

Opšti uslovi nabavke investicionih dobara i usluga društva Hansgrohe Srbija

Za upotrebu u poslovnim transakcijama između preduzeća - važe od jula 2022

General Terms and Conditions of Purchase for Investment Goods and Services of Hansgrohe SERBIA

For use in business transactions between enterprises - valid from 07/2022

I. Opšte

- Ovi „Opšti uslovi nabavke investicionih dobara i usluga društva Hansgrohe Srbija” primenjuju se pored „Opštih uslova nabavke društva Hansgrohe Srbija”, sa izmenama <https://www.hansgrohe-group.com/de/lieferanten/zusammenarbeit-mit-hansgrohe>
- U slučaju da navedeni uslovi sadrže kontradiktorne odredbe, prednost imaju „Opšti uslovi nabavke investicionih dobara i usluga društva Hansgrohe Srbija”.
- Porudžbine se po pravilu ispostavljaju na osnovu SAP porudžbine. Naknadne izmene i/ili prilagođavanja mora ponuditi Dobavljač, u pisanom obliku. Za validnost porudžbina zahteva se zvanična SAP porudžbina. Izuzeci se prave kada je reč o uslugama (npr. montažni sistemi, specijalne mašine, itd.), koje se kontinuirano prilagođavaju tokom perioda razvoja i konstruisanja. Ovdje izmene moraju biti dokumentovane na spisku napredovanja radova. Nakon što je usluga pružena, SAP porudžbina se mora na odgovarajući način prilagoditi. Kada ustanovi bilo kakve izmene u rokovima i troškovima, Dobavljač o njima mora obavestiti Hansgrohe u pisanom obliku. Da bi izmena/prilagođavanje bili validni, moraju se dokumentovati na spisku napredovanja radova društva Hansgrohe, uz potpis Dobavljača.
- Po pravilu, u vreme puštanja u rad ne zaključuju se dodatni usmeni dogovori.

II. Ponuda, dokumentacija ponude

- Ponude za Hansgrohe Srbija uvek moraju biti sačinjene besplatno i u evrima i dinarima. Osim ako u pozivu za podnošenje ponuda nije drugačije predviđeno, ponuda mora biti sačinjena sa fiksnom cenom koja uključuje sve usluge na paritetu DDP Hansgrohe Srbija (Incoterms 2010). U skladu sa zakonskim odredbama, garantni rok je 24 meseca nakon što je roba u potpunosti isporučena odnosno usluga u potpunosti pružena.
- U ponudi moraju biti navedene sve pojedinosti faktora troškova. Ponude moraju sadržati i rokove isporuke od datuma porudžbine. Isto tako, period u kojem je ponuda obavezujuća mora biti bar 90 dana.

I. General

- These “General Terms and Conditions of Purchase for Investment Goods and Services of Hansgrohe Serbia” apply in addition to the General Terms and Conditions of Purchase of Hansgrohe Serbia as amended <https://www.hansgrohe-group.com/de/lieferanten/zusammenarbeit-mit-hansgrohe>
- In the event of contradictory provisions in the two aforementioned conditions, the provisions of the “General Terms and Conditions of Purchase for Investment Goods and Services” shall take precedence.
- Orders are generally placed on the basis of an SAP order. Subsequent changes and/or adjustments to an order must be offered by the Supplier in writing. An official SAP order from Hansgrohe is required for validity. An exception is made with regard to services (e.g. assembly systems, special machines, etc.), which are subject to continuous adjustment during the development and creation period. The changes must be documented here in a progress list. After provision of the service, the SAP order must then be adjusted accordingly. After becoming aware of them, any changes to deadlines and costs must be submitted in writing to Hansgrohe by the Supplier. In order for a change/adjustment to be valid, it must be documented in Hansgrohe’s progress list and signed by the Supplier.
- As a general rule, verbal ancillary agreements are not made at the time of commissioning.

II. Quotation, quotation documents

- Quotations in any form must always be prepared for Hansgrohe Serbia free of charge and in euros and Serbian Dinar. Unless otherwise stipulated in the invitation to submit a quotation, the quotation must be prepared as a fixed price incl. all services at the DDP deployment location of Hansgrohe Serbia (Incoterms 2010). In accordance with the statutory provisions, the warranty period is 24 months after performance has been provided in full.
- All cost factors must be listed in detail in the quotation. The quotations must also state the delivery times from the order date. The binding period for a quotation must also be at least 90 days.

<p>3. Bez izričite pisane saglasnosti društva Hansgrohe Srbija zabranjen je bilo kakav prenos ili pohranjivanje podataka odnosno dokumenata koje Hansgrohe Srbija dostavi za pripremu ponuda, u papirnom ili elektronskom obliku odnosno bilo kojem drugom obliku, za druge svrhe osim za pripremu same porudžbine.</p>	<p>3. Any kind of transfer or storage of data or documents provided by Hansgrohe Serbia for the preparation of quotations, whether in written form, electronic form or any other form, for purposes other than the preparation of the quotation itself, is prohibited without the express written consent of Hansgrohe Serbia.</p>
<p>III. Zaključivanje ugovora</p>	<p>III. Conclusion of the contract</p>
<p>1. Poručivanje se vrši isključivo u obliku pisane SAP porudžbine. Potvrda te porudžbine mora biti u obliku potpisane izvorne porudžbine. Potvrdu porudžbine Hansgrohe Srbija mora dobiti u roku od 7 dana od datuma porudžbine, sa obavezujućim informacijama o roku isporuke, broju porudžbine i cenama. Odstupanja od porudžbine moraju biti izričito navedena i priložena uz potvrdu porudžbine. U tom slučaju, porudžbina se zaključuje samo ako se Hansgrohe Srbija, u pisanom obliku, saglasi sa odstupanjima.</p>	<p>1. Commissioning takes place exclusively in the form of a written SAP order. The confirmation for this order must be in the form of the original signed order. The order confirmation must be received by Hansgrohe Serbia within 7 days of the order date with binding information relating to the delivery time, order number and prices. Deviations from the order must be explicitly listed and attached to the order confirmation. In this case, the order shall only be concluded if Hansgrohe Serbia agrees to the deviations in writing.</p>
<p>2. Ako Hansgrohe Srbija u roku od 7 dana ne dobije potvrdu porudžbine, to će se smatrati bezuslovnom potvrdom porudžbine u skladu sa porudžbinom.</p>	<p>2. If Hansgrohe Serbia does not receive an order confirmation within 7 days, this is to be regarded as an unconditional order confirmation in accordance with the order.</p>
<p>3. Hansgrohe Srbija ima pravo da, u bilo kom trenutku, izmeni obim isporuke i usluga u vezi sa porudžbinom. Hansgrohe Srbija i dobavljač moraju se sporazumeti o tehničkoj izvodljivosti željenih izmena. Dobavljač u što kraćem roku obaveštava Hansgrohe Srbija o dodatnim ili smanjenim troškovima koji nastaju usled zahteva za izmenom i o bilo kakvom uticaju na rokove, pre nego što Hansgrohe Srbija donese konačnu odluku u vezi sa sprovođenjem izmene.</p>	<p>3. Hansgrohe Serbia has the right to change the scope of supply and services relating to the order at any time. Hansgrohe Serbia and the Supplier shall reach an agreement concerning the technical feasibility of the desired changes. The Supplier shall inform Hansgrohe Serbia as soon as possible of additional or reduced costs arising from the change requests and of any influences related to deadlines before Hansgrohe Serbia makes the final decision regarding the implementation of the change.</p>
<p>4. Sprovođenje izmene Hansgrohe Srbija odobrava putem dodatka odgovarajuće porudžbine. Dobavljač je dužan da sve dodatne usluge koje proizlaze iz izmena pruži po tržišnim cenama i da, na zahtev, o tome dostavi dokaze. Ako Dobavljač i Hansgrohe ne mogu da postignu kratkoročnu saglasnost u pogledu uticaja na troškove i kašnjenje u postizanju saglasnosti u vezi sa troškovima ugrožava ugovorene rokove, Dobavljač, na zahtev društva Hansgrohe, vrši avansna plaćanja uz zahtev za izmenu nakon tehničkog pojašnjenja.</p>	<p>4. Hansgrohe Serbia shall approve the implementation of the change by means of an addendum to the respective order. The Supplier shall provide all additional services resulting from the changes at market prices and shall provide evidence of this on request. If no short-term agreement can be reached between the Supplier and Hansgrohe concerning a cost-related effect and the delayed cost agreement jeopardises the agreed deadlines, the Supplier shall, at Hansgrohe's request, make advance payments with the change request following technical clarification.</p>
<p>5. Ako Dobavljač i Hansgrohe Srbija ne mogu da postignu saglasnost u pogledu uticaja izmena i stoga angažovanje nezavisnog stručnjaka postane nužno, svaka Strana snosi polovinu tako nastalih troškova.</p>	<p>5. If no agreement can be reached between the Supplier and Hansgrohe Serbia regarding the effects of the changes and an independent expert therefore becomes necessary, the Parties shall each bear half of all costs incurred as a result.</p>
<p>IV. Cene</p>	<p>IV. Prices</p>
<p>1. U slučaju investicionih dobara, cena iskazana u ponudi mora biti fiksna cena. Ona se može menjati samo na osnovu izmena porudžbine i odgovarajuće pismene ponude Dobavljača date društvu Hansgrohe.</p> <p>2. Kada je reč o uslugama, cena navedena u porudžbini je maksimalna cena. Ona se ne sme prekoračiti bez pisane potvrde društva Hansgrohe Srbija. Prekoračenje tog ograničenja bez prethodne pisane saglasnosti društva Hansgrohe dovešće do toga da iznos u celosti snosi Dobavljač. Usluge koje se poručuju naložima za delimičnu</p>	<p>1. In the case of investment goods, the price shown must be offered as a fixed price. It may only be changed on the basis of order changes and the corresponding written quotation from the Supplier to Hansgrohe.</p> <p>2. In the case of services, the price indicated in the order shall be the maximum price. It may not be exceeded without the written confirmation of Hansgrohe. Exceeding this limit without the prior written consent of Hansgrohe Serbia will result in the sum being borne in full by the Supplier. Services that are ordered as call-off quotas or</p>

<p>isporuku ili se ne mogu precizno definisati u pogledu vremena moraju se naplatiti u satima ili danima, u skladu sa stvarno izvršenim radovima. Usluge koje nisu poručene ističu bez supstitucije na kraju roka isporuke. Osim ako u SAP porudžbini nije drugačije ugovoreno, svi dodatni troškovi, kao što su putni troškovi, troškovi smeštaja, itd, uključeni su u ponudenu cenu.</p>	<p>cannot be precisely defined in terms of time must be billed on an hourly or daily basis according to the work actually performed. Services that have not been ordered shall expire without substitution at the end of the delivery date. Unless otherwise agreed in the SAP order, all additional costs such as travel and hotel costs, expenses, etc. are included in the quotation price.</p>
<p>V. Fakturisanje</p>	<p>V. Invoicing</p>
<p>Fakture se moraju izdavati za svaku porudžbinu, nakon što je roba u potpunosti isporučena odnosno usluga u potpunosti pružena. Fakture su važeće samo u izvornom obliku i, pored opisa porudžbine, moraju sadržati broj porudžbine. U slučaju delimične fakture, uvek se mora navesti ukupan iznos. Moraju se navesti delimična plaćanja koja su već izvršena. U slučaju avansnih plaćanja (npr. za mašine ili sisteme) koja nisu prebijena sa odgovarajućom ekvivalentnom vrednošću u društvu Hansgrohe SE, безусловna potvrda porudžbine mora biti raspoloživa najkasnije po prijemu fakture. One moraju biti u obliku supotpisane izvorne porudžbine, kao i neposredno izvršive garancije za vraćanje avansa u iznosu avansnog plaćanja, koja je plativa na prvi poziv i na neodređeno vreme. Porez na dodatu vrednost mora biti posebno iskazan.</p>	<p>Invoices must only be issued for each order after performance has been provided in full. Invoices are only valid in their original form and must contain the order number in addition to the order description. In the case of a partial invoice, reference must always be made to the total amount. The partial payments that have already been made must be stated. In the case of advance payments (e.g. for machines or systems), which are not offset by a corresponding equivalent value at Hansgrohe SE, an unconditional order confirmation (of this order) must be available no later than upon receipt of the invoice. This shall take the form of a countersigned original order, as well as a directly enforceable advance payment guarantee for the amount of the advance payment, which is valid upon first request and for an unlimited period. Value added tax must be shown separately.</p>
<p>VI. Uslovi plaćanja</p>	<p>VI. Terms of payment</p>
<p>1. U slučaju pojedinačnih porudžbina koje uključuju isporuku bez dodatnih usluga, kao što su instalacija, puštanje u rad ili prijem, plaćanje dospeva nakon potpune i ispravne isporuke u skladu sa SAP porudžbinom i po prijemu fakture od strane Hansgrohe.</p>	<p>1. In the case of individual orders that include delivery without further services such as installation, commissioning or acceptance, payment is due after complete and correct delivery in accordance with the SAP order and following receipt of the invoice by Hansgrohe.</p>
<p>2. U slučaju porudžbina čija ukupna vrednost ne prelazi 25.000 EUR, za koje su naručene i dodatne usluge kao što su instalacija, montaža, puštanje u rad ili prijem, fakture dospeva na plaćanje nakon što je usluga pružena u celosti i po prijemu fakture od strane Hansgrohe.</p>	<p>2. In the case of orders with a total order value of up to EUR 25,000 for which additional services such as installation, assembly, commissioning or acceptance have also been ordered, the invoice is due for payment following complete provision of the service and receipt of the invoice by Hansgrohe.</p>
<p>3. Za porudžbine u iznosu većem od 25.000 EUR, a manjem od 50.000 EUR, 80% usluge poručene prema SAP porudžbini dospeva na plaćanje nakon isporuke i prijema fakture. Konačna fakture dospeva na plaćanje nakon potpunog pružanja svih usluga poručenih prema SAP porudžbini i po prijemu fakture od strane Hansgrohe.</p>	<p>3. For orders over EUR 25,000 and up to EUR 50,000, a maximum of 80% of the service ordered according to the SAP order is due for payment following delivery and receipt of the invoice. Payment of the final invoice is due after complete provision of all services commissioned according to the SAP order and after receipt of the invoice by Hansgrohe.</p>
<p>4. Za porudžbine preko 50.000 EUR primenjuju se sledeći uslovi plaćanja:</p> <p>a. 30% u slučaju безусловne potvrde porudžbine (ove porudžbine) u vidu supotpisane izvorne porudžbine i postojanja neposredno izvršive i neograničene garancije za vraćanje avansa izdate od strane vodeće banke, štedionice ili društva za osiguranje kredita u iznosu ove rate, kao i dostavljanja delimične fakture. Ako je izdata od strane banke osnovane u Republici Srbiji, bankarska garancija iz ove tačke a. će biti neopoziva, безусловna, na prvi poziv i izdata od strane prvoklasne banke u formi prihvatljivoj za Hansgrohe.</p>	<p>4. The following terms of payment apply to orders over EUR 50,000:</p> <p>a. 30% in the case of an unconditional order confirmation (of this order) in the form of the countersigned original order and the existence of a directly enforceable and unlimited advance payment guarantee from a major bank, savings bank or credit insurance company for the amount of this instalment as well as presentation of the partial invoice. If issued by a bank incorporated in the Republic of Serbia, the bank guarantee referred to under this point a. will be irrevocable, unconditional, on the first-demand and issued by a reputable bank in the form acceptable to Hansgrohe.</p>

<p>Ako se poručene isporuke ne izvrše u skladu sa ugovorom, Dobavljač je dužan da društvu Hansgrohe vrati uplaćeni avans.</p> <p>Nakon izvršenja navedene porudžbine, Hansgrohe je dužan da vrati potvrdu o bankarskoj garanciji. Sa tim vraćanjem potvrde o bankarskoj garanciji, ističe obaveza po garanciji.</p> <p>Svaka izmena ili dopuna ugovora o bankarskoj garanciji, kao i sporazum o njenom otkazivanju moraju biti u pisanom obliku. Odstupanja od navedenog zahteva u pogledu pisanog oblika dozvoljena su samo kada je ispoštovana pisana forma</p> <p>Bankarska garancija mora biti u skladu sa zakonom Republike Srbije, a sporove može rešavati nadležan sud u Beogradu</p> <p>b. 50% nakon isporuke i uspešnog preliminarnog prijema mašine/sistema u prostorijama Izvođača, kao i po prijemu delimične fakture.</p> <p>c. 20% nakon konačnog prijema na navedenoj adresi isporuke, a najkasnije 4 nedelje nakon isporuke, ako se prijem nije mogao izvršiti iz razloga koji se očigledno mogu pripisati društvu Hansgrohe, kao i po dostavljanju konačne fakture.</p>	<p>If the ordered deliveries are not carried out in accordance with the contract, the Supplier is obliged to repay Hansgrohe the advance payment that has been made.</p> <p>Hansgrohe shall return the bank guarantee certificate following execution of the above-mentioned order. The guarantee obligation shall expire with this return of the bank guarantee certificate.</p> <p>Any amendment or supplement to the bank guarantee agreement as well as an agreement concerning its cancellation must be made in writing. Deviations from this written form requirement are only permitted if the written form is complied with.</p> <p>The bank guarantee must be subject to Serbian law; the exclusive place of jurisdiction of competent court in Belgrade.</p> <p>b. 50% following delivery and successful preliminary acceptance of the machine/system at the Contractor's premises as well as receipt of the partial invoice.</p> <p>c. 20% following final acceptance at the stated delivery address, but no later than 4 weeks after delivery, if acceptance was not able to take place for reasons demonstrably attributable to Hansgrohe, as well as the presentation of the final invoice.</p>
<p>5. Kraj perioda akumulacije (EOAP) 60 po pravilu se ugovara između Dobavljača i društva Hansgrohe kao datum dospeća za plaćanje nakon datuma dospeća i nakon što Hansgrohe primi fakturu. Hansgrohe prikuplja sve fakture Dobavljača za kapitalna dobra i usluge tokom meseca u kojem je usluga u potpunosti pružena, u skladu sa SAP porudžbinom („Period akumulacije“). Rok plaćanja je 60 dana i počinje da teče na kraju perioda prikupljanja (EOAP), pod uslovom da je usluga pružena u skladu sa dogovorenim specifikacijom.</p> <p>Kako bi se smanjilo administrativno opterećenje, plaćanja od strane društva Hansgrohe vršiče se 5. kalendarskog dana drugog kalendarskog meseca nakon perioda prikupljanja.</p>	<p>5. The End of Accumulation Period (EOAP) 60 is generally agreed between the Supplier and Hansgrohe as the due date for payment following the due date and receipt of invoice by Hansgrohe. All invoices for capital goods and services of the Supplier shall be collected by Hansgrohe over the calendar month in which the service was provided in full, in accordance with the SAP order ("Accumulation period"). The payment period is 60 days and starts at the end of the collection period (EOAP), provided that the service meets the agreed specification.</p> <p>In order to reduce the administrative effort, payments on the part of Hansgrohe will be made on the 5th calendar day of the second calendar month after the collection period.</p>
<p>VII. Datumi isporuke i rokovi, docnja</p> <p>1. Dogovoreni datumi iz porudžbina smatraju se fiksnim datumima i obavezujući su. To važi i za privremene rokove, kao što su preliminarni pijem, delimične isporuke, puštanje u rad i prijem, itd. Čim shvati da neće moći da pruži uslugu na vreme, dobavljač mora odmah obavestiti nadležni sektor nabavke društva Hansgrohe. Ako je Dobavljač u docniji, nakon prethodnog upozorenja, Hansgrohe može zahtevati ugovornu kaznu u iznosu od 0,5% za svaku započetu nedelju, ali u iznosi ne većem od 5% neto vrednosti porudžbine koja je predmet docnje. U svim drugim slučajevima, dodatno se primenjuju zakonske odredbe o neispunjavanju obaveza. Plaćena ugovorna kazna se prebija sa daljom štetom prouzrokovanom docnjom društva Hansgrohe SE.</p>	<p>VII. Delivery dates and deadlines, arrears</p> <p>1. Agreed dates in orders are considered as fixed dates and are binding. This also applies to interim deadlines such as preliminary acceptance, partial deliveries, commissioning and acceptance, etc. The Supplier must inform the responsible purchasing department of Hansgrohe immediately as soon as they realise that they will not be able to provide the service on time. If the Supplier is in arrears, Hansgrohe may demand a contractual penalty amounting to 0.5% per commenced week, but no more than 5% of the respective net order value affected by the arrears, following prior warning. In all other cases, the statutory default provisions shall additionally apply. The paid contractual penalty shall be offset against further damages caused as a result of arrears on the part of Hansgrohe SE.</p>

<p>2. Društvo Hansgrohe SE nije dužno da primi robu odnosno usluge pre dogovorenog datuma isporuke.</p>	<p>2. Hansgrohe SE is not obliged to accept or accept goods or services before the agreed delivery date.</p>
<p>VIII. Odgovornost</p> <p>Osim ako nije izričito ugovoreno drugačije, Dobavljač je odgovoran u skladu sa zakonskim odredbama Republike Srbije.</p>	<p>VIII. Liability</p> <p>Unless expressly agreed otherwise, the Supplier shall be liable in accordance with the statutory provisions of the Republic of Serbia.</p>
<p>IX. Popravke</p> <p>1. Dobavljač je dužan da odmah ukloni nedostatke nastale u garantnom roku, u dogovoru sa projektnim menadžmentom društva Hansgrohe Srbija. U načelu, otklanjanje nedostataka se mora izvršiti narednog dana od dana pisanog obaveštenja, osim ako sa društvom Hansgrohe nije drugačije dogovoreno. Sve troškove nastale tokom otklanjanja nedostatka snosi Dobavljač.</p>	<p>IX. Rectification</p> <p>1. The Supplier is obliged to immediately rectify the defects occurring during the warranty period in agreement with Hansgrohe Serbia's project management. In principle, the rectification of defects must take place on the day following the written notification, unless Hansgrohe has agreed otherwise. All costs incurred in the course of rectifying the defect shall be borne by the Supplier.</p>
<p>2. Ako je Dobavljač u docnji sa otklanjanjem nedostatka, Hansgrohe Srbija ima pravo da sam ukloni nedostatak ili da za otklanjanje nedostatka angažuje treću stranu. Sve tako nastale proverljive troškove snosi Dobavljač.</p>	<p>2. If the Supplier is in default with the rectification of a defect, Hansgrohe Serbia shall be entitled to rectify the defect itself or have it rectified by a third party. The Supplier shall bear all the verifiable costs incurred in this respect.</p>
<p>X. Pravila i smernice</p> <p>1. Usluge moraju biti pružene u skladu sa priznatim pravilima tehnologije važećim na dan isporuke, u skladu sa opštim zakonima i drugim propisima nadzornih organa, strukovnih udruženja i postojećim propisima i smernicama koji se odnose na izvršenje, bezbednost i zdravlje na radu, kao i protivpožarnu zaštitu, zaštitu životne sredine i zaštitu od emisija. Usluge moraju biti u skladu sa ovim pravilima, propisima i smernicama i svim njihovim delovima.</p>	<p>X. Rules and guidelines</p> <p>1. The service must be provided in accordance with the recognised rules of technology that are applicable on the day of delivery, in accordance with the general laws and regulations of the supervisory authorities, the professional associations and the existing regulations and guidelines with regard to execution, occupational health and safety, as well as fire protection, environmental protection and protection against emissions. The service must comply with these rules, regulations and guidelines in all its components.</p>
<p>2. Svi propisani zakonski i službeni dokumenti koje Hansgrohe Srbija zahteva za korišćenje poručenih mašina, sistema ili usluga moraju se predati društvu Hansgrohe u pisanom ili elektronskom obliku, na zahtev, a najkasnije nakon isporuke.</p>	<p>2. All prescribed legal and official documents that Hansgrohe Serbia requires for the use of the ordered machine(s), system(s) or service(s) must be handed over to Hansgrohe in writing or in electronic form, on request, and upon delivery at the latest.</p>
<p>3. Mašine i sistemi moraju biti u skladu i sa svim važećim nacionalnim, kao i evropskim direktivama i imati CE znak. U slučaju komponenti koje su sastavni deo mašine ili sistema, deklaracija o usaglašenosti i kompletna dokumentacija koja je potrebna za CE deklaraciju o usaglašenosti u pogledu mašine ili sistema u celini, predstavljaju deo porudžbine. Kompletna dokumentacija se mora dostaviti i u papirnom i u elektronskom obliku, na nemačkom jeziku i - u slučaju isporuke izvan Nemačke - na engleskom jeziku, a na zahtev, i na odgovarajućem nacionalnom jeziku.</p>	<p>3. Machines and systems must also comply with all applicable national and European directives and be CE-marked. In the case of components that are part of an overall machine or system, a declaration of conformity and the complete documentation required for a CE declaration of conformity with regard to the overall machine or system are part of the order. The complete documents must be supplied both in paper and electronic form in German and - in the case of delivery outside Germany - in English and, on request, in the respective national language.</p>
<p>4. Kao osnovno načelo, uvek se moraju poštovati zakonski zahtevi i smernice specifični za određenu zemlju u koju se isporuka vrši u skladu sa porudžbinom, čak i ako oni nisu izričito navedeni u zahtevu / funkcionalnoj specifikaciji ili u porudžbini.</p>	<p>4. As a basic principle, the current country-specific legal requirements and guidelines of the country to which delivery is to be made in accordance with the order must always be complied with, even if these are not explicitly listed in the requirement/functional specification or in the order.</p>
<p>5. Na zahtev, Dobavljač je dužan da društvu Hansgrohe Srbija dostavi priručnike, analize bezbednosti, deklaracije o usaglašenosti i drugu dokumentaciju u vezi sa predmetom isporuke, bez naknade.</p>	<p>5. Upon request, the Supplier shall provide Hansgrohe Serbia with manuals, safety analyses, declarations of conformity and other documents relating to the delivery item, free of charge.</p>

XI. Kodeks ponašanja	XI. Code of Conduct
<p>1. Kada se porudžbina realizuje u prostorijama Klijenta, mora se poštovati „Kodeks bezbednosti i ponašanja za eksterne kompanije“, sa izmenama (https://www.hansgrohe-group.com/de/). Dobavljač je dužan da o navedenom obavesti svoje zaposlene kojima je poverio izvršenje porudžbine.</p>	<p>1. When fulfilling an order on the Client’s premises, the “Safety and Code of Conduct for External Companies” as amended must be observed (https://www.hansgrohe-group.com/de/). The Supplier shall inform its employees entrusted with the execution of the order accordingly.</p>
<p>2. Osnova za puštanje u rad su „Načela zaštite zdravlja i životne sredine, bezbednosti na radu, obezbeđenja kvaliteta i korporativne odgovornosti” društva Hansgrohe, sa izmenama (https://www.hansgrohe-group.com/de/).</p>	<p>2. The basis for commissioning is the “Hansgrohe Principles on Health and Environmental Protection, Occupational Safety, Quality Assurance and Corporate Responsibility” as amended (https://www.hansgrohe-group.com/de/).</p>
<p>3. Osim ako nije izričito ugovoreno drugačije, sva pomoćna sredstva potrebna za realizaciju porudžbine, kao što su oprema za dizanje, industrijska vozila i slično, mora obezbediti Izvođač, bez posebne naknade.</p>	<p>3. Unless expressly agreed otherwise, all aids required for the execution of an order, such as lifting gear, industrial trucks and similar, must be provided by the Contractor without any separate charge.</p>
XII. Imovinska prava, obeštećenje	XII. Property rights, indemnification
<p>1. Dobavljač garantuje da usluga nije opterećena pravima trećih lica.</p>	<p>1. The Supplier shall guarantee that the service is free of third-party rights.</p>
<p>2. Dobavljač se obavezuje da nam nadoknadi štetu po osnovu svih javnopravnih i privatnopravnih odštetnih zahteva prema nama podnetih zbog kršenja tačke 1, uključujući razumne troškove odgovora na tužbu, osim ako Dobavljač nije odgovoran za kršenje. Naknada štete se mora izvršiti na naš prvi zahtev.</p>	<p>2. The Supplier shall indemnify us against all public and private claims asserted against us due to violations of clause 1 above, including reasonable costs of legal defence, unless the Supplier is not responsible for the violation. The indemnification must take place at our first request.</p>
XIII. Poslovne tajne	XIII. Trade secrets
<p>1. Dobavljač je dužan da naše porudžbine i sve komercijalne i tehničke detalje u vezi sa njima tretira kao poslovnu tajnu.</p>	<p>1. The Supplier is obliged to treat our orders and all related commercial and technical details as trade secrets.</p>
<p>2. Dobavljač je dužan da čuva poverljivost dokumenata i informacija, čak i nakon realizacije porudžbina i okončanja poslovnog odnosa sa nama. Naše poslovne tajne mogu se odavati trećim stranama samo uz našu pisanu saglasnost ili na osnovu službenog odnosno sudskog naloga. U potonjem slučaju, dobavljač nam mora pružiti priliku da unapred komentarišemo nalog.</p>	<p>2. The Supplier is obliged to maintain the confidentiality of documents and information even after orders have been carried out and after the business relationship with us has ended. Our business secrets may only be disclosed to third parties with our written consent or on the basis of an official or judicial order. In the latter case, the Supplier must give us the opportunity to comment on the order in advance.</p>
XIV. Efikasno korišćenje resursa, zaštita životne sredine i bezbednost na radu	XIV. Resource efficiency, environmental protection and occupational safety
<p>1. Hansgrohe Srbija očekuje od Dobavljača da dosledno upravljaju životnom sredinom i bezbednošću i zdravljem na radu, kao i da poštuju standarde zaštite životne sredine i bezbednosti i zdravlja na radu.</p>	<p>1. Hansgrohe Serbia expects Suppliers to consistently manage environmental and occupational health and safety and to comply with environmental and occupational health and safety standards.</p>
<p>2. Tokom odnosa snabdevanja, Dobavljač je dužan da efikasno koristi neophodne resurse, a naročito materijale, energiju i vodu. On mora minimizirati uticaj na životnu sredinu, naročito u pogledu otpada, otpadnih voda, zagađenja vazduha i bukom.</p>	<p>2. During the supply relationship, the Supplier is obliged to use the necessary resources efficiently, especially materials, energy and water. It must minimise environmental impacts, especially with regard to waste, wastewater, air and noise pollution.</p>
<p>3. Dobavljač je dužan da se stara o zdravlju i bezbednosti svojih zaposlenih na radu.</p>	<p>3. The Supplier is obliged to ensure the health and safety of its employees at work.</p>
<p>4. Dobavljač mora uvesti i održavati sistem upravljanja zaštitom životne sredine u skladu sa ISO 14001, sistem upravljanja energijom u skladu sa zahtevima ISO 50001 i sistem upravljanja bezbednošću i zdravljem na radu u skladu sa ISO 45001.</p>	<p>4. The Supplier is required to introduce and maintain an environmental management system in accordance with ISO 14001, an energy management system in accordance with the requirements of ISO 50001 and an occupational health and safety management system in accordance with ISO 45001.</p>

<p>5. Prilikom nabavke, Hansgrohe Srbija uzima u obzir unapređenje uticaja na životnu sredinu i energetska efikasnost. Od dobavljača se iziskuje da pruži usluge i isporuči kapitalna dobra koja podržavaju to unapređenje.</p>	<p>5. When procuring, Hansgrohe Serbia shall take the improvement of environmental performance and energy efficiency into account. The Supplier is requested to provide services and capital goods that support this improvement.</p>
<p>6. Dobavljač je dužan da dostavi Hansgrohe Srbija sve neophodne informacije koje Hansgrohe Srbija zahteva u okviru nemačkog Zakona o detaljnom ispitivanju lanca snabdevanja i sličnih propisa koji se primenjuju u Srbiji.</p>	<p>6. The Supplier shall provide Hansgrohe Serbia with all necessary information requested by Hansgrohe Serbia within the framework of the Supply Chain Due Diligence Act or similar local regulations.</p>
<p>XV. Nadležnost suda, mesto izvršenja, razno</p>	<p>XV. Place of jurisdiction, place of performance, miscellaneous</p>
<p>1. Na sva pravna pitanja između dobavljača i nas, čak i ako dobavljač ima sedište u nekoj drugoj zemlji, isključivo se primenjuju zakoni Republike Srbije, osim kolizionih normi i Konvencije UN o ugovorima o međunarodnoj prodaji robe (CISG). To se naročito primenjuje i na deliktne, kao i druge vanugovorne odštetne zahteve.</p>	<p>1. The laws of the Republic of Serbia, excluding collision law and the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply exclusively to all legal questions between any supplier and us, even if the supplier has his registered seat in another country. This shall also apply in particular to torts and other non-contractual claims.</p>
<p>2. Ugovorne strane ugovaraju nadležnost suda u Beogradu, kao isključivo nadležnog suda za sve sporove nastale po osnovu ugovora između nas i dobavljača sa sedištem u Srbiji, ili u vezi sa tim ugovorima. To se naročito primenjuje i na građanskopravne i druge vanugovorne sporove u vezi sa naknadom štete.</p>	<p>2. The competent court in Belgrade is agreed between the parties as the exclusive court of jurisdiction for all disputes arising from or relating to contracts between us and the suppliers who have their registered seat in Serbia. This shall also apply in particular to disputes on torts and other non-contractual claims.</p>
<p>3. Svi sporovi koji se ne mogu rešiti sporazumno, nastali po osnovu ugovora između nas i dobavljača sa sedištem u Srbiji, ili u vezi sa tim ugovorima, rešavaće se arbitražom organizovanom u skladu sa pravilima Stalne arbitraže pri Privrednoj komori Srbije. Mesto održavanja arbitraže je u Beogradu. Broj arbitara je tri. Jezik koji će se koristiti u arbitražnom postupku je engleski jezik. Arbitražni sud može odlučivati i o punovažnosti ovog arbitražnog ugovora.</p>	<p>3. All disputes that cannot be mutually agreed upon, arising from or relating to contracts with suppliers who have their registered seat outside Serbia, shall be settled by arbitration organized in accordance with the Rules of the Permanent Arbitration at the Chamber of Commerce and Industry of Serbia. The place of arbitration shall be Belgrade. Number of arbitrators shall be three. Language to be used in arbitral proceedings shall be English. The court of arbitration may also decide on the validity of this arbitration contract.</p>
<p>4. Dobavljač se stara o tome da postupa u skladu sa Politikom poslovne prakse dobavljača korporacije Masco u skladu sa Dodatkom 1, sa izmenama. HG ima pravo da u bilo kom trenutku proveri da li Dobavljač poštuje ta načela, uključujući na licu mesta.</p>	<p>4. The Supplier shall assure that it will comply with the Masco Corporation Supplier Business Practices Policy in accordance with Appendix 1 as amended. HG is entitled at any time to verify the Supplier's compliance with these principles, including on site.</p>
<p>5. Ukoliko se pojedinačne odredbe ugovora ili ovih OUN pokažu ništavim, to neće uticati na ostale uslove. Ništave odredbe ponovo se tumače na način da se postigne ekonomska svrha predviđena ovom odredbom.</p>	<p>5. Should individual provisions of the contract or these GTCP be ineffective, this shall not affect the remaining terms and conditions. Ineffective provisions shall be reinterpreted in such a way that the economic purpose intended by this provision is achieved.</p>
<p>Aneks 1 Poslovna politika dobavljača korporacije Masco Poslednja važeća verzija ovog dokumenta može se preuzeti na https://masco.com/our-suppliers Hansgrohe se, kao kompanija u okviru korporacije Masco, ponosi svojom reputacijom poštenja, integriteta i izvrsnosti u svemu što radimo. Stoga očekujemo i zahtevamo da sva roba proizvedena u naše ime ili u ime bilo kog brenda iz Masco porodice bude izrađena u objektima koji ispunjavaju posebne kriterijume u pogledu ljudskih prava, uslova rada i zaštite životne sredine.</p>	<p>Annex 1 Masco Corporation Supplier Business Policy The most current version hereof is available under https://masco.com/our-suppliers Hansgrohe, as Masco Corporation Company, prides itself on its reputation for honesty, integrity, and excellence in everything that we do. We therefore expect and require that all goods produced on our behalf or on behalf of any of the brands in the Masco family be made in facilities that meet specific criteria for human rights, working conditions and protection of the environment.</p>