

1. INTRODUCTION

- a) "DS Smith", "we" or "our" are the member of the DS Smith Group Company referred to in the purchase order attached to these conditions; "you" or "your" are anyone from whom we are purchasing goods or services; and "us" means DS Smith and you.
- b) We have issued a purchase order ("Purchase Order") which incorporates these purchase conditions ("Conditions") (as may be specifically amended in the Purchase Order) and which shall set out:
- a specification of what we have ordered;
 - the price we are to pay (the "Price"); and
 - the delivery or collection details.
- c) The Purchase Order and these Conditions (together, the "Agreement") constitute the whole of our agreement for this purchase and supersedes any previous agreement we may have had with you and all promises, assurances, warranties, representation, and undertakings between us, whether written or oral, relating to its subject matter. These Conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions.
- d) If there is any inconsistency between the parts of the Agreement, the terms of the Purchase Order shall take precedence over the Conditions.
- e) The Purchase Order constitutes an offer by DS Smith to purchase goods and/or services from you in accordance with these Conditions. The Purchase Order shall be deemed to be accepted on the earlier of:
- you issuing a written acceptance of the Purchase Order; or
 - any act by you consistent with fulfilling the Order.
- f) You must supply the goods or services (the "supply") yourselves unless we have agreed in writing to accept them from someone else.

2. CANCELLATION AND VARIATION

- a) We may cancel the Purchase Order at any time before the supply is made. If we do and you have accepted the Purchase Order, we agree to pay you a reasonable charge for what you may have done under the Purchase Order, and for any reasonable costs which you properly incurred before the cancellation and which cannot be recouped elsewhere, following which, we shall have no further obligations to you.
- b) We may suspend the Purchase Order at any time. If we do, for reasons other than your default, we agree to pay any reasonable additional costs you incur as a result. If we ask you to vary our order and agree with you an appropriate variation to the Price and to the time scale for delivery, you agree to make the supply in accordance with those variations.
- c) Save in respect of sub-clauses 2a) and b), any other variations to the purchase order must be agreed by DS Smith in writing by our authorised representative or by the issue of a further official purchase order by DS Smith.

3. PRICE AND PAYMENT

- a) The Price is fixed apart from applicable VAT and any other tax imposed on the supply. Unless otherwise agreed in the Purchase Order, the Price is inclusive of all other costs,

1. UVODNE ODREDBE

- a) "DS Smith", "mi" ili "naš" su članovi DS Smith Grupe na koju se odnose narudžbenica s priloženim uvjetima; "vi" ili "vaš" je druga strana od koje se kupuje roba ili usluge; a "mi" označuje DS Smith i vas.
- b) Mi Izdajemo narudžbenu ("Narudžbenica") koja uključuje ove uvjete kupnje ("Uvjeti") (što se može posebno izmijeniti u Narudžbenici) i koja sadrži:
- specifikaciju onoga što se naručuje;
 - cijenu koja se plaća ("Cijena"); i
 - pojedinosti isporuke ili preuzimanja.
- c) Narudžbenica i ovi Uvjeti (zajedno: "Ugovor") zajedno čine međusobni ugovor za kupnju i zamjenjuju svaki prethodni ugovor koji je postojao kao i sva obećanja, jamstva, garancije, zastupanje i obveze između nas, pisana ili usmena, u vezi s predmetom. Ovi se Uvjeti primjenjuju i uređuju svaki ugovor između nas isključujući sve ostale odredbe i uvjete.
- d) Ako postoji bilo kakva nedosljednost između dijelova Ugovora, uvjeti Narudžbenice imaju prednost nad Uvjetima.
- e) Narudžbenica predstavlja ponudu DS Smitha za kupnju robe i/ili usluga od vas u skladu s ovim Uvjetima. Narudžbenica se smatra prihvaćenom ne raniji od:
- pisane izjave o prihvaćanje Narudžbenice; ili
 - bilo kojeg vaš postupak koji je usmjeren na ispunjenje Narudžbenice.
- f) Robu ili usluge ("isporuku") morate isporučiti sami osim ako je pisanim putem dogovoreno da se prihvaća isporuka od nekoga drugog.

2. OTKAZ I VARIJACIJA

- a) Narudžba se može s naše strane otkazati u bilo kojem trenutku prije nego što se isporuka izvrši. Ako to učinimo, a vi ste prihvatili Narudžbenu, suglasni smo s plaćanjem razumne naknadu za ono što ste učinili u okviru Narudžbenice, kao i sve razumne troškove koje ste imali prije otkazivanja i koji se ne mogu nadoknaditi na drugi način, nakon čega nemamo imati daljnjih obveza prema vama.
- b) Narudžbu možemo obustaviti u bilo kojem trenutku. Ako to učinimo, iz drugih razloga osim neispunjenja obveze s vaše strane, suglasni smo platiti sve razumne dodatne troškove koji nastanu zbog toga. Ako zahtijevamo promjenu našu narudžbe i dogovorimo se s vama o promjeni cijene i vremenskog okvira za isporuku, pristajete na isporuku u skladu s tim uvjetima.
- c) Osim u odnosu na pod klauzule 2a) i b), na sve druge promjene narudžbenice ovlaštena osoba DS Smith mora pristati u pisanom obliku ili se izdaje nova narudžbenice od strane DS Smitha.

3. CIJENA I PLAĆANJE

- a) Cijena je fiksna osim primjenjivog PDV-a i svih drugih poreza vezanih uz predmet isporuke. Osim ako nije drugačije dogovoreno u Narudžbenici, Cijena uključuje sve ostale troškove, uključujući, bez ograničenja, carine,

including without limitation, duties, fees or taxes, cost of carriage, packaging, insurance and delivery.

b) You may not invoice DS Smith until the goods have been delivered to DS Smith or the supply of services has been made. We shall pay your correctly submitted invoices within 60 days provided that the invoice is: (i) sent to DS Smith's accounts office address stated on the Purchase Order; (ii) shows DS Smith's order number reference; (iii) states the place to which the goods have been delivered or place at which the services were supplied; and (iv) sets out a full description of goods or services provided.

c) For each late payment, you can charge us interest at the rate determined for each semester, by increasing the average interest rate on loans granted for a period deeper than one year to non-financial companies calculated for the reference period preceding the current semester by five percentage points.

d) Payment shall be without prejudice to any other rights which DS Smith may have against you and shall not constitute any admission by DS Smith as to satisfaction of your obligations under the Agreement. We reserve the right to withhold payment in the event of a dispute, if we have a claim against you or you have failed to provide the information required in accordance with clause 3(b).

e) We shall be entitled to set off against the Price any sums that are payable to DS Smith (without prejudice to any other rights or remedies of DS Smith or the relevant DS Smith Group Company).

4. WARRANTY AND DEFECTS

a) You warrant to DS Smith that:

- the goods as delivered shall comply with all specifications set out in the Purchase Order and/or specifications supplied by you to DS Smith or, if none, with your standard specification;
- the goods shall be of satisfactory quality (within the meaning of the Civil Obligations Act, 2005.), sound design, materials and workmanship and fit for any purpose held out by you or specified by us;
- the goods shall comply with all applicable laws and regulations, with all relevant health and safety and environmental regulations, European and British Standards and with best accepted industry standards; and
- any services supplied by you will be supplied with reasonable skill and care and in accordance with the specification set out in the Purchase Order.

b) You warrant that you shall not do or omit to do anything which may cause DS Smith to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and you acknowledge that we may rely or act on the services supplied by you.

c) If we find that the goods and/or the services fail to comply with any of the warranties set out in the Agreement (the "Supplier Warranties"), we may, by giving you notice and at our sole discretion, and without prejudice to any of our other rights or remedies:

pristojbe ili poreze, troškove prijevoza, pakiranja, osiguranja i dostave.

b) Račun se ne smijete fakturirati dok roba nije isporučena DS Smithu ili dok se ne izvrši isporuka usluga. Ispravno dostavljene račune plaćamo u roku 60 dana od dana primitka računa, pod uvjetom da je faktura: (i) poslana na adresu DS Smitha navedenu u Narudžbenici; (ii) sadrži broja narudžbe DS Smitha; (iii) navodi mjesto na koje je roba isporučena ili mjesto na kojem su usluge isporučene; i (iv) navodi potpuni opis pružene robe ili usluga.

c) Za svako zakašnjelo plaćanje možete nam zaračunati kamatu po stopi koja se određuje za svako polugodište, uvećanjem prosječne kamatne stope na stanje kredita odobrenih na razdoblje dublje od godinu dana nefinancijskim trgovačkim društvima izračunate za referentno razdoblje koje prethodi tekućem polugodištu za pet postotnih poena.

d) Plaćanje ne dovodi u pitanje bilo koja druga prava koja DS Smith može imati protiv vas i ne predstavljati nikakvo priznanje od strane DS Smitha u pogledu podmirenja vaših obveza prema Ugovoru. Zadržavamo pravo obustaviti plaćanje u slučaju spora, ako imamo tužbu protiv vas ili ako niste pružili podatke potrebne u skladu s člankom 3(b).

e) Imamo pravo odbiti od Cijene sve iznose koji se plaćaju DS Smithu (ne dovodeći u pitanje bilo koja druga prava ili pravne lijekove DS Smitha ili relevantne tvrtke DS Smith Group).

4. JAMSTVO I NEDOSTACI

a) Jamčite DS Smithu da je:

- isporučena roba u skladu sa svim specifikacijama navedenim u Narudžbenici i/ili specifikacijama koje ste dostavili DS Smithu ili, ako ih nema, sa vašim standardnim specifikacijama;
- roba zadovoljavajuće kvalitete (u smislu Zakona o obveznim odnosima iz 2005. godine), dobrog dizajna, materijala i izrade i prikladna za bilo koju namjenu koju ste vi odredili ili je određena od nas;
- roba u skladu sa svim primjenjivim zakonima i propisima, sa svim relevantnim zdravstvenim i sigurnosnim propisima i propisima o zaštiti okoliša, europskim i britanskim standardima te s najbolje prihvaćenim industrijskim standardima; i
- svaka usluga koju ste pružili je isporučena s razumnom vještinom i pažnjom te u skladu sa specifikacijom navedenim u Narudžbenici.

b) Jamčite da nećete učiniti ili propustiti učiniti bilo što što bi moglo uzrokovati da DS Smith izgubi bilo koju licencu, ovlaštenje, suglasnost ili dozvolu koje se odnose na njegovo poslovanje i potvrđujete da se možemo pouzdati u usluge koje pružate.

c) Ako utvrdimo da roba i/ili usluge nisu u skladu s bilo kojim jamstvom navedenim u Ugovoru ("Jamstvo dobavljača"), možemo, davanjem obavijesti i prema vlastitom nahođenju, ne dovodeći u pitanje bilo koje od naših drugih prava ili pravnih lijekova:

- reject any of the goods or any part thereof (including any or all of the goods not affected by such failure to comply), and/or require the immediate refund of any monies already paid and/or cancel the Purchase Order;
- refuse any further delivery of any goods or the further provision of any services (including under another agreement between us);
- require you (at your sole cost, including the cost of any disassembly or reassembly) to make good or replace the goods or re-perform the services to DS Smith's satisfaction (in either case within 48 hours, unless agreed otherwise between the parties); and/or
- accept the goods or performance of the services, subject to receiving a reasonable reduction in Price to account for the non-compliance.

d) We or our representatives shall have the right to inspect and test the goods and inspect the provision of the services, and you irrevocably grant to us the right to enter your premises (or those of your subcontractors) for these purposes. If as a result of such inspection or testing we inform you that we are not satisfied that the goods or the services comply with the Agreement, then you shall take all necessary steps to ensure compliance. No inspection or testing shall imply our acceptance.

e) All Supplier Warranties shall be in force for either (i) two (2) years from the date of delivery of the goods or completion of the services, or (ii) your standard warranty period for the goods or services, whichever is longer.

5. TIME AND DELIVERY

a) You shall deliver the goods and/or complete the provision of the services by the delivery or completion date(s) stated on the Purchase Order. If no dates are so specified, delivery of the goods and/or completion of the services will be within such date as may be agreed by us in writing. If the supply of the goods and/or services is not completed by that date, we may impose liquidated damages of 0.5% of the Price per day of delay, up to maximum of 5% of the Price. Both parties acknowledge and agree that these liquidated damages represent a genuine pre-estimate of the damages likely to be suffered by DS Smith if you fail to deliver the goods or provide the services in accordance with the agreed timescales.

b) If delivery of the goods and/or completion of the provision of the services is delayed by more than 5 days, we may treat that failure as a material breach and terminate the Agreement forthwith without liability. In that event we would have no further obligations to you but you would be liable to make good any loss to DS Smith.

c) Unless stated otherwise in the Purchase Order, all goods shall be delivered INCOTERMS 2020 DAP at the location stated in the Purchase Order.

d) The Supplier shall deliver the quantity of goods stated on the Purchase Order. The Buyer may at its discretion accept a quantity variation and pay pro-rata for the actual quantity delivered.

e) You shall ensure that the goods shall be properly packed and stored during transit so as to reach their destination in an undamaged condition. All containers and other packaging

• odbiti robu ili jedan njezin dio (uključujući dio ili svu robu na koju se takav propust odnosi) i/ili zahtijevati trenutni povrat svih već plaćenih sredstava i/ili otkazati narudžbu;

• odbiti bilo kakvu daljnju isporuku bilo koje robe ili daljnje pružanje bilo koje usluge (uključujući i druge ugovoru između nas);

• zahtijevati od vas da (na vlastiti trošak, uključujući trošak rastavljanja ili ponovnog sastavljanja) ispravite ili zamijenite robu ili ponovno izvršite usluge na zadovoljstvo DS Smitha (u svakom slučaju u roku od 48 sati, osim ako se strane ne dogovore drugačije); i/ili

• prihvatiti robu ili obavljanje usluga, pod uvjetom da dobijemo razumno smanjenje cijene radi nesukladnosti.

d) Mi ili naši predstavnici imamo pravo pregledavati i testirati robu i pregledavati pružanje usluga, a vi nam neopozivo dajete pravo da uđemo u vaše prostorije (ili one vaših podizvođača) u ove svrhe. Ako vas kao rezultat takve inspekcije ili testiranja obavijestimo da smatramo da roba ili usluge nisu u skladu s Ugovorom, tada ćete poduzeti sve potrebne korake kako biste osigurali usklađenost. Poduzeta inspekcija ili testiranje ne uključuje samo po sebi naše prihvaćanje.

e) Sva jamstva dobavljača vrijede ili (i) dvije (2) godine od datuma isporuke robe ili završetka usluga, ili (ii) prema vašem standardnom jamstvenom roka za robu ili usluge, ovisno o tome što je duže.

5. VRIJEME I ISPORUKA

a) Vi isporučujete robu i/ili pružate usluge do datuma isporuke ili završetka navedenog u Narudžbenici. Ako datumi nisu navedeni, isporuka robe i/ili izvršenje usluge je unutar onog datuma koji je pisanim putem dogovoren. Ako isporuka robe i/ili usluga nije izvršena do tog datuma, možemo zahtijevati naknadu štete od 0,5% cijene po danu kašnjenja, do maksimalno 5% cijene. Obje strane prihvaćaju i suglasne su da likvidirane štete predstavljaju stvarnu prethodnu procjenu štete koju će vjerojatno pretrpjeti DS Smith ako ne isporučite robu ili ne pružite usluge u skladu s dogovorenim rokovima.

b) Ako isporuka robe i/ili završetak pružanja usluga kasni više od 5 dana, taj neuspjeh možemo tretirati kao materijalnu povredu i odmah raskinuti Ugovor bez odgovornosti. U tom slučaju nemamo daljnjih obveza prema vama, ali vi ste obvezni nadoknaditi svaki gubitak DS Smithu.

c) Osim ako nije drugačije navedeno u Narudžbenici, sva roba se isporučuje INCOTERMS 2020 DAP na mjesto navedeno u Narudžbenici.

d) Dobavljač isporučuje količinu robe navedenu u Narudžbenici. Kupac može prema vlastitom nahođenju prihvatiti varijaciju količine i platiti proporcionalno za stvarnu isporučenu količinu.

e) Vi osiguravate da roba bude propisno zapakirana i pohranjena tijekom tranzita kako bi stigla na odredište u neoštećenom stanju. Svi spremnici i druga ambalaža uključeni su u cijenu i nepovratni su osim ako je drugačije ugovoreno u Narudžbenici.

shall be included in the Price and are non-returnable unless otherwise agreed on the Purchase Order.

f) Where necessary, you shall, at your own cost, obtain and comply with any export/import licences, permits or consents (including work permits or consents) for the supply and delivery of the goods or provision of the services.

6. PASSING OF RISK AND TITLE

a) Title and risk in the goods shall pass to DS Smith when they have been delivered to DS Smith.

b) If items (including without limitation the goods) that belong to DS Smith are in your possession you undertake that you shall: (i) hold the relevant items as the fiduciary agent of DS Smith; (ii) clearly identify the items as our property; (iii) keep the items separate from your property or property belonging to others; (iv) keep the items properly stored and insured; and (v) not exercise, assert or purport to exercise or assert any lien of whatever nature in connection with such items.

c) You shall give DS Smith access (on reasonable notice) to any premises where goods are being manufactured or stored for DS Smith for any reasonable purpose under this Agreement.

d) You shall not be entitled to pledge or charge by way of security any of the items which remain our property, but if you do so or purport to do so, we shall have the right to recover our property in accordance with this clause.

7. TERMINATION

a) We may terminate the Agreement immediately on written notice if:

- you are in breach of an obligation and
 - you cannot put it right; or
 - you do not put it right within seven days of receiving notice from DS Smith to do so; or
 - we have given you notice of a breach of the same obligation at least twice before; or
- we reasonably believe that you will not be able to pay your debts as they fall due or that you will be unable to fulfil your obligations under the Agreement.

b) On termination we have no further liabilities under the Agreement.

c) Subject to clause 7(b), termination of the Agreement, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that exist as at termination. Provisions relating to warranties, limitation of liability, intellectual property, compliance, confidentiality and obligations on termination survive termination or expiration of the Agreement.

8. LIABILITY AND INSURANCE

a) You agree to pay DS Smith on demand an amount sufficient to cover any and all liabilities, claims, demands, damages, costs, losses, fees and expenses (including, without limitation legal fees and expenses on a full indemnity basis) which are incurred by or brought against DS Smith or which may otherwise arise, directly or indirectly, as a result of:

f) Po potrebi, o svom trošku, pribavljate i poštujete sve izvozne/uvozne dozvole, dozvole ili suglasnosti (uključujući radne dozvole ili suglasnosti) za isporuku i isporuku robe ili pružanje usluga.

6. PRELAZ RIZIKA I PRAVA

a) Vlasništvo i rizik prelaze na DS Smith u trenutku isporuke DS Smithu.

b) Ako su predmeti (uključujući bez ograničenja robu) koji pripadaju DS Smithu u vašem posjedu, obvezujete se: (i) držati relevantne predmete kao fiducijarni agent DS Smitha; (ii) jasno identificirati predmete kao naše vlasništvo; (iii) držati predmete odvojeno od svoje imovine ili imovine koja pripada drugima; (iv) držati predmete pravilno pohranjene i osigurane; i (v) ne ostvariti ili tvrditi da će ostvariti ili tvrditi bilo koje založno pravo bilo koje prirode u vezi s takvim stvarima.

c) Omogućit ćete DS Smithu pristup (uz razumnu obavijest) svim prostorijama u kojima se roba proizvodi ili skladišti za DS Smith u bilo koju razumnu svrhu prema ovom Ugovoru.

d) Nemate pravo založiti ili naplatiti kao jamstvo bilo koju od stvari koje ostaju naše vlasništvo, ali ako to učinite ili namjeravate učiniti, mi ćemo imati pravo povrata naše imovine u skladu s ovom klauzulom.

7. RASKID

a) Možemo raskinuti Ugovor odmah uz pisanu obavijest ako:

- kršite obvezu i
 - o ne možete to ispraviti; ili
 - o ne ispravite to u roku od sedam dana od primitka obavijesti od DS Smitha da to učinite; ili
 - o smo vas barem dvaput prije obavijestili o povredi iste obveze; ili
- razumno vjerujemo da nećete moći platiti svoje dugove prema dospijeću ili da nećete moći ispuniti svoje obveze prema Ugovoru.

b) Po raskidu nemamo daljnjih obveza prema Ugovoru.

c) U skladu s klauzulom 7(b), raskid Ugovora, bez obzira zbog čega proizlazi, ne utječe na pravo, pravne lijekove, obveze i odgovornosti stranaka koje postoje pri raskidu. Odredbe koje se odnose na jamstva, ograničenje odgovornosti, intelektualno vlasništvo, usklađenost, povjerljivost i obveze o raskidu ostaju na snazi nakon raskida ili isteka Ugovora.

8. ODGOVORNOST I OSIGURANJE

a) Slažete se da na zahtjev platiti DS Smithu iznos dovoljan da se pokrije sve obveze, zahtjeve, štete, troškove, gubitke, naknade i izdatke (uključujući, bez ograničenja pravne pristojbe i troškove na temelju pune odštete) koji su nastali ili pokrenut protiv DS Smitha ili koji bi na drugi način mogli nastati, izravno ili neizravno, kao rezultat:

- any breach by you of your obligations under the Agreement;
- any claim that the supply of goods/services infringe, or their use/resale infringes the rights of any other person;
- your act, omission, neglect or default or that of your employees, sub-contractors or agents; or
- the termination of the Agreement under clause 7.

b) You must maintain adequate insurance cover against risks you incur under this Agreement and provide evidence of that cover at our request.

c) Nothing in these Conditions shall exclude or restrict either party's liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.

d) Subject to clause 8(c), neither party shall have any liability whatsoever (directly or indirectly) whether in contract, tort (including claims for negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement for any: (i) loss of business, revenue, opportunity, contracts or goodwill; (ii) anticipated savings, wasted expenditure, corruption or destruction of computer data; or (iii) for any indirect or consequential loss.

e) Subject to clause 8(c), DS Smith shall not have any liability whatsoever for any loss or damage suffered by you or any third party as a result of any breach of the security of:

- software, network and information systems you use; and
- your business' physical, technical, administrative and organizational safeguards put in place, or that should have reasonably have been put in place.

f) Save in respect of our obligation to pay in accordance with clause 3 (and subject to clauses 8(c), 8(d) and 8(e)), our liability in respect of any other claims in contract, tort (including claims for negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Agreement shall in all circumstances be limited, to the maximum extent permitted by law, to any direct loss or damage up to 10% of the amount of the Price paid for the goods giving rise to the claim.

9. COMPLIANCE

a) In addition to your obligations to comply with applicable laws and regulations, you shall and shall procure that your officers and employees shall:

- comply with the DS Smith Global Supplier Standard;
- comply with the Criminal Code, 2011 and all anti-corruption laws applicable to you or DS Smith ("Anti-corruption Laws");
- not, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of this or any other agreement between DS Smith and you and/or to obtain any benefit for DS Smith which would violate the Anti- corruption Laws.

- bilo kojeg kršenje vaših obveza prema Ugovoru;
- bilo kojeg prigovora da isporuka robe/usluga krši prava ili njihova upotreba/preprodaja krši prava bilo koje druge osobe;

- radnje, propusta, zanemarivanje ili neizvršenje ili radnja vaših zaposlenika, podizvođača ili agenata; ili
- raskid Ugovora prema klauzuli 7.

b) Morate imati odgovarajuće osiguranje za rizike koje imate prema ovom Ugovoru i na naš zahtjev dostaviti dokaze o tom pokriću.

c) Ništa u ovim Uvjetima ne isključuje niti ograničava odgovornost bilo koje strane za: (i) smrt ili tjelesne ozljede uzrokovane našim nemarom; (ii) prijearu ili lažno predstavljanje; ili (iii) bilo koju drugu odgovornost koja se ne može isključiti zakonom.

d) U skladu s odredbom 8(c), nijedna strana nema odgovornost (izravno ili neizravno) bilo ugovornu ili zbog protupravnog ponašanja (uključujući zahtjeve za nemar ili kršenje zakonske dužnosti), lažnog predstavljanja, povrata ili zbog drugog razloga koji je proizašao iz izvršenja ili planiranja izvršenja Ugovora za bilo koji (i) gubitak u poslovanju, priходу, prilika, ugovora ili goodwilla; (ii) očekivane uštede, nepotrebni rashod, oštećenje ili uništavanje računalnih podataka; ili (iii) za bilo koji drugi neizravni ili posljedični gubitak.

e) U skladu s klauzulom 8(c), DS Smith ne snosi nikakvu odgovornost za bilo kakav gubitak ili štetu koju ste pretrpjeli vi ili bilo koja treća strana kao rezultat kršenja sigurnosti:

- softvera, mrežnih i informacijskih sustava koje koristite;
- postavljenih fizičkih, tehničkih, administrativnih i organizacijskih zaštitnih mjera vaše tvrtke ili koje su razumno trebale biti postavljene.

f) Osim u vezi s našom obvezom plaćanja u skladu s odredbom 3 (vezano uz odredbe 8(c), 8(d) i 8(e)), naša odgovornost za druga potraživanja iz ugovora, protupravnog ponašanja (uključujući zahtjevi za nemar ili kršenje zakonske obveze), lažnog predstavljanja, povrata ili na drugi način proizašla u vezi s ovim Ugovorom u svim je okolnostima ograničena, u najvećoj mjeri dopuštenoj zakonom, za bilo koji izravni gubitak ili štetu do 10% iznosa cijene plaćene za robu koja je uzrokovala zahtjev.

9. USKLAĐENOST

a) Uz svoje obveze da se pridržavate primjenjivih zakona i propisa, vi osiguravate i dužni ste osigurati da se vaši službenici i zaposlenici:

- pridržavaju DS Smith Global Supplier Standarda;
- pridržavaju se Kazneni zakon iz 2011. i svih antikorupcijskih zakona koji se primjenjuju na vas ili DS Smitha ("Antikorupcijski zakoni");
- izravno ili neizravno, bilo u privatnim poslovnim poslovima ili u poslovima s javnim sektorom, ne nude, obećavaju ili ne daju (ili pristaju ponuditi, obećavati ili dati) bilo kakvu financijsku ili drugu prednost u odnosu na bilo koja pitanja koja su predmet ovog ili bilo kojeg drugog sporazuma između DS Smitha i vas i/ili za dobivanje bilo kakve koristi za DS Smith koja bi kršila zakone o borbi protiv korupcije.

- comply with the Criminal Code, 2011 and all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force applicable to you or DS Smith;

- ensure that neither you nor any of your senior officers have been convicted of any offence involving slavery and human trafficking, nor have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;

- not, when acting in the capacity of a person associated with DS Smith, engage in any act or omission which would constitute tax evasion facilitation offence or a foreign tax evasion facilitation offence as those terms are defined in the Criminal Code, 2011; and

b) If you become aware of any breach or suspected breach of this clause 9 by you or your subcontractors, you shall promptly notify DS Smith and we may immediately suspend operation of the Agreement by giving written notice to you, pending an investigation into the breach or suspected breach. You shall assist DS Smith in any such investigation, including by providing DS Smith with reasonable access to your personnel, documents and systems.

c) In addition to our rights in clause 7, if, in our reasonable opinion, you or your subcontractors have breached this clause 9, we may, in our sole discretion, on written notice, immediately: (i) terminate any or all agreements between DS Smith and you; and (ii) suspend operation of the Agreement by giving written notice to you.

10. INTELLECTUAL PROPERTY

a) Both parties retain ownership of their own intellectual property rights on the goods or services supplied under this agreement, including but not limited to, patents, trademarks, designs, copyright, domain names, trade secrets, know-how and tradenames.

b) Nothing contained in the Agreement shall be construed as conferring on each party, save as otherwise expressly provided, any licence or right, under any law (whether common law or statutory law), rule or regulation including, without limitation those related to copyright or other intellectual property rights.

c) You grant DS Smith a personal, non-exclusive and royalty free right to use and exploit such intellectual property rights in the goods or services solely to the extent necessary for the use and operation of said goods or services.

d) Any intellectual property that arises or is obtained or developed by DS Smith (or by a contractor on their behalf) in the course of or in connection with the use and/or operation of the goods or services provided by you to DS Smith, is and will remain the sole and exclusive property of DS Smith.

e) You shall defend, indemnify, and hold DS Smith harmless against all claims resulting from or arising in connection with any actual or claimed infringement of any intellectual property rights with respect to the goods or services supplied under this agreement.

- pridržavati se Kaznenog zakona, 2011. i svih primjenjivih zakona o suzbijanju ropstva i trgovine ljudima, statuta, propisa i kodeksa koji su na snazi i koji su primjenjivi na vas ili DS Smitha;

- osigurati da ni vi ni bilo koji od vaših viših službenika niste osuđeni za bilo koje kazneno djelo koje uključuje ropstvo i trgovinu ljudima, niti ste bili ili jeste predmet bilo kakve istrage, istrage ili kaznenog postupka od strane bilo kojeg vladinog, administrativnog ili regulatornog tijela u vezi s bilo kojim kaznenim djelom ili navodno kazneno djelo ili u vezi s ropstvom i trgovinom ljudima;

- kada djeluje u svojstvu osobe povezane s DS Smithom, ne sudjeluje u bilo kakvom djelu ili propustu koji bi predstavljao kazneno djelo utaje poreza ili kaznenog djela olakšavanja utaje poreza u zemlji ili inozemstvu kako su ti pojmovi definirani u Kaznenim zakonom, 2011.

b) Ako postanete svjesni bilo kakvog kršenja ili sumnje da ste vi ili vaši podizvođači prekršili ovu klauzulu 9, odmah obavještavate DS Smith i možemo odmah obustaviti izvršenje Ugovora dajući vam pismenu obavijest, do istrage o kršenju ili sumnja na kršenje. Pomažete DS Smithu u svakoj takvoj istrazi, uključujući pružanje DS Smithu razuman pristup svom osoblju, dokumentima i sustavima.

c) Osim naših prava iz klauzule 7, ako, prema našem razumnom mišljenju, vi ili vaši podizvođači prekršite ovu klauzulu 9, možemo, prema vlastitom nahođenju, uz pisanu obavijest, odmah: (i) raskinuti bilo koji ili sve ugovore između DS Smitha i vas; i (ii) obustaviti izvršenje Ugovora davanjem pismene obavijesti vama.

10. INTELEKTUALNO VLASNIŠTVO

a) Obje strane zadržavaju vlasništvo nad vlastitim pravima intelektualnog vlasništva nad robom ili uslugama koje se isporučuju prema ovom ugovoru, uključujući, ali ne ograničavajući se na, patente, žigove, dizajne, autorska prava, nazive domena, poslovne tajne, know-how i trgovačka imena.

b) Ništa sadržano u Ugovoru neće se tumačiti kao da bilo kojoj strani, osim ako je drugačije izričito predviđeno, daje bilo koju licencu ili pravo, prema bilo kojem zakonu (bilo običajnom ili statutarnom pravu), pravila ili propisa uključujući, bez ograničenja, one koji se odnose na autorska prava ili druga prava intelektualnog vlasništva.

c) Dajete DS Smithu osobno, neekskluzivno i besplatno pravo na korištenje i iskorištavanje takvih prava intelektualnog vlasništva u robi ili uslugama samo u mjeri potrebnoj za korištenje i rad navedene robe ili usluga.

d) Svako intelektualno vlasništvo koje nastane ili je dobiveno ili razvijeno od strane DS Smitha (ili od strane ugovaratelja u njihovo ime) tijekom ili u vezi s korištenjem i/ili radom robe ili usluga koje pružate DS Smithu, je i ostaje jedino i isključivo vlasništvo DS Smitha.

e) Vi štite i obeštećujete DS Smith od svih zahtjeva koji proizlaze iz ili proizlaze u vezi s bilo kakvim stvarnim ili tvrdim kršenjem bilo kojeg prava intelektualnog vlasništva u odnosu na robu ili usluge koje se isporučuju prema ovom ugovoru.

f) If any claim is made against DS Smith that the goods or services infringe any intellectual property rights of any third party, you shall indemnify DS Smith against all claims, liabilities, losses, damages, costs and expenses arising in connection with such claim and, in the event of such claim preventing DS Smith from using any of the goods or services you shall, at your sole cost and expense, as soon as reasonably possible:

- obtain the right for DS Smith to continue to use such goods or services in accordance with this Agreement without the infringement of any third party Intellectual Property Rights; or
- provide alternative non-infringing goods or services or other items of equivalent or increased functionality and performance (as reasonably determined by DS Smith), for use in accordance with this Agreement; or
- promptly replace such goods or services or other items without any degradation in functionality or performance, so that its use, in accordance with this Agreement, does not infringe any third party intellectual property rights.

11. GENERAL

a) If any licence or consent of any government or other authority is required for the supply, carriage, storage or use of the goods or services supplied by you to DS Smith, you shall obtain the same at your own expense and if requested by DS Smith, produce evidence of the same to DS Smith.

b) In providing the supply at our premises, you shall (and shall procure that your personnel shall) comply with all health and safety rules and regulations and security and other site operational requirements that apply at our premises (which are available upon your request). You shall also take all reasonable precautions to protect your employees and our employees while performing the services or delivering the goods.

c) You shall, at your own expense, provide all equipment and materials to perform the services unless otherwise agreed in writing.

d) No benefits are to be conferred on any third party by this Agreement and a person who is not a party to the Agreement shall have not have the right to enforce any of its terms, other than by a DS Smith Group Company.

e) Any notice given under the Agreement shall be in writing and served by delivering it personally or sending it by registered post to the registered address of DS Smith or you (as applicable). Any such notice shall be deemed to have been received:

- if delivered personally or in the case of registered post, at the time of delivery;

f) Each provision of the Agreement is severable and distinct from the others. If any part of the Agreement is or at any times becomes to any extent invalid or unenforceable under any enactment or rule of law in any jurisdiction that does not affect the remainder and all other provisions of the Agreement will continue in full force and effect. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted or amended, that provision will apply with whatever modification(s) as are

f) Ako se protiv DS Smitha podnese bilo kakav zahtjev da roba ili usluge krše bilo koje pravo intelektualnog vlasništva bilo koje treće strane, vi obeštećujete DS Smith od svih potraživanja, obveza, gubitaka, šteta, troškova i izdataka koji nastanu u vezi s takvim zahtjevom a u slučaju da takav zahtjev sprječava DS Smith da koristi robu ili usluge, vi ste obvezni o svom trošku, što je prije moguće:

- ishoditi pravo da DS Smith nastavi koristiti takvu robu ili usluge u skladu s ovim Ugovorom bez kršenja prava intelektualnog vlasništva trećih strana; ili
- osigurati alternativne proizvode ili usluge koje ne krše prava ili druge artikle ekvivalentne ili povećane funkcionalnosti i učinka (kako je razumno odredio DS Smith), za korištenje u skladu s ovim Ugovorom; ili
- odmah zamijeniti takvu robu ili usluge ili druge predmete bez ikakvog pogoršanja funkcionalnosti ili performansi, tako da njihova upotreba, u skladu s ovim Ugovorom, ne krši nikakva prava intelektualnog vlasništva trećih strana.

11. OPĆENITO

a) Ako je potrebna bilo kakva licenca ili suglasnost bilo koje vlade ili drugog tijela za opskrbu, prijevoz, skladištenje ili korištenje robe ili usluga koje ste pružili DS Smithu, istu dobivate o svom trošku i ako to zatraži DS Smith, dostavite mu dokaze o istom.

b) Prilikom pružanja opskrbe u našim prostorijama, vi (a isto se odnosi i na vaše osoblje) se obvezujete pridržavati svih pravila i propise o zdravlju i sigurnosti te sigurnosnih i drugih operativnih zahtjeva koji se primjenjuju u našim prostorijama (koji su dostupni na vaš zahtjev) . Također poduzimate sve razumne mjere opreza kako biste zaštitili svoje zaposlenike i naše zaposlenike tijekom obavljanja usluga ili isporuke robe.

c) O svom trošku osiguravate svu opremu i materijale za obavljanje usluga osim ako nije drugačije dogovoreno u pisanom obliku.

d) Ovim se Ugovorom ne smiju dati nikakve pogodnosti trećoj strani i osobi koja nije stranka Ugovora i osim DS Smith Grupe nitko nema provoditi bilo koji od njegovih uvjeta.

e) Svaka obavijest dana prema Ugovoru mora biti u pisanoj formi i dostavljena osobno ili preporučenom poštom na registriranu adresu DS Smitha ili vas (ako je primjenjivo). Takva obavijest smatra se primljenom:

- ako se dostavlja osobno, ili preporučenom pošiljkom, u trenutku dostave.

f) Svaka odredba Ugovora je odvojiva i različita od ostalih. Ako je bilo koja odredba Ugovora ili u bilo kojem trenutku postane u bilo kojoj mjeri nevažeći ili neprovediva prema bilo kojem zakonu ili propisu u bilo kojoj jurisdikciji, a ta odredba ne utječe na ostatak i ostale odredbe Ugovora, Ugovor ostaje na snazi i proizvodi pravni učinak. Ako se utvrdi da je neka odredba Ugovora nevažeća, nezakonita ili neprovediva, ali bi bila valjana, zakonita ili provediva kada bi se neki dio odredbe izmijenio, ta se odredba mijenja kako bi bila valjana, zakonita i provediva.

<p>necessary to make it valid, legal and enforceable. Invalidation or unenforceability in one jurisdiction does not affect validity or enforceability in another.</p> <p>g) This Agreement and its subject matter are confidential and must not be disclosed to any person without our permission.</p> <p>h) You must not novate, assign, subcontract or otherwise transfer any or all of your rights, interests or obligations under the Agreement without our prior written consent (which will not be unreasonably withheld).</p> <p>i) Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other party.</p> <p>h) Save in respect of clause 11(e), any reference to communications being written or in writing includes electronic forms of communication such as e-mail. Any electronic communication will be effective from when it leaves the sender's mailbox.</p> <p>12. GOVERNING LAW AND JURISDICTION</p> <p>a) The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) will be governed by and construed with the laws of Croatia.</p> <p>b) The parties irrevocably agree and acknowledge that the courts of Croatia have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings.</p> <p>Date: October 2021</p>	<p>Nevaljanost ili neprovedivost u jednoj jurisdikciji ne utječe na valjanost ili provedivost u drugoj.</p> <p>g) Ovaj Ugovor i njegov sadržaj su povjerljivi i ne smiju se otkriti nikome bez našeg dopuštenja.</p> <p>h) Ne smijete preinačiti, ustupiti, podugovarati ili na drugi način prenijeti bilo koje ili sva svoja prava, interese ili obveze prema Ugovoru bez našeg prethodnog pisanog pristanka (koja neće biti neopravdano uskraćena).</p> <p>i) Ništa u Ugovoru nije namijenjeno ili se ne smatra uspostavljanjem partnerstva ili zajedničkog pothvata između bilo koje strane, niti čini bilo koju stranu agentom druge strane ili ovlašćuje bilo koju stranu da preuzme bilo kakve obveze za ili u ime bilo koje druge strane. Svaka strana potvrđuje da djeluje u svoje ime, a ne u korist bilo koje druge strane.</p> <p>h) Osim u odnosu na klauzulu 11(e), svako upućivanje na pisanu ili pismenu komunikaciju uključuje elektroničke oblike komunikacije kao što je e-pošta. Svaka elektronička komunikacija smatra se izvršenom u trenutka kada napusti poštanski sandučić pošiljatelja.</p> <p>12. VAŽEĆE PRAVO I NADLEŽNOST</p> <p>a) Ugovor i bilo koji spor ili zahtjev koji proizlazi iz ili u vezi s njim ili njegovim predmetom ili formiranjem (uključujući sve neugovorne sporove ili zahtjeve) bit će regulirani i tumačiti se zakonima Hrvatske.</p> <p>b) Stranke se neopozivo slažu i priznaju da hrvatski sudovi maju isključivu nadležnost u svrhu saslušanja i odlučivanja o bilo kojoj tužbi, radnji ili postupku.</p> <p>Datum: listopad 2021</p>
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