

## OPŠTI USLOVI POSLOVANJA / GENERAL TERMS AND CONDITIONS

### UVODNE ODREDBE / INTRODUCTORY PROVISIONS

Opšti uslovi poslovanja važe u svim oblastima rada firme LOTRIČ Metrologija d.o.o. Kragujevac (u daljem tekstu: LOTRIČ), gde je uključena treća strana – korisnik usluga /proizvoda (u daljem tekstu: klijent).

Opšti uslovi poslovanja su sastavni deo ponuda i ugovora ili dogovora koji su sklopljeni između klijenta i preduzeća LOTRIČ i odnose se na svaku porudžbenicu (ponuda, predračun, narudžbenica, ugovor...). Po stupanju u pravno poslovni odnos sa preduzećem LOTRIČ – stupanje u pravno poslovni odnos podrazumeva prihvatanje ponude, izdavanje i/ili potvrda narudžbenice, izdavanje i/ili potvrda predračuna, zaključenje ugovora ili sporazuma (sve što je navedeno u ugovoru) – podrazumeva se da se klijent izričito slaže sa ovim Opštim uslovima poslovanja i u potpunosti ih prihvata. Klijent takođe izričito potvrđuje da se svi pravni odnosi između njega i preduzeća LOTRIČ isključivo predmet ugovora i Opštih uslova poslovanja ili drugih opštih uslova poslovanja (mogućih dodataka Opštih uslova poslovanja preduzeća LOTRIČ, ili izmene ili dopune opštih uslova poslovanja).

Opšti uslovi poslovanja se primenjuju u bilo kom pravno poslovnom odnosu između klijenta i preduzeća LOTRIČ, osim kada je njihovo nekorišćenje izričito pisano dogovoreno u ugovoru.

Opšti uslovi poslovanja objavljeni su na internet stranici preduzeća LOTRIČ [www.lotric.si/rs](http://www.lotric.si/rs), i dostupni su na lokaciji preduzeća: LOTRIČ Metrologija d.o.o., Kosovska 4, 34000 Kragujevac

Korisniku se uvek skreće pažnja da sam pažljivo pročita Opšte uslove poslovanja. Ovim se podrazumeva da su Opšti uslovi poslovanja poznati klijentu i zaključenjem ugovora klijent izjavljuje da je pročitao Opšte uslove poslovanja i da je u potpunosti upoznat sa njima. Ne poznavanje istih ne može biti razlog za nepostojanje pravno poslovnog odnosa, predmeta žalbe i/ili garancije popravke.

*The General Terms and Conditions apply in all areas of work of the company LOTRIČ Metrology Ltd. (hereinafter the company LOTRIČ), where the other party is involved (hereinafter: the client).*

*The General Terms and Conditions are an integral part of the offers and contracts or agreements concluded between the client and the company LOTRIČ and relates to each order (offer, proforma invoice, order, contract...). By entering a legal business relationship with the company LOTRIČ – entering a legal business relationship is considered by acceptance of the offer, issuance and/or confirmation of the order, acceptance and/or confirmation of the proforma invoice, conclusion of the contract or agreement (all listed hereinafter the contract) – it is considered that the client explicitly agrees with these General Terms and Conditions and fully agrees with them. The client also explicitly acknowledges that all legal relations between it and company LOTRIČ is subject exclusively to the contract and The General Terms and Conditions or other general terms and conditions (possible additions to The General Terms and Conditions of company LOTRIČ, or changes or amendments to the general terms).*

*The General Terms and Conditions apply in any legal business relationship between the client and the company LOTRIČ, except when their non-use is explicitly agreed in writing in the contract.*

*The General Terms and Conditions are published on the company LOTRIČ website [www.lotric.si/rs](http://www.lotric.si/rs), and are available at the company's headquarters: LOTRIČ Metrologija d.o.o., Kosovska 4, 34000 Kragujevac*

*The client is reminded of The General Terms and Conditions by the text of the contract itself. This is considered that The General Terms and Conditions are known to the client, by concluding the contract the client declares that he has read The General Terms and Conditions and is fully acquainted with them. Ignorance of these cannot be the reason for the non-existence of a legal business relationship, the subject of a complaint and/or warranty repair.*

## I. PODRUČJE PRIMENE / AREA of VALIDITY

Opšti uslovi poslovanja definišu prava i obaveze obe ugovorne strane, s jedne strane preduzeća LOTRIČ i sa druge strane korisnika usluge koju obavlja LOTRIČ a definišu način, sadržaj i uslove poslovanja i sastavni su deo svakog ugovora ili dogovora.

*The General Terms and Conditions determine the rights and obligations of both parties, both the client and the company LOTRIČ, and determine the manner, content and conditions of business and are an integral part of each contract or agreement.*

Opšti uslovi poslovanja se mogu promeniti tokom perioda važenja i stupiti na snagu danom objavljivanja na internet strani LOTRIČ. Izmenjeni Opšti uslovi poslovanja važe na dan izdavanja ili na dan objavljivanja na internet strani preduzeća LOTRIČ. Opšti uslovi su deo dokumentacije Poslovnika o kvalitetu preduzeća.

*The General Terms and Conditions may change during the period of validity and enter into force on the day of their publication on the company LOTRIČ website. The amended General Terms and Conditions are valid on the day of issue or on the day of publication on the company LOTRIČ website. The General Terms and Conditions are part of the documentation of the company's Quality Manual.*

## II. CENE I TROŠKOVI / PRICES and COSTS

Klijentu se naplaćuje obavljena usluga i/ili isporučeni proizvod i troškovi nastali u vezi sa uslugom/proizvodom.

*For the performed service and/or delivered product, the costs incurred for the company LOTRIČ in connection with the service / product are charged to the client.*

Cena obavljene usluge/proizvoda određuje se na osnovu:

*The price for the service/product provided is determined based on:*

- cene usluge/proizvoda po važećem cenovniku preduzeća LOTRIČ (u daljem tekstu: cenovnik) odnosno dogovorene cene usluge/proizvoda,
- utrošenog vremena za obavljanje usluge/proizvoda sa uključenom cenom satnice prema cenovniku, odnosno dogovorene cene po satu.

- *the price of the service/product according to the valid company LOTRIČ price list (hereinafter price list) or the agreed price for the service/product,*
- *spending time for the implementation of services/product, considering the price of the hourly rate according to the price list, or the agreed price per hour.*

Cena usluge/proizvoda prema cenovniku ne uključuje PDV, putne, transportne i druge troškove koji su neposredno i/ili posredno povezani sa uslugom/proizvodom.

*The price of the service/product according to the price list does not include VAT and travel, transport and other costs that are directly and/or indirectly related to the service/product.*

## III. NEPREDVIĐENI DODATNI RADOVI I PONAVLJANJA UNFORESEEN ADDITIONAL WORKS and REWORK

U slučaju nepredviđenih dodatnih radova ili ponavljanja rada za uslugu/proizvod ili delova usluge/proizvoda zbog same prirode predmetne usluge/proizvoda, cena se definiše na osnovu pismenog ili usmenog sporazuma sa klijentom (nepredviđeni dodatni radovi).

*In case of unforeseen additional works or rework of the service/product or parts of the service/product due to the nature of the object of the service/product, the price is determined based on a written or oral agreement with the client (unforeseen additional works).*

#### IV. VAŽNOST PONUDE ILI PREDRAČUNA *VALIDITY of the OFFER or PROFORMA INVOICE*

Preduzeće LOTRIČ poštuje važnost ponude ili predračuna prema datumu navedenom u ponudi ili predračunu. Ako rok važenja nije naveden, rok važenja ponude ili predračuna je 30 dana.

*LOTRIČ undertakes to validate the offer or proforma invoice for the time specified in the offer or proforma invoice. If no deadline is specified, the validity period of the offer or proforma invoice is 30 days.*

#### V. POČETAK OBAVLJANJA USLUGE / *START of SERVICES*

Narudžbenica je prihvaćena onda kada se korisnik u pisanoj formi ili usmeno saglasi sa obavljanjem usluge/proizvoda ili ako iz drugih okolnosti sigurno proizilazi da je korisnik saglasan sa obavljanjem usluge/proizvoda. Zatim, preduzeće LOTRIČ u što kraćem roku obaveštava klijenta o mogućnosti obavljanja usluge/proizvoda.

*The order is accepted when the client agrees in writing or orally with the performance of the service /product, or if the client's consent to the performance of the service/product certainly follows from other circumstances. Company LOTRIČ informs the client about the ability to perform the service/product as soon as possible.*

#### VI. PREKID ILI ODBIJANJE OBAVLJANJA USLUGE *TERMINATION or REFUSAL of SERVICE PERFORMANCE*

U slučaju prekida ili odbijanja obavljanja usluge od strane klijenta, isti je dužan da plati troškove za rad koji je obavljen do trenutka opoziva, kao i druge potencijalne troškove koji direktno i/ili indirektno proizilaze iz opoziva narudžbenice.

*In the event of termination or refusal of performance by the client, the same is obliged to pay the costs of work performed until the moment of cancellation and any other costs arising directly and/or indirectly from the cancellation of the order.*

U slučaju prekida ili nemogućnosti izvođenja naručene usluge/proizvoda preduzeće LOTRIČ o tome obaveštava klijenta i navodi razloge i okolnosti zbog kojih je takva odluka doneta.

*In case of termination or inability to perform the ordered service/product company LOTRIČ informs the client and states the reasons and circumstances for which such a decision was made.*

#### VII. NEIZVODLJIVOST NARUDŽBE / *IMPLEMENTABILITY of THE CONTRACT*

Ako zbog karakteristika uzorka nije moguće kompletirati narudžbu u potpunosti, klijent je dužan da plati za radove koji su već izvršeni. Isto važi i za proizvode.

*If, due to the characteristics of the sample, it is not possible to complete the order in full, the client is obliged to pay the costs for the work already performed. The same goes for products.*

#### VIII. RASKID UGOVORA / *CONTRACT WITHDRAWAL*

Klijent ima pravo da raskine ugovor u bilo kom trenutku, ali je dužan da snosi sve troškove koji su nastali u procesu rada kao i štetu koja će nastati usled neobavljenog a planiranog posla u periodu do kraja ugovora.

*The client has the right to withdraw from the contract at any time, but bears all costs incurred in the process of work, as well as damage that will occur due to the failure of the planned work in the period until the end of the contract.*

Preduzeće LOTRIČ ima pravo da raskine ugovor ako klijent ne ispunjava obaveze iz ugovora, ali samo ako klijenta prethodno upozori na nepravilnosti i daje mu razumno vreme za otklanjanje tih nepravilnosti. Nakon obavljanja svih neophodnih izmena, radovi po ugovoru se ponovo uspostavljaju.

*The company LOTRIČ has the right to withdraw from the contract when the client does not fulfil the obligations from the contract but warns the client of the irregularities beforehand and gives him a reasonable time to eliminate these irregularities. After all the necessary changes have been made, the works under the contract are re-established.*

## IX. KORIŠĆENJE i IZDAVANJE IZVEŠTAJA i ZNAKOVA / *USE and ISSUE of REPORTS and SIGNS*

Uverenje o etaloniranju/ispitivanju/pregledu/., Uverenje o usaglašenosti.., /Izveštaj o kontrolisanju/overi/kvalifikaciji/validaciji/..., Izjava o usaglašenosti, Garantni list... (u daljem tekstu: Uverenje) sme se koristiti samo u svrhu za koji su bili izdati i smeju se koristiti, kopirati i umnožavati samo u celosti. Pozivanje na uverenja je dozvoljeno samo ako je uverenje priloženo uz dokument gde se navodi i/ili je referenca javno dostupna i/ili je dokument trajno dostupan primaocu dokumenta.

Korišćenje zaštićenog znaka preduzeća LOTRIČ i ostalih logoa LOTRIČ grupacije nije dozvoljeno ni u jednom slučaju bez prethodne dozvole od strane preduzeća LOTRIČ.

Registracija i/ili unos podataka u dokumente preduzeća LOTRIČ (internet i druge aplikacije, obrasci...) je neophodno i isključivo služi za pravilnu implementaciju usluga/proizvoda. Preduzeće LOTRIČ nikada neće posredovati, prodavati, iznajmljivati ili na bilo koji drugi način trgovati podacima korisnika, osim uz pismeno ovlašćenje vlasnika podataka.

Prilikom obavljanja inspeksijskih nadzora u svrhu zakonskih overavanja, Izveštaj o overavanju/kontrolisanju će biti poslat kupcu samo na izričiti zahtev kupca uz plaćanje ili ako je to zakonom zahtevano.

Ako je neophodno da se izvrši narudžbenica za usluge/proizvode iz nekoliko oblasti preduzeće LOTRIČ može posebno izdavati izveštaje i račune.

*Certificate of calibration/test/examination/..., Certificate of conformity/..., Report of inspection /verification/qualification/validation/..., Declaration of conformity, Warranty certificate... (hereinafter the Certificate) may only be used for the purposes for which it was issued and may only be used, copied and reproduced in full. Reference to the certificate is allowed only if the certificate is attached to the document where the reference is located and/or the document is publicly available and/or the document is permanently available to the addressee of the document.*

*The use of the company LOTRIČ trademark and other logos of the LOTRIČ Group is not permitted in any case without the prior permission of LOTRIČ.*

*Registration and/or entry of data in the documents of the company LOTRIČ (web and other applications, forms ...) is necessary and is intended exclusively for the proper implementation of services/products. Company LOTRIČ will never mediate, sell, rent or otherwise trade customer data, except with the written authorization of the data owner.*

*When performing inspections for the purpose of legal verifications, the Verification/Inspection report shall be sent to the customer only at the express request of the client against payment or if this is required by law.*

*If it is necessary to execute the order for services/products from several areas the company LOTRIČ may issue reports and invoices separately.*

## X. NEZAVISNOST, POŠTENJE, NEDISKRIMINACIJA, NEPRISTRASNOST *INDEPENDENCE, FAIRNESS, NON-DISCRIMINATION, IMPARTIALITY*

Preduzeće LOTRIČ je organizovano na takav način da neprestano održava i procenjuje svoje poslovno poštenje, nepristrasnost, nezavisnost, i usmerena je na zahteve zakonodavstva i standardizacije kao i na zahteve klijenta. Preduzeće LOTRIČ je nezavisno i finansijski samostalno u radu sa klijentima i zainteresovanim stranama što dokazuju elementi poslovanja: menadžment sistem upravljanja kvalitetom, cenovnik, operativni kapacitet, godišnji planovi i filozofija sa svim elementima ili dokumentima.

*Company LOTRIČ is organized in such a way to constantly maintain and assess its business fairness, impartiality and independence, and is focused on the requirements of legislation and standardization and requirements of the client. Company LOTRIČ is independent and financially autonomous in dealing with clients and stakeholders, as proven by the elements of business: management system with quality manual, pricelists, operational capacity, annual plans and its philosophy with all elements or documents.*

Dugoročna saradnja sa svim zainteresovanim stranama zasniva se na elementima filozofije i strategije preduzeća LOTRIČ, kao što su: vrednosti, vizija, misija i odredbe etičkog kodeksa. Nepristrasnost, nezavisnost i poštenje su opredeljenje najvišeg rukovodstva, a time i svih zaposlenih preduzeća LOTRIČ.

Kroz nepristrasno delovanje i stručnost celokupnog osoblja preduzeće LOTRIČ stvara poverenje svojih klijenata sa kojima razvija partnerstvo. Preduzeće LOTRIČ neprestano procenjuje rizike po nepristrasnost, proverava i analizira identifikovane rizike na poslu i po potrebi predlaže mere za sprečavanje pojave nepristrasnosti osoblja u svakodnevnom radu. Svi klijenti se tretiraju jednako (nediskriminatorno) i imaju ista prava i mogućnosti za usluge/proizvode preduzeća LOTRIČ.

*Long-term cooperation with all stakeholders is based on elements of the philosophy and strategy of company LOTRIČ, such as: values, vision, mission and provisions of the code of ethics. Impartiality, independence and fairness are the commitment of the top management and thus of the entire staff of company LOTRIČ.*

*Through the impartial operation and expertise of the entire staff, company LOTRIČ creates the trust of its clients, with whom it develops partnerships. Company LOTRIČ continuously assesses the risks to impartiality, checks and analyses the identified risks at work and, if necessary, proposes measures to prevent the occurrence of the impartiality of staff in their daily work. All clients are treated equally (non-discriminatory) and have the same rights and possibility to company LOTRIČ services/products.*

## XI. POVERLJIVOST / CONFIDENTIALITY

Preduzeće LOTRIČ se obavezuje da će poštovati principe poverljivosti svih pribavljenih podataka, štiti imovinska prava i poverljivost svih podataka klijenata i njihovih klijenata. Ako je prenos poverljivih podataka na instrumentu/uzorku/uređaju/... obavezan po zakonu, preduzeće LOTRIČ ima pravo da te podatke dostavi nadležnim organima u skladu sa ovlašćenjima koja su zakonom dodeljena.

*The company LOTRIČ undertakes to respect the principles of confidentiality of all acquired data, protect the property rights and the confidentiality of all information of clients and their clients. If the transmission of confidential data on the instrument/sample/device/... is required by law, the company LOTRIČ is entitled to provide the data to official supervisory organizations within the powers granted to them by law.*

## XII. OTVORENOST / OPENNESS

Preduzeće LOTRIČ osigurava otvorenost i pravovremeni pristup relevantnim informacijama o svojim uslugama/proizvodima koji su klijentima dostupni na zahtev. Ukoliko zakonodavstvo i/ili standardizacija zahtevaju otvorenost i pristup informacijama o uslugama/proizvodima za ostalu zainteresovanu javnost, preduzeće LOTRIČ će to osigurati u skladu sa propisanim ili zahtevanim ograničenjima.

*The company LOTRIČ ensures openness and timely access to relevant information about its services/products, which are available to clients upon request. If the legislation and/or standardization requires openness and access to information on services/products for the rest of the interested public, company LOTRIČ will ensure this in accordance with the restrictions prescribed or required.*

## XIII. ODGOVORNOST / RESPONSIBILITY

Preduzeće LOTRIČ odgovara klijentima za štetu ako nastane kao rezultat greške preduzeća LOTRIČ (osim manje nepažnje, definisane Obligacionim zakonikom) i ima osigurana potraživanja i odgovornosti.

*The company LOTRIČ is liable to the clients for damage if it occurs as a result of an error of the company LOTRIČ (except for Slight negligence defined in the Obligations code) and has insured claims and liability.*

Preduzeće LOTRIČ ne preuzima odgovornost za radove koji nisu izvedeni ili nisu izvedeni pod

*The company LOTRIČ does not assume responsibility for work not performed or not*

nadzorom preduzeća LOTRIČ, ne odgovara za štetu u slučaju da se rešenja, podaci, izveštaj ili izjava koriste u druge svrhe osim onih za koje su izdati. Preduzeće LOTRIČ ne preuzima odgovornost za delove isporučene od drugog proizvođača ili za skrivene nedostatke u delovima proizvoda kupljenih na tržištu. Ne snosi troškove za štetu nastalu usled nedostataka u ovim delovima. Klijent mora da obavesti preduzeće LOTRIČ o grešci u realizaciji narudžbenice najkasnije u roku od 15 dana od dana prihvatanja realizacije.

Preduzeće LOTRIČ ne odgovara za štetu nastalu usled nepredviđenih okolnosti, više sile i rizika koje je klijent prouzrokovao i/ili preuzeo pre izvršenja.

U slučaju nezadovoljstva klijenta odlukom i/ili izdatim izveštajem i/ili pruženom uslugom/ isporučenim proizvodom preduzeća LOTRIČ, moguća je žalba/reklamacija koju klijent podnosi u pisanom obliku u roku od 15 dana od isporučene usluge/proizvoda. Usmene žalbe/ reklamacije prihvataju se samo u sedištu preduzeća LOTRIČ, o čemu se pravi pismeni zapisnik. Žalbe/reklamacije se rešavaju u najkraćem mogućem roku u skladu sa procedurama za upravljanje neusaglašenim poslom, a pismeni odgovor se priprema sa obrazloženjem za podnosioca žalbe. Ako se greška utvrdi kasnije (latentni nedostatak), a ova greška je značajna i jasno je da nije rezultat ponašanja klijenta, klijent mora podneti žalbu u roku od 8 dana od otkrivanja, a u B2B ugovorima odmah nakon otkrića. Preduzeće LOTRIČ nije u obavezi da razmatra i rešava žalbe/reklamacije svojih klijenata nakon isteka navedenih rokova.

Klijent može koristiti izdate izveštaje samo u meri koju odredi preduzeće LOTRIČ i na način koji neće narušiti ugled preduzeća LOTRIČ niti ugroziti poverenje javnosti. Klijent se obavezuje da neće zloupotrebiti izdate izveštaje i da će sprečiti davanje obmanjujućih ili netačnih informacija o izveštajima.

Ako se u dokumentaciji ili bilo kom drugom saopštenju za javnost otkrije netačno pozivanje na izveštaj izdat od strane preduzeća LOTRIČ, lažno korišćenje licenci, sertifikata ili bilo kog drugog mehanizma koji ukazuje na to da je usluga/proizvod sertifikovan ili verifikovan,

*performed under the supervision of company LOTRIČ, is not liable for damages if the solutions, data, report or declaration are used for purposes other than those for which they were issued. The company LOTRIČ does not assume responsibility for parts supplied by another manufacturer or for hidden defects in parts of the product purchased on the market. It does not bear any costs for any damage caused by defects in these parts. The client must notify company LOTRIČ of the error in the fulfilment of the order no later than 15 days from the day of acceptance of the fulfilment.*

*The company LOTRIČ is not liable for damage caused by unforeseen circumstances, force majeure and risks caused and/or assumed by the client prior to execution.*

*In case of dissatisfaction of the client with the decision and/or issued report and/or provided service/supplied product of the company LOTRIČ, a complaint/ reclamation is possible, which the client submits in writing within 15 days from the provided service/ product supplied. Oral complaints/ reclamations are accepted only at the company LOTRIČ headquarters, about which a written record is made. Complaints/reclamations are dealt with and resolved as soon as possible in accordance with the procedures for managing non-compliance at work, and a written response is prepared with an explanation for the complainant. If the error is identified later (latent defect), and this error is significant and it is clear it is not the result of the client's conduct, the client must file a complaint within 8 days of discovery, and in B2B agreements immediately upon discovery. Company LOTRIČ is not obliged to consider and resolve complaints/ reclamations to its clients after the expiry of the stated deadlines.*

*The client may use the issued reports only to the extent determined by the company LOTRIČ and in a manner that will not damage the reputation of the company LOTRIČ or endanger public confidence. The client undertakes not to misuse the issued reports and to prevent the provision of misleading or incorrect information about the reports.*

*If the documentation or any other press releases reveal an incorrect reference to a report issued by the company LOTRIČ, misleading use of licenses, certificates or any other mechanisms to indicate that the service/product is certified or verified, company*

preduzeće LOTRIČ ozbiljno razmatra postupke klijenta i preduzeće odgovarajuće mere, kao što je poziv na opoziv izjave/publikacije i/ili izvinjenje i/ili čak korektivne mere u smislu opoziva sertifikata i/ili suspenzije prava na pozivanje ili korišćenje.

*LOTRIČ consider the client's act seriously and will take appropriate measures, such as a call for revocation of a statement/publication and/or an apology and/or even corrective action in terms of revocation of the certificate and/or suspension of reference or use rights.*

#### XIV. VIŠA SILA / FORCE MAJEURE

Preduzeće LOTRIČ nije odgovorno za štetu prouzrokovanu okolnostima koje nisu mogle biti sprečene, otklonjene ili izbegnute.

*LOTRIČ is not liable for damage caused by circumstances that could not have been foreseen, prevented, eliminated or avoided.*

#### XV. ROK za ZAVRŠETAK / DEADLINE for COMPLETING

Rok za završetak zavisi od složenosti i obima narudžbe, kao i od raspoloživosti kapaciteta preduzeća LOTRIČ. Rok za završetak je predmet dogovora prilikom zaključenja ugovora. Vreme završetka se računa od trenutka kada su ispunjeni svi uslovi za početak izvršenja naloga, postavljeni od strane preduzeća LOTRIČ.

*The deadline for completing depends on the complexity and scope of the order, as well as on availability of sources of the company LOTRIČ. The deadline is the subject of an agreement when concluding the contract. The time of completing is counted from the moment when all conditions for the start of the execution of the order, set by the company LOTRIČ, are fulfilled.*

#### XVI. USLOVI PLAĆANJA / TERMS of PAYMENT

Korisnik plaća račun u roku od 15 dana nakon obavljene usluge, ili kao što je definisano u ponudi ili ugovoru. Kao datum plaćanja se računa datum kada novac stigne na transakcioni račun preduzeća LOTRIČ.

*The client settles the invoice after the completed service/delivered product within 15 days, or as specified in the offer or contract. The day of payment is the day when the money arrives on bank account of the company LOTRIČ.*

Ukoliko se korisnik ne slaže sa iznosom obaveze, u datom roku mora platiti nesporan deo, a o razlozima neplaćanja spornog dela mora u pisanoj formi obavestiti preduzeće LOTRIČ. Odbijanje računa od strane klijenta ne utiče na njegovu obavezu plaćanja računa. U slučaju zakašnjenja plaćanja, preduzeće LOTRIČ zadržava pravo da naplati zakonsku zateznu kamatu. Ukoliko klijent ne isplati kamatu, preduzeće LOTRIČ iz isplaćenog iznosa najpre pokriva kamatu, a zatim deo iznosa računa.

*If the client does not agree with the amount of the obligation, he must pay the undisputed part within the given deadline and in writing inform company LOTRIČ about the reasons for non-payment of the disputed work. The rejection of the invoice by the client does not affect his obligation to pay the invoice. In the event of late payment, the company LOTRIČ reserves the right to charge statutory default interest. If the client does not pay interest, the company LOTRIČ first covers the interest from the amount paid, and then part of the invoice amount.*

#### XVII. RASKID UGOVORA / CONTRACT WITHDRAWAL

Ukoliko, prema ugovoru, preduzeće LOTRIČ je prvo koje mora ispuniti svoju obavezu, a finansijska situacija korisnika postane takva da je neizvesno da li će korisnik biti u mogućnosti da ispuni svoju obavezu, preduzeće LOTRIČ može zahtevati da klijent unapred ispuni svoju obavezu. Ukoliko klijent tu obavezu ne ispuni u roku od 8 dana od dana izdatog zahteva, preduzeće LOTRIČ može raskinuti ugovor.

*If, in accordance with the agreement, the company LOTRIČ is the first to fulfil its obligation, and the financial conditions of the client become such that it is uncertain whether the client will be able to fulfil his obligation, the company LOTRIČ may demand prior fulfillment of the client's obligations. If the client does not fulfil this obligation within 8 days after the request is issued, company LOTRIČ may withdraw from the contract.*

## XVIII. SPOROVI / DISPUTES

Sporovi stručno-tehničke prirode rešavaju se saradnjom za to zaduženog tehničkog osoblja klijenta i preduzeća LOTRIČ. Za sve druge sporove, koje nije moguće rešiti mirnim putem, sporazumno, rešavaju se pred nadležnim sudom u Kragujevcu.

*Disputes of a professional-technical nature are resolved with the cooperation of the technical staff of the client and company LOTRIČ. All other disputes that cannot be resolved amicably are resolved before the court with jurisdiction in Kragujevac.*

## XIX. GARANCIJA / WARRANTY

Proizvodi imaju garanciju navedenu na garantnom listu ili na računu. Garancija na proizvod važi u skladu sa svim uputstvima za upotrebu i pravilno rukovanje proizvodom.

*The products have a warranty specified on the warranty or invoice. The product warranty is valid subject to all instructions for use and proper handling of the product.*

Za usluge gde garancija obično nije navedena u garantnom listu ili na računu, garantni rok je šest meseci. Garancija se odnosi samo na pružene usluge i/ili rezervne delove koje je naplatilo preduzeće LOTRIČ. Garancija se ni u kom slučaju ne odnosi na potrošni materijal i/ili delove koji su podložni habanju i/ili za koje proizvođač propisuje periodično održavanje zamenom ovih delova.

*For services where the warranty is normally not specified with warranty or invoice, the warranty period is six months. The warranty only applies to services rendered and/or spare parts that have been charged by company LOTRIČ. In no case shall the warranty apply to consumables and/or parts which are subject to wear and/or for which the manufacturer prescribes periodic maintenance by replacing these parts.*

Klijent može zatražiti garanciju najkasnije u roku od 8 dana od dana nastanka greške, pismenim dokumentom u kojem se navode razlozi za potraživanje garancije.

*The warranty can be claimed by the client no later than 8 days from the occurrence of the error with a written document stating the reasons for claiming the warranty.*

## XX. PRAVNA POUKA / LEGAL NOTICE

Svi podaci, slike, grafici, dokumenti i izveštaji koje je klijent primio posredno ili neposredno od preduzeća LOTRIČ, zaštićeni su Zakonom o autorskim pravima i ne mogu se kopirati ili koristiti bez prethodnog pismenog odobrenja od strane preduzeća LOTRIČ. Zaštitni znakovi i logotipi preduzeća koje zastupa preduzeće LOTRIČ njihovo su vlasništvo.

*All data, pictures, graphics, documents and reports received by the client directly or indirectly from company LOTRIČ are protected by the copyright legislation and may not be copied or used without the prior written consent of company LOTRIČ. The trademarks and logos of companies represented by company LOTRIČ are their property.*

## XXI. POSEBNI TERMINI i USLOVI / SPECIFIC TERMS and CONDITIONS

### Uslovi važnosti usluge / Terms of service validity

Rezultati merenja navedeni u izveštaju, govore o stanju instrumenta/merila/uzorka/... u trenutku merenja i ne sadrže nikakve informacije o njegovoj dugotrajnoj stabilnosti.

*The results of measurements stated in the report, testify to the condition of the instrument/measure/device/... at the time of measurement and do not contain any information on its long-term stability.*

U slučaju da instrument/merilo/uzorak... ima mogućnost podešavanja od strane korisnika, rezultati su validni samo u slučaju pravilno obavljenog podešavanja, o čemu se mora pobrinuti korisnik.

*If the instrument/measure/device/... has the possibility of adjustment by the user, the results are valid only in the case of a correctly performed adjustment, which must be taken care of by the user.*



## Cena usluge / Price of the service

Cene etaloniranja/ispitivanja/kontrolisanja/verifikacije/kvalifikacije/validacije/pregledi... ili nekih drugih merenja ne uključuju potrebna podešavanja, pred-pripreme, pripreme, pripreme, uzorkovanje..., osim ako nije navedeno u ponudi ili u ugovoru.

U slučaju da se tokom usluge ispostavi da instrument/merilo/uređaj/... treba podesiti ili popraviti, klijentu se takođe naplaćuje ponovni pregled instrumenta/merila/uređaja/... U takvom slučaju preduzeće LOTRIČ će se unapred konsultovati sa klijentom u vezi dodatnih troškova.

*Prices of calibrations/tests/inspection/verification/ qualifications/validations/examinations/... or any other measurements (hereinafter the examination), do not include any necessary adjustments, pre-preparations, preparations, sampling..., unless specified in the offer or in the contract.*

If during the service turns out that the instrument/measure/device/...needs to be adjusted or repaired, the client is also charged for re-examination of the instrument/measure/device/.... In such a case, the company LOTRIČ will consult the client in advance about additional costs.

## Posebne narudžbenice / Specific orders

Klijent može naručiti posebne usluge, koje mogu biti akreditovane ili neakreditovane:

- etaloniranje/ispitivanje/kontrola/kvalifikacija/ pregled/validacija/ ... (izdaje se uverenje);
- ili u slučaju kad se merilo koristi u zakonske svrhe i postoji važeće odobrenje tipa merila i pravilnik o metrološkim karakteristikama:
- zakonska overa (merilo je označeno nalepnicom o overavanju; klijent može dodatno naručiti potvrdu o usaglašenosti);
- ili u slučaju kada je preduzeće LOTRIČ kvalifikovano za:
- servis, podešavanje, održavanje (izdaje se izveštaj o servisu/održavanju).

*The client may order specific services, which may be accredited or non-accredited:*

- *calibration/test/inspection/qualification/ examination/validation/ ... (report is issued);*
- or in the case where the measure is legal use and there is valid measure type approval and the rulebook on metrological characteristics:*
- *legal verification (the measure is marked with verification marks; the client can additionally order certificate of conformity);*
- or in the case company LOTRIČ is qualified for:*
- *repair, adjustment, maintenance (report of service/maintenance is issued).*

Klijent mora da navede veličine i parametre i njihove vrednosti za koje treba izvršiti metrološki pregled. U suprotnom, na osnovu sopstvenog iskustva i preporuka proizvođača, preduzeće LOTRIČ vrši ispitivanja tako da su izabrane vrednosti veličina i parametri reprezentativni za potpunu funkcionalnost instrumenta/merila/uređaja/ uzorka... ili se ispitivanje izvodi u skladu sa propisanim postupkom navedenim u internim uputstvima. Ukoliko to nije moguće, preduzeće LOTRIČ prethodno se konsultuje sa klijentom.

*The client must specify the quantities and parameters and their values at which the examination is carried out. Otherwise, based on its own experience and the manufacturer's recommendations, company LOTRIČ carries out the examination in such a way that the quantities and parameters and their values are representative of the overall functionality of the instrument/measure/device/sample/... or carries out the examination in accordance with the prescribed procedure specified in the internal instructions. If this is not possible, company LOTRIČ will consult the client in advance.*

Ukoliko klijent zna ili sumnja da postoji bilo kakav kvar ili neispravnost instrumenta/merila/ uređaja/uzorka... dužan je da prilikom naručivanja upozori osoblje preduzeća LOTRIČ, jer osoblje uvek pristupa usluzi sa pretpostavkom da je instrument/merilo/uređaj/ uzorak/.. funkcionalno besprekoran. Preduzeće LOTRIČ klijentima preporučuje da pre slanja

*If the client knows or suspect that there is a failure or malfunction of the instrument/measure/device/ sample... he is obliged to warn the staff of company LOTRIČ when ordering, as the staff approaches the service on the assumption that the instrument/measure/device/sample/... is functionally flawless. Company LOTRIČ advises the client to perform at least a functional check*

izvrše bar funkcionalnu proveru instrumenta/merila/uređaja/uzorka/...

Ukoliko preduzeće LOTRIČ tokom pregleda, otkrije neki nedostatak, o tome odmah obaveštava klijenta i zahteva njegova dalja uputstva. Za sve popravke unapred se usmeno ili pismeno dogovara sa korisnikom instrumenta/merila/ uređaja/..., koji se mora složiti sa dodatnim troškovima i načinom popravke. Preduzeće LOTRIČ samo popravlja instrument/merilo/uređaj/uzorak... ili ga prosleđuje odgovarajućem kvalifikovanom servisnom centru.

*before sending the instrument/measure/device/sample/...*

*If the company LOTRIČ discovers a defect during the examination, it immediately informs the client and requests his further instructions. For all repairs, we agree in advance orally or in writing with the client of the instrument/measure /device/..., who must give an agreement with the additional costs and the method of repair. Company LOTRIČ repairs the instrument/measure/device/sample... itself or forwards it to a suitably qualified service center.*

### Slikovni i drugi materijali / *Pictorial and other materials*

U slučajevima kada je to zahtev neke metode ili zahtev standarda ili zakonodavstva, preduzeće LOTRIČ zadržava pravo da napravi slikovni ili drugi tip materijala kao dokaz o performansama metode ili kao deo same metode. Slikoviti ili drugi tip materijala koristiće se isključivo u svrhu sprovođenja metode i sadržaćće samo informacije koje se odnose na uzorke razmatrane u metodi.

Ako će zbog prirode uzorka slikovni ili drugi materijal sadržati i druge podatke, osoblje preduzeća LOTRIČ će se konsultovati sa odgovornim licem klijenta i pribaviti dozvolu za izradu slikovnog ili drugog tipa materijala.

*In cases where this is a requirement of a method or a requirement of a standard or legislation, company LOTRIČ reserves the right to produce pictorial or other types of material as proof of the performance of the method or as part of the method itself. Pictorial or other types of material will be used exclusively for the purpose of carrying out the method and will contain only information related to the samples considered in the method.*

*If, due to the nature of the sample, the pictorial or other types of material will also contain other information, the staff of the company LOTRIČ will consult with the responsible person of the client and obtain a permit to produce pictorial or other types of material.*

### Pravila odlučivanja i usaglašenost sa zahtevima / *Decision rules and conformity with requirements*

Preduzeće LOTRIČ će izjavu o usaglašenosti sa specifikacijama davati na uverenjima kada se to izričito zahteva u okviru zakonodavstva ili drugih propisa, na način koji zahteva da klijent dobije jasnu izjavu o usaglašenosti.

Preduzeće LOTRIČ na uverenjima za koje izjava o usaglašenosti sa specifikacijama nije izričito propisana zakonom ili drugim propisom, ili takav zahtev nije podnet od strane klijenta, navodi na način preporučen u međunarodnim preporukama, sa davanjem izjave o odlučivanju jasno navedenoj na samom uverenju. Preduzeće LOTRIČ navodi specifikacije na uverenjima samo kada su mu dostupne u nekom od opšte dostupnih dokumenata (kao što su: zakoni i propisi, standardi, preporuke izdate od priznatih organizacija, fabričke specifikacije). U ovom slučaju, specifikacije služe samo kao vodič za klijenta i ni u kom

*The company LOTRIČ states declaration of conformity with specification on certificates when explicitly required within the framework of legislation or other regulation, in the manner required so that the client obtains a clear declaration of conformity.*

*The company LOTRIČ on certificates for which a declaration of conformity with specification is not explicitly required by legislation or other regulation, or such a request is not made by the client, indicates declaration of conformity in the manner recommended in international recommendations, with the decision rule clearly stated on the certificate itself. Company LOTRIČ only indicates specification on the certificate when these are available to it from one of the generally accessible documents (such as: laws and regulations, standards, recommendations issued by recognized organizations, manufacturer specifications). In this case, the specifications are*

slučaju nisu obavezujuće. Ako klijent želi navesti druge specifikacije ili čak rezultate bez davanja izjava o usaglašenosti, može kontaktirati preduzeće LOTRIČ, a koje onda mora uzeti u obzir zahtev klijenta. Način i oblik specifikacija ni u kom slučaju ne mogu uticati na integritet rezultata zapisanih u uverenju izdatom od strane preduzeća LOTRIČ.

*only a guide for the client or user and are in no way binding. If the client wishes to specify different specification or even results without specification, he may communicate this to company LOTRIČ, which must comply with the client's request. In no case may the manner and form of the specifications affect the integrity of the results recorded on the certificate issued by the company LOTRIČ.*

### Sigurnost / Safety

Klijent je dužan da instrumente/merila/uređaje/uzorke/... pošalje u takvom stanju da oni nisu i ne smeju biti opasni po zdravlje ili životnu sredinu. Instrumenti/merila/uređaji/uzorci/... ne smeju uzrokovati opštu opasnost po ljude i životnu sredinu. Ukoliko to nije moguće obezbediti, klijent je dužan da obavesti zaposlene preduzeća LOTRIČ o potencijalnim opasnostima i uputiti osoblje tako da može bezbedno izvršiti svoje procedure. Ako je instrument/merilo/uređaj/uzorak/... pripremljen za siguran rad od strane trećeg lica, odgovornosti klijenta se ne umanjuju. U tom slučaju klijent je dužan da dobije pismenu saglasnost o sigurnosti instrumenta/merila/uređaja/uzorka/... Preduzeće LOTRIČ ima pravo da odbije postupak u bilo kom trenutku ukoliko korisnik ne obezbedi ispunjavanje svih zahteva za siguran rad sa instrumentom/merilom/uređajem/uzorkom/...

*The client is obliged to provide instruments/measures/devices/samples/... in such a state that they are not and may not be dangerous to health or the environment. Instruments/ measures/devices/ samples/... must not pose a general danger to humans and the environment. If this cannot be ensured, the client is obliged to inform the staff of the company LOTRIČ about potential hazards and to instruct the staff so that can safely carry out their procedures. If the instrument/measure/device/sample/... is prepared for safe work by a third party, the responsibilities of the client are not reduced. In such a case, the client is obliged to obtain a written consent on the safety of the instrument/measure/device/sample/... The company LOTRIČ is entitled to refuse the procedure at any time if the client does not provide all the requirements for safe work with the instrument/measure/ device/sample/...*

### Dostavljanje i označavanje / Delivery and marking

Klijent može dostaviti instrumente/merila/uređaje/uzorke/... na lokaciju sedišta ili poslovne jedinice preduzeća LOTRIČ.

*The client can deliver instruments/measures/ devices/samples/... to the headquarters or business units of the company LOTRIČ.*

Prilikom dostavljanja instrumenata/merila/uređaja/uzoraka/..., klijent takođe prilaže i svu raspoloživu prateću tehničku dokumentaciju i svu pomoćnu opremu.

*When delivering instruments/measures/devices /samples/..., the client shall also supply all available accompanying technical documentation and all auxiliary equipment.*

Preduzeće LOTRIČ svaki uzorak označava 2D bar kodom („data matrix code“), koji se koristi za interno prepoznavanje uzoraka u procesu.

*Company LOTRIČ identifies each sample with a 2D bar code („data matrix code“), which is used for internal recognition of samples in the process.*

### XXII. ZAVRŠNE ODREDBE / FINAL PROVISIONS

Pitanja koja nisu regulisana Opštim uslovima poslovanja, podležu odredbama važećih propisa i bilo kojih drugih ugovornih odredbi.

*Issues not governed by the General Terms and Conditions are subject to the provisions of the applicable regulations and any contractual provisions.*

Saša Jovanović  
direktor/director

