

Terms and Conditions of Supply (for Goods, Services, and Digital Services)

- 1. Introduction, definitions, and interpretation**
 - 1.1. These Terms and Conditions of Supply (the "ToS"): (a) apply to and govern: (i) all sales of Goods; (ii) the supply of Digital Services; and (iii) the supply of Services; and (b) form part of the Contract between Sandvik and the Purchaser.
 - 1.2. The parties agree that: (a) in these ToS, words or phrases beginning with a capital letter shall have their respective meanings given under Clause 25 (*Definitions*); and (b) these ToS shall be construed and interpreted in accordance with Clause 3.5 (*The Contract*) and Clause 26 (*Interpretation*).
- 2. Quotes, Orders, and Order Acceptance**
 - 2.1. The Purchaser may submit an Order to Sandvik (which Order may follow a Quote).
 - 2.2. Subject to Clause 3 (*The Contract*), the Order constitutes an offer (by the Purchaser) to purchase (from Sandvik) certain Goods, Services, or Digital Services subject to these ToS.
 - 2.3. Sandvik may, at its sole discretion, either: (a) accept the Order by way of an Order Acceptance (at which time the parties shall be immediately bound by the Contract); or (b) reject the Order.
- 3. The Contract**
 - 3.1. The parties agree that: (a) the provision or supply of all Goods, Services, and Digital Services under, or in connection with, an Order is subject to these ToS and the other provisions of the Contract; (b) the Contract contains the entire agreement between the parties with respect to its subject matter and supersedes all prior communications and agreements between the parties; (c) in entering into the Contract, the Purchaser has not, and does not, rely on any communication or representation (other than fraudulent misrepresentation) that has not been expressly set out in the Contract; (d) the Contract applies to the exclusion of any other terms or conditions including those: (i) issued, or referred to, by the Purchaser (including in an Order); or (ii) which may be implied by statute, trade, custom, practice, or course of dealing.
 - 3.2. Sandvik will not supply on, and expressly rejects: (a) the Purchaser's standard terms and conditions of purchase (or similar); and (b) to the fullest extent permissible under applicable Law, any terms and conditions other than those contained in the Contract.
 - 3.3. The parties agree that the Contract is formed as described in Clause 2 (*Quotes, Orders, and Order Acceptance*).
 - 3.4. The Purchaser agrees that, without limiting the Sandvik Warranty, by: (a) accepting possession of the Goods; or (b) receiving the benefit of the Services or Digital Services, the Purchaser irrevocably acknowledges and agrees that the Goods, Services, or Digital Services (as the case may be) have been supplied in accordance with the Contract.
 - 3.5. If, and to the extent, there is any conflict, inconsistency, or ambiguity between the constituent parts of the Contract then such conflict, inconsistency, or ambiguity shall be resolved in accordance with the following order of precedence (with the document earlier in the list prevailing over a document later in the list): (a) the Order Acceptance (if documented); (b) any other document attached or referred to in the Order Acceptance (if documented); (c) these ToS; (d) any other document attached or referred to in the ToS; (e) the Quote; (f) any other document attached or referred to in the Quote; and (g) subject to Clause 3.2, the Order.
- 4. Facilities and Security Interests**

Opšti Uslovi Isporuke (za Robu, Usluge i Digitalne Usluge)

- 1. Uvod, definicije i tumačenje**
 - 1.1. Ovi Opšti Uslovi Isporuke („ToS“): (a) primenjuju se i regulišu: (i) svu prodaju Robe; (ii) pružanje Digitalnih Usluga; i (iii) pružanje Usluga; i (b) čine sastavni deo ugovora između Sandvik-a i Kupca.
 - 1.2. Strane su saglasne da: (a) u ovim ToS, reči ili fraze koje počinju velikim slovom imaju odgovarajuća značenja data u Klauzuli 25 (*Definicije*); i (b) ovi ToS će se tumačiti u skladu sa Klauzulom 3.5 (*Ugovor*) i Klauzulom 26 (*Tumačenje*).
- 2. Ponude, Porudžbine i Prihvatanje Porudžbine**
 - 2.1. Kupac može da pošalje porudžbinu Sandvik-u (koja Porudžbina može da sledi posle Ponude).
 - 2.2. U skladu sa Klauzulom 3 (*Ugovor*), Porudžbina predstavlja ponudu (od strane Kupca) za kupovinu (od Sandvik-a) određene Robe, Usluge ili Digitalne usluge koje podležu ovim ToS.
 - 2.3. Sandvik može, po sopstvenom nađenju, ili: (a) prihvatiti Porudžbinu putem Prihvatanja Porudžbine (u tom trenutku će strane biti odmah vezane Ugovorom); ili (b) odbiti Porudžbinu.
- 3. Ugovor**
 - 3.1. Stranke su saglasne da: (a) obezbeđivanje ili isporuka sve Robe, Usluga i Digitalnih Usluga pod ili u vezi sa Porudžbinom podleže ovim ToS i ostalih odredbi Ugovora; (b) Ugovor sadrži ceo sporazum između strana u pogledu njegovog predmeta i zamenjuje sve prethodne komunikacije i sporazume između strana; (c) prilikom sklapanja Ugovora, Kupac se ne oslanja na bilo kakvu komunikaciju ili predstavljanje (osim lažnog predstavljanja) koje nije izričito navedeno u Ugovoru; (d) Ugovor se primenjuje na isključivanje bilo kojih drugih odredbi ili uslova, uključujući one: (i) koje je izdao ili na koje se poziva Kupac (uključujući u Porudžbini); ili (ii) što može biti implicirano statutom, trgovinom, običajima, praksom ili načinom poslovanja.
 - 3.2. Sandvik neće isporučivati i izričito odbija: (a) standardne uslove poslovanja Kupca (ili slične); i (b) u najvećoj meri dozvoljenoj prema merodavnom pravu, sve odredbe i uslove osim onih sadržanih u Ugovoru.
 - 3.3. Stranke su saglasne da je Ugovor formiran kao što je opisano u klauzuli 2 (*Ponude, Porudžbine i Prihvatanje Porudžbine*).
 - 3.4. Kupac se slaže da, bez ograničavanja Sandvik Garancije, time što: (a) prihvata posedovanja Robe; ili (b) primanje pogodnosti Usluga ili Digitalnih usluga, Kupac neopozivo potvrđuje i slaže se da su Roba, Usluge ili Digitalne usluge (u zavisnosti od slučaja) isporučene u skladu sa Ugovorom.
 - 3.5. Ako i u meri u kojoj postoji bilo kakav sukob, nedoslednost ili dvosmislenost između sastavnih delova Ugovora, onda će se takav sukob, nedoslednost ili dvosmislenost rešiti u skladu sa sledećim redosledom prvenstva (sa dokumentom koji ranije na listi i koji ima prednost nad dokumentom koji je kasnije na listi): (a) prihvatanje naloga (ako je dokumentovano); (b) bilo koji drugi dokument koji je priložen ili naveden u Prihvatanju Porudžbine (ako je dokumentovan); (c) ove ToS; (d) bilo koji drugi dokument priložen ili na koji se upućuje u ToS; (e) Ponuda; (f) bilo koji drugi dokument priložen ili naveden u Ponudi; i (g) u skladu sa klauzulom 3.2, Porudžbina.
- 4. Olakšice i Bezbednosni Interesi**

- 4.1. Subject to Clause 4.2, if Sandvik has provided the Purchaser with a Facility then Sandvik may withdraw the Facility either: (a) as agreed in writing with Sandvik; or (b) otherwise, at any time and without prior notice to the Purchaser.
- 4.2. Sandvik reserves the right to review, at any time, the Facility (including the extent, nature, and duration of the Facility).
- 4.3. The Purchaser agrees that: (a) Sandvik may, from time to time, condition an Order Acceptance on Sandvik's timely receipt of a Security Interest; and (b) where Sandvik requires a Security Interest, Sandvik shall not be obliged to deliver, supply, or otherwise make available the related Goods, Services, or Digital Services unless and until the Security Interest has been established to Sandvik's satisfaction.
- 4.4. Sandvik shall be entitled to an equitable extension to any: (a) agreed Delivery Date; or (b) any other performance obligations, that may result from the Purchaser's failure to provide, or a delay in establishing, a Security Interest.

5. Goods - Delivery and Risk

- 5.1. The parties agree that: (a) Sandvik will deliver the Goods to the Sandvik address set out in the Order Acceptance; (b) risk in the Goods shall pass to the Purchaser in accordance with the Incoterm determined in accordance with Clause 9.1; (c) delivery of the Goods may be made in one or more instalments and at different times or by separate shipments or deliveries; (d) adherence to the Delivery Date is determined by the date of the POD; and (e) the Purchaser's obligation to take delivery of the Goods is a material obligation under the Contract.
- 5.2. The Purchaser agrees that, without prejudice to the Purchaser's obligations under the Contract or Sandvik's other rights or remedies available under the Contract, if Sandvik is not able to deliver the Goods to the Purchaser on the Delivery Date due to the Purchaser's inability, unavailability, or unwillingness to accept delivery, then Sandvik may (at its option): (a) dispatch the Goods; or (b) put the Goods into storage at the expense and risk of the Purchaser (such expenses to be due and payable immediately on demand).
- 5.3. If the Purchaser fails to collect, or take delivery of, the Goods within three (3) months of the Delivery Date, Sandvik shall be entitled, without prejudice to its other rights and remedies under the Contract, to: (a) terminate all or part of the Contract; and (b) dispose of the Goods and, unless otherwise stated in the Order Acceptance, to charge the Purchaser compensation of: (i) for standard Goods, 15% of the Amount Payable for the Goods in question; or (ii) for non-standard Goods, 30% of the Amount Payable for the Goods in question or the cost of materials and labour incurred until the cancellation date, whichever is higher, which shall be paid by the Purchaser within ten (10) days of Sandvik issuing the corresponding invoice.
- 5.4. The parties agree that the compensation described in Clause 5.3 is a genuine pre-estimate of the costs and losses which Sandvik would suffer from the Purchaser failing to take delivery of the Goods.
- 5.5. Subject to Clause 6 (*Delay Payments*) and to the fullest extent permissible under applicable Law, the Purchaser agrees that: (a) the Delivery Date is estimated and not guaranteed; and (b) although Sandvik shall use reasonable endeavours to meet an estimated Delivery Date, Sandvik shall not be liable to the Purchaser for any loss or damage suffered or incurred by the Purchaser as a result of Sandvik's failure to deliver the Goods before the expiry of the Delivery Date.

6. Goods – Delay Payments

- 6.1. The parties agree that, subject to Clause 21 (*Force Majeure and Specified Risks*), if: (a) the Contract (in the Order Acceptance) expressly provides for a Delay Payment; and (b) the Goods are not delivered before the expiry of the Delivery Date, then the Purchaser may, subject to Clause 6.2, claim the Delay Payment which Sandvik

- 4.1. U skladu sa Klauzulom 4.2, ako je Sandvik obezbedio Kupcu Olakšicu, Sandvik može povući Olakšicu: (a) kako je pismeno dogovoreno sa Sandvikom; ili (b) na drugi način, u bilo koje vreme i bez prethodnog obaveštenja Kupcu.
- 4.2. Sandvik zadržava pravo da u bilo kom trenutku razmotri Olakšicu (uključujući obim, prirodu i trajanje Olakšice).
- 4.3. Kupac je saglasan da: (a) Sandvik može, s vremena na vreme, da uslovljava Prihvatanje Porudžbine da Sandvik blagovremeno primi Bezbednosni Interes; i (b) kada Sandvik zahteva Bezbednosni Interes, Sandvik neće biti u obavezi da isporuči, pruži ili na drugi način stavi na raspolaganje srodnu Robu, Usluge ili Digitalne Usluge, osim ako i dok se Bezbednosni Interes ne utvrdi na zadovoljstvo Sandvika.
- 4.4. Sandvik će imati pravo na pravično produženje bilo kojeg: (a) dogovorenog Datuma Isporuke; ili (b) bilo koje druge obaveze izvršenja koje mogu proizaći iz propusta Kupca da obezbedi ili kašnjenja u utvrđivanju Bezbednosnog Interesa.

5. Roba – Isporuka i Rizik

- 5.1. Stranke su saglasne da: (a) Sandvik isporučuje Robu na Sandvik adresu navedenu u Prihvatanju Porudžbine; (b) Rizik na Robi će preći na Kupca u skladu sa Incoterm utvrđenim u skladu sa klauzulom 9.1; (c) isporuka Robe može biti izvršena u jednoj ili više rata i u različito vreme ili odvojenim pošiljkama ili isporukama; (d) poštovanje Datuma Isporuke je određeno datumom POD; i (e) obaveza Kupca da preuzme isporuku Robe je materijalna obaveza prema Ugovoru.
- 5.2. Kupac je saglasan da, bez prejudiciranja obaveza Kupca po Ugovoru ili Sandvikovih drugih prava ili pravnih lekova dostupnih po Ugovoru, ako Sandvik nije u mogućnosti da isporuči Robu Kupcu na Datum Isporuke zbog nemogućnost, nedostupnost ili nespремnost Kupca da prihvati isporuku, onda Sandvik može (po svom izboru): (a) otpremiti Robu; ili (b) stavi Robu u skladište o trošku i riziku Kupca (ovi troškovi dospevaju i plaćaju se odmah na zahtev).
- 5.3. Ako Kupac ne prihvati ili ne preuzme Robu u roku od tri (3) meseca od Datuma Isporuke, Sandvik će imati pravo, ne dovodeći u pitanje svoja druga prava i pravna sredstva iz Ugovora, da: (a) raskine ceo ili deo Ugovora; i (b) otuđi Robu i, osim ako nije drugačije navedeno u Prihvatanju Porudžbine, naplatiti Kupcu kompenzaciju od: (i) za standardnu Robu, 15% od Iznosa za plaćanje za predmetnu Robu; ili (ii) za nestandardnu robu, 30% Iznosa za plaćanje za predmetnu robu ili troškova materijala i rada nastalih do datuma otkazivanja, u zavisnosti od toga koji je veći, koji će Kupac platiti u roku od deset (10) dana kada je Sandvik izdao odgovarajuću fakturu.
- 5.4. Stranke su saglasne da je kompenzacija opisana u klauzuli 5.3 stvarna pred-procena troškova i gubitaka koje bi Sandvik pretrpeo ako Kupac ne preuzme isporuku Robe.
- 5.5. U skladu sa klauzulom 6 (*Odloženo Plaćanje*) i u najvećoj meri dozvoljenoj prema važećem zakonu, Kupac je saglasan da: (a) Datum Isporuke je procenjen i nije zagaranovan; i (b) iako će Sandvik uložiti razumne napore da ispuni procenjeni Datum Isporuke, Sandvik neće biti odgovoran Kupcu za bilo kakav gubitak ili štetu koju je pretrpeo Kupac kao rezultat Sandvikovog propusta da isporuči Robu pre isteka roka Datum Isporuke.

6. Roba – Odloženo Plaćanje

- 6.1. Stranke su saglasne da, u skladu sa klauzulom 21 (*Viša sila i određeni rizici*), ako: (a) Ugovor (u Prihvatanju Porudžbine) izričito predviđa Odloženo Plaćanje; i (b) Roba nije isporučena pre isteka Datuma Isporuke, tada Kupac može, u skladu sa klauzulom 6.2, zahtevati odloženo plaćanje koje će Sandvik (po svom izboru) ili: (i) vratiti Kupcu; (ii) odbiti od nabavne cene za Robu; ili (iii) kreditirati Kupcu.

- shall (at its option) either: (i) repay to the Purchaser; (ii) deduct from the purchase price for the Goods; or (iii) credit to the Purchaser.
- 6.2. The Purchaser's right to claim a Delay Payment is subject to the Purchaser giving Sandvik written notice of the claim before the expiry of ninety (90) days from (and including) the original Delivery Date.
- 6.3. To the fullest extent permissible under applicable Laws, if the Purchaser exercises its right to receive a Delay Payment then: (a) provided that the Purchaser receives the Goods in question; and (b) without prejudice to the Purchaser's remedies under the Sandvik Warranty, the Purchaser shall not be entitled to any additional remedy in respect of the late delivery of the Goods.
- 6.4. The parties agree that: (a) the Delay Payment represents a genuine pre-estimate of loss and a price adjustment by way of a refund of charges for the value of Goods not delivered on time; (b) the Delay Payment has been negotiated by parties of similar bargaining strength and who have had the benefit of legal advice; and (c) if a court having competent jurisdiction determines that the Delay Payment is unenforceable under applicable Law, then the Purchaser may instead seek general damages (provided that Sandvik's liability for such general damages shall (subject to Clause 18.1 (*Liability*)) not exceed the Delay Payment that would have been payable had such Delay Payment been enforceable.
- 7. Goods – Cancellations**
- 7.1. The Purchaser agrees that: (a) except as expressly specified otherwise in the Contract, it is not entitled to cancel, terminate, change, or postpone a Contract without the prior written authorisation and agreement of Sandvik; and (b) it shall indemnify Sandvik for any loss, cost, or damage which arises as a consequence of a breach of this Clause 7.1 (less of any cancellation fee agreed in the Quote).
- 7.2. The parties agree that: (a) the Purchaser must notify Sandvik of any damage or shortage to the Goods in writing within: (i) two (2) Days of the date of the POD in the case of chemical resins and resin capsules; and (ii) in all other cases, seven (7) Days of the date of the POD; and (b) if the Purchaser does not notify Sandvik within such time period, the Purchaser is deemed to have accepted the Goods unconditionally.
- 7.3. The parties agree that: (a) the Purchaser must notify Sandvik of the incorrect supply of Goods in writing within twenty-one (21) days of the date of the POD; and (b) if the Purchaser does not notify Sandvik within such time period, the Purchaser is deemed to have accepted the Goods unconditionally.
- 7.4. Sandvik agrees that, subject to Clause 7.3: (a) the purchase price for all Goods incorrectly supplied to the Purchaser under a Contract will be refunded or credited in full; and (b) where Clause 7.4(a) applies, the freight costs to the receiving Sandvik designated warehouse will be for Sandvik's account.
- 8. Goods – Return of Goods not affected by defects**
- 8.1. The Purchaser acknowledges and agrees that: (a) returns of Goods not affected by defects will only be accepted following Sandvik's prior written agreement; (b) all Goods accepted as returns will be subject to a handling charge; and (c) Goods affected by defects shall be handled subject to Clause 11 (*Sandvik Warranty*).
- 8.2. Subject to Clauses 8.1 (above) and 18 (*Liability*) and except as set out in Clauses 7.2 and 7.3, the following conditions apply to all Goods that the Purchaser seeks to return: (a) the Purchaser must notify Sandvik of its intention to return the Goods before the expiry of seven (7) Days from (and including) the date of the POD (following which notice, Sandvik shall generate a Return Note); (b) the Purchaser must ensure that the Goods are received by Sandvik's designated warehouse before the expiry of fourteen (14) Days from (and including) the date of the Return Note; and (c) non-returnable items (regardless of other criteria) shall include: (i) gaskets; (ii) seals; (iii) belts; (iv) hoses; (v) opened kits; (vi) Goods made to order; (vii) non-Sandvik Goods; and (viii) glass.
- 6.2. Pravo Kupca da zahteva odloženo plaćanje zavisi od toga da Kupac dostavi Sandviku pismeno obaveštenje o zahtevu pre isteka devedeset (90) dana od (uključujući) prvobitnog Datuma Isporuke.
- 6.3. U najvećoj meri dozvoljenoj prema merodavnom pravu, ako Kupac iskoristi svoje pravo na Odloženo plaćanje, tada: (a) pod uslovom da Kupac primi predmetnu Robu; i (b) bez štete po pravna sredstva Kupca u okviru Sandvik Garancije, Kupac neće imati pravo na bilo koji dodatni pravni lek u vezi sa zakasnelom isporukom Robe.
- 6.4. Stranke su saglasne da: (a) Odloženo plaćanje predstavlja stvarnu prethodnu procenu gubitka i prilagođavanje cene putem povraćaja troškova za vrednost Robe koja nije isporučena na vreme; (b) o Odlaganju Plaćanja pregovarale su strane slične pregovaračke snage i koje su imale korist od pravnog saveta; i (c) ako nadležni sud utvrdi da je Odloženo Plaćanje neizvodljivo prema merodavnom pravu, tada Kupac može umesto toga tražiti opštu štetu (pod uslovom da odgovornost Sandvik-a za takvu opštu štetu (u skladu sa klauzulom 18.1 (*Odgovornost*)) ne prelazi Odloženo Plaćanje koje bi bilo plativo da je takvo Odloženo Plaćanje bilo izvršivo.
- 7. Roba – Otkazivanje**
- 7.1. Kupac je saglasan da: (a) osim ako je drugačije navedeno u Ugovoru, nema pravo da otkáže, raskine, promeni ili odloži Ugovor bez prethodnog pismenog odobrenja i saglasnosti Sandvik-a; i (b) obeštetiće Sandvik za svaki gubitak, trošak ili štetu koja nastane kao posledica kršenja ove Klauzule 7.1 (umanjena za bilo koju naknadu za otkazivanje dogovorenu u Ponudi).
- 7.2. Stranke su saglasne da: (a) Kupac mora pismenim putem obavestiti Sandvik o bilo kakvoj šteti ili manjivosti Robe u roku od: (i) dva (2) dana od datuma POD u slučaju hemikalije smole i kapsule smole; i (ii) u svim ostalim slučajevima, sedam (7) dana od datuma POD; i (b) ako Kupac ne obavesti Sandvik u tom vremenskom periodu, smatra se da je Kupac prihvatio Robu bezuslovno.
- 7.3. Stranke su saglasne da: (a) Kupac mora pismenim putem obavestiti Sandvik o netačnoj isporuci Robe u roku od dvadeset i jednog (21) dana od datuma POD; i (b) ako Kupac ne obavesti Sandvik u tom vremenskom periodu, smatra se da je Kupac prihvatio Robu bezuslovno.
- 7.4. Sandvik je saglasan da će, u skladu sa Klauzulom 7.3: (a) kupoprodajna cena za svu Robu koja je pogrešno isporučena Kupcu na osnovu Ugovora biti refundirana ili kreditirana u celosti; i (b) gde se primenjuje klauzula 7.4(a), troškovi transporta do primajućeg Sandvik određenog skladišta biće na Sandvikov račun.
- 8. Roba – Povraćaj Robe na koju ne utiču nedostaci**
- 8.1. Kupac potvrđuje i saglasan je da: (a) vraćanje Robe na koju ne utiču nedostaci biće prihvaćeno samo nakon Sandvik-ovog prethodnog pismenog sporazuma; (b) sva Roba prihvaćena kao povraćaj podleže naplati rukovanja; i (c) Robom pogodnom defektima će se rukovati u skladu sa Klauzulom 11 (*Sandvik Garancija*).
- 8.2. U skladu sa klauzulama 8.1 (iznad) i 18 (*Odgovornost*) i osim kako je navedeno u klauzulama 7.2 i 7.3, sledeći uslovi se primenjuju na svu Robu koju Kupac želi da vrati: (a) Kupac mora da obavesti Sandvik o svojoj nameri da vrati Robu pre isteka sedam (7) dana od (uključujući) datuma POD (nakon kog obaveštenja, Sandvik će generisati Povratno Obaveštenje); (b) Kupac mora da obezbedi da je Roba primljena u Sandvikovo određeno skladište pre isteka četrnaest (14) dana od (uključujući) datuma Povratnog Obaveštenja; i (c) nepovratne stavke (bez obzira na druge kriterijume) obuhvataju: (i) zaptivke; (ii) pečati; (iii) pojasevi; (iv) creva; (v) otvorene komplete; (vi) Roba napravljena po narudžbini; (vii) robu koja nije Sandvik-ova; i (viii) staklo.

- 8.3. The Purchaser acknowledges and agrees that, to the fullest extent permissible under applicable Law, Sandvik shall not: (a) be liable; or (b) accept any risk or responsibility, for returned Goods unless and until Sandvik has accepted the return through generation and delivery of the Return Note and in accordance with Clause 8.4.
- 8.4. The Purchaser acknowledges and agrees that: (a) the Return Note shall constitute Sandvik's preliminary approval for the return of the Goods; and (b) full and final acceptance of the return is at Sandvik's sole discretion and subject to the following conditions: (i) a copy of the Return Note must accompany the Goods; (ii) the returning Goods will be subject to a visual and technical inspection upon their receipt at Sandvik's designated warehouse; (iii) returned Goods must be: (A) undamaged; (B) in their original packaging (where applicable); and (C) re-saleable as new; and (iv) the Goods must not have been fitted or otherwise used in any manner.
- 8.5. The Purchaser acknowledges and agrees that: (a) Goods rejected by Sandvik's receiving warehouse due to a non-compliance with the conditions specified in Clause 8.4 will be held by Sandvik pending instructions from the Purchaser; and (b) Goods that have been rejected by Sandvik and which have not been collected by the Purchaser will be disposed of if not collected by the Purchaser before the expiry of three (3) months from (and including) the date that Sandvik received the Goods to its designated warehouse.
- 8.6. The parties agree that, where Sandvik accepts the return of Goods, if the Goods are returned: (a) before the expiry of fourteen (14) Days from (and including) the date of the Return Note, but not later than thirty (30) Days from (and including) the date of the POD, the Purchaser shall be entitled to receive full credit for the invoiced value of the Goods in question; or (b) later than thirty (30) Days from (and including) the date of the POD, the Purchaser shall not be entitled to receive credit for the invoiced value of the Goods in question.
- 8.7. The parties agree that, in all cases, freight costs to Sandvik's designated warehouse are for the Purchaser's account.

9. Price and payment

- 9.1. **Incoterms:** Unless otherwise specified in the Contract, all prices are quoted "Ex Works" (as per Incoterms 2020) and do not include freight, insurance, VAT, other taxes, customs, or excise levies or duties (or similar).
- 9.2. **Variations to an Order prior to delivery:** The Purchaser acknowledges and agrees that: (a) if variations should occur prior to delivery, the price may be amended by Sandvik; (b) if the Purchaser requests a variation to the Order before: (i) delivery of the Goods; or (ii) performance of the Services or Digital Services, Sandvik may, at its discretion accept or reject such request; (c) where an Order is varied, the price of the Order will increase or decrease (as the case requires) by an amount agreed between the parties or, failing such agreement, by an amount determined by Sandvik acting reasonably; and (d) where the amount is to be determined by Sandvik, Sandvik will calculate the amount by reference to Sandvik's then current price list, costs, expenses, losses, and damages suffered, off-site overheads, profit and such other reasonable rates and charges in connection with the variation.
- 9.3. **Taxation:** The parties agree that, with respect to VAT or other applicable taxation: (a) prices are quoted on a VAT-exclusive basis; (b) if in any jurisdiction VAT is payable by Sandvik to a tax authority in relation to the supply of the Goods, Services, or Digital Services, an amount equal to such VAT will be calculated and charged to the Purchaser as an additional amount; (c) to the extent that a payment to a party under or in connection with the Contract is calculated by reference to, or as a specified percentage of, another amount or revenue stream, that payment shall be calculated by reference to, or as a specified percentage of, the amount or revenue stream exclusive of VAT; (d) in addition to and without limiting the above, where a sale of Goods is treated as not subject to VAT on the basis that the Purchaser or its freight forwarder will move the Goods from one country to another country, the Purchaser will provide to Sandvik,

- 8.3. Kupac potvrđuje i saglasan je da, u najvećoj meri dozvoljenoj prema merodavnom pravu, Sandvik neće: (a) biti odgovoran; ili (b) prihvatiti bilo kakav rizik ili odgovornost, za vraćenu Robu osim ako i dok Sandvik ne prihvati povraćaj kroz generisanje i isporuku Povratnog Obaveštenja i u skladu sa Klauzulom 8.4.
- 8.4. Kupac potvrđuje i slaže se da: (a) Povratno Obaveštenje predstavlja Sandvikovo preliminarno odobrenje za povraćaj Robe; i (b) potpuno i konačno prihvatanje povraćaja je po sopstvenom nađenju Sandvik-a i pod sledećim uslovima: (i) kopija Povratnog Obaveštenja mora da prati Robu; (ii) Roba koja se vraća će biti podvrgnuta vizuelnom i tehničkom pregledu po prijemu u Sandvikovom određenom skladištu; (iii) vraćena Roba mora biti: (A) neoštećena; (B) u originalnom pakovanju (gde je primenljivo); i (C) ponovo prodajna kao nova; i (iv) Roba ne sme biti montirana ili na drugi način korišćena na bilo koji način.
- 8.5. Kupac potvrđuje i saglasan je da: (a) Robu koju je Sandvikovo skladište za prijem odbacilo zbog neusaglašenosti sa uslovima navedenim u Klauzuli 8.4, Sandvik će držati čekajući instrukcije Kupca; i (b) Roba koju je Sandvik odbio i koju Kupac nije prikupio biće uklonjena ako je Kupac ne preuzme pre isteka tri (3) meseca od (uključujući) datuma kada je Sandvik primio Robu u svoje određeno skladište.
- 8.6. Stranke su saglasne da, kada Sandvik prihvata povraćaj Robe, ako je Roba vraćena: (a) pre isteka četrnaest (14) dana od (uključujući) datuma Povratnog Obaveštenja, ali najkasnije trideset (30) dana od (uključujući) datum POD-a, Kupac će imati pravo da dobije puni kredit za fakturisano vrednost predmetne Robe; ili (b) kasnije od trideset (30) dana od (uključujući) datum POD-a, Kupac neće imati pravo da dobije kredit za fakturisano vrednost predmetne Robe.
- 8.7. Stranke su saglasne da, u svim slučajevima, troškovi transporta do Sandvikovog određenog skladišta padaju na račun Kupca.

9. Cena i Plaćanje

- 9.1. **Incoterms:** Osim ako drugačije nije navedeno u Ugovoru, sve cene su navedene „Ex Works“ (prema Incoterms 2020) i ne uključuju vozarine, osiguranje, PDV, druge poreze, carine ili akcize ili dažbine (ili slično).
- 9.2. **Varijacije Porudžbine pre isporuke:** Kupac prihvata i slaže se da: (a) ako dođe do varijacija pre isporuke, Sandvik može izmeniti cenu; (b) ako Kupac zahteva izmenu Porudžbine pre: (i) isporuke Robe; ili (ii) obavljanje Usluga ili Digitalnih usluga, Sandvik može, prema sopstvenom nađenju, prihvatiti ili odbiti takav zahtev; (c) kada se Porudžbina menja, cena Porudžbine će se povećati ili smanjiti (u zavisnosti od slučaja) za iznos dogovoren između strana ili, u slučaju neuspeha takvog sporazuma, za iznos koji Sandvik odredi razumno; i (d) kada iznos treba da odredi Sandvik, Sandvik će izračunati iznos pozivajući se na Sandvikovo tada aktuelni cenovnik, troškove, gubitke i pretrpljene štete, režijske troškove van lokacije, profit i slično druge razumne stope i naknade u vezi sa promenom.
- 9.3. **Oporezivanje:** Strane su saglasne da, u pogledu PDV-a ili drugog primenljivog oporezivanja: (a) cene su navedene na osnovi bez PDV-a; (b) ako Sandvik u bilo kojoj jurisdikciji plaća PDV poreskoj vlasti u vezi sa isporukom dobara, usluga ili digitalnih usluga, iznos jednak tom PDV-u će biti izračunat i naplaćen Kupcu kao dodatni iznos; (c) u meri u kojoj se isplata strani po ili u vezi sa Ugovorom izračunava na osnovu ili kao određeni procenat od drugog iznosa ili toka prihoda, to plaćanje će se izračunati na osnovu pozivanja ili kao određeni procenat, iznos ili tok prihoda bez PDV-a; (d) pored i bez ograničenja gore navedenog, kada se prodaja Robe tretira kao neoporeziv PDV na osnovu toga što će Kupac ili njegov špediter premestiti Robu iz jedne zemlje u drugu zemlju, Kupac će obezbediti Sandvik-u, na njegov zahtev, svu dokumentaciju u vezi sa transportom i (ako je primenljivo) carinsku dokumentaciju za demonstraciju prekograničnog kretanja Robe; (e) ako Kupac ne dostavi

upon request, all transport related documentation and (if applicable) customs documentation to demonstrate the cross-border movement of the Goods; (e) if the Purchaser fails to provide the requested documentation within the period of time requested, or the documentation is not of the standard required by the relevant tax authority, or the documentation indicates that: (i) the Goods were not moved cross-border and/or (ii) the Goods were not moved cross-border within the period of time required by law or tax authority practice; and/or (iii) the Goods were moved by a party other than the Purchaser or its freight forwarder without the written approval of Sandvik, the Purchaser will pay to Sandvik an amount equal to any VAT for which Sandvik is required to account to a tax authority in accordance with the operation of Clause 9.3(b) together with any penalties and interest imposed on Sandvik by a tax authority in relation to that supply of Goods; and (f) this Clause 9.3 will continue to apply after expiry or termination of the Contract.

- 9.4. **Invoicing and payment:** The Purchaser agrees that: (a) unless otherwise specified in the Contract, Sandvik will invoice the Purchaser for the Amount Payable upon delivery of the Goods, Services, or Digital Services (as the case may be); (b) the Purchaser will pay the Amount Payable (in full and without set off, withholding, or deduction) on or before the expiry of the Due Date; (c) if any Amount Payable is not paid by the Due Date, Sandvik shall be entitled to charge and recover interest at the rate of 1.5% per month or part thereof on the Amount Payable overdue for the period between the Due Date until payment is made in full; (d) payment received from the Purchaser is valid once honoured or funds are cleared; (e) it shall indemnify (and keep indemnified) Sandvik against any costs incurred by Sandvik in connection with the Purchaser's failure to pay the Amount Payable before the expiry of the Due Date (including legal fees on an attorney and own client scale, collection charges, and debt collection agency fees) on a full indemnity basis.
- 9.5. **Failure to pay the Amounts Payable:** Without prejudice to Sandvik's other rights or remedies available under the Contract (including under Clause 9.4), Sandvik: (a) may without prior notice to the Purchaser suspend or terminate: (i) the supply of Goods, Services, or Digital Services; and (ii) the grant of any rights or licences with respect to the Goods, Services, or Digital Services, where any Amount Payable is or remain(s) unpaid after the Due Date; and (b) shall be entitled to recover from the Purchaser all reasonably incurred costs and losses arising from suspension or termination.

10. Goods - Retention of Title

- 10.1. The title in any Goods sold and delivered by Sandvik to the Purchaser shall not pass to the Purchaser until the total Amount Payable for the Goods under the Contract (plus all accrued interest (if any) payable under Clause 9) has been paid in full.
- 10.2. Until title in any Goods sold and delivered by Sandvik has passed to the Purchaser in accordance with Clause 10.1, the Purchaser shall: (a) keep those Goods separated and non-affixed from any other goods of the Purchaser so that they remain readily identifiable as Sandvik's property; (b) maintain the Goods in satisfactory condition; (c) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods; and (d) notify any landlord of any premises leased by the Purchaser where the Goods are stored that the Goods are Sandvik's property.
- 10.3. In addition to all other rights which Sandvik has under the Contract or applicable Laws, Sandvik will be entitled to enter the premises of the Purchaser (including leased premises) at any time (to the extent permissible by Law) to recover possession of the Goods that are subject to Clause 10.1.
- 10.4. The parties agree that, where Sandvik enters the premises of the Purchaser to take possession of the Goods and it is not possible to identify which goods are Goods owned by Sandvik but are in the possession of the Purchaser, the Goods will be deemed sold to the Purchaser in the same sequence that the Purchaser took delivery of the Goods.

traženu dokumentaciju u traženom roku, ili dokumentacija nije u skladu sa standardom koji zahteva relevantni poreski organ, ili dokumentacija pokazuje da: (i) Roba nije premeštena preko granica i/ili (ii) Roba nije premeštena preko granice u vremenskom periodu propisanom zakonom ili praksom poreskih organa; i/ili (iii) je Robu premestila strana koja nije Kupac ili njegov špediter bez pismenog odobrenja Sandvik-a, Kupac će platiti Sandviku iznos jednak svakom PDV-u za koji Sandvik mora da obračuna poreskom organu u skladu sa delovanjem Klausule 9.3(b) zajedno sa svim kaznama i kamatama koje je Sandvik nametnuo poreski organ u vezi sa tom isporukom Robe; i (f) ova klauzula 9.3 će nastaviti da se primenjuje nakon isteka ili raskida Ugovora.

- 9.4. **Fakturisanje i plaćanje:** Kupac je saglasan da: (a) osim ako drugačije nije navedeno u Ugovoru, Sandvik će Kupcu fakturisati Iznos za plaćanje po isporuci Robe, Usluga ili Digitalnih usluga (u zavisnosti od slučaja); (b) Kupac će platiti Iznos za plaćanje (u celosti i bez prebijanja, zadržavanja ili odbitka) na ili pre isteka Datuma Dospuća; (c) ako bilo koji Iznos za plaćanje ne bude plaćen do Datuma Dospuća, Sandvik će imati pravo da naplati i povрати kamatu po stopi od 1,5% mesečno ili deo toga na Iznos za plaćanje koji je dospelo u roku od perioda između Datuma Dospuća do isplate u celosti; (d) uplata primljena od Kupca je važeća kada se isplate ili se sredstva pomire; (e) obeštetiće (i držati obeštćenim) Sandvik od svih troškova koje je Sandvik napravio u vezi sa neuspehom Kupca da plati Iznos za plaćanje pre isteka Datuma Dospuća (uključujući pravne troškove advokata i sopstvenog klijenta, troškove naplate, i naknade agencije za naplatu dugova) na osnovu pune odštete.
- 9.5. **Popuštanje plaćanja Iznosa za plaćanje:** Ne dovodeći u pitanje druga prava ili pravne lekove kompanije Sandvik na raspolaganju po Ugovoru (uključujući i tačku 9.4), Sandvik: (a) može bez prethodnog obaveštenja Kupcu da suspenduje ili raskine: (i) snabdevanje Robom, Uslugama ili Digitalnim Uslugama; i (ii) dodelu bilo kakvih prava ili licenci u vezi sa Robom, Uslugama ili Digitalnim uslugama, gde bilo koji Iznos za plaćanje je ili ostaje neplaćen nakon Datuma Dospuća; i (b) imaće pravo da nadoknadi od Kupca sve razumno nastale troškove i gubitke koji proističu iz suspenzije ili raskida.

10. Roba – Zadržavanje prava svojine

- 10.1. Svojina nad bilo kojom Robom koju je Sandvik prodao i predao Kupcu neće preći na Kupca sve dok ukupan Iznos za plaćanje za Robu (plus sve obračunate kamate (ako ih ima) koje se plaćaju u skladu sa Klausulom 9) ne bude u potpunosti isplaćene.
- 10.2. Dok pravo svojine nad bilo kojom Robom koju proda i isporuči Sandvik ne pređe na Kupca u skladu sa klauzulom 10.1, Kupac će: (a) držati tu Robu odvojenu i nepovezanu sa bilo kojom drugom robom Kupca tako da da ostaju lako identifikovani kao Sandvikova svojina; (b) održava Robu u zadovoljavajućem stanju; (c) ne uklanjaju, narušavaju ili prikriju bilo koju identifikacionu oznaku ili pakovanje na ili u vezi sa Robom; i (d) obavestiti bilo kog zakupodavca o svim prostorijama koje je Kupac zakupio u kojima se Roba skladišti da je Roba vlasništvo Sandvika.
- 10.3. Pored svih drugih prava koja Sandvik ima prema Ugovoru ili merodavnom pravu, Sandvik će imati pravo da uđe u prostorije Kupca (uključujući iznajmljene prostorije) u bilo koje vreme (u meri dozvoljenoj zakonom) da povрати posed robe koja je predmet Klausule 10.1.
- 10.4. Stranke su saglasne da, kada Sandvik uđe u prostorije Kupca da preuzme Robu i nije moguće identifikovati koja je roba u vlasništvu Sandvik-a, ali je u posedu Kupca, smatraće se Roba prodatom Kupcu istim redosledom kojim je Kupac preuzeo robu.

- 10.5. If the quantity of the Goods exceeds the amount owing, Sandvik will be entitled to determine which of the Goods it claims ownership in.
- 10.6. The Purchaser shall: (a) keep the Goods adequately insured against all risks (for goods of that kind) from the point in time that risk in the Goods passes to the Purchaser under Clause 5.1 and until the point in time in which legal title to the Goods passes to the Purchaser under Clause 10.1; and (b) if requested by Sandvik, provide Sandvik with a copy of the relevant insurance policies promptly and without delay.
- 10.7. Without limiting any other of Sandvik's rights or remedies, if, before title to the Goods passes to the Purchaser under Clause 10.1, the Purchaser becomes subject to an Insolvency Event then: (a) the Purchaser's right to re-sell the Goods or use them in the ordinary course of the Purchaser's business shall cease immediately; and (b) Sandvik may at any time: (i) require the Purchaser to deliver up all Goods in its possession that have not been re-sold or irrevocably incorporated into another product; and (ii) if the Purchaser fails to comply with Clause 10.7(b)(i), enter any premises of the Purchaser (or of any third party where the Goods are stored) in order to recover them.

11. Goods - Sandvik Warranty

- 11.1. The parties agree that the Sandvik Warranty applicable at the date of Order Acceptance shall: (a) if within the scope of the Sandvik Warranty, apply to the Goods supplied by Sandvik; and (b) at the Purchaser's request, be provided or made available to the Purchaser at the time of the Contract.
- 11.2. To the extent that the Sandvik Warranty does not apply to the Goods and subject to Clause 11.4, Sandvik warrants that the Goods supplied (which, for the avoidance of doubt, excludes commissioning of the Goods) shall, under proper use, be free from defects in materials and workmanship and substantially conform to the Contract for a period of three (3) months (or two (2) months in the case of chemical resins and resin capsules) from (and including) the Delivery Date.
- 11.3. For the purposes of Clause 11.2: (a) "proper use" means installation, commissioning, operation and maintenance in accordance with Sandvik's relevant documentation; and (b) "defects" means any defect or omission in materials or workmanship and any nonconformity with the specifications for the Goods agreed in the Contract (excluding trivial or immaterial defects not affecting functionality or use).
- 11.4. In no event does Sandvik give any warranty to parts or components manufactured and/or supplied by any third party, unless otherwise agreed in the Contract.
- 11.5. To the fullest extent permissible under applicable Law: (a) the warranties given in the Sandvik Warranty and in Clause 11.2 are in lieu of all other warranties or conditions express, implied or statutory, including warranties of satisfactory quality and fitness for a particular purpose and any remedies for consequential or other loss against a manufacturer of the Goods; and (b) no other warranties express or implied are given unless they are expressly given by Sandvik in writing.
- 11.6. Subject to Clause 18.1 (*Liability*), Sandvik's obligations under this Clause 11 shall be limited (at Sandvik's option): (a) as described in the Sandvik Warranty; and (b) in all other cases, to making good by repair, replacement, or refund of any Goods in which any defect appears.
- 11.7. Any warranty claim must be notified in writing by the Purchaser to Sandvik within the applicable warranty period.

12. Services

- 12.1. Subject to Clause 12.4, Sandvik shall perform the Services: (a) using reasonable skill and care; (b) substantially in accordance with the Service descriptions (if any) specified in the Contract; (c) in accordance with all applicable Laws that bind Sandvik as a provider

- 10.5. Ukoliko količina Robe premašuje iznos koji duguje, Sandvik će imati pravo da odredi na kojoj Robi polaže pravo na vlasništvo.
- 10.6. Kupac će: (a) držati Robu adekvatno osiguranom protiv svih rizika (za robu te vrste) od trenutka kada rizik u Robi pređe na Kupca prema Klausuli 5.1 i do trenutka u kojem zakonsko pravo na Robu prelazi na Kupca prema klausuli 10.1; i (b) ako to zatraži Sandvik, dostavi Sandvik-u kopiju relevantnih polisa osiguranja odmah i bez odlaganja.
- 10.7. Bez ograničavanja bilo kog drugog Sandvikovog prava ili pravnog leka, ako, pre nego što vlasništvo nad Robom pređe na Kupca u skladu sa klausulom 10.1, nastupi Slučaj Insolventnosti na strani Kupca, tada: (a) pravo Kupca da proda Robu ili je koristiti u redovnom toku poslovanja će odmah prestati; i (b) Sandvik može u bilo kom trenutku: (i) zahtevati od Kupca da isporuči svu Robu u njegovom posedu koja nije prodana ili neopozivo ugrađena u drugi proizvod; i (ii) ako Kupac ne ispoštuje Klausulu 10.7(b)(i), uđe u bilo koje prostorije Kupca (ili bilo koje treće strane u kojoj se Roba skladišti) kako bi ih povratio.

11. Roba – Sandvik Garancija

- 11.1. Stranke su saglasne da će se Sandvik Garancija koja se primenjuje na datum Prihvatanja Porudžbine: (a) ako je u okviru Sandvik Garancije, primenjivati na Robu koju isporučuje Sandvik; i (b) na zahtev Kupca, biti dostavljen ili stavljen na raspolaganje Kupcu u vreme Ugovora.
- 11.2. U meri u kojoj se Sandvik Garancija ne primenjuje na Robu i u skladu sa Klausulom 11.4, Sandvik garantuje da će isporučena Roba (što, radi izbegavanja sumnje, isključuje puštanje u rad Robe), pod pravilnom upotrebom, biti bez grešaka u materijalima i izradi i suštinski u skladu sa Ugovorom u periodu od tri (3) meseca (ili dva (2) meseca u slučaju hemijskih smola i kapsula smole) od (uključujući) Datuma Isporuke .
- 11.3. Za potrebe Klausule 11.2: (a) „pravilna upotreba“ znači instalaciju, puštanje u rad, operisanje i održavanje u skladu sa Sandvik-ovom relevantnom dokumentacijom; i (b) „nedostaci“ označavaju svaki nedostatak ili propust u materijalu ili izradi i bilo kakvu nesaobraznost sa specifikacijama za Robu dogovorenim u Ugovoru (isključujući trivijalne ili nematerijalne nedostatke koji ne utiču na funkcionalnost ili upotrebu).
- 11.4. Sandvik ni u kom slučaju ne daje nikakvu garanciju na delove ili komponente koje je proizvela i/ili isporučila bilo koja treća strana, osim ako je drugačije dogovoreno u Ugovoru.
- 11.5. U najvećoj meri dozvoljenoj prema merodavnom pravu: (a) garancije date u Sandvik Garanciji i u Klausuli 11.2. važe umesto svih drugih garancija ili uslova izričitih, podrazumevanih ili zakonskih, uključujući garancije zadovoljavajućeg kvaliteta i podobnost za određenu svrhu i bilo koji pravni lek za posledični ili drugi gubitak prema proizvođaču Robe; i (b) nisu date nikakve druge garancije izričite ili implicirane osim ako ih Sandvik nije izričito dao u pisanoj formi.
- 11.6. U skladu sa Klausulom 18.1 (*Odgovornost*), obaveze Sandvik-a prema ovoj Klausuli 11 biće ograničene (po Sandvikovoj opciji): (a) kako je opisano u Sandvik Garanciji; i (b) u svim drugim slučajevima, popravkom, zamenom ili povraćajem bilo koje Robe u kojoj se pojavi bilo kakav nedostatak.
- 11.7. Kupac mora u pisanoj formi da obavesti Sandvik o svakom potraživanju garancije u okviru važećeg garantnog roka.

12. Usluge

- 12.1. U skladu sa Klausulom 12.4, Sandvik će pružati Usluge: (a) koristeći razumnu veštinu i pažnju; (b) suštinski u skladu sa opisima Usluga (ako ih ima) navedenim u Ugovoru; (c) u skladu sa merodavnim pravom koji obavezuju Sandvik kao pružaoca usluga; i (d) korišćenjem razumnih

of the Services; and (d) using reasonable endeavours to meet the performance dates specified in the Contract provided that the Purchaser acknowledges and agrees that, unless expressly agreed otherwise in the Contract: (i) any such dates will be estimates only; and (ii) time shall not be of the essence of the Contract.

- 12.2. The Purchaser shall, in connection with the Services: (a) perform its obligations under the Contract (including, in particular, Clause 22 (*Unsafe conditions and applicable Laws*)); (b) obtain and maintain all necessary licences, consents, and permissions necessary for it to provide or make available the Purchaser's materials and facilities to Sandvik; (c) provide, for Sandvik, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Purchaser's premises, office accommodation, and other facilities as reasonably requested by Sandvik from time to time; (d) provide Sandvik with, in a timely manner, all reasonably requested assistance and materials requested by Sandvik in connection with the Services; (e) inform Sandvik of all health and safety and security requirements that apply to the Purchaser's premises; (f) use the latest end-point security and versions of anti-virus definitions and software available from an industry accepted anti-virus software provider in respect of its computer systems, technology and network infrastructure that Sandvik is required to use in connection with the Services or which connect to Sandvik's own systems; (g) perform any other responsibilities (as specified in the Quote, Order Acceptance, or elsewhere in the Contract); and (h) use the Goods and any outputs or deliverables arising from the Services in accordance with Sandvik's documented instructions, together, the "**Purchaser Obligations**".
- 12.3. To the fullest extent permitted by applicable Law and except to the extent expressly set out in Clause 12.1: (a) Sandvik does not give any warranties, representations, or other commitments to the Purchaser with respect to the Services; and (b) all other warranties, conditions, representations, and terms (whether written or oral, express or implied by statute, common law, custom, trade usage, course of dealing or otherwise, including as to satisfactory quality, fitness for a particular purpose or use, accuracy, adequacy, completeness or timeliness) are expressly excluded.
- 12.4. Sandvik will not be in breach of the Contract and, subject to Clause 18.1 (*Liability*), will have no liability to the Purchaser (whether in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty, or otherwise) arising under or in connection with the Contract for any loss or damage arising from any failure by Sandvik (or its personnel) to perform any obligations under the Contract if, and to the extent, such failure: (a) results from a failure by the Purchaser (or its personnel) to perform a Purchaser Obligation; (b) is caused by any other act, omission, or default of the Purchaser (or its personnel) in the performance of a Purchaser Obligation; or (c) Sandvik following the Purchaser's designs, specifications, or instructions.
- 12.5. In the event of any failure by the Purchaser (or its personnel) to perform a Purchaser Obligation, Sandvik may, and without prejudice to any other right or remedy available to it, equitably adjust: (a) the estimated due date for the delivery of the Services (including any deliverable) or Goods; and (b) any other timetable for delivery agreed between the parties from time to time.

13. Intellectual Property Rights

- 13.1. Sandvik (or its licensors): (a) is and will remain the owner of the Sandvik IPR; and (b) may freely incorporate into the Sandvik IPR any feedback or suggested improvements provided by, or on behalf of, the Purchaser.
- 13.2. Except as expressly stated in the Contract, the Purchaser shall have no right or interest in the Sandvik IPR.

Licence to use Project IPR

napora da se ispune datumi izvršenja navedeni u Ugovoru pod uslovom da Kupac priznaje i saglasan je da, osim ako je drugačije ugovoreno u Ugovoru: (i) svi takvi datumi će biti samo procenjeni; i (ii) vreme neće biti od suštine Ugovora.

- 12.2. Kupac će, u vezi sa Uslugama: (a) izvršavati svoje obaveze prema Ugovoru (uključujući, posebno, Klauzulu 22 (Nebezbedni uslovi i primenljivi zakoni)); (b) pribaviti i održavati sve potrebne licence, saglasnosti i dozvole neophodne da obezbedi ili stavi na raspolaganje materijale i objekte Kupca Sandviku; (c) obezbediti, za Sandvik, svoje agente, podizvođače, konsultante i zaposlene, blagovremeno i bez naknade, pristup prostorijama Kupca, kancelarijskom smeštaju i drugim objektima koje Sandvik razumno zahteva s vremena na vreme; (d) obezbediti Sandvik-u, blagovremeno, svu razumno traženu pomoć i materijale koje je Sandvik zatražio u vezi sa Uslugama; (e) obavestiti Sandvik o svim zdravstvenim i bezbednosnim zahtevima koji se primenjuju na prostorije Kupca; (f) koristiti najnoviju end-point bezbednost i verzije antivirusnih definicija i softvera dostupne od industrijski prihvaćenog dobavljača antivirusnog softvera u pogledu svojih računarskih sistema, tehnologije i mrežne infrastrukture koju Sandvik mora da koristi u vezi sa Usluga ili koje se povezuju na Sandvik sopstvene sisteme; (g) obavljati sve druge obaveze (kao što je navedeno u Ponudi, Prihvatanju Porudžbine ili negde drugde u Ugovoru); i (h) koristiti Robu i sve rezultate ili rezultate koji proizilaze iz Usluga u skladu sa Sandvikovim dokumentovanim uputstvima, zajedno, „**Obaveze Kupca**“.
- 12.3. U najvećoj meri dozvoljenoj merodavnim pravom i osim u meri koja je izričito navedena u Klauzuli 12.1: (a) Sandvik ne daje nikakve garancije, izjave ili druge obaveze Kupcu u vezi sa Uslugama; i (b) sve druge garancije, uslove, izjave i odredbe (bilo da su pismene ili usmene, izričite ili implicirane statutom, običajnim pravom, običajima, trgovinskom upotrebom, tokom poslovanja ili na drugi način, uključujući zadovoljavajući kvalitet, podobnost za određenu namenu ili upotrebu, tačnost, adekvatnost, potpunost ili blagovremenost) su izričito isključene.
- 12.4. Sandvik neće prekršiti Ugovor i, u skladu sa klauzulom 18.1 (*Odgovornost*), neće imati nikakvu odgovornost prema Kupcu (bilo po ugovoru (uključujući bilo kakvu odštetu ili garanciju), u deliktu (uključujući nenepažnju), za kršenje zakonske obaveze ili na neki drugi način) koji proizilaze iz ili u vezi sa Ugovorom za bilo kakav gubitak ili štetu koja proističe iz bilo kakvog neuspeha Sandvik-a (ili njegovog osoblja) da izvrši bilo koju obavezu iz Ugovora ako, i u meri u kojoj, takav neuspeh: (a) rezultat je propusta Kupca (ili njegovog osoblja) da izvrši Obavezu Kupca; (b) uzrokovan je bilo kojim drugim činom, propustom ili neizvršenim obavezama Kupca (ili njegovog osoblja) u izvršavanju Obaveze Kupca; ili (c) Sandvik sledi dizajn, specifikacije ili uputstva Kupca.
- 12.5. U slučaju bilo kakvog neuspeha Kupca (ili njegovog osoblja) da izvrši Obavezu Kupca, Sandvik može, i ne dovodeći u pitanje bilo koje drugo pravo ili pravni lek koji mu je na raspolaganju, da pravično prilagodi: (a) procenjeni rok za isporuku Usluga (uključujući sve isporučene) ili Robe; i (b) bilo koji drugi raspored isporuke dogovoren između strana s vremena na vreme.

13. Prava Intelektualne Svojine

- 13.1. Sandvik (ili njegovi davaoci licence): (a) jeste i ostaće vlasnik Sandvik IPR; i (b) može slobodno da uključi u Sandvik IPR sve povratne informacije ili predložena poboljšanja koje je dostavio Kupac, ili neko u njegovo ime.
- 13.2. Osim kako je izričito navedeno u Ugovoru, Kupac neće imati pravo ili interes u Sandvik IPR.

Licenca za korišćenje IPR Projekta

- 13.3. Upon Order Acceptance and, subject to the full payment of the Amount Payable for the relevant Goods or Services, Sandvik grants the Purchaser a non-exclusive, non-transferable, non-assignable, non-sub-licensable licence to use the Project IPR (which shall exclude the Digital Services), strictly limited to the extent necessary for installing, and operating the Goods originally delivered by Sandvik, in accordance with manuals and use instructions supplied by Sandvik, and for receiving the Services and for no other purposes whatsoever.
- 13.4. Unless expressly agreed otherwise between the parties in writing, the limited licence described in Clause 13.3 shall continue unless terminated in accordance with these ToS.
- 13.5. Nothing in the Contract permits the Purchaser to copy, reproduce, modify, adapt, alter, translate, reverse engineer, 3D copy/print, or create derivative works from any Goods or Services or of the Sandvik IPR, in whole or in part, without Sandvik's prior written consent.
- 13.6. If the Purchaser uses any of the Sandvik IPR in breach of the Contract, Sandvik may immediately terminate or revoke such rights, in whole or in part in its sole discretion.

Licence to use the Digital Service

- 13.7. The Purchaser shall be permitted to use the Digital Service and Software as described in Clause 17 (*Software*) or otherwise as described in the separate terms of use applicable to the relevant Digital Services provided or made available to the Purchaser by Sandvik in advance of the Digital Services.

General

- 13.8. The Purchaser acknowledges and agrees that the Goods, Services, and Digital Services comprise commercially valuable, proprietary assets and trade secrets of Sandvik or its licensors, the design and development of which reflect the effort of skilled developers and the investment of considerable time and money by or on behalf of Sandvik.
- 13.9. If (at any time): (a) through use of the Goods, Services, or Digital Services; (b) by operation of applicable Law; or (c) otherwise, the Purchaser comes to own Intellectual Property Rights in the Sandvik IPR then the Purchaser shall (promptly on Sandvik's request and without delay) assign (or procure the assignment of) such Intellectual Property Rights to Sandvik and, to the extent permitted by applicable Law, waive (or procure the waiver of) all moral rights (and analogous rights) worldwide in connection with such Intellectual Property Rights.

14. IPR Indemnity

- 14.1. Subject to Clauses 14.2, 14.3, 14.4, 14.5 and 18 Sandvik shall indemnify the Purchaser against any claim made against the Purchaser by a third party to the extent that such claim alleges that the Purchaser's use of the Goods, Digital Services, or Services (excluding, in each case, any third party products or components) in accordance with the Contract infringes any Intellectual Property Rights belonging to that third party (the "**Sandvik Indemnity**").
- 14.2. The Sandvik Indemnity: (a) applies only to loss or damage that is: (i) awarded to the third party and against the Purchaser by a court or other body having competent jurisdiction over the indemnified claim; or (ii) agreed by Sandvik to be paid to the third party in settlement of the indemnified claim; (b) is subject to: (i) the Purchaser giving Sandvik prompt notice of the indemnified claim (and in any event ensuring that notice is given within five (5) Days of the Purchaser becoming aware of, or being notified of, the indemnified claim); (ii) the Purchaser providing reasonable co-operation to Sandvik in the defence and settlement of the indemnified claim; (iii) the Purchaser taking all reasonable and timely action necessary to mitigate all loss, damage, costs, and expenses incurred by the Purchaser as a result of the indemnified claim (including taking such reasonable actions as Sandvik may request to avoid, dispute, resist, appeal, compromise, or defend any such indemnified claim); and (iv) Sandvik being given sole authority to defend and settle the indemnified claim.
- 14.3. In the defence or settlement of any claim to which the Sandvik Indemnity applies, Sandvik may: (a) procure a right for the Purchaser

- 13.3. Nakon Prihvatanja Porudžbine i pod uslovom pune isplate Iznosa za plaćanje za relevantnu Robu ili Usluge, Sandvik daje Kupcu neekskluzivnu, neprenosivu, ne-podlicencnu licencu za korišćenje prava intelektualne svojine na IPR Projekta (isključujući Digitalne usluge), striktno ograničena u obimu neophodnom za instaliranje i rad Robe koju je prvobitno isporučio Sandvik, u skladu sa priručnicima i uputstvima za upotrebu koje je obezbedio Sandvik, i za primanje Usluga i ni u kakve druge svrhe.
- 13.4. Osim ako se strane izričito ne dogovore drugačije u pisanoj formi, ograničena licenca opisana u Klauzuli 13.3 će se nastaviti osim ako se ne prekine u skladu sa ovim ToS.
- 13.5. Ništa u Ugovoru ne dozvoljava Kupcu da kopira, reprodukuje, modifikuje, adaptira, menja, prevodi, vrši reversni inženjering, 3D kopira/štampa, ili kreira izvedena dela od bilo koje Robe ili Usluge ili Sandvik IPR, u u celini ili delimično, bez prethodne pismene saglasnosti kompanije Sandvik.
- 13.6. Ukoliko Kupac koristi bilo koji od Sandvikovih IPR u suprotnosti sa Ugovorom, Sandvik može odmah raskinuti ili opozvati takva prava, u celini ili delimično po sopstvenom nađenju.

Licenca za korišćenje Digitalne usluge

- 13.7. Kupcu će biti dozvoljeno da koristi Digitalnu Uslugu i softver kako je opisano u Klauzuli 17 (*Softver*) ili na drugi način kako je opisano u posebnim uslovima korišćenja koji se primenjuju na relevantne Digitalne Usluge koje se pružaju ili Sandvik stavlja na raspolaganje Kupcu pre Digitalnih Usluga.

Opšte

- 13.8. Kupac priznaje i slaže se da Roba, Usluge i Digitalne Usluge obuhvataju komercijalno vrednu, vlasničku imovinu i poslovne tajne Sandvik-a ili njegovih davalaca licence, čiji dizajn i razvoj odražavaju trud većih programera i ulaganje značajnog vremena i novca od strane ili u ime Sandvik-a.
- 13.9. Ako (u bilo kom trenutku): (a) korišćenjem Robe, Usluge ili Digitalne Usluge; (b) primenom merodavnog prava; ili (c) na drugi način, Kupac postane vlasnik Prava Intelektualne Svojine u Sandvik IPR, tada će Kupac (odmah na Sandvikov zahtev i bez odlaganja) preneti (ili obezbediti ustupanje) takvih Prava Intelektualne Svojine Sandvik u, u meri u kojoj dozvoljeno merodavnim pravom, odreći se (ili obezbediti odricanje od) svih moralnih prava (i analognih prava) širom sveta u vezi sa takvim Pravima Intelektualne Svojine.

14. Obeštećenje IPR

- 14.1. U skladu sa Klauzulama 14.2, 14.3, 14.4, 14.5 i 18 Sandvik će obešteti Kupca od bilo kakvog potraživanja treće strane protiv Kupca u meri u kojoj se u takvom zahtevu navodi da Kupčevo korišćenje Robe, Digitalnih usluga ili Usluga (isključujući, u svakom slučaju, bilo koje proizvode ili komponente treće strane) u skladu sa Ugovorom krši bilo koja Prava Intelektualne Svojine koja pripadaju toj trećoj strani ("**Sandvik Obeštećenje**").
- 14.2. Sandvik Obeštećenje: (a) se primenjuje samo na gubitak ili štetu koja je: (i) dodeljena trećoj strani i protiv Kupca od strane suda ili drugog tela koje je nadležno za taj zahtev; ili (ii) odobren od Sandvika da bude isplaćen trećem licu za namirenje obeštećenog potraživanja; (b) podleže: (i) da Kupac odmah obavesti Sandvik o obeštećenom zahtevu (i u svakom slučaju obezbedi da obaveštenje bude dato u roku od pet (5) dana od dana kada je Kupac saznao ili je obavešten o obeštećenom zahtevu); (ii) da Kupac pruža razumnu saradnju Sandvik u odbrani i rešavanju obeštećenog zahteva; (iii) da Kupac preduzme sve razumne i blagovremene radnje neophodne za ublažavanje svih gubitaka, štete, troškova i izdataka koje je Kupac pretrpeo kao rezultat obeštećenja (uključujući preduzimanje razumnih radnji koje Sandvik može zahtevati da izbegne, ospori, pruži otpor, žalba, kompromis ili odbrana bilo kakvog takvog obeštećenog zahteva); i (iv) Sandvik dobija isključivo ovlašćenje da brani i izmiri obeštećeni zahtev.
- 14.3. U odbrani ili poravnanju bilo kog zahteva na koji se primenjuje Sandvik obeštećenje, Sandvik može: (a) da obezbedi pravo Kupcu da nastavi da

to continue using the infringing material or service; (b) replace or modify the infringing materials or service so that it becomes non-infringing; or (c) if such remedies are not reasonably available, terminate or suspend the Contract on notice to the Purchaser without any additional liability to the Purchaser.

- 14.4. Where Clause 14.3 applies, Sandvik shall provide the Purchaser with a refund of the Amount Payable for the infringing material or service to the extent not delivered or received by the Purchaser.
- 14.5. In no event shall Sandvik, its Affiliates, or their employees, agents, or subcontractors be liable to the Purchaser to the extent that the indemnified claim is based on any one (or more) of the following: (a) a modification of the Goods, Services, or Digital Service (or their outputs) by anyone other than Sandvik or its representatives; (b) an infringing third party component or product; (c) use of materials, documentation, or data provided or made available by the Purchaser; (d) compliance with the Purchaser's instructions, specifications, or other requirements; (e) the Purchaser's use of the Goods, Services, or Digital Service in breach of the Contract; or (f) a breach of a Purchaser Obligation.
- 14.6. The Purchaser shall have no rights or remedies in respect of infringement of any third party Intellectual Property Rights except as expressly set out in this Clause 14.

15. Confidential Information

- 15.1. The Purchaser agrees: (a) to only use Sandvik's Confidential Information to exercise its rights and perform its obligations under or in connection with the Contract; and (b) that any information disclosed by or on behalf of Sandvik is, and remains, Sandvik's property at all times.
- 15.2. Each party undertakes to the other that it shall: (a) not, at any time and except as permitted by Clause 15.3, disclose any Confidential Information belonging to the other to a third party (including information concerning technical solutions or problems or the results of testing, which information shall be construed as Sandvik's Confidential Information); and (b) hold the other party's Confidential Information in confidence using at least the same degree of care (but not less than a reasonable degree of care) to safeguard and prevent disclosure to third parties as it applies to its own information of a similar nature.
- 15.3. Subject to Clause 19 (*Sanctions, Export Laws, End-User assurance etc.*), each party may disclose the other party's Confidential Information: (a) to its Affiliates or Representatives who need to know the Confidential Information for the purposes of exercising that party's rights or carrying out that party's obligations under or in connection with the Contract, provided that: (i) an Affiliate or Representative receiving Sandvik's Confidential Information may not be a direct competitor of Sandvik without Sandvik's express prior written consent; and (ii) the party making the onward disclosure: (A) takes all steps necessary to ensure that its Affiliates or Representatives are aware of, and comply with, the confidentiality obligations contained in this Clause 15 as though they were a party to the Contract; and (B) shall be responsible for its Affiliates' or Representatives' acts or omissions and compliance with the confidentiality obligations set out in this Clause 15; and (b) as may be required by Law, a court of competent jurisdiction, or any governmental or regulatory authority.
- 15.4. The obligations imposed by this Clause 15 shall not apply to any Confidential Information which is or becomes: (a) in the public domain other than as a result of the breach of an obligation under the Contract; (b) lawfully acquired from a third party who owes no obligation of confidence in respect of the information; (c) independently developed by the recipient without reference to the Confidential Information; (d) in the recipient's lawful possession prior to receipt; or (e) required to be disclosed by mandatory Law or by order of a judicial or governmental or regulatory authority.

koristi materijal ili uslugu koja krši autorska prava; (b) zameniti ili modifikovati materijale ili usluge koji krše prava tako da postanu nekršeni; ili (c) ako takvi pravni lekovi nisu razumno dostupni, raskinuti ili suspendovati Ugovor uz obaveštenje Kupca bez ikakve dodatne odgovornosti prema Kupcu.

- 14.4. Tamo gde se primenjuje Klausula 14.3, Sandvik će Kupcu obezbediti povraćaj Iznosa za plaćanje za materijal ili uslugu koja krši autorska prava u meri u kojoj Kupac nije isporučio ili primio.
- 14.5. Ni u kom slučaju Sandvik, njegova Povezana lica, ili njihovi zaposleni, agenti ili podizvođači neće biti odgovorni Kupcu u meri u kojoj je oštećeni zahtev zasnovan na jednom (ili više) od sledećeg: (a) modifikacija Robe, Usluga ili Digitalne usluge (ili njihovih izlaza) od strane bilo koga osim Sandvik-a ili njegovih predstavnika; (b) komponentu ili proizvod treće strane koji krši autorska prava; (c) korišćenje materijala, dokumentacije ili podataka koje dostavlja ili stavlja na raspolaganje Kupac; (d) usklađenost sa uputstvima, specifikacijama ili drugim zahtevima Kupca; (e) Kupčevu korišćenje Robe, Usluga ili Digitalne usluge u suprotnosti sa Ugovorom; ili (f) kršenje obaveze Kupca.
- 14.6. Kupac neće imati nikakva prava ili pravne lekove u vezi sa kršenjem Prava Intelektualne Svojine treće strane osim kako je izričito navedeno u ovoj Klausuli 14.

15. Poverljive Informacije

- 15.1. Kupac je saglasan: (a) da koristi Sandvikove Poverljive Informacije samo za ostvarivanje svojih prava i izvršavanje svojih obaveza prema ili u vezi sa Ugovorom; i (b) da je svaka informacija otkrivena od strane ili u ime Sandvik-a, i ostaje, Sandvikovo vlasništvo u svakom trenutku.
- 15.2. Svaka strana se obavezuje drugoj da: (a) neće, u bilo koje vreme i osim u skladu sa Klausulom 15.3, otkriti bilo koju Poverljivu Informaciju koja pripada drugoj trećoj strani (uključujući informacije u vezi sa tehničkim rešenjima ili problemi ili rezultati testiranja, koje informacije će se tumačiti kao Sandvikove Poverljive Informacije); i (b) čuva Poverljive Informacije druge strane kao poverljive koristeći najmanje isti stepen pažnje (ali ne manje od razumnog stepena pažnje) da zaštiti i spreči otkrivanje trećim stranama kako se primenjuju na sopstvene informacije slične prirode.
- 15.3. U skladu sa Klausulom 19 (*Sankcije, Pravila o izvozu, Uveravanje krajnjeg korisnika itd.*), svaka strana može otkriti Poverljive Informacije druge strane: (a) svojim Povezanim licima ili Predstavnicima koji moraju da znaju Poverljive Informacije u svrhu ostvarivanja prava te strane ili izvršavanja obaveza te strane prema ili u vezi sa Ugovorom, pod uslovom da: (i) Povezano lice ili Predstavnik koji prima Sandvikove Poverljive Informacije ne može biti direktan konkurent Sandvik bez Sandvikovog izričitog prethodnog pismenog pristanka; i (ii) strana koja vrši dalje otkrivanje: (A) preuzima sve potrebne korake kako bi osigurala da su njene Povezana lica ili Predstavnici upoznati i da se pridržavaju obaveza poverljivosti sadržanih u ovoj Klausuli 15 kao da su strane u Ugovoru; i (B) biće odgovoran za radnje svojih Povezanih lica ili Predstavnika ili propuste i poštovanje obaveza poverljivosti navedenih u ovoj Klausuli 15; i (b) kako to može zahtevati zakon, sud nadležne jurisdikcije ili bilo koji vladin ili regulatorni organ.
- 15.4. Obaveze nametnute ovom Klausulom 15 neće se primenjivati ni na jednu Poverljivu Informaciju koja je ili postaje: (a) u javnom domenu osim kao rezultat kršenja obaveza iz Ugovora; (b) zakonito stečeno od treće strane koja nema nikakvu obavezu poverenja u vezi sa informacijama; (c) nezavisno razvijen od strane primaoca bez pozivanja na Poverljive Informacije; (d) u zakonitom posedu primaoca pre prijema; ili (e) se zahteva da budu obelodanjeni prema obaveznom zakonu ili po nalogu sudskog ili vladinog ili regulatornog organa.

15.5. Each party reserves all rights in its Confidential Information and no rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party or shall be implied from the Contract.

16. Data

Input Data and Output Data

- 16.1. The Purchaser acknowledges and agrees that Sandvik may: (a) collect, store, analyse, and process any Input Data, Output Data, and other metrics and logs (*i.e.*, use data) collected by the Goods in order for Sandvik to: (i) provide the Purchaser with the Digital Services (including the Equipment Monitoring Services and any services in relation or in connection thereto provided by Sandvik or its Representatives); and (ii) develop Sandvik Data to use for the Purpose; and (b) permit its Distributors permission to access and process Output Data solely in connection with the Contract and for the purpose of enabling such Sandvik Distributors perform services in connection with the Contract.
- 16.2. The Digital Services (including the Equipment Monitoring Service) may include monitoring: (a) equipment hours; and (b) equipment productivity, or assisting or conducting aftermarket services or similar.
- 16.3. The Purchaser may use Input Data and Output Data for its own internal business purposes provided that the Purchaser shall not, without obtaining Sandvik's prior written consent, disclose or otherwise make available any Input Data or Output Data (in whole or in part and regardless of format) to any third party (excluding its Affiliates); provided, however, that the Purchaser may disclose Input Data or Output Data to its third party service providers who: (a) have need to know the Input Data or Output Data in order to service the Goods for and on behalf of the Purchaser; and (b) have entered into written confidentiality undertakings with the Purchaser that are no less protective of the Input Data and Output Data as those contained in the Contract and prevent further onward disclosure.
- 16.4. Sandvik shall: (a) in connection with, and during the term of, the Equipment Monitoring Service; and (b) following the Purchaser's written request, provide or otherwise make available to the Purchaser a copy of any Purchaser-specific Input Data or Output Data stored by Sandvik from time to time.
- 16.5. Except as may be permitted in separate terms of use applicable to the Digital Services, the Purchaser will not install any third party hardware or software in, or onto, the Goods, nor shall it connect the Goods to any third party computer or automation system without obtaining Sandvik's prior written consent.
- 16.6. Sandvik shall apply the same security and confidentiality standards to the Input Data and Output Data as it applies to its own commercially sensitive data.

Equipment Monitoring Service

- 16.7. The Purchaser acknowledges and agrees that: (a) the Equipment Monitoring Service is a Digital Service provided by Sandvik based on Input Data received by Sandvik; and (b) Sandvik does not warrant (and cannot guarantee) that the Equipment Monitoring Service completely and accurately reflects the factual condition of the Connected Equipment; and (c) it is the Purchaser's sole responsibility to: (i) review the information in relation to the Equipment Monitoring Service; and (ii) confirm the actual condition of the Connected Equipment.
- 16.8. If, and to the extent, Input Data and/or Output Data contains any Personal Data, both parties agree to comply with all applicable requirements of the Data Protection Legislation.
- 16.9. For the purposes of the Data Protection Legislation, the Purchaser is the data controller and Sandvik is the data processor for such Personal Data.

15.5. Svaka strana zadržava sva prava u svojim Poverljivim Informacijama i nikakva prava ili obaveze u vezi sa Poverljivim Informacijama neke strane osim onih izričito navedenih u Ugovoru nisu dodeljena drugoj strani ili se podrazumevaju iz Ugovora.

16. Podaci

Ulazni podaci i Izlazni podaci

- 16.1. Kupac potvrđuje i slaže se da Sandvik može: (a) prikupljati, skladištiti, analizirati i obraditi sve Ulazne Podatke, Izlazne Podatke i druge metrike i evidencije (tj. korisničke podatke) prikupljene od strane Robe kako bi Sandvik: (i) obezbedio Kupcu Digitalne usluge (uključujući Usluge nadgledanja opreme i sve usluge u vezi sa ili povezanim sa tim koje pruža Sandvik ili njegovi Predstavnici); i (ii) mogao razvijati Sandvik podatke za upotrebu u Svrhu; i (b) dozvoli svojim Distributerima da pristupe i obrađuju Izlazne podatke isključivo u vezi sa Ugovorom i u svrhu omogućavanja takvim Sandvik Distributerima da vrše usluge u vezi sa Ugovorom.
- 16.2. Digitalne Usluge (uključujući Službu za praćenje opreme) mogu uključivati praćenje: (a) sati opreme; i (b) produktivnost opreme ili pomoć ili pružanje aftermarket usluga ili slično.
- 16.3. Kupac može da koristi Ulazne podatke i Izlazne podatke za svoje interne poslovne svrhe pod uslovom da Kupac neće, bez prethodnog pismenog pristanka Sandvik-a, otkriti ili na drugi način učiniti dostupnim bilo koje Ulazne podatke ili Izlazne podatke (u celini ili delimično i bez obzira na format) bilo kojoj trećoj strani (isključujući njena Povezana lica); pod uslovom, međutim, da Kupac može otkriti Ulazne podatke ili Izlazne podatke svojim trećim licima pružaoocima usluga koji: (a) moraju da znaju Ulazne podatke ili Izlazne podatke da bi servisirali Robu za i u ime Kupca; i (b) zaključili su pisane obaveze poverljivosti sa Kupcem koje ne štite manje Ulazne podatke i Izlazne podatke od odredbi u ovom Ugovoru i sprečavaju dalje otkrivanje.
- 16.4. Sandvik će: (a) u vezi sa i tokom trajanja Usluge Nadzora Opreme; i (b) na osnovu pismenog zahteva Kupca, obezbediti ili na drugi način staviti na raspolaganje Kupcu kopiju bilo kakvih Ulaznih podataka ili Izlaznih podataka specifičnih za Kupca koje Sandvik povremeno čuva.
- 16.5. Osim ako je dozvoljeno posebnim uslovima korišćenja koji se primenjuju na Digitalne Usluge, Kupac neće instalirati bilo kakav hardver ili softver treće strane u ili na Robu, niti će povezati Robu sa bilo kojom trećom stranom računar ili sistem automatizacije bez pribavljanja Sandvik-ove prethodne pismene saglasnosti.
- 16.6. Sandvik će primeniti iste standarde bezbednosti i poverljivosti na ulazne i izlazne podatke kao što primenjuje na sopstvene komercijalno osetljive podatke.

Usluge Nadzora Opreme

- 16.7. Kupac potvrđuje i slaže se da: (a) Usluga Nadzora Opreme je Digitalna Usluga koju pruža Sandvik na osnovu Ulaznih podataka koje je Sandvik primio; i (b) Sandvik ne garantuje (i ne može garantovati) da Usluga Nadzora Opreme u potpunosti i tačno odražava činjenično stanje Povezane Opreme; i (c) isključiva je odgovornost Kupca da: (i) pregleda informacije u vezi sa Uslugom Nadzora Opreme; i (ii) potvrditi stvarno stanje Povezane Opreme.
- 16.8. Ako, i u meri u kojoj, Ulazni podaci i/ili Izlazni podaci sadrže bilo kakve lične podatke, obe strane su saglasne da se pridržavaju svih primenljivih zahteva Propisa o zaštiti podataka.
- 16.9. Za potrebe Propisa o zaštiti podataka, Kupac je rukovalac podataka, a Sandvik je obrađivač podataka za takve Lične Podatke.

- 16.10. For the avoidance of doubt, the Purchaser is solely responsible for ensuring that: (a) it has provided all necessary notices to all relevant data subjects; and (b) if deemed necessary by the Purchaser, all appropriate consents have been obtained to enable the lawful transfer to, and processing of, Input Data and/or Output Data by Sandvik and its Representatives (including Distributors) as described in the Contract.
- 16.11. The Purchaser hereby agrees that Sandvik, at its discretion and subject to Clause 16.8, may engage any subcontractor inside or outside the UK/EU/EEA as a sub-processor for the processing of Personal Data hereunder; provided that Sandvik shall remain responsible in relation to the Purchaser for the acts and omissions of such subcontractors.
- 16.12. Except as expressly set out in the Contract, Sandvik: (a) makes no separate representation, warranty, or statement concerning the Digital Service, Equipment Monitoring Service, or software, their use, performance, results obtained, integration, satisfactory quality, suitability for any Purchaser requirements or given or intended purpose or situation, or information technology systems or its virus-free, error free or uninterrupted operation, or that the Digital Service, Equipment Monitoring Service, or software will not affect or disrupt any information technology systems; (b) does not provide any representation or warranty as to the accuracy of any Input Data and/or Output Data and makes no statement about the suitability of the Digital Service or Equipment Monitoring Service for a given situation; and (c) shall be under no obligation to store any Purchaser-specific data except for the Input Data.
- 16.13. The Purchaser agrees to indemnify (and keep indemnified) and fully reimburse Sandvik from and against any and all actions, claims (including counterclaims), proceedings, costs (including all reasonable legal costs), losses, damages, fines, penalties (including punitive or exemplary damages) and all other liabilities resulting from any obligations, acts and/or omissions by the Purchaser under this Clause 16 except where and to the extent that such violation is due to Sandvik's breach of its obligations under Clause 16.6.

17. Software

- 17.1. Where the sale of any Goods, Services, Digital Services, or Connected Equipment also comprises the provision of software or systems ("Software") then, subject to any alternative licence specified in any separate terms of use applicable to the Digital Services, the Purchaser is granted, during the term of the Contract, a non-exclusive, non-transferable, non-sublicensable, and revocable right to use the relevant Software in accordance with the terms set forth in the Contract (while title to and any and all rights relating to the Software shall always remain vested in Sandvik).
- 17.2. The Purchaser shall not: without the prior written consent of Sandvik; or except to the extent expressly permitted under applicable Law: (a) format, convert, adapt, modify, reverse engineer, decompile, or disassemble the Digital Service or any Software or remove any Software from the Goods or Connected Equipment; (b) make copies of the relevant Digital Service or Software; (c) sell, licence, transfer, or otherwise dispose of, or distribute, the Digital Service or Software; or (d) use the Digital Service or Software for any other purpose than to the extent necessary for installing, operating and maintaining the Goods.
- 17.3. The Purchaser shall procure and ensure that its Representatives comply with Clause 17.2.
- 17.4. The Purchaser acknowledges and agrees that, as between the parties, the Digital Service (including the Equipment Monitoring Service) is provided to the Purchaser only and cannot be assigned by the Purchaser without Sandvik's prior written consent.
- 17.5. The Purchaser shall notify: (a) Sandvik if it sells, leases, rents, or otherwise assigns or transfers the Connected Equipment; and (b) the new customer and/or user that the Connected Equipment is connected to Sandvik's systems.
- 17.6. Other than the Connected Equipment, the Purchaser must have computer and network infrastructure that meets the requirements

- 16.10. Da bi se izbegla sumnja, Kupac je isključivo odgovoran da obezbedi: (a) da se svim licima na koje se podaci odnose pruže sva neophodna obaveštenja; i (b) ako Kupac smatra neophodnim, dobijene su sve odgovarajuće saglasnosti kako bi se omogućio zakonit prenos i obrada Ulaznih i/ili Izlaznih podataka od strane Sandvik-a i njegovih Predstavnika (uključujući Distributere) kako je opisano u Ugovoru.
- 16.11. Kupac se ovim slaže da Sandvik, po sopstvenom nahođenju i u skladu sa Klausulom 16.8, može angažovati bilo kog podizvođača unutar ili izvan UK/EU/EEA kao pod-obrađivača za obradu Ličnih Podataka prema ovom Ugovoru; pod uslovom da Sandvik ostaje odgovoran u odnosu na Kupca za radnje i propuste takvih podizvođača.
- 16.12. Osim kako je izričito navedeno u Ugovoru, Sandvik: (a) ne daje nikakvu posebnu izjavu, garanciju ili izjavu u vezi sa Digitalnom Uslugom, Uslugom Nadzora Opreme ili softverom, njihovom upotrebom, performansama, dobijenim rezultatima, integracijom, zadovoljavajućim kvalitetom, prikladnosti za bilo koje zahteve Kupca ili datu ili predviđenu namenu ili situaciju, ili sisteme informacione tehnologije ili njihov rad bez virusa, grešaka ili neprekidan rad, ili da Digitalna Usluga, Usluga Nadzora Opreme ili softver neće uticati ili poremetiti bilo koji sistem informacione tehnologije; (b) ne daje nikakvu izjavu ili garanciju u pogledu tačnosti bilo kojih Ulaznih podataka i/ili Izlaznih podataka i ne daje nikakvu izjavu o podobnosti Digitalne Usluge ili Usluge Nadzora Opreme za datu situaciju; i (c) neće biti u obavezi da čuva bilo kakve podatke specifične za Kupca osim Ulaznih podataka.
- 16.13. Kupac se slaže da će obeštetiti (i držati obeštećenim) i u potpunosti nadoknaditi Sandvik od i protiv svih radnji, potraživanja (uključujući protivtužbe), postupaka, troškova (uključujući sve razumne pravne troškove), gubitaka, štete, kazni (uključujući kaznene štete) i sve druge obaveze koje proizilaze iz bilo kojih obaveza, radnji i/ili propusta od strane Kupca prema ovoj Klausuli 16, osim kada i u meri u kojoj je takvo kršenje posledica Sandvikovog kršenja svojih obaveza prema Klausuli 16.6.

17. Softver

- 17.1. Kada prodaja bilo koje Robe, Usluga, Digitalnih Usluga ili Povezane Opreme takođe obuhvata obezbeđivanje softvera ili sistema („Softver“), tada, podložno bilo kojoj alternativnoj licenci navedenoj u bilo koje posebne uslove korišćenja koji se primenjuju na Digitalne Usluge, Kupcu se, tokom trajanja Ugovora, dodeljuje neekskluzivno, neprenosivo, nepodlicencirajuće i opozivo pravo da koristi relevantni softver u skladu sa postavljenim uslovima dalje u Ugovoru (dok će vlasništvo i sva prava u vezi sa Softverom uvek ostati u vlasništvu Sandvik-a).
- 17.2. Kupac neće: bez prethodne pismene saglasnosti Sandvik-a; ili osim u meri u kojoj je to izričito dozvoljeno merodavnim pravom: (a) formatirati, konvertovati, adaptirati, modifikovati, obrnuti inženjering, dekompileirati ili rastaviti Digitalnu Uslugu ili bilo koji Softver ili ukloniti bilo koji Softver iz Robe ili Povezane Opreme; (b) praviti kopije relevantne Digitalne Usluge ili Softvera; (c) prodavati, licencirati, prenositi ili na drugi način raspolagati ili distribuirati Digitalnu Uslugu ili Softver; ili (d) koristiti Digitalnu Uslugu ili Softver u bilo koju drugu svrhu osim u meri neophodnoj za instaliranje, rad i održavanje Robe.
- 17.3. Kupac će nabaviti i osigurati da se njegovi Predstavnici pridržavaju Klausule 17.2.
- 17.4. Kupac prihvata i saglasan je da se, između strana, Digitalna Usluga (uključujući Uslugu Nadzora Opreme) pruža samo Kupcu i da je Kupac ne može preneti bez prethodne pismene saglasnosti Sandvik-a.
- 17.5. Kupac će obavestiti: (a) Sandvik ako prodaje, izdaje, iznajmljuje ili na drugi način ustupa ili prenosi Povezanu Opremu; i (b) novu mušteriju i/ili korisnika da je Povezana Oprema povezana sa Sandvikovim sistemima.
- 17.6. Osim Povezane Opreme, Kupac mora imati računarsku i mrežnu infrastrukturu koja ispunjava zahteve koje je Sandvik odredio na Datum Zaključenja Porudžbine („Minimalni Tehnički Zahtevi“).

specified by Sandvik at Order Effective Date (the “**Minimum Technical Requirements**”).

- 17.7. The Purchaser acknowledges and agrees that: (a) the performance of the Digital Service (including Equipment Monitoring Service) is dependent upon the Purchaser’s information technology equipment meeting the Minimum Technical Requirements; (b) the Purchaser must throughout the term of the Contract ensure that its computing systems (including the network infrastructure) meets the Minimum Technical Requirements.
- 17.8. The Purchaser acknowledges and agrees that Connected Equipment and Digital Services may contain: (a) third party software; and (b) software that is subject to open-source licences, and that such third party software and open-source software is provided “as is” and “as available” and without any representation or warranty of any kind.
- 17.9. The Purchaser shall comply with any licence terms applicable to third party software and open-source software made known to it by Sandvik from time to time and agrees that such licence terms shall, unless otherwise expressly stated in the Contract, apply in lieu of these ToS as regards the Purchaser’s use of such third party software and open-source software.
- 17.10. Any license granted or implied under the Contract can be revoked at any time.
- 17.11. The Purchaser agrees to indemnify, defend, and hold harmless (and keep indemnified) Sandvik and its Representatives from and against all liabilities, costs and expenses suffered or incurred by Sandvik or its Representatives (including, without limitation, against all reasonable legal fees, arising out of or in connection with the delivery of or use of the Software by the Purchaser) except to the extent that any liability, loss or damage is solely and directly caused by negligence of Sandvik.

18. Liability

- 18.1. Nothing in the Contract shall limit or exclude (or seeks to limit or exclude):
- 18.1.1. either party’s liability to the other (to a greater extent than is permitted by applicable Laws) for any loss or damage resulting from: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter in respect of which loss or damage may not be limited or excluded under applicable Laws;
- 18.1.2. the Purchaser’s liability to Sandvik: (a) to pay the Amounts Payable (including the price, freight, insurance, VAT, other taxes, customs or excise levies or duties (or similar)); or (b) for loss or damage arising: (i) under an indemnity given in the Contract; (ii) from a breach of applicable Laws (including arising from Unsafe facilities or activities, or in contravention of Export Laws, Sanctions, or Data Protection Legislation); or (iii) from any breach of Clause 15 (*Confidential Information*).
- 18.2. Subject to Clause 18.1, neither party shall be liable to the other (or to any third party claiming under or through the other) under any cause of action (whether such cause of action arises in contract (including under an indemnity or warranty), in tort or delict (including negligence or under statutory duty), for breach of statutory duty, or otherwise) for any loss or damage to the extent comprising: indirect, incidental, special, or consequential loss or damage; or 18.2.1 punitive or pure economic loss or cost; 18.2.2 loss of anticipated savings; 18.2.3 loss of contract or business opportunity; 18.2.4 loss of production or use; 18.2.5 loss or depletion of goodwill; 18.2.6 loss of profit, sales, revenue, or anticipated profit, sales, or revenue; 18.2.7 loss, damage, or corruption of data, in each case, whether arising directly or indirectly under or in connection with the Contract and whether or not reasonably foreseeable, reasonably contemplatable, actually foreseen, or actually contemplated by a party at the Order Effective Date.
- 18.3. **Goods:** Subject to Clauses 6.4, 18.1, and 18.2, Sandvik’s total aggregate liability to the Purchaser (and to any third party claiming under or through the Purchaser) shall not, with respect to liability arising from or caused by the supply and sale of Goods in breach of

- 17.7. Kupac potvrđuje i saglasan je da: (a) učinak Digitalne Usluge (uključujući Uslugu Nadzora Opreme) zavisi od toga da oprema informacione tehnologije Kupca ispunjava Minimalne Tehničke Uslove; (b) Kupac mora tokom trajanja Ugovora osigurati da njegovi računarski sistemi (uključujući mrežnu infrastrukturu) ispunjavaju Minimalne Tehničke Uslove.
- 17.8. Kupac prihvata i slaže se da Povezana Oprema i Digitalne Usluge mogu da sadrže: (a) softver treće strane; i (b) softver koji podleže licencama otvorenog koda, i da se softver treće strane i softver otvorenog koda pružaju „kao što je“ i „kako je dostupan“ i bez ikakvog zastupanja ili garancije bilo koje vrste.
- 17.9. Kupac će se pridržavati svih uslova licenciranja koji se primenjuju na softver treće strane i softver otvorenog koda koje mu Sandvik povremeno obaveštava i saglasan je da se ti uslovi licenciranja, osim ako je drugačije izričito navedeno u Ugovoru, primenjuju umesto ovih ToS u pogledu korišćenja softvera treće strane i softvera otvorenog koda od strane Kupca.
- 17.10. Svaka licenca data ili implicirana Ugovorom može se opozvati u bilo kom trenutku.
- 17.11. Kupac se slaže da će obešteti, braniti i držati obeštećenim (i zadržati obeštećenim) Sandvik i njegove Predstavnike od i protiv svih obaveza, troškova i izdataka koje su Sandvik ili njegovi Predstavnici platili ili pretrpeli (uključujući, bez ograničenja, protiv sve razumne pravne naknade, koje proizilaze iz ili u vezi sa isporukom ili korišćenjem Softvera od strane Kupca) osim u meri u kojoj je bilo kakva odgovornost, gubitak ili šteta isključivo i direktno prouzrokovana nepažnjom Sandvik-a.

18. Odgovornost

- 18.1. Ništa u Ugovoru ne ograničava ili isključuje (ili pokušava da ograniči ili isključi):
- 18.1.1. odgovornost bilo koje strane prema drugoj (u većoj meri od one koja je dozvoljena merodavnim pravom) za svaki gubitak ili štetu nastalu usled: (a) smrti ili lične povrede izazvane nepažnjom; (b) prevara ili lažno predstavljanje; ili (c) bilo koje drugo pitanje u vezi sa kojim se gubitak ili šteta ne mogu ograničiti ili isključiti prema merodavnom pravu;
- 18.1.2. obaveza Kupca prema Sandvik: (a) da plati Iznos za plaćanje (uključujući cenu, vozarinu, osiguranje, poreze, druge poreze, carine ili akcize ili dažbine (ili slično)); ili (b) za gubitak ili štetu nastalu: (i) po osnovu obeštećenja date u Ugovoru; (ii) zbog kršenja važećih zakona (uključujući one koje proizilaze iz Nebezbednih objekata ili aktivnosti, ili u suprotnosti sa pravilima o Izvozu, Sankcijama ili Propisa o zaštiti podataka); ili (iii) od bilo kakvog kršenja Klauzule 15 (*Poverljive Informacije*).
- 18.2. U skladu sa Klauzulom 18.1, nijedna strana neće biti odgovorna prema drugoj (ili bilo kojoj trećoj strani koja potražuje na osnovu ili preko druge) po bilo kom osnovu (bez obzira da li takav razlog za tužbu proizilazi iz ugovora (uključujući i obeštećenje ili garancija), u prekršaju ili deliktu (uključujući nepažnju ili pod zakonskom obavezom), zbog kršenja zakonske dužnosti ili na neki drugi način) za bilo koji gubitak ili štetu u obimu koji obuhvata: indirektan, slučajan, poseban ili posleđičan gubitak ili štetu; ili 18.2.1 kazneni ili čisti ekonomski gubitak ili trošak; 18.2.2 gubitak predviđenih ušteda; 18.2.3 gubitak ugovora ili poslovne prilike; 18.2.4 gubitak proizvodnje ili upotrebe; 18.2.5 gubitak ili iscrpljivanje goodwill-a; 18.2.6 gubitak dobiti, prodaje, prihoda ili očekivane dobiti, prodaje ili prihoda; 18.2.7 gubitak, oštećenje ili korumpiranje podataka, u svakom slučaju, bez obzira da li nastaje direktno ili indirektno po ili u vezi sa Ugovorom i da li je to ili ne razumno predvidljivo, razumno planirano, stvarno predviđeno ili stvarno planirano od strane ugovorne strane u Datumu Zaključenja Porudžbine.
- 18.3. **Roba:** U skladu sa Klauzulama 6.4, 18.1 i 18.2, ukupna odgovornost Sandvik-a prema Kupcu (i prema bilo kojoj trećoj strani koja potražuje pod ili preko Kupca) neće, u pogledu odgovornosti koja proističe iz ili je uzrokovana isporukom i prodajom Robe u suprotnosti sa Ugovorom,

- the Contract, exceed one hundred percent (100%) of the Amounts Payable that have been paid by the Purchaser for the Goods giving rise to the claim.
- 18.4. For the purpose of Clause 18.3, the Amounts Payable shall be calculated: (a) less any paid Delay Payments and reduction or reduced market value for replaced or terminated Goods claimed by the Purchaser; and (b) inclusive of all Amounts Payable for the initial commissioning of the Goods except in cases where the commissioning of the Goods is provided by Sandvik as a Service under a separate Contract.
- 18.5. **Services and Digital Services:** Subject to Clauses 18.1 and 18.2, Sandvik's total aggregate liability to the Purchaser (and to any third party claiming under or through the Purchaser) shall not, with respect to liability arising from or caused by the provision of Services or Digital Services in breach of the Contract, in each successive period of twelve (12) months from (and including) the Order Effective Date (each a "Contract Year") and in respect of all causes of action arising in that Contract Year (as determined by the date on which the liability giving rise to the cause of action arose), exceed one hundred percent (100%) of the Amounts Payable that have been paid by the Purchaser for the Services or Digital Services giving rise to the claim under the Contract for the Contract Year in question.
- 18.6. The parties agree that the provisions of this Clause 18 (*Liability*) are considered by them to be reasonable in all the circumstances, having taken into account the nature of the Goods, Services, Digital Services, and the Amounts Payable.
- 19. Sanctions, Export Laws, End-User Assurance etc.**
- 19.1. The Purchaser represents and warrants that neither it nor any Related Entity or Representative (including its Related Entities) is currently (or is otherwise controlled by) a Sanctioned Person or otherwise the subject or the target of any Sanctions.
- 19.2. The Purchaser represents and warrants, from the Order Effective Date and on an ongoing basis, that it shall: (a) strictly comply with, and adhere to, all Sanctions; (b) not engage in any activity, practice or conduct involving a Sanctioned Person or a Prohibited Country; (c) not engage in activity, practice, or conduct in any manner that would breach Sanctions, cause Sandvik or its Related Entities to breach Sanctions, or that could expose it, Sandvik or their Related Entities to the risk of adverse measures pursuant to any Sanctions (including being designated as a Sanctioned Person); (d) not directly or indirectly (even when under threat of deterring financial liability) sell, re-sell, circumvent, transfer, retransfer, provide, export, re-export, divert, loan, lease, consign, or otherwise release or dispose of any Goods or Confidential Information to military (or military intelligence) end-users or for military (or military intelligence) end use; to, via or for the benefit of a Sanctioned Person; or to a Prohibited Country; (e) ensure that the Goods and Confidential Information will not be used, re-exported, transferred, or retransferred for any purpose connected with chemical, biological, or nuclear weapons, or missiles capable of delivering such weapons; and the Goods, or any replica of them, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle. The Purchaser understands and acknowledges that Sandvik is not responsible for any Goods or Confidential Information that are subsequently exported or re-exported by the Purchaser or sold to another person and/or representative, domestic, or foreign. In the event of such a post-sale re-export, transfer or re-transfer of the Goods or Confidential Information, the Purchaser is responsible for complying with (and warrants and represents that it shall comply with) all Sanctions and Export Laws, including by obtaining all export licenses or authorisations where required under law (including the Sanctions) and imposing obligations equivalent to those contained in this Clause 19 on its customers with respect to all subsequent transactions involving the Goods; and (f) maintain its own policies and procedures to ensure compliance with Sanctions and Export Laws (and the Sanctions-related / Export Laws- related provisions in the Contract).
- premašivati stotinu procenata (100%) Iznosa za plaćanje koji je plaćen od strane Kupca za Robu koja je dovela do potraživanja.
- 18.4. U svrhu Klauzule 18.3, Iznos za plaćanje će se izračunati: (a) umanjen za sva plaćena Odložena Plaćanja i smanjenje ili smanjenu tržišnu vrednost za zamenjenu ili poništenu Robu koju zahteva Kupac; i (b) uključujući sve Iznose za plaćanje za početno puštanje robe u rad osim u slučajevima kada Sandvik obezbeđuje stavljanje Robe u rad kao Sslugu prema posebnom Ugovoru.
- 18.5. **Usluge i Digitalne Usluge:** U skladu sa Klauzulama 18.1 i 18.2, ukupna odgovornost Sandvik-a prema Kupcu (i prema bilo kojoj trećoj strani koja potražuje pod ili preko Kupca) neće, u pogledu odgovornosti koja proističe iz ili je uzrokovana pružanjem Usluga ili Digitalnih Usluga u suprotnosti sa Ugovorom, u svakom uzastopnom periodu od dvanaest (12) meseci od (uključujući) Datuma Zaključenja Porudžbine (svaka „Godina Ugovora“) i u vezi sa svim uzrocima delovanja koji nastanu u toj Godini Ugovora (kako je određeno datumom na koji je nastala obaveza koja je dovela do povoda za radnju), premašivati sto procenata (100%) Iznosa za plaćanje koje je Kupac platio za Usluge ili Digitalne Usluge koje su dovele do potraživanja po Ugovoru za predmetnu ugovornu godinu.
- 18.6. Stranke su saglasne da se odredbe ove Klauzule 18 (*Odgovornost*) smatraju razumnim u svim okolnostima, uzimajući u obzir prirodu Robe, Usluge, Digitalne usluge i Iznosa za plaćanje.
- 19. Sankcije, Kontrola Izvoza, Uveravanje Krajnjeg Korisnika itd.**
- 19.1. Kupac izjavljuje i garantuje da ni on, niti bilo koje Povezano lice ili Predstavnik (uključujući njegove Povezane entitete) trenutno nisu Sankcionisano lice (ili na drugi način kontrolisani od istog) ili na neki drugi način predmet ili meta bilo kojih Sankcija.
- 19.2. Kupac izjavljuje i garantuje, od Datuma Zaključenja Porudžbine i na stalnoj osnovi, da će: (a) striktno poštovati i pridržavati se svih Sankcija; (b) da se ne bavi bilo kakvom aktivnošću, praksom ili ponašanjem koje uključuje Sankcionisano lice ili Zabranjena Država; (c) ne učestvuje u aktivnostima, praksi ili ponašanju na bilo koji način koji bi prekršio Sankcije, prouzrokovao da Sandvik ili njegovi Povezani entiteti prekrše Sankcije ili bi izložio istima Sandvik ili njegovi Povezani entiteti riziku od negativnih mera u skladu sa bilo kojom Sankcijom (uključujući imenovanje kao Sankcionisano lice); (d) da direktno ili indirektno (čak i pod pretnjom odvracanja finansijske odgovornosti) ne prodaju, preprodaju, zaobilaze, prenose, ponovo prenose, obezbeđuju, izvoze, reeksportuju, preusmeravaju, pozajmljuju, daju u zakup, šalju ili na drugi način oslobadaju ili raspoložuju na bilo koju Tobu ili Poverljivim Informacijama za vojnog (ili vojno-obaveštajnog) krajnjeg korisnika ili vojnu (ili vojno-obaveštajnu) krajnju upotrebu; za, preko ili u korist Sankcionisanog lica; ili Zabranjene Države; (e) obezbediti da se Roba i Poverljive Informacije neće koristiti, ponovo izvoziti, preneti ili ponovo preneti u bilo koju svrhu u vezi sa hemijskim, biološkim ili nuklearnim oružjem ili projektilima koji mogu da isporuču takvo oružje; i Roba, ili bilo koja njena replika, neće se koristiti u bilo kojoj nuklearnoj eksplozivnoj aktivnosti ili nezaštićenom ciklusu nuklearnog goriva. Kupac razume i prihvata da Sandvik nije odgovoran za poštovanje (i za isto garantuje i predstavlja poštovanje) svih Sankcija i Pravila o izvozu, uključujući dobijanje izvoznih dozvola i autorizacija gde se to zahteva zakonom (uključujući Sankcija) i nametanje obaveza ekvivalentnim onima koje sadrži ova Klauzula 19 na svoje mušterije što se odnosi na sve naknadne transakcije u kojima je uključena Roba; i (f) održava sopstvene politike i procedure kako bi osigurao uskladenost sa Sankcijama i Pravilima o izvozu (i odredbama koje se odnose na sankcije/izvozne zakone u Ugovoru).

- 19.3. The Purchaser: (a) represents and warrants that it will take all reasonable measures to ensure that its employees, subcontractors, agents, intermediaries, and Representatives will comply with the terms of the Contract; (b) shall cause all subcontractors to give and enter into representations, warranties, and undertakings substantially equivalent to those set out in Clause 19.2. For the purposes of this Clause 19.3, reasonable measures includes (but is not limited to) policies, procedures, and training relating to compliance with Sanctions, Export Laws, and the Sanctions-related provisions of these ToS; and (c) shall establish and maintain adequate internal controls and mechanisms to: (i) detect conduct by third parties in its downstream commercial chain, including possible resellers, that violates, or frustrates the purpose of, Sanctions; and (ii) ensure it obtains sufficient knowledge about the end-user to determine whether, for each contract, the Goods could be destined for an end-use which is not permitted under the Contract.
- 19.4. Nothing in the Contract requires either party to take any action, or refrain from taking any action, where doing so would be prohibited by, or subject to penalty under any Sanctions, or where doing so would expose the party or its Related Entities to the risk of adverse measures pursuant to any Sanctions.
- 19.5. Each party agrees to take advantage of any general licence to lawfully allow for the performance of the terms of the Contract if such performance is affected by Sanctions. For the avoidance of doubt, nothing in the Contract, or otherwise, requires Sandvik to apply for any specific licence or authorisation in the event that performance of the terms of the Contract becomes unlawful pursuant to Sanctions.
- 19.6. If the Purchaser breaches any representation or warranty set out in this Clause 19 or, in Sandvik's reasonable opinion, any such breach is likely to occur, the parties agree that Sandvik may terminate or suspend (at its own discretion) its relationship with the Purchaser immediately, and that Sandvik shall not be liable toward the Purchaser or any third party for any subsequent non-performance by Sandvik under the Contract, and that the Purchaser shall indemnify and hold Sandvik harmless from any claims, losses, damages, fines, or penalties relating to such non-performance or otherwise arising from a breach of representation or warranty.
- 19.7. The Purchaser shall notify Sandvik immediately (and no later than within seventy two (72) hours of knowing or suspecting the breach) of any known or suspected breach or any activities that could frustrate or breach this Clause 19 (whether by the Purchaser or any other entity or person) of any representation or warranty set out in the Clauses above or it becomes aware that performance of the Contract, or any actions taken in relation to or pursuant to the Contract have, or may lead to, a breach of this Clause 19. Further, the Purchaser shall provide all information relating to requests for any Goods, that the Purchaser suspects could violate or circumvent Sanctions, or where the provision of Goods would breach the Purchaser's commitments under the obligations above in these Clauses, including requests from or on behalf of a Sanctioned Persons or attempts to acquire any Goods in violation of Sanctions.
- 19.8. If Sandvik elects to suspend the Contract pursuant to Clause 19.76: (a) Sandvik shall cease performance under the Contract with immediate effect upon serving written notice to the Purchaser; (b) the Purchaser shall make available to Sandvik information concerning compliance with the obligations under Clause 19 within two weeks of the simple request of such information, (c) any suspension will last for a period of up to one hundred and twenty (120) Days. If, after this period, Sandvik is unable to confirm that the Purchaser is in compliance with this Clause 19, Sandvik may elect to terminate the Contract with immediate effect; and (d) for the suspension to cease having effect, Sandvik must serve the Purchaser with a written notice confirming that the suspension period has come to an end.
20. **Termination**
- 20.1. If: the Purchaser breaches any provision of the Contract (including a provision relating to the payment of money); or the Purchaser suffers or becomes subject to an Insolvency Event; or an event giving rise to a termination right described in the Contract occurs, then Sandvik
- 19.3. Kupac: (a) izjavljuje i garantuje da će preduzeti sve razumne mere kako bi osigurao da se njegovi zaposleni, podizvođači, agenti, posrednici i Predstavnici pridržavaju uslova Ugovora; (b) nateraće sve podizvođače da daju i obavežu se u izjavama, garancijama i obavezama koje su suštinski ekvivalentne onima navedenim u Klauzuli 19.2. Za potrebe ove Klauzule 19.3, razumne mere uključuju (ali se ne ograničavaju na) pravila, procedure i obuku u vezi sa usaglašenošću sa Sankcijama, Pravilima o izvozu i odredbama u vezi sa Sankcijama ovih ToS.; i (c) uspostaviće i održavati adekvatne interne kontrole i mehanizme za: (i) otkrivanje ponašanja trećih strana u svom nizvodnom komercijalnom lancu, uključujući moguće preprodavce, koji krše ili osujećuju svrhu Sankcija; i (ii) obezbedi da stekne dovoljno znanja o krajnjem korisniku kako bi utvrdio da li, za svaki ugovor, Roba može biti namenjena za krajnju upotrebu koja nije dozvoljena ovim Ugovorom.
- 19.4. Ništa u Ugovoru ne zahteva od bilo koje strane da preduzme bilo kakvu radnju, ili da se uzdrži od preduzimanja bilo koje radnje, ako bi to bilo zabranjeno ili podložno kazni bilo kojim Sankcijama, ili kada bi to izložilo stranu ili njegove Povezane entitete riziku od negativnih mera u skladu sa bilo kojim Sankcijama.
- 19.5. Svaka strana je saglasna da iskoristi bilo koju opštu licencu kako bi zakonito dozvolila izvršavanje uslova Ugovora ako je na takvo izvršenje pogođeno Sankcijama. Da ne bi bilo sumnje, ništa u Ugovoru, ili na neki drugi način, ne zahteva od Sandvik-a da podnese zahtev za bilo koju specifičnu licencu ili ovlašćenje u slučaju da izvršavanje uslova Ugovora postane nezakonito u skladu sa Sankcijama.
- 19.6. Ako Kupac prekrši bilo koju izjavu ili garanciju datu u ovoj Klauzuli 19 ili, po Sandvik-ovom razumnom mišljenju, postoji verovatnoća da će do takvog kršenja doći, strane su saglasne da Sandvik može raskinuti ili suspendovati (po sopstvenom nahođenju) svoj odnos sa Kupcem odmah, i da Sandvik neće biti odgovoran prema Kupcu ni bilo kojoj trećoj strani za bilo koje naknadno neispunjenje od strane Sandvik-a po Ugovoru, i da će Kupac obešteti i zaštititi Sandvik od bilo kakvih potraživanja, gubitaka, štete, novčane kazne ili kazne koje se odnose na takvo neispunjenje ili na drugi način proizilazi iz kršenja predstavljanja ili garancije.
- 19.7. Kupac će odmah obavestiti Sandvik (a najkasnije u roku od sedamdeset dva (72) časa od saznanja ili sumnje na kršenje) o bilo kom poznatom ili sumnjivom kršenju ili bilo kojoj sumnjivoj aktivnosti koja može osujetiti ili prekršiti ovu Klauzulu 19 (bilo da je to učinio Kupac ili bilo koji drugi entitet ili osoba) bilo kakvog predstavljanja ili garancije navedene u gornjim Klauzulama ili postane svestan da izvršenje Ugovora, ili bilo koje radnje preduzete u vezi sa ili u skladu sa Ugovorom dovode ili može dovesti do kršenja ove Klauzule 19. Dalje, Kupac će obezbediti sve informacije u vezi sa zahtevima za bilo koju Robu, za koju Kupac sumnja da bi mogla da prekrši ili zaobide Sankcije, ili kada bi isporuka Robe prekršila obaveze Kupca prema gore navedenim obavezama u ovim Klauzulama, uključujući zahteve od ili u ime Sankcionisanih lica ili pokušaja da steknu bilo koju Robu kojom se krše Sankcije.
- 19.8. Ako Sandvik odluči da suspenduje Ugovor u skladu sa Klauzulom 19.6: (a) Sandvik će prestati sa izvršavanjem Ugovora sa trenutnim dejstvom nakon što dostavi pismeno obaveštenje Kupcu; (b) Kupac će Sandviku staviti na raspolaganje informacije u vezi sa ispunjavanjem obaveza iz Klauzule 19 u roku od dve nedelje od prostog zahteva za takvim informacijama. (c) svaka suspenzija će trajati do stotinuidvadeset (120) dana. Ako, nakon ovog perioda, Sandvik nije u mogućnosti da potvrdi da je postupanje Kupca u skladu sa ovom Klauzulom 19, Sandvik može izabrati da raskine Ugovor sa trenutnim dejstvom; i (d) da bi suspenzija prestala da važi, Sandvik mora dostaviti Kupcu pismeno obaveštenje kojim potvrđuje da je period suspenzije došao do kraja.
20. **Raskid**
- 20.1. Ukoliko: Kupac prekrši bilo koju odredbu Ugovora (uključujući odredbu koja se odnosi na plaćanje novca); ili Kupac pretrpi ili postane predmet Slučaja Insolventnosti; ili dođe do događaja koji dovodi do raskida prava opisanog u Ugovoru, onda Sandvik može, po sopstvenom nahođenju,

- may, at its sole discretion, upon written notice to the Purchaser: (a) immediately withdraw any Facility which may have been extended to the Purchaser and require the immediate payment of all moneys owed to Sandvik by the Purchaser, whether or not they were due for payment at that time or due for payment in the future; (b) immediately suspend the performance of the Contract (including any licence granted under the Contract); (c) immediately terminate (without penalty) the Contract; (d) immediately take all possible action to protect its interest in the Goods and the Sandvik IPR; and/or (e) recover all costs and losses associated with such termination action.
- 20.2. Termination of the Contract (howsoever arising) shall be without prejudice to the accrued rights and liabilities of either party as at the termination date.
- 20.3. Sandvik agrees to store and to allow the Purchaser to download or otherwise retrieve, Purchaser-specific Input Data and/or Output Data provided that such request has been made to Sandvik in writing and within a maximum of thirty (30) days from (and including) the date on the Contract terminated or expired.
- 20.4. The Purchaser may terminate the Contract with immediate effect by giving written notice to Sandvik if Sandvik commits a material breach of the Contract that is not so remedied within forty five (45) Days from written notice requiring remedy of the material breach.
- 20.5. For the purposes of Clause 20.4, the Supply of defective Goods shall not in and of itself be construed as a material breach of the Contract and, in such cases, the Purchaser's rights and remedies available under the Sandvik Warranty and the provisions of Clause 11 (*Sandvik Warranty*) apply.

21. Force Majeure and Specified Risks

Force Majeure

- 21.1. The Purchaser acknowledges and agrees that Sandvik shall not be: (a) in breach of the Contract; or (b) liable to the Purchaser under the Contract (or otherwise) for any default or delay in the performance of its obligations under the Contract if, and to the extent, the breach, default, or delay is caused or contributed to by an event of Force Majeure.
- 21.2. Where an event of Force Majeure occurs: (a) Sandvik shall be excused from further performance or observance of the obligations in the Contract impacted by the event of Force Majeure for so long as the circumstances causing the event of Force Majeure prevail; (b) Sandvik shall be entitled to receive an equitable adjustment to any milestones or delivery dates impacted by the event of Force Majeure; and (c) Sandvik shall, as soon as is reasonably practicable: (i) notify the Purchaser of any known consequences to the supply of the Goods or Services (including transport and logistics and their costs) impacted by the event of Force Majeure; and (ii) give the Purchaser reasonable details of the likely consequences of the event of Force Majeure, and, with respect to the foregoing, Sandvik (acting reasonably) reserves the right to pass through such cost to the Purchaser provided that any increase in costs will be calculated in accordance with any rates specified in the Contract, or if there are no rates, by a reasonable amount.
- 21.3. If a Force Majeure event prevents, hinders, or delays Sandvik's performance of its obligations for a continuous period of one hundred and eighty (180) Days or more, then either party may terminate the Contract impacted by the event of Force Majeure by giving two (2) weeks' written notice to the other party.

Specified Risks

- 21.4. The Purchaser agrees that: (a) given the nature of the Specified Risks; and (b) without prejudice or limitation to the generality of Clauses 21.1 to 21.3 (inclusive), Sandvik's performance or observance of its obligations under the Contract may be impacted by a Specified Risk.
- 21.5. The Purchaser agrees that, on the occurrence of a Specified Risk, Sandvik may, acting reasonably, require equitable changes to the Contract (including to milestones, delivery dates, and prices) to the

nakon pismenog obaveštenja Kupcu: (a) odmah povući bilo koju Olakšicu koja je možda bila proširena Kupcu i zahtevati hitnu isplatu svih sredstava koju Kupac duguje Sandviku, bez obzira da li su dospeli za plaćanje u to vreme ili dospeli za plaćanje u budućnosti; (b) odmah suspenduje izvršenje Ugovora (uključujući bilo koju licencu datu Ugovorom); (c) odmah raskinuti (bez kazne) Ugovor; (d) odmah preduzme sve moguće radnje da zaštiti svoje interese za Robu i Sandvik IPR; i/ili (e) nadoknaditi sve troškove i gubitke povezane sa takvom radnjom raskida.

- 20.2. Raskid Ugovora (kako god da nastane) neće uticati na stečena prava i obaveze bilo koje strane na datum raskida.
- 20.3. Sandvik je saglasan da skladišti i dozvoli Kupcu da preuzme ili na drugi način preuzme Ulazne podatke i/ili Izlazne podatke specifične za Kupca pod uslovom da je takav zahtev upućen Sandviku u pisanoj formi i u roku od najviše trideset (30) dana od (uključujući) datuma raskida ili isteka Ugovora.
- 20.4. Kupac može da raskine Ugovor sa trenutnim dejstvom slanjem pismenog obaveštenja Sandviku ako Sandvik počini materijalnu povredu Ugovora koja nije otklonjena u roku od četrdesetpet (45) dana od pismenog obaveštenja kojim se zahteva ispunjenje.
- 20.5. U svrhe Klauzule 20.4, Isporuka manjive Robe se sama po sebi neće tumačiti kao materijalno kršenje Ugovora i, u takvim slučajevima, prava i pravna sredstva Kupca dostupna su pod Sandvik Garancijom i primenjuju se odredbe Klauzule 11 (*Sandvik Garancija*).

21. Viša Sila i Predviđeni Rizici

Viša Sila

- 21.1. Kupac potvrđuje i slaže se da Sandvik neće: (a) prekršiti Ugovor; ili (b) biti odgovoran Kupcu prema Ugovoru (ili na neki drugi način) za bilo kakvo neispunjenje ili kašnjenje u izvršavanju njegovih obaveza po Ugovoru ako, i u meri u kojoj je kršenje, neispunjenje ili kašnjenje uzrokovano ili doprinelo nekom događaju Više Sile.
- 21.2. Tamo gde dođe do slučaja Više Sile: (a) Sandvik će biti oslobođen daljeg izvršavanja ili poštovanja obaveza iz Ugovora na koje utiče slučaj Više Sile sve dok okolnosti koje su izazvale događaj Više Sile prevladavaju; (b) Sandvik će imati pravo na pravično prilagođavanje bilo koje odrednice ili datuma isporuke na koje utiče slučaj Više Sile; i (c) Sandvik će, čim je to razumno izvodljivo: (i) obavestiti Kupca o svim poznatim posledicama na snabdevanje Robe ili Usluga (uključujući transport i logistiku i njihove troškove) na koje utiče slučaj Više Sile; i (ii) dati Kupcu razumne detalje o verovatnim posledicama Više Sile, i, s obzirom na gore navedeno, Sandvik (postupajući razumno) zadržava pravo da prenese takve troškove na Kupca pod uslovom da svako povećanje troškova će biti obračunato u skladu sa svim stopama navedenim u Ugovoru, ili ako ne postoje, u razumnom iznosu.
- 21.3. Ako događaj više sile spreči, ometa ili odloži Sandvikovo izvršavanje svojih obaveza u neprekidnom periodu od stotinu i osamdeset (180) dana ili više, tada svaka strana može raskinuti Ugovor na koji utiče događaj Više Sile davanjem roka od dve (2) nedelje pismenim obaveštenjem drugoj strani.

Predviđeni Rizici

- 21.4. Kupac je saglasan da: (a) imajući u vidu prirodu Predviđenih Rizika; i (b) bez prejudiciranja ili ograničenja na opštost Klauzule 21.1 do 21.3 (uključujući istu), na Sandvikovo izvršenje ili poštovanje njegovih obaveza prema Ugovoru može uticati Predviđeni Rizik.
- 21.5. Kupac je saglasan da, u slučaju pojave Predviđenog Rizika, Sandvik može, postupajući razumno, zahtevati pravične izmene Ugovora (uključujući odrednice, datume isporuke i cene) u meri koja je neophodna za kompenzaciju posledice Predviđenog Rizika.

extent necessary to compensate for the consequences of the Specified Risk.

22. Unsafe conditions and applicable Laws

- 22.1. The Purchaser shall ensure that it complies with all applicable Laws relating to or concerning: (a) the environment and emissions; (b) occupational health and safety; (c) sustainability; (d) the operation of plant and machinery; and (e) hazards and hazardous substances, and shall have and maintain all appropriate procedures and policies required by applicable Law.
- 22.2. Notwithstanding the generality of Clause 22.1, the Purchaser shall: (a) take all steps necessary to prevent the occurrence of Unsafe conditions or activities; and (b) notify Sandvik if it observes, reasonably suspects, or becomes aware of an Unsafe condition or activity.
- 22.3. If Sandvik identifies an Unsafe condition as described in Clause 22.2, Sandvik may require the Purchaser to remove or, to the extent reasonably possible, mitigate the effect of the Unsafe condition, and the Purchaser must comply with that request promptly and without delay.
- 22.4. Sandvik reserves the right to suspend the delivery of Goods or performance of Services or Digital Services to the Purchaser where any Unsafe condition exists until such time as the Unsafe condition has been rectified to Sandvik's satisfaction.
- 22.5. The Purchaser shall ensure that: (a) it notifies Sandvik of all Unsafe conditions or activities of which it becomes aware (including those within its control) promptly and without delay (and immediately where the Unsafe condition or activity may risk the health or safety of Sandvik's Representatives); and (b) all relevant personnel are informed of, and comply with: (i) all relevant Laws; and (ii) any Sandvik protocols, codes of conduct, policies, or procedures notified to the Purchaser (which may include health and safety requirements, machine operation instructions or manuals, security policies, employee conduct requirements, sustainability and environment policies) from time to time in connection with the Contract.

23. Applicable Laws Indemnity

- 23.1. The Purchaser shall indemnify Sandvik, its Affiliates, and their Representatives and Related Entities (and keep such persons indemnified) for itself and on behalf of its Related Entities and Representatives from and against all and any Liabilities suffered or incurred in any jurisdiction by Sandvik or its Affiliates or any of its Related Entities or Representatives in relation to: (a) any failure by the Purchaser to comply with Clause 19 (*Sanctions, Export Laws, and End-User Assurances etc.*), or Clauses 24.3 (*Anti-bribery*), 24.4 (*Modern Slavery*), or 24.5 (*Anti-facilitation of tax avoidance*), including Liabilities relating to any steps or actions which are required to be taken by Sandvik to remedy any such failures; or (b) a breach of the applicable Laws described therein.
- 23.2. For the purposes of this Clause 23: (a) "**Liabilities**" means all Claims which may be alleged, threatened, made or brought by or against Sandvik and/or its Affiliates (or any of its Related Entities or Representatives) and all Losses which may be suffered or incurred by Sandvik and/or its Affiliates (or any of its Related Entities or Representatives); (b) "**Claims**" means any actual or potential claims, suits, actions, proceedings or investigations (whether by any investigative body, Sanctions Authority or otherwise), demands, judgments or awards; and (c) "**Losses**" means any losses, liabilities, damages, costs, charges or expenses (including reasonable professional fees incurred in investigating or defending any claim or proceeding whether such claim or proceeding is successfully defended or not), fines or penalties; and including all Losses which it may incur in investigating, considering, responding to, disputing, defending or settling any Claim (whether or not Sandvik and/or its Affiliates or any Related Entity or Representative is an actual or

22. Nebezbedno stanje i Merodavno pravo

- 22.1. Kupac će obezbediti da poštuje Merodavno pravo koji se odnose na ili koji se tiču: (a) životne sredine i emisija; (b) zdravlje i bezbednost na radu; (c) održivost; (d) rad postrojenja i mašina; i (e) opasnosti i opasne supstance, i imaće i održavati sve odgovarajuće procedure i pravila koje se zahtevaju po Merodavnom pravu.
- 22.2. Bez obzira na opštost Klauzule 22.1. Kupac će: (a) preduzeti sve potrebne korake da spreči pojavu Nebezbednog stanja ili aktivnosti; i (b) obavesti Sandvik ako primeći, osnovano sumnja ili postane svestan Nebezbednog stanja ili aktivnosti.
- 22.3. Ako Sandvik identifikuje Nebezbedno stanje kao što je opisano u Klauzuli 22.2. Sandvik može zahtevati od Kupca da ukloni ili, koliko je to razumno moguće, ublaži efekat Nebezbednog stanja, a Kupac mora odmah da se povinuje tom zahtevu i bez odlaganja.
- 22.4. Sandvik zadržava pravo da obustavi isporuku Robe ili pružanje Usluga ili Digitalnih Usluga Kupcu ako postoji bilo koje Nebezbedno stanje sve dok se Nebezbedno stanje ne ispravi na Sandvikovo zadovoljstvo
- 22.5. Kupac se obavezuje da: (a) obavesti Sandvik o svim Nebezbednim stanjima ili aktivnostima za koje postane svestan (uključujući one koje su pod njegovom kontrolom) odmah i bez odlaganja (i odmah kada nebezbedno stanje ili aktivnost može rizikovati zdravlje ili bezbednost Sandvikovih predstavnika); i (b) informiše svo relevantno osoblje i pridržava se: (i) svih relevantnih zakona; i (ii) bilo kojeg Sandvik protokola, kodeksa ponašanja, pravila ili procedure o kojima je obavestjen Kupac (koji mogu uključivati zdravstvene i bezbednosne zahteve, uputstva za rad mašine ili priručnike, bezbednosne politike, zahteve ponašanja zaposlenih, održivost i politiku zaštite životne sredine) s vremena na vreme u vezi sa Ugovorom.

23. Ođšteta po Merodavnom pravu

- 23.1. Kupac će obešteti Sandvik, njegova Povezana lica, njihove Predstavnike i Povezane entitete (i održati takva lica obeštene) za sebe i u ime svojih Povezanih entiteta i Predstavnika od i protiv svih i bilo kojih obaveza koje su pretrpele ili nastale u bilo kojoj jurisdikciji od strane Sandvik-a ili njegovih Povezanih lica ili bilo kog od njegovih Povezanih entiteta ili Predstavnika u vezi sa: (a) bilo kojim propustom Kupca da se pridržava Klauzule 19 (*Sankcije, Kontrola Izvoza, Uveravanje Krajnjeg Korisnika itd.*), ili Klauzule 24.3 (*Sprečavanje Povezivanja*), 24.4 (*Moderno ropstvo*) ili 24.5 (*Sprečavanje podrške poreske evazije*), uključujući Obaveze koje se odnose na sve korake ili radnje koje Sandvik mora da preduzme da bi popravio bilo koji takav neuspeh; ili (b) kršenje Merodavnog prava opisanih u njima.
- 23.2. Za svrhe ove Klauzule 23: (a) "**Obaveze**" označavaju sve Zahteve koji mogu biti izneti, zaprećeni, podneti ili pokrenuti od strane ili protiv Sandvik-a i/ili njegovih Povezanih lica (ili bilo kojeg od njegovih Povezanih entiteta ili Predstavnika) i svi gubici koje Sandvik i/ili njegova Povezana lica (ili bilo koje od njegovih Povezanih entiteta ili Predstavnika) mogu pretrpeti; (b) "**Zahtevi**" označavaju sve stvarne ili potencijalne tužbe, predloge, radnje, postupke ili istrage (bilo od strane istražnog tela, Tela za Sankcije ili drugi), zahteve, presude ili odluke; i (c) "**Gubici**" označavaju sve gubitke, obaveze, štete, troškove, naknade ili izdatke (uključujući razumne profesionalne naknade nastale u istrazi ili odbrani bilo kog zahteva ili postupka bez obzira da li je takav zahtev ili postupak uspešno odbranjen ili ne), novčane kazne ili nalazi; i uključujući sve gubitke koje se mogu pretrpeti prilikom istrage, razmatranja, odgovaranja, osporavanja, odbrane ili poravnjanja bilo kog potraživanja (bez obzira da li je Sandvik i/ili njegovo Povezano lice ili bilo koji Povezani entitet ili Predstavnik stvarna ili potencijalna

potential party to such Claim) or in establishing its right to be indemnified pursuant to the Contract.

24. Miscellaneous provisions

- 24.1. **Severability:** If any provision of the Contract is found by a court or administrative body having competent jurisdiction over the Contract to be wholly or partly illegal, invalid, or unenforceable then that provision (or the part that is illegal, invalid, or unenforceable) shall be: (a) modified to the extent necessary to give effect to the commercial intention of the parties; or (b) where the above is not possible, treated as deleted from the Contract, provided that a deletion made under Clause 24.1(b) shall not affect the validity or enforceability of the remaining provisions (or part provisions) of the Contract.
- 24.2. **Exclusive and cumulative remedies:** Except as otherwise expressly provided in the Contract (including as a sole or exclusive remedy): (a) no right, power, privilege, or remedy conferred is intended to be exclusive of any other right, power, privilege, or remedy; and (b) remedies provided under the Contract shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at Law, in equity, or otherwise.
- 24.3. **Code of conduct and compliance with anti-bribery Laws:** The Purchaser shall at all times comply with: (a) the Sandvik Code of Conduct (a copy of which is available on request); and (b) all applicable Laws relating to anti-bribery and anti-corruption (including anti-money laundering) including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act as amended from time to time).
- 24.4. **Modern slavery:** Without prejudice to any other provision within the Contract, the Purchaser shall, at all relevant times: (a) comply with the provisions of all applicable Laws and ensure that all of its personnel have received appropriate training on the same; (b) comply with the Sandvik Code of Conduct relating to modern slavery or human trafficking as is notified to the Purchaser by Sandvik from time to time; (c) immediately notify Sandvik in writing if it has reason to believe that it, or any member of its supply chain, is in breach of, or is likely to breach any provisions of this Clause 24.4 (or would do so if it were a party to the Contract), or if it receives a communication from any person alleging breach of applicable Laws; (d) retain detailed, accurate, and continuously maintained records setting out: (i) its staff hiring procedures; (ii) its supplier and sub-contractor selection processes; and (iii) the steps it takes to ensure that it, and each member of its supply chain, is not engaged in any activity relating to slavery or abuse of labour, which is prohibited by the applicable Laws, and shall promptly provide copies of such records to Sandvik at Sandvik's request.
- 24.5. **Anti-facilitation of tax evasion:** The Purchaser shall (and shall ensure that its supply chain shall): (a) not engage in any activity, practice, or conduct which will or may constitute: (i) a Serbian tax evasion facilitation offence under applicable Laws; or (ii) a foreign tax evasion facilitation offence under applicable Laws; (b) have (and maintain in place) throughout the term of the Contract, a reasonable prevention procedure to ensure: (i) the prevention of the facilitation of tax evasion by another person (including without limitation employees of the Provider); and (ii) compliance with this Clause 24.5; (c) promptly report to Sandvik any request or demand from a third party made in connection with the Contract to facilitate the evasion of tax within the meaning of applicable Laws; and (d) within twelve (12) months of Order Effective Date, and annually thereafter, certify to Sandvik in writing signed by an officer of the Purchaser, its compliance with this Clause 24.5 by the Purchaser and all persons associated with it. For the purposes of this Clause 24.5, the meaning of reasonable prevention procedure shall be determined in accordance with applicable Laws and guidance issued by authorities from time to time.
- 24.6. **Assignment and novation:** The parties agree that: (a) Sandvik may assign, novate, or otherwise deal with the Contract pursuant to these ToS without the consent of the Purchaser, to the extent permissible by Law; and (b) the Purchaser agrees to provide all assistance

strana u takvom Zahtevu) ili u utvrđivanju svog prava na obeštećenje po Ugovoru.

24. Opšte odredbe

- 24.1. **Severabilnost:** Ako sud ili administrativno telo koje ima nadležnost nad Ugovorom utvrdi da je bilo koja odredba Ugovora u potpunosti ili delimično nezakonita, ništava ili neizvršiva, onda ta odredba (ili deo koji je nelegalan, ništav ili neizvršiv) biće: (a) izmenjen u meri koja je neophodna da bi se ostvarile komercijalne namere strana; ili (b) kada gore navedeno nije moguće, tretira se kao izbrisano iz Ugovora, pod uslovom da brisanje izvršeno prema Klauzuli 24.1(b) neće uticati na validnost ili izvršivost preostalih odredbi (ili delova) Ugovora.
- 24.2. **Ekskluzivni i kumulativni pravni lekovi:** Osim ako je drugačije izričito predviđeno u Ugovoru (uključujući kao jedini ili isključivi pravni lek): (a) nijedno pravo, moć, privilegija ili pravni lek ne isključuju bilo koje drugo pravo, moć, privilegiju ili pravni lek; i (b) pravni lekovi predviđeni Ugovorom će biti kumulativni i kao dodatak, a ne umesto, bilo kojih drugih pravnih lekova dostupnih bilo kojoj strani po zakonu, u pravnom kapitalu ili na drugi način.
- 24.3. **Kodeks ponašanja i usklađenost sa zakonima za sprečavanje podmićivanja:** Kupac će se u svakom trenutku pridržavati: (a) Sandvikovog Kodeksa ponašanja (čija kopija je dostupna na zahtev); i (b) sve važeće zakone koji se odnose na borbu protiv mita i korupcije (uključujući i borbu protiv pranja novca), uključujući Zakon o podmićivanju Ujedinjenog Kraljevstva iz 2010. i Zakon o korupciji u inostranstvu u SAD sa izmenama i dopunama s vremena na vreme).
- 24.4. **Moderno ropstvo:** Ne dovodeći u pitanje bilo koju drugu odredbu u okviru Ugovora, Kupac će, u svakom relevantnom trenutku: (a) poštovati odredbe Merodavnog prava i obezbedi da svo njeno osoblje prođe odgovarajuću obuku o istom; (b) pridržavati se Sandvikovog Kodeksa ponašanja koji se odnosi na moderno ropstvo ili trgovinu ljudima o čemu Sandvik povremeno obaveštava Kupca; (c) odmah pismeno obavesti Sandvik ako ima razloga da veruje da on, ili bilo koji član njegovog lanca snabdevanja, krši, ili je verovatno da će prekršiti bilo koju odredbu ove Klauzule 24.4 (ili bi to uradio da je strana u Ugovoru) ili ako primi poruku od bilo koje osobe koja tvrdi da je prekršila Merodavno pravo; (d) zadrži detaljnu, tačnu i kontinuirano održavanu evidenciju koja navodi: (i) procedure zapošljavanja svog osoblja; (ii) proces odabira dobavljača i podizvođača; i (iii) korake koje preduzima kako bi se osiguralo da on, kao i svaki član njegovog lanca snabdevanja, nisu angažovani u bilo kojoj aktivnosti koje se odnose na ropstvo ili zloupotrebe rada koje su zabranjene Merodavnim pravom i da će odmah dostaviti kopije takvih zapisa Sandviku na zahtev Sandvik-a.
- 24.5. **Sprečavanje podrške poreske evazije:** Kupac će (i) postaraće se da njegov lanac snabdevanja: (a) neće učestvovati ni u jednoj aktivnosti, praksi ili ponašanju koje su ili mogu predstavljati: (i) radnju olakšavanja utaje poreza u Srbiji prema Merodavnom pravu ili (ii) krivično delo olakšavanja utaje stranog poreza prema Merodavnom pravu; (b) ima (i) održava na mestu) tokom trajanja Ugovora, razumnu proceduru prevencije kako bi se obezbedilo: (i) sprečavanje podrške poreske evazije od strane drugog lica (uključujući bez ograničenja zaposlene kod Provajdera); i (ii) usklađenost sa ovom Klauzulom 24.5; (c) brzo prijaviti Sandvik-u svaki zahtev ili zahtev treće strane u vezi sa Ugovorom da bi se olakšala utaja poreza u smislu Merodavnog prava; i (d) u roku od dvanaest (12) meseci od Datuma Zaključenja Porudžbine, i jednom godišnje nakon toga, pismeno potvrditi Sandvik-u, napismeno dokumentovano i potpisano od strane službenika Kupca, da je u skladu sa ovom Klauzulom 24.5 od strane Kupca i svih lica povezanih sa njim. Za potrebe ove Klauzule 24.5, značenje razumnog postupka prevencije će se utvrditi u skladu sa Merodavnim pravom i uputstvima koje izdaju nadležni organi sa vremena na vreme.
- 24.6. **Ustupanje i novacija:** Strane su saglasne da: (a) Sandvik može ustupiti, novirati ili na drugi način postupati sa Ugovorom u skladu sa ovim ToS bez saglasnosti Kupca, u meri u kojoj je to dozvoljeno zakonom; i (b) Kupac je saglasan da pruži svu razumnu pomoć koju Sandvik traži da bi ostvario svoja prava prema ovoj Klauzuli.

- reasonably required by Sandvik to give effect to its rights under this Clause.
- 24.7. **Subrogation rights:** Except where prohibited by Law, the Purchaser shall require its insurer (if any) to waive all rights of subrogation against Sandvik or Sandvik's insurers.
- 24.8. **No waiver:** No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall be, or shall be deemed to be, a waiver or in any way prejudice any right of that party under the Contract.
- 24.9. **Notices:** Any notice or demand under the Contract shall be: (a) given in writing; and (b) delivered by registered mail, courier, or by hand to the address set out in the Order or, with the exception of the service of legal proceedings, sent by email to the address specified in the Order. A notice given in accordance with this Clause 24.9 shall be deemed to have been received: (a) if delivered by hand or courier on a business day (for the recipient) before 17:00 p.m. recipient's time, on the date of delivery; (b) if delivered by hand or courier on a business day (for the recipient) on or after 17:00 p.m. recipient's time, the business day (for the recipient) following the date of delivery; (c) if delivered by registered mail, seven (7) Days after the date of posting; or (d) email, at 9.00 a.m. (recipient's time) on the business day (for the recipient) immediately following transmission.
- 24.10. **Third party rights:** A person who is not a party to the Contract may not enforce any of its terms.
- 24.11. **No partnership or agency:** The parties agree that nothing in the Contract is intended to create: (a) a partnership; (b) the relationship of principal and agent; or (c) the relationship of employer and employee, between the parties.
- 24.12. **Survival:** Those provisions of the Contract that, by their nature, are intended to survive the termination or expiry of the Contract, shall so survive.
- 24.13. **Dispute resolution:** The parties agree that: (a) all disputes arising out of or in connection with the present contract shall be finally settled by arbitration organized in accordance with the Rules of the Belgrade Arbitration Center (the Belgrade Rules); (b) the place of arbitration shall be Belgrade; (c) the language to be used in the arbitral proceedings shall be Serbian; (d) the decision of the arbitrator(s) shall be final and binding on the parties, and subject to the aforesaid, the parties hereby exclude any rights of application or appeal to any court to the extent that they may validly so agree and in particular in connection with any question of Law; (e) all documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for the purposes of the arbitration or the enforcement of the arbitrator's decision and award; (f) except as required to enforce the arbitrator's decision and award, the parties shall not, and shall procure that their respective personnel, their respective Affiliates, and the personnel of their respective Affiliates shall not, make any announcement, or comment upon, or originate any publicity, or otherwise provide any information to any third party (other than its legal advisors, insurers, and auditors) concerning the arbitration including the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator; and (g) nothing in the Contract shall prevent Sandvik from applying for interim, interlocutory, or other provisional relief to protect its rights and interests (including temporary restraining orders and interlocutory injunctions to protect the Sandvik IPR or Confidential Information) in any court of competent jurisdiction provided that such provisional relief shall not prevent or stay any arbitration.
- 24.14. **Governing law and jurisdiction:** The parties agree that: (a) the governing law of the Contract shall be the laws of Republic of Serbia (without giving effect to its conflict of laws provisions); (b) the submission to the jurisdiction of the Belgrade Arbitration Center shall not limit the right of Sandvik to take proceedings against the Purchaser in any court which may otherwise exercise jurisdiction over the Purchaser or any of its assets; (c) the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Contract; and (d) for the purposes of Sandvik's rights under Clause 24.13(h), the Courts of Republic of Serbia shall have jurisdiction with respect to applications for interim, interlocutory, or other provisional
- 24.7. **Prava subrogacije:** Osim kada je to Zakonom zabranjeno, Kupac će zahtevati od svog osiguravača (ako postoji) da se odrekne svih prava subrogacije protiv Sandvik-a ili Sandvikovih osiguravača.
- 24.8. **Bez odricanja:** Odlaganje, zanemarivanje ili uzdržavanje od strane bilo koje strane u sprovođenju bilo koje odredbe ili uslova Ugovora protiv druge strane neće se smatrati odricanjem ili na bilo kojim način prejudicirati bilo koje pravo te strane po Ugovoru.
- 24.9. **Obaveštenja:** Svako obaveštenje ili zahtev po Ugovoru biće: (a) dati u pisanoj formi; i (b) dostavljeno preporučenom poštom, kurirskom službom ili ručno na adresu navedenu u Porudžbini ili, sa izuzetkom usluge sudskog postupka, poslato elektronskom poštom na adresu navedenu u Porudžbini. Obaveštenje dato u skladu sa ovom Klauzulom 24.9 smatraće se primljenim: (a) ako je dostavljeno ručno ili kurirskom službom radnim danom (za primaoca) pre 17:00 časova po vremenu primaoca, na dan isporuke; (b) ako se isporučuje ručno ili kurirskom službom na radni dan (za primaoca) u 17:00 sati ili posle po vremenu primaoca, radni dan (za primaoca) koji sledi nakon datuma isporuke; (c) ako se dostavlja preporučenom poštom, sedam (7) dana nakon datuma slanja; ili (d) e-poštom, u 9.00 (po vremenu primaoca) radnog dana (za primaoca) neposredno nakon slanja.
- 24.10. **Prava trećih strana:** Osoba koja nije strana u Ugovoru ne može da sprovedi bilo koju od njegovih odredbi.
- 24.11. **Bez partnerstva ili agencije:** Strane su saglasne da ništa u Ugovoru nije namenjeno stvaranju: (a) partnerstva; (b) odnosa principala i agenta; ili (c) odnos poslodavca i zaposlenog između strana.
- 24.12. **Opstanak:** One odredbe Ugovora koje po svojoj prirodi imaju za cilj da opstanu nakon raskida ili isteka Ugovora, tako će opstati.
- 24.13. **Rešavanje sporova:** Strane su saglasne da: (a) svi sporovi koji nastanu iz ovog ugovora ili u vezi s njim konačno se rešavaju arbitražom organizovanom u skladu sa Pravilnikom Beogradskog arbitražnog centra (Beogradska pravila); (b) sedište arbitraže je Beograd; (c) jezik koji će se koristiti u arbitražnom postupku biće srpski; (d) odluka arbit(a)ra će biti konačna i obavezujuća za strane, i u skladu sa gore navedenim, strane ovim isključuju svako pravo apliciranja ili žalbe bilo kom sudu u meri u kojoj se tako mogu valjano dogovoriti i to posebno u vezi sa bilo kojim pravnim pitanjem; (e) svi dokumenti i informacije otkriveni tokom arbitraže će biti strogo poverljivi od strane primaoca i neće ih koristiti u bilo koju drugu svrhu osim u svrhe arbitraže ili izvršavanja odluke arbitara i presude ; (f) osim ako je to potrebno za sprovođenje odluke i presude arbitara, strane neće, i obezbediće da njihovo osoblje, njihova Povezana lica i osoblje njihovih Povezanih lica ne daju bilo kakvu najavu, ili komentarišu, ili pokrenu bilo kakav publicitet ili na drugi način pruže bilo koju informaciju bilo kojoj trećoj strani (osim njenih pravnih savetnika, osiguravača i revizora) u vezi sa arbitražom, uključujući činjenicu da su strane u sporu, postojanje arbitraže ili bilo koju odluku ili presudu arbitara; i (g) ništa u Ugovoru neće sprečiti Sandvik da podnese zahtev za privremenu, prethodnu ili drugu meru radi zaštite svojih prava i interesa (uključujući privremene zabrane pristupa i privremene mere za zaštitu Sandvik IPR ili Poverljivih Informacija) pred bilo kojim nadležnim sudom pod uslovom da takva privremena mera neće sprečiti ili zaustaviti bilo kakvu arbitražu.
- 24.14. **Merodavno pravo i nadležnost:** Strane su saglasne da: (a) merodavno pravo Ugovora bude pravo Republike Srbije (bez primene pravila o rešavanju sukobu zakona); (b) podnošenje nadležnosti Beogradskog arbitražnog centra neće ograničiti pravo Sandvik-a da pokrene postupak protiv Kupca pred bilo kojim sudom koji bi inače mogao vršiti nadležnost nad Kupcem ili bilo kojom njegovom imovinom; (c) Konvencija Ujedinjenih nacija o ugovorima o međunarodnoj prodaji robe se ne primenjuje na Ugovor; i (d) za potrebe Sandvikovih prava prema Klauzuli 24.13(h), sudovi Republike Srbije će imati nadležnost u pogledu zahteva za privremene, prethodne ili druge mere (uključujući zahteve za privremene zabrane pristupa i privremene mere).

relief (including applications for temporary restraining orders and interlocutory injunctions).

25. Definitions

In these ToS words or phrases beginning with a capital letter shall have their respective meanings given below:

- 25.1. **Affiliate:** any entity which: (a) is controlled by a party; (b) controls a party; or (c) is under common control with a party, where **control** means the direct or indirect ownership of more than fifty per cent (50%) of the shares or interests entitled to vote for the directors of such entity or equivalent power over the management of such entity, for so long as such entitlement or power exists.
- 25.2. **Amount Payable:** the amount of any debit balance shown on an invoice.
- 25.3. **Confidential Information:** any information or data, in respect of a party or its Affiliates or Representatives or their respective operations, including but not limited to reports, brochures, technical documents, specifications, part-numbers, service manuals, drawings, information, interpretations, production methods, records, operations, processes, plans, product information, price lists, market opportunities and customers containing or otherwise reflecting any information that is or may be proprietary and includes, but is not limited to, trade secrets, concepts, know-how, designs, patent applications, inventions, Software, (cross) references, processes, business plans, and financial information, that a party discloses to the other party or its Affiliates or Representatives in writing, orally or otherwise.
- 25.4. **Connected Equipment:** equipment, including Goods, which have remote monitoring hardware or software installed, connected, and activated by Sandvik.
- 25.5. **Contract:** means: (a) the Order Acceptance; (b) these ToS; (c) the separate terms of use applicable to the Digital Services provided or made available to the Purchaser by Sandvik in advance of the provision of the Digital Services (if any); (d) the Quote; (e) the Order (subject to Clause 3.2) or contract to which these ToS have been attached or incorporated by reference; and (f) any other document which is attached to or incorporated by reference in the Order Acceptance, these ToS, the terms of use for the Digital Services (if any), or the Quote.
- 25.6. **Data Protection Legislation:** means: (a) if directly applicable, the General Data Protection Regulation ((EU 2016/679) (**GDPR**) or the Serbian retained version of GDPR (as the case may be); and/or (b) any national laws, regulations and legislation in relation to data privacy, as amended or updated from time to time.
- 25.7. **Day(s):** all calendar days, including weekends and holidays.
- 25.8. **Delay Payment(s):** the liquidated damages (if any): (a) expressly specified in the Contract; and (b) payable, subject to the performance relief mechanisms set out in these ToS, where specified Goods are not delivered on or before the expiry of the Delivery Date, provided that, under no circumstances, shall the Delay Payment payable for a relevant Good exceed 5% (five percent) of the total fees payable for that Good (ex VAT).
- 25.9. **Delivery Date:** the date (or period) for delivery of the Goods or Services as specified and agreed in the Contract.
- 25.10. **Digital Services:** the Sandvik digital services: (a) specified in the Contract; or (b) otherwise provided in connection with Connected Equipment (including the Equipment Monitoring Service).
- 25.11. **Distributor:** Sandvik Representatives (including agents, distributors, dealers, or other intermediaries) who: (a) sell or resell Goods, Services, or Digital Services; or (b) provide Sandvik with equipment or services.
- 25.12. **Due Date:** means, with respect to: (a) the sale of Goods comprising equipment, seven (7) Days from (and including) the issue date of the relevant invoice; (b) the sale of Goods comprising parts or consumables, chemical resins, or resin capsules, thirty (30) Days from (and including) the issue date of the relevant invoice; and (c) the

25. Definicije

U ovim ToS reči ili fraze koje počinju velikim slovom imaju svoja odgovarajuća značenja data u nastavku:

- 25.1. **Povezano lice:** bilo koji entitet koji: (a) kontroliše strana; (b) kontroliše stranu; ili (c) je pod zajedničkom kontrolom sa strankom, gde kontrola znači direktno ili indirektno vlasništvo nad više od pedeset procenata (50%) akcija ili udela sa pravom glasa za direktore takvog entiteta ili ekvivalentnu moć nad upravljanjem takvog entiteta, sve dok takvo pravo ili moć postoji.
- 25.2. **Iznos za plaćanje:** iznos zaduživanja prikazanog na fakturi.
- 25.3. **Poverljive Informacije:** sve informacije ili podaci u vezi sa stranom ili njenim Povezanim licima ili Predstavnicima ili njihovim odgovarajućim operacijama, uključujući, ali ne ograničavajući se na izveštaje, brošure, tehničku dokumentaciju, specifikacije, brojeve delova, servisne priručnike, crteži, informacije, tumačenja, metode proizvodnje, zapisi, operacije, procesi, planovi, informacije o proizvodima, cenovnici, tržišne mogućnosti i kupci koji sadrže ili na drugi način odražavaju bilo koju informaciju koja je ili može biti vlasništvo i uključuje, ali nije ograničena na, poslovne tajne, koncepte, znanje, dizajne, prijave za patente, pronalaskes, Softver, (unakrsne) reference, procese, poslovne planove i finansijske informacije koje jedna strana otkrije drugoj strani ili njenim Povezanim licima ili Predstavnicima u pisanom obliku, usmeno ili na drugi način.
- 25.4. **Povezana Oprema:** oprema, uključujući Robu, koja ima instaliran, povezan i aktiviran od strane Sandvik-a hardver ili softver za daljinsko praćenje.
- 25.5. **Ugovor:** znači: (a) Prihvatanje Porudžbine; (b) ove ToS; (c) posebne uslove korišćenja koji se primenjuju na Digitalne Usluge koje Sandvik pruža ili stavlja na raspolaganje Kupcu pre pružanja Digitalnih Usluga (ako ih ima); (d) Ponude; (e) Porudžbina (u skladu sa Klauzulom 3.2) ili ugovor uz koji su ovi ToS priloženi ili uključeni referencom; i (f) bilo koji drugi dokument koji je priložen ili uključen referencom u Prihvatanju Porudžbine, ovi ToS, uslovi korišćenja za Digitalne Usluge (ako ih ima) ili Ponuda.
- 25.6. **Propis o zaštiti podataka:** znači: (a) ako je direktno primenljivo, Opšta uredba o zaštiti podataka ((EU 2016/679) (**GDPR**) ili verzija GDPR-a primenjiva u Srbiji (u zavisnosti od slučaja); i /ili (b) sve nacionalne zakone, propise i zakone koji se odnose na privatnost podataka, sa izmenama ili dopunama s vremena na vreme.
- 25.7. **Dan(i):** svi kalendarski dani, uključujući vikende i praznike.
- 25.8. **Odloženo plaćanje:** likvidirana šteta (ako postoji): (a) izričito navedena u Ugovoru; i (b) plativa, u skladu sa mehanizmima za olakšanje izvršenja navedenim u ovim ToS, kada navedena Roba nije isporučena na dan ili pre isteka Datuma Isporuke, pod uslovom da, ni pod kojim okolnostima, Odloženo Plaćanje plativo za relevantnu Robu ne premašuje 5% (pet procenata) ukupnih naknada koje se plaćaju za tu Robu (bez PDV-a).
- 25.9. **Datum isporuke:** datum (ili period) za isporuku Robe ili Usluga kako je navedeno i dogovoreno u Ugovoru.
- 25.10. **Digitalne Usluge:** Sandvik digitalne usluge: (a) navedene u Ugovoru; ili (b) na drugi način obezbeđene u vezi sa Povezanim Opremom (uključujući Usluge Nadzora Opreme).
- 25.11. **Distributer:** Sandvik Predstavnici (uključujući agente, distributere, dilere ili druge posrednike) koji: (a) prodaju ili preprodaju Robu, Usluge ili Digitalne Usluge; ili (b) obezbeđuju Sandvik opremu ili usluge.
- 25.12. **Datum Dospeća:** znači, u vezi sa: (a) prodajom Robe koja sadrži opremu, sedam (7) Dana od (uključujući) datuma izdavanja relevantne fakture; (b) prodaju Robe koja se sastoji od delova ili potrošnog materijala, hemijskih smola ili kapsula smole, trideset (30) dana od (uključujući) datuma izdavanja relevantne fakture; i (c) pružanje Usluga

- supply of Services or Digital Services, thirty (30) Days from (and including) the issue date of the relevant invoice.
- 25.13. **Equipment Monitoring Service:** the services provided by Sandvik in connection with receiving Input Data as may be further detailed in the Contract which may include, but is not limited to, availability to Connected Equipment data via a web managed (or similar) subscription service received following online acceptance of any relevant web portal terms and conditions.
- 25.14. **Export Laws:** the: (a) UK Export Control Act 2002; (b) retained EU law version of the Dual-Use Regulation (428/2009/EC); (c) retained EU law version of the Anti-Torture Regulation ((EU 2019/125); (d) retained EU law version of the Firearms Regulation (258/2012/EU); and (e) all other applicable import and export control laws of a Sanctions Authority.
- 25.15. **Facility:** a purchase or credit facility.
- 25.16. **Force Majeure:** any acts, events, omissions, or circumstances beyond Sandvik's reasonable control including: (a) any shortage of electricity, water, or other utilities; (b) lack of production or capacity; (c) a failure in public or third-party controlled telecommunications networks (including the Internet); (d) strikes, lock outs, labour disputes, fires, floods, storms, epidemics or pandemics, acts of God or public enemy, malicious or accidental damage, delays in transport or delays by a carrier servicer, breakdowns in plant, machinery, non-performance or failure by any bank in relation to sending or receiving money under the Contract due to applicable Laws; (e) compliance with Law, governmental order, rule, regulation or direction; or (f) acts or omissions of the Purchaser or a third party that would, or is likely to, result in Sandvik being in breach (or in the reasonable opinion of Sandvik is likely to become in breach) of any Law (including extraterritorial laws), any financing arrangements, including any loan facilities or issued notes of Sandvik AB (publ.) or any of its Affiliates, or the Contract. The parties agree that a breach of the Sanctions and Export Laws does not fall within the definition of "Force Majeure" except, with respect to Sandvik, for Sanctions and/or embargoes that relate directly or indirectly to Sandvik's supply chain.
- 25.17. **Goods:** the Sandvik equipment and/or other components supplied to the Purchaser under, and in accordance with, the Contract.
- 25.18. **Input Data:** data that is generated, collected, recorded, or uploaded either by, from or in connection with, the Connected Equipment, including utilisation information regarding the Connected Equipment and the standard industry data SAE J1939 but excluding any data or information regarding Sandvik's equipment control systems including how to achieve functional performance.
- 25.19. **Insolvency Event:** the Purchaser is or becomes subject to one or more of the following events: (a) it suspends or threatens to suspend payment of its debts or becomes unable to pay its debts when they are due; (b) its financial position deteriorates to such an extent that, in Sandvik's opinion, the Purchaser's ability to fulfil its obligations under the Contract has been placed in jeopardy; (c) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Purchaser; (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Purchaser; (f) a person becomes entitled to appoint a receiver over the assets of the Purchaser or a receiver is appointed over the assets of the Purchaser; (g) the holder of a qualifying floating charge over the assets of the Purchaser over the assets of the Purchaser has become entitled to appoint or has appointed an administrative receiver; (h) a creditor or encumbrancer of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Purchaser's assets and such attachment or process is not discharged within fourteen (14) Days; (i) it informs any person that it is, presumed to be, insolvent; (j) it ceases or threatens to cease to carry on business; or (k) any guarantee or security given to Sandvik ili Digitalnih Usluga, trideset (30) dana od (uključujući) datum izdavanja relevantne fakture.
- 25.13. **Usluga Nadzora Opreme:** usluge koje Sandvik pruža u vezi sa primjenom Ulaznih podataka kao što može biti detaljnije opisano u Ugovoru, što može uključivati, ali nije ograničeno na, dostupnost podataka Povezane Opreme putem veb upravljanog (ili sličnim) pretplatničkim uslugama primljenim nakon prihvatanja svih relevantnih uslova veb portala na mreži.
- 25.14. **Izvojni zakoni:** (a) Zakon o kontroli izvoza Ujedinjenog Kraljevstva iz 2002; (b) zadržana EU verzija Uredbe o dvostrukoj upotrebi (428/2009/EZ); (c) zadržana verzija EU Uredbe protiv mučenja (EU 2019/125); (d) zadržana EU verzija Uredbe o vatrenom oružju (258/2012/EU); i (e) sav drugi primenljiv uvoz i izvoz kontrolne zakone Tela za Sankcije
- 25.15. **Olakšica:** kupovna ili kreditna olakšica.
- 25.16. **Viša Sila:** sve radnje, događaji, propusti ili okolnosti koje su van razumne kontrole kompanije Sandvik, uključujući: (a) svaki nedostatak struje, vode ili drugih komunalnih usluga; (b) nedostatak proizvodnje ili kapaciteta; (c) kvar u javnim ili telekomunikacionim mrežama koje kontrolišu treće strane (uključujući Internet); (d) štrajkovi, isključenja, radni sporovi, požari, poplave, oluje, epidemije ili pandemije, Božija dela ili neprijatelj, zlonamerna ili slučajna šteta, kašnjenja u transportu ili kašnjenja od strane prevoznika, kvarovi u postrojenjima, mašinama, ne -izvršenje ili neuspeh bilo koje banke u vezi sa slanjem ili primanjem novca po Ugovoru zbog Merodavnog prava; (e) poštovanje zakona, vladinog naloga, pravila, uredbe ili uputstva; ili (f) radnje ili propusti Kupca ili treće strane koji bi, ili bi mogli da dovedu do toga da Sandvik prekrši (ili je po razumnom mišljenju Sandvik-a verovatno da će prekršiti) bilo koji Zakon (uključujući eksteritorijalne zakone), bilo koji finansijskim aranžman, uključujući bilo koje kreditne olakšice ili izdate zapise Sandvik AB (publ.) ili njegovih Povezanih lica, ili sam Ugovor. Strane su saglasne da kršenje sankcija i Zakona o izvozu ne spada u definiciju „Više Sile“, osim, u odnosu na Sandvik, za sankcije i/ili embargo koji se direktno ili indirektno odnose na Sandvikov lanac snabdevanja.
- 25.17. **Roba:** Sandvik oprema i/ili druge komponente isporučene Kupcu prema Ugovoru i u skladu sa njim.
- 25.18. **Ulazni podaci:** podaci koji se generišu, prikupljaju, snimaju ili otpremaju bilo od strane Povezane Opreme ili u vezi sa njom, uključujući informacije o korišćenju Povezane Opreme i standardne industrijske podatke SAE J1939, ali isključujući bilo koje podatke ili informacije u vezi sa Sandvikovim sistemima za kontrolu opreme uključujući kako postići funkcionalne performanse.
- 25.19. **Slučaj Insolventnosti:** Kupac jeste ili postane predmet jednog ili više od sledećih događaja: (a) obustavi ili preti da će obustaviti plaćanje svojih dugova ili postane nesposoban da plati svoje dugove kada dospeju; (b) njegova finansijska pozicija se pogoršava do te mere da je, po Sandvikovom mišljenju, sposobnost Kupca da ispuni svoje obaveze po Ugovoru dovedena u opasnost; (c) započne pregovore sa svim ili bilo kojom klasom svojih poverilaca u cilju reprogramiranja svojih dugova, ili daje predlog ili ulazi u bilo kakav kompromis ili aranžman sa svojim poveriocima; (d) podneta je peticija, dato obaveštenje, doneta odluka ili je izdat nalog za ili u vezi sa zatvaranjem Kupca; (e) podnese se zahtev sudu, ili se izda nalog za imenovanje upravnika, ili ako je dato obaveštenje o nameri da se imenuje upravnik, ili ako je upravnik imenovan, za Kupca; (f) lice ima pravo da imenuje stečajnog upravnika nad imovinom Kupca ili je upravnik imenovan nad imovinom Kupca; (g) imalac kvalifikovane promenljive naknade nad imovinom Kupca nad imovinom Kupca je stekao pravo da imenuje ili je imenovao administrativnog upravnika; (h) poverilac ili teretnik Kupca zapleni ili preuzme posed, ili se nametnu, izvrše ili tuže, cela ili bilo koji deo imovine Kupca i takva zaplena ili proces nametnut je ili izvršen i nametnuta šteta, izvršenje, sekvestracija ili drugi takav proces nije otpušten u roku od četrnaest (14) Dana; (i) obavesti bilo koje lice da je, kako se pretpostavlja, nesolventno; (j) prestane ili preti da će prestati sa poslovanjem; ili (k) bilo koja garancija ili obezbeđenje dato Sandvik-u (uključujući Bezbednosni Interes) u vezi sa Kupcem bude opozvano ili postane neizvršivo.

- (including the Security Interest) in relation to the Purchaser is revoked or becomes unenforceable.
- 25.20. **Intellectual Property Rights or IPR:** (a) patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, plant variety rights, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for and be granted any of the foregoing, rights in inventions; (b) copyrights, design rights, semiconductor topography rights, moral rights, publication rights, database rights; (c) trade marks and service marks, applications for any of the foregoing, the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs; (d) rights in know-how, trade secrets and Confidential Information, data exclusivity rights; and (e) all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.
- 25.21. **Law(s):** (a) statutes, statutory instruments, regulations, by-laws, rules, ordinances, guidance, or subordinate legislation; (b) the common law and the law of equity; (c) a binding court order, judgment, or decree; (d) any industry code, guidance, policy or standard which, in each case, is enforceable by law or a regulator; and (e) any direction, policy, rule or order that is legally binding and that is made or given by a regulator.
- 25.22. **Belgrade Rules:** the then in force arbitration rules of the Belgrade Arbitration Centre.
- 25.23. **Minimum Technical Requirements:** has the meaning given in Clause 17.6.
- 25.24. **Order:** the purchase order or request issued by the Purchaser to Sandvik for the Goods, Services, or Digital Services.
- 25.25. **Order Acceptance:** Sandvik's acceptance of the Order and consequent agreement to the Contract by either: (a) delivering the Goods, Services, or Digital Services; or (b) issuing the Purchaser with a document named 'Order Acceptance' (or similar).
- 25.26. **Order Effective Date:** the date on which the Order Acceptance occurs.
- 25.27. **Output Data:** Input Data that has been processed by Sandvik in order to provide deliverables to the Purchaser as part of the Equipment Monitoring Service which always excludes any data or information regarding Sandvik's equipment control systems including how to achieve functional performance.
- 25.28. **party:** Sandvik or the Purchaser (as the case may be).
- 25.29. **parties:** Sandvik and the Purchaser.
- 25.30. **Personal Data:** has the meaning given in the GDPR.
- 25.31. **POD:** proof of delivery (as issued by Sandvik to the Purchaser).
- 25.32. **Project IPR:** the Intellectual Property Rights in any and all outputs, work products, or deliverables arising from, under, or in connection with the sale of the Goods or the provision or receipt of the Services or Digital Services.
- 25.33. **Purchaser:** the person or entity who Orders the Goods, Services, or Digital Services from Sandvik.
- 25.34. **Purchaser Obligations:** has the meaning given in Clause 12.2.
- 25.35. **Purpose:** Sandvik's business purposes including: development, optimisation, improvement, marketing, analysing market trends, evaluation of adoption rates, scheduling, and support of Sandvik's other current and future goods and services offerings, parts deliveries, software and hardware, product support, product development and other business improvements or offerings, including aggregating Sandvik Data with other data for the purpose of providing performance comparisons or benchmarking to Sandvik's other customers.
- 25.36. **Quote:** the quote or proposal document issued by Sandvik to the Purchaser for the Goods, Services, or Digital Services.
- 25.37. **Related Entity:** in respect of any entity, any of its representatives, contractors, subcontractors, intermediaries, joint venture and consortium partners, officers and directors and that entity's subsidiaries, parent companies (whether direct or indirect) and subsidiaries of a parent company, provided that such entity/person: (a) is receiving or performing services hereunder, or (b) is in any other way (directly or indirectly) associated with the Contract or linked to the Purchaser.
- 25.20. **Prava intelektualne svojine ili IPR:** (a) patenti, bilo kakva proširenja ekskluzivnosti u vezi sa patentima, sitnim patentima, korisnim modelima, registrovanim dizajnom, pravima na biljne sorte, prijavama za bilo šta od prethodno navedenog (uključujući, ali ne ograničavajući se na, nastavke, delimične nastavke i odvojene prijave), pravo na prijavu i davanje bilo kojeg od prethodno navedenih prava na pronalasku; (b) autorska prava, prava na dizajn, prava na topografiju poluprovodnika, moralna prava, prava na objavljivanje, prava na bazu podataka; (c) žigove i uslužne marke, prijave za bilo šta od prethodnog, pravo na podnošenje zahteva za bilo šta od prethodnog, prava na trgovačka imena, nazive preduzeća, nazive brendova, izgled, logotipe, imena domena i URL adrese; (d) prava na znanje, poslovne tajne i Poverljive Informacije, prava na ekskluzivnost podataka; i (e) svi drugi oblici prava intelektualne svojine koji imaju ekvivalentan ili sličan efekat bilo kom od prethodno navedenih koji mogu postojati bilo gde u svetu.
- 25.21. **Zakon(i):** (a) statuti, statutarni instrumenti, propisi, podzakonski akti, pravila, uredbе, smernice ili podzakonski akti; (b) običajno pravo i pravo pravičnosti; (c) obavezujući sudski nalog, presuda ili dekret; (d) svaki industrijski kodeks, smernice, politike ili standardi koji se, u svakom slučaju, mogu primeniti zakonom ili regulatorom; i (e) bilo koje uputstvo, politiku, pravilo ili naredbu koja je pravno obavezujuća i koju donosi ili daje regulator.
- 25.22. **Beogradska Pravila:** tada na snazi arbitražna pravila Beogradskog arbitražnog centra.
- 25.23. **Minimalni Tehnički Zahtevi:** ima značenje dato u Klauzuli 17.6.
- 25.24. **Porudžbina:** Porudžbenica ili zahtev koji je Kupac izdao Sandviku za Robu, Usluge ili Digitalne Usluge.
- 25.25. **Prihvatanje Porudžbine:** Sandvikovo prihvatanje Porudžbine i posledični pristanak na Ugovor bilo: (a) isporukom Robe, Usluga ili Digitalnih Usluga; ili (b) izdavanje Kupcu dokumenta pod nazivom „Prihvatanje Porudžbine“ (ili slično).
- 25.26. **Datum Zaključenja Porudžbine:** datum na koji dolazi do Prihvatanja Porudžbine.
- 25.27. **Izlazni podaci:** Ulazni podaci koje je Sandvik obradio kako bi obezbedio isporuku Kupcu kao deo Usluge Nadzora Opreme koja uvek isključuje bilo kakve podatke ili informacije u vezi sa Sandvikovim sistemima za kontrolu opreme, uključujući i kako postići funkcionalne performanse.
- 25.28. **strana:** Sandvik ili Kupac (u zavisnosti od slučaja).
- 25.29. **strane:** Sandvik i Kupac.
- 25.30. **Lični podaci:** ima značenje dato u GDPR-u.
- 25.31. **POD:** dokaz o isporuci (koji je Sandvik izdao Kupcu).
- 25.32. **Projekat IPR:** Prava Intelektualne Svojine na bilo koji od ili na sve rezultate, radne proizvode ili rezultate koji proizilaze iz, pod ili u vezi sa prodajom Robe ili pružanjem ili prijemom Usluga ili Digitalnih Usluga.
- 25.33. **Kupac:** lice ili entitet koji naručuje Robu, Usluge ili Digitalne Usluge od Sandvik-a.
- 25.34. **Obaveze Kupca:** ima značenje dato u Klauzuli 12.2.
- 25.35. **Svrha:** Sandvik-ove poslovne svrhe uključuju: razvoj, optimizaciju, poboljšanje, marketing, analizu tržišnih trendova, procenu stope usvajanja, zakazivanje i podršku drugih sadašnjih i budućih Sandvikovih ponuda roba i usluga, isporuke delova, softvera i hardver, podrška za proizvode, razvoj proizvoda i druga poslovna poboljšanja ili ponude, uključujući agregiranje Sandvik Podataka sa drugim podacima u svrhu pružanja poredenja performansi ili benchmarkinga drugim Sandvikovim klijentima.
- 25.36. **Ponuda:** dokument ponude koji Sandvik izdaje Kupcu za Robu, Usluge ili Digitalne Usluge.
- 25.37. **Povezani entitet:** u odnosu na bilo koji entitet, bilo koji od njegovih predstavnika, ugovarača, podizvođača, posrednika, partnera u zajedničkom ulaganju i konzorcijumu, službenike i direktore i podružnice tog entiteta, matične kompanije (bilo direktne ili indirektno) i podružnice matične kompanije, pod uslovom da takav entitet/lice: (a) prima ili obavlja usluge prema ovom Ugovoru, ili (b) je na bilo koji drugi način (direktno ili indirektno) povezano sa Ugovorom ili povezano sa Kupcem.

- 25.38. **Representatives:** any director, employee, officer, adviser, auditor, agent, consultant, distributor, or subcontractor of a party or its Affiliate.
- 25.39. **Return Note:** a written note from Sandvik instructing the Purchaser to return the Goods to a warehouse designated by Sandvik.
- 25.40. **Sanctioned Person:** any person, individual, entity, vessel, or aircraft: (a) specially designated, blocked, or otherwise individually listed or targeted by a Sanction or a Sanctions List; (b) that is resident or located in, operating from, or incorporated under the laws of a Prohibited Country; (c) that is, or is part of, the government of a Prohibited Country; or any political subdivision, body, agency or instrumentality thereof, or fully or partially owned (directly or indirectly); or (d) fully or partially controlled by, or acting on behalf of or at the direction of, or for the benefit of, any individual or entity on a Sanctions List (including but not limited to where the level of direct or indirect ownership amounts to 45% or more on aggregate).
- 25.41. **Prohibited Country(ies):** Afghanistan, Belarus, Crimea, Iran, North Korea, Syria, Russia, non-government-controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine or other Ukrainian territories claimed to be Annexed by Russia or any country or region which: is, or whose government is, or becomes, a target of comprehensive, country-wide or territory-wide Sanctions. Sandvik reserves the right to amend the list of Prohibited Countries by written notice to the Purchaser.
- 25.42. **Sanctions:** any laws, regulations, and orders enacted, administered, implemented, imposed, or enforced from time to time by any Sanctions Authority in relation to economic, financial, customs or trade sanctions or export controls, or similar restrictive measures including Council Regulation (EU) No 833/2014, as amended.
- 25.43. **Sanctions Authority:** (a) the United Nations Security Council; (b) the United States of America; (c) the United Kingdom; (d) Canada; (e) Australia; (f) the European Union (and/or its individual member states); and (g) the respective governmental institutions and agencies of any of the foregoing, or any other jurisdiction that may be relevant to the performance of the Contract, or rights and obligations pursuant to the Contract (including jurisdictions relevant to any Related Entities or Affiliates, and/or to the end use of the Goods), including the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), the US Department of State, the Bureau of Industry and Security of the US Department of Commerce, the Office of Financial Sanctions Implementation, part of His Majesty's Treasury (**OFSI**), the European Commission and the relevant national competent authorities (**NCA**s) within an EU member state.
- 25.44. **Sanctions List:** any list of Sanctions targets maintained by a Sanctions Authority, including without limitation: (a) the Consolidated United Nations Security Council Sanctions List; (b) any list maintained by the OFAC or included in the International Trade Administration's "Consolidated Screening List", including the Specially Designated Nationals (**SDN**) and Blocked Persons List; (c) the Consolidated List of Financial Sanctions Targets or List of persons subject to restrictive measures in view of Russia's actions destabilising the situation in Ukraine, maintained by the UK Treasury; (d) the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions; or (e) any similar list maintained by, or public announcement of sanctions made by, any other Sanctions Authority.
- 25.45. **Sandvik:** the Sandvik Group entity specified in, or relevant to, the Order Acceptance.
- 25.46. **Sandvik Code of Conduct:** Sandvik's code of conduct, available on request.
- 25.47. **Sandvik Data:** aggregated and/or anonymous data which is created, generated, derived or produced by Sandvik based on: (a) Input Data and/or Output Data; or (b) otherwise created through the use of the Digital Service (including the Equipment Monitoring Service), such data never to contain any Personal Data.
- 25.48. **Sandvik Group:** Sandvik and the Affiliates of Sandvik AB (publ.).
- 25.49. **Sandvik Indemnity:** has the meaning given in Clause 14.1.
- 25.50. **Sandvik IPR:** (a) all Intellectual Property Rights comprised in, relating to, or created as a result of, the sale of the Goods or the provision of the Services or Digital Services (including in the Sandvik Data); (b) all
- 25.38. **Predstavnici:** bilo koji direktor, zaposleni, službenik, savetnik, revizor, agent, konsultant, distributer ili podizvođač strane ili njenog Povezanog lica.
- 25.39. **Povratno Obaveštenje:** pisana napomena od Sandvik-a koja nalaže Kupcu da vrati Robu u skladište koje je odredio Sandvik.
- 25.40. **Sankcionisano lice:** bilo koje lice, pojedinac, entitet, plovilo ili vazduhoplov: (a) tačno naveden, blokiran ili na drugi način individualno naveden ili targetiran Sankcijom ili Spiskom Sankcija; (b) koja je rezidentna ili locirana, posluje ili inkorporirana u skladu sa zakonima Zabranjene Države; (c) koja je, ili je deo, vlade Zabranjene Države ili bilo koje političke jedinice, tela, agencije ili njenog instrumenta, ili je u potpunom ili delimičnom vlasništvu (direktno ili indirektno): ili (d) pod potpunom ili delimičnom kontrolom, ili delujući u ime ili po nalogu, ili u korist, bilo kog pojedinca ili entiteta na Spisku Sankcija (uključujući, ali ne ograničavajući se na slučajeve kada nivo direktnog ili indirektnog vlasništva iznosi ukupno 45% ili više).
- 25.41. **Zabranjena Država(e):** Avganistan, Belorusija, Krim, Iran, Severna Koreja, Sirija, Rusija, nevladine kontrolisana područja Donjecke, Hersonske, Luganske i Zaporoske oblasti Ukrajine ili druge ukrajinske teritorije za koje se tvrdi da su pripojene Rusiji ili bilo kojoj zemlji ili regionu koja je, ili čija vlada je, ili postaje, meta sveobuhvatnih Sankcija na nivou zemlje ili teritorije. Sandvik zadržava pravo da izmeni listu Zabranjenih Država putem pisanog obaveštenja upućenog Kupcu.
- 25.42. **Sankcije:** svi zakoni, regulativa, i naredbe koje donosi, primenjuje, sprovodi, nameće ili sprovodi s vremena na vreme bilo koje Telo za Sankcije u vezi sa ekonomskim, finansijskim, carinskim ili trgovinskim sankcijama ili kontrolom izvoza, ili sličnim restriktivnim merama uključujući Uredbu Saveta (EU) Br 833/2014, sa izmenama.
- 25.43. **Telo za Sankcije:** (a) Savet bezbednosti Ujedinjenih Nacija; (b) Sjedinjene Američke Države; (c) Ujedinjeno Kraljevstvo; (d) Kanada; (e) Australija; (f) Evropska unija (i/ili njene pojedinačne države članice); i (g) odgovarajuće vladine institucije i agencije bilo kog od gorenavedenih ili bilo koje druge nadležnosti koje mogu biti relevantne za izvršenje Ugovora, ili prava i obaveze u skladu sa Ugovorom (uključujući jurisdikcije relevantne za bilo koja povezana lica ili podružnice, i/ili do krajnje upotrebe Robe), uključujući Kancelariju za kontrolu strane imovine Ministarstva finansija SAD (**OFAC**), Stejt department SAD, Biro za industriju i bezbednost Ministarstva trgovine SAD, Kancelariju implementacije finansijskih sankcija, deo Trezora Njegovog Veličanstva (**OFSI**), Evropske komisije i relevantnih nacionalnih nadležnih organa (**NCA**s) u zemlji članici EU.
- 25.44. **Spisak Sankcija:** bilo koja lista Sankcionih ciljeva koju održava Telo za Sankcije, uključujući bez ograničenja: (a) Konsolidovanu listu sankcija Saveta bezbednosti Ujedinjenih Nacija; (b) bilo koju listu koju vodi OFAC ili koja je uključena u „Konsolidovanu listu skrininga” Međunarodne trgovinske administracije, uključujući listu posebno određenih državljana (SDN) i listu blokiranih lica; (c) Konsolidovanu listu ciljeva finansijskih sankcija ili listu lica koja podležu restriktivnim merama s obzirom na ruske akcije koje destabilizuju situaciju u Ukrajini, koju održava Trezor Ujedinjenog Kraljevstva; (d) Konsolidovanu listu lica, grupa i subjekata koji podležu finansijskim sankcijama EU; ili (e) bilo koju sličnu listu koju održava ili javno objavljivanje sankcija od strane bilo kojeg drugog Tela za Sankcije.
- 25.45. **Sandvik:** entitet Sandvik grupe naveden u, ili relevantan za Prihvanjanje Porudžbine.
- 25.46. **Sandvik Kodeks ponašanja:** Sandvikov kodeks ponašanja, dostupan na zahtev.
- 25.47. **Sandvik podaci:** agregirani i/ili anonimni podaci koje Sandvik kreira, generiše, izvodi ili proizvodi na osnovu: (a) Ulaznih podataka i/ili Izlaznih podataka; ili (b) na drugi način stvoreni korišćenjem Digitalne Usluge (uključujući Uslugu Nadzora Opreme), takvi podaci nikada ne sadrže lične podatke.
- 25.48. **Sandvik grupa:** Sandvik i Povezana lica Sandvik AB (publ.).
- 25.49. **Sandvik Obeštećenje:** ima značenje dato u Klauzuli 14.1.

- IPR in adaptations, add-ons, modifications, updates, and enhancements (including those made following a request or suggestion made by or on behalf of the Purchaser) made to the Intellectual Property Rights described in (a); and (c) any Intellectual Property Rights created in connection with the performance of the Contract (including all materials provided or made available by Sandvik in connection with the Contract and all Project IPR).
- 25.51. **Sandvik Warranty:** (a) the Sandvik standard warranty; and (b) if purchased in the Order, the Sandvik extended warranty, in each case, as in force as at the Order Effective Date.
- 25.52. **Security Interest:** a mortgage, transfer, pledge, notarial bond, lien or security cession, or any security or preferential interest or arrangement of any kind which allows a creditor to have its claims satisfied prior to other creditors from the proceeds of an asset (including retention of title, deposit of money by way of security or a conditionally repayable deposit or flawed asset arrangement) and includes any interest which can be registered under any law of any other jurisdiction that has an analogous or similar effect.
- 25.53. **Services:** the services specified in, or provided in connection with, the Order which Sandvik agrees to provide in the Order Acceptance.
- 25.54. **Software:** has the meaning given in Clause 17.1.
- 25.55. **Specified Risks:** the availability or cost of raw materials, commodities, transportation, warehousing, energy, or other critical components or elements relevant to Sandvik's supply chain and the Goods, Services, or Digital Services (including as may be caused by market volatility, climate change, epidemics, or pandemics (including current and future variants of Covid-19 and other Corona strain viruses)).
- 25.56. **Terms and Conditions of Supply or ToS:** has the meaning given in Clause 1.1 (*Introduction, definitions, and interpretation*).
- 25.57. **Unsafe:** unacceptable actual or potential hazards and incidents relating to safety, health, or the environment (including in breach of applicable Laws).
- 25.58. **VAT:** any value-added tax, goods and services tax, consumption tax, or similar tax imposed by Law.
- 26. Interpretation**
- 26.1. The Contract (and the documents comprising the Contract) shall be construed and interpreted in accordance with the following rules: (a) headings are for ease of reference only and do not affect interpretation; (b) the singular includes the plural and vice versa; (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time; (d) a reference to a "person" includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity; (e) a reference to a legislative requirement or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; (f) the meaning of general words is not limited by specific examples introduced by the words "including", "for example" or similar expressions; (g) the rule known as eiusdem generis shall not apply and, accordingly, words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that such words are preceded by words indicating a particular class of acts, matters, or things; (h) references to "material breach" mean that such breach (which includes anticipatory breach, as that term is defined at common law): (i) is more than trivial, but need not be repudiatory; and (ii) if not remedied may, or is likely to have, a serious impact on the benefit that the innocent party would otherwise derive from the performance of the Contract in accordance with its terms, and the parties agree that any breach of any one or more of Clauses 13.5, 19, 22, 24.3, 24.4, or 24.5 shall be construed as a material breach; and (i) any obligation in the Contract on a party not to do something includes an obligation on that party not to agree, allow, permit or acquiesce to that thing being done.
- 26.2. The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
- 25.50. **Sandvik IPR:** (a) sva Prava Intelektualne Svojine koja se sastoje od, u vezi sa, ili su nastala kao rezultat prodaje Robe ili pružanja Usluga ili Digitalnih Usluga (uključujući Sandvik Podatke) ; (b) sva prava IPR u adaptacijama, dodacima, modifikacijama, ažuriranjima i poboljšanjima (uključujući ona napravljena nakon zahteva ili sugestije Kupca ili u njegovo ime) u vezi sa Pravima Intelektualne Svojine opisanim u (a); i (c) sva prava intelektualne svojine nastala u vezi sa izvršenjem Ugovora (uključujući sve materijale koje je Sandvik obezbedio ili učinio dostupnim u vezi sa Ugovorom i svim Projektima IPR).
- 25.51. **Sandvik Garancija:** (a) Sandvik standardna garancija; i (b) ako se kupi u okviru Porudžbine, Sandvik produžava garanciju, u svakom slučaju, na snazi na Datum Zaključenja Porudžbine.
- 25.52. **Bezbednosni interes:** hipoteka, prenos, zaloga, javnobeležnička obveznica, založno pravo ili cesija obezbeđenja, ili bilo koje obezbeđenje ili preferencijalni interes ili aranžman bilo koje vrste koji omogućava poveriocu da svoja potraživanja namire pre drugih poverilaca od prihod od imovine (uključujući zadržavanje vlasništva, depozit novca kao obezbeđenje ili uslovno otplativ depozit ili neispravan aranžman imovine) i uključuje bilo koju kamatu koja se može registrovati prema bilo kom zakonu bilo koje druge jurisdikcije koji ima analogan ili sličan efekat.
- 25.53. **Usluge:** usluge navedene u Porudžbini ili pružene u vezi sa Porudžbinom koju Sandvik pristaje da pruži u Prihvatanju Porudžbine.
- 25.54. **Softver:** ima značenje dato u Klauzuli 17.1.
- 25.55. **Prevideni Rizici:** dostupnost ili cena sirovina, robe, transporta, skladištenja, energije ili drugih kritičnih komponenti ili elemenata relevantnih za Sandvikov lanac snabdevanja i Robe, Usluge ili Digitalne Usluge (uključujući i uzrokovane nestabilnošću tržišta, klimatskim promenama, epidemijama ili pandemijama (uključujući sadašnje i buduće varijante Covid-19 i drugih virusa Corona)).
- 25.56. **Opšti Uslovi Isporuke ili ToS:** ima značenje dato u Klauzuli 1.1 (*Uvod, definicije i tumačenje*).
- 25.57. **Nebezbedno:** neprihvatljive stvarne ili potencijalne opasnosti i incidenti koji se odnose na bezbednost, zdravlje ili životnu sredinu (uključujući kršenje Merodavnog prava).
- 25.58. **PDV:** svaki porez na dodatu vrednost, porez na robu i usluge, porez na potrošnju ili sličan porez nametnut Zakonom.
- 26. Tumačenje**
- 26.1. Ugovor (i dokumenti koji čine Ugovor) će se tumačiti u skladu sa sledećim pravilima: (a) naslovi su samo radi lakšeg snalaženja i ne utiču na tumačenje ; (b) jednina uključuje množinu i obrnuto; (c) upućivanje na dokument ili instrument uključuje dokument ili instrument koji je povremeno nov, izmenjen, dopunjen ili zamenjen; (d) upućivanje na „osobu“ uključuje fizičko lice, partnerstvo, korporativno telo, udruženje, vladinu ili lokalnu vlast ili agenciju ili drugi entitet; (e) upućivanje na zakonski zahtev ili drugi zakon uključuje propise i druge instrumente na osnovu njih i konsolidacije, izmene, dopune ili zamenu bilo kog od njih; (f) značenje opštih reči nije ograničeno konkretnim primerima uvedenim rečima „uključujući“, „na primer“ ili sličnim izrazima; (g) pravilo poznato kao eiusdem generis neće se primenjivati i, shodno tome, reči koje su uvedene rečju „drugo“ neće dobiti restriktivno značenje zbog činjenice da su tim rečima prethodile reči koje ukazuju na određenu klasu radnji, stvari, ili predmete; (h) upućivanje na „materijalno povredu“ znače da je takvo kršenje (koje uključuje anticipativno kršenje, kako je taj termin definisan u običajnom pravu): (i) više nego trivijalno, ali ne mora biti odbijajuće; i (ii) ako se ne ispravi može, ili je verovatno da će imati ozbiljan uticaj na korist koju bi savesna strana inače imala od izvršenja Ugovora u skladu sa njegovim uslovima, a strane su saglasne da svako kršenje bilo kog ili više Klauzula 13.5, 19, 22, 24.3, 24.4 ili 24.5 će se tumačiti kao materijalno kršenje; i (i) svaka obaveza u Ugovoru neke strane da nešto ne učini uključuje obavezu te strane da ne pristane, ne dozvoli, ne omogući ili se složi da se ta stvar učini.

26.2. Pravilo tumačenja kojim se pismeni sporazum tumači protiv strane odgovorne za izradu ili pripremu tog sporazuma neće se primenjivati.