

**OPŠTI USLOVI I ODREDBE POSLOVANJA HEMOFARM-a
AD VRŠAC ZA NABAVKU ROBE I USLUGA**

Član 1: Predmet regulisanja

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

Član 2: Delokrug primene

Opšti uslovi će se primenjivati u svim slučajevima nabavke robe i usluga od strane HEMOFARM-a i njegovih Zavisnih društava (kako su dole definisana) i Hemofarm Fondacije, u kojima takav odnos ili pojedinačno pitanje iz takvog odnosa nije pisanim putem uređeno ugovorom. Ukoliko su pisanim putem ugovoren samo pojedini elementi poslovnog odnosa, ovi Opšti uslovi će se primenjivati po pitanju i u pogledu uslova i odgovornosti koje nisu regulisane pisanim putem. Opšti uslovi dobavljača, ukoliko postoje, neće obavezivati HEMOFARM, niti njegova Zavisna društva i Hemofarm Fondaciju, osim ako je drugačije ugovoreno pisanim putem, te dobavljač prihvata odredbe ovih Opštih uslova, i dalje je saglasan da u slučaju bilo kakve kolizije između bilo kojih odredbi opštih uslova poslovanja dobavljača (pod uslovom da su primenljivi u skladu sa ovim članom) i odredbi ovih Opštih uslova HEMOFARM-a da će odredbe Opštih uslova prevladavati.

Svako dalje upućivanja na Hemofarm A.D. u ovim opštим uslovima, odnosiće se i primenjivati i na njegova Zavisna društva i Hemofarm Fondaciju, ukoliko je predmet nabavke robe ili usluga izvršen od strane Zavisnog društva i Hemofarm Fondacije.

Ovi opšti uslovi se neće primenjivati na Velexfarm doo Beograd.

HEMOFARM AD

**GENERAL TERMS AND CONDITIONS OF BUSINESS
OPERATIONS OF HEMOFARM AD VRŠAC FOR
PURCHASING OF GOODS AND SERVICES**

Article 1: Subject of Regulation

The subject of regulation of these General Terms and Conditions of Business Operations of HEMOFARM AD Vršac for Purchasing of Goods and Services (hereinafter: ‘General Terms’), is defining general terms that regulate business-legal relationship between HEMOFARM AD Vršac (hereinafter: ‘HEMOFARM’) and suppliers in terms of purchasing of goods and services by HEMOFARM.

Article 2: Scope of Application

General Terms shall be applied in all cases of purchasing goods and services by HEMOFARM and its subsidiaries (as defined in the text below) and Hemofarm Foundation, in which such relation or an individual issue originating from such a relation has not been regulated by an agreement in writing. Provided only some elements of business relation are contracted in writing, these General Terms shall be applied in relation to and in terms of conditions and responsibilities not regulated in writing. General Terms of suppliers, if any, shall not be binding upon HEMOFARM or its Subsidiaries and Hemofarm Foundation , unless otherwise contracted in writing, and the supplier shall accept provisions of these General Terms and shall further agree that in case of any collision of any provisions of general terms of business operations of suppliers (provided they are applicable in line with this article) and provisions of these General Terms of HEMOFARM, the provisions of General Terms shall prevail.

Any further references to Hemofarm A.D. in these General Terms shall also refer and apply to its Subsidiaries and Hemofarm Foundation, if the subject of purchasing of goods or services is carried out by the Subsidiary and Hemofarm Foundation.

These General Terms will not apply on Velexfarm doo Belgrade.

Za potrebe ovih Opštih uslova, pojam Zavisnog društva podrazumeva učešće Hemofarma A.D. u udelima u nekom pravnom licu kojim se ostvaruje više od 50% glasačkih prava u takvom licu i ograničava se na Zavisna društva na teritoriji Republike Srbije.

Opšti uslovi, kao i njihove izmene, će se primenjivati i na tekuće transakcije sa dobavljačima, pod uslovom da se dobavljač, po njihovom stupanju na snagu, saglasi sa njihovom primenom. Smatraće se da takva saglasnost postoji, ukoliko u roku od 15 dana od dana kada je obavešten putem porudžbenice dobavljač pisanim putem izjavi da ne prihvata odredbe nove verzije Opštih uslova, i tada će se primenjivati ranija verzija, odnosno važeća u momentu kada je pravni odnos nastao.

For the purposes of these General Terms, the term Subsidiary shall mean the share of Hemofarm A.D. in the stakes in a legal entity, whereby it exercises more than 50% of the voting rights in such entity and is limited to Subsidiaries in the territory of the Republic of Serbia.

General Terms, as well as amendments thereto, shall be applied also to current transactions with suppliers, provided the supplier agrees with the implementation thereof, upon their coming into force. Such consent shall be deemed to exist, if the supplier states in writing that it does not accept the provisions of the new version of the General Terms within 15 days from the date of being notified through the purchase order, whereupon the earlier version, i.e. the version applicable at the time of establishing the legal relationship, shall be applied.

Član 3: Zaključivanje ugovora

Dobavljač se obavezuje da pre otpočinjanja poslovne saradnje, odnosno zaključenja ugovora, u okviru formulara koji HEMOFARM prosledi dobavljaču, dostavi HEMOFARM-u popunjeno formular sa osnovnim podacima o privrednom subjektu, a sve u cilju evidentiranja neophodnih podataka za ostvarivanje poslovne saradnje.

Samo i isključivo porudžbine učinjene od strane HEMOFARM-a putem pisane ili elektronske porudžbenice biće obavezujuće po HEMOFARM, i smatraće se ponudom za zaključenje ugovora. Ponude dobavljača, bez obzira svoju formu i sadržaj imajuće isključivo informativni karakter ili karakter poziva na ponudu, u smislu primenljivih propisa.

Article 3: Entering into Agreement

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

Orders made only and exclusively by HEMOFARM via written or electronic purchase order shall be binding upon HEMOFARM, and shall be considered the offer for entering into agreement. Offers from suppliers, regardless of their form and content, shall have informative character only or the character of invitation for an offer, in terms of applicable regulations.

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

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

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

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

Član 4: Cene

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

Na formiranje cene u porudžbini će uticati i uslovi isporuke koji su u njoj definisani (Incoterms 2010).

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

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

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

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

Article 4: Prices

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

Pricing in the order shall be influenced by the delivery terms defined therein (Incoterms 2010).

Član 5: Fakture

U slučaju prihvatanja porudžbine dobavljač će HEMOFARM-u dostaviti odgovarajuću fakturu za isporučenu robu, odnosno pruženu uslugu.

Article 5: Invoices

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

Ukoliko dobavljač dostavlja fakture u papirnom obliku , faktura mora biti dostavljena HEMOFARM-u zajedno sa svim neophodnim prilozima, i to:

- Za usluge najmanje jedan originalni primerak fakture sa prilozima, u papirnoj formi, poštom na adresu sedišta HEMOFARM-a (na ime kontakt osobe koja je izvršila porudžbinu u ime HEMOFARM-a)
- Za robu najmanje jedan primerak fakture/otpremnice sa prilozima prilikom isporuke robe, uz samu pošiljku.

Ukoliko dobavljač dostavlja fakture u elektronskom obliku, faktura mora biti dostavljena HEMOFARM-u zajedno sa svima neophodnim prilozima :

- Za robu i usluge na email adresu edoc@hemofarm.com
- Za robu najmanje jedan primerak otpremnice sa prilozima prilikom isporuke robe, uz samu pošiljku

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

- ime zaposlenog koji je izvršio porudžbinu u ime HEMOFARM-a;
- broj i datum porudžbine naveden u porudžbenici poslatoj od strane HEMOFARM-a.

HEMOFARM zadržava pravo da od dobavljača zahteva da izvrši kompletiranje nekompletnih faktura, ispravku grešaka u njihovoј sadržini ili njihovo dostavljanje u odgovarajućem broju primeraka, i neće imati obavezu da izvrši plaćanje dok mu ne budu dostavljene ispravne i kompletne fakture u dovoljnem broju primeraka.

If the supplier delivers invoices in hard copy, the invoice, together with all required annexes, has to be submitted to HEMOFARM, more precisely:

- For services, minimum one original copy of an invoice with annexes, in hard copy, by mail to the address of the seat of HEMOFARM, (to the attention of the contact person who has made the order on behalf of Hemofarm)
- For goods, minimum one copy of an invoice/dispatch note with annexes when the goods are delivered, together with the shipment itself.

If the supplier delivers invoices in an electronic form, the invoice, together with all required annexes, has to be delivered to HEMOFARM:

- For goods and services to the e-mail address edoc@hemofarm.com
- For goods, minimum one copy of a dispatch note, with annexes, during the delivery of goods, together with the shipment itself.

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

- name of an employee who has made the order on behalf of HEMOFARM;
- number and date of the order indicated in the purchase order sent by HEMOFARM.

HEMOFARM reserves the right to request from suppliers to complete incomplete invoices, correct errors in their content or deliver the appropriate number of copies thereof, and shall not be obliged to effect payment until correct and complete invoices, in a sufficient number of copies, are delivered to it.

Article 6: Payment Terms

Član 6: Uslovi plaćanja

Ako nije drugačije dogovoreno pisanim putem (ugovorom o nabavci, mailom i dr.), uslovi i rok plaćanja će biti definisani u porudžbenici, s tim da ako rok nije naveden, primeniće se rok od 60 dana računajući od dana izdavanje fakture za isporučenu robu, odnosno pruženu uslugu.

Član 7: Vreme isporuke

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

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

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

Član 8: Transfer rizika i količine isporuke

Ako nije drugačije dogovoreno pisanim putem, datum transfera rizika će biti utvrđen u skladu sa komercijalnim uslovima „Incoterms 2010“ Međunarodne privredne komore (ICC).

Unless otherwise agreed in writing, (by purchase agreement, e-mail, etc.), payment terms and due date shall be defined in the purchase order, whereby if the due date is not indicated, the 60-day due date shall be applied, starting from the date of issuance of invoice for the delivered goods or rendered service.

Article 7: Time of Delivery

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

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

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

Article 8: Transfer of Risk and Quantity of Delivery

Unless otherwise agreed in writing, the risk transfer date will be established in line with the commercial terms ‘Incoterms 2010’ of the International Chamber of Commerce (ICC).

Član 9: Odgovornost dobavljača za količinu robe

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

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

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

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

Article 9: Responsibility of Suppliers for Quantity of Goods

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

In case the supplier delivers to HEMOFARM a smaller quantity of goods than ordered, HEMOFARM reserves the right to request from the supplier to carry out delivery of missing quantity of goods within reasonable deadline, which shall be defined in the specific case. In case the supplier fails to carry out the delivery of the missing quantity of goods within the defined deadline, the supplier undertakes to deliver the corrected invoice or invoice in line with the smaller quantities that were delivered.

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

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

Član 10: Odgovornost dobavljača za kvalitet robe ili usluge

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

U pogledu neblagovremeno, nekvalitetno ili nepotpuno pružene usluge, odnosno uočenim nedostacima, HEMOFARM će obavestiti dobavljača bez odlaganja, u najkraćem roku od saznanja za takvu okolnost. U pogledu kvalitativnih nedostatka isporuke robe, HEMOFARM će obavestiti dobavljača odmah po uočavanju istih, a najkasnije u roku od 7 dana od dana kada su nedostaci uočeni. O skrivenim nedostacima (onima koji nisu uočljivi prostim vizuelnim pregledom) dobavljač može biti obavešten najduže u roku od 12 meseci od dana isporuke robe s tim što u slučaju da roba koja je isporučena ima označen rok trajanja, rok za prijavljivanje skrivenih nedostataka će biti dan isteka roka trajanja.

Dobavljač će, po priјemu pisanog obaveštenja HEMOFARM-a, uočene nedostatke otkloniti u najkraćem mogućem roku, pri čemu će rok biti definisan u svakom konkretnom slučaju.

Ukoliko dobavljač, po zahtevu HEMOFARM-a, ne otkloni uočene nedostatke u ostavljenom roku ili ako to nije moguće, HEMOFARM će imati pravo da, po svom izboru, umanji cenu za isporučenu robu ili da raskine ugovor i dobavljaču vrati celokupnu primljenu robu uz potraživanje eventualno plaćene cene. U svakom slučaju, HEMOFARM će imati pravo na naknadu svake eventualno pretrpljene štete po ovom osnovu.

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

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

In terms of untimely, poor-quality or incompletely rendered service or identified deficiencies, HEMOFARM shall notify the supplier without any delay, as soon as possible after learning of such circumstances. In terms of qualitative deficiencies of the goods delivery, HEMOFARM shall notify the supplier immediately after observing them, and within 7 days from the identification thereof, at the latest. The supplier may be notified of the hidden deficiencies (those that are not visible in naked visual inspection) within 12 months from the date of delivery of goods, at the latest, whereby if the delivered goods have a designated shelf life, the deadline for reporting hidden deficiencies shall be the expiration of the shelf life.

Upon receipt of a written notification from HEMOFARM, the supplier shall eliminate the observed deficiencies as soon as possible, whereby the deadline shall be defined in each specific case

If the supplier fails, at the request of HEMOFARM, to eliminate the observed deficiencies within the set deadline or if it is not possible, HEMOFARM shall be entitled, at its discretion, to reduce the price for the delivered goods or terminate the agreement and return to the supplier the complete received goods, and claim the possibly paid price. In any case, HEMOFARM shall be entitled to compensation of any possibly incurred damage in this regard.

U slučaju da dobavljač osporava tvrdnju HEMOFARM-a o neadekvatnom kvalitetu robe, uzorak robe će radi utvrđivanja njenog kvaliteta biti upućen na ocenu nezavisnom trećem licu osposobljenom za utvrđivanje kvaliteta predmetne robe, koje će biti odabrano u dogovoru sa dobavljačem. Troškove ocene kvaliteta od strane nezavisnog trećeg lica će predujmiti obe strane u jednakim iznosima, a konačno snositi strana čija se tvrdnja ispostavi kao netačna.

Dobavljač će HEMOFARM obavestiti o promenama od standarda kvaliteta i specifikacije robe, u pisanim obliku. Predložene promene neće postati efektivne za isporuku robe ka HEMOFARMU pre HEMOFARM-ove pisane saglasnosti.

Član 11: Garancija

U slučaju da je za isporučenu robu uobičajeno izdavanje garancije od strane proizvođača, dobavljač će istu dostaviti HEMOFARM-u, a HEMOFARM će istu prihvati i koristiti tokom celog perioda njenog trajanja, u punom obimu prava predviđenih takvom garancijom.

Za iznose avansnih uplata koje su veće 10.000 EUR u dinarskoj protivvrednosti, praksa HEMOFARMA je da od dobavljača zahteva da dostave bankarsku garanciju, osim ako ne postoji drugačiji dogovor između HEMOFARM i dobavljača u konkretnom poslu.

Član 12: Odgovornost dobavljača za štetu

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

In case the supplier challenges the claim of HEMOFARM that the quality of goods is improper, a sample of goods shall be sent for quality assessment to an independent third party qualified for the quality assessment of the subject goods, that will be selected in agreement with the supplier. Costs of quality assessment by an independent third party shall be paid in advance in equal amounts by both parties, and finally borne by the party the claim of which turns out to be incorrect.

The supplier shall inform HEMOFARM of changes in quality standards and specifications, in writing. Intended changes shall not become effective for delivery of goods to HEMOFARM before HEMOFARM's written approval.

Article 11: Guarantee

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

For advance payments exceeding EUR 10.000 denominated in RSD, the practice of HEMOFARM is to request from the supplier to deliver a bank guarantee, unless there is other agreement by and between HEMOFARM and the supplier in the specific transaction.

Article 12: Responsibility of Supplier for Damage

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

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

Član 13: Zaštita od evikcije

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

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

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

Član 14: Otpremnica, pakovanje i obeležavanje robe

Forma i sadržina otpremnice i pakovanje i obeležavanje robe će biti uređeni u skladu sa instrukcijama HEMOFARM-a, osim ukoliko su propisima Republike Srbije ili zemlje porekla robe predviđena drugačija pravila u pogledu načina pakovanja i obeležavanja robe.

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

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

Article 13: Protection from Eviction

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

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

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

Article 14: Dispatch Note, Packaging and Labelling of Goods

Form and contents of dispatch note and packaging and labelling of goods will be arranged in line with the instructions of HEMOFARM, unless regulations of the Republic of Serbia or the country of origin of goods stipulates different rules in view of the manner of packaging and labelling of goods.

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

**Član 15: Poštovanje zakona i propisa i sprečavanje
sukoba interesa**

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

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

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

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

**Article 15: Compliance with Laws and Regulations—
and prevention of conflict of interest**

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

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

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

The supplier guarantees to strictly adhere to the laws and regulations concerning money laundering, to firmly oppose all forms of money laundering and to take all necessary actions to prevent others from using its financial transactions for money laundering.

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

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

Od naših dobavljača očekujemo da će nam obelodaniti svaki stvarni ili potencijalni sukob interesa koji se odnose na poslovne aktivnosti koje imaju sa HEMOFARM-om. Sukob interesa predstavlja situacije u kojima je bilo koji lični ili finansijski interes zaposlenog ili njegovog/njenog povezanog pravnog ili fizičkog lica u sukobu sa odgovornošću postupanja u najboljem poslovnom interesu HEMOFARM-a, ili taj lični interes može da neprimereno ometa sposobnost izvršavanja redovnih radnih dužnosti, obaveza i odgovornosti ili da naruši nezavisnost, nepristrasnost i objektivnost.

We expect our business partners to disclose to us any actual or possible conflict of interest related to the business activities they have with HEMOFARM Conflict of interest represents situations in which any personal or financial interest of the employee or his / her related legal or natural person is in conflict with the responsibility to act in the best business interest of HEMOFARM, or that personal interest may unduly interfere with the ability to perform regular duties, obligations and responsibilities or to impair independence, impartiality and objectivity.

Član 16: Dozvole, saglasnosti i obaveze prema trećim licima

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

Article 16: Licences, Consents and Obligations toward Third Parties

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

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

The supplier guarantees and confirms that it has no obligations to any third parties which would prevent it in any way or interfere in performing its obligations toward HEMOFARM.

Član 17: Tretman pratećih dokumenata i dodataka

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

Nakon ispunjenja porudžbine, sva dokumenta i dodaci, uključujući i njihove eventualne kopije, moraju biti odmah vraćeni HEMOFARM-u, osim ako je drugačije dogovoreno pisanim putem ili je to potrebno za vršenje daljih porudžbina. Dobavljač ih ne može zadržati kao garanciju naplate svog potraživanja prema HEMOFARM-u.

Ukoliko je deo postupka nabavke izrada potrebnih dokumenata ili dodataka, smatraće se da je HEMOFARM stekao pravo svojine na njima trenutkom njihove izrade.

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

Član 18: Viša sila

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

Article 17: Treatment of Accompanying Documents and Appendices

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

After fulfilling the purchase order, all documents and appendices, including their possible copies, must be returned to HEMOFARM immediately, unless it has been agreed otherwise in writing or it is necessary for further purchase orders. The supplier cannot keep them as guarantee for collecting payment for its receivables from HEMOFARM.

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

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

Article 18: Force Majeure

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

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

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

Ipak, u slučaju da viša sila na strani dobavljača traje u periodu dužem od 3 meseca, te se zbog toga porudžbina ne može realizovati, HEMOFARM AD će imati pravo da otkaže porudžbinu i biće oslobođen svih svojih obaveza po osnovu iste, a imaće i pravo na povraćaj svih eventualno prethodno plaćenih iznosa.

Član 19: Poverljivost

Dobavljač je u obavezi da održava poverljivim svoj odnos sa HEMOFARM-om, i da detalje tog odnosa ne otkriva trećim licima, uključujući druga društva koja su članovi njegovog poslovnog sistema, kao i zaposlene koji nisu neposredno bili uključeni u poslovni odnos sa HEMOFARM-om, osim po prethodnoj pisanoj saglasnosti HEMOFARM-a.

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

Ukoliko je predmet nabavke bila proizvodnja proizvoda za potrebe HEMOFARM-a, ovaj proizvod ne može biti pomenut, ilustrovan ili se na njega ne može aludirati u propagandi dobavljača, bez prethodnog pisanih odobrenja HEMOFARM-a.

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

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

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

Article 19: Confidentiality

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

The supplier will be obliged to keep as business secret all documentation, data, and other information made available by HEMOFARM in any way (in writing, verbally, visually, and/or in electronic form) without time limitation, and to compensate HEMOFARM for any possible damage which may occur due to a breach of this obligation.

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

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

Član 20: Odredbe o osiguranju i bezbednosti

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

Zaposleni dobavljača su obavezni da se za vreme boravka u poslovnim prostorijama ili pogonima HEMOFARM - a pridržavaju instrukciju lica zaduženih za bezbednost.

Član 21: Prihvatanje BSCI Kodeksa ponašanja

HEMOFARM i dobavljač saglasno konstatuju da je HEMOFARM prihvatio i primenio BSCI Kodeks ponašanja (u originalu : BSCI Code of conduct) kao svoj standard postupanja u oblasti društvene odgovornosti.

HEMOFARM i dobavljač saglasno konstatuju i da je dobavljaču od strane HEMOFARM-a dostavljen jedan upućen na web stranicu organizacije BSCI (www.bsci-intl.org) radi podrobnjeg informisanja o BSCI Kodeksu ponašanja u oblasti društvene odgovornosti.

Imajući u vidu da zahtevi BSCI Kodeksa ponašanja podrazumevaju prihvatanje ovih pravila od strane svih dobavljača HEMOFARM-a, dobavljač izjavljuje da i sam prihvata BSCI Kodeks ponašanja, te da će sprovesti sve neophodne radnje i aktivnosti kako bi ispunio njegove zahteve.

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

Article 20: Provisions on Insurance and Security

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

Supplier's employees are obliged to follow the instructions of persons in charge of security during their stay on the business premises or plants of HEMOFARM.

Article 21: Accepting BSCI Code of Conduct

HEMOFARM and the supplier have declared in mutual agreement that HEMOFARM has accepted and applied the BSCI Code of Conduct as its standard of action in the area of social responsibility.

HEMOFARM and the supplier have declared in mutual agreement that HEMOFARM has also sent to the supplier one reference to the website of the BSCI organization (www.bsci-intl.org) for a more detailed informing about BSCI Code of Conduct in the area of social responsibility.

Taking into account that requirements of BSCI Code of Conduct imply acceptance of these rules by all suppliers of HEMOFARM, the supplier declares that it accepts BSCI Code of Conduct, and that it shall carry out all necessary actions and activities in order to fulfil its requirements.

U vezi odredbe stava 3, dobavljač potvrđuje da je upoznat sa mogućnošću da HEMOFARM može u bilo kom trenutku, sa ili bez najave, samostalno ili preko trećeg lica - ovlašćenog proverivača kojeg bi sam angažovao, izvršiti proveru dobavljača, u cilju utvrđivanja u kojoj meri dobavljač poštuje zahteve BSCI Kodeksa ponašanja. Ova provera se ne može izvršiti pre isteka 3 (tri) meseca od dana kada je HEMOFARM prvi put dostavio dobavljaču jedan primerak BSCI Kodeksa ponašanja.

With regard to the provisions of paragraph 3, the supplier confirms that it has been informed about the possibility that HEMOFARM can at any moment, with or without announcement, independently or via third party – authorized controller which it would engage on its own, perform inspection of the supplier, in order to determine the extent to which the supplier complies with the requirements of the BSCI Code of Conduct. This inspection cannot be performed before expiry of 3 (three) months from the day when HEMOFARM submitted for the first time one copy of BSCI Code of Conduct to the supplier.

U slučaju da dobavljač odbije da se podvrgne proveri iz stava 4 ovog člana, HEMOFARM može trenutno raskinuti svoj poslovni odnos sa dobavljačem, bez davanja bilo kakvih dodatnih rokova ili upozorenja.

If the supplier refuses to be subjected to inspection from paragraph 4 of this article, HEMOFARM may momentarily terminate its business relation with the supplier, without providing any additional time periods or warnings.

U slučaju da nalaz provere iz stava 4 pokaže značajna kršenja zahteva BSCI Kodeksa ponašanja, HEMOFARM će pisanim putem obavestiti dobavljača o tome koje mere treba da preduzme kako bi otklonio uočene nedostatke, i dati mu primeren rok za njihovo ispravljanje. Ovaj rok ne može biti kraći od 30 dana od dana dostavljanja pisanih obaveštenja, i po njegovom isteku, HEMOFARM će izvršiti ponovnu proveru dobavljača, koja ne mora biti ograničena na već uočene nedostatke.

If the findings of inspection from paragraph 4 show significant breaches of requirements from BSCI Code of Conduct, HEMOFARM will inform the supplier in writing about the measures it should undertake in order to eliminate the identified deficiencies, and give it an adequate time period for their elimination. This time period cannot be shorter than 30 days from the day of delivery of written notification, and after its expiry, HEMOFARM will re-inspect the supplier, which is not necessarily limited to the already identified deficiencies.

U slučaju da ponovna provera dobavljača pokaže da dobavljač nije otklonio ranije uočene nedostatke, HEMOFARM može trenutno raskinuti svoj poslovni odnos sa dobavljačem, bez davanja bilo kakvih dodatnih rokova ili upozorenja. Ukoliko ponovna provera pokaže postojanje novih nedostataka, HEMOFARM će postupiti na način predviđen stavom 6.

If the re-inspection of supplier demonstrates that the supplier failed to eliminate previously identified deficiencies, HEMOFARM may immediately terminate its business relation with the supplier, without giving any additional time periods or warnings. If the re-inspection shows existence of new deficiencies, HEMOFARM will act in the manner stipulated by paragraph 6.

Član 22: Razno

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

Article 22: Miscellaneous

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

Dobavljači prihvataju da ukoliko u njihovom redovnom poslovanju nastupe okolnosti koje mogu da nanesu značajne promene koje bi negativno uticale na sposobnost izvršavanja ugovornih obaveza, HEMOFARM zadržava diskreciono pravo da raskine ugovorni odnos sa trenutnim dejstvom. Pod pojmom značajnih promena koje utiču na sposobnost izvršavanja obaveza smatraju se: otvaranje stečaja ili počinjanje procesa likvidacije, blokada tekućih računa, gubitak licenci i dozvola za rad, kao i drugi događaji koji mogu imati nepovoljan uticaj na izvršavanja ugovornih obaveza. HEMOFARM će imati pravo da jednostrano raskine Ugovor sa momentalnim dejstvom u slučaju otpočinjanja postupka stečaja ili likvidacije ili bilo kog drugog postupka, koji je usmeren na prestanak postojanja dobavljača, kao i u slučaju, blokada tekućih računa, gubitka licenci i dozvola za rad, ili drugih događaja na osnovu kojih se razumnim tumačenjem može utvrditi da dobavljač ne može da izvršava ugovorne obaveze.

Suppliers accept that if circumstances arise in their ordinary course of business that could cause significant changes which would adversely affect the ability to perform contractual obligations, HEMOFARM reserves the discretion right to terminate the contractual relationship with immediate effect. The term significant changes that affect the ability to perform obligations include: instituting a bankruptcy proceeding or commencement of a liquidation process, blocking the current accounts, loss of licenses and work permits, as well as other events that may adversely affect the performance of contractual obligations. HEMOFARM will have the right to unilaterally terminate the Agreement with immediate effect in the event of commencement of bankruptcy or liquidation proceedings or any other proceedings aimed at the winding up of the supplier, as well as in case of blocking the current accounts, loss of licenses and work permits, or other events. on the basis of which it can be established by a reasonable construal that the supplier cannot perform the contractual obligations.

Dobavljač je saglasan da se prava i obaveze iz ugovornog odnosa ne mogu preneti u delu ili celosti na treće lice bez prethodne saglasnosti HEMOFARM-a.

The Supplier agrees that the rights and obligations arising from the contractual relationship cannot be assigned in part or in full to a third party without the prior consent of HEMOFARM.

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

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

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

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

HEMOFARM pruža pravovremene, tačne i verodostojne informacije predstavnicima medija, analitičarima i široj javnosti. Od naših dobavljača očekujemo da u komunikaciji sa medijima, analitičarima i sirom javnošću, u pogledu informacija vezanih za poslovnu saradnju sa HEMOFARM-om, pružaju pravovremene, tačne i verodostojne informacije.

HEMOFARM provides timely, accurate and credible information to media representatives, analysts and the general public. We expect our suppliers to provide timely, accurate and credible information in communication with the media, analysts and the general public, regarding information related to business cooperation with HEMOFARM.

HEMOFARM posvećuje dosta pažnje u svom poslovanju pripremama za nastavak poslovanja u slučaju vanrednih situacija (npr. prirodne katastrofe, terorizam, prekidi u lancu snabdevanja, epidemija/pandemija, problemi sa bezbednošću informacija, hakerski napadi i sl.). Od naših dobavljača očekujemo slično ponašanje i postupanje u svim poslovnim aktivnostima, kao i da razmotre mogućnosti alternativnog nastavka poslovanja u slučaju vanrednih situacija.

Dobavljači se podstiču i ohrabruju da prijave svaku povredu navedenih opštih uslova od strane HEMOFARM-a ili njegovih zaposlenih i to slanjem prijave na adresu e-pošte:svakodobro@hemofarm.com

Ovi Opšti uslovi stupaju na snagu i primjenjuju se od 10.02.2022. godine a na isti datum su objavljeni i na zvaničnom sajtu HEMOFARM-a www.hemofarm.com, čime prestaje da važe Opšti uslovi od 22.05.2019. godine.

HEMOFARM pays a lot of attention in its business operations to preparations for continuing operations in case of emergencies (e.g. natural disasters, terrorism, supply chain disruptions, epidemics / pandemics, information security problems, hacker attacks, etc.). We expect our business partners to behave and act in the similar way and consider alternative business continuity options in the event of an emergency.

Suppliers are encouraged and urged to report any breach of the stated general rules by HEMOFARM- or its employees by sending such reports to the e-mail address: svakodobro@hemofarm.com

These General Terms shall become effective and be applied as of 10/02/2022, and they were published on the official website of HEMOFARM - www.hemofarm.com - on the same date, by which the General Terms of 22/05/2019 ceased to make further legal effects.

HEMOFARM AD Vršac

Dr. Ronald Seeliger
Generalni direktor/CEO

Zorana Šubašić

Direktor nabavke za SEEU klaster/ Director of SEEU cluster purchasing

