

# SWAROVSKI

<p align="center"><b>General Terms and Conditions of Purchase ("GTC") of SWAROVSKI SUBOTICA DOO SUBOTICA, effective from 1<sup>st</sup> of November 2015</b></p>	<p align="center"><b>Opšte odredbe i uslovi kupovine ("OOU") SWAROVSKI SUBOTICA SUBOTICA DOO SUBOTICA, na snazi od 1 novembar 2015</b></p>
<p><b>1. Scope of Application of these Terms and Conditions of Purchase</b></p> <p>1.1. These GTC shall apply in their respective current version to the business relationship between SWAROVSKI SUBOTICA DOO SUBOTICA, Batinska 94, Subotica, identification number: 20798823, tax identification number: 107419638, as the ordering company (hereinafter referred to as "SWAROVSKI SUBOTICA") and its suppliers/vendors (each hereinafter referred to as "Supplier"), even if no explicit reference was or is made to these GTC in any individual transaction.</p> <p>1.2. Individual companies within the SWAROVSKI-Group are not jointly or severally liable for debts or other obligations of any of the other companies within the SWAROVSKI-Group.</p> <p>1.3. Other general terms and conditions of business of Supplier, regardless of type, shall not apply to transactions between SWAROVSKI SUBOTICA and Supplier. SWAROVSKI SUBOTICA hereby expressly declines the application of any such other terms and conditions. Fulfilling actions or silence on the part of SWAROVSKI SUBOTICA shall not lead to application of general terms and conditions of business of Supplier. Divergent agreements, collateral agreements, assurances, and amendments of these GTC of SWAROVSKI SUBOTICA shall be valid only if agreed upon explicitly and in writing between Supplier and SWAROVSKI SUBOTICA on a case-by-case basis.</p> <p><b>2. Offers to SWAROVSKI SUBOTICA</b></p> <p>All offers submitted by Supplier to SWAROVSKI SUBOTICA shall be binding on Supplier for at least three (3) months from the date of their receipt by SWAROVSKI SUBOTICA, and regardless of the actions taken by Supplier in order to prepare and submit an offer, shall not constitute grounds for remuneration or reimbursement.</p> <p><b>3. Order Issuance and Confirmation</b></p> <p>3.1. Assignments and/or purchase orders from SWAROVSKI SUBOTICA must be issued in writing/systemic to be binding for SWAROVSKI SUBOTICA, and must include an individual SWAROVSKI SUBOTICA purchase order number.</p> <p>3.2. Supplier warrants that all products/services provided to SWAROVSKI SUBOTICA shall conform with any specifications listed, referred to, or stipulated by SWAROVSKI SUBOTICA in the assignment/purchase order for such products/services or otherwise. Supplier must always include any safety, storage, handling, operational, and maintenance instructions along with the products/services, without the need for SWAROVSKI SUBOTICA to request these explicitly.</p> <p>3.3. Assignments/purchase orders delivered by SWAROVSKI SUBOTICA shall be validly binding for Supplier without Supplier's explicit confirmation and if not rejected nor amended by Supplier within five (5) business days of its delivery. In the event of a rejection or an amending response from Supplier, SWAROVSKI SUBOTICA shall have the right to revoke the assignment/purchase order in whole or in part within twenty-one (21) calendar days from the delivery date of the rejection or amending response. If a confirmation from Supplier is expressly required by SWAROVSKI SUBOTICA, it must be timely returned in textform/writing particularly including details of the price, description of products/services, quantities and delivery/service times.</p> <p><b>4. Prices and Terms of Payment</b></p> <p>4.1. The prices agreed by SWAROVSKI SUBOTICA and Supplier are fixed prices. Price changes shall be valid only if agreed upon in textform/writing by both parties. Prices include all packaging costs for the delivery of the goods. Prices shall be the net amount payable/receivable under deduction of any potential withholding taxes or similar charges under the tax laws in force at the time of the payment, which are deemed to tax the Supplier in the jurisdiction of the Supplier. Payment terms shall be thirty (30) days net after receipt of a proper invoice by SWAROVSKI SUBOTICA.</p> <p>4.2. All invoices must comply with pertinent VAT regulations and must contain (i) the purchase order number, (ii) an itemized description of the delivered products/services, (iii) the purchase order date, and (iv) the price with separately quoted VAT and/or similar charges. These requirements also apply if the parties have agreed upon collective invoicing. Invoices that do not fulfill the requirements specified herein will not be accepted and will be considered as not submitted.</p> <p>4.3. Supplier shall not have the right to offset any obligations to SWAROVSKI SUBOTICA, or to withhold performance under any accepted assignment/purchase order, against other claims it may have against SWAROVSKI SUBOTICA.</p> <p>4.4. Travel expenses incurred by Supplier shall be reimbursed by SWAROVSKI SUBOTICA only with SWAROVSKI SUBOTICA's prior written agreement in each case, and shall be subject to the SWAROVSKI SUBOTICA travel expenses policy and delivery and acceptance of the applicable products/services.</p> <p><b>5. Delivery Dates for Products and Services</b></p> <p>5.1. Stipulated delivery dates for products and services are binding fixed dates and must strictly be observed by Supplier.</p> <p>5.2. Partial deliveries of products/services or early deliveries of products/services shall require the explicit prior consent of SWAROVSKI SUBOTICA. SWAROVSKI SUBOTICA shall not be obligated to accept the products/services in such cases. In</p>	<p><b>1. Područje primene ovih Odredbi i uslova kupovine</b></p> <p>1.1. Ovi OOU će se primenjivati u njihovoj sadašnjoj verziji na poslovne odnose između SWAROVSKI SUBOTICA DOO SUBOTICA, Batinska 94, Subotica, identification number: 20798823, tax identification number: 107419638 (u daljem tekstu „SWAROVSKI SUBOTICA“) kao naručioca i njegovih dobavljača/prodavaca (u daljem tekstu svaki od njih „Dobavljač“), čak i ako se u nekom pojedinačnom poslu ne poziva eksplicitno na ove OOU.</p> <p>1.2. Pojedinačna društva u okviru Grupe SWAROVSKI nisu zajednički ili odvojeno odgovorna za dugovanja ili bilo koje druge obaveze drugih društava u okviru Grupe SWAROVSKI.</p> <p>1.3. Druge opšte odredbe i uslovi poslovanja Dobavljača, nezavisno od tipa, neće se primenjivati na poslove između SWAROVSKI SUBOTICA i Dobavljača. SWAROVSKI SUBOTICA ovim izričito odbija primenu bilo kojih takvih drugih odredbi i uslova. Postupci ispunjenja ili čutanje od strane SWAROVSKI SUBOTICA ne smeju dovesti do primene opštih odredbi i uslova poslovanja Dobavljača. Ugovori suprotne sadržine, ugovori kojima se uspostavlja obezbeđenje, jemstva i izmene i dopune ovih OOU SWAROVSKI SUBOTICA biće važeći samo ako su eksplicitno ugovoreni u pisanoj formi između Dobavljača i SWAROVSKI SUBOTICA, od slučaja do slučaja.</p> <p><b>2. Ponude upućene SWAROVSKI SUBOTICA</b></p> <p>Sve ponude koje Dobavljač dostavi SWAROVSKI SUBOTICA moraju biti obavezujuće za Dobavljača u periodu od najmanje 3 (tri) meseca od datuma kada ih SWAROVSKI SUBOTICA primi, i bez obzira na postupke koje Dobavljač preduzme da bi pripremio i dostavio neku ponudu, ne smeju predstavljati osnov za plaćanje ili naknadu.</p> <p><b>3. Izdavanje i potvrda porudžbine</b></p> <p>3.1. SWAROVSKI SUBOTICA mora davati naloge i/ili porudžbine u pisanoj formi/sistemi da bi iste bile obavezujuće za SWAROVSKI SUBOTICA, i iste moraju sadržati poseban broj porudžbine SWAROVSKI SUBOTICA.</p> <p>3.2. Dobavljač garantuje da su svi proizvodi/usluge koje dostavlja/pruža SWAROVSKI SUBOTICA u saglasnosti sa svim specifikacijama koje je SWAROVSKI SUBOTICA naveo, na koje se pozvao ili koje je naznačio u svom nalogu/porudžbini za takve proizvode/usluge ili na drugi način. Dobavljač uvek mora u isporuku proizvoda/usluga uključiti svoje instrukcije u pogledu bezbednosti, skladištenja, rukovanja, rada i održavanja, bez potrebe da SWAROVSKI SUBOTICA to izričito zahteva.</p> <p>3.3. Nalozi/porudžbine koje dostavlja SWAROVSKI SUBOTICA će biti validno obavezujući za Dobavljača bez potrebe za izričitom potvrdom Dobavljača i ako ih Dobavljač ne odbije ili izmeni u roku od pet (5) radnih dana nakon što su dostavljene. Ukoliko Dobavljač odbije ili izmeni porudžbinu, SWAROVSKI SUBOTICA će imati pravo da opozove nalog/porudžbinu u celini ili delimično, u roku od dvadeset jednog (21) kalendarskog dana od datuma kada je primio odgovor od Dobavljača da odbija ili menja porudžbinu. Ukoliko SWAROVSKI SUBOTICA zahteva hitnu potvrdu Dobavljača, ista mora biti blagovremeno dostavljena u pisanoj formi i mora uključivati naročito informacije o ceni, opis proizvoda/usluga i vreme isporuke/dostave.</p> <p><b>4. Cene i uslovi plaćanja</b></p> <p>4.1. Cene koje ugovore SWAROVSKI SUBOTICA i Dobavljač su fiksne cene. Izmene cena će biti validne samo ako se obe strane sa time saglase u pisanoj formi. Cene obuhvataju sve troškove pakovanja za isporuku robe. Cene moraju biti u neto iznosu koji je plativ/naplativ nakon odbijanja bilo kakvog eventualnog poreza po odbitku ili sličnih dažbina u skladu sa poreskim zakonima važećim u vreme plaćanja, koji su namenjeni oporezivanju Dobavljača u okviru jurisdikcije Dobavljača. Rok plaćanja je trideset (30) dana neto nakon što SWAROVSKI SUBOTICA primi odgovarajuću fakturu.</p> <p>4.2. Sve fakture moraju biti usaglašene sa odgovarajućim propisima koji regulišu PDV i moraju sadržati (i) broj porudžbine, (ii) opis po stavkama isporučenih proizvoda/pruženih usluga, (iii) datum porudžbine, i (iv) cenu sa posebno navedenim PDV-om ili sličnim dažbinama. Ovi uslovi takođe važe i u slučaju da su se strane dogovorile o zbirnom fakturisanju. Fature koje ne ispunjavaju uslove navedene u ovom dokumentu neće biti prihvaćene i smatraće se da nisu dostavljene.</p> <p>4.3. Dobavljač nema pravo da kompenzuje/prebije bilo kakve obaveze prema SWAROVSKI SUBOTICA, niti da obustavi postupanje u skladu sa nekim prihvaćenim nalogom/porudžbinom, sa drugim potraživanjem koja Dobavljač može imati prema SWAROVSKI SUBOTICA.</p> <p>4.4. SWAROVSKI SUBOTICA će nadoknaditi putne troškove koje je imao Dobavljač, u svakom slučaju isključivo uz prethodnu pisanu saglasnost SWAROVSKI SUBOTICA, što će biti u skladu sa politikom SWAROVSKI SUBOTICA u pogledu putnih troškova i troškova isporuke i prihvatanja odgovarajućih proizvoda/usluga.</p> <p><b>5. Datumi isporuke proizvoda i pružanja usluga</b></p> <p>5.1. Dobavljač mora striktno poštovati naznačene datume za isporuku proizvoda i pružanje usluga, koji će biti fiksni datumi.</p> <p>5.2. Delimične isporuke proizvoda/usluga ili isporuke proizvoda/usluga pre predviđenih rokova zahtevaju prethodnu eksplicitnu saglasnost SWAROVSKI SUBOTICA. U takvim slučajevima SWAROVSKI SUBOTICA neće biti obavezan da prihvati proizvode/usluge. U slučaju delimične ili rane isporuke SWAROVSKI SUBOTICA će</p>

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<p>the event of partial or early delivery, SWAROVSKI SUBOTICA shall have the right to refuse acceptance of the goods, and to return them or store them with third parties at Supplier's expense. If early and/or incomplete deliveries of products/services are accepted by SWAROVSKI SUBOTICA, the payment terms specified herein shall not commence until delivery of the products and/or performance of the services is completed in full, and Supplier has provided to SWAROVSKI SUBOTICA a proper invoice.</p> <p>5.3. In the event of delayed or incomplete delivery of any products/services, SWAROVSKI SUBOTICA shall be entitled, following a grace period of two (2) weeks from the date that such products/services were required to be delivered, (i) to insist upon delivery of the products/services and to receive compensation from Supplier for the damage caused by the delay or (ii) to terminate the assignment/purchase order in whole or in part, and to receive compensation from Supplier for the damage caused by the delay and reimbursement from Supplier of the costs for substitute products/services.</p> <p><b>6. SWAROVSKI SUBOTICA Materials</b> All services, items, drawings, specifications, and other materials and information made available by SWAROVSKI SUBOTICA (collectively the "SWAROVSKI SUBOTICA Materials") for the performance of any assignment/purchase order by Supplier shall remain the property of SWAROVSKI SUBOTICA, may not be made available by Supplier to any third party, and may not be used by Supplier for advertising purposes or any purposes other than the performance of the assignment/purchase order from SWAROVSKI SUBOTICA. The SWAROVSKI SUBOTICA Materials must be returned by Supplier to SWAROVSKI SUBOTICA without undue delay and in perfect condition following performance of the assignment/purchase order, or earlier upon request by SWAROVSKI SUBOTICA.</p> <p><b>7. Delivery of Machinery and Technical Equipment</b> 7.1. Unless otherwise agreed in textform/writing by the parties, all machinery and technical equipment delivered by Supplier must be equipped with protective devices as required at the delivery location, and must be in compliance with safety regulations and environmental protection regulations applicable at the delivery location. When setting up technical systems and/or delivering technical products, Supplier shall review the information desired by SWAROVSKI SUBOTICA regarding dimensions, quality, and design, and shall correct this information in consultation with SWAROVSKI SUBOTICA if necessary, based upon Supplier's greater expertise with these systems and/or products, provided that specifications provided by SWAROVSKI SUBOTICA may only be changed with SWAROVSKI SUBOTICA's prior written consent. Supplier warrants that all systems, products and/or services shall conform with the agreed specifications as well as all technical safety regulations.</p> <p>7.2. Required safety devices and safety instructions must be included in all deliveries by Supplier, without the need for SWAROVSKI SUBOTICA to request these explicitly.</p> <p><b>8. Performance of Services</b> Supplier warrants that it shall provide its services in a good and workmanlike manner, to the best of its knowledge and care, and in accordance with industry standards and the technical state of the art.</p> <p><b>9. Shipping Instructions, Point of Destination</b> 9.1. In the event of product deliveries, Supplier must observe the product delivery regulations or procedures applicable at the SWAROVSKI SUBOTICA facility where delivery is made. Products must be packaged properly and in a manner appropriate for their transport. Supplier shall be liable for all losses incurred by Supplier or SWAROVSKI SUBOTICA as a result of improper packaging of products.</p> <p>9.2. Unless otherwise specified in an assignment/purchase order, the delivery terms DDP "SWAROVSKI SUBOTICA site" pursuant to INCOTERMS 2010 shall apply for the delivery of goods and for the corresponding determination of the costs associated with such delivery. Title to goods shall transfer to SWAROVSKI SUBOTICA upon delivery, and Supplier shall not be permitted to retain title to delivered goods. For shipments requiring customs clearance, shipping papers must include all necessary documents and forms, including but not limited to (i) two invoices for customs processing, (ii) movement certificates and/or certificates of origin (Form A/EUR1) for customs processing, (iii) one packing list each, and (iv) other necessary documents. In addition, all documents must contain the customs tariff number(s), the net weight, and the associated SWAROVSKI SUBOTICA purchase order number.</p> <p><b>10. Acceptance</b> Upon receipt of products/services, SWAROVSKI SUBOTICA shall be obligated only to verify the identity of the products/services and their completeness, and to check for visible external damage. SWAROVSKI SUBOTICA explicitly reserves the right to reject products/services as defective or otherwise noncompliant with the terms of this GTC, respective agreement or the applicable assignment/purchase order at any time within the warranty period specified herein. Supplier waives the right to object to delayed reporting of defects by SWAROVSKI SUBOTICA so long as such report is made during the warranty period.</p> <p><b>11. Liability for Defects</b> 11.1. Supplier shall be liable for providing products/services free of defects and in conformance with the agreement, the applicable assignment/purchase order, and the applicable specifications. Without limiting the foregoing, Supplier shall provide all products/services based upon the technical state of the art, the use of defect-free, appropriate materials, professional implementation, appropriate and safe design, and defect-free assembly/installation.</p>	<p>imati pravo da odbije da primi robu, i da istu vrati ili uskladišti kod trećih lica o trošku Dobavljača. Ukoliko SWAROVSKI SUBOTICA prihvati raniju i/ili nekompletnu isporuku proizvoda/usluga, rokovi za plaćanje naznačeni u ovom Ugovoru neće početi da teku dok isporuke proizvoda i/ili pružanje usluga ne budu završeni, i dok Dobavljač ne dostavi SWAROVSKI SUBOTICA odgovarajuću fakturu.</p> <p>5.3. U slučaju zakasnele ili nekompletne isporuke proizvoda/usluga SWAROVSKI SUBOTICA ima pravo da, nakon grace perioda od dve (2) nedelje od datuma kada je bilo potrebno isporučiti takve proizvode/pružiti takve usluge (i) da insistira na isporuci proizvoda/pružanju usluga i da dobije naknadu od Dobavljača za štetu koja mu je prouzrokovana tim kašnjenjem, ili (ii) da odustane od naloga/porudžbine, u celini ili delimično, i da dobije naknadu od Dobavljača za štetu koja mu je prouzrokovana tim kašnjenjem kao i naknadu od Dobavljača za troškove zamene proizvoda/usluga.</p> <p><b>6. Materijali SWAROVSKI SUBOTICA</b> Sve usluge, predmeti, crteži, specifikacije i drugi materijali i informacije koje je SWAROVSKI SUBOTICA stavio na raspolaganje Dobavljaču (zajedničkim imenom nazvani „Materijali SWAROVSKI SUBOTICA“) radi izvršenja bilo kog naloga/porudžbine od strane Dobavljača, ostaju imovina SWAROVSKI SUBOTICA i Dobavljač ih ne sme staviti na raspolaganje ni jednom trećem licu, i Dobavljač ih ne sme koristiti u reklamne svrhe niti u bilo koju drugu svrhu osim za izvršenje naloga/porudžbine SWAROVSKI SUBOTICA. Dobavljač mora SWAROVSKI SUBOTICA vratiti Materijale SWAROVSKI SUBOTICA bez nepotrebnog odlaganja i u savršenom stanju, nakon izvršenja naloga/porudžbine, ili ranije, na zahtev SWAROVSKI SUBOTICA.</p> <p><b>7. Isporuke mašina i tehničke opreme</b> 7.1. Ukoliko se strane nisu drukčije dogovorile u pisanoj formi, sve mašine i tehnička oprema koju isporuči Dobavljač moraju biti opremljeni zaštitnim uređajima, kako je potrebno na mestu isporuke, i moraju biti u skladu sa propisima o bezbednosti i propisima u vezi sa zaštitom okoline primenljivim na mestu isporuke. Prilikom postavljanja tehničkih sistema i/ili isporuke tehničkih proizvoda, Dobavljač mora pregledati informacije koje SWAROVSKI SUBOTICA želi, a koje se odnose na dimenzije, kvalitet i konstrukciju i mora, ako je potrebno, ispraviti ove informacije u konsultaciji sa SWAROVSKI SUBOTICA, na osnovu većeg iskustva Dobavljača sa tim sistemima i/ili proizvodima, pod uslovom da se specifikacije koje je dao SWAROVSKI SUBOTICA mogu izmeniti samo uz prethodno pisanu saglasnost SWAROVSKI SUBOTICA. Dobavljač garantuje da su svi sistemi, proizvodi i/ili usluge u skladu sa dogovorenim specifikacijama kao i sa svim propisima o tehničkoj bezbednosti.</p> <p>7.2. Dobavljač mora u svaku isporuku uključiti potrebne uređaje za bezbednost i instrukcije za bezbednost, bez potrebe da SWAROVSKI SUBOTICA to eksplicitno zahteva.</p> <p><b>8. Pružanje usluga</b> Dobavljač garantuje da će usluge pružati na dobar i poslovan način, kako najbolje zna i sa najvećom pažnjom, i u skladu sa standardima industrije i savremene tehnike.</p> <p><b>9. Instrukcije za otpremu, destinacija</b> 9.1. Prilikom isporuke proizvoda, Dobavljač mora poštovati propise koji regulišu isporuku proizvoda ili procedure koje se primenjuju u pogonima SWAROVSKI SUBOTICA u koje se isporuka vrši. Proizvodi moraju biti pravilno upakovani i na način odgovarajući za njihov transport. Dobavljač će biti odgovoran za gubitke koje napravi Dobavljač ili SWAROVSKI SUBOTICA a koji su rezultat neodgovarajućeg pakovanja proizvoda.</p> <p>9.2. Ukoliko u nalogu/porudžbini nije drukčije naznačeno, paritet DDP „lokacija SWAROVSKI SUBOTICA“, u skladu sa INCOTERMS 2010 će se primenjivati na isporuku robe i za odgovarajuće utvrđivanje troškova povezanih sa takvom isporukom. Pravo vlasništva nad robom prelazi na SWAROVSKI SUBOTICA nakon isporuke i Dobavljaču neće biti dozvoljeno da zadrži pravo vlasništva nad isporučenom robom. Za isporuke za koje je potrebno carinjenje, otpremna dokumentacija mora sadržati sva potrebna dokumenta i formulare, uključujući ali se ne ograničavajući na (i) dva primerka fakture za carinsku obradu, potvrde o kretanju i/ili potvrdu o poreklu (Formular A/EUR1) za carinsku obradu, (iii) po jednu packing listu, i (iv) druga potrebna dokumenta. Pored toga, sva dokumenta moraju sadržati carinske tarifne brojeve, neto težinu i broj porudžbine SWAROVSKI SUBOTICA.</p> <p><b>10. Prihatanje</b> Nakon prijema proizvoda/usluga, SWAROVSKI SUBOTICA će biti obavezan da samo potvrdi identitet proizvoda/usluga i njihovu kompletnost, i da proveriti da li ima vidljivih, spoljašnjih oštećenja. SWAROVSKI SUBOTICA eksplicitno zadržava pravo da odbije proizvode/usluge sa nedostatkom ili na drugi način neusaglašene sa odredbama ovih OOU, odgovarajućeg ugovora ili odgovarajućeg naloga/porudžbine, u svako vreme u toku garantnog perioda naznačenog u ovim OOU. Dobavljač se odriče prava da stavlja primedbe na zakasnelu prijavu nedostatka od strane SWAROVSKI SUBOTICA dok god se takav izveštaj podnese i garantnom periodu.</p> <p><b>11. Odgovornost za nedostatke</b> 11.1. Dobavljač će biti odgovoran za isporuku proizvoda/pružanje usluga bez nedostataka i u skladu sa dogovorom, odgovarajućim nalogom/porudžbinom i odgovarajućim specifikacijama. Bez ograničavanja napred navedenog, Dobavljač mora dostavljati proizvode/pružati usluge koji su tehnički savremeni, čija upotreba je bez nedostataka, koji proizvodi su napravljeni od odgovarajućih materijala, profesionalno primenljivi, odgovarajuće i bezbedne konstrukcije i ispravni za sklanjanje/installaciju.</p>
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<p>11.2. In the event defective products/services, regardless of the type and scope of the defect, are supplied to SWAROVSKI SUBOTICA by Supplier, SWAROVSKI SUBOTICA shall have the right, at its discretion and within a period established by SWAROVSKI SUBOTICA, to demand from Supplier either an exchange or repair of the affected products, re-performance of the affected services, or a price reduction with respect to the affected products/services. In the event that any defects cannot be corrected, or if the remedy of any defects cannot otherwise be reasonably expected by SWAROVSKI SUBOTICA, or if an established grace period has expired without correction of any defects, then SWAROVSKI SUBOTICA also shall have the right, at its discretion, to terminate the applicable assignment/purchase order in whole or in part, and to refuse the performance of the applicable service, or to undertake remedy of the defects itself or through third parties. Supplier shall bear all costs incurred by SWAROVSKI SUBOTICA in connection with any such circumstance.</p> <p>11.3. Supplier shall bear all costs related to the occurrence of a defect, the assertion of the aforementioned rights arising from defects or remedy of defects, and other costs incurred by SWAROVSKI SUBOTICA, including costs for additional inspections of the goods, identification of defects, sorting, retooling, and similar costs.</p> <p>11.4. SWAROVSKI SUBOTICA shall have the right to report defects and demand the remedies provided herein, and all other remedies that may be available under applicable law, for twenty-four (24) months after acceptance of the respective products/services by SWAROVSKI SUBOTICA. Such twenty-four (24) month period shall re-commence after any defect has been corrected with respect to the corrected portion of the products/services.</p> <p><b>12. Liability for Losses</b></p> <p>12.1. Supplier shall be responsible for employing the care of a person skilled in the art and using its existing know-how and know-how acquired during the term of business relationship with SWAROVSKI SUBOTICA to conscientiously fulfill its contractual obligations in accordance with the technical state of the art with regard to all services assigned to it by SWAROVSKI SUBOTICA. Supplier shall be liable to SWAROVSKI SUBOTICA for performance pursuant to these GTC, respective agreement and each assignment/purchase order. Supplier's liability shall not be restricted or in any manner limited unless SWAROVSKI SUBOTICA has agreed to such restriction or limitation explicitly in writing.</p> <p>12.2. Supplier shall remain primarily liable to SWAROVSKI SUBOTICA for performance of all services and delivery of all products, even if services are performed or products are provided by a subcontractor. Supplier's use of subcontractors shall only be permissible in the event that the use of such subcontractor is in accordance with the agreed upon assignment/purchase order. Supplier shall be liable to SWAROVSKI SUBOTICA for all losses for which Supplier, its employees or other representatives, or any subcontractor is responsible in whole or in part, and shall indemnify SWAROVSKI SUBOTICA from and against all such losses.</p> <p>12.3. Supplier must report to SWAROVSKI SUBOTICA any defects or product characteristics that are relevant to product liability, or which appear to make a recall of any products/services supplied by Supplier from the market necessary for other reasons, as soon as they are discovered. Supplier must cooperate with SWAROVSKI SUBOTICA in preparing warning notices and/or performing recalls that involve products supplied by Supplier. Supplier shall bear all costs incurred by SWAROVSKI SUBOTICA as a result of actions taken to remove products from the market, including any costs related to a recall performed by SWAROVSKI SUBOTICA as a precautionary measure or otherwise.</p> <p>12.4. Supplier shall indemnify and hold harmless SWAROVSKI SUBOTICA from and against all product liability and/or other losses incurred by SWAROVSKI SUBOTICA as a result of or relating to products and/or services provided by Supplier, including without limitation reimbursement of attorney's fees and other associated costs, except to the extent that the applicable damage was caused solely by SWAROVSKI SUBOTICA.</p> <p>12.5. If requested by SWAROVSKI SUBOTICA, Supplier shall obtain and maintain liability insurance in types and amounts sufficient to protect against possible risk arising out of products/services provided to SWAROVSKI SUBOTICA hereunder, including product liability insurance (for personal injury, property damage, and pure economic loss) and including coverage for contractually assumed liability. At SWAROVSKI SUBOTICA's request, Supplier shall submit appropriate evidence of insurance to SWAROVSKI SUBOTICA. SWAROVSKI SUBOTICA shall have the right to specify the minimum coverage requirements.</p> <p><b>13. Force Majeure</b></p> <p>13.1. If Supplier is unable to fulfill an assignment/purchase order due to force majeure, it must notify SWAROVSKI SUBOTICA of this circumstance without undue delay, and must furnish evidence of the existence of the force majeure circumstance that is causing the inability to perform. Force majeure circumstances are circumstances that are not predictable, cannot be insured against, and are outside of a party's control.</p> <p>13.2. As long as Supplier notifies SWAROVSKI SUBOTICA in accordance herewith, Supplier's obligations that are affected by an event of force majeure shall be suspended until the force majeure ceases. Supplier shall take reasonable efforts to remove the cause of any event of force majeure as soon as possible after its occurrence. If it appears that Supplier will be unable to perform for a period of more</p>	<p>11.2. U slučaju da Dobavljač isporuči SWAROVSKI SUBOTICA proizvode/pruži usluge sa nedostatkom, bez obzira na tip i obim nedostatka, SWAROVSKI SUBOTICA će imati pravo da, po sopstvenom nahođenju i u periodu koji odredi SWAROVSKI SUBOTICA, zahteva od Dobavljača bilo da mu zameni ili popravi proizvode sa nedostatkom, ponovo pruži usluge koje su imale nedostatka, ili da smanji cenu takvih proizvoda/usluga. U slučaju da se neki nedostatak ne može otkloniti, ili da SWAROVSKI SUBOTICA ne može razumno očekivati da neki nedostatak bude otklonjen, ili ako je istekao neki utvrđeni grace period bez otklanjanja bilo kakvih nedostataka, SWAROVSKI SUBOTICA će takođe imati pravo, po sopstvenom nahođenju, da otkáže odgovarajući nalog/porudžbinu u celini ili delimično, i da odbije pružanje odgovarajuće usluge, ili da samostalno ili preko trećih lica otkloni nedostatak. Dobavljač mora snositi sve troškove koje je SWAROVSKI SUBOTICA imao u vezi sa bilo kojom od takvih okolnosti.</p> <p>11.3. Dobavljač mora snositi sve troškove koji se odnose na pojavu nedostatka, potvrdu napred navedenih prava koja proističu iz nedostatka ili njegovog otklanjanja, i druge troškove koje je imao SWAROVSKI SUBOTICA, uključujući troškove dodatnih pregleda dobara, identifikacije nedostataka, skladištenja, ponovne obrade alata i slične troškove.</p> <p>11.4. SWAROVSKI SUBOTICA ima pravo da prijavi nedostatak i da zahteva njegovo otklanjanje kako je ovde navedeno i svako drugo otklanjanje nedostatka ili pravne lekove koji mogu biti na raspolaganju prema primenljivom pravu, u toku dvadeset četiri (24) meseca nakon što je SWAROVSKI SUBOTICA prihvatilo odgovarajuće proizvode/usluge. Takav period od dvadeset četiri (24) meseca ponovo počinje da traje nakon što je bilo koja neispravnost ispravljena u pogledu ispravljenog dela proizvoda/usluge.</p> <p><b>12. Odgovornost za gubitke</b></p> <p>12.1. Dobavljač će biti odgovoran da zaposli lice koje ima veštine i koje koristi postojeći know-how i know-how stečenog u toku perioda trajanja poslovnog odnosa sa SWAROVSKI SUBOTICA, kako bi savesno ispunio svoje ugovorne obaveze u skladu sa savremenom tehnikom u pogledu svih usluga čije pružanje mu je dodelio SWAROVSKI SUBOTICA. Dobavljač će biti odgovoran SWAROVSKI SUBOTICA za rad u skladu sa ovim OOU, odgovarajućim ugovorom i svakim nalogom/porudžbinom. Odgovornost Dobavljača neće biti ograničena niti na bilo koji način limitirana osim ukoliko se SWAROVSKI SUBOTICA eksplicitno, u pisanoj formi, saglasio sa takvim ograničenjem ili limitom.</p> <p>12.2. Dobavljač ostaje primarno odgovoran prema SWAROVSKI SUBOTICA za pružanje svih usluga i isporuku svih proizvoda, čak i u slučaju da usluge pruža ili proizvode dostavlja neki pod-ugovarač. Dobavljač će biti dozvoljeno da koristi pod-ugovarače samo u slučaju da je korišćenje takvih pod-ugovarača u skladu sa dogovorenim nalogom/porudžbinom. Dobavljač će biti odgovoran SWAROVSKI SUBOTICA za sve gubitke za koje su odgovorni Dobavljač, njegovi zaposleni ili drugi predstavnici, ili bilo koji pod-ugovarač, u celini ili delimično i on mora obešteti SWAROVSKI SUBOTICA u slučaju takvih gubitaka.</p> <p>12.3. Dobavljač mora prijaviti SWAROVSKI SUBOTICA sve neispravnosti ili karakteristike proizvoda koje se odnose na odgovornost za proizvod, ili koje izgleda da će dovesti do povlačenja sa tržišta proizvoda/usluga koje je isporučio/pružio Dobavljač, a što je potrebno iz drugih razloga, čim otkrije iste. Dobavljač mora saradivati sa SWAROVSKI SUBOTICA u pripremi upozorenja i/ili pripremi povlačenja proizvoda koja obuhvataju proizvode koje je isporučio Dobavljač. Dobavljač mora snositi sve troškove koje je imao SWAROVSKI SUBOTICA kao rezultat postupaka koji su preduzeti da bi se proizvodi povukli sa tržišta, uključujući sve troškove koji se odnose na povlačenje proizvoda od strane SWAROVSKI SUBOTICA, kao meru predostrožnosti ili na drugi način.</p> <p>12.4. Dobavljač će obešteti SWAROVSKI SUBOTICA i neće ga smatrati odgovornim u slučaju odgovornosti za proizvode i/ili drugih gubitaka koje je SWAROVSKI SUBOTICA imao kao rezultat proizvoda/usluga isporučenih/pruženih od strane Dobavljača ili u vezi sa istim, uključujući, bez ograničenja, naknadu za advokatske honorare i drugih sa tim povezanih troškova, osim u onoj meri u kojoj je takvu štetu prouzrokovao isključivo SWAROVSKI SUBOTICA.</p> <p>12.5. Ako SWAROVSKI SUBOTICA to bude zahtevao, Dobavljač mora obezbediti i održavati osiguranje od odgovornosti proizvoda koje će biti vrste i u iznosima koji su dovoljni da bi se pružila zaštita od mogućeg rizika koji proističe iz proizvoda/usluga isporučenih/pruženih SWAROVSKI SUBOTICA u skladu sa ovim OOU, uključujući osiguranje od odgovornosti proizvoda (za telesne povrede, oštećenje imovine i čist ekonomski gubitak) i uključujući pokriće za ugovorom pretpostavljenu odgovornost. Na zahtev SWAROVSKI SUBOTICA, Dobavljač mora dostaviti odgovarajući dokaz o osiguranju SWAROVSKI SUBOTICA. SWAROVSKI SUBOTICA će imati pravo da naznači minimalno pokriće.</p> <p><b>13. Viša sila</b></p> <p>13.1. Ako Dobavljač nije u mogućnosti da ispuni nalog/porudžbinu usled više sile, on o tome mora obavestiti SWAROVSKI SUBOTICA bez odlaganja, i mora dostaviti dokaz o postojanju okolnosti više sile koja prouzrokuje nemogućnost izvršenja njegovih obaveza. Okolnosti više sile su okolnosti koje se ne mogu predvideti, protiv kojih se ne može osigurati i koje su izvan kontrole neke strane.</p> <p>13.2. Kada Dobavljač obavesti SWAROVSKI SUBOTICA, u skladu sa ovim dokumentom, obaveze Dobavljača na koje utiče okolnost više sile, biće privremeno odođene do prestanka dejstva više sile. Dobavljač mora uložiti razumne napore da bi otklonio uzrok pojave više sile što pre je moguće nakon pojave iste. Ako izgleda da Dobavljač neće biti u mogućnosti da izvršava svoje obaveze u periodu dužem od trideset (30) dana kao posledica više sile, SWAROVSKI SUBOTICA će imati pravo da otkáže odgovarajući nalog/porudžbinu dostavljanjem obaveštenja Dobavljaču, s tim da</p>
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# SWAROVSKI

<p>than thirty (30) days as a result of force majeure, then SWAROVSKI SUBOTICA shall have the right to terminate the applicable assignment/purchase order upon written notice to Supplier, without Supplier being entitled to claims for damages of any kind as a result.</p> <p>13.3. Should SWAROVSKI SUBOTICA be unable to accept delivery of any products/services as a result of force majeure, then SWAROVSKI SUBOTICA shall have the right to terminate the applicable assignment/purchase order upon written notice to Supplier, without Supplier being entitled to claims for damages of any kind as a result.</p> <p><b>14. Intellectual Property Rights</b></p> <p>14.1. All rights to and associated with SWAROVSKI SUBOTICA Materials and other information transmitted to Supplier by or on behalf of SWAROVSKI SUBOTICA, including copyrights, trademarks, patents, designs, utility models, and all other proprietary rights, as well as the right to register any of the foregoing, and all rights to and associated with all results of work performed within the scope of an assignment/purchase order from SWAROVSKI SUBOTICA, shall be and remain the exclusive property of SWAROVSKI SUBOTICA.</p> <p>14.2. Supplier shall be liable for providing all products/services free of defects in title. Supplier warrants that all products/ services, and SWAROVSKI SUBOTICA's use thereof, do not and will not infringe or misappropriate any third party rights. Supplier further warrants that no third-party rights to any provided products/services exist, unless otherwise contractually agreed in advance between SWAROVSKI SUBOTICA and Supplier.</p> <p>14.3. Supplier shall indemnify and hold harmless SWAROVSKI SUBOTICA in the event that any third party asserts a claim against SWAROVSKI SUBOTICA that any product/service provided by Supplier infringes or misappropriates such third party's copyright, trademark, patent, design, utility model, or other proprietary rights, or otherwise conflicts with the rights of such third party.</p> <p><b>15. Confidentiality and Reference to SWAROVSKI SUBOTICA</b></p> <p>15.1. Supplier agrees that it may use all SWAROVSKI SUBOTICA Materials and all commercial, technical and other confidential or proprietary information of which it becomes aware in the course of its relationship with SWAROVSKI SUBOTICA exclusively for fulfillment of the products/services ordered by SWAROVSKI SUBOTICA, that it will handle such information in the same manner as it handles its own confidential information and trade secrets, and in no event less than a reasonable standard of care; and that it will not grant access to this information to any third party. Upon the completion of each assignment/purchase order, or earlier upon request by SWAROVSKI SUBOTICA, Supplier shall, at SWAROVSKI SUBOTICA's option, promptly return or destroy and certify that it has destroyed all written materials and any documentation containing confidential information of SWAROVSKI SUBOTICA, including copies of such materials in the possession of Supplier, regardless of whether these materials were prepared by Supplier, SWAROVSKI SUBOTICA, or a third party.</p> <p>15.2. Supplier and its subcontractors shall be prohibited from making reference to SWAROVSKI SUBOTICA and/or using trademarks and brands of SWAROVSKI SUBOTICA in advertising, external communication, or other publications without the prior written consent of SWAROVSKI SUBOTICA.</p> <p><b>16. Compliance</b></p> <p>16.1. Supplier must maintain strict compliance with the "SWAROVSKI SUBOTICA – Code of Conduct for Suppliers" during the entire term of its relationship with SWAROVSKI SUBOTICA.</p> <p>16.2. Supplier warrants that all products/services provided to SWAROVSKI SUBOTICA shall be manufactured/provided in compliance with all regulations, directives, and laws applicable thereto and/or applicable at the place of delivery. Supplier shall be obligated to adhere to this obligation at its own expense, and to indemnify and reimburse SWAROVSKI SUBOTICA for any damages resulting from any non-compliance with the foregoing warranty.</p> <p>16.3. When providing services in the offices and/or property of SWAROVSKI SUBOTICA, Supplier shall be obligated (i) to plan and comply with its own precautionary measures in accordance with its industrial standard and applicable accident prevention regulations, and (ii) to follow the site rules, safety regulations, and other instructions and local requirements of SWAROVSKI SUBOTICA.</p> <p><b>17. Data Protection</b></p> <p>Supplier shall be explicitly obligated to comply with all applicable data protection laws with respect to data related to SWAROVSKI SUBOTICA and/or its employees. SWAROVSKI SUBOTICA shall be entitled to grant access to personal data it obtains from Supplier in the normal course of business to other companies of the SWAROVSKI Group on an international basis.</p> <p><b>18. Transfer of Rights and Obligations</b></p> <p>18.1. Supplier shall not be entitled to transfer any of its rights or obligations under these GTC or under any assignment/purchase order to any third party without SWAROVSKI SUBOTICA's prior written consent thereto.</p> <p>18.2. SWAROVSKI SUBOTICA shall be entitled to transfer any or all of its rights or obligations under these GTC, respective agreement or under any assignment/purchase order at any time to an affiliated company or to a third party without obtaining Supplier's consent or permission thereto.</p>	<p>Dobavljač neće imati pravo na potraživanje naknade štete bilo kave vrste koja je posledica toga.</p> <p>13.3. Ukoliko SWAROVSKI SUBOTICA ne bude u mogućnosti da prihvati isporuku bilo kojih proizvoda/pružanje bilo kojih usluga kao rezultat više sile, SWAROVSKI SUBOTICA će imati pravo da raskine odgovarajući nalog/porudžbinu dostavljanjem obavještenja Dobavljaču, s tim da Dobavljač neće imati pravo na potraživanje naknade štete bilo kave vrste koja je posledica toga.</p> <p><b>14. Prava intelektualne svojine</b></p> <p>14.1. Sva prava na Materijale SWAROVSKI SUBOTICA i u vezi sa Metrijalima SWAROVSKI SUBOTICA i druge informacije prenete Dobavljaču od strane i u ime SWAROVSKI SUBOTICA, uključujući autorska prava, žigove, patente, dizajn, modele i sva druga vlasnička prava, kao i pravo na registraciju svega navedenog, i sva prava na rezultate rada i povezana sa rezultatima rada obavljenog u okviru naloga/porudžbine SWAROVSKI SUBOTICA, jesu i ostaju isključiva imovina SWAROVSKI SUBOTICA.</p> <p>14.2. Dobavljač će biti odgovoran za isporuku svih proizvoda/pružanje svih usluga bez nedostataka u pravu vlasništva. Dobavljač garantuje da ni jedan proizvod/ni jedna usluga niti korišćenje istih od strane SWAROVSKI SUBOTICA ne krše niti će kršiti niti zloupotrebiti prava ni jednog trećeg lica. Dobavljač dalje garantuje da ne postoje nikava prava trećeg lica na bilo koji isporučeni proizvod/pruženu uslugu, osim ukoliko je drukčije ugovoreno između SWAROVSKI SUBOTICA i Dobavljača.</p> <p>14.3. Dobavljač mora obešteti SWAROVSKI SUBOTICA i ne sme ga smatrati odgovornim u slučaju da neko treće lice podnese tužbu protiv SWAROVSKI SUBOTICA ukoliko da neki proizvod/usluga koje je isporučio/pružio Dobavljač krši ili zloupotrebjava autorska prava, žig, patent, dizajn, model ili druga vlasnička prava tog trećeg lica, ili je na drugi način u sukobu sa pravima takvog trećeg lica.</p> <p><b>15. Poverljive informacije i pozivanje na SWAROVSKI SUBOTICA</b></p> <p>15.1. Dobavljač je saglasan da može koristiti sve Materijale SWAROVSKI SUBOTICA i sve komercijalne, tehničke i druge poverljive ili vlasničke informacije do kojih dođe u toku svog odnosa sa SWAROVSKI SUBOTICA ili u vezi sa istim, isključivo za isporuku proizvoda/pružanje usluga koje je naručio SWAROVSKI SUBOTICA, da će sa takvim informacijama postupati na isti način kao sa svojim poverljivim informacijama i poslovnim tajnama, i ni u kom slučaju ne ispod razumnog i standardnog nivoa pažnje, da neće odobriti pristup tim informacijama ni jednom trećem licu. Nakon završetka svakog naloga/porudžbine, ili ranije, na zahtev SWAROVSKI SUBOTICA, Dobavljač mora, po izboru SWAROVSKI SUBOTICA, odmah vratiti ili uništiti i potvrditi da su uništeni svi pisani materijali i sva dokumentacija u vezi sa poverljivim informacijama SWAROVSKI SUBOTICA, uključujući kopije takvih materijala koje poseduje Dobavljač, bez obzira na to da li je takve materijale pripremio Dobavljač, SWAROVSKI SUBOTICA ili treće lice.</p> <p>15.2. Dobavljaču i njegovim pod-ugovaračima zabranjeno je da se pozivaju na SWAROVSKI SUBOTICA i/ili da koriste žigove i brendove SWAROVSKI SUBOTICA u reklamiranju, eksternoj komunikaciji ili u drugim javnim sredstvima bez prethodne pisane saglasnosti SWAROVSKI SUBOTICA.</p> <p><b>16. Usaglašenost</b></p> <p>16.1. Dobavljač mora biti stalno usaglašen sa dokumentom „SWAROVSKI SUBOTICA – Kodeks ponašanja sa Dobavljačima“ u toku trajanja poslovnog odnosa sa SWAROVSKI SUBOTICA.</p> <p>16.2. Dobavljač garantuje da su proizvodi/usluge isporučeni/pružene SWAROVSKI SUBOTICA proizvedeni/pružene u skladu sa propisima, direktivama i zakonima koji se primenjuju na iste u mestu na koje su isporučeni/na kome su pružene. Dobavljač je obavezan da se pridržava ove obaveze o sopstvenom trošku, i da obešteti SWAROVSKI SUBOTICA i nadoknadi mu sve štete koje su posledica neusaglašenosti sa gore navedenom garancijom.</p> <p>16.3. Prilikom pružanja usluga u kancelarijama i/ili na posedu SWAROVSKI SUBOTICA, Dobavljač je obavezan (i) da planira i usaglasi se sa njegovim merama predostrožnosti u skladu sa industrijskim standardima i važećim propisima o sprečavanju nezgoda, i (ii) da poštuje pravila, propise o bezbednosti i druge instrukcije i lokalne zahteve SWAROVSKI SUBOTICA.</p> <p><b>17. Zaštita podataka</b></p> <p>Dobavljač je izričito obavezan da se usaglasi sa svim zakonima koji regulišu zaštitu podataka u pogledu podataka koji se odnose na SWAROVSKI SUBOTICA i/ili njegove zaposlene. SWAROVSKI SUBOTICA će imati pravo da drugim društvima u okviru Grupe SWAROVSKI odobri pristup ličnim podacima koje dobije od Dobavljača u normalnom toku poslovanja, na međunarodnom osnovu.</p> <p><b>18. Prenos prava i obaveza</b></p> <p>18.1. Dobavljač neće imati pravo da prenese ni jedno od svojih prava ili obaveza iz ovih OOU ili iz nekog naloga/porudžbine na bilo koje treće lice bez prethodne pisane saglasnosti SWAROVSKI SUBOTICA.</p> <p>18.2. SWAROVSKI SUBOTICA će imati pravo da u svako vreme prenese bilo koje ili sva svoja prava i obaveze iz ovih OOU ili iz nekog naloga/porudžbine na neko sa njim povezano pravno lice ili na neko treće lice bez dobijanja saglasnosti ili dozvole Dobavljača.</p>
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# SWAROVSKI

<p><b>19. Applicable Law and Venue</b></p> <p>19.1. The business relationship between Supplier and SWAROVSKI SUBOTICA, these GTC, and each assignment/purchase order shall be governed exclusively by the material law applicable in the Republic of Serbia. The UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws provisions of international law shall not apply to transactions between the parties, these GTC, or any assignment/purchase order.</p> <p>19.2. The venue for adjudication of any disputes relating to the business relationship between Supplier and SWAROVSKI SUBOTICA, these GTC, and each assignment/purchase order shall solely be the court in the Republic of Serbia with jurisdiction of the place of the seat of SWAROVSKI SUBOTICA. However, SWAROVSKI SUBOTICA shall be entitled to file actions at the court having jurisdiction at Supplier's place of seat. Each party consents to jurisdiction in such courts and waives any claims of inconvenient forum or otherwise.</p> <p><b>20. Notices</b></p> <p>All notices required or permitted to be given hereunder shall be in textform/writing, and shall, if not separately agreed upon differently, be delivered personally, sent by facsimile transmission or eMail, sent by nationally recognized overnight courier or placed in the Post Mail to the address listed for the recipient in the most recent assignment/purchase order issued hereunder.</p> <p><b>21. Miscellaneous</b></p> <p>The failure or delay of either party to exercise any right hereunder shall not be deemed to be a waiver of such right in that or any future circumstance. No waiver shall be effective unless in writing and signed by both parties. If any one or more of the provisions contained in these GTC shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these GTC shall be construed as if such invalid, illegal or unenforceable provision were not contained herein. The parties are independent contractors, and are not intended and shall not be deemed to be partners or joint venturers, or to have an employment or agency relationship. These GTC, together with each contract, assignment/purchase order accepted hereunder, constitute the entire agreement of the parties and supersede any prior GTC.</p> <p style="text-align: center;"><b>SWAROVSKI SUBOTICA, 1<sup>st</sup> of November 2015</b></p>	<p><b>19. Merodavno pravo i mesto rešavanja sporova</b></p> <p>19.1. Poslovni odnosi između Dobavljača i SWAROVSKI SUBOTICA, ovi OOU i svaki nalog/svaka porudžbina biće regulisani isključivo materijalnim pravom važećim u Republici Srbiji. Konvencija UN o ugovorima za međunarodnu prodaju roba (CISG) i odredbe o sukobu odredbi međunarodnog zakona neće se primenjivati na poslove između strana, na ove OOU niti na bilo koji nalog/porudžbinu.</p> <p>19.2. Mesto rešavanja bilo kojih sporova u vezi sa poslovnim odnosima između Dobavljača i SWAROVSKI SUBOTICA, ovim OOU i svakim nalogom/svatom porudžbinom biće isključivo pred sudom u Republici Srbiji koji je nadležan za područje mesta sedišta SWAROVSKI SUBOTICA. Međutim, SWAROVSKI SUBOTICA će imati pravo da pokrene postupke pred sudom koji je nadležan za područje mesta sedišta Dobavljača. Svaka strana pristaje na nadležnost takvih sudova i odriče se svih prigovora nenadležnosti ili drugih prigovora.</p> <p><b>20. Obaveštenja</b></p> <p>Sva obaveštenja koja su potrebna ili dozvoljena u skladu sa ovim dokumentom moraju biti u pisanoj formi i moraju, ako nije posebno drukčije dogovoreno, biti dostavljena lično, faksom ili e-mail-om, putem nacionalno priznate kurirske službe ili poslata poštom na adresu naznačenu za primaoca u poslednjem nalogu/poslednjom porudžbini u skladu sa ovim dokumentom.</p> <p><b>21. Razno</b></p> <p>Propust ili kašnjenje bilo koje strane da primeni bilo koje pravo iz ovog dokumenta ne sme se smatrati odricanjem od primene takvog prava u tim ili bilo kojim budućim okolnostima. Ni jedno odricanje neće proizvoditi pravno dejstvo ako nije u pisanoj formi i potpisano od strane obe strane. Ako bilo koja od ili više odredbi sadržanih u ovim OOU budu iz bilo kog razloga smatrane nevažećim, nezakonitim ili se ne mogu staviti na snagu u bilo kom pogledu, takva nevalidnost, nezakonitost ili nemogućnost stavljanja na snagu ne sme uticati na druge odredbe ovog dokumenta i ovi OOU moraju biti tumačeni kao da takva nevalidna i nezakonita odredba ili odredba koja se ne može staviti na snagu nije ni sadržana u ovom dokumentu. Strane su nezavisni ugovarači i ne smeju se smatrati partnerima niti zajedničkim ulaganjem, niti kao da imaju odnos poslodavca i zaposlenog ili agencije. Ovi OOU zajedno sa svakim ugovorom, nalogom/porudžbinom prihvaćenim u skladu sa ovim dokumentom, predstavljaju celokupan sporazum strana i prevazilaze sve prethodne OOU.</p> <p style="text-align: center;"><b>SWAROVSKI SUBOTICA, 1. novembar 2015</b></p>
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