

**GENERAL CONDITIONS OF DELIVERY  
BLACK HORSE – FAS DOO BEOGRAD**

**1. General**

1.1 The conditions below apply to any contract between us and a merchant, a legal entity under public law and special assets under public law (“Customer”) in respect of the delivery of goods by us to the Customer (“Order”).

1.2 Other conditions, specifically the Customer’s general terms and conditions, will only be binding, if we have expressly acknowledged these in writing.

1.3 Verbal agreements prior to, on and/or after conclusion of contract require confirmation in writing from us to be valid and binding.

**2. Conclusion of Contract, Delivery and Transfer of Risk**

2.1 Our offers are subject to change. The contract comes into force, with these conditions applying, if we issue our order confirmation as acceptance of the Customer’s order. The Customer consents to the use of electronic communication without using any specific encryption procedures in connection with the conclusion and the execution of the contract; we are not obliged to use electronic communication, even if we have already used it ourselves.

2.2 Unless agreed otherwise in writing, delivery is “ex-works (to the location specified in the order confirmation)” in accordance with Incoterms 2020. If it is agreed in writing that the goods are to be sent to the Customer at the Customer’s request (shipment), delivery will be made “free to freight carrier (to the location specified in the order confirmation)” in accordance with Incoterms 2020.

2.3 Partial deliveries and corresponding billing are permitted to an extent which is reasonable for the Customer.

2.4 Our indicated delivery periods and deadlines shall only be deemed approximate (so-called approximate details) unless these are expressly agreed in writing as “fixed”. The periods commence on receipt of the order confirmation by the Customer; however not before existing cooperation obligations have been met by the Customer, in particular regarding the supply of documents to be procured by the Customer, the deposit to be paid or the agreed call order from the Customer. Accordingly, the deadlines are extended by the period of delay caused by the Customer. Should the Customer cause a delay in making the request for delivery, we retain the right, against an invoice, either to send the goods to the Customer or to store the goods, the choice being ours, and to charge the Customer with the shipment or the storage expenses at the usual rates.

2.5 Force majeure / acts of God and other events outside our control for which we are not at fault and which can compromise prompt delivery, in particular delays in supplies from our own suppliers, transport and operating breakdowns, employment disputes, raw material and energy shortages, measures taken by government authorities as well as import and export restrictions, shall entitle us to accordingly extend the period of delivery or delivery date or, if the abovementioned events place the performance of the contract in serious doubt or render performance impossible,

**OPŠTI USLOVI PRODAJE  
BLACK HORSE – FAS DOO BEOGRAD**

**1. Opšte odredbe**

1.1 Sledeći uslovi se primenjuju na bilo koji ugovor između nas i trgovca, pravnog lica prema javnom pravu i posebne imovine prema javnom pravu („Kupac“) u vezi sa isporukom dobara od strane Kupca („Porudžbina“).

1.2 Ostali uslovi, posebno opšti uslovi Kupca, biće obavezujući samo ako smo ih izričito prihvatili u pisanoj formi.

1.3 Usmeni dogovori pre, za vreme i / ili nakon zaključenja ugovora zahtevaju od nas pismenu potvrdu da bi bili validni i obavezujući.

**2. Zaključivanje ugovora, isporuka i prenos rizika**

2.1 Naše ponude su podložne promenama. Ugovor stupa na snagu, uz primenu ovih uslova, kada izdamo potvrdu porudžbine u smislu prihvatanja narudžbe Kupca. Kupac pristaje na upotrebu elektronske komunikacije bez korišćenja bilo kakvih posebnih postupaka šifrovanja u vezi sa zaključenjem i izvršenjem ugovora; nismo dužni da koristimo elektronsku komunikaciju, čak i ako smo je već sami koristili.

2.2 Ako se pismeno drugačije ne dogovori, isporuka je „franko fabrika - EXW (do mesta naznačenog u potvrdi porudžbine)“ u skladu sa Incoterms 2020. Ako je pismenim dogovorom utvrdi da se roba šalje Kupcu po njegovom zahtevu, isporuka će se izvršiti „franko prevoznik - FCA (do mesta naznačenog u potvrdi porudžbine)“, u skladu sa Incoterms 2020.

2.3 Delimične isporuke i odgovarajuće plaćanje dozvoljeni su u meri koja je razumna za Kupca.

2.4 Naši naznačeni rokovi isporuke smatraće se približnim (tzv. Približni detalji), osim ako su izričito pismeno dogovoreni kao „fiksni“. Rokovi započinju teći nakon što Kupac primi potvrdu porudžbine, međutim, ne pre nego što Kupac ispuni postojeće obaveze saradnje, posebno u vezi sa isporukom dokumenata koje treba da obezbedi Kupac, depozitom koji treba platiti ili dogovorenim potvrđujućim pozivom od strane Kupca. Shodno tome, rokovi se produžavaju za period kašnjenja izazvan od strane Kupca. Ako Kupac prouzrokuje kašnjenje u podnošenju zahteva za isporuku, zadržavamo pravo, bilo da Kupcu pošaljemo robu ili da je skladištimo, po našem izboru, i da Kupcu naplatimo pošiljku ili troškove skladištenja po uobičajenim cenama.

2.5 Viša sila i drugi događaji van naše kontrole za koje nismo krivi i koji mogu ugroziti brzu isporuku, posebno kašnjenje u snabdevanju naših dobavljača, kvarovi u transportu i poslovanju, sporovi oko zapošljavanja, nestašica materijala i energije, mere koje su preduzele državne vlasti, kao i ograničenja uvoza i izvoza, omogućiće nam da u skladu s tim produžimo period isporuke ili datum isporuke ili, ako gore pomenuti događaji dovode ugovor u ozbiljnu sumnju ili čine izvršenje nemogućim, mogućnost da se povučemo iz Porudžbine u potpunosti ili delimično, a da ovo ne daje pravo Kupcu na bilo kakve zahteve za kompenzaciju. Međutim, možemo se osloniti na prethodno navedeno samo ako smo obavestili Kupca odmah nakon saznanja za okolnosti.

to withdraw from the Order in whole or in part without this entitling the Customer to any claims for compensation. However, we may only rely on the foregoing, if we have notified the Customer immediately after becoming aware of the circumstances.

2.6 We will use our best judgement for the shipment (where agreed in writing) and packaging, however we are not obliged to use the cheapest form of transport.

2.7 The provisions of Incoterms 2020 agreed for delivery shall apply to the transfer of the risk of accidental loss or accidental deterioration of the goods. Where it is agreed in writing that Incoterms 2020 are to be excluded, our consignments are sent at the Customer's costs and risk. If the goods are sent to or collected by the Customer then the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer on their dispatch or collection, but no later than the time when the goods leave the factory or the warehouse, irrespective as to whether the goods are dispatched to or collected from the place of performance and who is responsible for the freight costs. If shipment or collection is delayed at the request of the Customer or for reasons for which we are not at fault, the risk is transferred to the Customer as soon as it is notified that the goods are ready for dispatch or collection.

2.8 Reusable pallets, special crates and other special packaging remain/remains our property and have to be returned to us carriage free immediately after the goods have been removed from them and without any intermediate use. If these items are not returned within eight weeks after delivery, we shall be entitled to bill the Customer for them.

### **3. Claims for Defects**

3.1 We warrant the use of proper materials, a technically proper design/quality and – in the case of serial products – the compliance with the applicable EN standard for dimensions/measurements, capacity and labelling. Our advice is based on the results of extensive research work and many years of experience. However, it is not binding and does not exempt the Customer from the requirement to test our products and processes in order to determine their suitability for the Customer's purposes.

3.2 If the goods are defective, we will repair or replace them at our discretion (so-called subsequent performance). Missing quantities will be made up later within the framework of the subsequent performance. If we fail to make subsequent delivery, the Customer can demand reduction in value.

3.3 We have to be notified in writing without delay, if any defects are discovered – in the case of identifiable defects no later than however within eight days following receipt of the goods.

3.4 If we fail to effect subsequent performance, the Customer can withdraw from the contract – notwithstanding any claims for compensation under No. 4. Failure to effect subsequent performance applies for example, if we allow a reasonable period of grace granted to us to expire without having supplied replacement goods or having remedied the defect, if we unjustifiably refuse or unreasonably delay subsequent

2.6 Koristićemo našu najbolju procenu za pošiljku (tamo gde je dogovoreno pismeno) i pakovanje, međutim nismo obavezni da koristimo najjeftiniji oblik prevoza.

2.7 Odredbe Incoterms-a 2020 dogovorene za isporuku primenjivaće se na prenos rizika od slučajnog gubitka ili slučajnog oštećenja/pogoršanja kvaliteta robe. Tamo gde je pismeno dogovoreno da se Incoterms 2020 izuzme, naše pošiljke se šalju na trošak i rizik Kupca. Ako se Kupcu robu pošalje ili je on preuzme, rizik od slučajnog gubitka ili slučajnog pogoršanja robe prelazi na Kupca prilikom otpreme ili preuzimanja, ali najkasnije u trenutku kada roba napusti našu fabriku ili skladište, bez obzira na to da li se roba otprema ili preuzima sa mesta izvršenja i ko je odgovoran za troškove prevoza. Ako se na zahtev Kupca ili zbog razloga za koje nismo krivi, dogodi kašnjenje sa isporukom ili preuzimanjem, rizik se prenosi na Kupca čim se obavesti da je roba spremna za otpremu ili preuzimanje.

2.8 Palete za višekratnu upotrebu, specijalne gajbe i druga posebna ambalaža ostaju u našem vlasništvu i moraju nam se besplatno vratiti, nakon što je roba iz njih uklonjena i bez bilo kakve upotrebe u međuvremenu. Ako se ovi predmeti ne vrate u roku od osam nedelja nakon isporuke, imaćemo pravo da troškove naplatimo Kupcu.

### **3. Zahtevi u vezi nedostataka**

3.1 Garantujemo upotrebu odgovarajućih materijala, tehnički ispravan dizajn / kvalitet i - u slučaju serijskih proizvoda - usklađenost sa važećim EN standardom za dimenzije / merenja, kapacitet i označavanje. Naša preporuka zasnovana je na rezultatima opsežnog istraživačkog rada i dugogodišnjem iskustvu. Međutim, to nije obavezujuće i ne izuzima Kupca od zahteva da testira naše proizvode i procese kako bi utvrdio njihovu pogodnost za potrebe Kupca.

3.2 Ako je roba neispravna, mi ćemo je popraviti ili zameniti po našem nahođenju (tzv. naknadne aktivnosti). Količine koje nedostaju biće naknadno nadoknađene u okviru naknadnih aktivnosti. Ako ne uspemo izvršiti naknadno dostavljanje, Kupac može zahtevati umanjenje vrednosti.

3.3 Moramo biti bez odlaganja pismeno obavešteni, ako se otkriju nedostaci - u slučaju vidljivih nedostataka, najkasnije u roku od osam dana od prijema robe.

3.4 Ako ne uspemo izvršiti naknadne aktivnosti, Kupac može odustati od ugovora - bez obzira na zahteve za naknadu štete pod brojem 4. Ovih Uslova prodaje. Neuspeh izvršenja naknadnih aktivnosti primjenjuje se, na primer, ako dozvolimo da nam dodeljeni naknadni razumni rok istekne bez isporučivanja zamenske robe ili otklanjanja nedostatka, ako neopravdano odbijemo ili nerazumno odložimo naknadne aktivnosti ili ako je popravka neuspešna; popravak će se smatrati neuspešnim nakon drugog nezadovoljavajućeg pokušaja popravke.

performance or if the repair is unsuccessful; a repair shall be deemed to have been unsuccessful after the second unsatisfactory attempt at repair.

3.5 We shall be liable for replacement deliveries and repair to the same extent as for the goods originally supplied.

3.6 Our liability for defect does not apply to natural wear and tear nor to improper treatment nor to damage which arises as the result of incorrect or negligent handling, overuse, unsuitable operating materials, non-compliance with our recommendations for the treatment, testing and storage of our products, nor does it cover damage/loss caused in any other way, the fault of which cannot be attributed to us. We are also not liable, if the Customer or a third party makes alterations to the goods delivered by us or carries out improper repair work.

3.7 The statute of limitations regarding claims for defect commences with the transfer of risk in accordance with No. 2.7. The statute of limitations is for a period of one year. This does not apply to willful intent, gross negligence, fraudulent concealment of the defect, non-compliance with a guarantee of quality nor for claims under the Serbian Consumer Law nor as the result of injury to life and limb or damage to health; the periods for these are governed by law.

#### **4. Liability**

4.1 Unless stipulated otherwise in these conditions we shall be liable for losses/damages attributable to breach of contractual or non-contractual obligations in the event of willful intention or gross negligence.

4.2 Moreover, we shall only be liable, if this were to breach a material, contractual obligation (cardinal obligation) which jeopardizes the achievement of the purpose of the contract. In such cases the Customer's claim for reimbursement is limited to the reimbursement for the foreseeable loss typical for such a contract.

4.3 This does not affect the liability based on mandatory statutory regulations (such as e.g. in the event of injury to life or limb and damage to health, breaches of the Serbian Consumer Law, fraudulent concealment of the defect, non-compliance with a guarantee of quality).

4.4 Sentences 2 and 3 of No. 3.7 apply accordingly to the statute of limitations relating to the Customer's liability claims. The commencement of the statute of limitations is governed by the statutory regulations.

#### **5. Purchase Prices, Invoices, Payment Terms, Delay, Offsetting**

5.1 Unless specified otherwise in writing, the purchase prices are understood as being "ex-works" (Incoterms 2020) plus the corresponding, applicable statutory Value Added Tax.

5.2 The Customer consents to the electronic transmission of invoices; we can also transmit invoices on paper. The purchase price has to be paid net within fifteen days of the date of invoice. This deadline shall apply exclusively, except if we expressly state differently in contract or acknowledge differently in writing. Payment via bills of exchange is only permissible by prior agreement with us. Bills of exchange and cheques will only be accepted by us for the purpose of

3.5 Bićemo odgovorni za zamenske isporuke i popravljenu robu u istoj meri kao i za prvobitno isporučenu robu.

3.6 Naša odgovornost za nedostatke ne odnosi se na prirodno habanje, nepravilno tretiranje niti oštećenja koja nastaju kao rezultat nepravilnog ili nemarnog rukovanja, prekomerne upotrebe, neprikladnih radnih materijala, nepridržavanja naših preporuka za lečenje, ispitivanje i skladištenje naših proizvoda, niti pokriva štetu / gubitak prouzrokovan na bilo koji drugi način, čija se krivica ne može pripisati nama. Takođe ne odgovaramo ako Kupac ili treća strana izvrši izmene na robu koju smo isporučili ili izvrši nepravilne popravke. Zastarelost u vezi sa zahtevima za nedostatak započinje prenosom rizika u skladu sa br. 2.7. Zastarelost važi u periodu od godinu dana.

3.7 Ovo se ne odnosi na nameru, grubu nepažnju, lažno prikriivanje nedostatka, nepridržavanje garancije kvaliteta niti na zahteve u skladu sa Zakonom o zaštiti potrošača Srbije, niti kao rezultat povrede života invalidnosti ili oštećenja zdravlja; rokovi za njih uređeni su zakonom.

#### **4. Odgovornost**

4.1 Ako u ovim uslovima nije drugačije određeno, mi ćemo biti odgovorni za gubitke / štetu koji se mogu pripisati kršenju ugovornih ili vanugovornih obaveza u slučaju namere ili grubog nemara.

4.2 Štaviše, snosićemo odgovornost samo ako ovo krši materijalnu, ugovornu obavezu (suštinsku obavezu) koja ugrožava postizanje svrhe ugovora. U takvim slučajevima zahtev Kupca za nadoknadu ograničen je na nadoknadu za predviđivi gubitak tipičan za takav ugovor.

4.3 Ovo ne utiče na odgovornost zasnovanu na obavezim zakonskim propisima (kao što su npr. u slučaju povrede života, invalidnosti ili oštećenja zdravlja, kršenja Zakona o zaštiti potrošača Srbije, lažnog prikriivanja nedostatka, nepoštovanja garancije o kvalitetu).

4.4 Rečenice 2 i 3 iz broja 3.7 shodno se primenjuju na zastarelost u vezi sa zahtevima Kupca za odgovornost. Početak zastarevanja regulisan je zakonskim propisima.

#### **5. Otkupne cene, fakture, uslovi plaćanja, kašnjenje, poravnanje**

5.1 Ako nije drugačije naznačeno u pisanoj formi, nabavne cene se podrazumevaju po paritetu „franko fabrika“ - EXW (Incoterms 2020) plus odgovarajući, važeći zakonski porez na dodatu vrednost.

5.2 Kupac pristaje na elektronski prenos računa; račune možemo prenositi i na papiru. Kupoprodajna cena mora se platiti neto u roku od trideset dana od datuma fakture. Ovaj rok se primenjuje isključivo, osim ako izričito drugačije navedemo u ugovoru ili drugačije priznamo u pisanoj formi. Plaćanje putem menica dozvoljeno je samo uz prethodni dogovor sa nama. Mi ćemo primiti menice i čekove samo radi

performance and shall only be acknowledged as payment after their unconditional encashment.

5.3 The Customer is deemed to be in default, if it fails to make payment on the calendar payment date specified in the contract. This does not affect the statutory rule under which the Customer is automatically in arrears with due payments no later than sixty days following receipt of an invoice or an equivalent payment request. The Customer has to meet the cost for the collection of the claims.

5.4 We are entitled to allocate payments to the oldest due claim in each case.

5.5 In the event of default we are entitled to charge default interest at the rate of 9 percent points above the being base interest rate correspondingly applicable as well as an additional fixed default fee of 40 Euro.

5.6 If the circumstances show that there is a considerable deterioration in the financial condition of the Customer, with the result that our claim for payment is at risk due to the Customer's inability to pay, particularly in the event of over-indebtedness, insolvency or lack of creditworthiness on the part of the Customer, if enforcement measures are initiated against it or it ceases payments, we shall be entitled to refuse delivery of the goods unless payment is made or security deposit provided. We are also entitled to withdraw from the Order after having unsuccessfully given the Customer a reasonable period of grace to effect payment or provide security deposits, at its discretion, in return for step-by-step delivery of the goods. In the same instances we can demand payment in advance or security deposits for all current business transactions.

5.7 The Customer can only make offsetting arrangements with those claims which are undisputed or have acquired legal force.

## **6. Retention of Title, Reserved Rights**

6.1 We reserve retention of title to the goods supplied until full payment is received for all current and future claims to which we are entitled from the respective delivery and the current business relationship with the Customer and any other due claims (e.g. reminder costs, collection costs, interest) on any legal grounds thereof. We engage to release securities we are entitled to the Customer upon demand, in so far as the realizable value of our securities will exceed the receivables to secure by more than 10%; the selection of the securities to release are incumbent upon us.

6.2 The Customer is entitled to resell the goods which are supplied and under retention of title ("Retained Goods") in the ordinary course of business. Pledging and assignment for security are not allowed.

6.3 Should the Customer resell Retained Goods, it assigns to us, already today, all claims it will have against its customers out of the resale, including any ancillary rights and all balance claims, as security, without any subsequent declarations to this effect being necessary. If the Retained Goods are sold on together with other items and no individual price has been agreed with respect to the Retained Goods, the Customer assigns to us such fraction of the total price claim as is

obezbeđenja i priznaćemo ih kao plaćanje tek nakon njihovog bezuslovnog unovčenja.

5.3 Smatra se da je Kupac u docnji, ako ne izvrši plaćanje na kalendarski datum plaćanja naveden u ugovoru. To ne utiče na zakonsko pravilo prema kojem Kupac automatski kasni sa dospelim plaćanjem najkasnije šestdeset dana od prijema fakture ili ekvivalentnog zahteva za plaćanje. Kupac mora platiti troškove za naplatu potraživanja.

5.4 U svakom slučaju imamo pravo da raspodelimo isplate na najstarije dospele zahteve.

5.5 U slučaju kašnjenja imamo pravo da naplaćujemo zatezne kamate po stopi od 9 procentnih poena iznad odgovarajuće osnovne kamatne stope, kao i dodatnu fiksnu naknadu od 40 evra.

5.6 Ako okolnosti pokazuju da postoji znatno pogoršanje finansijskog stanja Kupca, što rezultira rizikom za plaćanje zbog nesposobnosti Kupca da plati, posebno u slučaju prezaduženosti, nesolventnosti ili nedostatka kreditne sposobnosti Kupca, ako se protiv njega pokrenu mere izvršenja ili ako prestane sa plaćanjem, imaćemo pravo da odbijemo isporuku robe ukoliko se ne izvrši plaćanje ili ne obezbedi depozit. Takođe imamo pravo da odustanemo od porudžbine nakon što smo neuspešno pružili Kupcu razumni dopunski rok da izvrši plaćanje ili obezbedi depozite po sopstvenom nahođenju, u zamenu za isporuku robe u tranšama. U istim slučajevima možemo zahtevati avansno plaćanje ili depozite za sve tekuće poslovne transakcije.

5.7 Kupac se može poravnati samo sa onim potraživanjima koja su nesporna ili su stekla pravnu snagu.

## **6. Pravo zadržavanja vlasništva, zadržana prava**

6.1 Zadržavamo pravo vlasništva nad isporučenom robom sve dok ne primimo potpunu uplatu za sva trenutna i buduća potraživanja na koja imamo pravo iz odgovarajuće isporuke i trenutnog poslovnog odnosa sa Kupcem i bilo koja druga dospela potraživanja (npr. troškovi opomene, troškovi naplate, kamata) po bilo kom pravnom osnovu. Obavezujemo se da ćemo Kupcu na zahtev izdati hartije od vrednosti, pod uslovom da realizovana vrednost naših hartija od vrednosti premašuje potraživanja za više od 10%; izbor hartija od vrednosti koje ćemo obezbediti je na nama.

6.2 Kupac ima pravo da preprodaje robu koja je isporučena i koja zadržava vlasništvo („Zadržana roba“) u redovnom toku poslovanja. Zalaganje iste nije dozvoljeno.

6.3 Ukoliko Kupac preproda Zadržanu robu, istog dana nam dodeljuje sva potraživanja koja će imati prema svojim kupcima van preprodaje, uključujući sva prateća prava i sva potraživanja na bilansu, kao obezbeđenje, bez potrebe za naknadnim izjavama u tom smislu. Ako se Zadržana roba prodaje zajedno sa drugim stvarima i nije dogovorena pojedinačna cena Zadržane robe, Kupac nam dodeljuje takav deo ukupne cene koji se može pripisati ceni Zadržane robe koju smo fakturisali.

attributable to the price of the Retained Goods invoiced by us.

6.4 Until further notice, the Customer may collect assigned claims relating to the resale. We are entitled to withdraw the Customer's authorization to collect the assigned claims for good reason, including, but not limited to delayed payment, suspension of payment, start of insolvency proceedings, protest of a bill or justified indications for over indebtedness or impending insolvency of the Customer. In addition, we may, upon expiry of an adequate period of notice disclose the assignment, realize the claims assigned and demand that the Customer informs its customer of the assignment.

6.5 The Customer shall inform us, without undue delay, of any seizure or other act of intervention by third parties. If a reasonable interest can be proven, the Customer shall, without undue delay, provide us with the information and documents necessary to assert the claims it has against its customers.

6.6 In the event of actions in breach of contract by the Customer, including, but not limited to the nonpayment of the due purchase price, we are entitled to withdraw from the Order in accordance with the statutory provisions or/and require return of the Retained Goods subject to retention of title. The demand for the return of Retained Goods shall not be deemed to include a simultaneous declaration of withdrawal; we are rather entitled to merely require return of the Retained Goods and to reserve the right to withdraw from the Order. If the Customer does not pay the due purchase price, we may claim these rights only if we have unsuccessfully set the Customer a reasonable deadline for payment in advance or if setting such deadline is not necessary according to the statutory provisions.

#### **7. Place of Performance, Jurisdiction and Applicable Law**

7.1 Place of performance for all obligations arising from the contract is the place of the delivering factory or warehouse.

7.2 Place of jurisdiction is Belgrade, Serbia.

7.3 Should individual provisions be legally unenforceable this will not affect the binding nature of the remainder of the contract. The unenforceable provisions will be deemed to have been replaced by enforceable provisions that most closely reflect the wishes of the parties to the contract from the commercial aspect.

7.4 The contract is subject to the substantive law of the Republic of Serbia. The application of the legal standards of the Serbian conflict of laws, insofar as these refer to foreign law, as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG) or other conventions relating to the law on the purchase of goods, is excluded.

6.4 Do daljeg obaveštenja, Kupac može naplatiti dodeljena potraživanja koja se odnose na preprodaju. Imamo pravo da povučemo ovlašćenje Kupca za naplatu dodeljenih potraživanja iz opravdanog razloga, uključujući, ali ne ograničavajući se na odloženo plaćanje, obustavu plaćanja, pokretanje postupka zbog insolventnosti, protest na račun ili opravdane indikacije za prezaduženost ili predstojeću nesolventnost Kupca. Pored toga, možemo po isteku odgovarajućeg roka sprovesti ustupanje, realizovati ustupljena potraživanja i zahtevati da Kupac obavesti svog Kupca o ustupanju.

6.5 Kupac će nas bez nepotrebnog odlaganja obavestiti o bilo kojoj plenidbi ili drugoj radnji treće strane. Ako se može dokazati razumni interes, Kupac će nam bez nepotrebnog odlaganja dostaviti informacije i dokumente potrebne za podnošenje zahteva koje ima prema svojim kupcima.

6.6 U slučaju radnji kojima naručilac krši ugovor, uključujući, ali ne ograničavajući se na neplaćanje dospele kupoprodajne cene, imamo pravo da odustanemo od naloga u skladu sa zakonskim odredbama ili / i zahtevamo vraćanje Zadržane robe koja je predmet zadržavanja vlasništva. Neće se smatrati da zahtev za povrat Zadržane robe uključuje istovremenu izjavu o povlačenju; mi imamo samo pravo da zahtevamo vraćanje Zadržane robe i da zadržimo pravo na povlačenje iz porudžbine. Ako Kupac ne plati dospelu kupoprodajnu cenu, možemo zatražiti ta prava samo ako smo mu neuspešno postavili razuman rok za avansno plaćanje ili ako postavljanje takvog roka nije potrebno u skladu sa zakonskim odredbama.

#### **7. Mesto izvršenja, nadležnost i merodavno pravo**

7.1 Mesto izvršenja svih obaveza koje proizilaze iz ugovora je mesto fabrike ili skladišta koje isporučuje.

7.2 Mesto nadležnosti je Beograd, Srbija.

7.3 Ako pojedinačne odredbe budu zakonski neizvršive, to neće uticati na obavezujuću prirodu ostatka ugovora. Smatraće se da su neizvršive odredbe zamenjene izvršnim odredbama koje sa komercijalnog aspekta najbliže odražavaju želje strana u ugovoru.

7.4 Na ugovor se primenjuje materijalno pravo Republike Srbije. Primena srpskih propisa u slučaju sukoba nadležnosti, ukoliko se oni odnose na inostrano pravo, kao i Konvencije Ujedinjenih nacija o ugovorima u međunarodnoj prodaji robe (CISG) ili drugih konvencija koje se odnose na zakon o kupoprodaji robe roba, je isključena

Beograd, jun 2021.

BLACK HORSE – FAS DOO BEOGRAD

Roland Mentzer, Generalni direktor