

OPŠTI USLOVI POSLOVANJA

VERANO SUNPROTECTION D.O.O. FUTOG

1. Primena

1.1 Ovi opšti uslovi poslovanja se primenjuju na sve ponude i ugovore o kupoprodaji robe i/ili usluga koji se zaključuju između (i) društva VERANO SUNPROTECTION d.o.o. Futog, sa sedištem na adresi Rumenački put 121b, Futog, Novi Sad, matični broj: 21445231, PIB: 111226434 (u daljem tekstu: „**Verano**“) ili drugog društva iz Verano grupe sa sedištem u Republici Srbiji, sa jedne strane, i (ii) Potrošača ili Kupaca u privredi (kako je definisano u članu 1.2 ispod) sa prebivalištem ili sedištem u Republici Srbiji, sa druge strane.

1.2 U ovim opštim uslovima poslovanja, prodavac ili pružalac usluga je Verano, dok je druga strana “Potrošač” ukoliko je reč o fizičkom licu koje kupuje robu i/ili usluge u svrhe koje nisu namenjene poslovnoj ili drugoj komercijalnoj delatnosti, ili “Kupac u privredi” ukoliko je reč o pravnom licu, preduzetniku ili fizičkom licu koje kupuje robu i/ili usluge u svrhe koje su namenjene poslovnoj ili drugoj komercijalnoj aktivnosti Kupca.

1.3 Odredbe kojima se odstupa od ovih opštih uslova moraju biti dogovorene izričito i u pisanom obliku sa Veranom.

2. Ponude

2.1 Sve ponude su predmet ugovora, kako u pogledu cena tako i u pogledu roka isporuke robe i/ili usluga, osim ako nije drugačije dogovoreno u pisanom obliku. Ponude cena uvek isključuju PDV, osim ako nije izričito drugačije navedeno.

2.2 Obavezujući ugovori stupaju na snagu nakon pisanog prihvata ili potvrde porudžbine od strane Verana ili po ispunjenju porudžbine druge strane od strane Verana. Potvrdom

GENERAL TERMS AND CONTIDIONS OF

VERANO SUNPROTECTION D.O.O. FUTOG

1. Applicability

1.1 These general terms and conditions apply to all offers and agreements on sale and purchase of goods and/or services concluded between (i) VERANO SUNPROTECTION d.o.o. Futog, with registered seat at the address Rumenački put 121b, Futog, Novi Sad, registration number: 21445231, TIN: 111226434 (hereinafter: „**Verano**“), or different company from Verano group with seat in Republic of Serbia, on one side, and (ii) Consumers or Commercial Buyers (as defined below in Article 1.2) with residence or seat in Republic of Serbia, on the other side.

1.2 In these general terms and conditions, the seller or service provider is referred to as Verano, whereas the other party is referred to as the “Consumer” in case of natural person purchasing the goods and/or services for purposes not intended for his/her business or other commercial activity, or the “Commercial Buyer” in case of legal entity, entrepreneur or natural person purchasing the goods and/or services for the purpose of business or other commercial activity of the Buyer.

1.3 Stipulations varying from these general terms and conditions must be agreed upon explicitly and in writing with Verano.

2. Offers

2.1 All offers are subject to contract, both in terms of prices and with respect to the time of delivery of the goods and/or services, unless agreed otherwise in writing. Price offers always exclude VAT, unless explicitly stated otherwise.

2.2 Binding agreements will take effect on written acceptance or confirmation of the purchase order by Verano or by fulfilment of the other party's purchase order by Verano. Unless the

porudžbine se smatra da je porudžbina ispravna i potpuna, osim ako druga strana ne dostavi Veranu pisano obaveštenje o suprotnom pre isporuke robe i/ili usluga.

other party provides Verano a written notice to the contrary prior to delivery of goods and/or services, the order confirmation is deemed to represent the purchase order correctly and in full.

2.3 Bilo kakvi dodatni dogovori ili izmene postignuti nakon što je potvrda porudžbine poslata, kao i bilo koji dogovori ili obaveze preuzete od strane Verana, biće obavezujući samo ako ih Verano potvrdi u pisanom obliku.

2.3 Any additional arrangements or changes made after the order confirmation has been sent, as well as any arrangements or commitments made by Verano, will only be binding if they have been confirmed in writing by Verano.

2.4 Verano zadržava pravo da odbije porudžbine ukoliko postoji opravdan razlog usled koga Verano nije u mogućnosti da ispuni porudžbinu delimično ili u celosti (npr. nedostatak poručene robe na zalihama, prestanak saradnje sa relevantnim dobavljačima, kašnjenja u lancu snabdevanja, itd.). Ovakvo odbijanje ne čini Verano odgovornim da plati bilo kakvu naknadu.

2.4 Verano reserves the right to refuse orders if there is a justified reason due to which Verano is not able to fulfil the order fully or partially (e.g. lack of ordered goods in stock, cease of cooperation with relevant suppliers, supply chain delays, etc.). This refusal does not make Verano liable to pay any compensation.

2.5 Ako druga strana dostavi Veranu podatke, crteže i druge informacije, onda Verano ima pravo da pretpostavi da su oni tačni, te da zasnuje svoju ponudu na njima. Verano nije odgovoran za druge greške i odstupanja u pogledu cena, slika, crteža i izjava o veličinama i težinama u cenovnicima i ponudama koji su predmet ugovora i/ili potvrde porudžbine.

2.5 If the other party provides Verano with data, drawings, and other information, then Verano is entitled to assume that they are correct, and to base its offer on them. Verano is not liable for other mistakes and deviations with respect to prices, images, drawings and statements of sizes and weights in price lists and in quotations subject to contract and/or order confirmations.

3. Isporuka

3. Delivery

3.1 Period isporuke je određen pod uslovom da okolnosti ostanu iste kao što su bile u trenutku zaključenja ugovora. Izričito se utvrđuje da period isporuke ne predstavlja strogi rok i da nije bitan element ugovora. Verano stoga period isporuke postavlja okvirno

3.1 The delivery period has been set subject to the condition that the circumstances will remain the same as they were at the time the agreement was concluded. It is explicitly stated that the delivery period does not constitute a strict deadline and that it is not a material element of the agreement. Verano therefore sets the delivery period approximately.

3.2 Period isporuke počinje kada (i) se postigne dogovor o svim tehničkim i drugim detaljima, (ii) kada svi neophodni podaci, konačni crteži itd. budu u posedu Verana, (iii) kada bude primljena bilo koja ugovorena suma (npr.

3.2 The delivery period commences when (i) agreement has been reached on all technical and other details, and (ii) all necessary data, final drawings, etc. are in possession of Verano, and (iii) any payment or sum agreed (i.e. the first instalment) has been received,

prva rata) i (iv) kada budu ispunjeni uslovi za izvršenje zadatka.

and (iv) the necessary conditions for fulfilment of the order have been met.

3.3 Ako dođe do kašnjenja u isporuci zbog promene okolnosti, rok isporuke će se produžiti za vreme trajanja takvog kašnjenja. Verano će blagovremeno obavestiti drugu stranu o bilo kom kašnjenju. Kašnjenje u isporuci ne ovlašćuje drugu stranu da raskine ugovor ili zahteva naknadu štete.

3.3 If the delivery is delayed due to a change in circumstances, the delivery period will be extended by the period of that delay. Verano will inform the other party in due time of any delay. A delayed delivery will not entitle the other party to terminate the agreement or claim compensation.

3.4 U slučaju dodatnih radova, period isporuke će biti produžen za vreme potrebno za isporuku, ili za angažovanje treće strane za isporuku materijala i delova potrebnih za to i za izvođenje dodatnih radova. Ako dodatni radovi ne mogu biti uklopljeni u raspored Verana, radovi će biti završeni čim raspored Verana to dozvoli.

3.4 In the event of any additional work, the delivery period will be extended by the time needed to deliver, or have a third party deliver, the materials and parts needed for this and to carry out the additional work. If the additional work cannot be fitted into Verano's schedule, the work will be completed as soon as its schedule allows.

3.5 Porudžbine i/ili proizvodi poručeni po meri od strane Kupaca u privredi neće biti preuzete nazad od Verana u bilo kom slučaju, osim ako Verano ne odluči drugačije po sopstvenoj diskrecionoj odluci. U tom slučaju, Kupac u privredi snosi pun rizik za porudžbine po meri.

3.5 Custom-made orders and/or items ordered by Commercial Buyers will not be taken back by Verano in any case, unless Verano decides otherwise at its sole discretion. In that case, Commercial Buyer will bear the full risk for custom-made orders.

3.6 U slučaju obustave obaveza od strane Verana, period isporuke će biti produžen za vreme obustave. Ako se nastavak radova ne može uklopiti u raspored Verana, radovi će biti završeni čim raspored Verana to dozvoli.

3.6 In case of a suspension of obligations by Verano, the delivery period will be extended by the term of the suspension. If the continuation of the work cannot be fitted into Verano's schedule, the work will be completed as soon as its schedule allows.

4. Prihvatanje i prigovori

4. Acceptance and complaints

4.1 Osim ukoliko nije drugačije predviđeno u ovim opštim uslovima poslovanja u meri u kojoj je dozvoljeno prema imperativnim pravilima srpskog prava, Verano je odgovoran za materijalne nedostatke robe prema (i) Potrošačima, u skladu sa imperativnim pravilima Zakona o zaštiti potrošača Republike Srbije, i prema (ii) Kupcima u privredi, u skladu sa imperativnim pravilima Zakona o obligacionim odnosima Republike Srbije. Druga strana (Potrošač ili Kupac u privredi) je odgovorna za pregled prirode, kvaliteta i stanja isporučene robe. Ukoliko prigovori nisu podneti odmah nakon prijema robe, količine navedene u tovarnim

4.1 Unless otherwise stipulated in these general terms and conditions to the extent permitted by imperative rules of Serbian law, Verano is responsible for material defects of goods to (i) Consumers, in accordance with imperative rules of Consumer Protection Act of Republic of Serbia, and to (ii) Commercial Buyers, in accordance with imperative rules of Contracts and Torts Act of Republic of Serbia. The other party (Consumer or Commercial Buyer) is responsible for inspection of the nature, quality and condition of the delivered items. If complaints are not submitted immediately upon receipt of goods, the quantities stated in the

listovima, dostavnicama i sličnim dokumentima će se smatrati da su tačne.

consignment notes, delivery notes or similar documents will be considered to be correct.

4.2 Da bi bili važeći, prigovori o bilo kakvim nedostacima ili oštećenjima moraju biti zabeleženi po prijemu robe od druge strane i, ako je moguće, zvanično evidentirani u pisanoj formi.

4.2 In order to be valid, complaints about any shortcomings or damage must be noted on the receipt by the other party and, if possible, be recorded officially in writing.

4.3 Prigovori u vezi sa kvalitetom ili odstupanjima od specifikacija biće rešeni od strane Verana samo ako su dostavljeni Veranu direktno i u pisanom obliku, u roku od pet dana od prijema isporučene robe ili otkrivanja nedostatka, uz precizno navođenje prirode i razloga prigovora. Druga strana nema pravo da ističe nedostatak u ispunjenju ukoliko propusti da podnese prigovor Veranu u pisanoj formi u roku od pet dana od dana otkrivanja nedostatka ili nakon što je bilo razumno da otkrije nedostatak.

4.3 Complaints about quality or deviations from the specifications will only be dealt with by Verano if they are communicated to Verano directly and in writing within five days of delivery of the delivered items or discovery of the defect, accurately stating the nature of and reason for the complaints. The other party may no longer claim a defect in performance if it fails to submit a complaint to Verano in writing within five days of having discovered the defect or after it ought in all reasonableness have discovered the defect.

4.4 Prigovori na fakture takođe moraju biti podneti u pisanom obliku, pod pretnjom gubitka prava, u roku od 5 dana nakon datuma slanja fakture.

4.4 Complaints about invoices must also be submitted in writing, under threat of forfeiture of rights, within five days after the date of dispatch of the invoices.

4.5 Druga strana više nema bilo kakvo pravo na prigovor ako je proizvode koje je kupila naknadno obradila ili modifikovala.

4.5 The other party no longer has any right to complain if the items purchased by it were subsequently processed or modified by it.

4.6 Prigovori ne daju pravo drugoj strani da obustavi plaćanje.

4.6 Complaints do not entitle the other party to suspend its payment.

4.7 Ako je prigovor osnovan, druga strana ima pravo da zahteva od Verana da: (i) popravi ili zameni robu, ili (ii) umanji cenu, u skladu sa važećim pravom i ovim opštim uslovima poslovanja. Neznatni nedostaci/šteta i/ili šteta koju pretrpe treća lica i/ili svaka druga šteta osim direktne finansijske štete neće biti nadoknađena od strane Verana.

4.7 If the complaint is well-founded, the other party has the right to request from Verano to: (i) repair or replace the goods, or (ii) reduce the price, in accordance with applicable law and these terms and conditions. Immaterial defects/damage and/or damage suffered by third parties and/or any damage other than direct financial loss will not be compensated by Verano.

5. Odgovornost

5. Liability

5.1 Osim izričito dogovorenih garancija u pisanoj formi ili garantnih sertifikata koje pruži Verano, Verano neće pružati druge garancije izuzev onih koje dobije od svojih dobavljača/proizvođača koje su prenosive.

5.1 With the exception of warranties agreed on explicitly in writing or warranty certificates provided by Verano, Verano will not provide any warranties other than those that it receives from its suppliers/manufacturers that are transferable.

- 5.2 Verano je odgovoran za štetu koju pretrpi druga strana usled povrede ugovora koja se može pripisati krivici Verana kako sledi: (i) prema Potrošačima bez ograničenja, i (ii) prema Kupcima u privredi pod uslovom i u meri u kojoj je takva odgovornost pokrivena osiguranjem Verana, i to do iznosa isplaćenog na osnovu osiguranja, ukoliko šteta nije prouzrokovana namerno ili krajnjom nepažnjom.
- 5.2 Verano will be liable for the damage suffered by the other party as a result of a breach of contract that is attributable to Verano's fault as follows: (i) towards the Consumers without limitation, and (ii) towards the Commercial Buyers if and to the extent that this liability is covered by Verano's insurance, and up to the sum paid out under that insurance, provided that damage is not caused by intent or gross negligence.
- 5.3 Ukoliko osiguravajuće društvo Verana ne isplati osiguranu sumu iz bilo kog razloga, odgovornost Verana prema Kupcima iz privrede će biti ograničena na iznos fakture za relevantnu porudžbinu, a najviše do iznosa od 22.500 evra, pod uslovom da šteta nije prouzrokovana namerno ili krajnjom nepažnjom.
- 5.3 If Verano's insurance company does not pay out the insured sum for any reason whatsoever, liability of Verano towards Commercial Buyers will be limited to the invoice amount of relevant order, up to a maximum of €22,500, provided that damage is not caused by intent or gross negligence.
- 5.4 Sledeći gubici i štete ne daju pravo na naknadu štete: poslovni gubitak, uključujući gubitak usled prekida poslovanja, izgubljena dobit i šteta na imovini koja nije u vlasništvu osiguranika, ali je pod njegovom brigom, starateljstvom ili kontrolom. Šteta na imovini koja nije u vlasništvu osiguranika, ali je pod njegovom brigom, starateljstvom ili kontrolom uključuje i štetu prouzrokovanu izvršenjem ili tokom izvršenja ugovorenih radova na predmetima na kojima su radovi vršeni ili predmetima u blizini mesta rada. Izričito se utvrđuje da ovaj spisak nije iscrpan i biće tumačen tako da uključuje i druge slične štete.
- 5.4 The following does not qualify for compensation of damages: trading loss, including business interruption loss, lost profit and damage to property in the care, custody or control of, but not owned by the insured. Damage to property in the care, custody or control of, but not owned by the insured is understood to include damage caused by or during the performance of the contracted work to items worked on or items in the vicinity of the work location. This list is explicitly non-exhaustive and shall be interpreted to include other similar damages.
- 5.5 Period u kojem Verano može biti odgovoran za naknadu štete u svim slučajevima, i pod pretnjom gubitka prava, ograničen je i zastareva kako sledi: (i) u slučaju odštetnih zahteva od Potrošača – u roku od tri godine od trenutka kada je Potrošač saznao za štetu, a u svakom slučaju u roku od deset godina od dana kada je proizvod stavljen na tržište; i (ii) u slučaju odštetnih zahteva od Kupaca iz privrede – u roku od tri godine od trenutka dospelosti obaveze.
- 5.5 The period within which Verano can be held liable to pay the damage will in all cases, and under threat of forfeiture of rights, be limited and time barred as follows: (i) in case of damage claims by the Consumers – within three years from the moment Consumer became aware of the damage, and in any case within ten years from the moment the product was placed on the market; and (ii) in case of damage claims by the Commercial Buyers – within three years from maturity of obligation.
- 5.6 Druga strana će obešteti Verano za sve zahteve trećih lica po osnovu odgovornosti
- 5.6 The other party will indemnify Verano against all third-party claims on account of product

za proizvod usled nedostatka u proizvodu koji je druga strana isporučila trećem licu, a koji je u celini ili delimično sadržao proizvode i/ili materijale isporučene od te druge strane. U meri u kojoj bi neispunjavanje ugovornih ili zakonskih obaveza druge strane rezultiralo time da Verano bude odgovoran prema trećim licima, druga strana se obavezuje da obešteti Verano za sve posledice takve odgovornosti.

6. Viša sila

6.1 U slučaju događaja koji predstavlja višu silu, svi rokovi isporuke i druge obaveze Verana će biti obustavljeni. Ako period u kojem Verano nije u mogućnosti da ispuni svoje obaveze zbog više sile traje duže od šest meseci, strane će imati pravo da raskinu ugovor, bez sudske intervencije i bez obaveze plaćanja naknade.

6.2 Ako do više sile dođe u trenutku kada je Verano već delimično ispunio svoje obaveze ili bi mogao samo delimično da ih ispuni, Verano će imati pravo da posebno fakturiše deo koji je već ispunjen ili deo koji će biti ispunjen, a druga strana će biti obavezna da plati ovu fakturu kao da se radi o zasebnom ugovoru.

6.3 Viša sila, u smislu ovog člana, podrazumeva nemogućnost ispunjenja obaveza zbog okolnosti izvan kontrole bilo koje strane, koje se nisu mogle predvideti u trenutku zaključenja ugovora i za nijedna strana ne može biti odgovorna. To uključuje, ali nije ograničeno na: neispunjenje, neblagovremeno ispunjenje ili nepravilno ispunjenje od strane Veranovih dobavljača, insolventnost Veranovih dobavljača, neispunjenje, neblagovremeno ispunjenje ili nepravilno ispunjenje od strane Verana da isporuči robu zbog prirodnih katastrofa, rata, štrajka, prekomernog izostajanja sa posla usled bolesti ili nedostatka osoblja, vremenskih uslova, kvara računara, pada ili nedostataka u informacionim sistemima Verana ili njegovih dobavljača, nedostatak ili

liability due to a defect in a product that the other party delivered to a third party and that consisted, fully or partially, of products and/or materials delivered by the other party. To the extent that the failure by the other party to fulfil its contractual or statutory obligations would result in Verano being held liable by third parties, the other party undertakes to indemnify Verano against all consequences of such liability.

6. Force majeure

6.1 In the event of force majeure, any delivery and other obligations of Verano will be suspended. If the period in which fulfilment of the obligations by Verano is not possible due to force majeure lasts longer than six months, the parties will be entitled to terminate the agreement, without any judicial intervention being required and without any obligation to pay compensation arising.

6.2 If force majeure occurs at a time when Verano had already partially fulfilled its obligations or could only partially fulfil its obligations, Verano will be entitled to separately invoice the part that has already been delivered or the part to be delivered, and the other party is then obliged to pay this invoice as if it concerned a separate agreement.

6.3 Force majeure, within the meaning of this Article, is understood to mean an inability to fulfil the obligations due to circumstances outside of control of any party, that could not have been foreseen when the agreement was concluded, and for which neither party cannot be blamed. This includes, but is not limited to: failure on the part of the Verano's suppliers to deliver, to deliver on time or to deliver properly, insolvency of Verano's suppliers, failure on the part of Verano to deliver a goods, to deliver on time or to deliver properly due to environmental disasters, war, strike, excessive absenteeism due to illness or scarcity of staff, weather conditions, computer failure, breakdowns or defects in the information systems of Verano or its suppliers, a lack of

povlačenje opcije transporta, i uvozne i izvozne restrikcije.

or withdrawal of transport options, and import and export restrictions.

7. Intelektualna svojina

7. Intellectual property

7.1 Druga strana nema pravo da ukloni bilo koju oznaku koja se odnosi na žig, trgovačko ime i/ili druga prava intelektualne i/ili industrijske svojine sa proizvoda isporučenih od strane Verana, niti da promeni ili sakrije takvu oznaku.

7.1 The other party is not allowed to remove any designation relating to a trademark, trade name and/or other intellectual and/or industrial property from the items delivered by Verano, or to change or hide such designation.

7.2 Sva prava intelektualne svojine u vezi sa proizvodima koje je Verano isporučio drugoj strani, uključujući crteže, opise, reklamni materijal, itd., ostaće uvek vlasništvo Verana i ne mogu se umnožavati, objavljivati ili na drugi način objaviti trećim stranama bez izričite pisane dozvole Verana.

7.2 All intellectual property rights with respect to the items that Verano has delivered to the other party, including drawings, descriptions, advertising material, etc., will at all times remain the property of Verano and may not be duplicated, published or otherwise released to third parties without Verano's explicit written permission.

8. Plaćanje

8. Payment

8.1 Osim ako nije drugačije dogovoreno, plaćanje mora biti izvršeno u roku od 30 dana od datuma fakture, bez kompenzacije (osim u slučaju ugovora sa Potrošačima koji imaju pravo na kompenzaciju), u srpskoj valuti (RSD). Verano može dati popust za brzo plaćanje i/ili zahtevati avansno plaćanje ili drugu garanciju. Rok za plaćanje je uvek strogo određen.

8.1 Unless agreed otherwise, payment must be made within 30 days of the invoice date, without setoff (except in case agreements with Consumers who are entitled to setoff), and in Serbian currency (RSD). Verano may give a prompt payment discount and/or require advance payment or another guarantee. The payment term is always a strict deadline.

8.2 Ako faktura nije plaćena u roku od 30 dana od datuma fakture, druga strana će biti u docnji. U tom trenutku, sve neplaćene fakture Verana prema drugoj strani postaće odmah dospеле i plative u celosti. Ovo je takođe slučaj ako druga strana bude proglašena insolventnom, ako joj bude odobrena obustava plaćanja, ako su imovina ili potraživanja druge strane zaplenjena, ako druga strana – pravno lice prestaje da postoji ili ako druga strana – fizičko lice bude stavljena pod starateljstvo ili umre.

8.2 If an invoice has not been paid within 30 days of the invoice date, the other party will be in default. At that time, all outstanding invoices from Verano to the other party will become payable immediately and in full. This is also the case if the other party is declared insolvent, if the other party has been granted a suspension of payments, if the goods or claims of the other party are attached, if the other party's company is dissolved and/ or wound up, and if the other party is placed under guardianship or dies.

8.3 Od trenutka docnje, druga strana duguje Veranu zakonsku zateznu kamatu na ukupan iznos dospelog duga, koja se obračunava do dana ispunjenja obaveze.

8.3 From the moment of default, the other party will owe Verano statutory default interest on the full amount due, which is calculated until fulfilment of obligation.

- 8.4 Bez obzira na oznaku koju im je dodelila druga strana, uplate druge strane će uvek prvo služiti za pokrivanje svih dospelih kamata i troškova, a potom za plaćanje dospelih i naplativih faktura koje su najduže neplaćene.
- 8.4 Regardless of the designation given to them by the other party, payments made by the other party will always first serve to pay all interest and costs due and subsequently to pay the due and payable invoices that have been outstanding for the longest period of time.
- 8.5 Ako Verano, zbog kašnjenja druge strane koja nije Potrošač, bude prinuđen naplati dug u izvršnom postupku, svi povezani troškovi, kao što su administrativni, sudski i vansudski troškovi, biće obaveza druge strane.
- 8.5 If Verano, due to the other party's default, not being a Consumer, is forced collect a debt in enforcement procedure, all costs involved, such as administrative costs, judicial and extrajudicial costs, will be payable by the other party.
- 8.6 Bez obzira na dogovorene uslove plaćanja, na zahtev Verana druga strana biće dužna da pruži obezbeđenje za plaćanje koje Verano smatra odgovarajućim. Ukoliko druga strana ne postupi po ovom zahtevu u navedenom roku, automatski će biti u docnji. U tom slučaju, Verano će imati pravo da raskine ugovor i nadoknadi štetu od druge strane.
- 8.6 Regardless of the agreed payment conditions, at the request of Verano the other party will be obliged to provide security for payment deemed sufficient by Verano. If the other party does not comply with this request within the stated period, it will be in default immediately. In that case, Verano will be entitled to terminate the agreement and recover its loss from the other party.
- 8.7 Pravo druge strane da kompenzuje svoja potraživanja prema Veranu sa Veranovim potraživanjima prema drugoj strani je izričito isključeno, osim u ugovorima sa Potrošačima. Pored toga, druga strana potvrđuje da je upoznata sa time da Verano ima pravo da kompenzuje svoja potraživanja prema drugoj strani sa potraživanjima druge strane prema Veranu.
- 8.7 The other party's right to set off its claims against Verano with Verano's claims against the other party is explicitly excluded, except in agreements with Consumers. Furthermore, the other party declares that it is familiar with the fact that Verano is entitled to set off its claims against the other party with claims of the other party against Verano.

9. Zadržavanje prava svojine

9. Retention of title

- 9.1 Sva roba isporučena od strane Verana drugoj strani ostaje u vlasništvu Verana sve dok druga strana u potpunosti ne izmiri kupoprodajnu cenu.
- 9.1 All items delivered by Verano to the other party remain in Verano's ownership until the other party fully pays the purchase price.
- 9.2 Ako druga strana ne ispuni, ne ispuni blagovremeno ili ne ispuni pravilno jednu ili više svojih ugovornih ili zakonskih obaveza, ako druga strana podnese zahtev za likvidaciju, zatraži (privremeni) moratorijum na plaćanje, bude proglašena insolventnom, prenese, ukine ili obustavi svoje poslovanje u celini ili delimično, ako je imovina druge strane delimično ili u celosti zaplenjena, tada će druga strana formalno biti u docnji, pri
- 9.2 If the other party does not, not in a timely fashion or not properly fulfil one or more of its contractual or statutory obligations, if the other party files a winding-up petition, applies for a (provisional) suspension of payments, is declared insolvent, transfers, winds up or discontinues its business fully or partially, if the other party's assets are attached fully or partially, then the other party will formally be in default at which point Verano is entitled to

čemu će Verano imati pravo da jednostrano raskine ugovor, potpuno ili delimično, slanjem pisanog obaveštenja o raskidu bez potrebe za sudskom intervencijom i bez uticaja na bilo koja druga prava u skladu sa važećim pravom. U tim slučajevima, svaki zahtev koji Verano ima prema drugoj strani odmah postaje dospelo i naplativ u celosti.

9.3 Dok vlasništvo nad robom nije prešlo na drugu stranu, ona ne sme zalagati tu robu, preneti vlasništvo nad njom niti odobriti trećim stranama bilo koje drugo pravo u vezi sa njom. Druga strana je dužna da čuva robu isporučenu uz zadržavanje prava svojine sa dužnom pažnjom i kao prepoznatljivu imovinu Verana. U slučaju kršenja gore navedenih odredbi pre isteka roka za plaćanje, kupoprodajna cena će odmah postati dospela i naplativa u celosti.

9.4 Verano, koji ima pravo zadržavanja vlasništva, ima pravo na pristup robi koju je isporučio. U meri u kojoj je to potrebno, druga strana neopozivo ovlašćuje Verano da vrši svoje pravo na vraćanje robe u posed u slučaju raskida ugovora. Troškovi nastali zbog ostvarivanja prava vlasništva od strane Verana padaju na teret druge strane.

10. Jezik, merodavno pravo i nadležnost

10.1 Ovi opšti uslovi poslovanja su sačinjeni na srpskom i engleskom jeziku, pri čemu verzija na srpskom jeziku ima prednost u slučaju bilo kakvih neslaganja.

10.2 Na sve ugovore zaključene sa Veranom primenjuje se pravo Republike Srbije.

10.3 Svi sporovi koji proizlaze iz ili su u vezi sa kupoprodajom robe i/ili usluga u skladu sa ovim opštim uslovima poslovanja, a koji ne mogu biti rešeni kroz prijateljske pregovore u roku od 30 dana nakon što jedna strana obavesti drugu o nastanku spora, biće konačno rešeni pred stvarno i mesno nadležnim sudom u Republici Srbiji.

unilaterally terminate the agreement, either wholly or partially, by delivery written termination notice and without judicial intervention being required and without prejudice to any further rights in accordance with applicable law. In those cases, every claim that Verano has against the other party will be due and payable immediately.

9.3 As long as the ownership of items has not passed to the other party, it may not pledge these items, transfer title thereto or grant third parties any other right thereto. The other party is obliged to keep items delivered subject to retention of title with due care and as the recognizable property of Verano. In the event of violation of the above provisions before the payment term has expired, the purchase price will be immediately due and payable in full.

9.4 Verano, which exercises the retention of title, will be granted access to the items delivered by it. To the extent necessary, the other party authorizes Verano irrevocably to exercise its right of repossession in case of termination of agreement. The costs arising from Verano's exercise of its property rights are payable by the other party.

10. Language, applicable law and jurisdiction

10.1 These general terms and conditions are made in Serbian and English language, while Serbian language version shall prevail in case of any discrepancies.

10.2 Serbian law applies to all agreements concluded by Verano.

10.3 All disputes arising from or in connection with the sale and purchase of goods and/or services in accordance with these general terms and conditions, which cannot be resolved through amicable negotiations within 30 days after one party notifies the other of occurrence of a dispute, will be finally resolved before the subject-matter and territorially competent court in Republic of Serbia.