

Opšti uslovi prodaje

SCHOTT Pharma D.O.O, Jagodina, Republika Srbija

(English version follows behind this Serbian version)

Ovi Opšti uslovi prodaje primenjuju se na sve isporuke robe i povezane usluge koje pruža SCHOTT Pharma D.O.O, Jagodina, privredno društvo osnovano u skladu sa pravom Republike Srbije, sa sedištem na adresi Jagodina, (u daljem tekstu: „Prodavac“), svojim kupcima (u daljem tekstu: „Kupac“). Ovi Opšti uslovi prodaje stavljaju se Kupcu na raspolaganje na uobičajen način i postaju sastavni deo svakog ugovora zaključenog između Prodavca i Kupca. Ovi Opšti uslovi prodaje važe isključivo za poslovanje između privrednih subjekata i ne primenjuju se na potrošače u smislu važećih propisa Republike Srbije o zaštiti potrošača.

1. Opšte odredbe

1.1 Ovi Opšti uslovi prodaje primenjuju se osim ako nije izričito drugačije ugovoreno u pisanoj formi.

1.2 Opšti uslovi Kupca koji odstupaju od ovih Opštih uslova prodaje, koji su sa njima u suprotnosti ili ih dopunjuju, primenjivaće se samo u meri u kojoj ih je Prodavac izričito prihvatio u pisanoj formi. Ovo važi i kada Prodavac izvrši isporuku bez rezerve, iako mu je poznato postojanje opštih uslova Kupca.

1.3 Pojedinačni pisani dogovori, posebne pisane potvrde porudžbine i svaki posebno zaključen okvirni ugovor imaće prvenstvo u odnosu na ove Opšte uslove prodaje u meri u kojoj postoji nesaglasnost.

2. Cene, isporuka, rokovi isporuke, docnja i raskid

2.1 Sve cene su neto cene i ne uključuju porez na dodatu vrednost niti bilo koje druge poreze, dažbine, takse, carine ili slična javna davanja, koje snosi Kupac po važećoj zakonskoj stopi, odnosno u važećem iznosu.

2.2 Osim ako nije izričito drugačije ugovoreno u pisanoj formi, isporuke se vrše EXW iz proizvodnog pogona ili skladišta Prodavca u skladu sa Incoterms® 2020.

2.3 Datumi i rokovi isporuke nisu obavezujući osim ako ih Prodavac izričito ne označi kao obavezujuće u pisanoj formi. Ako obavezujući datum ili rok isporuke nije ugovoren, Kupac može Prodavcu odrediti primereni dodatni rok za isporuku koji ne može biti kraći od četrnaest dana. Prodavac pada u docnju tek po isteku tog dodatnog roka.

2.4 Obaveze Prodavca u pogledu isporuke zavise od blagovremenog i urednog snabdevanja Prodavca od strane njegovih dobavljača, pod uslovom da Prodavac nije odgovoran za izostanak, neispravnost ili kašnjenje takvog sopstvenog snabdevanja.

2.5 Prodavac ima pravo da svoje obaveze isporuke ispuni u celosti ili delimično preko povezanog društva koje neposredno ili posredno kontroliše Prodavca, koje je pod kontrolom Prodavca ili je pod zajedničkom kontrolom sa Prodavcem.

2.6 Delimične isporuke i delimično izvršenje dopušteni su u meri u kojoj su razumni za Kupca. Uobičajena prekoračenja ili manjkovi u količini koji su uobičajeni u prometu dopušteni su i ne predstavljaju nedostatak.

3. Plaćanje

3.1 Osim ako nije drugačije ugovoreno u pisanoj formi, plaćanje se vrši u roku od trideset kalendarskih dana od dana izdavanja fakture nakon isporuke. Blagovremenost plaćanja određuje se prema danu kada je odgovarajući iznos odobren na bankovni račun koji je odredio Prodavac.

3.2 Kupac može isticati prigovor prebijanja ili pravo zadržavanja samo ukoliko su njegova protivpotraživanja pravnosnažno utvrđena od strane nadležnog suda ili nesporna.

3.3 Ako postoje opravdane sumnje u pogledu sposobnosti Kupca da izvrši plaćanje, a naročito u slučaju docnje sa plaćanjem, obustave plaćanja, pogoršanja kreditne sposobnosti, pokretanja postupka insolventnosti ili okolnosti koje ugrožavaju naplatu, sva potraživanja Prodavca prema Kupcu dospevaju odmah. U tom slučaju Prodavac ima pravo i da preostale isporuke izvrši samo uz avansno plaćanje ili uz odgovarajuće obezbeđenje.

3.4 U slučaju docnje sa plaćanjem, Prodavac ima pravo na zakonsku zateznu kamatu, svaku paušalnu naknadu i troškove naplate u meri u kojoj su predviđeni važećim pravom Republike Srbije, uključujući pravila koja se primenjuju na komercijalne transakcije.

4. Zadržavanje prava svojine

4.1 Prodavac zadržava pravo svojine na isporučenoj robi sve do potpunog izmirenja svih sadašnjih i budućih potraživanja koja proizlaze iz poslovnog odnosa sa Kupcem.

4.2 Kupac je dužan da robu na kojoj je zadržano pravo svojine skladišti odvojeno, da njome pažljivo rukuje i da je, kada je to uobičajeno i razumno, označi kao svoju Prodavca. Na zahtev Prodavca, Kupac će dati informacije o mestu gde se ta roba nalazi i o njenom stanju.

4.3 Ako Kupac kasni sa plaćanjem ili postoji neposredan rizik od insolventnosti ili uporedivog pogoršanja njegovog finansijskog stanja, Prodavac ima pravo, u meri dopuštеноj važećim pravom, da zahteva povraćaj robe na kojoj je zadržano pravo svojine bez raskida ugovora i bez ostavljanja dodatnog roka.

4.4 Kupac ima pravo da robu na kojoj je zadržano pravo svojine preradi, spoji, pomeša ili dalje proda samo u redovnom toku poslovanja i samo dok nije u povredi svojih obaveza prema Prodavcu.

5. Crteži i specifikacije Kupca

Kupac je isključivo odgovoran da svi crteži, specifikacije, uputstva, formulacije, materijali i drugi zahtevi koje je dostavio budu sadržinski i tehnički ispravni i slobodni od prava trećih lica. Kupac će obešteti Prodavca u pogledu zahteva trećih lica koji proizlaze iz toga što je Prodavac postupio po takvim crtežima, specifikacijama, uputstvima, formulacijama, materijalima ili zahtevima, osim ako Kupac dokaže da za predmetnu povredu nije odgovoran.

6. Kvalitet proizvoda; prava Kupca u slučaju nedostataka

6.1 Ugovoreni kvalitet proizvoda određuje se isključivo specifikacijama, tehničkim uslovima isporuke, opisima proizvoda ili drugim pisanim sporazumima o kvalitetu koji su izričito uključeni u ugovor pre ili u trenutku zaključenja ugovora. Osim ako nije izričito drugačije ugovoreno, dopuštena su odstupanja uobičajena u prometu.

6.2 Javne izjave, ilustracije, katalozi, brošure, uzorci, modeli, informacije o proizvodu ili reklamni materijali obavezuju samo ako su i u meri u kojoj su izričito ugovoreni u pisanoj formi kao deo ugovorenog kvaliteta robe.

6.3 Svaka informacija ili savet koji Prodavac da van okvira svojih izričitih ugovornih obaveza ne oslobađa Kupca njegove sopstvene obaveze da ispita, testira i proverí podobnost robe za nameravanu upotrebu Kupca.

6.4 Kupac je dužan da robu pregleda odmah po isporuci, odnosno da obezbedi njen pregled, na uobičajen način i u skladu sa važećim pravilima prava Republike Srbije koja uređuju privredne ugovore. Očigledni nedostaci moraju biti prijavljeni Prodavcu u pisanoj formi bez odlaganja po isporuci, a skriveni nedostaci u pisanoj formi bez odlaganja po njihovom otkrivanju. Obaveštenje o nedostatku mora opisati nedostatak sa razumnom određenošću i pozvati Prodavca da pregleda robu.

6.5 Ako Kupac uredno i blagovremeno obavesti Prodavca o nedostatku i ako je nedostatak osnovan, Prodavac će, po svom izboru, ili otkloniti nedostatak ili isporučiti zamensku robu bez nedostataka. Prodavac snosi nužne troškove takvog otklanjanja samo u meri u kojoj to zahteva prinudno pravo i samo ukoliko ti troškovi nisu uvećani time što je roba premeštena na mesto različito od ugovorenog mesta isporuke ili upotrebe.

6.6 Ako naknadno ispunjenje ne uspe ili se ne izvrši u razumnom dodatnom roku koji Kupac mora ostaviti, Kupac može sniziti cenu ili raskinuti ugovor u skladu sa važećim pravom Republike Srbije. Pre bilo kakvog vraćanja robe, Kupac mora pribaviti prethodnu saglasnost Prodavca. Pravo na raskid ne postoji u slučaju neznatnih nedostataka.

6.7 Prodavac ne odgovara za nedostatke koji se pojave po isteku šest meseci od isporuke robe, osim ako je duži rok izričito ugovoren u pisanoj formi ili prinudno pravo nalaže drugačije. Prava Kupca po osnovu uredno prijavljenih nedostataka gase se po isteku jedne godine od dana kada je Kupac obavestio Prodavca o nedostatku, osim ako je Kupac bio sprečen da ta prava ostvari usled prevarnog postupanja Prodavca ili ako prinudno pravo nalaže drugačije.

6.8 Zahtevi za naknadu štete i naknadu troškova koji proizlaze iz nedostataka uređuju se isključivo odeljkom 7.

7. Odgovornost

7.1 Prodavac odgovara u skladu sa važećim pravom, osim ako ovim Opštim uslovima prodaje nije drugačije predviđeno.

7.2 U slučaju obične nepažnje, Prodavac odgovara samo za štetu nastalu usled povrede života, tela ili zdravlja, kao i za štetu nastalu povredom bitne ugovorne obaveze, odnosno obaveze čije je ispunjenje od suštinskog značaja za uredno izvršenje ugovora i na čije ispunjenje Kupac može redovno da računa. U tom drugom slučaju odgovornost Prodavca ograničena je na predvidivu štetu tipičnu za ugovor.

7.3 Isključenja i ograničenja odgovornosti sadržana u ovim Opštim uslovima prodaje ne primenjuju se u slučaju namere, grube nepažnje, prevarnog prikrivanja nedostatka, preuzimanja izričite garancije, obavezne odgovornosti za proizvod, niti na bilo koju drugu odgovornost koja se prema prinudnom pravu ne može isključiti ili ograničiti.

8. Prava intelektualne svojine

8.1 Prodavac garantuje da je, u državi u kojoj je roba proizvedena, roba slobodna od prava intelektualne svojine i autorskih prava trećih lica, osim u meri u kojoj povreda proizlazi iz specifikacija, materijala, uputstava ili drugih zahteva Kupca.

8.2 Ako treće lice prema Kupcu istakne osnovane zahteve zbog povrede prava intelektualne svojine usled ugovorne upotrebe robe, Prodavac će, u okviru primenljivih rokova i po svom izboru, ili obezbediti pravo na dalju upotrebu, ili izmeniti robu tako da povreda više ne postoji,

ili zameniti robu. Ako to nije moguće pod komercijalno razumnim uslovima u razumnom roku, Kupac ima pravo da snizi cenu ili raskine ugovor u skladu sa važećim pravom.

8.3 Kupac je dužan da bez odlaganja pisanim putem obavesti Prodavca o svakom zahtevu trećeg lica, da bez prethodne pisane saglasnosti Prodavca ne prizna navodnu povredu i da Prodavcu pruži razumnu podršku u odbrani od takvih zahteva.

8.4 Zahtevi Kupca su isključeni u meri u kojoj je Kupac odgovoran za povredu ili povreda proizlazi iz posebnih zahteva, uputstava, materijala ili načina upotrebe koje je odredio Kupac.

8.5 Zahtevi za naknadu štete i naknadu troškova u vezi sa pravima intelektualne svojine uređuju se isključivo odeljkom 7.

9. Poverljivost i zaštita podataka o ličnosti

9.1 Dokumenta, crteži, specifikacije, uzorci, kalkulacije, ponude i druge informacije ili materijali koje Prodavac dostavi Kupcu ostaju poverljivi i ne smeju se bez prethodne pisane saglasnosti Prodavca stavljati na raspolaganje trećim licima, umnožavati niti koristiti u svrhe koje nisu ugovorene.

9.2 Informacije koje Kupac dostavi Prodavcu u vezi sa upitima, porudžbinama ili ugovorima neće se smatrati poverljivim, osim ako je takva poverljivost očigledna iz okolnosti ili ju je Kupac izričito označio u pisanoj formi.

9.3 Prodavac može obrađivati podatke o ličnosti u meri u kojoj je to neophodno za uspostavljanje, izvršenje, administriranje i prestanak ugovornog odnosa i može takve podatke prenositi povezanim društvima ili pružiocima usluga koji učestvuju u ugovornom odnosu, u svakom slučaju u skladu sa važećim propisima Republike Srbije o zaštiti podataka o ličnosti.

10. Ostalo

10.1 Kupac je dužan da poštuje sve primenljive zakone i propise koji se odnose na kontrolu izvoza, sankcije, spoljnu trgovinu, carine i ograničenja uvoza ili izvoza Republike Srbije, kao i svake druge jurisdikcije čija su pravila primenljiva na robu ili transakciju. Kupac je dužan da pribavi sve dozvole i odobrenja potrebna za izvoz, uvoz, prenos, dalju prodaju ili upotrebu robe i da obezbedi da roba ne bude isporučena, neposredno ili posredno, protivno važećim sankcijama ili trgovinskim ograničenjima.

10.2 Isključivo mesno nadležan za sve sporove koji proizlaze iz ugovornog odnosa ili su sa njim u vezi jeste nadležni Privredni sud prema sedištu Prodavca u Republici Srbiji. Međutim, Prodavac ima pravo i da pokrene postupak protiv Kupca pred sudom nadležnim prema sedištu Kupca ili pred bilo kojim drugim sudom koji je nadležan po važećem pravu.

10.3 Na ugovorni odnos isključivo se primenjuje pravo Republike Srbije, uz isključenje njenih kolizionih pravila i uz isključenje primene Konvencije Ujedinjenih nacija o ugovorima o međunarodnoj prodaji robe (CISG).

10.4 Ako je bilo koja odredba ovih Opštih uslova prodaje u celosti ili delimično ništava, nezakonita ili neizvršiva, punovažnost i izvršivost preostalih odredaba ostaju nepromenjene. Ništava, nezakonita ili neizvršiva odredba zameniće se, u meri dopuštеноj pravom, punovažnom i izvršivom odredbom koja je najbliža pravnoj i ekonomskoj svrsi prvobitne odredbe.

10.5 Ovi Opšti uslovi prodaje sačinjeni su na engleskom i srpskom jeziku. U slučaju razlika, neusklađenosti ili pitanja tumačenja, merodavna je verzija na srpskom jeziku.

General Conditions of Sale

of SCHOTT Pharma D.O.O., Jagodina, Republic of Serbia

These General Conditions of Sale apply to all deliveries of goods and related services rendered by SCHOTT Pharma D.O.O., Jagodina, a company incorporated under the laws of the Republic of Serbia, with its registered seat at Jagodina (the "Seller"), to its customers (the "Customer"). These General Conditions of Sale are made available to the Customer in the usual manner and shall become an integral part of each contract concluded between the Seller and the Customer. These General Conditions of Sale apply exclusively to business-to-business transactions and shall not apply to consumers within the meaning of the applicable consumer protection laws of the Republic of Serbia.

1. General

1.1 These General Conditions of Sale shall apply unless expressly agreed otherwise in writing.

1.2 Any general terms and conditions of the Customer that deviate from, conflict with, or supplement these General Conditions of Sale shall apply only to the extent expressly accepted by the Seller in writing. This shall also apply if the Seller performs delivery without reservation while being aware of the Customer's general terms and conditions.

1.3 Individual written agreements, specific written order confirmations, and any separately concluded framework agreement shall prevail over these General Conditions of Sale to the extent of any inconsistency.

2. Prices, Delivery, Delivery Dates, Delay and Cancellation

2.1 All prices are net prices and do not include value added tax or any other taxes, duties, levies, customs charges, or similar public charges, which shall be borne by the Customer at the applicable statutory rate or amount.

2.2 Unless otherwise expressly agreed in writing, deliveries shall be made EXW the Seller's manufacturing plant or warehouse in accordance with Incoterms® 2020.

2.3 Delivery dates and delivery periods are non-binding unless expressly designated by the Seller in writing as binding. If no binding delivery date or delivery period has been agreed, the Customer may set the Seller a reasonable additional period for delivery of no less than fourteen days. The Seller shall be in delay only upon expiry of such additional period.

2.4 The Seller's delivery obligations are subject to the Seller's timely and proper receipt of supplies from its own suppliers, provided that the Seller is not responsible for the failure, incorrectness or delay of such self-supply.

2.5 The Seller shall be entitled to perform its delivery obligations in whole or in part through an affiliated company directly or indirectly controlling, controlled by, or under common control with the Seller.

2.6 Partial deliveries and partial performance shall be permitted to the extent reasonable for the Customer. Customary over-deliveries and short-deliveries customary in the trade shall be permissible and shall not constitute a defect.

3. Payment

3.1 Unless otherwise agreed in writing, payment shall be made within thirty calendar days from the invoice date after delivery. Timeliness of payment shall be determined by the date on which the relevant amount is credited to the bank account designated by the Seller.

3.2 The Customer may exercise rights of set-off or retention only insofar as its counterclaims have been finally adjudicated by a competent court or are undisputed.

3.3 If there are reasonable doubts as to the Customer's ability to pay, in particular in the event of late payment, suspension of payments, deterioration of creditworthiness, initiation of insolvency proceedings or circumstances endangering payment, all claims of the Seller against the Customer shall become immediately due. In such case, the Seller shall also be entitled to perform outstanding deliveries only against advance payment or appropriate security.

3.4 In the event of late payment, the Seller shall be entitled to statutory default interest, any fixed compensation, and recovery costs to the extent provided by applicable Serbian law, including the rules applicable to commercial transactions.

4. Reservation of Ownership

4.1 The Seller reserves ownership of the delivered goods until full payment of all present and future claims arising from the business relationship with the Customer.

4.2 The Customer shall store goods subject to reservation of ownership separately, handle them with due care, and, where customary and reasonable, mark them as the Seller's property. Upon the Seller's request, the Customer shall provide information on the location and condition of such goods.

4.3 If the Customer is in payment default or if there is an imminent risk of insolvency or comparable deterioration of its financial situation, the Seller shall be entitled, to the extent permitted by applicable law, to demand return of the goods subject to reservation of ownership without cancelling the contract and without granting an additional grace period.

4.4 The Customer shall be entitled to process, combine, mix, or resell the goods subject to reservation of ownership only in the ordinary course of business and only as long as it is not in breach of its obligations toward the Seller.

5. Customer's Drawings and Specifications

The Customer shall be solely responsible for ensuring that all drawings, specifications, instructions, formulations, materials, and other requirements provided by it are correct in content and technical detail and are free from third-party rights. The Customer shall indemnify the Seller against third-party claims arising from the Seller's compliance with such drawings, specifications, instructions, formulations, materials, or requirements, unless the Customer proves that it is not responsible for the relevant infringement.

6. Product Quality; Customer's Rights in Case of Defects

6.1 The agreed quality of the products shall be exclusively determined by the specifications, technical delivery conditions, product descriptions, or other written quality agreements expressly incorporated into the contract before or at the time of conclusion of the contract. Unless expressly agreed otherwise, deviations customary in the trade shall be permitted.

6.2 Public statements, illustrations, catalogues, brochures, samples, models, product information, or advertising materials shall be binding only if and to the extent expressly agreed in writing as part of the contractual quality of the goods.

6.3 Any information or advice provided by the Seller outside the scope of its express contractual obligations shall not release the Customer from its own duty to examine, test, and verify the suitability of the goods for the Customer's intended purposes.

6.4 The Customer shall inspect the goods immediately upon delivery, or cause them to be inspected, in the usual manner and in accordance with the applicable rules of Serbian law

governing commercial contracts. Visible defects shall be notified to the Seller in writing without delay after delivery and concealed defects shall be notified in writing without delay after discovery. The notice of defect shall describe the defect with reasonable specificity and invite the Seller to inspect the goods.

6.5 If the Customer duly and timely notifies the Seller of a defect and the defect is justified, the Seller shall, at its option, either remedy the defect or deliver replacement goods free from defects. The Seller shall bear the necessary costs of such cure only to the extent required by mandatory law and only insofar as such costs are not increased by the fact that the goods have been taken to a place other than the agreed place of delivery or use.

6.6 If subsequent performance fails or is not effected within a reasonable additional period to be granted by the Customer, the Customer may reduce the purchase price or terminate the contract in accordance with applicable Serbian law. Before any return of goods, the Customer shall obtain the Seller's prior consent. A termination right shall not exist in the case of immaterial defects.

6.7 The Seller shall not be liable for defects that appear later than six months after delivery of the goods, unless a longer period has been expressly agreed in writing or mandatory law provides otherwise. Rights of the Customer arising from duly notified defects shall lapse one year after the date on which the Customer notified the Seller of the defect, unless the Customer was prevented from exercising such rights due to the Seller's deceitful conduct or unless mandatory law provides otherwise.

6.8 Claims for damages and reimbursement of expenses arising from defects shall be governed exclusively by Section 7.

7. Liability

7.1 The Seller shall be liable in accordance with applicable law unless otherwise provided in these General Conditions of Sale.

7.2 In the event of ordinary negligence, the Seller shall be liable only for damage resulting from injury to life, body or health and for damage resulting from breach of a material contractual obligation, meaning an obligation whose performance is essential for the proper execution of the contract and on whose compliance the Customer may regularly rely. In the latter case, the Seller's liability shall be limited to the foreseeable damage typical for the contract.

7.3 The exclusions and limitations of liability set out in these General Conditions of Sale shall not apply in cases of intent, gross negligence, fraudulent concealment of a defect, assumption of an express guarantee, mandatory product liability, or any other liability that may not be excluded or limited under mandatory law.

8. Intellectual Property Rights

8.1 The Seller warrants that, in the country in which the goods are manufactured, the goods are free from third-party intellectual property rights and copyrights, except to the extent infringement arises from the Customer's specifications, materials, instructions, or other requirements.

8.2 If a third party asserts justified claims against the Customer based on infringement of intellectual property rights through contractual use of the goods, the Seller shall, within the applicable time limits and at its option, either procure the right for continued use, modify the goods so that the infringement no longer exists, or replace the goods. If this is not possible under commercially reasonable conditions within a reasonable time, the Customer shall be

entitled to reduce the purchase price or terminate the contract in accordance with applicable law.

8.3 The Customer shall notify the Seller without delay in writing of any third-party claims, shall not acknowledge any alleged infringement without the Seller's prior written consent, and shall provide the Seller with reasonable support in defending such claims.

8.4 Claims of the Customer shall be excluded to the extent that the Customer is responsible for the infringement or the infringement results from special requirements, instructions, materials, or uses specified by the Customer.

8.5 Claims for damages and reimbursement of expenses in connection with intellectual property rights shall be governed exclusively by Section 7.

9. Confidentiality and Data Protection

9.1 Documents, drawings, specifications, samples, calculations, quotations, and other information or materials provided by the Seller to the Customer shall remain confidential and may not be disclosed to third parties, copied, or used for purposes other than the agreed contractual purposes without the Seller's prior written consent.

9.2 Information disclosed by the Customer to the Seller in connection with inquiries, orders, or contracts shall not be deemed confidential unless such confidentiality is obvious from the circumstances or has been expressly identified by the Customer in writing.

9.3 The Seller may process personal data to the extent necessary for the establishment, performance, administration, and termination of the contractual relationship and may transfer such data to affiliated companies or service providers involved in the contractual relationship, in each case in accordance with applicable Serbian data protection law.

10. Miscellaneous

10.1 The Customer shall comply with all applicable laws and regulations relating to export control, sanctions, foreign trade, customs, and import or export restrictions of the Republic of Serbia and any other jurisdiction whose rules apply to the goods or the transaction. The Customer shall obtain all permits and approvals required for export, import, transfer, resale, or use of the goods and shall ensure that the goods are not supplied, directly or indirectly, in violation of applicable sanctions or trade restrictions.

10.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the competent Commercial Court at the Seller's registered seat in the Republic of Serbia. The Seller shall, however, also be entitled to bring claims against the Customer before the court having jurisdiction at the Customer's registered seat or before any other court having jurisdiction under applicable law.

10.3 The contractual relationship shall be governed exclusively by the laws of the Republic of Serbia, excluding its conflict-of-laws rules and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.4 If any provision of these General Conditions of Sale is or becomes wholly or partly invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The invalid, illegal, or unenforceable provision shall be replaced, to the extent permitted by law, by a valid and enforceable provision that comes closest to the legal and economic purpose of the original provision.

10.5 These General Conditions of Sale are issued in English and Serbian. In case of discrepancies, inconsistencies, or interpretation issues, the Serbian version shall prevail.