

USLOVI PRODAJE	SALES TERMS AND CONDITIONS
Sva prodaja kompanije Ingram Kupcu podleže ovim Uslovima prodaje („Uslovi“). Prihvatanjem ovih Uslova od strane Kupca smatra se (i) Potpisivanje ovih Uslova od strane Kupca ili (ii) ako Kupac dostavi kompaniji Ingram Porudžbenu ili (iii) ako Kupac prihvati bilo koji Proizvod od kompanije Ingram, šta god nastupi ranije.	All sales made by Ingram to Purchaser are subject to these Sales Terms and Conditions (“Terms”). Purchaser’s acceptance of these Terms shall be deemed by (i) Purchaser signing these Terms or (ii) Purchaser providing a Purchase Order to Ingram, or (iii) Purchaser’s acceptance of any Product from Ingram, whichever occurs first.
Ovi Uslovi i svaki dokument/dokumenta navedena u istom se primenjuju na prodaju svih Proizvoda Kupcu i zamenjuju sve prethodne dogovore, aranžmane i sporazume. Prihvatanje porudžbenice Kupca od strane kompanije Ingram je ograničeno na ove Uslove bez ikakvih modifikacija ili izuzetaka. Dodatni uslovi za bilo koji dokument Kupca neće imati nikakvo dejstvo (tj. neće izmeniti ili dopuniti ove Uslove, bez obzira na to da li se kompanija Ingram izričito protiv tim uslovima).	These Terms and any document(s) referred to herein shall apply to sales of all the Products to Purchaser and supersede all prior understandings, arrangements and agreements. Ingram’s acceptance of Purchaser’s purchase order is limited to these Terms without any modification, or exception. Additional terms and conditions on any Purchaser document will have no effect (i.e., will not change or add to these Terms whether or not Ingram specifically objects to those terms and conditions).
<b>1. DEFINICIJE I TUMAČENJE</b>	<b>1. DEFINITIONS AND INTERPRETATION</b>
1.1 Sledeći izrazi u ovim Uslovima će imati sledeća značenja osim ako kontekst ne nalaže drugačije:	1.1. In these Terms, the following phrases shall have the following meaning, unless the context otherwise requires:
„ <b>Ingram</b> “ označava kompaniju <b>Ingram Micro doo</b> , Tošin bunar 272 V, 11070 Novi Beograd, Srbija, matični broj 17493850, PDV br. 103050887.	„ <b>Ingram</b> “ means <b>Ingram Micro doo</b> , Tosin Bunar 272 V, 11070 Novi Beograd, Serbia, Reg. No. 17493850, VAT no. 103050887.
„ <b>Kupac</b> “ označava preduzeće ili kompaniju koja kupuje Proizvode od kompanije Ingram Micro.	„ <b>Purchaser</b> “ means the business or company named below that is purchasing the Products from Ingram Micro.
svaka strana je u daljem tekstu pojedinačno označena kao „ <b>Strana</b> “ a obe strane zajednički kao „ <b>Strane</b> “.	each party shall be hereinafter individually referred to as a “ <b>Party</b> ”, and both parties shall be hereinafter collectively referred to as the “ <b>Parties</b> ”
„ <b>Porudžbenica</b> “ - označava svaku Porudžbenu koju Kupac dostavi kompaniji Ingram prema ovim Uslovima, a koja mora uključivati, bez ograničenja: (i) Podatke o identifikaciji Kupca; (ii) datum i broj Porudžbine koju je izdao Kupac; (iii) kod Proizvoda i njegov detaljni opis kako je navedeno u Ponudi za proizvod; (iv) broj/količinu Proizvoda; (v) Kupovnu cenu Proizvoda (koju Strane ugovore pre nego što Kupac dostavi kompaniji Ingram odgovarajuću Porudžbinu; (vi) Mesto preuzimanja, odnosno Mesto isporuke, u zavisnosti od slučaja.	„ <b>Purchase Order</b> “ - means each Product order which is submitted by Purchaser to Ingram under these Terms and which must include, without being limited to: (i) Purchaser’s identification details (or Purchaser’s customer details, if required); (ii) the date and number of the Order issued by Purchaser; (iii) the Product code and its detailed description, as they are mentioned in the Product Offer; (iv) Products number/quantity; (v) the Purchase Price of the Products (agreed by the Parties prior to the submission by Purchaser to Ingram of the respective Order; (vi) the Pickup Location or, the Place of Delivery, as the case may be.
„ <b>Datum potpisivanja</b> “ - dan kada je Kupac prihvatio ove Uslove;	„ <b>Signing Date</b> “ - the day on which these Terms have been accepted by the Purchaser;
„ <b>Mesto preuzimanja</b> “ - puna adresa mesta/lokacije, u Srbiji, odakle će se Proizvodi, koji su predmet Porudžbenice, preuzeti, odnosno gde će ih Kupac primiti, kako je navedeno u Porudžbenici;	„ <b>Pickup Location</b> “ - the full address of the place / location, in Serbia, where the Products subject of a Purchase Order shall be collected from, and received by Purchaser, as indicated in each Purchase Order;
„ <b>Mesto isporuke</b> “ - puna adresa mesta/lokacije, u Srbiji, gde će Proizvodi koji su predmet Porudžbenice biti isporučeni, odnosno primljeni od strane Kupca (adresa navedena u Porudžbenici mora sadržati neke/sve detalje o Mestu isporuke, tako da ne mogu biti razlog za neslanje/neisporuku/nemogućnost prijema Proizvoda koji su predmet Porudžbenice);	„ <b>Place of Delivery</b> “ - the full address of the place / location, in Serbia, where the Products subject of a Purchase Order shall be delivered to, respectively received by Purchaser (the address indicated in the Purchase Order must include any / all details of the Place of Delivery, so that they cannot be a reason for non-shipment / non-delivery / impossibility to receive the Products that are the subject of a Purchase Order);
„ <b>Ponuda za proizvod</b> “ - dokument koji kompanija Ingram dostavlja Kupcu, u kojem se navode elementi kao što je maksimalna količina Proizvoda koju je Dobavljač spreman da ponudi za prodaju, u određenom roku, i povezane jedinične cene; Ponuda za proizvod se može obezbediti na zahtev Kupca ili na inicijativu kompanije Ingram;	„ <b>Product Offer</b> “ - the document provided by Ingram to Purchaser stating elements such as the maximum Product quantity the Supplier is willing to offer for sale, within a certain period of time and related unit prices; the Product Offer may be provided at Purchaser’s request or at Ingram’s initiative;
„ <b>Kupovna cena</b> “ - ukupna kupovna cena koju su Strane ugovorile, koju Kupac duguje kompaniji Ingram za Proizvode koji su predmet Porudžbenice;	„ <b>Purchase Price</b> “ - the total purchase price agreed upon by the Parties, due by Purchaser to Ingram for the Products subject of a Purchase Order;
„ <b>Proizvodi</b> “ - hardver, softver i/ili paketi usluga Prodavaca, koje kompanija Ingram prodaje/distribuiru i koji se obično objavljuju preko veb-sajta i/ili naloga na društvenim medijima, kao i preko drugih kanala komunikacije koji pripadaju kompaniji Ingram. Pakete usluge Prodavaca definiše Prodavac sa kojim Ingram ima ugovorne odnose. Kompanija Ingram nije u obavezi da pruži usluge povezane sa paketima usluga Prodavca. Takve usluge obavljaju Prodavci ili treće strane.	„ <b>Products</b> “ - the hardware, software and/or service packages of Vendors, which Ingram sells/distributes and which are usually made public through the website and/or social media accounts, as well as through other communication channels belonging to Ingram. The Vendors’ service packages are defined by the Vendor which Ingram has contractual relationships with. Ingram is under no obligation to provide the services associated with the Vendors’ service packages. Such services are performed by the Vendors or third parties;
„ <b>Prodavac</b> “ označava proizvođača ili izdavača određenog Proizvoda.	„ <b>Vendor</b> “ means the manufacturer or publisher of a particular Product.

<p>„Radni dan“ označava svaki dan (osim subote, nedelje ili državnog praznika) na koji su banke otvorene za poslovanje u Srbiji.</p>	<p>“Business Day” - any day (other than a Saturday, Sunday or legal holiday) on which the banks are open for the public in Serbia.</p>
<p>1.1. U ovim Uslovima, osim ako je drugačije predviđeno:</p>	<p>1.1. Within these Terms, unless otherwise provided:</p>
<p>(i) naslovi odeljaka su umetnuti isključivo radi pogodnosti i neće uticati na tumačenja odeljaka;</p>	<p>(i) titles of Sections are inserted for convenience of reference only and shall not affect the interpretation thereof;</p>
<p>(ii) izrazi „pisani“ ili „u pisanom obliku“ obuhvataju e-poštu ili drugi metod komunikacije koji su Strane prethodno ugovorile pisanim putem.</p>	<p>(iii) references to “written” or “writing” include e-mails or other method of communication prior agreed in writing by the Parties.</p>
<p>(ii)</p>	
<p><b>2. CILJ USLOVA</b></p>	<p><b>2. OBJECT OF THE TERMS</b></p>
<p><b>2.1. Proizvodi i porudžbenice za proizvode</b></p>	<p><b>2.1. Products and Product Purchase Orders</b></p>
<p>2.1.1 Kompanija Ingram se obavezuje da će Kupcu isporučiti Proizvode koji su predmet Porudžbenice, a Kupac se ovim putem obavezuje da će platiti Kupovnu cenu, u skladu sa uslovima koji su ugovoreni između Strana prema Porudžbenici, kao i odredbama ovih Uslova. Ne dovodeći u pitanje primenu ovih Uslova, dodatni i detaljniji uslovi se mogu primenjivati za određene Proizvode i Prodavce, uključujući posebne uslove primenljive na posebne cene koje Prodavci nude preko kompanije Ingram („Posebne ponude“) i mogu se primenjivati dodatni uslovi u pogledu isporuke kompanije Ingram i drugih aspekata njenog poslovanja, a naručivanjem Proizvoda od kompanije Ingram, Kupac pristaje da bude obavezan takvim dodatnim uslovima u skladu sa Posebnim ponudama.</p>	<p>2.1.1. Ingram hereby undertakes to supply, to Purchaser, the Products, which are subject to a Purchase Order, and Purchaser hereby undertakes to pay the Purchase Price, in accordance with the terms and conditions mutually agreed by the Parties under the Purchase Order, as well as with the provisions of these Terms. Without prejudice to the application of these Terms, additional and more detailed terms may apply for certain Products and Vendors, including specific terms applicable to special prices offered by Vendors through Ingram ("Special Bids") and additional terms may apply with respect to Ingram's delivery and other aspects of its business, and by ordering Products from Ingram Purchaser agrees to be bound by such additional terms as per the Special Bids.</p>
<p>2.1.2 Nakon što Ingram primi Porudžbenu koju je Kupac dostavio pisanim putem, kompanija Ingram će imejlom odgovoriti Kupcu u razumnom roku slanjem pisanog obaveštenja („Obaveštenje“), koje sadrži: (i) prihvatanje Porudžbenice njenim potpisivanjem od strane kompanije Ingram; ili (ii) pregovore o uslovima Porudžbenice koju je Kupac inicijalno podneo, posebno opisujući elemente o kojima treba pregovarati.</p>	<p>2.1.2. After receipt by Ingram of the Purchase Order delivered in writing by Purchaser, Ingram shall reply by e-mail to Purchaser within reasonable time by a written notice (the “Notice”), containing: (i) the acceptance of the Purchase Order, through its signing by Ingram; or (ii) the negotiation of the terms and conditions of the Purchase Order initially placed by Purchaser, by specifically describing the elements that need to be negotiated.</p>
<p>2.1.2.1. (a) Kupac će odgovarati kompaniji Ingram za obezbeđivanje tačnosti uslova bilo koje Porudžbenice i snosi isključivu odgovornost za svoj izbor Proizvoda na bilo kojoj Porudžbenici i podesnost Proizvoda ili usluga za određenu svrhu/potrebu koju traži Kupac. (b) Kompanija Ingram se odriče svake odgovornosti za bilo kakve greške u Porudžbenici Kupca, čak i ako su nastale zbog pukog nemara.</p>	<p>2.1.2.1. (a) Purchaser shall be responsible to Ingram for ensuring the accuracy of the terms of any Purchase Order, and shall be sole responsible for its selection of Products on any Purchase Order and the fitness of the Products or services for any particular purpose/need sought by Purchaser. (b) Ingram disclaims any liability for any errors in Purchaser's Purchase Order, even if they are due to mere negligence.</p>
<p>2.1.2.2 Inicijalno postavljena Porudžbenica više ne važi ukoliko u roku od 15 (petnaest) dana od početka pregovora u skladu sa članom 2.1.2, tačka (ii), Strane ne zaključe Porudžbenu u obliku ugovorenim između obe Strane.</p>	<p>2.1.2.2. The initially placed Purchase Order is no longer valid if within 15 (fifteen) days from the beginning of the negotiations as per Article 2.1.2 point (ii), the Parties fail to conclude the Purchase Order in the form agreed by both Parties.</p>
<p>2.1.3. (a) Radi izbegavanja sumnje, svaka Porudžbenica za Proizvod obavezuje kompaniju Ingram da obezbedi Proizvode samo ukoliko kompanija Ingram izričito prihvati takvu Porudžbenu i ako su Strane saglasne i podložno: (i) dostupnosti zaliha u tom trenutku i (ii) dostupnosti isporuke Prodavaca/kompanije Ingram i (iii) ako cene koje zahtevaju Prodavci kompanije Ingram nisu povećane na nivo koji bi doveo do toga da kompanija Ingram prodaje Proizvode ili usluge sa gubitkom ili nižim prodajnim maržama od uobičajenih. (b) Radi izbegavanja svake sumnje, Strane su saglasne da će propust kompanije Ingram da potpiše Porudžbenu (u skladu sa članom 2.1.2) ili jednostrano poništavanje Porudžbenice od strane kompanije Ingram (ili pisanim obaveštenjem poslatim Kupcu u slučajevima pod tačkama (i)-(iii) iz čl. 2.1.3 (a) u gornjem tekstu, predstavljati opravdano odbijanje kompanije Ingram da prihvati/da se obaveže/da ispuni relevantnu Porudžbenu, a kompanija Ingram više neće biti u obavezi da se obaveže/da ispuni takvu Porudžbenu ili da plati bilo koje oštete u vezi sa svojim odbijanjem da potpiše/ispuni Porudžbenice koje je izdao Kupac, a takvo neispunjenje neće se smatrati nepoštovanjem Uslova od strane kompanije Ingram.</p>	<p>2.1.3 (a) For the avoidance of any doubt, any Product Purchase Order shall bind Ingram to provide the Products only as long as such Purchase Order is expressly accepted by Ingram and agreed by the Parties and, and subject to: (i) the availability of the stock of Products at that time, and (ii) the delivery availability of the Vendors/Ingram and (iii) the prices required by Ingram's Vendors not having increased to a level that would result in Ingram selling the Products or services at a loss or with lower than normal sales margins. (b) For the avoidance of any doubt, the Parties agree that Ingram's failure to sign the Purchase Order (according to Article 2.1.2) or Ingram unilaterally annulling a Purchase Order (by written notice sent to Purchaser in any of the cases under letters (i)-(iii) from art. 2.1.3 (a) above, shall represent Ingram's justified refusal to accept/commit to/fulfill the relevant Purchase Order, and Ingram shall no longer be bound to commit to/fulfil such Purchase Order and/or to pay any damages in connection with its refusal to sign / fulfil the Purchase Orders issued by Purchaser, and such non-fulfilment shall not be qualified as non-performance of the Terms by Ingram.</p>

2.1.1. Osim ako je drugačije predviđeno ovim Uslovima, izmena Porudžbenice nakon što su je prihvatile obe Strane, može se izvršiti samo nakon pisanog prihvatanja predloga za izmenu koji podnese bilo koja Strana, slanjem pisanog obaveštenja drugoj Strani, u razumnom roku pre datuma određenog za isporuku Proizvoda.	2.1.1. Unless otherwise provided in these Terms, the amendment of a Purchase Order after it has been agreed by both Parties, may only be made after written acceptance of the amendment proposals submitted by either Party, by a written notice to the other Party, within a reasonable period of time prior the date set for Product delivery.
2.1.2. Kompanija Ingram će isporučiti Proizvode Kupcu u zamenu za Kupovnu cenu utvrđenu u okviru Porudžbenice, u skladu sa odredbama ovih Uslova.	2.1.2. The Products shall be delivered by Ingram to Purchaser in exchange for the Purchase Price determined within the Purchase Order, in accordance with the provisions of these Terms.
2.1.3. Strane su saglasne da su svi datumi navedeni ili zakazani za isporuku Proizvoda ili početak usluga samo približni i kompanija Ingram neće biti odgovorna za bilo koje kašnjenje u isporuci Proizvoda ili izvođenju usluga. Bez ograničenja opštosti navedenog, kompanija Ingram ima pravo da obustavi snabdevanje Proizvoda prema uslovima člana 2.2.3, tačka (ii) u nastavku, pri čemu se uslovi utvrđeni u Porudžbenici odlažu za ceo period tokom kojeg je snabdevanje obustavljeno, pri čemu se kompanija Ingram ne smatra krivom i/ili ne smatra se da duguje obeštećenje/kazne/odštete.	2.1.3. The Parties agree that any dates quoted or scheduled for the delivery of Products or commencement of services are approximate only and Ingram shall not be liable for any delay in delivery of the Products or performance of services. Without limiting the generality of the foregoing, Ingram is entitled to suspend the supply of the Products under the conditions of Article 2.2.3 point (ii) below, the terms determined within the Purchase Order being delayed with the entire period during which the supply is suspended, without Ingram being held culpable and/or owing any indemnification / penalties / damages.
2.1.4. Kupcu nije dozvoljeno da otkáže Porudžbenicu nakon što je kompanija Ingram prihvatila istu. Izuzeto i nakon što Ingram dobije potvrdu od odgovarajućeg Prodavca, Ingram može prihvatiti zahtev za otkazivanje pod uslovom da Kupac pokrije naknade za otkazivanje koje je nametnuo Prodavac. U slučaju neizvršenja od strane Kupca, kompanija Ingram može dodatno zahtevati nadoknadu za prouzrokovanu štetu.	2.1.4. It is not allowed to Purchaser to cancel the Purchaser Order after the Purchase Order has been accepted by Ingram. By expectation and after receiving confirmation from the respective Vendor, Ingram may accept a cancellation request subject to Purchaser covering the cancellation fees imposed by the Vendor. In case of non-performance by Purchaser, Ingram may additionally claim compensation for the damages caused.
2.1.2.	2.1.4.
<b>2.2. Kupovna cena</b>	<b>2.2. Purchase Price</b>
2.2.1. <i>Kupovna cena</i>	2.2.1. <i>Purchase Price</i>
2.2.1.1. Kupovna cena se određuje u okviru Porudžbine, na osnovu Ponude za proizvod koja je dostavljena Kupcu.	2.2.1.1. The Purchase Price is set within the Purchase Order, based on the Product Offer provided to Purchaser.
2.2.1.2. Kupac se obavezuje da će isplatiti Kupovnu cenu koju Strane ugovore u skladu sa Porudžbenicom, za Proizvode koji su predmet Porudžbenice.	2.2.1.2. Purchaser undertakes to pay to Ingram the Purchase Price agreed by the Parties in accordance with the Purchase Order, for the Products subject to the Purchase Order.
2.2.1.3. Strane su čvrsto, bezuslovno i neopozivo saglasne da jedinične cene Proizvoda (na osnovu kojih su Strane odredile Kupovnu cenu) /uslove isporuke mogu biti podložne promenama usled objektivnih okolnosti koje kompanija Ingram ne može razumno uzeti u obzir nakon Datuma porudžbenice (npr. povećanje troškova u vezi sa izvođenjem sopstvenih obaveza kompanije Ingram, cenu Proizvoda su povećali Prodavci kompanije Ingram, cena Proizvoda je povećana usled okolnosti koje Strane nisu mogle predvideti (npr. epidemija/pandemija), Prodavci kompanije Ingram su izmenili rok za ispunjenje porudžbine). Kompanija Ingram obaveštava Kupca o svakoj promeni u razumnom roku. Potpisivanjem Uslova, Kupac izjavljuje da prihvata i obavezuje se da će platiti Kupovnu cenu/prihvatiti prilagođeno vreme isporuke u skladu sa odredbama ovog pododeljka.	2.2.1.3. The Parties firmly, unconditionally and irrevocably agree that the Products unit prices (based on which the Parties determined the Purchase Price) / the terms of delivery may be subject to changes due to objective circumstances which cannot be reasonably taken into consideration by Ingram upon the Purchase Order's Date (e.g. increase of costs relating to the performance of Ingram's own obligations, the Product price has been increased by Ingram's Vendors, the Product price has been increased due to circumstances which could not have been foreseen by the Parties (e.g. epidemic/pandemic), the order fulfillment term has been modified by the Ingram's Vendors). Any change shall be notified by Ingram to Purchaser within a reasonable period of time. By signing the Terms, Purchaser declares that it accepts and undertakes to pay the Purchase Price / to accept the adjusted delivery time in accordance with the provisions of this sub-section.
2.2.1.4. Kupac izjavljuje da neće odbiti/odložiti isplatu Kupovne cene pozivanjem kompanije Ingram na poravnanje ili drugi metod ispunjavanja obaveza pored plaćanja, i odriče se prava na pozivanje na nadoknadu/drugi metod gašenja obaveza u skladu sa odredbama važećeg zakona. Kompanija Ingram će imati pravo, u svakom trenutku, da se povuče i/ili izmeni bilo koji odobreni kreditni limit slanjem pisanog obaveštenja.	2.2.1.4. Purchaser declares that it shall not refuse / postpone the payment of the Purchase Price by invoking to Ingram a set-off or any other method of fulfilling the obligations besides payment, and waives the right to invoke compensation / other method of extinguishing the obligations according to the provisions of the applicable law. Ingram shall be entitled, at any time and at its absolute discretion, to withdraw and/or alter any credit limit granted, by sending written notice.
2.2.1.5. Kupac izjavljuje da je čvrsto, bezuslovno i neopozivo saglasan da se neće pozivati na obustavu plaćanja Kupovne cene (bilo koji deo Kupovne cene) u slučaju: (i) pojave bilo kakvog poremećaja zakona ili činjenica Proizvoda ili (ii) bilo kojih oštećenja/nedostataka Proizvoda za koje kompanija Ingram nije dužna da garantuje prema ovim Uslovima ili (iii) nastanka bilo koje druge situacije za koje Uslovi predviđaju da kompanija Ingram nije odgovorna za takvu situaciju.	2.2.1.5. Purchaser declares that it firmly, unconditionally and irrevocably agrees not to invoke the suspension of the payment of the Purchase Price (any part of the Purchase Price) in the case of: (i) occurrence of any disturbance in law or in fact of the Products, or (ii) any Products defects / deficiencies which Ingram is not bound to warrant under the Terms, or (iii) occurrence of any other situation which the Terms provide that Ingram is not liable for.

<p>2.2.1.6. Kupac je saglasan da će obeštetiti kompaniju Ingram za potraživanja podneta protiv kompanije Ingram od strane Prodavaca za nepoštovanje uslova Prodavaca od strane Kupca za standardne ponude, kao i u kontekstu u kojem Kupac ima koristi od Posebnih ponuda. U skladu sa uslovima koji odgovaraju Posebnim ponudama, koje se primenjuju za određene Prodavce i Proizvode, nepoštovanje takvih uslova može dati pravo kompaniji Ingram i/ili njenim Prodavcima za zahtevaju i fakturišu Kupcu punu vrednost za sve popuste, rabata i ostale posebne uslove cena koji su odobreni Kupcu u skladu sa Posebnom ponudom.</p>	<p>2.2.1.6. Purchaser agrees to indemnify Ingram for any claims made against Ingram by Vendors for Purchaser's non-compliance with Vendors' terms and conditions for standard offers as we as in the context where Purchaser benefits from Special Bids. Subject to the terms corresponding to the Special Bids, applicable for certain Vendors and Products, non-compliance with such terms may entitle Ingram and/or its Vendors to reclaim and invoice Purchaser in full for all discounts, rebates and other special price conditions granted to Purchaser under the Special Bid.</p>
<p>2.2.2. <i>Uslovi plaćanja Kupovne cene</i></p>	<p>2.2.2. <i>The Purchase Price payment conditions</i></p>
<p>2.2.2.1. Kupovnu cenu za svaku isporuku Proizvoda od strane kompanije Ingram u okviru relevantne Porudžbenice plaća Kupac prema sledećim uslovima</p>	<p>2.2.2.1. The Purchase Price for each Product delivery made by Ingram under the relevant Purchase Order shall be paid by Purchaser, under the following conditions</p>
<p>(A) <u>Kreditni limit:</u></p>	<p>(A) <u>Credit limit:</u></p>
<p>(i) Kupac ima koristi od kreditnog limita koji je kompanija Ingram jednostrano odredila i ponudila po sopstvenom nahođenju kompanije Ingram (npr. bez obaveze pravdanja) („Kreditni limit“), za vremenski period („Kreditni period“), ako kumulativna vrednost Kupovnih cena za Proizvode kupljene tokom Kreditnog perioda ne prevazilazi Kreditni limit, osim ako su Strane prema Porudžbenicama ugovorile da ukupna vrednost Kupovnih cena može biti veća od Kreditnog limita; i</p>	<p>(i) Purchaser benefits from a credit limit unilaterally established and offered by Ingram at Ingram's own discretion (e.g. with no obligation to justify it) (the "Credit Limit"), for a period of time (the "Credit Period"), if the cumulated value of the Purchase Prices for the Products purchased during the Credit Period does not exceed the Credit Limit, unless the Parties have agreed under the Purchase Orders that the cumulated value of the Purchase Prices may exceed the Credit Limit; and</p>
<p>(ii)</p>	<p>(ii)</p>
<p>(iii) Kreditni limit koji kompanija Ingram odobri Kupcu ne ograničava ukupan obim Proizvoda koji Kupac može kupiti od kompanije Ingram, što znači da Kupac može kupiti Proizvod iznad vrednosti Kreditnog limita, podložno trenutnoj isplati u skladu sa odredbama člana 2.2.2.1, slovo (B), tačka (i) u nastavku; i</p>	<p>(iii) The Credit Limit granted to Purchaser by Ingram does not restrict the total volume of the Products that Purchaser may purchase from Ingram, meaning that Purchaser may purchase Products beyond the value of the Credit Limit, subject to immediate payment in accordance with the provisions of Article 2.2.2.1 lett. (B) point (i) below; and</p>
<p>Kupac izjavljuje da je saglasan i da prihvata činjenicu da kompanija Ingram može jednostrano izmeniti Kreditni limit, po apsolutnom nahođenju kompanije Ingram, u bilo kom trenutku, slanjem obaveštenja; i</p>	<p>(iv) Purchaser declares that it agrees and accepts the fact that the Credit Limit may be unilaterally amended by Ingram, at Ingram's absolute discretion at any time, by a notice; and</p>
<p>(iv) Kupac izjavljuje da je saglasan i da prihvata činjenicu da kompanija Ingram može jednostrano ukinuti Kreditni limit po apsolutnom nahođenju kompanije Ingram i u bilo kom trenutku, slanjem obaveštenja – u ovom slučaju, sve Kupovne cene fakturisane do tog trenutka odmah dospevaju za plaćanje, bez daljih formalnosti.</p>	<p>(v) Purchaser declares that it agrees and accepts the fact the Credit Limit facility may be unilaterally eliminated by Ingram at Ingram's absolute discretion and at any time, by a notice – in this case, all Purchase Prices invoiced up to that time shall become due immediately, with no further formality.</p>
<p>(vi) Ako Kupac prekorači svoj Kreditni limit ili se ne kvalifikuje za produžene kreditne uslove, kompanija Ingram ima pravo, po sopstvenom nahođenju, da odloži naknadne isporuke/obustavi izvršenje svojih obaveza ili zahteva plaćanje unapred, dok kompanija Ingram jednostrano ne utvrdi da je Kupac ponovo kvalifikovan da primi kreditne uslove.</p>	<p>(vii) If Purchaser exceeds its Credit Limit or fails to qualify for continued credit terms, Ingram is entitled, at its sole discretion, to delay subsequent shipments/suspend execution of its obligations or require payment in advance, until Ingram unilaterally determines that Purchaser is once again qualified to receive credit terms.</p>
<p>(B) <u>Trenutno plaćanje:</u></p>	<p>(B) <u>Immediate payment:</u></p>
<p>(i) (1) Kupac se obavezuje da će kompaniji Ingram u celosti platiti Kupovnu cenu za porudžbinu za određeni broj dana od kada kompanija Ingram izda fakturu kako je ugovoreno između Strana. (2) U slučaju da Kupac koristi Kreditni limit u skladu sa tačkom (A) u gornjem tekstu, Kupac se obavezuje da će platiti kompaniji Ingram višak Kupovne cene(a) koji prekoračuje Kreditni limit odmah nakon datuma kada je Kreditni limit prekoračen, pri čemu nisu potrebne druge formalnosti.</p>	<p>(i) (1) Purchaser undertakes to pay to Ingram in whole the Purchase Price for an order in certain number days from invoice issuance by Ingram as agreed between the Parties. (2) In case Purchaser benefits from Credit Limit as per letter (A) above, Purchaser undertakes to pay to Ingram the excess of the Purchase Price(s) which exceeds the Credit Limit, immediately after the date when the Credit Limit is exceeded, no other formality being necessary.</p>
<p>2.2.2.2. Kompanija Ingram će izdati fakture za Kupovnu cenu u vezi sa svakom isporukom Proizvoda u skladu sa ovim Uslovima.</p>	<p>2.2.2.2. Ingram shall issue invoices for the Purchase Price relating to each supply of the Products made in accordance with these Terms.</p>
<p>2.2.2.3. Plaćanje Kupovne cene se vrši u RSD (ili drugoj valuti po potrebi) transferom na bankovni račun kompanije Ingram.</p>	<p>2.2.2.3. The payment of the Purchase Price shall be made in RSD (or other currency, as appropriate) by transfer into Ingram's bank account.</p>
<p>2.2.2.4. Kupac će se smatrati zvanično obaveštenim <i>de iure</i> od isteka roka za plaćanje Kupovne cene koja je predviđena u fakturama koje je izdala</p>	<p>2.2.2.4. Purchaser shall be considered formally notified <i>de iure</i> from the expiration of the deadline for payment of the Purchase Price laid down</p>

<p>kompanija Ingram u skladu sa odredbama u gornjem tekstu i dugovaće kazne za zadocnelo plaćanje od 0,1% po kalendarskom danu, koje se primenjuju na dospeo i neizmiren iznos, od datuma dospeća do pune isplate dugovanih iznosa. Ukupan iznos kazni može premašiti neplaćeni iznos. Odredbe ovog odeljka ni na koji način neće ukloniti niti ograničiti pravo kompanije Ingram da zahteva nadoknadu za pretrpljenu štetu.</p>	<p>in the invoices issued by Ingram in accordance with the provisions above and shall owe late payment penalties of 0.1% per calendar day applicable to the due and unpaid amount, from the due date until full payment of the amounts owed. The total amount of the penalties may exceed the outstanding amount. The provisions of this section shall neither remove nor restrict in any way Ingram's right to claim full reparation of the damage suffered.</p>
<p>2.2.2.5. Smatra se da je uplata bilo kog iznosa u vezi sa Kupovnom cenom izvršena na dan kada se na bankovni račun kompanije Ingram uplati iznos koji je Kupac preneo. Smatra se da je plaćanje u potpunosti izvršeno kada se primi ceo iznos koji je u fakturi navela kompanija Ingram, u skladu sa uslovima navedenim u ovom pododeljku.</p>	<p>2.2.2.5. The payment of any amount relating to the Purchase Price shall be deemed to be made on the date Ingram's bank account is credited with the amount transferred by Purchaser. The payment shall be deemed fully made on the date on which the entire amount mentioned in the invoice issued by Ingram is received by Ingram under the conditions provided in this sub-section.</p>
<p>2.2.2.6. Strane su saglasne da je obaveza plaćanja Kupovne cene, kao i da su uslovi plaćanja predviđeni u ovim Uslovima od ključne važnosti.</p> <p>2.2.2.1.</p>	<p>2.2.2.6. The Parties agree that the obligation to pay the Purchase Price as well as the payment terms and conditions provided in these Terms are of the essence.</p>
<p><b>2.2.3. Garancija plaćanja</b></p>	<p><b>2.2.3. Payment security</b></p>
<p>2.2.3.1. Kako bi se osiguralo pravilno ispunjenje svih obaveza koje je Kupac preuzeo prema ovim Uslovima (uključujući plaćanje Kupovne cene i/ili kazni), ne dovodeći u pitanje drugo pravo ili pravni lek dostupan kompaniji Ingram, Kupac je saglasan sa sledećim:</p>	<p>2.2.3.1. In order to secure the proper fulfillment of all obligations assumed by Purchaser under these Terms (including the payment of the Purchase Price and/or of the penalties), without prejudice to any other right or remedy available to Ingram, Purchaser agrees as follows:</p>
<p>(i) U slučaju nepravilnog izvođenja (uključujući i slučaj kašnjenja/neizvršenja obaveza) od strane Kupca u pogledu bilo koje obaveze preuzete prema ovim Uslovima, kompanija Ingram će imati pravo, ne isključujući druga prava predviđena zakonom ili ovim Uslovima, da odbije/obustavi izvođenje svojih obaveza do datuma ispravnog ispunjavanja obaveza Kupca, bez mogućnosti da bude obavezana da ispravi bilo koju pretrpljenu štetu/štetu koju potražuje Kupac ili treća strana ili da plati bilo koje kazne/obeštećenje/odštetu bilo koje vrste;</p>	<p>(i) in case of improper performance (including in case of delay / non-performance) by Purchaser of any obligation assumed under these Terms, Ingram will be entitled, without excluding any of other rights stipulated by the law or provided under these Terms, to refuse / to suspend the performance of its own obligations until the date of proper fulfilment of Purchaser's obligations, without being able to be obliged to repair any damage suffered / claimed by Purchaser or by any other third party or to pay any kind of penalties / indemnification / damages of any kind;</p>
<p>(ii) konkretno, Strane su saglasne da, ukoliko Kupac ne plati Kupovnu cenu, kompanija Ingram će imati pravo, ne isključujući druga prava/mere predviđene zakonom ili ovim Uslovima) da odbije/obustavi buduće isporuke Proizvoda, na osnovu tekućih/budućih Porudžbenica. Strane su saglasne da će svi datumi dospeća koje Strane ugovore prema Porudžbenici biti odloženi shodno tome i produženi za ceo period obustave izvođenja obaveza kompanije Ingram, bez mogućnosti da budu u obavezi da isprave bilo koju pretrpljenu štetu/štetu koju potražuje Kupac ili druga treća strana ili da plate bilo koje kazne/obeštećenje/odštetu bilo koje vrste.</p>	<p>(ii) specifically, the Parties agree that if Purchaser fails to pay the Purchase Price, Ingram will be entitled, without excluding any of the other rights / measures stipulated by the law or provided under these Terms) to refuse / to suspend subsequent Product supplies, based on ongoing / subsequent Purchase Orders. The Parties agree that any and all due dates agreed by the Parties under the Purchase Order shall be postponed accordingly and extended with the entire period of suspension of Ingram's obligations performance, without being able to be obliged to repair any damage suffered / claimed by Purchaser or by any other third party or to pay any kind of penalties / indemnification / damages of any kind.</p>
<p><b>3. PRENOS PRAVA SVOJINE</b></p>	<p><b>3. TRANSFER OF THE OWNERSHIP RIGHT</b></p>
<p>3.1. Pravo svojine nad Proizvodima se prenosi od kompanije Ingram Kupcu po isporuci-prijemu (Kupcu ili trećoj strani koju imenuje Kupac), pri čemu je dokaz o tome potpisivanje fakture, dostavnice, tovarnog lista ili beleški o prijemu-isporuci (u zavisnosti od slučaja) - ukoliko je kompanija Ingram primila puno plaćanje u skladu sa čl. 3.3 ovog dokumenta.</p>	<p>3.1. The right of ownership over the Products shall be transferred from Ingram to Purchaser upon delivery-receipt (to Purchaser or the third party appointed by Purchaser), the evidence thereof being the execution by Purchaser / appointed third party of the invoice, the delivery note, the waybill and/or a delivery-receipt notes (as the case) - subject to Ingram having received payment in full as per Art. 3.3 hereof.</p>
<p>3.2. Kada predstavnici Kupca potpišu fakturu, dostavnicu, tovarni list i/ili obaveštenje o prijemu-isporuci, to je jednako prijemu Proizvoda od strane Kupca (uključujući potvrdu da su primljeni Proizvodi oni Proizvodi koji su navedeni u Porudžbenici), a smatra se da je faktura prihvaćena za plaćanje od strane Kupca ukoliko nije uložio nikakve reklamacije kompaniji Ingram nakon prijema Proizvoda, u skladu sa Uslovima (reklamacije se moraju opravdati i prijaviti u skladu sa ovim Uslovima). Kupac garantuje da je Kupac dao posebno ovlašćenje svom predstavniku za prikupljanje/prijem i potpisivanje povezane dokumentacije i za prikupljanje/prijem Proizvoda od kompanije Ingram (uključujući ovlašćenje za potpisivanje povezane</p>	<p>3.2. The signing by Purchaser's representatives of the invoice, the delivery note, the waybill and/or the delivery-receipt notes equals to the receipt of the Products by Purchaser (including the confirmation that the Products received are the Products listed in the Purchase Order), and the invoice shall be deemed to be accepted for payment by Purchaser, if has not communicated any objections to Ingram upon receipt of the Products, in accordance with the Terms (the objections must be justified and notified in accordance with these Terms). Purchaser warrants that its representative for collection / receipt and execution of related documentation has been specially authorized by Purchaser to collect / receive the Products from Ingram (including to sign related</p>

dokumentacije). Strane su izričito saglasne da rizik od proizvoda (uključujući u slučaju uništenja, gubitka ili nestanka usled slučajnih događaja ili više sile, rizika od oštećenja i rizika od gubitka Proizvoda) prelazi na Kupca ili agenta Kupca u trenutku isporuke u skladu sa članom 4. u nastavku; ili preuzimanja Proizvoda od strane Kupca ili imenovanog prevoznika ili agenta Kupca, odnosno ukoliko Kupac ne preuzme Proizvode sa Mesta za preuzimanje ili ne primi Proizvode sa Mesta isporuke, u trenutku kada je Kupac trebalo da ih preuzme od kompanije Ingram.

3.3. Bez obzira na isporuku i prelazak rizika za Proizvode ili druge odredbe ovih Uslova, osim ako Strane ne ugovore drugačije, pravo vlasništva na Proizvode neće preći na Kupca dok kompanija Ingram ne primi punu uplatu za Proizvode. Do trenutka dok pravo vlasništva nad Proizvodima ne pređe na Kupca, Kupac a) čuva Proizvode kao lice kompanije Ingram koje prima robu na poverenje; i b) čuva Proizvode odvojeno od Proizvoda Kupca i trećih strana; i c) propisno skladišti, štiti, osigurava i identifikuje Proizvode kao svojinu kompanije Ingram; i d) prihvata da se Proizvodi mogu označiti kao svojina kompanije Ingram do potpune isplate kompaniji Ingram. Do trenutka dok pravo vlasništva nad Proizvodima ne pređe na Kupca (i pod uslovom da Proizvodi još uvek postoje i nisu preprodani), kompanija Ingram će imati pravo da u svakom trenutku zahteva od Kupca da isporuči Proizvode kompaniji Ingram, a ukoliko Kupac to ne uradi bez odlaganja, kompanija Ingram ima pravo da uđe u prostorije Kupca ili bilo koje treće strane gde se Proizvodi skladište i da preuzme posed nad Proizvodima.

documentation). The Parties expressly agree that the product risk (including in case of destruction, loss or disappearance due to fortuitous or force majeure events, the risk of damage and risk of loss of the Products) shall pass to Purchaser at the time of delivery in accordance with Article 4 below to Purchaser or Purchaser's agent; or collection of the Products by Purchaser or Purchaser's nominated carrier or agent, or if Purchaser fails to take delivery of Products from the Pickup Location or to receive the Products from the Place of Delivery, at the time when Purchaser was supposed to take them over from Ingram.

3.3. Notwithstanding delivery and the passing of risk of the Products or any other provisions of these Terms, unless the Parties agree otherwise, the title to the Products shall not pass to Purchaser until Ingram has received payment in full of the Products. Until such time as title to the Products passes to Purchaser, Purchaser shall: a) hold the Products as Ingram's bailee; and b) keep the Products separate to those of Purchaser and third parties; and c) keep the Products properly stored protected and insured, and identified as Ingram's property; and d) accept that Products may be labelled as being Ingram's property until Ingram is paid in full. Until such time as the title in the Products passes to Purchaser (and provided the Products are still in existence and have not been resold) Ingram shall be entitled at any time to require Purchaser to deliver up the Products to Ingram and if Purchaser fails to do so forthwith, to enter upon any premises of Purchaser or of any third party where the Products are stored and repossess the Products.

<p><b>4. ISPORUKA PROIZVODA, PRIMOPREDAJA I PRIJEM</b></p>	<p><b>4 PRODUCT DELIVERY, HANDING OVER AND RECEIPT</b></p>
<p><b>4.1. Primopredaja; isporuka</b></p>	<p><b>4.1. Handing over; delivery</b></p>
<p>4.1.1. Kupac preuzima Proizvode sa Mesta preuzimanja ili mu se isti isporučuju i predaju na Mestu isporuke, u skladu sa uslovima ugovorenim između Strana u relevantnoj Porudžbenici.</p>	<p>4.1.1. The Products shall be taken over by Purchaser from the Pickup Location or shall be delivered and handed over to Purchaser at the Place of Delivery, in accordance with the terms and conditions agreed between the Parties in the relevant Purchase Order.</p>
<p>4.1.2. Osim ako je drugačije ugovoreno u Porudžbenici, Kupac se obavezuje: (i) da će preuzeti Proizvode sa Mesta preuzimanja sopstvenim prevoznim sredstvom ili ugovaranjem usluga prevoza trećih strana, snoseći njihove troškove; (ii) da će snositi sve troškove povezane sa prevozom, utovarom i istovarom Proizvoda; i (iii) da će snositi sve troškove povezane sa osiguranjem isporučenih Proizvoda (uključujući tokom prevoza), ako je primenljivo.</p>	<p>4.1.2. Unless otherwise agreed in the Purchase Order, Purchaser undertakes: (i) to take over the Products from the Pickup Location, by its own means of transportation or by contracting the transportation services of third parties, bearing their costs; (ii) to bear all costs related to the transportation, loading and unloading of the Products; and (iii) to bear the costs necessary to insure the Products supplied (including during transportation), if applicable.</p>
<p>4.1.3. Ako su Strane odredile da kompanija Ingram treba da isporuči Proizvode na Mesto isporuke, Kupac se obavezuje da će: (i) preuzeti Proizvode sa Mesta isporuke; (ii) snositi sve troškove povezane sa prevozom do Mesta isporuke, utovarom i istovarom Proizvoda na Mestu isporuke, osim ako je drugačije predviđeno u Porudžbenici; i (iii) da će snositi troškove potrebne za osiguranje isporučenih Proizvoda (uključujući tokom prevoza), ako je primenljivo.</p>	<p>4.1.3. If the Parties have determined that the Products are to be delivered by Ingram to the Place of Delivery, Purchaser undertakes: (i) to take over the Products from the Place of Delivery; (ii) to bear all costs related to the transportation to the Place of Delivery, the loading and unloading of the Products at the Place of Delivery, unless otherwise stipulated in the Purchase Order; and (iii) to bear the costs necessary to insure the Products supplied (including during transportation), if applicable.</p>
<p><b>4.2. Prijem</b></p>	<p><b>4.2. Receipt</b></p>
<p>4.2.1. Kupac je dužan da preuzme/primi Proizvode u skladu sa uslovima koje Strane ugovore prema Porudžbenici i ovim Uslovima, i to na: (i) Mestu preuzimanja; ili (ii) Mestu isporuke. Ukoliko Kupac ne ispuni svoju obavezu da preuzme/primi Proizvode i/ili plati Kupovnu cenu i/ili potpiše dokumenta o prijemu/preuzimanju, u vezi sa bilo kojom isporukom Proizvoda, kompanija Ingram ima pravo, nakon dostavljanja pisanog obaveštenja u roku od 2 (dva) kalendarska dana od datuma na koji je trebalo ispuniti obavezu preuzimanja Proizvoda/potpisivanja dokumentacije, da uskladišti Proizvode u skladištu, prema uputstvima, o isključivom trošku i na isključivi rizik Kupca ili da proda takve Proizvode. U slučaju prodaje Proizvoda, Kupac snosi svaku negativnu razliku u prodajnoj ceni dobijenoj od</p>	<p>4.2.1. Purchaser is obliged to take over / receive the Products under the terms and conditions agreed upon by the Parties according to the Purchase Order and these Terms, at: (i) the Pickup Location; or (ii) the Place of Delivery. If Purchaser fails to fulfill its obligation to take over / receive the Products and/or pay the Purchase Price and/or sign the acceptance / takeover documents, related to any delivery of Products, Ingram has the right, upon providing a written notice within reasonable time from the date on which the obligation to take over the Products / sign the documentation had to be fulfilled, to store the Products in a warehouse, at the instruction, at the exclusive expense and at the exclusive risk of Purchaser or to sell such Products. In case of selling the Products, Purchaser shall bear any negative difference</p>

	trećih strana u poređenju sa Kupovnom cenom ugovorenom između Strana prema ovim Uslovima, kao i sve troškove koje kompanija Ingram pretrpi u vezi sa prodajom Proizvoda trećim stranama, kao i odštete.		in the sale price obtained from third parties compared to the Purchase Price agreed between the Parties under these Terms, as well as all costs incurred by Ingram in connection with the sale of the Products to third parties, and damages.
4.2.2.	Kupac obezbeđuje skladištenje i očuvanje Proizvoda (uključujući u slučaju navedenom u članu 4.2.1) sa pažnjom dobrog vlasnika, noseći sve troškove i rizike povezane sa takvim operacijama.	4.2.2.	Purchaser shall ensure the storage and preservation of the Products (including in the case mentioned in Article 4.2.1) with the diligence of a good owner, bearing all the costs and risks related to such operations.
4.2.3.	Preuzimanje Proizvoda će se obaviti tako što će kompanija Ingram obezbediti Proizvode na Mestu preuzimanja i potpisivanjem potvrde o prijemu od strane ovlašćenih predstavnika Strana.	4.2.3.	The takeover of the Products shall be carried out by the provision by Ingram of the Products at the Pickup Location and by the execution by the authorized representatives of the Parties of the acceptance certificate.
4.2.4.	Kompanija Ingram vrši isporuku Proizvoda isporukom Proizvoda na Mesto isporuke i potpisivanjem beleški o isporuci-prijemu od strane ovlašćenih predstavnika Strana. Delimična isporuka Proizvoda je dozvoljena osim ako obe strane ne ugovore drugačije.	4.2.5.	The delivery of the Products shall be made by Ingram by delivering the Products at the Place of Delivery and by signing the delivery-receipt notes by the authorized representatives of the Parties. Partial delivery of Products is allowed unless otherwise mutually agreed by both parties.
<b>4.3.</b>	<b>Kvantitativna odstupanja</b>	<b>4.3.</b>	<b>Quantitative discrepancies</b>
4.3.1.	Kupac će izvršiti kvantitativni pregled Proizvoda po prijemu istih, na Mestu preuzimanja, odnosno, u zavisnosti od slučaja, na Mestu isporuke. Svako nepoštovanje/nepravilnost se mora prijaviti i evidentirati u beleškama o isporuci-prijemu i/ili u dokumentima o isporuci koji se odnose na Porudžbenicu koja se zaključuje po isporuci-prijemu.	4.3.1.	Purchaser shall conduct the quantitative inspection of the Products upon receipt thereof, at the Pickup Location or, as the case, at the Place of Delivery. Any non-compliance/ irregularity must be reported upon receipt and recorded within the delivery-receipt notes and/or within the delivery documents relating to the Purchase Order which are concluded upon delivery-receipt.
4.3.2.	Nakon identifikacije, u roku navedenom u odeljku 4.3.1 u gornjem tekstu, bilo kojih kvantitativnih odstupanja između Proizvoda koji su stvarno dostavljeni Kupcu i količina koje su Strane ugovorile prema Porudžbenici, Kupac pisanim putem može zahtevati od kompanije Ingram, nakon takve identifikacije, kao jedini pravni lek: (i) da ispravi isporuku, što znači da će Kupac isporučiti nedostajuće Proizvode na datum koji Strane zajednički ugovore ili (ii) ako se nedostajuća količina Proizvoda ne može ispraviti, bez obzira na razloge za to, da uplati Kupovnu cenu povezanu sa tom isporukom sa vrednošću nedostajuće količine Proizvoda (koja se smatra avansom za sledeću Porudžbenicu), u skladu sa odredbama ovog dokumenta. Radi izbegavanja svake sumnje, nedostatak Proizvoda neće, u nedostatku navedenih formalnosti, dati pravo Kupcu da odbije plaćanja neisporučenih Proizvoda.	4.3.2.	Upon the identification, within the period of time mentioned under section 4.3.1 above, of any quantitative discrepancies between the Products actually delivered to Purchaser and the quantities agreed upon by the Parties under the Purchase Order, Purchaser may request in writing from Ingram, upon such identification, as sole remedy: (i) to remedy the delivery, meaning that the missing Products shall be delivered by Purchaser on a date mutually agreed by the Parties, or (ii) if the missing Product quantity cannot be remedied, regardless of the reasons thereof, to credit the Purchase Price related to this delivery with the value of the missing Product quantity (being considered as advance of the next Purchase Order), as per the provisions of this hereunder. For the avoidance of any doubts, any lack of Products shall not, in the absence of the aforesaid formalities, entitle Purchaser to refuse payment of the undelivered Products.
4.3.3.	Strane su saglasne da ukoliko Kupac ne obavesti kompaniju Ingram o kvantitativnim neslaganjima (evidentiranjem takvih neslaganja u beleškama o isporuci-prijemu) koja su posledica inspekcije izvršene nakon isporuke i prijema Proizvoda u skladu sa odredbom u gornjem tekstu, smatra se da je kompanija Ingram izvršila isporuku i prijem u skladu sa zahtevima nakon potpisivanja zapisnika isporuci-prijemu. Utvrđivanje bilo kakvih kvantitativnih odstupanja neće sprečiti da se isporuka preostalih Proizvoda smatra izvršenom u skladu sa zahtevima, sa svim povezanim posledicama ( <i>npr.</i> prenos rizika na Kupca).	4.3.3.	The Parties agree that if Purchaser does not notify Ingram of any quantitative discrepancies (by recording such discrepancies in the delivery-receipt notes) as a result of the inspection conducted upon the delivery and receipt of the Products in accordance with the provision mentioned above, the Product delivery and receipt shall be deemed to have compliantly been made by Ingram upon the execution of the delivery-receipt minutes. The identification of any quantitative discrepancies shall not prevent the delivery of the remaining Products, from being deemed to be compliantly made, with all related consequences ( <i>e.g.</i> transfer of risks to Purchaser).
<b>4.4.</b>	<b>Očigledni nedostaci i skriveni nedostaci Proizvoda</b>	<b>4.4.</b>	<b>Apparent defects and latent defects of the Products</b>
4.4.1	<i>Očigledni nedostaci</i>	4.4.1.	<i>Apparent defects</i>
4.4.1.1.	Kupac će, pri svakoj isporuci i prijemu Proizvoda, u skladu sa odeljcima 4.1 i 4.2 u nastavku, proveriti Proizvode, proveravajući: (i) da li su Proizvodi usklađeni sa karakteristikama navedenim u pratećim dokumentima Proizvoda ( <i>npr.</i> dokumentacija Proizvođača i Prodavca) i (ii) da li Proizvodi imaju druge očigledne nedostatke (svaki nedostatak Proizvoda koji Kupac može otkriti jednostavnim posmatranjem ili eksternom inspekcijom Proizvoda u vreme prijema).	4.4.1.1.	Purchaser shall, at each delivery and receipt of the Products, in accordance with Sections 4.1 and 4.2 above, check the Products, verifying: (i) whether the Products comply with the characteristics mentioned in the documents accompanying the Products ( <i>e.g.</i> manufacturer's and Vendor's documentation) and (ii) if the Products have other apparent defects (any defect of the Product that can be discovered by Purchaser by simple observation or external inspection of the Product at the time of receipt).
4.4.1.2.	Očigledni nedostaci Proizvoda u skladu sa članom 4.4.1.1 se moraju prijaviti kompaniji Ingram na datum isporuke-prijema Proizvoda, pri	4.4.1.2.	The apparent defects of the Products according to Article 4.4.1.1 must be reported to Ingram on the date of delivery-receipt of the Products,

	<p>Purchaser expressly mentioning them within the delivery-receipt notes of the Products. If the observation is substantiated, Purchaser shall have the right to request and Ingram shall provide at its option, as the only remedy, any of: (i) the removal of the apparent defects, by Ingram or Vendor, or (ii) the replacement of the Products supplied with defects with other Products without apparent defects, or (iii) the crediting of the returned Product at the original Purchase Price. In order to be entitled to any of such remedies, Purchaser must record the relevant mentions within the delivery-receipt notes, on the date of receipt, regarding such apparent defects of the Products and they must be substantiated.</p>
<p>4.4.1.3. Kupac izjavljuje da ima dovoljno iskustva, tehničkog kapaciteta i tehničkog osoblja za izvođenje inspekcije očiglednih nedostataka u skladu sa članom 4.4.1.1. Kupac je saglasan da, ukoliko Kupac ne obavesti kompaniju Ingram o bilo kakvim očiglednim nedostacima u skladu sa odredbama navedenim u gornjem tekstu i ako je to dozvoljeno zakonom, smatraće se da su Proizvodi usklađeni sa Porudžbenicom, da nemaju očigledne nedostatke i da ih Kupac neopozivo prihvata.</p>	<p>4.4.1.3. Purchaser declares that it has sufficient experience, technical capacity and technical staff necessary to execute the apparent defects inspection according to Article 4.4.1.1. The Purchaser agrees that if Purchaser does not notify Ingram of any apparent defects in accordance with the provisions mentioned above and to the extent permitted by law, the Products will be deemed to be conforming to the Purchase Order, free from apparent defects and irrevocably accepted by Purchaser.</p>
<p>4.4.1.1.</p>	<p>4.4.2.</p>
<p>4.4.2. <i>Skriveni nedostaci i nedostatak ugovorenog kvaliteta</i></p>	<p>4.4.2. <i>Latent defects and lack of agreed qualities</i></p>
<p>4.4.2.1. Ako je to dozvoljeno primenljivim zakonima, Strane su saglasne da kompanija Ingram ne garantuje Kupcu za skrivene nedostatke/nedostatak kvaliteta koji su Strane ugovorile u vezi sa Proizvodima, osim ako Kupac ne dokaže da je kompanija Ingram znala ili trebalo da zna za postojanje skrivenih nedostataka/nedostatak kvaliteta ugovoren između Strana pri potpisivanju ovih Uslova i da takvi skriveni nedostaci u potpunosti i zbirno ispunjavaju obavezne zakone o angažovanju odgovornosti kompanije Ingram za skrivene nedostatke/nedostatak kvaliteta Proizvoda koji su Strane izričito ugovorile (u tom slučaju, Kupac takođe mora dokazati da su se Strane pisanim putem dogovorile o kvalitetima Proizvoda (koji navodnu nedostaju)).</p>	<p>4.4.2.1. To the extent permitted by the applicable laws, the Parties agree that Ingram does not guarantee Purchaser against latent defects / lack of qualities agreed by the Parties regarding the Products, unless Purchaser proves that Ingram was aware or should have been aware of the existence of latent defects / lack of qualities agreed by the Parties on the signing of these Terms <u>and</u> such latent defects fully and cumulatively meet the requirements prescribed by mandatory laws to engage the liability of Ingram for latent defects / lack of Product qualities expressly agreed by the Parties (in this case, Purchaser must also prove that the Parties have agreed in writing upon the qualities of the Products (allegedly lacking)).</p>
<p>4.4.2.2. Ne dovodeći u pitanje odredbe člana 4.4.2.1 i ako je to dozvoljeno primenljivim zakonom, kako bi kompanija Ingram garantovala Kupcu da nema skrivenih nedostataka/nedostataka u pogledu kvaliteta koji su ugovorile strane, skriveni nedostaci/nedostatak ugovorenih kvaliteta se mora javiti (nastati) u roku od 30 (trideset) dana od isporuke-prijema (osim ako je kraći rok predviđen u dokumentaciji Prodavca) i Kupac mora obavestiti kompaniju Ingram pisanim putem, zajedno sa dokazom o tom nedostatku, u roku od 2 (dva) radna dana od dana kada ih Kupac otkrije. U suprotnom, Kupac će biti lišen pravo da potražuje bilo koji od pravnih lekova za nepoštovanje garancije za skrivene nedostatke/nedostatak kvaliteta (uključujući one predviđene u članu 4.4.2.3).</p>	<p>4.4.2.2. Without prejudice to the provisions of Article 4.4.2.1 and to the extent permitted by the applicable law, in order for Ingram to guarantee Purchaser against latent defects / lack of qualities agreed by the Parties, the latent defects / lack of agreed qualities must appear (occur) within maximum 30 (thirty) days from delivery-receipt (unless a shorter period is provided in the Vendor's documentation) <u>and</u> Purchaser must notify Ingram in writing, together with the evidence to this defect, within maximum 2 (two) business days from the date of their discovery by Purchaser. Otherwise, Purchaser shall be deprived of the right to claim any of the remedies for non-compliance with the guarantee for latent defects / lack of qualities (including those provided in Article 4.4.2.3).</p>
<p>4.4.2.3. U skladu sa odredbama odeljka 5.1 u nastavku, ako su skriveni nedostaci/nedostatak ugovorenih kvaliteta Proizvoda utvrđeni i navedeni/prijavljeni od strane Kupca kompaniji Ingram u rokovima i u skladu sa odredbama navedenim u pododjeljcima 4.4.2.1 i 4.4.2.2 u gornjem tekstu, Kupac će imati pravo i kompanija Ingram će obezbediti, po svom nahođenju i kao jedini pravni lek, (i) popravku Proizvoda ili (ii) u slučaju da se Proizvodi ne mogu popraviti iz bilo kog razloga, da zameni Proizvode drugim sličnim Proizvodima, koji će se isporučiti na drugi datum koji Strane zajednički ugovore, ili (iii) ako nije moguće zameniti Proizvode iz bilo kog razloga, da zatraži plaćanje vraćenog Proizvoda po prvobitnoj Kupovnoj ceni Proizvoda. Na osnovu analize dokaza koju je dostavio Kupac, kompanija Ingram će ukazati na način na koji je pravni lek iskorišćen, među onima navedenim u članu 4.4.2.3.</p>	<p>4.4.2.3. Subject to the provisions of sections 5.1 below, if the latent defects / lack of agreed qualities of the Products have been identified and mentioned / notified by Purchaser to Ingram within the deadlines and according to the provisions mentioned within sub-sections 4.4.2.1 and 4.4.2.2 above, Purchaser shall be entitled and Ingram shall provide at its option, as a sole remedy, to any of: (i) the repair the Products, or, (ii) in the event that the Products cannot be repaired for any reason, to replace the Products with other similar Products, which shall be delivered at another date mutually agreed by the Parties, or, (iii) if it is not possible to replace the Products for any reason, request the crediting of the returned Product at the the original Purchase Price of the Products. Based on the analysis of the evidence submitted by Purchaser, Ingram shall indicate the manner in which the remedy is performed, among those mentioned within Article 4.4.2.3.</p>
<p>4.4.2.4. Kompanija Ingram neće biti odgovorna za bilo koju štetu ili nedostatke Proizvoda koji su izazvani nepravilnim skladištenjem ili prevozom, odnosno zanemarivanjem, zloupotrebom ili nepravilnom</p>	<p>4.4.2.4. Ingram will not be liable for any damage or defects in the Products that have been caused by the improper storage, warehousing or transport,</p>



<p>upotrebom, instalacijom, održavanjem ili neovlašćenom popravkom i modifikacijom.</p> <p>4.4.2.5. Svaki zahtev za povraćaj Proizvoda od strane Kupca biće obrađen u skladu sa uputstvom za vraćanje kompanije Ingram i Kupac neće poslati iste Proizvode kompaniji Ingram osim ako uz njih nije priložen RMA broj koji je prethodno dostavilo odeljenje za korisničku podršku kompanije Ingram i kopija relevantne fakture i šalju se u originalnom pakovanju.</p>	<p>or by any neglect, abuse or improper use, installation, maintenance or unauthorized repair and modification.</p> <p>4.4.2.5. Each claim for the return of Products by Purchaser will be dealt with in accordance with Ingram's returns instruction and Purchaser shall not send the same Products to Ingram unless they are accompanied by an RMA number previously advised by Ingram's customer services department and by a copy of the relevant sales invoice and are sent in their original packaging.</p>
<p><b>5 GARANTNI ROK</b></p>	<p><b>5 WARRANTY PERIOD</b></p>
<p>5.1. Kompanija Ingram ne proizvodi Proizvode (odnosno, ako Proizvodi obuhvataju softver, kompanija ne objavljuje niti licencira softver) i u skladu sa uslovima predviđenim u ovim Uslovima, kompanija Ingram prodaje Proizvode isključivo uz pogodnosti garancije Prodavca. Prodavci nude prelazne („pass-through“) garancije Kupcu ili direktno krajnjem korisniku Kupca od strane Prodavca, u skladu sa odredbama, uslovima i dokumentima koje je izdao proizvođač, kako sledi:</p>	<p>5.1. Ingram does not manufacture the Products (or where the Products comprise computer software, it does not publish or license the software) and subject to the conditions set out in these Terms Ingram only sells the Products with the benefit of the Vendor's warranty. Warranties are offered from the Vendors on a pass-through basis to the Purchaser or directly by the Vendor to the Purchaser's end user, within the terms, conditions and in accordance with the documents issued by the the manufacturer, as follows:</p>
<p>5.1.1. Ne dovodeći u pitanje odredbe člana 4.4.2, Strane su izričito saglasne da kompanija Ingram neće dugovati Kupcu garanciju za skrivene nedostatke i nedostatke kvaliteta Proizvoda ako (i) se uzroci skrivenih nedostataka ili nedostataka u pogledu kvaliteta Proizvoda jave /nastupe nakon isporuke-prijema od strane Kupca; ili (ii) ako se uzroci skrivenih nedostataka ili nedostataka u pogledu kvaliteta Proizvoda jave/nastupe nakon isporuke-prijema od strane Kupca; ili (iii) ako su skriveni nedostaci ili mane u pogledu kvaliteta koji su Strane ugovorile posledica nepravilne manipulacije, skladištenja i/ili očuvanja isporučenih Proizvoda, odnosno posledica toga što je Kupac postupao suprotno uobičajenom načinu manipulacije, skladištenja i/ili očuvanja i/ili korišćenja (uključujući režim upotrebe koji naznači Prodavac); ili ako su (iv) skriveni nedostaci ili nedostaci u pogledu kvaliteta posledica događaja, mera ili činjenica kao što su slučajni događaji, viša sila; ili (v) su skriveni nedostaci ili nedostaci u pogledu kvaliteta posledica činjenice da Kupac ili bilo koja treća strana obavljaju neke aktivnosti degradacije/modifikacije karakteristika/osobina Proizvoda, intervencije na Proizvodima, bez izričite pisane saglasnosti kompanije Ingram/suprotno uputstvima Prodavca.</p>	<p>5.1.1. Without prejudice to the provisions of Article 4.4.2, the Parties expressly agree that Ingram shall not owe to Purchaser a warranty against latent defects and quality deficiencies of the Products if: (i) the causes of the latent defects or qualitative deficiencies of the Products appear / are subsequent to their delivery-receipt / reception by Purchaser ; or (ii)the causes of the latent defects or qualitative deficiencies of the Products appear / are subsequent to their delivery-receipt / reception by Purchaser ; or (iii) the latent defects or deficiencies in the quality agreed by the Parties result from the improper handling, storage and/or preservation of the delivered Products, or from the fact that Purchaser acted contrary to the usual handling, storage and/or preservation and/or use (including the mode of use indicated by the Vendor); or (iv) the latent defects or quality deficiencies are due to events, actions or facts such as fortuitous events, force majeure; or (v) the latent defects or quality deficiencies are due to the fact that Purchaser or any third party performs some actions of degradation / modification of the characteristics / qualities of the Products, intervention on the Products, without the express written consent of Ingram / contrary to the Vendor's instructions.</p>
<p>5.1.2. Garantni rok za Proizvode je onaj koji Prodavac odobri za svaki pojedinačni Proizvod. Softverski proizvodi imaju garanciju u skladu sa relevantnim ugovorima o licenci koji regulišu njihovo korišćenje.</p>	<p>5.1.2. The warranty period regarding the Products is the one granted by the Vendor of each individual Product. Software Products are warranted in accordance with the relevant licence agreements governing their use.</p>
<p>5.1.3. Kupac će ići isključivo protiv Prodavca Proizvoda za slučajeve povezane sa garancijom u skladu sa članom 5, koji će snositi sve troškove zamene, popravke ili vraćanja takvih Proizvoda (uključujući refundiranje Kupovne cene). Obrada ovih neispravnih proizvoda biće obavljena u skladu sa postupkom Prodavca i procesom i uputstvima vraćanja kompanije Ingram. Kompanija Ingram nema obavezu i neće imati obavezu da prihvati povraćaj i/ili odobri uplatu za Proizvod koji nije u skladu sa procedurama Prodavca.</p>	<p>5.1.3. Purchaser shall go exclusively against the Vendor of the Products for cases relating to the warranty in accordance to Article 5, which shall bear all costs of replacement, repair or return of such Products (including the refund of the Purchase Price). Processing of these defective Products shall be made according to the Vendor's procedure and Ingram's returns process and instructions. Ingram cannot and shall have no obligation to accept a return of and/or grant a credit for Product not compliant with the Vendor's procedures</p>
<p>5.1.4. Radi izbegavanja svake sumnje, Kupac je izričito saglasan da kompanija Ingram ne garantuje da su Proizvodi koje je Kupac kupio u skladu sa svrhom kojoj ovaj drugi želi. Kompanija Ingram ne garantuje da će objekti za popravku ili delovi biti dostupni u pogledu bilo kog Proizvoda.</p>	<p>5.1.4. For the avoidance of doubt, the Purchaser expressly agrees that Ingram does not warrant that the purchased Products by Purchaser are consistent with the purpose pursued by the latter. Ingram does not warrant that repair facilities or parts will be available in respect of any of the Products.</p>

5.1.5.	Kompanija Ingram neće snositi nikakvu odgovornost prema navedenoj garanciji ako ukupna cena Proizvoda nije isplaćena kompaniji Ingram.	5.1.5.	Ingram shall be under no liability under the above warranty if the total price of the Products has not been paid to Ingram.
5.1.6.	Sve garancije, uslovi ili druge odredbe implicirane zakonima ili na drugi način u vezi sa prodajom ili snabdevanjem robe, proizvoda ili usluga (osim, u slučaju robe, u pogledu prava vlasništva) se isključuju/smanjuju u najvećoj meri dozvoljenoj zakonom.	5.1.6.	All warranties, conditions or other terms implied by common law or statute, or otherwise in connection with the sale or supply of goods or goods or services (save, in the case of goods, as to title) are excluded/reduced to the fullest extent permitted by law.
5.1.7.	Proizvodi podležu pravima intelektualne svojine Prodavaca kompanije Ingram (tj. proizvođačima Proizvoda ili izdavačima određenog Proizvoda). Kupac nije ovlašćen da menja, pokriva ili uklanja reference na takva prava intelektualne svojine na Proizvodima i dužan je da poštuje i pridržava se svih smernica i ograničenja Prodavaca kompanije Ingram ako je Kupcu odobreno pravo da koristi takva prava u marketingu i preprodaji Proizvoda. Kupcu nije dozvoljeno da u bilo koju svrhu koristi logotipe i zaštitne znake kompanije Ingram bez prethodnog pisanog odobrenja kompanije Ingram. Kupac neće registrovati niti koristiti bilo koje zaštitne znake, naziv domena, stil trgovanja ili komercijalnu oznaku ili dizajn koji koristi kompanija Ingram ili njeni Prodavci u vezi sa Proizvodima.	5.1.7.	The Products are subject to the intellectual property rights of Ingram's Vendors (i.e. the Product manufacturers or publishers of a particular Product). Purchaser is not authorised to alter, cover, or remove any reference to such intellectual property rights on the Products, and shall respect and adhere to any guidelines and restrictions provided by Ingram's Vendors if Purchaser is granted a right to use such rights in the marketing and resale of Products. Purchaser is not allowed for any purpose whatsoever to use Ingram's logos and trademarks without Ingram's prior written approval. Purchaser shall not register or use any trademarks, trade name, domain name, trading style or commercial designation or design used by Ingram or its Vendors in connection with the Products.
5.1.8.	Kompanija Ingram neće imati dužnost da brani, obešteti ili oslobodi odgovornosti Kupca od i protiv svih šteta i troškova koje Kupac pretrpi, a koji su posledica kršenja patenata ili zaštitnih znakova ili kršenja autorskih prava po Proizvodima. Kompanija Ingram neće snositi odgovornost prema Kupcu ili bilo kojoj trećoj strani u vezi sa tim.	5.1.8.	Ingram shall have not duty to defend, indemnify, or hold harmless Purchaser from and against any or all damages and cost incurred by Purchaser arising from the infringement of patents or trademarks or the violation of copyrights by Products. Ingram shall bear not liability to Purchaser, or any third party related thereto.
5.1.9.	Kupac se neće upuštati u obmanjujuće, nezakonite ili neetičke prakse koje mogu biti štetne po kompaniju Ingram ili Prodavce Proizvoda, niti će Kupac davati bilo kakve izjave ili garancije svojim korisnicima u vezi sa Proizvodima, izvan obima garancija koje nude Prodavci, bez prethodne izričite pisane saglasnosti kompanije Ingram. Kupac će svojim korisnicima proslediti sve informacije o Proizvodima uključujući sva ograničenja koja se primenjuju na Proizvode i sve uslove i odredbe u vezi sa licenciranjem softvera koji je uključen u Proizvode.	5.1.9.	Purchaser shall not engage in deceptive, misleading, illegal, or unethical practices that may be detrimental to Ingram or the Vendors of the Products, nor shall Purchaser make any representations or warranties to its customers concerning the Products, outside the scope of the warranties offered by the Vendors, without Ingram's prior express written authorization. Purchaser shall pass on to its customers all Product information including any restrictions applying to the Products and any terms and conditions pertaining to the licensing of software included in the Products.
<b>6.</b>	<b>OBAVEZE STRANA</b>	<b>6</b>	<b>OBLIGATIONS OF THE PARTIES</b>
6.1.	Kompanija Ingram se obavezuje:	6.1.	Ingram undertakes:
(i)	da će isporučiti Proizvode na Mestu preuzimanja/Mestu isporuke u skladu sa uslovima ugovorenim u Porudžbenici ili ovim Uslovima;	(i)	to supply the Products at the Pickup Location / Place of Delivery, according to the terms agreed in the Purchase Order or in these Terms;
(ii)	da će blagovremeno obavestiti Kupca, bilo kojim sredstvima komunikacije, uključujući verbalnu, o kašnjenjima i novim uslovima isporuke za Proizvode.	(ii)	to notify Purchaser , in due time by any means of communication, including verbal, of delays and new delivery terms for the Products.
6.2.	Kupac se obavezuje:	6.2.	Purchase undertakes:
(i)	da će u potpunosti i blagovremeno isplatiti Kupovnu cenu Proizvoda kompaniji Ingram, u skladu sa odredbama ugovorenim u ovim Uslovima i u Porudžbenici;	(i)	to pay to Ingram in full and on time the Purchase Price of the Products, according to the terms agreed within these Terms and within the Purchase Order;
(ii)	da će primiti Proizvode dostavljene na Mesto preuzimanja/Mesto isporuke od strane kompaniji Ingram i na datume utvrđene u Porudžbenici, kao i da će potpisati beleške o isporuci-prijemu Proizvoda;	(ii)	to receive the Products delivered to the Pickup Location / Place of Delivery by Ingram and at the dates established according to the Purchase Order and to sign the Products delivery-receipt notes ;
(iii)	da će distribuirati i/ili koristiti softverske Proizvode kupljene od kompanije Ingram, u skladu sa uslovima licence koji se obezbeđuju uz takve Proizvode;	(iii)	to distribute and/or use the software Products purchased from Ingram, in accordance with the license terms provided with such Products;
(iv)	da će poštovati sve druge obaveze izričito predviđene u Uslovima.	(iv)	to comply with all other obligations expressly laid down in the Terms including vendor terms and conditions in agreements executed directly between the Purchaser and the Vendor, if any.
6.3.	Kupac izjavljuje i garantuje da je preduzeo sve neophodne mere/korporativne mere i/ili pribavio potrebna ovlašćenja ili odobrenja za zaključivanje i ispunjavanje obaveza koje proističu iz ovih Uslova i da pisani ili usmeni Uslovi, obećanja ili obaveze	6.3.	Purchaser represents and warrants that it has taken all necessary actions / corporate actions and/or obtained the necessary authorizations or approvals to conclude and fulfil the obligations arising from these Terms and that no written or verbal Terms, promise

	zaključeni sa trećom stranom ili ustupljeni trećoj strani pre zaključivanja ovih Uslova ne sprečavaju zaključivanje i izvođenje ovih Uslova.		or obligation concluded with or assumed to a third party prior to the conclusion of these Terms precludes the conclusion and performance of these Terms.
6.4.	Kupac izjavljuje i garantuje da nije u stažnju platežne nesposobnosti ili bankrota i da nema postupaka povezanih sa takvim situacijama koje bi uticale na njega ili ispunjenje njegovih obaveza u skladu sa ovim Uslovima.	6.4.	Purchaser represents and warrants that it is not in a state of insolvency or bankruptcy and that there are no proceedings associated with such situations that would affect it or that would affect the fulfilment of its obligations under these Terms.
6.5.	Kupac izjavljuje i garantuje da će osigurati usaglašavanje sa svim primenljivim zakonima i standardima poslovne etike, poštenim poslovnim praksama i da će osigurati da njegovi zakonski zastupnici, zaposleni, saradnici ne postupaju i da će se uzdržati od postupanja na način koji bi mogao narušiti ili uticati na ugled ili interese kompanije Ingram.	6.5.	Purchaser represents and warrants that it shall ensure compliance with all applicable laws and standards of business ethics, honest business practices and shall ensure that its legal representatives, employees, collaborators shall not act and shall refrain from acting in any way which could harm or affect the reputation or interests of Ingram.
6.6.	Kupac neće ustupiti/novirati/preneti na bilo koji način, u celosti ili delimično, svoja prava I/ili obaveze predviđene ovim Uslovima i bilo kojom primenljivom Porudžbenicom, bez prethodne pisane saglasnosti kompanije Ingram (uključujući povezanim licima Kupca).	6.6.	Purchase shall not assign / novate / transfer in any way, in whole or in part, its rights and/or obligations provided by these Terms and any applicable Purchase Order, without the prior written consent of Ingram (including to the Purchaser's affiliates).
<b>7.</b>	<b>OGRANIČENJE ODGOVORNOSTI</b>	<b>7.</b>	<b>LIMITATION OF LIABILITY</b>
7.1.	Kupac je saglasan da ukoliko, iz objektivnih razloga (npr. Prodavac ne ispuni, u celosti ili delimično, porudžbinu kompanije Ingram/Kupca u vezi sa Proizvodima u Porudžbenici (npr. porudžbina u sistemu porudžbina proizvođača/Prodavca, embargo itd.), kompanija Ingram nije u mogućnosti da isporuči sve Proizvode ili deo Proizvoda povezan sa takvom Porudžbenicom, kompanija Ingram će poslati pisano obaveštenje Kupcu, obavestavajući ga o razlogu zašto nije u mogućnosti da u potpunosti ili delimično isporuči Proizvode, nakon čega će Strane u dobroj veri pregovarati o tome da li Porudžbenica (a) ostaje važeće podneta, ali je isporuka obustavljena dok kompanija Ingram ne bude imala odgovarajuće zalihe Proizvoda koje treba dostaviti Kupcu; (b) da li se Porudžbenica može delimično ispuniti; (c) da li se Porudžbenica može otkazati (pri čemu se kompanija Ingram neće smatrati odgovornom, uključujući plaćanje odštete/kazni/obeštećenja bilo koje vrste, a Kupac se obavezuje da neće raskinuti Porudžbenicu.	7.1.	The Purchaser agrees that if, due to objective reasons (e.g. the Vendor fails to fulfil, in whole or in part, the order placed by Ingram / Purchaser regarding the Products in a Purchase Order (e.g. the order in the order system of the manufacturer / Vendor), embargo, etc.), Ingram is unable to deliver all or part of the Products related to such Purchase Order, Ingram shall send a written notice to Purchaser, informing it of the reason for not being able to fully or partially deliver the Products, following that the Parties negotiate in this respect in good faith if the Purchase Order: (a) remains validly placed, but the delivery is suspended until Ingram has the necessary stock of Products to be delivered to Purchaser; (b) may be partly fulfilled; (c) may be cancelled (Ingram shall not be held liable, including to pay damages / penalties / indemnification of any kind, and Purchaser undertakes that it shall not terminate the Purchase Order).
7.2.	U svakom slučaju, bez obzira na pravni lek Kupca, Kupac neće imati pravo na bilo kakve odštete, obeštećenje ili kazne od kompanije Ingram u bilo kojoj od situacija opisanih u odeljku 8.1 u gornjem tekstu.	7.2.	In any of the cases and regardless of Purchaser's remedy, Purchaser shall not be entitled to any damages or any indemnification or penalties from Ingram in any of the situations described within section 8.1 above.
7.3.	Kompanija Ingram neće biti odgovorna za bilo kakvu štetu, gubitak ili povredu koju pretrpi Kupac i/ili treće strane, uključujući one koji su posledica prevoza, manipulacije, skladištenja, postavljanja ili korišćenja Proizvoda, nakon datuma njihove isporuke Kupcu.	7.3.	Ingram shall not be liable for any damage, prejudice or injury suffered by Purchaser and/or third parties, including those as a result of the transportation, handling, storage, installation or use of the Products, after the date of their delivery to Purchaser.
7.4.	Radi izbegavanja svake sumnje, ali ne dovodeći u pitanje druge odredbe ovih Uslova, kompanija Ingram snosi isključivu odgovornost za štetu uzrokovanu Proizvodima/neizvođenjem Uslova kao rezultat svog isključivog grubog nemara. U svakom slučaju, odgovornost kompanije Ingram u pogledu Porudžbenice će biti ograničena na stvarnu materijalnu štetu koju Kupac pretrpi, ali maksimalno do iznosa koji Kupac plati u vezi sa takvim Proizvodima; kompanija Ingram ni pod kojim okolnostima neće biti dužna da pokrije bilo koji indirektni gubitak, nezarađenu dobit, gubitak korisnika/prilika ili nenovčane štete za koje Kupac ili treća strana (npr. naredni kupac) tvrde da su je pretrpeli. Odgovornost kompanije Ingram svakako neće premašiti iznos koji je Kupac platio kompaniji Ingram za taj Proizvod koji je predmet potraživanja.	7.4.	For the avoidance of any doubt, but without prejudice to other provisions of these Terms, Ingram shall be exclusively liable for the damage caused by the Products / non-performance of the Terms as a result of its exclusive gross negligence. In any case, Ingram's liability regarding a Purchase Order shall be limited to the actual material damage suffered by Purchaser, but not more than the amount paid by Purchaser regarding such Products; Ingram shall under no circumstances be required to cover any indirect loss, unearned profit, loss of customers / opportunities or non-pecuniary damage that Purchaser or a third party (e.g. subsequent purchaser) claims to have suffered. In no event shall Ingram's liability exceed the amount paid to Ingram by Purchaser for that Product which is the subject of the claim.
<b>8.</b>	<b>VIŠA SILA I SLUČAJAN DOGAĐAJ</b>	<b>8.</b>	<b>FORCE MAJEURE AND FORTUITOUS EVENT</b>
8.1.	Osim obaveza plaćanja Kupca, nijedna Strana ne snosi odgovornost za bilo koja kašnjenja ili neizvođenje bilo kojih obaveza prema ovom dokumentu, koje je neposredno uzrokovano pandemijom, štrajkovima, nestašicama, propustima dobavljača, neredima, pobunama, požarima, poplavama, olujama, zemljotresima, ratom, državnim merama, ograničenjima državnog ili drugog nadležnog	8.1.	Except for Purchaser's payment obligations, neither Party shall be liable for any delays or failure of performance of any obligations hereunder which is proximately caused by any pandemic, strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, war, governmental action, restrictions by governmental or other competent authority, statutory or regulatory obligation,

organa, zakonskim ili regulatornim obavezama, uslovima rada, poremećajima koji su nastali kao posledica interneta, činjenja ili nečinjenja druge Strane ili drugih uzroka izvan njene razumne kontrole, pod uslovom da se ulažu kontinuirani naponi za nastavak obavljanja obaveza prema ovom dokumentu ako je takav nastavak komercijalno razumna opcija.

labour conditions, disruptions caused as a result of the Internet, acts or omissions of the other Party or other causes beyond its reasonable control, provided that diligent continuing efforts are made to resume performance hereunder if such resumption is a commercially reasonable option.

<p><b>9. TEŠKOĆA</b></p>	<p><b>9</b></p>	<p><b>HARDSHIP</b></p>
<p>9.1. Kupac preuzima rizik u vezi sa nastankom vanrednih okolnosti, nezavisno od njegove volje, koje bi učinile očigledno nepravednom njegovu obavezu da obavlja preuzete ugovorne obaveze, pristajući da ih ispuni nezavisno od takvih izuzetnih promena okolnosti koje su bila osnova za prihvatanje ovih Uslova. Preuzimanjem takvih rizika, Kupac razume i prihvata da neće moći da zahteva od suda da prilagodi ove Uslove u slučaju izuzetnih okolnosti kao što su one gore opisane.</p>	<p>9.1.</p>	<p>Purchaser assumes the risk regarding the occurrence of exceptional circumstances, independent of its volition and which would make manifestly unfair its obligation to perform the contractual obligations assumed, agreeing to fulfil them independently of such exceptional changes of circumstances that were the basis for accepting these Terms. By assuming such risks, Purchaser understands and accepts that it shall not be able to request the court to adapt these Terms in case of exceptional circumstances such as those described above.</p>
<p><b>10. MERODAVNO PRAVO I JURISDIKCIJA</b></p>	<p><b>10</b></p>	<p><b>GOVERNING LAW AND JURISDICTION</b></p>
<p>10.1. Ovi Uslovi se regulišu srpskim zakonima. 10.2. Svaki spor koji nastane između Strana u vezi sa zaključivanjem, tumačenjem, izvođenjem ili važenjem ovih Uslova Strane rešavaju sporazumno ili se, u suprotnom, upućuje na rešavanje nadležnim sudovima u Beogradu .</p>	<p>10.1. 10.2.</p>	<p>These Terms shall be governed by the Serbian laws. Any dispute arisen between the Parties in connection with the conclusion, interpretation, performance or validity of these Terms shall be settled amicably by the Parties or, failing which, shall be referred for settlement to the competent courts in Belgrade .</p>
<p><b>11. POVERLJIVOST I PODACI O LIČNOSTI</b></p>	<p><b>11</b></p>	<p><b>CONFIDENTIALITY AND PERSONAL DATA</b></p>
<p>11.1. „Poverljive informacije“ označavaju sve informacije, bez obzira na oblik u kojem se prenose, u vezi sa prošlim, sadašnjim ili budućim istraživanjem, razvojem ili poslovnim planovima, operacijama ili sistemima Strane koja otkriva informacije (ili druge Strane čije informacije Strana koja otkriva informacije drži u svom posedu usled obaveza o poverljivosti podataka), uključujući bez ograničenja ove Uslove, njihov predmet i uslove, studije ili izveštaje, softver, memorandume, nacрте i sve druge informacije, u otopljivom ili neopipljivom obliku koje bi u okolnostima koje okružuju obelodanjivanja, Strana koja prima informacije razumno trebalo da prepozna kao poverljive. Strana koja prima informacije mora čuvati tajnost poverljivih informacija i strana koja prima informacije će ih štiti od obelodanjivanja barem sa istim stepenom pažnje koji pridaje svojim poverljivim informacijama, ali ni u kom slučaju sa manje od razumne pažnje. Poverljive informacije se ne obelodanjuju nikome osim: (a) zaposlenima strane koja prima informacije i njenim povezanim kompanijama koje imaju potrebu da budu upoznate sa istim; (b) izvođačima ili konsultantima strane koja prima informacije, pod uslovom da takvi zaposleni, izvođači ili konsultanti imaju potrebu da budu upoznati sa njima, ako su obavesteni o obavezama strane koja prima informacije kako je navedeno u ovom odeljku i ako su pristali na njih pisanim putem; i (c) ukoliko se obelodanjivanje zahteva u skladu sa zakonom, uključujući obelodanjivanje bilo kojoj državnoj agenciji. Strana koja prima informacije nije u obavezi da zaštiti informacije primljene prema ovim Uslovima koje: (i) su već poznate strani koja prima informacije u trenutku njihovog obelodanjivanja; (ii) su javne ili postanu javne bez krivice strane koja prima informacije; (iii) se dobiju od treće strane bez sličnih ograničenja i bez kršenja ovih Uslova; ili (iv) je nezavisno razvila strana koja prima informacije.</p>	<p>11.1.</p>	<p>11.1. “Confidential Information” means all information, regardless of the form in which it is transmitted, relating to the disclosing Party’s (or another party whose information the disclosing Party has in its possession under obligations of confidentiality) past, present or future research, development or business plans, operations or systems, including without limitation, these Terms including its subject matter and terms and conditions, studies or reports, software, memoranda, drafts and any other information, in either tangible or intangible form that under the circumstances surrounding the disclosure, the receiving Party reasonably should recognize as being confidential. Confidential Information must be kept confidential by the receiving party and will be protected by the receiving party from disclosure with at least the same degree of care as that which is accorded to its own confidential information, but in no event with less than reasonable care. Confidential Information will not be disclosed to anyone except: (a) to employees of the receiving party and its affiliated companies who have a need to know; (b) contractors or consultants of the receiving party, provided that those employees, contractors or consultants have a need to know, have been informed of receiving party’s obligations as stated in this section, and have agreed in writing to them; and (c) where disclosure is lawfully required, including to any government agency. The receiving party is not obligated to protect information received under these Terms which: (i) is already known to the receiving party at the time of its disclosure; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) is received from a third party without similar restrictions and without breach of these Terms; or (iv) is independently developed by the receiving party.</p>
<p>11.2. Pri prikupljanju, obradi, evidentiranju, čuvanju, registraciji, obelodanjivanju, prenosu i korišćenju podataka o ličnosti i u održavanju evidencija, Kupac i kompanija Ingram će u potpunosti poštovati sve primenljive propise o zaštiti podataka uključujući Opštu uredbu o zaštiti podataka, pun naziv: Uredba (EU) 2016/679 od 27. aprila 2016. godine o zaštiti fizičkih lica u pogledu obrade podataka o ličnosti i slobodnom kretanju podataka i važećim aktima o implementaciji (GDPR). Ako bilo koja strana od druge strane primi podatke o ličnosti o osoblju druge strane, kupcima ili ostalim trećim strana, strana koja prima informacije će zaštititi</p>	<p>11.2.</p>	<p>In collecting, processing, recording, storing, registering, disclosing, transferring and using personal data and in maintaining records, Purchaser and Ingram shall comply fully with the applicable data protection regulations, including the General Data Protection Regulation, in full: Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the applicable implementation acts (GDPR). If either party receives from the other party personal data about the other party’s personnel, customers or</p>

te podatke u skladu sa primenljivim zakonima i neće obelodaniti takve podatke trećim stranama osim kada se to nalaže zakonom.

other third parties, the receiving party shall protect such data in compliance with applicable laws, and not disclose such data to third parties for any purpose except when mandated by a law.

11.3. U kontekstu izvođenja ovih Uslova, kompanija Ingram će obrađivati podatke o ličnosti koji mogu uključivati podatke o kontaktima kod Kupca ili podatke o korisnicima Kupca, npr. ime, adresa, imejl-adresa ili broj telefona. Kupac je možda otkrio ove podatke kompaniji Ingram ili ih je sam pribavio. Ako kompanija Ingram obrađuje podatke o ličnosti prema uputstvima Kupca bez ikakve kontrole te obrade, kompanija Ingram će se smatrati obrađivačem u smislu Uredbe GDPR. U tom slučaju, Strane će potpisati Ugovor o obradi podataka. Ukoliko kompanija Ingram obrađuje Podatke o ličnosti i ima kontrolu nad svrhom obrade, smatraće se da je kompanija Ingram rukovalac u smislu Uredbe GDPR u pogledu tih aktivnosti obrade.

11.3. In the context of performance of these Terms Ingram will process personal data which may include data of the contacts at the Purchaser's or data of customers of the Purchaser, such as name, address, email address or telephone number. These data may have been disclosed to Ingram by the Purchaser or obtained by Ingram itself. If Ingram processes personal data on the instructions of the Purchaser without any control of that processing, Ingram will be deemed to be a processor within the meaning of the GDPR. In such event, the Parties will sign Data processing agreement. To the extent that Ingram processes Personal Data and has control of the purpose of the processing, Ingram will be deemed to be the controller within the meaning of the GDPR in respect of that processing operations.

11.4. Kupac potvrđuje da je pročitao i razumeo Izjavu o privatnosti IM dostupnu na stranici <https://corp.ingrammicro.com/privacy-statement.aspx> i saglasan je da u svakom trenutku neće uraditi ništa što bi prekršilo Izjavu o privatnosti.

11.4. Purchaser acknowledges that it has read and understood IM's Privacy Statement available at <https://corp.ingrammicro.com/privacy-statement.aspx> and agrees at all times not to do anything that would be a breach of the Privacy Statement.

11.5. Strane će čuvati poverljivost podataka o ličnosti i preduzeti mere koje mogu biti potrebne za očuvanje poverljivosti podataka o ličnosti. Kupac će obavestiti kompaniju Ingram u roku od 24 sata ako otkrije bilo koji sigurnosni incident ili incident u pogledu podataka u koji je uključena kompanija Ingram. Pre prijavljivanja takvog incidenta nadležnom organu i/ili obaveštavanja lica na koja se odnose podaci, Kupac će se konsultovati sa kompanijom Ingram.

11.5. The Parties will keep the personal data confidential and will take such measures as may be necessary to safeguard the confidentiality of the personal data. Purchaser will notify Ingram within 24 hours if it discovers any security incident or data privacy incident in which Ingram is involved. Prior to reporting any such incident to the competent authority and/or notifying the data subjects, the Purchaser will consult with Ingram.

11.6. Kupac može dostaviti sva pitanja i komentare u vezi sa obradom podataka i ličnosti na adresu [privacy@ingrammicro.com](mailto:privacy@ingrammicro.com).

11.6. The Purchaser can submit any questions or comments as to the processing of personal data to [privacy@ingrammicro.com](mailto:privacy@ingrammicro.com).

**12 USKLAĐENOST SA ZAKONIMA O IZVOZU**

**12 COMPLIANCE WITH EXPORT LAWS**

12.1. Kupac potvrđuje i obaveštava svog kupca da Proizvode za izvoz može kontrolisati Ministarstvo trgovine Sjedinjenih Američkih Država („SAD“) ili nadležni organi Evropske unije („EU“) ili Ujedinjenog Kraljevstva („UK“) ili Holandije i da Proizvodi mogu zahtevati odobrenje pre izvoza iz Srbije, reizvoza ili transfera.

12.1. Purchaser acknowledges and shall advise its customer that the Products may be controlled for export by the United States ("US") Department of Commerce or by the European Union ("EU") or by the United Kingdom ("UK") or by the Netherlands authorities and that the Products may require authorization prior to export from Serbia or re-export or transfer.

12.2. Kupac je saglasan da neće izvoziti, reizvoziti ili na drugi način distribuirati Proizvode, ili direktne produkte istih, u suprotnosti sa bilo kojim zakonima ili propisima o kontroli izvoza SAD, EU, Holandije i UK ili Srbije.

12.2. Purchaser agrees that it will not export, re-export, or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the US, the EU, the Netherlands, and the UK or Serbia.

12.3. Kupac dalje garantuje da se Proizvodi:

12.3. Purchaser further warrants that the Products:

- (i) neće koristiti za krajnju vojnu primenu kako je definisano u članu 4, odeljku 2 EU Uredbe 428/2009;
- (ii) neće koristiti u svrhe ometanja, presretanja ili praćenja telekomunikacionih mreža ili mrežnih komunikacija Internet protokola koji bi mogli pomoći ili omogućiti zloupotrebu ljudskih prava, ili sisteme, opremu i komponente za izvođenje „kriptoanalitičkih funkcija“ u cilju poraza, slabljenja ili zaobilaznja „informacione bezbednosti“;
- (iii) neće koristiti ni za kakve nuklearne eksplozivne aktivnosti i bilo koju nezaštićenu aktivnost nuklearnog gorivnog ciklusa; neće koristiti u vezi sa razvojem, proizvodnjom, manipulacijom, radom, održavanjem, skladištenjem, detekcijom, identifikacijom ili širenjem hemijskih, bioloških ili nuklearnih oružja ili drugih nuklearnih eksplozivnih uređaja ili razvojem, proizvodnjom, održavanjem ili skladištenjem projektila koji su sposobni za isporuku takvih oružja, niti će se preprodavati ako znamo ili sumnjamo da su predviđeni ili će se verovatno koristiti u te svrhe; i

- (i) will not be used for military end use as defined in Article 4 sub 2 of EU Regulation 428/2009;
- (ii) will not be used for purposes of disruption, interception or monitoring of telecommunication networks or Internet Protocol network communications that could assist in or enable human rights abuses, or systems, equipment and components to perform 'cryptanalytic functions' in order to defeat, weaken or bypass "information security";
- (iii) will not be used in any nuclear explosive activity or any unsafeguarded nuclear fuel-cycle activity; will not be used in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons, nor will they be resold if we know or suspect that they are intended or likely to be used for such a purpose; and

<p>(iv) neće reizvoziti ili na drugi način preprodavati ili prenositi na određite u skladu sa embargom UN, EU, OSCE ili SAD, ako bi takav postupak bio u suprotnosti sa uslovima tog embarga, niti prodavati kompanijama ili pojedincima navedenim na Listi odbijenih lica koju objavljuje Ministarstvo trgovine SAD.</p> <p>(v) Kupac garantuje da neće izvoziti ili reizvoziti bilo koje Proizvode sa znanjem da će se Proizvodi koristiti u projektovanju, razvoju, proizvodnji ili korišćenju hemijske, biološke, nuklearne ili tehnologije projektila, ili u objektu koji se bavi takvim aktivnostima, osim ako je Preprodavac pribavio prethodno odobrenje Ministarstva trgovine SAD.</p>	<p>(iv) will not be re-exported or otherwise re-sold or transferred to a destination subject to a UN, EU, OSCE, or US embargo where that act would be in breach of the terms of that embargo or sold to companies or individuals listed on the Denied Persons List published by the US Department of Commerce.</p> <p>(v) Purchaser certifies that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the US Department of Commerce.</p>
<p>12.4. Kupac potvrđuje da se neće baviti preprodajom, izvozom, reizvozom ili prenosom takvih artikala, direktno ili indirektno, bez potrebne izvozne dozvole ili drugog odobrenja prema EAR i/ili OFAC propisima:</p> <p>(i) Bilo kojoj strani koja je (1) vojni krajnji korisnik ili (2) će koristiti proizvod za vojnu krajnju upotrebu, ako je proizvod opisan u Dodatku 2 Dela 744 EAR ili</p> <p>(ii) Bilo kojoj strani koja je (1) vojni krajnji korisnik ili (2) koja će koristiti proizvod za vojnu krajnju upotrebu u Kini, Rusiji ili Venecueli, ako je proizvod mikroprocesor i ako je povezan sa softverom i tehnologijom kako je opisano u odeljku 744.17 EAR, ili</p> <p>(iii) Bilo kojoj strani koja je (1) vojni krajnji korisnik ili (2) koja će koristiti proizvod za vojnu krajnju upotrebu u Kini, Rusiji ili Venecueli, ako je proizvod opisan u odeljku 744.21 EAR ili</p> <p>(iv) Strani koja je „osetljiviji državni krajnji korisnik“ ako je proizvod opisan u odeljku 740.17(b)(2) EAR.</p>	<p>12.4. Purchaser certifies that it will not engage in the resale, export, reexport or transfer of such items, directly or indirectly, without the required export license or other approval under the EAR and/or OFAC regulations, to:</p> <p>(i) Any party who is (1) a military end-user or (2) will use the product for a military end-use, if the product is described in Supplement No. 2 to Part 744 of the EAR, or</p> <p>(ii) Any party who is (1) a military end user or (2) will use the product for a military end-use located in China, Russia or Venezuela, if the product is a Microprocessor and associated Software and Technology as described in Section 744.17 of the EAR, or</p> <p>(iii) Any party who is (1) a military end-user or (2) will use the product for a military end-use located in China, Russia or Venezuela, if the product is described in Section 744.21 of the EAR, or</p> <p>(iv) Any party who is a “more sensitive government end-user” if the product is described in Section 740.17(b)(2) of the EAR.</p>
<p><b>13. POŠTOVANJE ZAKONA I BORBA PROTIV KORUPCIJE</b></p>	<p><b>13 LEGAL COMPLIANCE AND ANTI – CORRUPTION</b></p>
<p>13.1. Kodeks ponašanja kompanije Ingram reguliše ponašanje zaposlenih kompanije Ingram i, inter alia, obuhvata zabranu prijema i traženja poklona, napojnica, reprezentacija i drugih znakova ljubaznosti za i od kupaca osim ako se ispune određeni uslovi. Preprodavac je saglasan da će poštovati ovu politiku pri poslovanju sa kompanijom Ingram. Kopija Kodeksa ponašanja kompanije Ingram je dostupna na <a href="http://www.ingrammicro.com">www.ingrammicro.com</a> ili na zahtev.</p>	<p>13.1. Ingram’s Code of Conduct governs the conduct by Ingram’s employees and includes inter alia a prohibition on receipt and solicitation of gifts, gratuities, entertainment and other courtesies to and from customers unless certain conditions are met. Purchaser agrees to observe this policy when conducting business with Ingram. A copy of Ingram’s Code of Conduct is available on <a href="http://www.ingrammicro.com">www.ingrammicro.com</a> or upon request.</p>
<p>13.2. Kupac je saglasan da će se pridržavati svih zakona i propisa primenljivih na izvođenje svojih odgovarajućih obaveza prema ovim Uslovima. Kupac je saglasan da će se pridržavati primenljivih zakona o borbi protiv podmičivanja i korupcije koji se primenjuju u jurisdikcijama u kojima Kupac obavlja svoje poslove, uključujući Zakon SAD protiv korupcije u inostranstvu. Kupac neće izvršiti nijedno direktno ili indirektno plaćanje, ponuditi da plati, niti odobriti plaćanje bilo kog novčanog iznosa, pokloniti, obećati da će dati ili odobriti davanje bilo čega od vrednosti bilo kom državnom zvaničniku ili političaru ili najužoj porodici takvog zvaničnika ili političara, radi vršenja uticaja na postupke ili odluke vlade ili takvog pojedinca u cilju pomaganja, direktno ili indirektno, Kupcu ili kompaniji Ingram da pribavi ili zadrži poslovanje ili da osigura neprikladnu prednost.</p>	<p>13.2. Purchaser agree to abide by all laws and regulations applicable to the performance of its respective obligations under these Terms. Purchaser agrees to comply with the applicable anti-bribery and corrupt practices legislation applicable in the jurisdictions Purchaser conducts its business including U.S. Foreign Corrupt Practices Act. Purchaser shall not make any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official or politician, or the immediate family of any such official or politician, for the purpose of influencing acts or decisions of the government or such individual in order to assist, directly or indirectly, Purchaser or Ingram in obtaining or retaining business, or securing an improper advantage.</p>
<p>13.3. Kupac je saglasan da će obeštetiti i osloboditi kompaniju Ingram svih odgovornosti, troškova ili ošteta koje su posledica Kupčevog nepoštovanja ovih Uslova ili važećih zakona i propisa.</p>	<p>13.3. Purchaser agrees to indemnify and hold Ingram harmless from and against any and all liability, costs or damages arising from Purchaser’s non-compliance with these Terms and or applicable laws and regulations.</p>
<p><b>14. OSTALE ODREDBE</b></p>	<p><b>14 MISCELLANEOUS</b></p>
<p>14.1. Kupac razume i saglasan je da su Proizvodi i Usluge koje kompanija Ingram isporučuje namenjeni samo za preprodaju Kupca, a ne za internu upotrebu Kupca i Kupac će obeštetiti kompaniju Ingram od svake odgovornosti, gubitka ili štete (uključujući direktne ili posledične gubitke) koji nastanu za kompaniju Ingram ili koje ona pretrpi kao posledicu korišćenja Proizvoda od strane kupca kao krajnji</p>	<p>14.1. Purchaser understands and agrees that Products and Services supplied by Ingram are intended for Purchaser’s resale only and not for Purchaser’s internal use and Purchaser shall indemnify Ingram against any liability, loss or damage (including indirect or consequential losses) incurred or suffered by Ingram as a result of</p>

<p>korisnik/klijent, uključujući svaku odgovornost koju Prodavci Proizvoda nametnu kompaniji Ingram.</p>	<p>Purchaser 's use of the Products as end user/client including any liability imposed on Ingram by the Product Vendors.</p>
<p>14.2. Kompanija Ingram može u potpunosti ili delimično podugovoriti isporuku Proizvoda povezanoj kompaniji ili trećoj strani.</p>	<p>14.2. Ingram may fully or partly subcontract the supply of the Products to an affiliated company or to a third party.</p>
<p>14.3. Ako bilo koja Strana u bilo kom trenutku ne primenjuje bilo koje odredbe ovih Uslova ili bilo koje pravo odobreno u istom ili ne ostvaruje bilo koje pravo predviđeno u ovim Uslovima, to se neće smatrati odricanjem od takvih odredaba, prava ili opcija i neće uticati na važenje ovih Uslova.</p>	<p>14.3. Non-application by either Party in any moment of any provisions of these Terms or of any right granted herein or non-exercise of any right provided in these Terms shall not be deemed to be a waiver of such provisions, rights or options and shall not affect the validity of these Terms.</p>
<p>14.4. Kompanija Ingram će biti ovlašćena da izmeni ove Uslove. Sve takve izmene će stupiti na snagu u trenutku kada se objave. Kompanija Ingram će dostaviti izmenjene uslove Kupcu pre datuma stupanja izmena i dopuna na snagu. Ako datum stupanja na snagu nije saopšten, svaka izmena će stupiti na snagu u pogledu Kupca čim se on obavesti ili sazna za takve izmene</p>	<p>14.4. Ingram will be authorized to make amendments to these Terms. Any such amendments will take effect at such time as is announced. Ingram will provide the amended Terms to the Purchase prior to the effective date of the amendments. If no effective date has been communicated, any amendments will take effect vis-à-vis the Purchase as soon as it has been notified, or it has become aware, of such amendments</p>
<p>14.5. Nijedna odredba ovih Uslova neće stvoriti bilo kakvo udruženje, partnerstvo, zajedničko ulaganje ili odnos principala i agenta između Strana Uslova, pri čemu se razume da su Strane ovih Uslova – u pogledu svake od njih – nezavisne strane i da nijedna od njih nema ovlašćenje da obaveže drugu Stranu ili predstavnike druge Strane na bilo koji način i neće izjaviti bilo kojoj trećoj strani da ima takva ovlašćenja.</p>	<p>14.5. No provision of these Terms shall create any association, partnership, joint venture or any principal and agent relationship between the Parties to the Terms, being understood that the Parties to these Terms are – with regard to each of them – independent parties and none of them has the authority to bind the other Party or the representatives of the other Party in any way and shall not declare to any third party that it has such authority.</p>
<p>14.6. Ako se smatra da je bilo koja odredba ovih Uslova nezakonita, ništavna, nevažeća ili neprimenljiva prema zakonima bilo koje jurisdikcije, to neće uticati na zakonitost, važenje ili primenljivost ostalih odredaba ovih Uslova u toj jurisdikciji i Strane su saglasne da će zameniti takvu nezakonitu, ništavnu, nevažeću ili neprimenljivu klauzulu zakonitom, važećom i primenljivom ugovorenom klauzulom koja je što sličnija značenju nezakonite, ništavne, nevažeće ili neprimenljive klauzule, tako da to ne utiče na zakonitost, važenje i primenljivost celokupnih Uslova u bilo kojoj drugoj jurisdikciji.</p>	<p>14.6. If any provision of these Terms is held to be illegal, void, invalid or inapplicable under the laws of any jurisdiction, the legality, validity or applicability of the other provisions of these Terms in such jurisdiction shall not be affected thereby and the Parties agree to replace such an illegal, void, invalid or inapplicable clause with a legal, valid, applicable mutually agreed clause as close as possible to the meaning of the illegal, void, invalid or inapplicable clause so that the legality, validity and applicability of the entire Terms shall not be affected thereby in any other jurisdiction.</p>
<p>14.7. Kupac izjavljuje da je pročitao Uslove u celosti (uključujući dodatke istih), da je razumeo sadržaj i posledice Uslova, saglasnosti na odredbe Uslova i dalje izjavljuje da su Uslovi u skladu sa njegovom voljom, pri čemu se poštuju sva prava Kupca nakon zaključenja Uslova.</p>	<p>14.7. Purchaser declares that it has read the Terms in its entirety (including the appendices thereto), has understood the contents and consequences of the Terms, consents to the provisions of the Terms and further declares that it is consistent with its volition, all Purchaser 's rights being observed upon the conclusion of the Terms.</p>
<p>Pročitali smo i u potpunosti razumeli Uslove. Saglasni smo sa Uslovima i obavezujemo se da ćemo ih poštovati.</p>	<p>We have read and fully understood the Terms. We agree to the terms and undertake to comply with the Terms.</p>