

1. UVOD

- a) „DS Smith“, „mi“ i „naš“ se odnosi na člana DS Smith grupacije kompanija koji je naveden u narudžbenici priloženju uz ove uslove; „vi“ i „vaš“ se odnosi na svakoga od koga kupujemo robu ili usluge; dok se „mi“ zajednički odnosi na DS Smith i vas.
- b) Izdali smo narudžbenicu koja obuhvata ovde navedene uslove kupovine („Uslovi“, koji zajedno sa narudžbenicom sačinjavaju „Sporazum“), kao i:
- specifikaciju onoga što smo naručili
 - cenu koju ćemo platiti
 - podatke o isporuci ili preuzimanju.
- c) Ovo je naš celokupan sporazum koji se odnosi na ovu kupovinu i on menja svaki prethodni sporazum koji samo sa vama sklopili u vezi sa tim. Ovi uslovi se odnose na sve ugovore sklopljene između nas i regulišu ih na način da isključuju sve druge odredbe i uslove koji mogu biti navedeni u okviru ponuda, kataloga, cenovnika, naloga, potvrda ili drugih dokumenata (uključujući, bez ograničenja, sve odredbe i uslove za koje biste mogli tvrditi da se primenjuju na osnovu saglasnosti, potvrda narudžbenica ili drugih vrsta prepiski i dokumenata).
- d) Osim ako nije drugačije predviđeno odredbom 2 u nastavku, nijedna varijacija ovog sporazuma ne važi osim ako je u pisanoj formi i potpisana ili je na neki drugi način konkretno dogovorena u pisanoj formi od strane našeg ovlašćenog predstavnika.
- e) Obavezni ste da sami isporučite robu ili usluge („Isporuka“), osim ako smo u pisanoj formi dogovorili da njihovu isporuku prihvatimo od nekog drugog.
- f) Od vas možemo zatražiti da izvršite isporuku nekoj drugoj kompaniji u okviru grupacije kompanija kojoj pripada DS Smith, kao i da sa tom drugom kompanijom postupate kao da je u pitanju DS Smith.

2. OTKAZIVANJE I IZMENE

- a) Imamo pravo da otkazemo ovu narudžbenicu u bilo kom trenutku pre isporuke. Ako to učinimo, pristajemo da platimo razumnu naknadu za ono što ste uradili na osnovu ove narudžbenice, kao i za sve opravdane troškove koji su na odgovarajući način nastali pre otkazivanja i koji se ne mogu nadoknaditi na drugi način. Prema vama nećemo imati bilo kakve druge obaveze.
- b) Imamo pravo da obavistimo ovu narudžbenicu u bilo kom trenutku. Ako to učinimo iz razloga koji nisu uzrokovani vašom greškom, prihvatamo da platimo sve opravdane dodatne troškove koji nastanu kao rezultat toga. Ako od vas zatražimo da izmenite našu narudžbenicu i sa vama dogovorimo odgovarajuću izmenu cene i vremenskog okvira za isporuku, vi se obavezujete da obavite isporuku u skladu sa ovim izmenama.
- c) Osim kao što je predviđeno u pododredbama 2-a) i 2-b), svaka druga izmena narudžbenice mora da bude dogovorena sa kompanijom DS Smith u pisanoj formi ili regulisana izdavanjem nove narudžbenice kompanije DS Smith.

3. CENA I PLAĆANJE

- a) Cena je fiksna, osim važećeg PDV-a ili drugih poreza koji se odnose na isporuku.
- b) Nećete slati fakturu kompaniji DS Smith sve dok ne izvršite isporuku. Obavezni smo da vam platimo po osnovu ispravno izdate fakture najkasnije 90 dana od kraja meseca u kome je izdata faktura, osim ako je drugačije dogovoreno u pisanoj formi ili propisano zakonom (pri čemu će se primenjivati ovaj posebno dogovoren rok ili rok predviđen obaveznom zakonskom odredbom). Zadržavamo pravo da stopiramo plaćanje ako imamo potraživanja od vas ili ako ne dostavite informacije zahtevane na osnovu pododredbe 3-c).
- c) Sve fakture ćete slati na adresu kompanije DS Smith navedenu na narudžbenici, ali ne pre datuma isporuke. Sve fakture moraju da sadrže referentni broj narudžbenice kompanije DS Smith, podatak gde je roba isporučena ili mesto gde su pružene usluge, kao i pun opis isporučene robe ili usluga.

4. GARANCIJA I NEDOSTACI

- a) Vi garantujete kompaniji DS Smith da će vaša isporuka biti:
- u skladu sa svim važećim zakonima i propisima;
 - odgovara onome što smo naveli u narudžbenici;
 - bez bilo kakvih nedostataka; i
 - isporučena uz primenu odgovarajuće pažnje i veština.
- b) Ako u isporučenoj robi ili uslugama primetimo bilo kakve nedostatke, imamo pravo, po sopstvenom nahođenju, da učinimo jedno ili više od sledećeg:
- odbacimo ih, i zahtevamo da ih zamenite (ako je u pitanju roba) ili da ih ponovo pružite (ako su u pitanju usluge)
 - prihvatimo ih, ali uz zahtev za odgovarajuće smanjenje cene
 - zahtevamo da izvršite ispravke
 - odbacimo ih, odbacimo sporazum i od vas zatražimo pokrivanje gubitaka koji su iz toga proistekli.
- c) Ove odredbe predstavljaju dodatna prava u odnosu na ona koja već imamo.

5. VREME

- a) Vreme je od suštinske važnosti za ovaj sporazum. Ako je naveden datum isporuke, a vi ne izvršite isporuku do tog datuma, ovo možemo tretirati kao suštinsko kršenje sporazuma. U tom slučaju nećemo imati bilo kakve dodatne obaveze prema vama, a vi ćete biti obavezni da nadoknadite kompaniji DS Smith svaki gubitak proistekao iz toga.
- b) Ako datum isporuke nije naveden, trebalo bi da isporučite robu ili pružite usluge u razumnom roku nakon prijema narudžbenice.

6. PRENOS RIZIKA I PRAVA SVOJINE

- a) Vi ćete snositi rizik za robu do trenutka:
- kada ona bude utovarena u vozilo za prevoz, u slučaju da mi organizujemo prevoz robe; ili
 - kada ona bude istovarena na adresi isporuke, u slučaju da vi obavljate prevoz robe.
- b) Roba prelazi u naše vlasništvo u trenutku:
- kada je bezuslovno dodeljena nama radi realizacije naše narudžbenice; ili (ako je ranije)
 - kada platimo bilo koji deo cene za datu robu.
- c) Ako se roba koja pripada kompaniji DS Smith nalazi u vašem posedu, morate je jasno označiti kao našu imovinu; čuvati posebno od robe koja pripada vama ili drugima; na odgovarajući način skladištiti i osigurati.
- d) Kompaniji DS Smith ćete obezbediti pristup (u razumnom roku) svim prostorijama u kojima se proizvodi ili čuva roba za DS Smith, za bilo koju opravdanu svrhu u skladu sa ovim sporazumom.

7. RASKID

- a) Mi imamo pravo da odmah raskinemo ovaj sporazum uz dostavu pisanog obaveštenje o tome, ako:
- vi prekršite svoje obaveze i
 - o ne možete da to ispravite; ili
 - o ne ispravite to u roku od sedam dana od prijema opomene od kompanije DS Smith da to uradite; ili
 - o uputili smo vam opomenu o kršenju iste obaveze barem jednom ranije; ili
 - mi opravdano verujemo da nećete moći da platite svoja dugovanja u trenutku njihovog dospeća ili da nećete moći da ispunite svoje obaveze iz ovog sporazuma.
- b) Nakon raskida, nećemo imati dodatne obaveze prema vama na osnovu ovog sporazuma.

8. ODGOVORNOST I OSIGURANJE

- a) Vi pristajete da na zahtev kompanije DS Smith njoj isplatite iznos dovoljan da pokrije sve obaveze, potraživanja, troškove, gubitke, naknade i izdatke (uključujući, bez ograničavanja, pravne naknade i troškove po osnovu punog obeštećenja), a koji su nastali ili su nametnuti kompaniji DS Smith ili koji na drugi način mogu

direktno ili indirektno da budu posledica:

- vašeg kršenja obaveza po osnovu ovog sporazuma;
 - vaših postupaka, propusta, zanemarivanja ili neizvršenja obaveza, kao i od strane vaših zaposlenih ili agenata; ili
 - raskida sporazuma u skladu sa odredbom 8.
- b) Vi morate raspolagati odgovarajućim osiguranjem od postojećih rizika u vezi sa ovim sporazumom, i na naš zahtev morate dostaviti dokaze o takvom pokrivenju rizika.
- c) Mi ne pokušavamo da isključimo ili ograničimo našu odgovornost za: (i) smrt ili ličnu povredu uzrokovanu našim nemarom; (ii) prevaru; ili (iii) bilo koju drugu obavezu koja ne može biti zakonski ograničena ili isključena.
- d) Osim u vezi sa našom obavezom plaćanja u skladu sa odredbom 3-b), naša odgovornost u pogledu svih ostalih zahteva je ograničena na maksimalnu moguću meru predviđenu zakonom, a kod svih direktnih gubitaka ili šteta do 10% iznosa cene plaćene za robu po osnovu koje je nastalo potraživanje.
- e) Mi nemamo bilo kakvu odgovornost (direktnu ili indirektnu) za gubitak profita, poslovanja, prihoda, mogućnosti, ugovora, reputacije; ili u pogledu očekivanih šteta, prekomernog trošenja, neispravnosti ili uništavanja računarskih podataka; kao i za sve indirektno ili posledične gubitke; bez obzira da li su izazvani našim nemarom, kršenjem ugovora, krivičnim delima, kršenjem zakonskih obaveza ili su nastali na drugi način po osnovu ovog sporazuma ili u vezi sa njim.

9. OPŠTE

- a) Ako je za isporuku, prevoz, skladištenje ili korišćenje robe ili usluga koje isporučujete kompaniji DS Smith potrebna dozvola ili saglasnost državnog ili nekog drugog organa, iste ćete pribaviti o svom trošku, a ako DS Smith to bude zahtevao, dostavićete dokaze o njihovom posedovanju.
- b) Kod isporuke u našim prostorijama, poštovaćete (i osiguravaćete da sve vaše osoblje poštuje) sve zdravstvene i bezbednosne odredbe i propise koji se primenjuju u našim prostorijama (i koje vam možemo dostaviti na zahtev). Takođe ćete preduzeti sve razumne mere predostrožnosti kako biste zaštitili svoje i naše zaposlene prilikom pružanja usluga ili isporučivanja robe.
- c) Vi ćete o sopstvenom trošku obezbediti svu opremu i materijale potrebne za pružanje usluga, osim ako je u pisanoj formi drugačije dogovoreno.
- d) Nikakve beneficije ne treba da budu dodeljene trećim licima na osnovu ovog sporazuma, a lica koja nisu potpisnici ovog sporazuma neće imati pravo da zahtevaju primenu njegovih uslova, u skladu sa Zakonom o ugovorima (Pravima trećih strana) iz 1999. godine.
- e) Svako obaveštenje ili opomena poslata u vezi sa ovim sporazumom mora biti u pisanoj formi i dostavljeno lično, ili poslato preporučeno, ili preporučeno sa potvrdom o isporuci, na registrovane adrese kompanije DS Smith i vas (po potrebi). Kod svakog obaveštenja smatraće se da je primljeno:
- ako je lično dostavljeno, od trenutka isporuke; i
 - u slučaju slanja preporučeno ili preporučeno sa potvrdom o isporuci, 48 sati od datuma slanja; uz uslov da ako se isporuka obavi pre 09:00 časova tokom radnog dana, smatraće se da je obaveštenje primljeno u 09:00 časova tog dana, a ako se isporuka obavi posle 17:00 časova tokom radnog dana ili na dan koji nije radni, smatraće se da je obaveštenje primljeno u 09:00 časova sledećeg radnog dana.
- f) Svaka odredba ovog sporazuma može se odvojiti i razlikuje se od ostalih. Ukoliko neki deo ovog sporazuma u određenom trenutku postane nevažeći ili neizvršiv u skladu sa bilo kojim usvojenim zakonom ili zakonima u bilo kojoj jurisdikciji, a koji ne utiče na ostatak ovog sporazuma, sve preostale odredbe ovog sporazuma će i dalje nastaviti da važe u punoj meri. Ukoliko se utvrdi da je neka odredba ovog sporazuma nevažeća, nezakonita ili neizvršiva, ali bi mogla da bude važeća, zakonita ili izvršiva ako bi neki deo odredbe bio izbrisan ili izmenjen, ta odredba će se primenjivati uz odgovarajuće izmene, po potrebi, koje bi je učinile važećom, zakonitom ili izvršivom. Nevaženje ili neizvršivost u jednoj jurisdikciji ne utiče na njeno važenje ili izvršivost u drugoj.
- g) Mi smo vlasnici intelektualne svojine stvorene na osnovu ovog sporazuma. Ako je to potrebno, vi ćete dodeliti ili obezbediti dodelu svih ovih prava (uključujući i moralna prava) kompaniji DS Smith.
- h) Ovaj sporazum i njegov sadržaj su poverljivi i ne smeju se odelobatiti bilo kom licu bez naše dozvole.
- i) Osim u vezi sa pododredbom 9-e), svako pominjanje obaveštenja koja su pisana ili u pisanoj formi, u okviru ovog sporazuma obuhvata i elektronske oblike komunikacije, kao što je e-pošta. Ako sa vama komuniciramo elektronskim putem, saopštenja postaju važeća od trenutka napuštanja našeg otpremnog sandučeta. Sva elektronska obaveštenja koja pošaljete kompaniji DS Smith postaju važeća od trenutka pristizanja u naše poštansko sanduče.
- j) Odredbe koje se odnose na garancije, ograničenje odgovornosti, intelektualnu svojinu, poverljivost i obaveze nakon raskida sporazuma, nastavljaju da važe i posle raskida ili isteka važnosti ovog sporazuma.
- k) Uvek ćete se u potpunosti pridržavati DS Smith Global Supplier Standarda ("GSS") koji se može naći na web info stranici dobavljača. Pored naših prava iz tačke 7, ako, po našem razumnom mišljenju, prekršite bilo koju odredbu GSS-a, mi možemo odmah prekinuti bilo koji ili sve sporazume između DS-a Smith i vas pismenim obaveštenjem.

10. BORBA PROTIV PODMIČIVANJA I KORUPCIJE

- a) Pored vaših obaveza da se pridržavate važećih zakona i propisa, vi, kao i vaši službenici i zaposleni obavezni ste:
- da se pridržavate svih antikorupcijskih zakona koji se odnose na vas ili DS Smith (i u tu svrhu smatraće se da se britanski Zakon o podmičivanju iz 2010. primenjuje bez obzira da li je važeći u vašoj zemlji ili da li se odnosi na vas); i ne smete, direktno ili indirektno, bilo u poslovanju sa privatnim ili javni sektorom, da nudite, obećavate ili dajete (ili pristanete da ponudite, obećate ili date) bilo kakvu finansijsku ili drugu korist u vezi sa pitanjima koja se tiču ovog ili bilo kog drugog sporazuma između kompanije DS Smith i vas i/ili da pribavite bilo kakvu korist za DS Smith, ako biste time prekršili bilo koji antikorupcijski zakon koji se primenjuje na vas ili DS Smith (i u tu svrhu smatraće se da se britanski Zakon o podmičivanju iz 2010. primenjuje bez obzira da li je važeći u vašoj zemlji ili da li se odnosi na vas).
 - b) Ako saznate za neki slučaj kršenja ili sumnju na kršenje odredbe 10, odmah obavestite DS Smith, pri čemu mi možemo odmah obavestiti sprovođenje ovog sporazuma uz dostavljanje pisanog obaveštenja o tome, i pre samog sprovođenja istrage o slučaju kršenja ili sumnje na kršenje. Obavezni ste da pomognete kompaniji DS Smith u sprovođenju takve istrage, što znači da ćete kompaniji DS Smith omogućiti pristup vašem osoblju, dokumentima i sistemima.
 - c) Pored naših prava predviđenih odredbom 7, ako prema našem opravdanom mišljenju prekršite odredbu 10, mi imamo pravo da odmah raskinemo sve sporazume između kompanije DS Smith i vas, uz dostavu pisanog obaveštenja o tome.

11. VAŽEĆI ZAKON I NADLEŽNOST

- a) Ovaj sporazum i svaki spor ili zahtev koji proistekne iz njega ili u vezi sa njim, kao i njegovim sadržajem i formiranjem (uključujući sve vanugovorne sporove ili zahteve), biće regulisani i tumačeni u skladu sa zakonima Republike Srbije.
- b) Uzimajući u obzir odredbu 11-c) u nastavku, DS Smith i vi neopozivo prihvatate i potvrđujete da sudovi Engleske imaju isključivu nadležnost (jurisdikciju) u pogledu saslušanja i pokretanja bilo kakvih tužbi, pravnih radnji ili postupka i/ili rešavanja sporova (uključujući sve vanugovorne sporove ili zahteve) koji proizilaze iz ili su na bilo koji način povezani sa sporazumom ili njegovim formiranjem ili važnošću („Postupci“), kao i u pogledu izvršenja presuda u vezi sa njegovom imovinom ili sredstvima.
- c) U okviru odredbe 11 ničim se ne ograničava (niti treba tako tumačiti) pravo kompanije DS Smith da pokrene postupak protiv vas u sudovima bilo koje zemlje u kojoj imate imovinu ili pred bilo kojim drugim nadležnim sudom, pri čemu pokretanje postupka u jednoj ili više jurisdikcija ne sprečava pokretanje postupka u bilo kojoj drugoj jurisdikciji (bilo istovremeno ili ne), ako je to dopušteno i u meri u kojoj je dopušteno važećim zakonom.

1. INTRODUCTION

- a) "DS Smith", "we" or "our" are the member of the DS Smith group of companies 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 which incorporates these purchase conditions ("Conditions" and together with the purchase order, the "Agreement") and:
 - a specification of what we have ordered
 - the price we are to pay
 - the delivery or collection details.
- c) That is the whole of our agreement for this purchase and supersedes any previous agreement we may have had with you in relation to it. These Conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions which may be contained in any quotation, catalogue, price list, order, acknowledgement or any other document (including, without limitation, any terms of conditions which you purport to apply under any acknowledgement, confirmation of order or other correspondence or documentation).
- d) Save as provided under Clause 2 below, no variation to the Agreement is valid unless it is in writing and is either signed or specifically agreed to in writing by our authorised representative.
- e) You must supply the goods or services (the "supply") yourselves unless we have agreed in writing to accept them from someone else.
- f) We may ask you to make the supply to any other company within the group of companies DS Smith belongs to and to deal with that other company as if they were DS Smith.

2. CANCELLATION AND VARIATION

- a) We may cancel the purchase order at any time before the supply is made. If we do, 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. We have no other 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 or by the issue of a further official purchase order by DS Smith.

3. PRICE AND PAYMENT

- a) The price is a fixed price apart from applicable VAT and any other tax imposed on the supply.
- b) You will not invoice DS Smith until you have made the supply. We are to pay you correctly submitted invoice within 90 days after the end of the month in which the invoice is submitted unless otherwise agreed in writing or required by mandatory law (in which case such amended period or mandatory provision of law shall apply). We reserve the right to withhold payment if we have a claim against you or you have failed to provide the information required in accordance with sub-clause 3c).
- c) You shall send all invoices to DS Smith's accounts office address stated on the purchase order but not before the delivery date. All invoices for the supply should include DS Smith's order number reference and state the place to which the goods have been delivered or place at which the services were performed and a full description of goods or services provided.

4. WARRANTY AND DEFECTS

- a) You warrant to DS Smith that what your supply will be
 - in compliance with any and all applicable laws and regulations;
 - what we specified in the purchase order;
 - free from any defects; and
 - provided with all reasonable care and skill.
- b) If we become aware of any defects in goods or services supplied we may, at our discretion, do any one or more of the following:
 - reject them and require you to replace them (if goods) or re-perform them (if services)
 - accept them but require an appropriate reduction in price
 - require you to carry out remedial work
 - reject them, repudiate the Agreement and claim from you any loss we suffer as a result.
- c) These provisions are in addition to any other rights we may have.

5. TIME

- a) Time is of the essence of this Agreement. If a date for the supply is specified, and you do not make the supply by that date, we may treat that failure as a fundamental breach of the Agreement. In that event we would have no further obligations to you but you would be liable to make good any loss to DS Smith.
- b) If no date is specified for the supply, you should deliver the goods or perform the services in a reasonable time from the date of the purchase order.

6. PASSING OF RISK AND TITLE

- a) Goods remain at your risk until:
 - they have been loaded onto the collection vehicle, if we are arranging their collection; or
 - they have been unloaded at the delivery address, if you are delivering them.
- b) Goods become our property when:
 - they have been unconditionally allocated to fulfil our purchase order; or (if earlier)
 - we have paid any part of the price for them.
- c) If goods that belong to DS Smith are in your possession you must clearly label them as our property; keep them separate from goods belonging to you or others and keep them properly stored and insured.
- d) 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.

7. TERMINATION

- a) We may terminate this 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 once 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 this Agreement.
- b) On termination we have no further liabilities under 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:
 - any breach by you of your obligations under the Agreement;

- your act, omission, neglect or default or that of your employees 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) We do not seek to exclude or restrict our liability for (i) death or personal injury caused by our negligence; (ii) fraud; or (iii) any other liability which cannot lawfully be limited or excluded.
- d) Save in respect of our obligation to pay in accordance with clause 3(b), our liability in respect of any other claims is 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.
- e) We have no liability (directly or indirectly) for any loss of profit, business, revenue, opportunity, contracts, goodwill; or anticipated savings, wasted expenditure, corruption or destruction of computer data; or for any indirect or consequential loss whatsoever; whether caused by our negligence, breach of contract, tort, breach of statutory duty or otherwise arising out of or in connection with the Agreement.

9. 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 no the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- e) Any notice hereunder any notice given under the Agreement shall be in writing and served by delivering it personally or sending it by pre-paid recorded delivery or 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, at the time of delivery; and
 - in the case of pre-paid recorded delivery or registered post 48 hours from the date of posting,
 provided that if deemed receipt occurs before 9am, on a business day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9am on the next business day.
- 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 necessary to make it valid, legal and enforceable. Invalidity or unenforceability in one jurisdiction does not affect validity or enforceability in another.
- g) We are to own all intellectual property created under this Agreement. Where necessary, you are to assign or procure the assignment of all such rights (including moral rights) to DS Smith.
- h) The Agreement and its subject matter are confidential and must not be disclosed to any person without our permission.
- i) Save in respect of sub-clause 9e), any reference in the Agreement to communications being written or in writing includes electronic forms of communication such as e-mail. If we communicate with you electronically, it will be effective from when it leaves our mailbox. Any electronic communication from you to DS Smith will be effective when it arrives in our mailbox.
- j) Provisions relating to warranties, limitation of liability, intellectual property, confidentiality and obligations on termination survive termination or expiration of this Agreement.
- k) You will at all times fully comply with the DS Smith Global Supplier Standard ("GSS") which can be found at [the supplier info webpage](#). In addition to our rights in clause 7, if, in our reasonable opinion, you have breached any provision of the GSS, we may immediately terminate any or all agreements between DS Smith and you by giving written notice to you.

10. ANTI-BRIBERY AND CORRUPTION

- 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 all anti-corruption laws applicable to you or DS Smith (and for this purpose, the Bribery Act 2010 shall be deemed to apply whether or not it is in force and whether or not it applies to the you); and
 - 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 any anticorruption laws applicable to the you or DS Smith (and for this purpose, the Bribery Act 2010 shall be deemed to apply whether or not it is in force and whether or not it applies to you).
- b) If you become aware of any breach or suspected breach of this clause 10, 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 access to your personnel, documents and systems.
- c) In addition to our rights in clause 7, if, in our reasonable opinion, you have breached this clause 10, we may immediately terminate any or all agreements between DS Smith and you by giving written notice to you.

11. GOVERNING LAW AND JURISDICTION

- 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 Republic of Serbia.
- b) Subject to sub-clause 11c) below, DS Smith and you irrevocably agree and acknowledge that the courts of England are to have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes (including any non-contractual disputes or claims) arising out of or in any way relating to the Agreement or its formation or validity ("Proceedings") and for the purpose of enforcement of any judgment against its property or assets.
- c) Nothing in this clause 11 shall (or shall be construed so as to) limit the right of DS Smith to take Proceedings against you in the courts of any country in which you have assets or in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.