

OPŠTI USLOVI I ODREDBE POSLOVANJA
KOMPANIJE ŠPICA CENTAR DOO BEOGRAD ZA
NABAVKU ROBE I USLUGA

Član 1: Predmet regulisanja

Predmet regulisanja ovih Opštih uslova i odredaba poslovanja Špica Centar doo za nabavku robe i usluga (u daljem tekstu: „Opšti uslovi“), jeste definisanje opštih uslova koji regulišu poslovno-pravni odnos između Špica Centra doo (u daljem tekstu „Špica Centar“) i dobavljača u pogledu nabavke robe i usluga od strane Špica Centra.

Član 2: Delokrug primene

Opšti uslovi će se primenjivati u svim slučajevima nabavke robe i usluga od strane Špica Centra, u kojima takav odnos ili pojedinačno pitanje iz takvog odnosa nije pisanim putem uređeno ugovorom. Ukoliko su pisanim putem ugovoreni samo pojedini elementi poslovnog odnosa, ovi Opšti uslovi će se primenjivati po pitanju i u pogledu uslova i odgovornosti koje nisu regulisane pisanim putem. Opšti uslovi dobavljača, ukoliko postoje, neće obavezivati Špica Centar, osim ako je drugačije ugovoreno pisanim putem, te dobavljač prihvata odredbe ovih Opštih uslova, i dalje je saglasan da u slučaju bilo kakve kolizije bilo kojih odredbi opštih uslova poslovanja dobavljača (pod uslovom da su primenjivi u skladu sa ovim članom) i odredbi ovih Opštih uslova Špica centra da će odredbe Opštih uslova prevladavati.

Opšti uslovi, kao i njihove izmene, će se primenjivati i na tekuće transakcije sa dobavljačima, pod uslovom da se dobavljač, po njihovom stupanju na snagu, saglasi sa njihovom primenom. Smatraće se da takva saglasnost postoji, ukoliko u roku od 15 dana po stupanju na snagu Opštih uslova, odnosno

GENERAL TERMS AND CONDITIONS OF BUSINESS
OPERATIONS OF SPICA CENTAR DOO FOR
PURCHASING OF GOODS AND SERVICES

Article 1: Subject of regulation

The subject of regulation of these General Terms and Conditions of Business Operations of Spica Centar Doo for Purchasing of goods and Services (hereinafter: “General terms”), is defining general terms that regulate business-legal relationship between Spica Centar DOO (hereinafter: “Spica Centar”) and suppliers in terms of purchasing of good and services by Spica Centar.

Article 2: Scope of Application

General Terms shall be applied in all cases of purchasing goods and services by Spica Centar, in which such relation or an individual issue originating from such a relation has not been regulated by the agreement in writing. Provided only some elements of business relation are contracted in writing, these General Terms shall be applied in relation to and in terms of conditions and responsibilities not regulated in writing. General Terms of suppliers, if any, shall not be obligating upon Spica centar, unless otherwise contracted in writing, and thus the supplier shall accept provisions of these General Terms and shall further agree that in case of any collision between any provisions of General Terms of business operations of suppliers (provided they are applicable in line with this article) and provisions of these General Terms od Spica centar, the provisions of General Terms shall prevail.

General Terms, as well as amendments thereto, shall be applied also to current transactions with the suppliers, provided the supplier, after they have become effective, agrees with implementation thereof. It shall be considered that there is such agreement, if supplier continues meeting its obligations without complaints about the content of

njihovoj javnoj objavi na internet strani Špica Centra, dobavljač nastavi sa ispunjavanjem svojih obaveza bez datih primedbi na sadržinu konkretnog, aktuelnog poslovno-pravnog odnosa. Ukoliko u datom roku od 15 dana dobavljač pisanim putem izjavi da ne prihvata odredbe nove verzije Opštih uslova, primenjivaće se ranija verzija o, odnosno važeća u momentu kada je pravni odnos nastao, ukoliko .

Radi obaveštenja dobavljača o promenama koje bi uticale na poslovno-pravni odnos između Špica Centra i dobavljača, Špica centar će prilikom svake izmene Opštih uslova, usmenim ili pisanim putem obavestiti drugu stranu o stupanju na snagu svake nove verzije Opštih uslova. Takvu informaciju će proslediti u roku od 7 dana od dana stupanja na snagu svake nove verzije Opštih uslova.

Član 3: Zaključivanje ugovora

Dobavljač se obavezuju da pre otpočinjanja poslovne saradnje, odnosno zaključenja ugovora, u okviru formulara koji Špica Centar prosledi dobavljaču, prosledi Špica Centru popunjen formular o poslovnim podacima o privrednom subjektu, a sve u cilju evidentiranja neophodnih podataka za ostvarivanje poslovne saradnje.

Samo i isključivo porudžbine učinjene od strane Špica centra putem pisane ili elektronske porudžbenice biće obavezujuće po Špica Centar, i smatraće se ponudom za zaključenje Ugovora. Ponude dobavljača, bez obzira na svoju formu i sadržaj imaće isključivo informativni karakter ili karakter poziva na ponudu, u smislu primenljivih propisa.

Ponuda učinjena u skladu sa odredbom prethodnog stava, obavezivaće Špica Centar u roku od 7 kalendarskih dana od dana prijema porudžbenice. Ukoliko u datom roku dobavljač pisanim putem potvrdi porudžbinu, smatraće se da je između Špica Centra i dobavljača zaključen ugovor o kupoprodaji robe/pružanju usluge na koji se primenjuju ovi Opšti uslovi. Ukoliko dobavljač izričito izjavi da porudžbinu ne prihvata, takva porudžbina neće obavezivati Špica centar, niti dobavljača.

the specific, current business-legal relationship within 15 days from the date the General Terms become effective, i.e. they are officially published on the internet page of Spica Centar. If within the specific deadline of 15 days, the supplier states in writing that it does not accept the provisions of the new version of General Terms, the earlier version shall be applied, i.e. the one that is applicable at the moment of creation of the legal relationship.

In order to inform the supplier about the changes that might influence the business-legal relationship between Spica Centar and the supplier, Spica centar shall inform verbally or in writing the other party about coming into force of each new version of General Terms whenever the General Terms are amended. Such information will be forwarded within 7 days from the day of coming into force of each new version of the General Terms.

Article 3: Entering into Agreement

The supplier undertakes to deliver to Spica Centar, within the form sent to supplier by Spica Centar, a filled-in form with general information about the company prior to commencement of business cooperation or entering into agreement, in order to record the necessary data for achieving business cooperation.

Orders made only and exclusively by Spica centar via written or electronic order forms shall be binding upon Spica Centar, and shall be considered the offer for entering into agreement. The bids by the supplier regardless of their form and content shall have informative character only or the character of invitation to submit a bid, in terms of applicable regulations.

The bid made in line with the provisions of the previous paragraph shall be binding upon Spica Centar within 7 calendar days from the order form receipt date. If the supplier confirms its order in writing within the set deadline, it shall be considered that Spica Centar and the supplier entered into purchase and sales/service agreement to which these General Terms have been applied. If the supplier explicitly states that it shall not accept the order, such order shall neither be binding upon Spica centar nor supplier.

Ukoliko se dobavljač ne izjasni u roku od 7 kalendarskih dana od dana prijema porudžbenice, smatraće se da je porudžbina prihvaćena.

U slučaju da nakon prihvatanja porudžbine dođe do potrebe za izmenom uslova iz porudžbine, Špica Centar će uputiti dobavljaču izmenjenu porudžbenicu, sa napomenom da se radi o izmeni ranije upućene porudžbenice. Na prihvatanje ovako izmenjene porudžbenice će se primenjivati pravila iz ovog člana.

U slučaju da izmenjena porudžbenica bude prihvaćena, ona će u svemu zameniti raniju porudžbenicu. U slučaju da izmenjena porudžbenica ne bude prihvaćena, prvobitna porudžbenica će ostati na snazi.

Član 4: Cene

Cena navedena po stavkama u porudžbini će biti obavezujuća za Špica Centar u rokovima navedenim u prethodnom članu, a za dobavljača od trenutka potvrde porudžbine.

Član 5: Fakture

U slučaju prihvatanja porudžbine dobavljač će Špica Centru dostaviti odgovarajuću fakturu za isporučenu robu, odnosno pruženu uslugu.

Faktura mora biti dostavljena Špica Centru zajedno sa svim neophodnim priložima, u najmanje dva primerka, i to:

-najmanje jedan primerak fakture sa priložima u papirnoj formi, poštom na adresu sedišta Špica Centra

-najmanje jedan primerak fakture sa priložima prilikom isporuke robe, uz samu pošiljku.

Obavezni elementi svake fakture, pored onih regulisanih od strane državnih organa i primenjivih propisa na ovu oblast su:

-ime zaposlenog koji je izvršio porudžbinu u ime Špica Centra

-broj i datum porudžbine naveden u porudžbini poslatoj od strane Špica Centra

Špica Centra zadržava pravo da od dobavljača zahteva da izvrši kompletiranje nekompletnih faktura, ispravku grešaka u njihovoj sadržini ili

If the supplier fails to respond within 7 calendar days from the date of order form receipt, it shall be considered that the order is accepted.

If there is a need to amend the terms of the order after the order has been accepted, Spica Centar shall send to the supplier the amended order form, with a note that it is an amendment to the previously sent order form. The rules from this article shall be applied to acceptance of such an amended form.

In case the amended order form is accepted, it shall replace the earlier order form in every aspect. In case the amended order form is not accepted, the original order form shall remain in force.

Article 4: Prices

The price indicated by the items in the order shall be binding upon Spica Centar within the deadlines indicated in the previous article, and upon supplier as of the moment of confirmation the order.

Article 5: Invoices

In case the order is accepted, the supplier shall issue to Spica Centar a proper invoice for the delivered goods or rendered services.

The invoice has to be submitted to Spica Centar together with all necessary annexes, in at least two copies, specifically:

-at least one original copy of an invoice with annexes, in hard copy, by mail to the address of the seat of Spica Centar

-at least one copy of an invoice with annexes when the goods are delivered, together with the shipment itself.

The mandatory elements of each invoice, in addition to the ones regulated by the state bodies and applicable regulations for this area, are as follows:

- the name of the employee who has made the order on behalf of Spica Centar

-number and date of the order indicated in the order sent by Spica Centar

Spica Centar reserves the right to request from suppliers to complete incomplete invoices, correct errors in their content or deliver the appropriate number of copies thereof, and shall not be obliged to

njihovo dostavljanje u odgovarajućem broju primeraka, i neće imati obavezu da izvrši plaćanje dok mu ne budu dostavljene ispravne fakture u dovoljnom broju primeraka.

Član 6: Uslovi plaćanja

Ako nije drugačije dogovoreno pisanim putem, uslovi i rok plaćanja će biti definisani u porudžbenici, s tim da ako rok nije naveden, primeniće se rok od 60 dana od dana izdavanja fakture za isporučenu robu, odnosno pruženu uslugu.

Član 7: Vreme isporuke

Datumi i rokovi isporuke robe ili pružanja usluga navedeni u porudžbenici su obavezujući za Špica Centar i dobavljača, nakon potvrde porudžbenice u skladu sa članom 3.

U slučaju kašnjenja u isporuci robe ili pružanju usluge, dobavljač je dužan da bez odlaganja pisanim putem obavesti Špica Centar o tome. Neće se smatrati da je slanjem ovog obavještenja rok produžen, već će taj rok biti moguće produžiti samo dogovorom obe strane. Špica centar zadržava pravo da potražuje štetu koja bi joj po osnovu kašnjenja mogla pripasti.

Isporuka će se smatrati izvršenom u onom trenutku kada Špica Centar primi poručenu robu sa celokupnom dokumentacijom koja prati tu vrstu robe, dok će se usluga smatrati pruženom kada Špica Centar pisanim putem potvrdi prijem, odnosno uredno izvršenje usluge. Neće se smatrati da je isporuka izvršena ukoliko je roba dostavljena, ili sa nekompletnom dokumentacijom ili bez bilo kakve dokumentacije, odnosno da je usluga pružena dok Špica centar ne potvrdi uredno izvršenje predmetne usluge.

Član 8: Transfer rizika i količine isporuke

Ako nije drugačije dogovoreno pisanim putem, datum transfera rizika biće utvrđen u skladu sa komercijalnim uslovima „Incoterms 2020“ Međunarodne privredne komore (ICC).

Član 9: Odgovornost dobavljača za količinu robe

effect payment until correct and complete invoices, in a sufficient number of copies, are delivered to it.

Article 6: Payment Terms

Unless otherwise agreed in writing, payment terms and deadline shall be defined in the order form, whereby if deadline is not indicated, the 60-day deadline shall be applied, starting from the date of issuance of invoice for the delivered goods or rendered service.

Article 7: Time of Delivery

Dates of delivery and deadlines for delivery of goods or services rendering indicated in the order form are binding upon Spica Centar and the supplier, after the order form has been confirmed in line with the article 3.

In the case of delay in delivery of goods or rendering of service, the supplier is obliged to immediately inform Spica Centar thereof in writing. The deadline shall not be considered prolonged by sending this notification, but shall rather be possible to prolong this deadline by agreement of both parties only. Spica centar reserves the right to claim all damages that might be assigned thereto due to delay.

The delivery shall be considered completed at the moment Spica Centar receives the ordered good with complete documentation accompanying that type of goods, while a service shall be considered rendered when Spica Centar confirms in writing its receipt or regular rendering of the service. The delivery shall not be considered completed if the goods are delivered but with incomplete documentation or without any documentation or a service shall not be considered rendered until Spica centar confirms that the service has been regularly rendered.

Article 8: Transfer of Risk and the Quantity of Delivery

Unless otherwise agreed in writing, the date of transfer of risk will be established in line with the commercial terms “Incoterms 2020” of the International Chamber of Commerce (ICC).

Article 9: Responsibility of Supplier for the Quantity of Goods

U slučaju da dobavljač isporuči Špica Centru veću količinu robe od poručene, Špica Centar zadržava pravo da, odmah po uočavanju, odbije uočeni višak, te da sve količine isporučene iznad naručenih količina vrati dobavljaču na njegov trošak, a dobavljač će u tom slučaju izvršiti korekciju prvobitno ispostavljene fakture za vrednost vraćenih količina.

U slučaju da dobavljač isporuči Špica Centru manju količinu robe od poručene, Špica Centar zadržava pravo da od dobavljača traži da izvrši isporuku nedostajuće količine u razumnom roku, koji će biti definisan u konkretnom slučaju. U slučaju da dobavljač u definisanom roku ne izvrši isporuku nedostajuće količine robe, dobavljač se obavezuje da dostavi korigovanu fakturu, odnosno fakturu u skladu sa manjim količinama koje su isporučene.

Ukoliko dobavljač, po zahtevu Špica Centra, ne izvrši isporuku nedostajuće količine robe u roku iz stava 2 ovog člana, Špica Centar će imati pravo da potražuje naknadu eventualno pretrpljene štete.

Odstupanje do +/- 5% u odnosu na količinu poručene robe se neće smatrati manjkom, odnosno viškom robe, osim u slučaju da Špica Centar odmah po uočavanju izjavi da ne prihvata nastalo odstupanje.

Član 10: Odgovornost dobavljača za kvalitet robe ili usluge

Dobavljač je dužan da poštuje sve standarde kvaliteta koji su uobičajeni za tu vrstu robe ili usluge, uključujući notifikacije o svim izmenama koje mogu imati potencijalni uticaj na kvalitet materijala/usluga. U slučaju da se pregledom robe utvrdi da ista ne poseduje kvalitativna svojstva za redovnu upotrebu u skladu sa predviđenim standardima kvaliteta i specifikacijama, Špica Centar će o tome pisanim putem obavestiti dobavljača. U slučaju neblagovremeno pružene usluge, Špica centar će o tome pisanim putem obavestiti dobavljača.

U pogledu neblagovremeno, nekvalitetno ili nepotpuno pružene usluge, odnosno uočenim nedostacima, Špica Centar će obavestiti

In case the supplier delivers to Spica Centar a larger quantity of goods than ordered, Spica Centar reserves the right, immediately after observing it, to reject the observed excess and return all the delivered quantities exceeding the ordered ones to the supplier at its expense, and in that case the supplier shall adjust the originally issued invoices for the value of returned quantities.

In case the supplier delivers to Spica Centar a smaller quantity of goods than ordered, Spica Centar reserves the right to request from the supplier to carry out delivery of the missing quantity of goods within a reasonable deadline, which shall be defined in the specific case. In the event that the supplier does not deliver the missing quantity of goods within the defined deadline, the supplier shall submit the corrected invoice, i.e. the invoice in accordance with the smaller quantities which were delivered.

If the supplier, at the request of Spica Centar, fails to carry out delivery of the missing quantities of goods within the deadline from paragraph 2 of this Article, Spica Centar shall be entitled to claim compensation for possible damage suffered.

Deviations up to +/- 5% in relation to the quantity of ordered goods shall not be considered a deficit or excess of goods, unless Spica Centar states immediately upon observing that it does not accept the resulting deviation.

Article 10: Responsibility of the Supplier for the Quality of Goods or Service

The Supplier undertakes to abide by all standards of quality and specifications that are usual for such type of goods or type of service, including notification of all changes with potential impact on materials/services quality. In case it is established by the examination of goods that it does not have qualitative features for regular use in line with the stipulated standards of quality and specifications, Spica Centar shall inform the supplier thereof in writing. In case of untimely rendered poor-quality or incompletely rendered service, Spica centar will inform the supplier thereof in writing.

In terms of untimely, poor quality or incomplete service rendered or observed deficiencies, Spica Centar shall notify the supplier without any delay, as soon as possible after learning of such circumstances.

dobavljača bez odlaganja, u najkraćem roku od saznanja za takvu okolnost. U pogledu kvalitativnih nedostataka isporuke robe, Špica Centar će obavestiti dobavljača odmah po uočavanju istih. O skrivenim nedostacima (onima koji nisu uočljivi prostim vizuelnim pogledom) dobavljač može biti obavešten najduže u roku od 24 meseca od dana isporuke robe, s tim što u slučaju da roba koja je isporučena ima označen rok trajanja, rok za prijavljivanje skrivenih nedostataka će biti dan isteka roka trajanja.

Dobavljač će, po prijemu pisanog obaveštenja od Špica Centra, uočene nedostatke otkloniti u najkraćem mogućem roku, pri čemu će rok biti definisan u svakom konkretnom slučaju.

Ukoliko dobavljač, po zahtevu Špica Centra, ne otkloni uočene nedostatke u ostavljenom roku ili ako to nije moguće, Špica Centar će imati pravo da, po svom izboru, umanja cenu za isporučenu robu ili da raskine ugovor i dobavljaču vrati celokupnu primljenu robu uz potraživanje eventualno plaćene cene. U svakom slučaju, Špica Centar će imati pravo na naknadu svake eventualne štete po ovom osnovu. U slučaju da dobavljač osporava tvrdnju Špica Centra o neadekvatnom kvalitetu robe, uzorak robe će radi utvrđivanja njenog kvaliteta biti upućen na ocenu nezavisnom trećem licu osposobljenom za utvrđivanje kvaliteta predmetne robe, koje će biti odabrano u dogovoru sa dobavljačem. Troškove ocene kvaliteta od strane nezavisnog trećeg lica će predujmiti obe strane jednakim iznosima, a konačno snositi strana čija se tvrdnja ispostavi kao netačna.

Dobavljač će Špica Centar obavestiti o promenama standarda kvaliteta i specifikaciji robe, u pisanom obliku. Predložene promene neće postati efektivne za isporuku robe ka Špica Centru pre pisane saglasnosti od strane Špica Centra.

Član 11: Garancija

U slučaju da je za isporučenu robu uobičajeno izdavanje garancije od strane proizvođača, dobavljač će istu dostaviti Špica Centru, a Špica Centar će istu prihvatiti i koristiti rokom celog

In terms of qualitative deficiencies of delivery goods, Spica Centar shall notify the supplier right after observing them. The supplier may be notified of the hidden deficiencies (those which are not visible by simple visual inspection) within 24 months from the date of delivery of goods at the latest, whereby if the goods delivered have designated shelf life, the deadline for reporting hidden deficiencies shall be the expiry date.

After it has received the written notification from Spica Centar, the supplier shall eliminate the observed deficiencies as soon as possible, whereby the deadline shall be defined in each specific case.

If the supplier fails, at the request of Spica Centar, to eliminate the observed deficiencies within the set deadline or if it is not possible, Spica Centar shall be entitled at its option to reduce the price for the delivered goods or cancel the agreement and return to the supplier the complete received goods, and claim the possibly paid price. In any case, Spica Centar shall be entitled to compensation of any possibly suffered damage in this regard. In case the supplier challenges the claim of Spica Centar that the quality of goods is improper, a sample of goods shall be sent for assessment to an independent third party trained for determining the quality of the subject goods in order to establish its quality, which will be selected in agreement with the supplier. The costs of quality assessment by an independent third party shall be paid in advance by both parties in equal amounts, and finally borne by the party the claim of which turns out to be incorrect.

The supplier shall inform Spica Centar of changes related to standards of quality and specifications, in writing. Intended changes shall not become effective for the delivery of goods to Spica Centar before their approval by Spica Centar, in writing.

Article 11: Guarantee

In case it is usual that the manufacturer issues a guarantee for delivered goods, the supplier shall deliver it to Spica Centar and Spica Centar shall accept it and use it throughout its term, in full scope of the rights stipulated by such a guarantee.

perioda njenog trajanja, u punom obimu prava predviđenih takvom garancijom.

Član 12: Odgovornost dobavljača za štetu

U slučaju da, usled upotrebe ili svojstva robe, a iz razloga koji su vezani za postupanje dobavljača ili neadekvatan kvalitet robe, bilo kom trećem licu bude naneta šteta ili bude potrebno da se kupljena roba povuče iz upotrebe, uništi ili na drugi način neutralizuje, ili se pružanjem usluge od strane dobavljača će u potpunosti biti odgovoran prema tom trećem licu.

Dobavljač se obavezuje da će obešteti Špica Centar i da ga neće teretiti za bilo kakve gubitke, štetu, takse, troškove, uključujući razuman advokatski honorar i potraživanja koja su rezultat nepoštovanja, neizvršavanja nepotpunog i/ili neblagovremenog izvršavanja obaveza koje dobavljač ima prema Špica centru.

Član 13: Zaštita od evikcije

Dobavljač garantuje da ne postoje nikakva prava trećih strana na robu koja je predmet prodaje (zaštita od evikcije).

Ukoliko ova prava ipak postoje, Špica Centar će, odmah po saznanju o postojanju prava, o tome obavestiti dobavljača i dati im razuman rok da ova prava otkloni, ili da mu o sopstvenom trošku isporuči robu bez pravnih nedostataka.

Ukoliko dobavljač ne postupi po zahtevu iz stava 2 u datom roku, Špica Centar će izabrati da li će raskinuti ugovor, vratiti stvar dobavljaču i tražiti povraćaj kupoprodajne cene, ili će tražiti samo umanjenje kupoprodajne cene, a u svakom slučaju će imati pravo i na naknadu štete.

Član 14: Otpremnica, pakovanje i obeležavanje robe

Forma i sadržina otpremnice i pakovanje i obeležavanje robe će biti uređeni u skladu sa

Article 12: Responsibility of Supplier for Damage

In the event that, due to the use or characteristics of goods, and for reasons related to conduct of suppliers or improper quality of goods, the damage is done to any third party or it is necessary to withdraw the purchased goods from use, destroy it or in any other way neutralize, or the damage is done to a third party by rendering service by the supplier, the supplier shall bear complete responsibility to that third party.

The supplier undertakes to indemnify Spica Centar and hold it harmless from any losses, damage, taxes, costs, including reasonable retainer fee and receivables which are the result of non-compliance, failure to meet, incomplete and/or untimely fulfilment of liabilities of the supplier to Spica centar.

Article 13: Protection from Eviction

The supplier guarantees that there are no third party rights on goods which are the subject of sales (protection from eviction).

If these rights nevertheless exist, Spica Centar will, immediately after becoming aware that the rights exist, inform the supplier thereof and give it a reasonable deadline to eliminate these rights, or to deliver goods without legal deficiencies at its own expense.

If the supplier fails to act according to the request from paragraph 2 within the given period, Spica Centar will choose whether to terminate the agreement, return the item to the supplier, and require refund of sales and purchase price, or it will require only the reduction of sales and purchase price, and it will be entitled to indemnification in any case.

Article 14: Dispatch Note, Packaging and Labelling of Goods

Form and the content of dispatch note and packaging and labelling of goods will be arranged in line with the instructions of Spica Centar, unless regulations of the

instrukcijama Špica Centra, osim ukoliko su propisima Republike Srbije ili zemlje porekla robe predviđena drugačija pravila u pogledu načina pakovanja i obeležavanja robe.

Dobavljač je dužan da poštuje propise koji se odnose na vrstu robe koju prodaje, odnosno vrstu usluge koju pruža, i saglasan je da će se pridržavati svih imperativnih odredaba koje bi se odnosile na međunarodno proglašena i priznata ljudska prava i uzdržavaće se od toga da na bilo koji način bude saučesnik u kršenju ljudskih prava. Dobavljač će poštovati lično dostojanstvo, privatnost i prava svakog pojedinca.

Član 15: Poštovanje zakona i propisa

Dobavljač potvrđuje i garantuje da će poštovati sve primenjive zakone i propise u skladu ili u vezi sa zaključenim ugovorom ili drugim sporazumom između njega i Špica Centra, kao i da će sve svoje aktivnosti koje su deo ugovorenog odnosa sprovesti na način koji je u saglasnosti sa svim važećim zakonima i propisima, usvojenim standardima i principima, uključujući ali ne ograničavajući se na sve važeće antikorupcijske i antimonopolističke zakone.

Dobavljač garantuje da, direktno ili indirektno, nije ponudio, izvršio niti obezbedio i da neće ponuditi, izvršiti niti obezbediti, bilo koji vid plaćanja ili koristi, državnim službenicima, klijentima, poslovnim partnerima, ili bilo kom drugom licu, a sa ciljem obezbeđivanja nedolične koristi ili nepoštene poslovne prednosti, uticaja ili podsticanja na privatno ili službeno odlučivanje, na ponašanje u pogledu propisivanja, ili u cilju navođenja na kršenje zakona, profesionalnih dužnosti ili standarda.

Dobavljač garantuje da neće vršiti podugovaranje, poveravanje ili ustupanje trećem licu, u celini ili delimično, bilo kojeg od svojih prava ili obaveza iz zaključenog ugovora, bez prethodnog pisanog odobrenja Špica Centra. Bez obzira na dato odobrenje od strane Špica Centra, dobavljač ostaje isključivo odgovoran za pravilan odabir i nadzor svojih podugovarača.

Republic of Serbia or the country of origin of goods stipulates different rules in view of the manner of packaging and labelling of goods.

The supplier is obliged to comply with all regulations pertaining to the type of goods it sells, i.e. service it renders and it has agreed to comply with all imperative provisions which would refer to the internationally pronounced and acknowledged human rights and it will refrain from being an accomplice in breaching of human rights in any way. The supplier will respect personal dignity, privacy and rights of every individual.

Article 15: Compliance with Laws and Regulations

The supplier confirms and guarantees that it will comply with all applicable laws and regulations in accordance with or in connection with the executed Agreement or another understanding between it and Spica Centar, as well as to perform all its activities which are a part of contractual relation in a way which is in compliance with all applicable laws and regulations, adopted standards and principles, including but not being limited to all applicable anti-corruption and anti-monopoly laws.

The supplier guarantees that, directly or indirectly, it has not offered, performed or provided and that it will not offer, perform or provide, any type of payment or benefit, to state officials, clients, business partners, healthcare professionals or any other persons, with the aim to provide improper benefit or unfair business advantage, influence or encouraging private or official decision-making, behaviour concernig prescribing, or with the aim to coax into breaking the law, professional duties or standards.

The supplier guarantees not to perform subcontracting, entrusting or assignment to a third party, as a whole or partially, of any of its rights or obligations from the executed agreement, without previous written approval of Spica Centar. Regardless of the approval given by Spica Centar, the supplier shall remain exclusively responsible for proper selection and surveillance of their subcontractors.

The supplier guarantees to strictly adhere to the laws

Dobavljač garantuje da će strogo poštovati zakone i propise u vezi sa pranjem novca, da će se čvrsto suprotstavljati svim oblicima pranja novca i da će preduzimati sve neophodne mere kako bi sprečio da se njegove finansijske transakcije koriste za pranje novca od strane drugih.

Dobavljač neće ni pod kakvim okolnostima prouzrokovati niti učestvovati u bilo kakvom kršenju propisa zaštite konkurencije, kao što su nezakonita saradnja u utvrđivanju cena, protivzakonita podela tržišta ili bilo kakvo drugo ponašanje koje predstavlja kršenje važećih propisa o zaštiti konkurencije.

Tokom perioda važenja ugovornog odnosa, kao i tokom jedne (1) godine posle raskida ili isteka ugovornog odnosa, Špica Centar, uz obaveštenje unapred dostavljeno dobavljaču i o isključivom trošku Špica Centra, imaće pravo da tokom redovnog radnog vremena pregleda i kopira knjige, evidenciju i druga dokumenta i materijale dobavljača, osim informacija o individualnim zaradama, isključivo da bi verifikovao da li je Dobavljač ispunio obaveze u pogledu usaglašenosti sa svim važećim zakonima i propisima, uključujući i sve važeće antikoruptionske i antimonopolističke zakone.

Član 16: Dozvole, saglasnosti i obaveze prema trećim licima

Dobavljač potvrđuje da ima sve potrebne saglasnosti i dozvole nadležnih državnih i drugih organa za izvršenje svojih obaveza prema Špica Centru i obavezan je da postupa u skladu sa istim i da ih održava na pravnoj snazi. Dobavljač se obavezuje da bez odlaganja i u svakom slučaju ne kasnije od 3 (tri) radna dana od saznanja, obavesti Špica Centar i dostavi sve izmene i dopune navedene saglasnosti i dozvola, koje su izdate od strane nadležnih državnih i drugih organa. U slučaju prestanka važnosti potrebnih saglasnosti i dozvola iz bilo kog razloga ili zabrane obavljanja delatnosti, dobavljač je obavezan da odmah o tome obavesti Špica Centar pisanim putem uz dostavljanje kopije dokumenata o tome i u tom slučaju saradnja prestaje da važi sa momentalnim dejstvom u srazmernom odnosu na robu, odnosno usluge za koje su saglasnosti i

and regulations concerning money laundering, to firmly oppose all forms of money laundering and to take all necessary actions to prevent others from using its financial transactions for money laundering.

The supplier will under no circumstances cause or participate in any breach of regulations on the protection of competition, such as unlawful cooperation in pricing, unlawful division of market or any other behaviour which represents a breach of applicable regulations on the protection of competition.

During the term of contractual relation, as well as during one (1) year after termination or expiry of contractual regulations, Spica Centar shall be entitled, with the notification delivered to the supplier beforehand and solely at the expense of Spica Centar, to examine and copy the books, records and other documents and materials of the supplier during regular working hours, except the information about individual salaries, only to verify whether the Supplier fulfilled obligations concerning compliance with all applicable laws and regulations, including all applicable anti-corruption and anti-monopoly laws.

Article 16: Licences, Consents and Obligations toward Third Parties

The supplier confirms that it has all necessary consents and licences of competent state and other authorities for fulfilling its obligations toward Spica Centar and it is obliged to act in line with them and to maintain them in legal force. The supplier undertakes to without delay and in any case no later than 3 (three) working days from finding out about it, inform Spica Centar and deliver to it all amendments and addenda to the indicated consents and licences, issued by competent state and other authorities. In case of expiry of validity of necessary consents and licences for any reason whatsoever or the prohibition of performing its activity, the supplier is obliged to immediately inform Spica Centar about it in writing, along with the delivery of copies of documents about it, and in that case cooperation will momentarily stop being valid proportionally in relation to the goods, i.e. services for which consents and licences have ceased being valid whereby Spica Centar is entitled to cancel cooperation completely and with immediate effect.

dozvole prestale da važe, s tim što Špica Centar ima prvo da otkáže saradnju u potpunosti i sa momentalnim dejstvom.

Dobavljač garantuje i potvrđuje da nema bilo kakve obaveze prema bilo kojim trećim licima koje bi ga na bilo koji način sprečavale i ometale u izvršenju svojih obaveza prema Špica Centru.

Član 17: Tretman pratećih dokumenata i dodataka

Dokumenta i dodaci, koje Špica Centar obezbeđuje dobavljaču (npr. uzorci, planovi, filmovi, instrumenti i modeli) u cilju efikasnog izvršenja obaveza dobavljača prema Špica Centru ostaju vlasništvo Špica Centra i tretiraće se kao poverljivi.

Nakon ispunjenja porudžbine, sva dokumenta i dodaci, uključujući i njihove eventulane kopije, moraju biti odmah vraćeni Špica Centru, osim ako je drugačije dogovoreno pisanim putem ili je to potrebno za vršenje daljih porudžbina prema Špica Centru.

Ukoliko je deo postupka nabavke izrada potrebnih dokumenata ili dodataka, smatraće se da je Špica Centar stekla pravo svojine nad njima trenutkom njihove izrade.

Dokumenta i dodaci se ne smeju koristiti za bilo koje druge svrhe, a naročito ne smeju biti učinjeni dostupnim trećoj strani, ili se koristiti radi izvršenja obaveza dobavljača prema trećim licima, osim u slučaju davanja prethodne pisane saglasnosti od strane Špica Centra. Izuzetno, oni se mogu koristiti za proizvodnju proizvoda, odnosno pružanje usluga za potrebe Špica centra, po osnovu drugih porudžbina, i bez prethodne pisane saglasnosti.

Član 18: Viša sila

Pod "višom silom" u smislu Opštih uslova smatraju se bilo koje okolnosti van razumne kontrole Špica Centra i/ili dobavljača, uključujući, ali se ne ograničavajući na sve vrste elementarnih nepogoda, društvenih i političkih događaja, naredbi i propisa donetih od strane zvaničnih državnih organa, koji se nisu mogli

The supplier guarantees and confirms that it has no obligations to any third parties which would prevent it in any way or interfere in the performance of its obligations toward Spica Centar.

Article 17: Treatment of Accompanying Documents and Appendices

Documents and appendices, provided by Spica Centar to the supplier (e.g. samples, plans, films, instruments and models) for the purpose of efficient fulfillment of obligations of the supplier to Spica Centar will remain Spica Centar's property and treated as confidential.

After fulfilling the order, all documents and appendices, including their possible copies, must be returned to Spica Centar immediately, unless otherwise agreed in writing or required for further orders toward Spica Centar.

If preparation of necessary documents or appendices is part of the procurement procedure, it will be considered that Spica Centar has gained the ownership right over them at the moment of their preparation.

Documents and appendices must not be used for any other purpose, and they particularly cannot be made available to a third party, or be used for the fulfillment of obligations of supplier toward third parties, except in the case of giving a previous written consent by Spica Centar. Exceptionally, they can be used for the production of products, i.e. providing of services for the needs of Spica centar on the basis of other orders, and without previous written consent.

Article 18: Force Majeure

'Force majeure' in view of these General Terms implies any circumstances outside reasonable control of Spica Centar and/or suppliers, including, but not being limited to all types of natural disasters, social and political events, orders and regulations passed by official state authorities, which could not have been foreseen at the moment of ordering, and are of such nature that they significantly obstruct regular business

predvideti u trenutku narudžbine, a takve su prirode da u značajnoj meri remete redovno poslovanje ugovorenih strana, i objektivno ih onemogućuju u izvršenju obaveza.

Pod "višom silom" se neće smatrati događaji koji se mogu podvesti pod neku od gore navedenih kategorija, ali koji nisu tog obima da utiču na redovno poslovanje Špica Centra ili dobavljača ili oni koji su se mogli predvideti u trenutku narudžbine.

U slučaju nastupanja više sile, strana kod koje je ona nastupala je dužna da o tome bez odlaganja obavesti drugu stranu, i o tome dostavi dokaz, ukoliko nije u pitanju opštepoznata okolnost.

Ukoliko se druga strana s tim saglasi, obe strane će, čim je to moguće, dogovoriti modalitete daljeg postupanja. Strana kod koje je viša sila nastupila će tokom perioda trajanja više sile biti oslobođena svih svojih obaveza po osnovu porudžbine, a rokovi predviđeni ovim Opštim uslovima i/ili porudžbenicom neće teći.

Ipak, u slučaju da viša sila na strani dobavljača traje u periodu dužem od 3 meseca, te se zbog toga porudžbina ne može realizovati, Špica Centar će imati pravo da otkáže porudžbinu i biće oslobođena svih svojih obaveza po osnovu iste, a imaće pravo na povraćaj svih eventualno prethodnih plaćenih iznosa cene.

Član 19: Poverljivost

Dobavljač je u obavezi da održava poverljivim svoj odnos prema Špica Centru, i da detalje tog odnosa ne otkriva trećim licima, uključujući druga društva koja su članovi njegovog poslovnog sistema, kao i zaposlene koji nisu neposredno bili uključeni u Poslovni odnos sa Špica Centrom, osim po prethodno pisanoj saglasnosti Špica Centra.

Dobavljač će biti u obavezi da čuva kao poslovnu tajnu svu dokumentaciju, podatke i druge informacije koje mu budu učinjene dostupnim od strane Špica Centra na bilo koji način (pisanim putem, usmeno, vizuelno i/ili u elektronskoj formi), te da Špica centru nadoknadi svu eventualnu štetu koja može nastati povredom ove obaveze.

operations of contractual parties, and objectively prevent them from fulfilling their obligations.

'Force majeure' will not imply events which can be classified as some of the above indicated categories, but which are not of such scope so as to influence the regular business operations of Spica Centar or supplier or those which could have been foreseen at the moment of ordering.

In case of occurrence of force majeure, the party at which it occurred is obliged to inform the other party about it without delay, and to submit evidence about it, unless it is a generally known circumstance.

If the other party agrees with it, both parties will agree on the modalities of further actions as soon as possible. The party at which the force majeure occurred will be free from all of its obligations on the basis of the order for the duration of force majeure, and time periods envisaged by these General Terms and/or order form will not be taken into account.

However, if the force majeure on part of the supplier lasts for a period exceeding 3 months and therefore the order cannot be fulfilled, Spica Centar will be entitled to cancel the order and it will be free from all of its obligations on the basis of the order, and it will be entitled to a refund of all possibly previously paid amounts of price.

Article 19: Confidentiality

The supplier is obliged to keep its relation with Spica Centar confidential, and not to disclose the details of that relation to third parties, including other companies which are members of its business system, as well as employees who were not directly involved in the business relation with Spica Centar, unless upon previous written consent of Spica Centar.

The supplier will be obliged to keep as business secret all documentation, data, and other information made available by Spica Centar in any way (in writing, verbally, visually and/or in electronic form), and to compensate Spica centar for any possible damage which may occur due to a breach of this obligation.

Ukoliko je predmet nabake bila proizvodnja proizvoda za potrebe Špica Centra, ovaj proizvod ne može biti pomenut, ilustrovan ili se na njega ne može aludirati u propagandi dobavljača, bez prethodnog pisanog odobrenja Špica centra.

Odredbe ovog člana se neće primenjivati na dobavljače sa kojima već postoje zaključeni Ugovori o čuvanju poslovne tajne.

Član 20: Odredbe o osiguranju i bezbednosti

U slučaju da se deo narudžbine izvršava u poslovnim prostorijama Špica Centra, dobavljač će biti u obavezi da se osigura od svih šteta koje bi mogle da nastanu iz takvog posla, a naročito od štete koja bi mogla nastati na njegovim zaposlenima ili imovini Špica Centra.

Zaposleni dobavljača su obavezni da se za vreme boravka u poslovnim prostorijama Špica Centra pridržavaju instrukcija za lica zaduženih za bezbednost.

Član 22: Razno

Potvrđivanje pojedinog potraživanja dobavljača po osnovu pojedinačne isporuke neće se smatrati potvrdom svih potraživanja tog dobavljača, niti će imati uticaja na njihov pravni status.

Za sve sporove koji nastaju odnosima sa dobavljačima, biće nadležan Privredni sud sa sedištem u Beogradu. Merodavno pravo će biti pravo Republike Srbije, bez pozivanja na pravila o rešavanju sukoba zakona. Primena odredbi Konvencije Ujedinjenih nacija o ugovorima u međunarodnoj prodaji robe je isključena.

Nevaženje, neprimenjivost ili odricanje od primene bilo koje od odredbi ovih Opštih uslova neće uticati na važenje ili primenu ostalih odredaba. Umesto takve odredbe, primeniće se odredba koja će ostvariti njenu komercijalnu nameru.

Ovi opšti uslovi stupaju na snagu i primenjuju se od 01.06.2020. a istog datuma su objavljeni i na zvaničnom sajtu Špica centra www.spica.rs

If the production of products for the needs of Spica Centar was the subject of procurement, this product cannot be mentioned, illustrated, or alluded to in the supplier's advertising without previous written approval of Spica centar.

Provisions of this article shall not apply to suppliers with which the Confidentiality Agreements have already been entered into.

Article 20: Provisions on Insurance and Security

If a part of the order is carried out on the business premises or plants of Spica Centar, the supplier will be obliged to insure itself against all damages which might occur from such transaction, and especially against the damage which might occur to its employees or property of Spica Centar.

The supplier's employees are obliged to follow the instructions of persons in charge of security during their stay on the business premises or plants of Spica Centar.

Article 22: Miscellaneous

Confirmation of individual receivables of the supplier based on individual delivery shall not be deemed confirmation of all receivables of that supplier, and it shall have no effect on their legal status.

The Commercial Court with the seat in Belgrade shall have jurisdiction for all disputes arising from relations with the suppliers. The law of the Republic of Serbia shall apply, without referring to the rules on resolving the conflict of laws. Provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

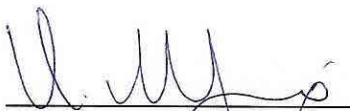
Non-validity, non-applicability or waiver from applying any of the provisions of these General Conditions shall not affect the validity or application of other provisions. Instead of such provision, a provision which will achieve its commercial intention shall be applied.

These General Terms shall become effective and be applied as of June 1st, 2020 and they shall be published on the official website of Spica centar

čime ranije verzije prestaju da proizvode dalja
pravna dejstva.

www.spica.rs on the same date, by which the previous
versions shall cease to have further legal effects.

Špica centar d.o.o.



Rade Matijević
Direktor

