

1 DEFINITIONS

1.1 In these Conditions, unless the context otherwise requires, all capitalised terms have the following meanings:

Affiliate means, with respect to a legal entity, any other legal entity which is from time to time a Subsidiary or Holding Company of that entity or a Subsidiary or Holding Company of any such Holding Company;

Applicable Laws means any applicable law, statute, treaty, rule, regulation, code or other pronouncement having the effect of law, including relating to: (i) anti-bribery and corruption; (ii) data protection; (iii) competition; and (iv) trade sanctions, and including those of the countries, states and localities in which the relevant Party operates;

Background IPR means any of the following, whether created before, during or after the date of the Contract: (i) a Party's pre-existing trademarks, logos, copyrights and other Intellectual Property Rights which are owned by that Party or its third party licensors; (ii) in relation to Supplier, the methods and systems Supplier uses to provide the Services (unless provided by Customer or developed by Supplier specifically for Customer); and (iii) in relation to Customer, the Customer Materials;

Change of Control means Supplier undergoing a change of Control, or the assignment or transfer by Supplier to any third party of all or the majority of that part of its business involved in the performance of the Contract;

Conditions means these terms and conditions as they may be amended from time to time;

Confidential Information means: (i) any information or data of a sensitive and/or confidential nature (including any personal data within the meaning of applicable law) in any form and via any medium, concerning Provider and its Group, and their respective businesses (including employees, customers and suppliers) that is disclosed or made available directly or indirectly to Recipient or its Representatives, whether on or after the date of the Contract and which is marked or classified as "Confidential" (or similar) or which would reasonably be considered to be confidential in the relevant circumstances; (ii) notes, reviews, analyses, reports and any other information derived from any of the information described in this definition; (iii) information contained in a pending, non-published patent application of Customer; (iv) know-how and trade secrets (as defined in accordance with EU Directive 2016/943); and (v) the Contract;

Contract means the contract between Customer and Supplier for the supply of the Products and/or Services in accordance with these Conditions;

Control means, in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person: (i) by means of the holding of shares, or the exercise of voting powers, in relation to that or any other body corporate; or (ii) by virtue of any powers conferred by the constitutional, corporate or any other documents regulating that or any other body corporate;

Customer means the purchaser of the Products and/or Services being Carlsberg Supply Company AG or such other member of its Group as may be stated in the relevant Purchase Order;

Customer Materials means all data, materials, facilities and equipment supplied by or on behalf of Customer to Supplier;

DDP means Delivered Duty Paid Incoterms 2020;

Defective Products means any Product that does not comply with Clause 6.1 at the time of delivery or at any time during the Warranty Period, and **Defect** will be construed accordingly;

Deliverables all documents, products and materials developed by Supplier or its

1.1 DEFINICIJE

U ovim Uslovima, osim ukoliko kontekst ne zahteva drugačije, svi termini napisani velikim slovima imaju sledeće značenje:
Povezani subjekt je, u odnosu na pravno lice, svako drugo pravno lice koje je povremeno Podređeno društvo ili Holding kompanija tog subjekta ili Podređeno društvo ili Holding kompanija te Holding kompanije;
Važeći zakoni su svaki važeći propis, zakon, sporazum, pravilo, uredba, kodeks ili druga službena objava koja se primenjuje kao zakon uključujući one koji se odnose na: (i) borbu protiv mita i korupcije; (ii) zaštite podataka; (iii) zaštitu konkurenčije; i (iv) trgovinske sankcije, i uključujući one zemalja, država i lokacija na kojima odgovarajuća Ugovorna strana posluje;

Postojeće pravo intelektualne svojine znači bilo što da slediće, bilo da je stvoreno pre, tokom ili posle dатума Ugovora: (i) postojeće žigove, logoe, autorska prava i druga prava intelektualne svojine Ugovorne strane koja su u vlasništvu te Ugovorne strane ili njenih trećih lica davaoca licence; (ii) u odnosu na Dobavljača, metode i sisteme koje Dobavljač koristi za pružanje Usluga (osim ako ih nije obezbedio Kupac ili je Dobavljač razvio posebno za Kupca); i (iii) u odnosu na Kupca, Materijale Kupca;

Promena kontrole označava Dobavljača koji prolazi kroz promenu Kontrole, ili ustupanje ili prenos od strane Dobavljača na treće lice celokupnog ili većinskog dela svog poslovanja uključenog u izvršavanje Ugovora;

Uslovi su ovi uslovi koji se mogu izmeniti i dopuniti s vremenom na vreme;

Poverljive informacije su: (i) sve informacije ili podaci osetljive i/ili poverljive prirode (uključujući lične podatke u značenju važećeg zakona) u svakoj formi i i na svakom nosaču podataka, koje se odnose na Davaoca informacije i njegovu Grupaciju, i njihovo poslovanje (uključujući zaposlene, kupce i dobavljače), a koje se obelodanjuju ili se direktno ili indirektno stavljaju na raspolaganje Primaocu ili njegovim Predstavniciма bilo pre ili nakon dатuma Ugovora, i koje su označene ili klasifikovane kao „Poverljive“ (ili slično) ili koje se razumno mogu smatrati poverljivim u odgovarajućim okolnostima (ii) beleške, provere, analize, izveštaji i sve ostale informacije izvedene iz bilo kojih informacija opisanih u ovoj definiciji); (iii) informacije sadržane u tekućim, neobjavljenim prijavama patentata Kupca (iv) know-how i poslovne tajne (kako su definisane u skladu sa Direktivom EU 2016/943); i (v) Ugovor

Ugovor označava ugovor između Kupca i Dobavljača za snabdevanje Proizvodima i/ili Uslugama u skladu s ovim Uslovima;

Kontrola je, u odnosu na organe društva, ovlašćenje lica da obezbedi da se poslovi organa društva odvijaju u skladu sa željama tog lica: (i) na osnovu vlasništva nad akcijama, ili ostvarivanja prava na glasanje, u odnosu na to ili svako drugo poslovno telo; ili (ii) na osnovu bilo kojih ovlašćenja poverenih po dokumentima o osnivanju ili poslovnim dokumentima kojima se reguliše to ili svako drugo organe društva ili bilo koji drugi dokument;

Kupac označava kupca Proizvoda i/ili Usluge Carlsberg Supply Company AG ili drugu članicu njene Grupacije koja može biti navedena u Poružbenici

Materijali Kupca su svi podaci, materijali i oprema predati od strane ili u ime Kupca za Dobavljač;

DDP je Isporučeno sa plaćenim troškovima carine u mesto određišta po Incoterms 2010;

Proizvod sa nedostatkom je svaki Proizvod koji nije usklađen s odredbom 6.1 u vreme isporuke i/ili u bilo koje vreme tokom Garantnog roka a **Nedostatak** se tumači u skladu s tim;

Predmeti isporuke su svi dokumenti, proizvodi i materijali koje razvija Dobavljač ili njegov Zastupnici kao deo Usluge ili u vezi s tim uslugama na bilo kom nosaču podataka, uključujući, bez

Representatives as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

Force Majeure Event means the following, to the extent that they are outside the Affected Party's (as defined in Clause 21.1) control and are not reasonably foreseeable and cannot reasonably be avoided or overcome by the Affected Party: (i) acts of God, floods and natural disasters; (ii) trade sanctions; (iii) acts of terrorism; (iv) general strikes, lock-outs and labour disputes (excluding a strike, lock-out, labour dispute or industrial action by the employees of Supplier or a subcontractor of Supplier); and (v) civil commotion, riots and acts of war;

Group means the relevant Party and its Affiliates;

Holding Company means a company which Controls another company;

Insolvency Event means a Party: (i) ceasing or threatening to cease to trade (either in whole, or as to any part or division involved in the performance of the Contract); (ii) becoming or being deemed insolvent; (iii) being unable to pay its debts as they fall due; (iv) having a receiver, administrative receiver, administrator or manager appointed over the whole or any part of it or its assets or business; (v) making any composition or arrangement with its creditors or having an order or resolution made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); or (vi) taking or suffering any similar or analogous procedure, action or event in consequence of debt in any jurisdiction;

Intellectual Property Rights means any rights, title and interest in patents (including any applications for, or pending, patents), trade marks, service marks, trade and business names, rights in design, utility models, copyright, database rights, trade secrets (as defined in accordance with EU Directive 2016/943 and including know-how) and any other similar right, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Losses means all losses, liabilities, fines, charges, damages, actions, costs, fees and expenses, and interest and penalties;

Party means Supplier or Customer;

Prices means the prices for the Products and/or Services set out in the relevant Purchase Order;

Products means the products set out in the relevant Purchase Order;

Product Specification means the descriptions, functionality and technical requirements and specifications provided from time to time by Customer;

Provider means a Party who discloses or makes available Confidential Information to Recipient;

Purchase Order means an order for the Products and/or Services submitted by Customer;

Recipient means a Party who receives or obtains Confidential Information;

Representatives means, in respect of a Party, an Affiliate and any officer, director, employee, consultant, agent or subcontractor or any other party acting on behalf of such Party or its Affiliate;

Services means the services, including the provision of the Deliverables, supplied by Supplier to Customer as set out in the Contract, including the Services Specification;

Services Specification means the description or specification for the Services provided in writing by Supplier to Customer and approved by Customer including in the Purchase Order;

Supplier means the person from whom Customer purchases the Products and/or Services;

Subsidiary means a company in respect of which another company has Control;

ognjenčenja, nacrte, mape, planove, dijagrame, dizajne, slike, računarske programe, podatke, specifikacije i izvezaje (uključujući nacrte);

Dogodaj više sile podrazumeva sledeće događaje, ukoliko su izvan kontrole Pogodene ugovorne strane (kako je navedeno u Odredbi 2.1) i ne mogu se predvideti niti Pogodena ugovorna strana može izbeći njegovo nastupanje ili otkloniti: (i) više sile, poplavu i prirodne nepogode; (ii) trgovinske sankcije; (iii) teroristički akti; (iv) generalni štrajkovi, otpuštanja radnika i radni sporovi (bez štrajka Dobavljača ili podizvodča, otpuštanja zaposlenih, radnog sporu ili bilo koje industrijske akcije od strane Dobavljača ili zaposlenih dobavljača) i (v) građanski nemiri, pobune i činovi rata;

Grupacija je relevantna Ugovorna strana i njeni Povezani subjekti;

Holding kompanija je privredno društvo koje Kontroliše drugo privredno društvo;

Slučaj nesolventnosti podrazumeva situaciju u kojoj Ugovorna strana: (i) prestane da trguje ili postoji pretnja da prestane da trguje (u celosti ili u odnosu na bilo koji deo ili sektor uključen u izvršavanje Ugovora); (ii) postane nesolventna ili se smatra nesolventnom; (iii) ne bude u mogućnosti da plaća svoje dugove o dospeću; (iv) ima stečajnog upravnika, likvidacionog upravnika, administratore, ili upravnika koji se imenuje za sva ili bilo koji deo njene imovine ili poslovanja; ili (v) sprovodi bilo koju stečajnu nagodbu ili aranžman sa svojim poverenicima ili ima nalog ili rešenje doneto za svoj prestanak ili likvidaciju (osim u svrhu solventnog spajanja ili rekonstrukcije; ili (vi) koji preduzima slični ili istovrsni postupak ili je podvrgnut sličnom ili istovrsnom postupku, radnji ili događaju kao posledica duga u bilo kojoj nadležnosti;

Prava intelektualne svojine su sva prava, prava vlasništva i interes nad patentima, (uključujući bilo koju prijavu za ili važeće patente) žigovima, označama usluga, komercijalni i poslovni nazivi, prava na dizajn, modeli korišćenja, autorska prava, prava na baze podataka, poslovno tajne (kako su definisane EU Direktivom 2016/943 i uključujući know-how) i svako drugo slično pravo, u svakom slučaju bilo da je registrovano ili neregistrovano i uključujući sve prijave i zahteve za obnavljanje ili produženje tih prava i sva slična ili ekvivalentna prava ili oblike zaštite u bilo kome delu sveta;

Gubici su svi gubici, obaveze, novčane kazne, dažbine, štete, mere, troškovi, naknade i izdaci, i kamata i penali;

Ugovorna strana je Dobavljač ili Kupac;

Cene su cene Proizvoda i/ili Usluga utvrđene u relevantnoj Poružbenici;

Proizvodi su proizvodi utvrđeni u relevantnoj Poružbenici;

Specifikacija proizvoda su opisi, funkcionalne karakteristike i tehnički zahtevi i specifikacije koje Dobavljač povremeno daje.

Davalac informacije je Ugovorna strana koja otkriva ili čini dostupnim Poverljive informacije Primaocu;

Poružbenica je svaka poružbina za Proizvode i/ili Usluge a koju šalje Kupac;

Primalac informacije je Ugovorna strana koja prima ili pribavlja Poverljivu informaciju;

Predstavniči su, u odnosu na određenu Ugovoru stranu, svaki funkcioner, direktor, zaposleni, konsultant, zastupnik, podizvodča ili bilo koja druga strana koja istupa u ime te Ugovore strane ili njenog Povezanog subjekta;

Usluge su usluge, uključujući Predmete isporuke, kojima Dobavljač snabdeva Kupcu kako je utvrđeno u Specifikaciji usluga;

Specifikacija usluga je opis ili specifikacija za Usluge koje Dobavljač u pisanoj formi dostavlja Kupcu i koje odobrava Kupac koje su obuhvaćene Poružbenicom;

Dobavljač je lice od koga Kupac kupuje Robu i/ili Usluge;

	<p>Supplier and Licensee Code of Conduct means the Carlsberg Group's Supplier and Licensee Code of Conduct from time to time in force, available at https://www.carlsberggroup.com/who-we-are/about-the-carlsberg-group/integrated-supply-chain/;</p> <p>Third Party Material means any work or materials authored, created or performed by a third party and in which a third party holds the Intellectual Property Rights, or other rights, either commissioned for, or used in relation to, the Services.</p> <p>Warranty Period means: (a) in respect of Products or replacement Products, 30 (thirty) months from the time of delivery or 24 (twenty four) months from the date that they were first taken into use, whichever is shorter; or (b) in respect of repaired Products, 24 (twenty four) months from the time of the repair.</p> <p>In these Conditions: (i) unless otherwise stated any reference to writing or written includes e-mail but not fax; (ii) references to include and including (or any similar term) will be construed without limitation; and (iii) general words will not be given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things.</p>	
2 PURPOSE AND SCOPE		
2.1	<p>These Conditions apply to the Contract to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.</p> <p>Supplier waives any right to rely on any term delivered with or contained in any documents of Supplier.</p>	
2.3	<p>These Conditions apply to the supply of both Products and Services unless otherwise specified.</p>	
2.4	<p>Supplier is not an exclusive supplier of the Products or Services, and Customer has no obligation to purchase any Products or Services from Supplier.</p>	
3 SUPPLY		
3.1	<p>Supplier shall supply, in accordance with the Contract, such Products and/or Services as Customer may order.</p>	
3.2	<p>Supplier warrants that it has, and shall maintain in force, all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Products and Services in accordance with the Contract.</p>	
4 FORECASTS AND STOCKHOLDING		
4.1	<p>Forecasts given by Customer do not constitute Purchase Orders, are indicative only and are not binding.</p>	
4.2	<p>Supplier shall at all times maintain sufficient manufacturing capacity, stocks of raw materials and packaging, and stocks of Products (and in any event a minimum of 2 (two) weeks supply) in order to meet Customer's forecasted requirements for the Products.</p>	
5 ORDERS		
5.1	<p>Supplier shall send to Customer a specific order confirmation for each Purchase Order confirming Supplier's receipt and acceptance of the same without amendment, no later than 2 (two) days after Supplier receives a Purchase Order and in any event before shipment of the ordered Products or commencement of performance of the ordered Services (Order Confirmation). Customer may issue Purchase Orders, and Supplier shall send the Order Confirmation, in writing or electronically via a system approved by Customer.</p>	
5.2	<p>A Purchase Order is not binding on Customer until Customer receives an Order Confirmation. Customer may cancel or amend a Purchase Order prior to receiving the relevant Order Confirmation without incurring any liability to Supplier. Customer may amend a confirmed Purchase Order if Supplier agrees and, in such case, the Parties shall send an amended Purchase Order and Order Confirmation, respectively.</p>	
6 PRODUCT QUALITY		
6.1	<p>Supplier shall ensure that the Products: (i) conform to the Product Specification; (ii) are of satisfactory quality and fit for any purpose held out by Supplier or set out in the Product Specification (and/or any material safety data sheet, if applicable); (iii) are, on delivery and during the Warranty Period, free from defects in design, material and workmanship; and (iv) comply with all applicable laws relating to the Products.</p>	
6.2	<p>Supplier shall comply with the relevant Carlsberg Quality Requirements for Suppliers, available at https://www.carlsberggroup.com/who-we-are/about-the-carlsberg-group/integrated-supply-chain/;</p>	
	<p>Podređeno društvo je privredno društvo u odnosu na koje drugo privredno društvo ima Kontrolu.</p> <p>Kodeks ponašanja Dobavljača i Korisnika licence znači Kodeks ponašanja Dobavljača i Korisnika licence Carlsberg Grupacije koji je s vremena na vreme na snazi, dostupan na https://www.carlsberggroup.com/who-we-are/about-the-carlsberg-group/integrated-supply-chain/;</p> <p>Materijal treće strane označava bilo koji rad ili materijale čiji je autor, koji je kreiran ili izveden od strane treće strane i u kojima treća strana ima prava intelektualne svojine ili druga prava, naručena ili korišćena u vezi sa Uslugama.</p> <p>Garantrični rok je: (a) u odnosu na Proizvode ili zamenjene Proizvode, trideset meseci od perioda isporuke ili dvadeset četiri meseca od datuma kada su prvi put stavljeni u upotrebu, u zavisnosti od toga što je kraće; ili (b) u odnosu na popravljene Proizvode dvadeset četiri meseca od vremena popravke.</p> <p>U ovim uslovima: (i) osim ako nije drugačije navedeno, svako upućivanje na pisano ili pismeno uključuje e-poštu, ali ne i faks; (ii) reference koje uključuju i uključuju (ili bilo koji sličan termin) će se tumačiti bez ograničenja; i (iii) opštini rečima neće biti dato ograničavajuće značenje jer im prethode ili prite reči koje označavaju određenu klasu radnji, ili stvari.</p>	
2 SRVHA I PODRUCJE PRIMENE		
2.1	<p>Ovi Uslovi važe za Ugovor uz isključenje svih ostalih uslova koje Dobavljač nastoji da nametne ili unese, ili koji se podrazumevaju u odnosu na trgovanje, običaje, praksi ili tok rada.</p>	
2.2	<p>Dobavljač se odriče svakog prava da se oslanja na bilo koji uslov dat ili sadržan u bilo kojim dokumentima Dobavljača.</p>	
2.3	<p>Ovi Uslovi važe za snabdevanje Proizvodima i Uslugama osim ukoliko nije drugačije precizirano.</p>	
2.4	<p>Dobavljač nije ekskluzivni dobavljač Proizvoda i Usluga i Kupac nema obavezu kupovine bilo kojih Proizvoda ili Usluga od Dobavljača.</p>	
	<p>3 SNABDEVANJE</p> <p>3.1 Dobavljač vrši snabdevanje onim Proizvodima i/ili Uslugama koje Kupac može ponuditi skladu s Ugovorom.</p> <p>3.2 Dobavljač garantuje da ima i da održava na snazi sve licence, dopuštenja, odobrenja, saglasnosti i dozvole potrebne za proizvodnju i za snabdevanje Proizvodima i Uslugama u skladu s Ugovorom.</p>	
	<p>4 PREDVIĐANJE I ODRŽAVANJE ZALIHA</p> <p>4.1 Predviđanja koja daje Kupac ne predstavljaju Poružbenice i samo su indikativna i nisu obavezujuća.</p>	
	<p>4.2 Dobavljač će u svakom trenutku održavati dovoljne proizvodne kapacitete, zaljhe sirovina i ambalaže i zaljhe proizvoda (i u svakom slučaju za najmanje 2 (dve) nedelje snabdevanja) kako bi ispunio očekivane zahteve Kupca za Proizvodima.</p>	
	<p>5 PORUŽBENICE</p> <p>5.1 Dobavljač šalje Kupcu potvrdu prijema svake Poružbenice kojom se potvrđuje da je Dobavljač primio i prihvatio isto bez izmena i dopuna, najkasnije dva dana nakon što Dobavljač primi Poružbenicu u svakom slučaju pre isporuke poručenih Proizvoda ili početka izvršenja poručenih Usluga (Potvrda poružbenice). Kupac može izdati Poružbenicu, i Dobavljač može izdati Potvrdu poružbenice, pismeno ili elektronski putem sistema odobrenog od strane Kupca.</p>	
	<p>5.2 Poružbenica nije obavezujuća za Kupca dok Kupac ne prima Potvrdu poružbine. Kupac može otkazati ili izmeniti i dopuniti Poružbenicu pre prijema relevantne potvrde bez snošenja bilo koje odgovornosti prema Dobavljaču. Kupac može izmeniti potvrđenu Poružbenicu ukoliko je Dobavljač saglasan s tim i, u tom slučaju, Ugovorne strane će poslati izmenjenu Poružbenicu odnosno Potvrdu poružbine.</p>	
	<p>6 KVALITET PROIZVODA</p> <p>6.1 Dobavljač se stara da su Proizvodi: (i) u skladu sa Specifikacijom proizvoda; (ii) zadovoljavajućeg kvaliteta i podesni u bilo</p>	
	<p>group/integrated-supply-chain/ and which Supplier hereby confirms it has read and accepts.</p>	
	<p>7 PRODUCTION</p> <p>7.1 Supplier shall manufacture the Products at, and supply them from, Supplier plants that have been and remain approved by Customer in writing for the purpose of supplying the Products.</p>	
	<p>7.2 Customer may, upon giving reasonable prior notice, inspect and test: (i) the Products at any time before their delivery; and (ii) the production and the quality assurance systems of Supplier and any sub-supplier. Supplier shall remain fully responsible for the Products despite any such inspection or testing and any such inspection or testing will not reduce or otherwise affect Supplier's obligations or Customer's rights under the Contract.</p>	
	<p>7.3 If following any inspection or testing Customer considers that the Products do not, or are unlikely to, comply with Supplier's quality obligations in Clause 6.1 Customer shall inform the Supplier and Supplier shall promptly take such remedial action as is reasonably necessary to ensure compliance. Customer may conduct further inspections and tests after Supplier has carried out its remedial actions.</p>	
	<p>7.4 Supplier shall provide samples of the Products for testing if reasonably required by Customer.</p>	
	<p>8 DELIVERY</p> <p>8.1 Supplier shall deliver the Products DDP (unless otherwise specified by Customer in writing) to the address and at the time stated in the relevant Purchase Order.</p>	
	<p>8.2 Supplier shall inform Customer promptly upon shipment of the Products.</p>	
	<p>8.3 Supplier acknowledges the critical importance of timely deliveries to effective and efficient production and logistics within Customer's Group. Supplier shall deliver the Products within 2 (two) days of Supplier's receipt of a Purchase Order or such other time period as may be specified in the Purchase Order or otherwise agreed in the Contract.</p>	
	<p>8.4 Supplier shall use solid export packaging appropriate for the protection of the Products during delivery and bear all handling and other transport costs associated with each delivery.</p>	
	<p>8.5 Delivery of the Products will not be deemed to have taken place until Customer has received the complete volume of the Products (without Defects) at the specified place of delivery.</p>	
	<p>8.6 Unless otherwise agreed, Supplier shall not deliver the Products: (i) before the agreed delivery time; (ii) outside the opening hours of Customer as notified to Supplier; or (iii) successively. Customer may reject any such attempted delivery without incurring any liability.</p>	
	<p>8.7 If a delivery or part of a delivery is delayed, including as a result of a Force Majeure Event, Supplier shall, as soon as it becomes aware of such delay, promptly inform Customer in writing, stating the reason for and expected duration of the delay, and the revised delivery date (Delay Notice).</p>	
	<p>8.8 On receipt of a Delay Notice, or if a delivery or part of a delivery is delayed, Supplier shall automatically be deemed to be in default with such delivery, without further notice by Customer.</p>	
	<p>8.9 On receipt of a Delay Notice, or if there is any un-notified delay in delivery: (i) Supplier shall obtain the Products from another plant of Supplier or via a third party supplier approved in writing by Customer (such approval not to be unreasonably withheld), in either case without any increase in the Price or any delay in the original delivery date. If Supplier is not able to or does not promptly confirm timely supply from another plant or a third party supplier, Customer may, without any liability, cancel the relevant Purchase Order in whole or in part and purchase relevant quantities of the Products from a third party supplier on commercially reasonable terms for as long as the delay continues. Unless the delay is due to a Force Majeure Event, Supplier shall reimburse Customer, on first demand, for any extra cost reasonably incurred by Customer as a result. For the avoidance of doubt, the quantities purchased by Customer from a third party supplier under this Clause 8.9 will count towards any volume rebate under the Contract; or (ii) Customer may reject any attempted delayed delivery of the Products and Supplier shall promptly reimburse any monies paid by Customer in relation to such delivery on demand.</p>	
	<p>9 TITLE AND RISK</p> <p>9.1 Title to and risk in the Products will pass from Supplier to Customer upon delivery of the Products in accordance with Clause 8.5.</p>	
	<p>9.2 Supplier shall deliver the Products free from any third party rights and title reservations, and with full title guarantee.</p>	
	<p>koju svrhu za koju ih Dobavljač drži ili koji su navedeni u Specifikaciji proizvoda (i/ili ukoliko je primenjivo u bezbednosnom listu); (iii) prilikom isporuke i tokom Garantnog roka nemaju neispravnosti kod dizajna, materijala i izrade i (iv) usklađeni su sa Važećim zakonima u vezi sa Proizvodima.</p>	
	<p>6.2 Dobavljač će se uskladiti sa odgovarajućim Zahtevima kvaliteta za Dobavljača Carlsberg-a, dostupnim na https://www.carlsberggroup.com/who-we-are/about-the-carlsberg-group/integrated-supply-chain/ i koje ovim putem Dobavljač potvrđuje da je pročitao i prihvatio.</p>	
	<p>7 PROIZVODNJA</p> <p>7.1 Dobavljač će proizvoditi Proizvode, i isporučivati ih iz postrojenja Dobavljača koje je u svrhu isporuke Proizvoda Kupac pismenim putem odobrio.</p>	
	<p>7.2 Kupac može, nakon razumnog prethodnog obaveštaja, izvršiti inspekciju i ispitivanje: (i) Proizvoda u bilo koje vreme pre njihove isporuke i (ii) proizvodnje i sistema pouzdanog kvaliteta Dobavljača i bilo kog poddobjavljajućeg. Dobavljač u potpunosti ostaje odgovoran za takvu inspekciju i ispitivanje, i inspekcija i ispitivanje ne umanjuju niti na drugi način utiču na obaveze Dobavljača ili prava Kupca po Ugovoru.</p>	
	<p>7.3 Ukoliko nakon bilo koje inspekcije ili ispitivanja Kupac smatra da Proizvod nišu, ili verovatno nisu usklađeni s obavezanima kvaliteta Dobavljača iz klauzule 6.1, Kupac odmah obaveštava Dobavljača i Dobavljač bez odlaganja preduzima onu korektivnu mjeru koja je potreban da se obezbedi usklađenost. Kupac može sprovoditi dalje inspekcije i ispitivanja nakon što je Dobavljač sproveo korektivne mere.</p>	
	<p>7.4 Dobavljač dostavlja uzorce Proizvoda za ispitivanje ukoliko to razumno zahteva Kupac.</p>	
	<p>8 ISPORUKA</p> <p>8.1 Dobavljač isporučuje Proizvode DDP (ukoliko nije drugačije predizdano) na adresu i u vreme navedeno u određenoj Poružbenici.</p>	
	<p>8.2 Dobavljač odmah obaveštava Kupca o isporuci Proizvoda.</p>	
	<p>8.3 Dobavljač potvrđuje da je upoznat da su blagovremene sporuke od ključne važnosti za delotvornu i efikasnu proizvodnju i logistiku u Grupaciji Kupca. Dobavljač dostavlja Proizvode u roku od dva dana od kada Dobavljač primi Poružbenicu ili tokom drugog vremeninskog perioda koji se precizira u Poružbenici ili je na drugi način dogovoren Ugovorom.</p>	
	<p>8.4 Dobavljač koristi čvrstu izvoznu ambalažu radi odgovarajuće zaštite Proizvoda tokom isporuke i snosi sve troškove rukovanja i drugog transporta u odnosu na svaku isporuku.</p>	
	<p>8.5 Smatra se da isporuka Proizvoda nije izvršena dok Kupac ne primi kompletну količinu proizvoda (bez Nedostataka) u predizdanoj mjestu isporuke.</p>	
	<p>8.6 Osim ukoliko nije drugačije ugovoren, Dobavljač ne isporučuje proizvode: (i) pre dogovorenog vremena isporuke; (ii) izvan radnog vremena Kupca koje je saopšteno Dobavljaču; ili (iii) naknadno. Kupac može odbiti svaki pokusaj isporuke, pri čemu nije podvrnut bilo kojoj obavezi.</p>	
	<p>8.7 Ukoliko kasni isporuka ili deo isporuke, uključujući i kašnjenje, kao rezultat Dogadaja više sile, Dobavljač, čim postane svestan takvog kašnjenja, bez odlaganja u pisanoj formi obaveštava Kupca navodeći razlog i očekivano trajanje kašnjenja i novi datum isporuke (Obaveštenje o kašnjenju).</p>	
	<p>8.8 Po prijemu Obaveštenja o kašnjenju, ili ukoliko kasni isporuka ili deo isporuke, automatski se smatra da je Dobavljač u docnji u odnosu na takvu isporuku, bez daljeg obaveštenja upucenog od strane Kupca.</p>	
	<p>8.9 Po prijemu Obaveštenja o kašnjenju, ili ukoliko nije dat obaveštenje o kašnjenju isporuke: (i) Dobavljač nabavlja Proizvode iz drugog pogona Dobavljača ili preko dobavljača koji je treće lice kog Kupac odobrava u pisanoj formi (tako odobrenje se neće neopravданo uskratiti) u bilo kom slučaju bez povećanja Cene ili bilo kog kašnjenja u odnosu na prvobitni datum isporuke. Ukoliko Dobavljač nije u mogućnosti ili brzo ne potvrdi pravovremeno snabdjevanje iz drugog pogona ili od strane dobavljača koji je treće lice, Kupac može bez ikakve obaveze u cilju ili delimično otkazati relevantan Poružbenicu i kupiti odgovarajuće količine Proizvoda od dobavljača koji je treće lice po komercijalno razumnim uslovima sve dok traže kašnjenje. Ukoliko se kašnjenje ne dešava usled Dogadaja više sile, Dobavljač će, na prvi zahtev, nadoknadi Kupcu svaki dodatni trošak koji je Kupac pretpreparao kao rezultat toga. Da ne bi postojala sumnja, količine koje Kupac kupi od trećeg lica</p>	

9.3 Title to any Deliverable shall pass to Customer on creation of that Deliverable. Risk of loss or damage to any Deliverable shall pass on its delivery to Customer. Supplier shall be responsible for the safe keeping and maintenance of any Deliverables while in Supplier's possession.	po ovoj klauzuli 8.9 u računavaju se u svaki količinski rabat po Ugovoru; ili (ii) Kupac može odbiti bilo koji pokupljaj odložene isporuke Proizvoda, a Dobavljač nadoknađuje sve novčane iznose koje je Kupac platio u odnosu na takvu isporuku.
10 ACCEPTANCE AND DEFECTS 10.1 Supplier acknowledges and agrees that Customer is relying on Supplier's quality assurance systems and that, therefore, Customer is not obliged to inspect or take samples of the Products on or after delivery, except that Customer shall carry out a routine check of the outermost packaging of the Products delivered to it for readily apparent defects or shortages.	PRAVO SVOJINE I RIZIK 9.1 Pravo svojine i rizik nad Proizvodima prelazi s Dobavljača na Kupca po isporuci Proizvoda u skladu s klauzulom 8.5.
10.2 Supplier shall promptly inform Customer in writing about any actual or anticipated Defects affecting the Products at any time. Further, Supplier shall not knowingly deliver Defective Products without Customer's prior written approval. Any such approval will not be construed as an acceptance of the Defect. 10.3 If any Products are or become Defective Products, Customer shall give written notice to Supplier as soon as reasonably practicable after the Defect has been discovered and reasonably investigated by Customer and: (i) Customer may reject those Products and: (a) require Supplier to repair or replace the Defective Products, at Supplier's risk and expense, within 48 (forty eight) hours of being requested to do so; or (ii) return the Defective Products to Supplier or destroy them, at Supplier's risk and expense, and require Supplier to repay the Price of the rejected Products in full (whether or not Customer has previously required Supplier to repair or replace the rejected Products); or (c) obtain substitute products from a third party supplier on commercially reasonable terms, or have the Defective Products repaired by a third party, and Supplier shall reimburse Customer for the reasonable costs it incurs in doing so; and (d) in each case, claim damages for any other Losses resulting from Supplier's delivery of Defective Products; or (ii) accept the Products subject to a proportional reduction in the Price to reflect the reduction in value caused by the Defect. 10.4 If, in accordance with Clause 10.3, Supplier replaces or repairs a Defective Product, a new Warranty Period will apply.	9.2 Dobavljač isporučuje Proizvode bez prava trećih lica i zadržavanja prava svojine i uz potpunu garantiju prava svojine. 9.3 Pravo svojine na bilo kom Predmetu isporuke će preći na Kupca u trenutku izrade tog Predmeta isporuke. Rizik od gubitka ili oštećenja bilo kakog Predmeta isporuke će njegovom isporukom preći na Kupca. Dobavljač će biti odgovoran za pravilno čuvanje i održavanje bilo kakog Predmeta isporuke dok je u državi Dobavljača.
10.5 If a Defect causes a delay in delivery of any Products, or there is a delay due to potentially Defective Products being repaired, all Customer's rights and remedies in Clause 8 will apply. 10.6 For the avoidance of doubt, Customer may raise claims related to Defects at any time, without regard to any statutory examination or notification requirements.	10.1 Dobavljač potvrđuje da je upoznat i saglasan da se Kupac uzda u sistem pouzdanoj kvalitete Dobavljača , stoga, Kupac nije u obavezi da vrši pregled i uzmá uzroke Proizvoda po isporuci ili nakon nje osim ukoliko Kupac, sprovodi rutinsku proveru krajine ambalaže u odnosu na odgledne nedostatke ili manjkove. 10.2 Dobavljač odmah obaveštava Kupca u pisanoj formi o svim stvarnim ili predviđenim Nedostacima koju u bilo koje vreme utiču na Proizvode. Dalje, Dobavljač neće svesno isporučivati proizvode sa Nedostacima bez prethodne pisane saglasnosti Kupca. Svako takvo odobravanje ne tumači se kao prihvatanje Nedostatka. 10.3 Ukoliko bilo koji Proizvod ima nedostatak ili postane neispravan proizvod, Kupac, u najkratčem mogućem razumnom roku nakon što je Nedostatak otkriven i razumno ispitán od strane Kupca, dostavlja pisan obaveštenje Dobavljaču i (i) Kupac može da odbije ove proizvode i (a) zahtevati od Dobavljača da popravi ili zameni proizvode sa nedostatkom na teret Dobavljača u roku od četrdeset osam sati od kada se to zahteva li (ii) vrati proizvode sa nedostatkom Dobavljaču ili da ih uništi o riziku i trošku Dobavljača i da zahteva od Dobavljača da u potpunosti otplati Cenu odbijenih Proizvoda (bez obzira na to da li je Kupac prethodno zahtevao da Dobavljača da popravi ili zameni odbijene Proizvode); ili (c) nabavi zamenu za proizvode po komercijalno razumnim cenama od dobavljača koji je treće lice, ili da treće lice popravi proizvode sa Nedostatom, a Dobavljač nadoknađuje Kupcu troškove koji nastanu pri tome i (d) zahteva odštete za sve ostale Gubitke koji prizlaze iz isporuke proizvoda sa Nedostatom od strane Dobavljača; ili (ii) prihvata Proizvode u skladu sa srazmernim umanjenjem Cene da bi se prikazalo smanjenje vrednosti prouzrokovano Nedostatkom.
11.1 Supplier shall provide the Services to Customer from the date set in the Purchase Order or otherwise specified by Customer, and for the duration of the Contract, in accordance with the terms and conditions of the Contract. 11.2 Supplier warrants that it has, and shall maintain in force for the duration of the Contract, all licences, permissions, authorisations, consents and permits needed to supply the Services in accordance with the Contract. 11.3 Supplier shall meet any milestones and other performance/delivery dates for the performance of the Services specified in the Service Specification, Purchase Order or otherwise notified to Supplier by Customer in writing (where no specific time frame for performance of the Services is specified or agreed, Supplier shall perform its obligations within a reasonable period of time). 11.4 In providing the Services, Supplier shall: (i) in all matters relating to the Services, reasonably co-operate with, comply with all reasonable instructions of, and attend (and procure that any sub-contractors attend) any relevant induction or other training programs required by, Customer ; (ii) perform the Services with reasonable care, skill and diligence in accordance with good practice in Supplier's industry, profession or trade; (iii) assign to the performance of the Services personnel (and sub-contractors) who are suitably skilled, experienced, qualified and trained to carry out the Services and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with the Contract; (iv) ensure that the Services and Deliverables conform with the Services Specification and all Applicable Laws, and that the Deliverables are fit for any purpose held out by Supplier or expressly set out in the Services Specification; (v) ensure that the Deliverables are free from defects in workmanship, installation and design; (vi) ensure that any equipment, goods and materials used by Supplier in the	10.4 Ukoliko u skladu s odredbom 10.3 Dobavljač zameni ili popravi proizvod sa Nedostatkom, važi novi Garantni rok. 10.5 Nedostatak uzrokuje kašnjenje isporuke bilo kojih Proizvoda, ili postoji kašnjenje zbog popravke potencijalno neispravnih proizvoda, važe sva prava i pravna sredstva Kupca iz odredbe 8. 10.6 Tokom Garantnog roka, Kupac može u bilo koje vreme da istakne zahtev u odnosu na Nedostatke bez obzira na zakonske zahteve ispitivanja ili obaveštanja.
	SNABDEVANJE USLUGAMA 11.1 Dobavljač pruža usluge Kupcu, od datuma navedenog u Porudžbenici ili na drugi način određenog od strane Kupca, za vreme trajanja Ugovora i u skladu sa uslovima Ugovora. 11.2 Dobavljač garantuje da ima, i da će održati na snazi tokom trajanja Ugovora, sve licence, dozvole, ovlašćenja, saglasnosti i odobrenja potrebne za pružanje Usluge u skladu sa Ugovorom. 11.3 Dobavljač će ispoštovati sve događaje i druge datume izvršavanja/isporuke za Usluge precizirane u Specifikaciji usluga, Porudžbenici ili na drugi način kako Kupac pismeno obavesti Dobavljača (gde nije naveden ili dogovoren određeni vremenski okvir za pružanje Usluge, Dobavljač će izvršiti svoje obaveze u razumnom roku). 11.4 Prilikom pružanja Usluge, Dobavljač će: (i) u svim pitanjima koja se odnose na Usluge, razumno saradivati, pridržavati se svih razumnih uputstava i prisustvovati (i obezbediti da svaki podizvođač prisustvuje) svakom relevantnom uvodnom ili drugom programu obuke koje zahteva Kupac; (ii) obavljati Usluge sa razumom pažnjom, veštineom i marljivošću u skladu sa dobrom praksom u industriji, profesiji ili trgovini Dobavljača; (iii) dodeliti za obavljanje usluga osoblje (i podizvođače) koje je odgovarajuće obučeno, iskusno, kvalifikovano i obučeno za
	performance of the Services will be properly serviced and maintained by Supplier and at all times kept in a condition so as to enable Supplier to fully comply with its obligations under the Contract; (vii) observe all: health and safety rules and regulations; food safety, quality and hygiene requirements; and any other security requirements that apply at any of Customer's premises including the Carlsberg Group Health and Safety Requirements, the latest version of which is available at https://www.carlsberggroup.com/who-we-are/about-the-carlsberg-group/integrated-supply-chain/ ; if Supplier breaches any such requirements, it will be deemed to be a material breach and Customer may terminate the Contract pursuant to Clause 19.1; (viii) co-operate with any representatives of Customer in defining and implementing safe ways of working and control (including relating to food safety, quality and hygiene) and shall follow all relevant instructions from time to time in connection with the same; (ix) hold Customer Materials in safe custody at its own risk, maintain them in good condition until returned to Customer, and not dispose of or use them other than in accordance with Customer's written instructions or authorisation; (x) where it provides any advice to Customer, use all reasonable skill and care including making all reasonable enquiries prior to making any recommendations and give its advice impartially, independently and in the best interests of Customer; (xi) co-operate with such third parties as Customer may from time to time nominate for the purposes of performing the Services, and shall work with Customer's nominated suppliers efficiently and in good faith, and in accordance with any specific guidelines issued by Customer from time to time; and (xii) not do or omit to do anything which may cause Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business or which adversely affects Customer or its Group's reputation.
	11.5 Following the performance of the Services and delivery of any Deliverables, Customer will have a reasonable time to test and review them before accepting (or rejecting) them, including against any acceptance criteria set out in the Services Specification. 11.6 If Supplier, in Customer's reasonable opinion, cannot or will not provide a Service or Deliverable in accordance with the Contract, and provided that Supplier has been given an opportunity of not less than 14 (fourteen) days to correct the non-compliance, Customer may exercise one or more of the following rights: (i) refuse to accept any subsequent performance of the Services which Supplier attempts to make; (ii) recover from Supplier any costs reasonably incurred by Customer in obtaining substitute services from a third party; (iii) where Customer has paid in advance for Services that have not been provided by the Supplier, have such sums refunded by Supplier on demand; and (iv) terminate the Contract with immediate effect by giving written notice, and without liability, to Supplier. 11.7 These Conditions will extend to any substituted or remedial services provided by Supplier. 12 PRICE 12.1 Subject to Clause 12.2, Customer shall not be obliged to pay any costs or charges in excess of the Prices for the Products and/or Services. 12.2 The Prices are (unless otherwise stated) exclusive of any indirect taxes in the home country of Customer e.g., sales taxes, turnover taxes, duties or similar transactional expenses and value added tax (VAT) but inclusive of all other taxes including government levies, duties, surcharges, personal taxes, corporate income taxes and withholding taxes. Customer shall, on receipt of a valid VAT invoice from Supplier, pay to Supplier such additional amounts as are due in respect of VAT. 12.3 If VAT is found to have been charged in error, Supplier shall promptly issue a valid VAT credit note or amended VAT invoice, correcting the VAT amount. 12.4 Where the Price is agreed to be on a time and materials basis, it will be will be based on the time actually and properly spent in providing the Services and Supplier shall invoice Customer monthly in arrears for its charges, costs and expenses for the month concerned. All costs and expenses must be approved in writing in advance by Customer and all receipts for the same sent with the relevant invoice. Customer shall not reimburse any costs or expenses that Supplier cannot

evidence with a valid receipt. Supplier's invoice must be itemised with details of each task, the charges and how they are calculated.

13 PAYMENT

- 13.1 Supplier shall submit invoices in accordance with Customer's written instructions and in any event not prior to, but within 90 (ninety) days of, the date of delivery of the relevant Products or performance of the relevant Services.
- 13.2 Customer shall pay each invoice issued by Supplier within ninety three days from the end of the month in which such invoice is dated or within such other period as may be expressly stated in the relevant Purchase Order. For the avoidance of doubt, Customer is not obliged to pay invoices that: (i) do not comply with Clause 13.1; (ii) are not in the correct format; (iii) for incomplete or delayed deliveries of Products or Services; or (iv) for Products or Services that do not otherwise comply with the Contract.

- 13.3 Customer is not obliged to pay any sum (or interest on such sum) that it disputes in good faith until such sum has been agreed in writing or determined to be properly due to Supplier. Customer shall pay any undisputed element of the relevant invoice and notify Supplier of its reasons for disputing the amount.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 Supplier warrants and undertakes that, to the best of its knowledge (having undertaken reasonable enquiries), the supply and use of the Products and Services does not and will not infringe any Intellectual Property Rights of any third party.
- 14.2 Supplier grants Customer a perpetual, interminable, worldwide, royalty free licence to freely use all Intellectual Property Rights in the Products it purchases and to transfer and sub-license such rights to other companies within Customer's Group.

- 14.3 If the Parties agree any bespoke customisation of any of the Products specifically for Customer (**Customisation**) and/or Customer bears the cost of preparation of moulds or originating materials relating to the production of any of the Products (**Mould**): (i) any Intellectual Property Rights that arise from, or are created in connection with, the Customisation shall automatically vest in Customer, and Supplier hereby transfers and assigns such rights to Customer (or to another member of Customer's Group, as directed by Customer) free of charge; (ii) Supplier shall only use the Mould, and any information and materials relating to the Customisation, to manufacture the Products as instructed by Customer; (iii) on expiry or termination of the Contract for whatever reason, Supplier shall, at the request of Customer (and upon Customer's payment of any remaining costs for the Mould or Customisation), either: (a) forward the Mould, and all information and materials relating to the Customisation, to Customer (or to a third party, as directed by Customer); or (b) destroy the Mould, and all information and materials relating to the Customisation, and on request provide evidence of such destruction to Customer.

- 14.4 If any methods of production of Products are subject to any Intellectual Property Rights (excluding any Intellectual Property Rights that automatically vest in Customer pursuant to Clause 14.3), then: (i) if Supplier fails to supply or stops production of such Product or the Contract terminates due to circumstances not attributable to Customer, then Supplier hereby grants to Customer (or its designated nominee) a perpetual, world-wide, non-terminable, royalty-free, non-exclusive licence to use or sub-license the use of those Intellectual Property Rights in connection with the production of products the same as or similar to the Products; or (ii) on expiry of the Contract, Supplier and Customer shall, in good faith, negotiate a licensing arrangement allowing Customer to use or sub-license the use of the Intellectual Property Rights in connection with the production of products the same as or similar to the Products.

- 14.5 Supplier shall keep an updated database of artwork for the Products and Services. Further, Supplier shall use any database of artwork that Customer or another member of Customer's Group makes available, including uploading artwork with Intellectual Property Rights belonging to Customer's Group.

- 14.6 Supplier hereby irrevocably and unconditionally assigns to Customer, with full title guarantee and free from all third party rights, all right, title and interest in and to all existing and future Intellectual Property Rights subsisting in or relating to the results of the Services (including any Deliverables) save that a Party's Background IPR shall remain vested in that Party (or its third party licensors). For the avoidance of doubt, the assignment under this Clause shall take effect

računom. Kupac ne nadoknadije troškove ili izdatke koje Dobavljač ne može dokazati važećom priznanciom. Račun Dobavljač će biti dat po stavkama s detaljima svakog zadatka, naknadama i kako se obračunavaju.

13 PLAĆANJE

- 13.1 Dobavljač će dostaviti fakture u skladu sa pisanim uputstvima Kupca i u svakom slučaju ne pre, već u roku od 90 (devedeset) dana od datuma isporuke relevantnih Proizvoda ili izvršenja relevantnih Usluga.

- 13.2 Kupac će platiti svaku fakturu koju je izdao Dobavljač u roku od devedeset tri dana od kraja meseca u kome je ta faktura datirana ili u nekom drugom periodu koji može biti izričito naveden u relevantnoj Ponudžbenici. Radi izbegavanja sumnje, Kupac nije u obavezi da plati fakture koje: (i) nisu u skladu sa članom 13.1; (ii) nisu u ispravnom formatu; (iii) za neotpune ili odozogene isporuke Proizvoda ili Usluga; ili (iv) za Proizvod ili Usluge koji inače nisu u skladu sa Ugovorom.

- 13.3 Kupac nije u obavezi da plati bilo koji iznos (ili kamatu na taj iznos) koji u dobroj veri osporava dok se taj iznos ne dogovori u pisanoj formi ili dok se ne utvrdi da propisno pripada Dobavljaču. Kupac će platiti svaki nesposorni element relevantne fakture i obavestiti Dobavljača o razlozima osporavanja iznosa.

14 INTELEKTUALNA SVOJINA

- 14.1 Dobavljač garantuje i obavezuje se da, prema njegovom najboljem saznanju (nakon što je preduzeo razumno ispitivanje), isporuka i korišćenje Proizvoda i Usluga ne krši i neće kršiti bilo koja prava intelektualne svojine bilo koje treće strane.

- 14.2 Dobavljač daje Kupcu trajnu, bez ograničenja, besplatnu licencu širom sveta za slobodno korišćenje svih prava intelektualne svojine na Proizvodima koje kupuje i za prenos i podlicenciranje tih prava na druge kompanije u okviru Grupacije Kupac.

- 14.3 Ako se Ugovorne strane dogovore o bilo kakvom prilagođavanju bilo kog proizvoda po meri posebno za Kupca (**Prilagođavanje**) i/ili Kupac nosi troškove pripreme kalupa ili materijala koji se odnose na proizvodnju bilo kog proizvoda (**Kalup**): (i) bilo koja Prava intelektualne svojine koja prističu iz, ili su stvorene u vezi sa Prilagođavanjem, automatski će biti dodeljena Kupcu, a Dobavljač ovim prenosi i dodeljuje takva prava Kupcu (ili drugom članu Grupacije Kupca, po nalogu Kupca) bez naknade; (ii) Dobavljač će koristiti samo Kalup, i sve informacije i materijali koji se odnose na Prilagođavanje, za proizvodnju Proizvoda prema uputstvima Kupca; (iii) po isteku ili raskidu Ugovora iz bilo kog razloga, Dobavljač će, na zahtev Kupca (i nakon što Kupac plati sve preostale troškove za Kalup ili Prilagođavanje), ili: (a) proslediti Kalup i sve informacije i materijali koji se odnose na Prilagođavanje, za Kupca (ili na treću stranu, prema nalogu Kupca); ili (b) uništiti Kalup i sve informacije i materijali koji se odnose na Prilagođavanje, i na zahtev pružiti dokaze o takvom uništenju Kupcu.

- 14.4 Ako bilo koj način proizvodnje Proizvoda podleže bilo kojemu Pravu intelektualne svojine (isključujući bilo koja Prava intelektualne svojine koja se automatski daju Kupcu u skladu sa klauzulom 14.3), onda: (i) ako Dobavljač ne isporuči ili zaustavi proizvodnju takvog Proizvoda ili se Ugovor raskida zbog okolnosti koje se ne mogu pripisati Kupcu, tada Dobavljač ovim dodeljuje Kupcu (ili njegovom imenovanom predstavniku) trajnu, geografski neograničenu, neraskidivu, besplatnu, neisključivu licencu za korišćenje ili podlicenciranje korišćenja tog prava intelektualne svojine u vezi sa proizvodnjom proizvoda istih ili sličnih Proizvodima; ili (ii) po isteku Ugovora, Dobavljač i Kupac će, u dobroj veri, pregovarati o sporazumu o licenčiranju koji omogućava Kupcu da koristi ili daje podlicencu za korišćenje Prava intelektualne svojine u vezi sa proizvodnjom proizvoda istih ili sličnih Proizvodima.

- 14.5 Dobavljač će voditi ažuriranu bazu podataka umetničkih dela za Proizvode i Usluge. Dalje, Dobavljač će koristiti bilo koju bazu podataka umetničkih dela koju Kupac ili drugi član Grupacije Kupca učini dostupnim, uključujući otpremjanje umetničkih dela sa pravima intelektualne svojine koja pripadaju Grupaciji Kupca.

- 14.6 Dobavljač ovim neopozivo i bezuslovno ustupa Kupcu, uz punu garanciju vlasništva i oslobođeno od svih prava trećih strana, sva prava, vlasništvo i interes u i na sva postojajući i buduća Prava intelektualne svojine koja postaje u ili se odnose na rezultate Usluga (uključujući bilo koje Predmete isporuke) osim da će Postojeće pravo intelektualne svojine Ugovorne strane ostati u vlasništvu te Ugovorne strane (ili njenih trećih lica davaoca licence). Radi izbegavanja sumnje, prenos prema ovoj klauzuli stupa na snagu

from the date on which the relevant result was or is created, developed or produced.

- 14.7 Supplier hereby grants Customer a perpetual, non-terminable, worldwide, non-exclusive, royalty free licence to use its Background IPR contained in the Services (and any Deliverables) purchased by Customer. Supplier shall only use Customer's Background IPR to perform its obligations under the Contract and/or as expressly instructed in writing by Customer. On expiry or termination of the Contract for whatever reason, Supplier shall, at the written request of Customer: (i) return Customer's Background IPR to Customer (or to a third party, as directed by Customer); or (ii) if specifically identified in writing by Customer, destroy such identified Customer Background IPR and on request provide evidence of such destruction to Customer.

- 14.8 Supplier shall not incorporate any Third Party Materials whatsoever, including any software, into any Deliverables without the prior written approval of Customer.

- 14.9 Supplier shall obtain waivers of any moral rights in the results of the Services (including any Deliverables) to which any individual is now or may be at any future time entitled under any applicable law in any jurisdiction.

- 14.10 At its own expense, Supplier shall, and shall use all reasonable endeavours to procure that any third party and/or Supplier employees shall, promptly execute and deliver such documents and perform such acts as may be reasonably required for the purpose of giving full effect to this Clause 14, including: (i) securing for Customer all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Customer in accordance with Clauses 14.3 and 14.6; (ii) confirming or registering Customer as the proprietor of the assigned Intellectual Property Rights; (iii) assisting Customer in obtaining, defending and enforcing the assigned Intellectual Property Rights; and (iv) assisting with any other proceedings that may be brought by or against Customer, against or by any third party relating to, the assigned Intellectual Property Rights.

15 LIABILITY AND LIMITATION

- 15.1 Each Party is responsible for all acts or omissions of its Representatives in connection with the Contract.

- 15.2 Nothing in the Contract shall exclude or limit either Party's liability for: (i) fraud, wilful default, gross negligence, death or personal injury caused by its negligence; (ii) any breach of any terms or implied obligations as to title; or (iii) any liability which cannot be excluded or limited by law.

- 15.3 Supplier shall be liable for all direct loss or damage incurred or suffered by Customer or any other company in its Group as a result of a breach by Supplier of the Contract. Customer may recover any loss suffered by any member of Customer's Group as a result of any breach of the Contract by Supplier as if such loss had been suffered by Customer.

- 15.4 Subject to Clauses 15.2, 15.5 and 15.6, neither Party will have any liability whether in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss or damage howsoever caused and whether such loss or damage was foreseeable or in the contemplation of the Parties.

- 15.5 Notwithstanding Clause 15.4, the Parties have agreed that Customer shall in any event be entitled to recover from Supplier all Losses resulting from a product recall to the extent that it arises in connection with the supply by Supplier of Defective Products, or of Services or Deliverables that do not comply with the requirements set out in the Contract (all of which will be deemed direct Losses): (i) the value of the liquid and the packaging which shall be equal to the sales price refunded by Customer to its customers (for finished products) or equal to Customer's cost of goods sold (for semi-finished products and finished products not yet sold); (ii) the cost of transportation of the Products back to a company in Customer's Group and/or to the location where the Products will be scrapped; (iii) the cost of storing and scrapping the liquid and packaging; (iv) applicable alcohol taxes that could not be re-claimed from the authorities; (v) fines and fees; (vi) the cost of providing information to the public about the recall; and (vii) reasonable legal costs and similar.

- 15.6 Notwithstanding Clause 15.4, Supplier shall indemnify Customer and its Group against all Losses suffered or incurred by them arising out of or in connection with any (actual or threatened) claim made against them by a third party for: (i) actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection

od datuma kada je relevantni rezultat stvoren, razvijen ili proizведен.

- 14.7 Dobavljač ovim dodeljuje Kupcu trajnu, neraskidivu, bez geografskih ograničenja, neekskluzivnu, besplatnu licencu za korišćenje svog Postojećeg prava intelektualne svojine sadržane u Uslugama (i svim Predmetima isporuke) koje je kupio Klijent. Dobavljač će koristiti samo Postojeće pravo intelektualne svojine Kupca da izvrši svoje obaveze po Ugovoru i/ili prema izričito pisanoj instrukciji od strane Kupca. Po isteku ili raskidu Ugovora iz bilo kog razloga, Dobavljač će, na pismeni zahtev Kupca: (i) izvršiti povrat Kupcu (ili) izvršiti povrat Kupcu (ili) izvršiti povrat Kupcu (ili trećoj strani, prema nalogu Kupca); ili (ii) ako Kupac izričito naloži na pisanim oblikom, uništiti takav identifikovano Postojeće pravo intelektualne svojine Kupca i na zahtev pružiti Kupcu dokaz o takvom uništenju.

- 14.8 Dobavljač neće ugraditi bilo kakav Materijal treće strane, uključujući bilo koji softver, u bilo koji predmet isporuke bez prethodnog pismenog odobrenja Kupca.

- 14.9 Dobavljač će pridobiti odricanje od bilo kakvih moralnih prava na rezultate Usluga (uključujući sve Predmete isporuke) na koje svako lice sada ima ili može imati pravo u bilo kom budućem trenutku prema bilo kom važećem zakonu u bilo kojoj jurisdikciji.

- 14.10 Dobavljač će o svom trošku, i uložice sve razumne napore da obezbedi da bilo koja treća strana i/ili zaposleni Dobavljača, odmah izvrši i dostavi takve dokumente i izvrši takve radnje koje mogu biti razumno potrebne u cilju davanja punog efekta ovom članu 14, uključujući: (i) obezbeđivanje za Kupca svih prava, vlasništva i interesa u i na Prava intelektualne svojine i sva druga prava dodeljena Kupcu u skladu sa članovima 14.3 i 14.6; (ii) potvrđivanje ili registrovanje Kupca kao vlasnika dodeljenih prava intelektualne svojine; (iii) pomoći Kupcu u sticanju, održanju i sprovođenju dodeljenih prava intelektualne svojine; i (iv) ponagaranje u bilo kom drugom postupku koji može biti pokrenut od strane ili protiv Kupca, protiv ili od strane bilo koje treće strane u vezi sa dodeljenim pravima intelektualne svojine.

15 ODGOVORNOST I OGRANIČENJE

- 15.1 Svaka Ugovorna strana je odgovorna za sve postupke i propuštanja svojih Predstavnika u odnosu na Ugovor.

- 15.2 Ništa u Ugovoru ne isključuje ili ne ograničava odgovornost bilo koje Ugovorne strane za: (i) prevaramu radnju, namero neizvršavanju obaveza, grubu nepažnju, smrt ili telesnu povredu prouzrokovano nemarom; (ii) bilo koje kršenje bilo kojih uslova ili podrazumevanih obaveza u odnosu na pravo vlasništva; ili (iii) bilo koju obavezu koja se ne može isključiti ili ograničiti po zakonu.

- Dobavljač će biti odgovoran za sve direktnе gubitke ili štete koje je pretrpeo ili koje su nastale za Kupca ili bilo koju drugu kompaniju u njegovoj Grupaciji, kao rezultat kršenja Ugovora od strane Dobavljača. Kupac može nadoknadi svaki gubitak koji je pretrpeo bilo koji član Grupacije Kupca kao rezultat kršenja Ugovora od strane Dobavljača kao da je takav gubitak pretrpeo sam Kupac.

- 15.3 U skladu sa odredbama 15.2, 15.5 i 15.6, nijedna Ugovorna strana neće imati nikakvu odgovornost bilo u ugovoru, deliktu (uključujući nemar), kršenju zakonske obaveze ili na drugi način za bilo koji indirektni ili posredičan gubitak ili štetu kako god da je prouzrokovana i da li je takav gubitak ili šteta bila predvidljiva ili u razmatranju od strane Ugovornih strana.

- Bez obzira na član 15.4, Ugovorne strane se saglasne da će Kupac u svakom slučaju imati pravo da nadoknadi od Dobavljača sve gubitke koji su rezultat povlačenja proizvoda u meri u kojoj oni nastaju u vezi sa isporukom Neispravnih Proizvoda ili Usluga ili Predmeta isporuke koji nisu u skladu sa zahtevima navedenim u Ugovoru (sve će se smatrati direktnim Gubitcima): (i) vrednost tečnosti i ambalaže koja će biti jednaka prodajnoj ceni koju Kupac refundira svojim kupcima (za gotovi proizvodi) ili jednaka trošku prodate robe Kupca (za poluproizvode i gotove proizvode koji još nisu prodabili); (ii) troškove transporta Proizvoda nazad do kompanije u Grupaciji Kupca i/ili do lokacije na kojoj će Proizvodi biti rashodovani; (iii) troškove skladишta i rashodovanja tečnosti i ambalaže; (iv) primenjivi porezi na alkohol koji se ne mogu refundirati od vlasti; (v) kazne i troškovi; (vi) troškove pružanja informacija javnosti o opozivu; i (vii) razumne pravne troškove i slično.

- Bez obzira na član 15.4, Dobavljač će obezeti Kupcu i njegovu Grupaciju od svih gubitaka koji su ih zadesili ili koji su pretrpeli koji proističu iz ili u vezi sa bilo kojim (stvarnim ili pretečim) potraživanjem treće strane protiv njih za: (i) stvari ili navodni prekršaji prava intelektualne svojine treće strane koja proističu

with the supply or use of the Products, Services or Deliverables, save to the extent that such claim relates to Customer's Background IPR provided for use in connection with the Services; and (ii) death, personal injury or damage to property arising from the supply by Supplier of Defective Products, or of Services or Deliverables that do not comply with the requirements set out in the Contract.		iz ili u vezi sa isporukom ili korišćenjem Proizvoda, Usluga ili Predmeta isporuke, osim u meri u kojoj se takva tvrdnja odnosi na Postojeća prava intelektualne svojine Kupca koja se pružaju za korišćenje u vezi sa Uslugama; i (ii) smrt, telesnu povredu ili imovinski štetu koja poistiće iz snabdevanja neispravnih Proizvoda ili Usluga ili Predmeta isporuke koji nisu u skladu sa zahtevima navedenim u Ugovoru.	announcement or otherwise, without Customer's prior written consent.	
15.7 Notwithstanding Clause 15.4, each Party shall indemnify the other and its Group against all Losses suffered or incurred by them arising out of or in connection with any breach by that Party of Clause 24.	15.7	Bez obzira na odredbu 15.4, svaka Ugovorna strana će obesteti drugu ugovornu stranu i njenu Grupaciju od svih gubitaka koje su pretpleli, a koji proističu iz ili u vezi sa bilo kojim kršenjem odredbe 24 od strane te Ugovorne strane.	18 RECORDS AND AUDITS 18.1 Supplier shall maintain during its performance of the Contract and for a reasonable period thereafter full and accurate books and records relating to its performance of the Contract and all sums paid or payable under it.	
16 INSURANCE		16.1 OSIGURANJE	18.2 At the reasonable request of Customer, Supplier shall allow Customer or its Representative (Auditing Party) access to its premises upon reasonable prior notice to enable the Auditing Party to: (i) audit the books and records referred to in Clause 18.1 and take copies; (ii) review the processes, procedures or control mechanisms which underlie or are involved with Supplier's performance of its obligations under the Contract; and (iii) audit Supplier's compliance with the Supplier and Licensee Code of Conduct. Customer will ensure that any third party Representative conducting an audit will be obliged to sign an appropriate non-disclosure agreement.	
16.1 Supplier shall, during its performance of the Contract and for a period of 3 (three) years afterwards, maintain in force with reputable insurance companies (with a financial rating of at least Standard & Poor's BBB or an equivalent) adequate worldwide insurance to cover Supplier's potential liability under the Contract.	16.1	Dobavljač tokom izvršavanja Ugovora i tri godine nakon isteka Ugovora, održava na snazi odgovarajuće svetsko osiguranje kod uglednih osiguravajućih društava (s finansijskim reitingom od najmanje BBB Standard & Poor's ili ekvivalentan) radi osiguranja potencijalne odgovornosti Dobavljača po Ugovoru.	18.3 Supplier shall give the Auditing Party access to all relevant records and materials, and such other assistance, as may be reasonably requested by the Auditing Party for the purposes of carrying out an audit (subject to Supplier's right to redact such records and materials as reasonably necessary to protect the confidentiality of any information that is not related to the Contract).	
16.2 Supplier shall ensure that any sub-contractors also maintain adequate insurance having regard to Supplier's obligations under the Contract.	16.2	Dobavljač se stara da svi podizvođači takođe održavaju odgovarajuće osiguranje u pogledu obaveza Dobavljača po Ugovoru.	18.4 Any audit by or on behalf of Customer will be undertaken at its cost save where such audit reveals a material discrepancy or material non-compliance in which case Supplier shall cover Customer's reasonable costs.	
17 CONFIDENTIALITY		17.1 POVERJIVOST	18.5 Should any audit reveal that Customer has been overcharged, Supplier shall promptly reimburse Customer for the amount of any overcharge on demand.	
17.1 Recipient undertakes at all times (during and after the performance of the Contract): (i) to keep secret and confidential the Confidential Information and not to, directly or indirectly, use, copy or disclose, or authorise or permit the use, copying or disclosure of the same or any part thereof except in connection with this Clause 17; and (ii) to use the Confidential Information solely in connection with, and to the extent necessary for, the fulfilment of its obligations under, or receipt of the benefit of, the Contract and not to use or exploit the Confidential Information in any other way whatsoever.	17.1	Primalac informacije se obavezuje da u svakom trenutku (tokom i nakon izvršenja Ugovora): (i) će čuvati tajnu i poverljivost Poverljivih informacija i da neće, direktno ili indirektno, koristiti, kopirati ili otkrivati, ili ovlaštiti ili dozvoliti korišćenje, kopiranje ili obelodanjanje istih ili bilo kog njihovog dela osim u vezi sa ovim članom 17; i (ii) koristi poverljive informacije isključivo u vezi sa i u meri u kojoj je to neophodno za ispunjavanje svojih obaveza prema Ugovoru ili primanje koristi od njega i da ne koristi ili iskorističava Poverljive informacije na bilo koji drugi način za bilo što.	18.6 In addition to the above: (i) prior to the first supply of Products or Services by Supplier to Customer, Customer or its Representatives may conduct a pre-assessment audit of Supplier and Supplier's facilities to ensure Supplier's compliance with the Supplier and Licensee Code of Conduct and Applicable Laws; and (ii) at Customer's request from time to time, Supplier shall conduct a self-assessment in writing on areas defined by Customer and share this information in a secure web-based database. If Customer reasonably determines a follow-up audit is necessary, Supplier shall cover all related costs.	
17.2 Recipient may disclose the Confidential Information: (i) only to those of its Representatives that need to know it for the proper fulfilment of its obligations under, or receipt of the benefit of, the Contract; provided always Recipient ensures its Representatives are bound by confidentiality obligations equivalent to those set out in these Conditions; and (ii) to the minimum extent required by the laws or regulations of any country with jurisdiction over Recipient, an order of any court or ruling body of competent jurisdiction, or the rules of any applicable stock exchange. In such circumstances, Recipient shall, as soon as possible and to the extent legally permitted, furnish Provider with full details of the disclosure that will be or has been made and cooperate with any reasonable attempt by Provider to oppose or restrict the disclosure.	17.2	Primalac informacije može da otkrije Poverljive informacije: (i) samo onim svojim Predstvincima koji to moraju da znaju radi pravilnog ispunjavanja svojih obaveza prema Ugovoru ili primanja koristi od njega, pod uslovom da Primalac informacije uvek obezbedi da su njegovi Predstvinci podložni obavezama poverljivosti koje su ekvivalentne onima navedenim u ovim Uslovima; i (ii) u minimalnoj meri koju zahtevaju zakoni ili propisi bilo koje zemlje sa jurisdikcijom nad Primaocem informacije, nalogom bilo kog suda ili vladajućeg tela nadležne jurisdikcije, ili pravilima bilo koje primenjive berze. U takvim okolnostima, Primalac informacije će, što je pre moguće u meri u kojoj je to zakonom dozvoljeno, dostaviti Davaoca informacije sve detalje o otkrivanju koje će biti ili je učinjeno i saradivati sa svakim razumnoim pokusajem Davaoca informacije da se suprotstavi ili ograniči otkrivanje.	19.1 A Party may terminate the Contract with immediate effect by giving written notice to the other Party if: (i) the other Party commits a material breach of the Contract which is irremediable or if such breach is remediable fails to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so; (ii) the other Party is subject to an Insolvency Event; (iii) the terminating Party determines in good faith that the other Party has breached Clause 17 or 24; (iv) in accordance with Clause 21.3.	
17.3 Recipient shall, immediately upon becoming aware of the same, give notice to Provider of any unauthorised disclosure, misuse, theft or other loss of Provider's Confidential Information, whether inadvertent or otherwise.	17.3	Primalac informacije će, odmah po saznanju za isto, obavestiti Davaoca informacije o svakom neovaščenom otkrivanju, zloupotrebi, krađi ili drugom gubitku poverljivih informacija Davaoca Informacije, učinjenih bilo nemamerni ili na neki drugi način.	19.2 Customer may terminate the Contract with immediate effect by giving written notice to Supplier if: (i) there is a Change of Control; or (ii) a plant of the Supplier is rated "not approved" during a quality audit by Customer irrespective of the reason.	
17.4 The confidentiality obligations in these Conditions shall not apply to any Confidential Information that Recipient can demonstrate, to the reasonable satisfaction of Provider, is: (i) in the public domain other than as a result of a breach of the Contract by Recipient or its Representatives; (ii) lawfully in Recipient's possession and was made available to Recipient by an independent third party who was not bound by an obligation of confidentiality to Provider in relation to that information; (iii) already known to Recipient prior to receiving it pursuant to the Contract, as evidenced by Recipient's prior written records; or (iv) subsequently developed by or for Recipient independently of the Confidential Information received pursuant to the Contract.	17.4	Obaveze poverljivosti u ovim Uslovima neće se primenjivati ni na jednu poverljivu informaciju za koju Primalac informacije može da pokaže, na razumno zadovoljstvo Davaoca informacije, da je: (i) u javnosti osim као posledica kršenja Ugovora od strane Primaoca informacije ili njegovog Predstavnici; (ii) zakonito u posedu Primaoca informacije i stavljen na raspolaganje Primaoca informacije od strane nezavisne treće strane koja nije bila vezana obavezom poverljivosti prema Dobavljaču u vezi sa tim informacijama; (iii) već poznata Primaocu informacija pre nego što uje pribavio u skladu sa Ugovorom, što je dokazano prethodnim pisanim zapiskama Primaoca informacije; ili (iv) naknadno razvijena od strane ili za Primaocu informacija nezavisno od Poverljivih informacija primljenih u skladu sa Ugovorom.	20 CONSEQUENCES OF TERMINATION 20.1 Termination of the Contract will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination and which existed at or before the date of termination.	
17.5 Upon request from Provider, or upon expiry or termination of the Contract, Recipient shall destroy and erase, to the extent reasonably possible, from its and its Representatives' computers and devices, all Confidential Information (including all documents containing, reflecting or generated from any Confidential Information) then in its possession or control. Recipient may retain one copy of Provider's Confidential Information only to the extent necessary to comply with Applicable Laws, for its internal record keeping purposes or to enforce its rights under the Contract. These Conditions will continue to apply to any documents and materials retained by Recipient pursuant to this Clause.	17.5	Na zahtev Davaoca informacije, ili po isteku ili raskidu Ugovora, Primalac informacije će uništiti i izbrisati, u meri u kojoj je to razumno moguće, sa svojih računara i uredaja i uredaja njegovih Predstavnika, sve Poverljive informacije (uključujući sve dokumente koji sadrže, odražavaju ili generišu bilo koju Poverljivu informaciju) tada u njegovom posedu ili kontroli. Primalac informacije može da zadrži jednu kopiju Poverljivih informacija Davaoca informacije samo u meri koja je neophodna da bi se uskladio sa važećim zakonima, za potrebe svog internog vodenja evidencije ili za sprovođenje svojih prava iz Ugovora. Ovi Uslovi će nastaviti da se primenjuju na sve dokumente i materijale koje Primalac informacije zadrži u skladu sa ovim članom.	20.2 On expiry or termination of any Contract for the provision of Services for any reason, Supplier shall, in good faith, assist in and enable a smooth hand over of the provision of the Services or services similar to the Services to Customer or any new supplier as directed by Customer.	
17.6 Supplier undertakes (except as may be required by law) not to disclose that Customer, or any member of its Group, is a customer or client of Supplier or use Customer's name or brand, or any part thereof, in any promotion, marketing,	17.6	Dobavljač se obavezuje (osim ukoliko se to zahteva po zakonu) da ne obelodanjuje da je Kupac, ili bilo koji član njegove Grupacije,	21 FORCE MAJEURE 21.1 If either Party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be liable for any failure or delay in the performance of that obligation. Unless otherwise stated in these Conditions, the time for performance of such obligation will be extended accordingly.	
			21.2 The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.	
			21.1 RASKID Ugovorna strana može da raskine Ugovor sa trenutnim dejstvom slanjem pismenog obaveštenja drugoj Ugovornoj strani ako: (i) druga Ugovorna strana izvrši materijalno kršenje Ugovora koje je neotkriveno ili ako je takvo kršenje odoljnivo ne otločiti tu povredu u određenom roku od 30 (trideset) dana nakon pismenog obaveštenja da to udini; (ii) drugi Ugovorni stranu zadesi Slučaj nesolventnosti; (iii) Ugovorna strana koja raskida ugovor u dobroj veri utvrdi da je druga Ugovorna strana prekršila odredbe 17 ili 24; (iv) u skladu sa odredbom 21.3.	
			19.3 Kupac može raskinuti Ugovor sa trenutnim dejstvom slanjem pismenog obaveštenja Dobavljaču ako: (i) dođe do promene Kontrole; ili (ii) postrojenje Dobavljača je ocenjeno kao „nije odobreno“ tokom revizije kvaliteta od strane Kupca, bez obzira na razlog.	
			20 POSLEDICE RASKIDA Raskid Ugovora ne utiče na bilo koja prava, pravna sredstva, obaveze ili odgovornosti Ugovornih strana koje su ostvarene do datuma raskida i koje su postojale na datum raskida ili pre nega.	
			20.2 Isteck ili raskid Ugovora iz bilo kog razloga neće uticati na stupanje na snagu ili nastavak stupanja na snagu bilo kojih njegovih odredaba čija je izričta ili podrazumevana namera da stupe na snagu ili da nastave da budu na snazi nakon toga.	
			20.3 Po isteku ili raskidu bilo kog Ugovora o pružanju Usluga iz bilo kog razloga, Dobavljač će, u dobroj veri, pomoći i omogućiti nesmetanu predaju pružanja Usluga ili usluga sličnih Uslugama Kupcu ili bilo kom novom dobavljaču prema uputstvu Kupca.	
			21 VIŠA SILA Ugovor je bilo koja Ugovorna strana sprečena, ometena ili kasni u sprovođenju bilo kojih svojih obaveza po Ugovoru usled Više sile (Pogođena strana). Pogođena strana nije odgovorna za bilo koju neispravnost ili kašnjenje u sprovođenju svojih obaveza. Osim ukoliko nije drugačije navedeno u ovim Uslovima, vreme za sprovođenje obaveza se produžava u skladu s tim.	

21.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of any of its obligations for a continuous period of more than 30 (thirty) days, the other Party may terminate the Contract by giving 30 (thirty) days written notice to the Affected Party.	21.2 Pogodena strana će koristiti sve opravdane napore da ublaži dejstvo Dogadjaja više sile prilikom sprovođenja svojih obaveza.	same is in writing and signed on behalf of each of the Parties by a duly authorised representative.	kog prava ili pravnog sredstva po Ugovoru ili po zakonu jedno je primenljivo ukoliko se da u pisanoj formi.
22 ASSIGNMENT	21.3 Ukoliko Dogadjaj više sile sprečava, ometa ili zbg njega kasni izvršavanje bilo koje obaveze Pogodene strane tokom neprekidnog perioda dužeg od trideset dana, druga Ugovorna strana može raskinuti Ugovor dostavljanjem pisanoj obaveštenja Pogodenoj strani uz ostavljanje otkaznog roka od trideset dana.	25.5 Rights and Remedies: Each right and remedy of the Parties under the Contract is without prejudice, and in addition to, any rights or remedies under this Contract or at law.	25.4 Vrijeme: Nijedna izmena ili verzija Ugovora neće stupiti na snagu osim i sve dok isti ne bude u pisanoj formi i potpisani u ime svake od Ugovornih strana od strane propisno ovlašćenog predstavnika.
22.1 Except as otherwise set out in these Conditions, neither Party shall assign, novate, sub-license, mortgage or otherwise transfer in whole or in part any of its rights and/or obligations under the Contract without the prior written consent of the other Party.	22.1 USTUPANJE	25.6 Entire Agreement: The Contract contains all the terms agreed between the Parties regarding its subject matter and supersedes and replaces any prior agreement, understanding or arrangement between them, whether oral or in writing.	25.5 Prava i pravna sredstva: Prava i pravna sredstva Ugovornih strana pravljena ovim Ugovorom postoje uzbila koja prava i pravna sredstva predviđena po zakonu i ne isključuju ih.
22.2 Customer may assign, novate, sub-license, mortgage or otherwise transfer in whole or in part any of its rights and/or obligations under the Contract to another member of its Group.	22.1 Osim kako je drugače utvrđeno u ovim Uslovima, nijedna Ugovorna strana u celosti ili delimično ne ustupa, obnavlja, daje pod licencu, zalaže, ili drugače prenosi bilo koja svoja prava odnosno obaveze po Ugovoru bez prethodne pisane saglasnosti druge Ugovorne stane.	25.7 Severability: Each provision of the Contract is severable and distinct from the others.	25.6 Celokupni Ugovor: Ugovor sadrži sve uslove dogovorene između Ugovornih strana u odnosu na predmet i stavku van snage i zamenjuje svaki prethodni ugovor, sporazum ili aranžman između njih bilo da je usmeni ili pisani.
23 SUB-CONTRACTING	22.2 Kupac može u potpunosti ili delimično ustupiti, obnoviti, dati pod licencu, zalažati ili drugače preneti svoja prava i obaveze po Ugovoru drugim članovima svoje Grupacije.	25.8 Third Party Rights: Except as otherwise set out in the Contract, no rights will be conferred under the Contract on any person other than the Parties, and no person other than the Parties will have any right to enforce any term of the Contract.	25.7 Odvjivost: Svaka odredba Ugovora je odvijiva i različita od drugih.
23.1 Supplier may sub-contract the performance of any of its obligations under the Contract without the prior written consent of Customer.	23.1 PODUGOVARANJE	25.9 Notices: All notices and other communications required to be given under the Contract must be in writing and may be delivered by email, provided that any notice given pursuant to the termination, variation or waiver clauses of the Contract is only valid if delivered by hand, registered post (or similar) or courier to the intended recipient's registered office or principal place of business, and delivered FAO: Legal Dept. Any such notice will be deemed to be received on delivery if delivered by hand or courier, or three days after dispatch if sent by registered post (or similar).	25.8 Prava trećih lica: Osim ukoliko je drugače utvrđeno u ovim Uslovima, nikakva prava po Ugovoru se ne poveravaju bilo kom trećem licu osim Ugovornim stranama i nijedno licje osim Ugovornih strana nema nikakvo pravo da sprovodi bilo koji uslov Ugovora.
23.2 Supplier remains responsible to Customer for the performance and observance of all its obligations under the Contract and for the consequences of any acts or omissions of its sub-contractors arising in connection with the Contract to another member of its Group.	23.2 Kupac može u potpunosti ili delimično ustupiti, obnoviti, dati pod licencu, zalažati ili drugače preneti svoja prava i obaveze po Ugovoru drugim članovima svoje Grupacije.	25.10 Data Protection: Customer collects and processes contact details, transaction history, payment details, employment information, and other necessary personal data, about Supplier and its personnel, in order to enter into and fulfil contracts, as well as for legitimate business purposes, including to maintain the business relationship, to facilitate the provision of the agreed products or services, to settle payments, to conduct certain checks for anti-fraud or other reasons, for auditing purposes and for internal evaluation. To fulfill these purposes, Supplier's data may be shared with other Customer Group companies, service providers, suppliers or business partners within and outside the EU/EEA. Supplier's data will be treated as confidential, protected by appropriate security measures, and retained only for so long as the law allows, after which time it will be deleted. Customer's privacy policy can be found at global_policies (carlsberggroup.com) . At any time, Supplier may request further information about the processing of its personal data and ask that it be corrected, deleted or restricted in processing. To do so, please contact privacy@carlsberg.com . If Supplier has any complaints about Customer's processing of its personal data, Supplier should contact Customer before contacting the data protection authority.	25.9 Obaveštenja: Sva obaveštenja i ostala komunikacija koja treba da se da po Ugovoru je u pisanoj formi i može se dostaviti e-mailom pod uslovom da je svako obaveštenje koje se daje u odnosu na odredbe o raskidu, kršenju, ili odustajanju u ovom Ugovoru jedino važeće ukoliko se dostavi lično, preporučenom poštom (ili slično) ili kurirskom službom u registrovano sedište ili osnovno mesto poslovanja primaoca i dostavi n/r: Direkciji pravnih poslova. Smatra se da je svako takvo obaveštenje primljeno po isporudi ukoliko se dostavi lično ili kurirskom službom, ili tri dana po slanju ukoliko se šalje preporučenom poštom (ili slično).
24 COMPLIANCE	24.1 USKLADENOST	25.10 Zaštita podataka: Kupac prikuplja i obraduje kontakt podatke, istoriju transakcija, podatke o plaćanju, informacije o zaposljavanju i druge neophodne lične podatke de Dobavljaču i njegovom osoblju, kako bi zaključio i ispunio ugovore, kao i za legitimne poslovne svrhe, uključujući da održava poslovni odnos, da olakša isporuku ugovorenih proizvoda ili pružanje usluga, da izmiri plaćanja, da sproveđe određene provere za borbu protiv prevara ili drugih razloga, u svrhe revizije i za internu procenu. Da bi se ispunile ove svrhe, podaci Dobavljača mogu se deliti sa drugim kompanijama Grupacije Kupca, pružaćicima usluga, dobavljačima ili poslovnim partnerima unutar i van EU/EEZ. Podaci Dobavljača biće tretirani kao poverljivi, zaštićeni odgovarajućim bezbednosnim merama i čuvani samo onoliko dugo koliko zakon dozvoljava, nakon čega će biti izbrisani. Politika privatnosti korisnika se može naći na global_policies (carlsberggroup.com) . U bilo kom trenutku, Dobavljač može zatražiti dodatne informacije o obradi svojih ličnih podataka i zatražiti da se oni isprave, izbrisu ili ograniče u obradi. Da biste to uradili, kontaktirajte privacy@carlsberg.com . Ako Dobavljač ima bilo kakve pritužbe na Kupčevu obradu njegovih ličnih podataka, Dobavljač treba da kontaktira Kupca pre nego što kontaktira organ za zaštitu podataka.	25.10 MERODAVNO PRAVO I JURISDIKCIJA
24.1 Each Party warrants and undertakes that, in connection with the Contract, it will comply with all Applicable Laws. Further, each Party warrants and represents that it has knowledge of laws relating to anti-corruption, competition, data protection and trade sanctions, and that all applicable measures are in place (e.g. comprehensive training), to secure that Party's compliance with such laws.	24.1 Svaká Ugovorna strana garantuje i obavezuje se da će, u vezi sa Ugovorom, poštovati sve Važeće zakone. Dajte, svaka Ugovorna strana garantuje i izjavljuje da poznaje zakone koji se odnose na borbu protiv korupcije, zaštitu konkurenčije, zaštitu podataka i trgovinske sankcije, i da su na snazi sve primenjive mере (npr. sveobuhvatna obuka), kako bi se obezbedila uskladenost te Ugovorne strane sa takvim zakonima.	26.1 The Contract and all non-contractual obligations arising from or connected with the Contract will be governed by and construed in accordance with Swiss law or, if Customer is not Carlsberg Supply Company AG, the law of the country in which Customer is domiciled.	26.1 Ugovor i sve vanugovorne obaveze koje priznajuju i iz su povezane sa Ugovorom bice regulisani i tumačeni u skladu sa švajcarskim zakonom ili, ako Kupac nije Carlsberg Supply Company AG, zakonom zemlje u kojoj Kupac ima sedište.
24.2 In connection with the Contract, a Party shall not; and shall procure that its Representatives will not give, offer, promise to give or authorise, directly or indirectly, any financial or other advantage to another person in violation of, or that would cause the other Party or its Representatives to be in violation of, any applicable foreign or domestic anti-bribery and corruption laws.	24.2 U odnosu na Ugovor Ugovorna strana neće, direktno ili indirektno dati, nuditi, obećavati ili odobravati finansijsku ili drugu korist drugom licu i neće dovesti do toga da to rade njegovi Predstavnici, čime bi se prekršili, ili čime bi se dovelo do toga da druga Ugovorna strana ili njeni Predstavnici krše bio koji primenjive domaće i strane propise o borbi protiv mita i korupcije.	26.2 The Convention on the International Sale of Goods does not apply to the Contract.	26.2 Konvencija o međunarodnoj prodaji robe se ne primjenjuje na Ugovor.
24.3 Supplier warrants and represents that it shall promptly respond to any reasonable request of Customer for additional information about Supplier and its business, for example, Customer's third party screening questionnaires, and that its responses to the same, including any warranties given therein, will be complete and accurate.	24.3 Dobavljač garantuje i izjavljuje da će odmah odgovoriti na svaki razuman zahtev Kupca za dodatnim informacijama o Dobavljaču i njegovom poslovanju, na primer, Kupčeve upitnice za skrining treće strane, i da će njegovi odgovori na iste, uključujući sve garancije da date u njima, biti potpuni i tačni.	26.3 The Parties submit to the exclusive jurisdiction of the courts of the Canton of Zurich or, if Customer is not Carlsberg Supply Company AG, of the country in which Customer is domiciled, to resolve any disputes save that the Parties may commence injunctive, declaratory or enforcement proceedings in any court of competent jurisdiction.	26.3 Ugovorne strane se podvrgavaju isključivo nadležnosti sudovima u Kantunu Cirk ili, ako Kupac nije Carlsberg Supply Company AG, u zemlji u kojoj Kupac ima sedište, za rešavanje bilo kakvih sporova osim da Ugovorne strane mogu inicirati postupak za određivanje privremene mere, deklarativni ili izvršni postupak u bilo kom nadležnom sudu.
24.4 Supplier shall at all times comply with the Supplier and Licensee Code of Conduct.	24.4 Dobavljač je sve vreme uskladen s Kodeksom ponašanja dobavljača i primaciala licence.		
24.5 In connection with the Contract, each Party confirms that it has not engaged, nor will it engage, in price fixing, bid rigging, market sharing, output restriction, illegal price information exchange agreements or other behaviour that breaches applicable competition laws.	24.5 U vezi sa Ugovorom, svaka Ugovorna strana potvrđuje da se nije angažovala, niti će se baviti nameštanjem cena, nameštanjem ponuda, deljenjem tržišta, ograničenjem proizvodnje, nezakonitim sporazumima o razmeni informacija o cenama ili drugim ponašanjem koje krši važeće zakone o zaštiti konkurenčije.		
24.6 In connection with this Agreement, each Party will comply with all applicable sanctions, import, re-import, export, and re-export control laws, including those administered and enforced by the United States, the United Nations, the European Union, Her Majesty's Treasury and/or any other sanctions or export control authority (Sanctions) and neither Party will be required to undertake any activity pursuant to this Agreement that would violate any Sanctions. Further, Customer may, without incurring any liability to Supplier, terminate this Agreement with immediate effect if: (i) any provision of this Agreement at any point violates, or is deemed to violate Sanctions; (ii) Sanctions make the performance of this Agreement commercially unreasonable; and (iii) Supplier, or any of its directors, employees, shareholders, affiliated companies or sub-contractors, become subject to Sanctions or breach any Sanctions.	24.6 U vezi sa ovim Ugovorom, svaka Ugovorna strana će se pridržavati svih važećih zakona o sankcijama, uvozu, ponovnom uvozu, izvozu i kontroli ponovnog izvoza, uključujući one koje primenjuju i sprovođe Sjedinjene Države, Ujedinjene nacije, Evropska unija, Trezor Ujedinjenog Kraljevstva i/ili bilo koji drugi organ za sankcije ili kontrolu izvoza (sankcije) i nijedna Ugovorna strana neće biti obavezna da preduzmu bilo kakvu aktivnost u skladu sa ovim Ugovorom koja bi prekršila bilo koje sankcije. Dajte, Kupac može, bez preuzimanja bilo kakve odgovornosti prema Dobavljaču, da raskine ovaj Ugovor sa trenutnim dejstvom ako: (i) bilo koja odredba ovog Ugovora u bilo kom trenutku krši sankcije ili se smatra da krši sankcije; (ii) sankcije čine izvršenje ovog Ugovora komercijalno nerazumnim; i (iii) Dobavljač, ili bilo koji od njegovih direktora, zaposlenih, akcionara, povezanih kompanija ili podizvodčica, postanu predmet sankcija ili prekrši bilo koju sankciju.		
25 GENERAL	25.1 OPSTE		
25.1 Survival: The expiry or termination of this Contract for any reason, will not affect the coming into force or the continuation in force of any of its provisions which expressly or by implication are intended to come into force or to continue in force thereafter.	25.1 Važeње: Isteček ili raskid ovog Ugovora iz bilo kog razloga neće uticati na stupanje na snagu ili ostanak na snazi bilo koje njegove odredbe koje izričito ili implicitno imaju za cilj da stupe na snagu ili da ostanu na snazi nakon toga.		
25.2 Further Assurance: The Parties shall execute and deliver all such further documents, and take all such further actions, as may be reasonably required to give full effect to the matters and transactions contemplated by the Contract.	25.2 Dajla potvrda: Ugovorne strane zaključuju i dostavljaju sve druge dokumente i preduzimaju sve druge mere koje se mogu opravdano zahtevati da bi se u potpunosti primenile stvari i transakcije predviđene Ugovorom.		
25.3 Waiver: The failure of either Party to enforce or to exercise at any time or for any period of time any term or any right pursuant to the Contract will not constitute a waiver of such term or right and will in no way affect that Party's right later to enforce or to exercise it. A waiver of any right or remedy under the Contract or by law is only effective if given in writing.	25.3 Odustajanje: Ukoliko bilo koja Ugovorna strana u bilo koje vreme ili tokom bilo kog vremenskog perioda ne primenjuje ili ne sprovodi bilo koji uslov ili bilo koje pravo u skladu s Ugovorom, ovo ne predstavlja odustajanje od tog uslova ili prava i nikako ne utiče na to da ga Ugovorna strana kasnije primenjuje ili sprovodi. Odustajanje od bilo		
25.4 Variations: No alteration to or variation of the Contract will take effect unless and until the			