



OPŠTI USLOVI PRODAJE

Sika Srbija d.o.o.

GENERAL TERMS AND CONDITIONS OF SALE

Sika Serbia I.I.c.

Porudžbina robe:

Porudžbine kupaca primaju se elektronski putem, od strane ovlašćenih predstavnika Kupca, slanjem e-maila na adresu customerservice@rs.sika.com odnosno orders@rs.sika.com (za distributere) svakog radnog dana u periodu od 8 časova do 16 časova. Porudžbenica koja je primljena nakon isteka radnog vremena smatraće se da je primljena narednog radnog dana, osim ukoliko Prodavac ne naznači drugačije u potvrdi Porudžbenice. Prodavac se obvezuje da će isporučiti robu u standardnom fabričkom pakovanju.

Ponuda:

Naše ponude podrazumevaju, ukoliko drugačije nije ugovoreno, određene uslove u pogledu cena bez poreza na dodatnu vrednost, roka isporuke i količine, ocarinjeno na osnovu trenutno važećih carinskih, poreskih i transportnih propisa i tarifa. Svako povećanje ovih tarifa do trenutka isporuke idu na teret Kupca. Ovde se izričito izuzimaju oni ugovori koji su vezani posebnim ponudama. Kupoprodajni uslovi Kupca važe samo u slučaju, ukoliko su priznati s naše strane. Za slučaj da Kupac ima dospelu potraživanja Prodavac zadržava pravo da ne izvrši isporuku poručene robe u skladu sa uslovima definisanim u prihvaćenoj ponudi.

Cene:

Prodavac će fakturisati proizvode po cenama iz cenovnika važećeg na dan isporuke, odnosno uplate u slučaju avansnog plaćanja. Kod avansnog plaćanja za robu prema profakturi, ista se može preuzeti, odnosno, isporučiti isključivo nakon prijema potvrde poslovne banke Prodavaca o primljenoj uplati. Cene iz cenovnika su preporučne, ali neobvezujuće. Sve cene su veleprodajne, izražene u dinarima, po paritetu FCO Šimanovci utovareno u prevozno sredstvo (ukoliko drugačije nije ugovoreno).

Prodavac može izvršiti promenu Cenovnika iz opravdanih razloga, bez saglasnosti Kupca, o čemu je dužan da obavesti Kupca najmanje 15 dana pre stupanja na snagu novog Cenovnika.

Kvalitet robe:

Kvalitet proizvoda, proizvedenih prema originalnoj Sika tehnologiji, kontroliše se tokom proizvodnje. Dodaci za betone kontrolišu se kod ovlašćenih institucija u Republici Srbiji. Prodavac garantuje Kupcu da su proizvodi u saglasnosti sa specifikacijama datim u poslednjim verzijama tehničkih listova proizvoda, koji su dostupni na zahtev Kupca.

Uslovi isporuke:

Naručeni proizvodi raspoloživi u našem magacinu isporučuju se u roku do 15 radnih dana od prijema porudžbine, ukoliko poručeni proizvoda ima u svom magacinu u dovoljnim količinama, a u suprotnom će bez odlaganja obavestiti Kupca o najbližem datumu moguće isporuke. Rok isporuke počinje od datuma prijema porudžbenice, osim ako isporuka nije uslovljena avansnim plaćanjem ili prijemom garancije plaćanja od Kupca. Prodavac na zahtev Kupca može organizovati prevoz robe u ime i za račun Kupca, ili o sopstvenom trošku (ukoliko je tako ugovoreno). Minimalna količina za isporuku je standardno pakovanje definisano u Cenovniku, sa izuzetkom pojedinih materijala.

Minimalan iznos pojedinačne porudžbine je 30,000 dinara bez PDV.

Za slučaj da Kupac ima dospelu potraživanja Prodavac zadržava pravo da ne izvrši isporuku poručene robe.

Reklamacija:

Reklamacije za uočena vidljiva fizička oštećenja proizvoda i neadekvatan rok trajanja priznaju se u roku od osam (8) radnih dana od dana prijema robe. Za robu isporučenu brzom poštom sve nedostatke je potrebno uočiti i prijaviti neposredno prilikom preuzimanja robe (u skladu sa politikom poslovanja brze pošte). Potpisivanjem otpremnice prilikom preuzimanja robe kupac potvrđuje kvantitativnu ispravnost, naknadno uočene neadekvatne količine isporučenih proizvoda neće biti prihvaćene. Reklamacije za uočene nedostatke po pitanju kvaliteta proizvoda priznaju se do isteka roka trajanja isporučenog proizvoda. Reklamacija mora biti sastavljena u pisanom obliku uz priloženi komisijiski zapisnik. Kupac se obavezuje da će pre prijema robe ispitati njenu upotrebljivost. U slučaju opravdane reklamacije, Prodavac ima

1. Orders of Goods:

Customers' orders are received electronically, sent by authorized Customer representatives, by e-mail order to e-mail address customerservice@rs.sika.com or orders@rs.sika.com (for distributors) each working day from 8 to 16 hours. Order received after working hours will be considered received following working day unless Seller specifies otherwise in his Order confirmation. Seller undertakes to deliver the goods in standard factory packaging.

2. Offers:

Unless otherwise specified, our offers provide for specific requirements with respect to prices without Value Added Tax, delivery period and quantity, duty paid based on applicable customs, tax and transport regulations and rates regarding customs, tax and transportation. Each increase of these rates up to the moment of delivery shall be charged to the Customer. Agreements related to special offers will be excluded. Customer's terms of sale will be valid only if our company agrees to such terms. In the event of delays in payment, our company shall not be under obligation to make the delivery according to previously accepted order.

3. Prices:

Seller will invoice the products according to prices specified in the price list applicable at delivery date, or payment date, in the event of advance payment. With respect to advance payments for goods based on pro-forma invoice, goods may be received or delivered only after receiving certificate of payment from the Seller's business bank. The prices in this price list are recommended but not obligatory. All prices are wholesale prices, stated in Dinars, FCO Šimanovci loaded on vehicle (unless otherwise specified).

Seller can make changes of Price list due out of justified reasons, without Customers consent, informing Customer, at least 15 days prior to this change.

4. Quality of Goods:

Quality of products manufactured according to original Sika technology is controlled during manufacture. Concrete additives are controlled in certified institutions in the Republic of Serbia. Seller guarantees that the Sika-Products comply with the specifications of the most recent Product Data Sheet, which are available on customers request.

5. Terms of Delivery:

Ordered products which are available in our warehouse are delivered within the period of up to 15 working days from received Order, if ordered goods are available in sufficient quantities, otherwise will without delay inform Customer about earliest delivery date. Delivery period starts from the date at which the sales order is received, unless the delivery is subject to advance payment or Customer's payment guarantee. At Customer's request, Seller may organize transportation of goods for and on behalf of the Customer, or at its own expense (if so agreed). Minimum quantity which can be delivered is standard packaging as defined in pricelist, with an exception of specific materials. Minimum order value is 30,000 dinars without VAT.

In case of due receivables from Customer Seller keeps his right to hold the delivery of ordered goods.

6. Claims:

Claims regarding identified visible physical damage of a product and inadequate shelf life will be recognized within eight (8) working days from the date at which goods have been received. For goods delivered by courier services all claims should be noticed and claimed during the take over of the products (according to courier services policies). By signing the delivery note when taking over delivery of goods, the Customer confirms that the quantity is correct and any subsequently identified inadequate quantities shall not be accepted. Claims for identified faults regarding quality of a product will be recognized until expiration date of delivered product. The claim must be made in writing with enclosed record prepared by an inspection committee. Customer undertakes to inspect fitness for use of goods before take over of the goods. In the event of a reasonable claim, Seller may choose to either

pravo po vlastitom izboru, ili preuzeti robu s nedostatkom nazad i raskinuti ugovor, te vratiti novčanu naknadu po prodajnoj ceni ili uraditi knjižno odobrenje. U oba slučaja, podnošenje reklamacije ne oslobađa Kupca od obaveze plaćanja. U slučaju nepravilnog rukovanja robom ili neadekvatne obrade koje bi uzrokovale štetu, Prodavac je oslobođen bilo kakve obaveze prema Kupcu. Naša tehnička uputstva u pisanom i usmenom obliku obavezuju Kupca na odgovarajuće rukovanje robom i ne oslobađaju ga od odgovornosti od njegove obaveze da uputstvo proizvoda pre upotrebe ili prodaje detaljno prouči.

Najviši iznos pojedinačne naknade štete za koju bi Prodavac eventualno bio odgovoran prema Kupcu ili trećim licima u vezi sa proizvodima koji su upotrebljeni na pojedinačnim predmetnom objektu na kome je nastala šteta ne može biti viši od dvostruke vrednosti proizvoda koji su upotrebljeni na pojedinačnom predmetnom objektu, ukoliko se dokaže da su ti proizvodi prouzrokovali štetu.

Iznos ukupne naknade štete za koju bi Prodavac eventualno bio odgovoran prema Kupcu, ili trećim licima, u vezi sa Sika proizvodima, bez obzira da li je nastao iz ili u vezi sa ovom garancijom, štetnom radnjom (uključujući i nehat), kršenjem zakonskih odredbi ili na drugi način, ne može ni pod kojim uslovima preći vrednost od 50,00% neto iznosa koji je fakturisan Kupcu (bez PDV) za Sika proizvode koji su isporučeni Kupcu za najviše 12 meseci koji prethode datumu isporuke reklamiranih proizvoda.

Uslovi plaćanja:

Plaćanje se vrši prema sledećim uslovima:

- plaćanje unapred
- mogućnost odloženog plaćanja uz obaveznu dostavu obezbeđenja plaćanja (overena i registrovana blanko menica uz ovlašćenje i kopiju depo kartona; bankarska garancija banke izdata od strane banke prihvatljive za Prodavca). Datumom nastanka obaveze plaćanja smatra se datum otpreme robe iz skladišta Prodavaca, a datumom plaćanja datum kada je uplata evidentirana na tekućem računu Prodavaca. U slučaju zakašnjenja plaćanja, Kupcu će biti obračunata zatezna kamata u visini zakonom propisane zatezne kamate. Za slučaj kašnjenja u plaćanju, obustave plaćanja, platežne nesposobnosti, otvaranja postupka likvidacije ili stečaja Kupca, Prodavac ima pravo da zatraži povrat robe, koja nije upotrebljena, s pravom zadržavanja vlasništva. Stavljanje na snagu zadržavanja prava nad robom ne znači raskid ugovora, već samo sredstvo osiguranja plaćanja.

Ostale odredbe:

U slučaju značajnije promena vrednosti dinara u odnosu na euro ili značajnijih poremećaja na tržištu, Prodavac zadržava pravo promena cena bez prethodne najave. Povrat posebno naručene robe koja nije u cenovniku ili nije u standardnom programu nije moguć.

Kodeks ponašanja:

Prodavac je dužan da se u svom poslovanju pridržava principa navedenih u Kodeksu ponašanja Sika Srbije.

Lojalna konkurencija:

Prodavac treba da postupa fer sa svim kupcima. Prodavac ne sme da razgovara, dogovara se, niti saraduje sa konkurencijom u vezi sa strategijama, cenama, tržištima, klijentima, proizvodima, proizvodnjom ili drugim osetljivim tržišnim pitanjima. Takođe, zabranjeno je dogovaranje o preprodajnim cenama sa klijentima Sika Srbije, kao ni utvrđivanje fiksnih cena prema trećim licima u razgovorima sa distributerima.

receive the faulty goods and terminate the agreement and return the fee at selling price, or to prepare a credit note. In both situations, submittal of claims does not relieve the customer from payment liability. In the event of improper handling of goods or inadequate processing, which may cause damage, Seller is free of any liability toward the Customer. Customer is bound by our written and verbal technical instructions to handle the goods appropriately and the Customer is not relieved of responsibility to thoroughly study the instructions before use or sales.

Single liability to the Customer, for which Seller might be liable to Customer and third parties, in connection with Sika products used on single site can't be higher than double value of Sika products used on that single damaged site, if priorly proved that damage was caused by Sika products.

Sika's maximum aggregate liability to the Customer and third parties in connection with the Sika-Products, whether arising in or caused by breach of this Guarantee, or breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed 50% of the net invoiced amount (excl. VAT) of the Sika-Products delivered in the 12 months preceding the delivery of the defective Products.

7. Terms of Payment:

Payment is made based on the following conditions:

- advance payment
- deferred payment option with mandatory submittal of security instruments (certified and registered bill of exchange with authorization and a copy of specimen signatures; letter of guarantee issued by the bank acceptable by Seller).

Starting date of payment liability shall be the date at which goods are shipped from the Seller's warehouse, and payment date shall be the date when the payment made to the Seller's account is entered into record. In the event of delays in payment, Customer shall be charged with default interest in the amount of default interest provided for under the law. In the event of delays in payment, cancellation of payment, insolvency, initiated Customer's liquidation or bankruptcy proceedings, Seller may request return of unused goods, with right of retention. Exercising the retention of right to the goods does not constitute termination of agreement, it only represents security.

8. Other:

In the event of major adjustments in the value of Dinar compared to Euro, or greater market disruptions, Seller reserves the right to make adjustments to the prices without prior notification. Return of specially ordered goods, which have not been specified in the price list or the standard product range, shall not be possible.

9. Code of conduct:

10. The Seller is obliged to adhere to the principles stated in the Code of Conduct of Sika Serbia in his business.

11. Loyal competition:

12. The Seller should treat all the buyers fairly. Seller should not discuss, negotiate, or cooperate with competition regarding strategies, pricing, markets, customers, products, manufacturing, or other sensitive market issues. Also, it is forbidden to negotiate resale prices with Sika Serbia clients as well as price fixing to third parties in communication with distributors.