grant AHV or the third parties designated by AHV unconditional consent to enter all sites where the Products affected by the retention of title are located. In the event of a default by the Buyer, AHV shall be entitled to repossess the Products referred to in this article. Any reasonable costs incurred in this context shall be payable by the Buyer.

ARTICLE 13. | PERSONAL DATA

1. AHV shall process personal data in accordance with all applicable laws and regulations and in accordance with its privacy policy. This privacy policy can be inspected at: <https://ahvint.com/sr/privacy-statement/>. The Buyer shall ensure that any personal data it provides to AHV is accurate and up to date. If the Buyer provides personal data of, or on behalf of, any individuals, it shall direct them to AHV's privacy notice.

posledica upotrebe Proizvoda koje isporučuje AHV.

ČLAN 12. | ZADRŽAVANJE PRAVA SVOJINE

1. AHV zadržava vlasništvo nad svim Proizvodima koje je isporučio sve dok Kupac ne ispuni u potpunosti svoje obaveze proistekle iz Ugovora.
2. Osim ako se to smatra uobičajenim tokom uobičajenog poslovanja, Kupcu neće biti dozvoljeno da prodaje, založi ili na bilo koji drugi način optereti Proizvode obuhvaćene zadržavanjem prava svojine.
3. Ako bilo koja treća strana prisvoji Proizvode obuhvaćene zadržavanjem prava svojine ili žele da stvore ili ostvare prava u vezi sa tim Proizvodima, Kupac će o tome obavestiti AHV što je pre moguće.
4. Kupac će dati AHV ili trećim licima koje odredi AHV bezuslovni pristanak da uđu na sve lokacije na kojima se nalaze Proizvodi obuhvaćeni zadržavanjem prava svojine. U slučaju neplaćanja od strane Kupca, AHV ima pravo da povрати Proizvode iz ovog člana. Sve razumne troškove nastale u ovom kontekstu snosi Kupac.

ČLAN 13. | LIČNI PODACI

1. AHV će obrađivati lične podatke u skladu sa svim važećim zakonima i propisima i u skladu sa svojom politikom privatnosti. Ovu politiku privatnosti je dostupna na: <https://ahvint.com/sr/privacy-statement/>. Kupac će osigurati da su svi lični podaci koje pruža AHV tačni i ažurni. Ako Kupac obezbedi lične podatke bilo kog pojedinca ili u njegovo ime, uputiće ga na obaveštenje o politici privatnosti kompanije AHV.

ARTICLE 14. | FINAL PROVISIONS

1. Each Agreement, these conditions of sale and delivery, and any legal relationships between the Buyer and AHV arising therefrom and any dispute or claim arising out of or in connection with an Agreement and these conditions of sale and delivery or their subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with Serbian law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. Any dispute arising out of or in relation to these conditions of sale and delivery (including any non-contractual disputes or claims) shall be settled exclusively by the competent court in the Republic of Serbia.
3. The Serbian text of these conditions of sale and delivery shall be considered decisive for the interpretation of these conditions of sale and delivery.
4. These conditions of sale and delivery contain the whole agreement between the Buyer and AHV relating to the subject matter of these conditions of sale and delivery and supersede all prior agreements, arrangements, and understandings between the Buyer and AHV, whether oral or written, relating to that subject matter.
5. All non-public, confidential or proprietary information of AHV, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by AHV to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by AHV in writing.

ČLAN 14. | ZAVRŠNE ODREDBE

1. Svaki Ugovor, ovi uslovi prodaje i isporuke i svi pravni odnosi između Kupca i AHV koji iz njih proizilaze, i bilo koji spor ili potraživanje koji proističu iz ili su u vezi sa Ugovorom i ovim uslovima prodaje i isporuke ili njihov predmet ili uobličavanje (uključujući vanugovorne sporove ili zahteve) biće isključivo uređeni i tumačeni u skladu sa pravom Republike Srbije. Primena Konvencije UN o ugovorima o međunarodnoj prodaji robe je isključena.
2. Bilo koji spor koji proizilazi iz ili u vezi sa ovim uslovima prodaje i isporuke (uključujući i vanugovorne sporove ili zahteve) rešavaće isključivo nadležni sud u Republici Srbiji.
3. Srpski tekst ovih uslova prodaje i isporuke smatraće se relevantnim za tumačenje ovih uslova prodaje i isporuke.
4. Ovi uslovi prodaje i isporuke sadrže celokupan sporazum između Kupca i AHV koji se odnosi na predmet ovih uslova prodaje i isporuke i zamenjuju sve prethodne ugovore, dogovore i sporazume između Kupca i AHV, bilo usmene ili pismene, koji se odnose na navedenu materiju.
5. Sve nejavne, poverljive ili zaštićene informacije AHV, uključujući, ali ne ograničavajući se na specifikacije, uzorke, obrasce, dizajne, planove, crteže, dokumenta, podatke, poslovanje, liste kupaca, cene, popuste ili rabate, koje je AHV obelodanio Kupcu, bilo da su otkrivene usmeno ili su obelodanjene ili im je pristupljeno u pisanoj, elektronskoj ili drugoj formi ili sredstvu, i bez obzira da li su označene, naznačene ili na neki drugi način identifikovane kao „poverljive“ u vezi sa ovim Ugovorom su poverljive, mogu se upotrebiti samo radi izvršenja ovog Ugovora i ne smeju se otkriti ili kopirati bez prethodnog pismenog odobrenja datog od strane AHV.
6. Ukoliko se bilo kojim zakonom ili konačnom odlukom bilo kog nadležnog suda utvrdi da je bilo koja odredba Ugovora ili ovih uslova prodaje i

6. If any provision of an Agreement or these conditions of sale and delivery is held to be invalid or unenforceable (in whole or in part) by any law or by the final determination of any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of that provision or the other provisions of an Agreement or these conditions of sale and delivery which shall remain in full force and effect.
7. AHV may revise these conditions of sale and delivery at any time and will give the Buyer reasonable notice of those changes to these conditions of sale and delivery. By continuing to place orders the Buyer acknowledges and agrees to those changes to these conditions of sale and delivery.
8. Buyer is deemed to accept these terms and conditions of sale and delivery, 5 days from the date these terms are shared or the date of delivery of the Products whichever is earlier unless written confirmation of rejection of the terms is received.

Version December 2022.

isporuke nevaljana ili neizvršljiva (u celini ili delimično), takva nevaljanost ili neizvršljivost neće biti od uticaja na ostale delove te odredbe ili druge odredbe Ugovora ili ovih uslova prodaje i isporuke koji će ostati na snazi.

7. AHV može revidirati ove uslove prodaje i isporuke u bilo kom trenutku i obavestiće Kupca u razumnom roku o tim promenama. Nastavljajući sa naručivanjem, Kupac prihvata i saglasan je sa tim promenama uslova prodaje i isporuke.
8. Smatra se da Kupac prihvata ove uslove prodaje i isporuke, 5 dana od dana deljenja ovih uslova ili od datuma isporuke Proizvoda; koji god datum je raniji, osim ako se ne dobije pismena potvrda o odbijanju uslova.

Verzija decembar 2022.
