

**UNITED NATIONS  
CONVENTION ON CONTRACTS  
FOR THE INTERNATIONAL  
SALE OF GOODS (1980) [CISG]**

**ZAKON  
O RATIFIKACIJI KONVENCIJE  
UJEDINJENIH NACIJA O  
UGOVORIMA O  
MEĐUNARODNOJ PRODAJI  
ROBE**

*("Sl. list SFRJ - Međunarodni ugovori",  
br. 10-1/84)*

**ČLAN 1**

Ratifikuje se Konvencija Ujedinjenih nacija o ugovorima o međunarodnoj prodaji robe, potpisana 11. aprila 1980. godine u Beču, u originalu na arapskom, engleskom, francuskom, kineskom, ruskom i španskom jeziku.

**ČLAN 2**

Tekst Konvencije u originalu na engleskom jeziku i u prevodu na srpskohrvatskom jeziku glasi:

**KONVENCIJA  
UJEDINJENIH NACIJA O UGOVORIMA O  
MEĐUNARODNOJ PRODAJI ROBE**

Države članice ove konvencije,

Imajući u vidu opšte ciljeve navedene u rezolucijama o uspostavljanju novog međunarodnog ekonomskog poretka koje je Generalna skupština usvojila na svom šestom specijalnom zasjedanju,

Smatrajući da je razvoj međunarodne trgovine na osnovama jednakosti i

THE STATES PARTIES TO THIS  
CONVENTION,

BEARING IN MIND the broad objectives  
in the resolutions adopted by the sixth  
special session of the General Assembly  
of the United Nations on the  
establishment of a New International  
Economic Order,

CONSIDERING that the development of

<p>international trade on the basis of equality and mutual benefit is an important element in promoting friendly relations among States,</p> <p>BEING OF THE OPINION that the adoption of uniform rules which govern contracts for the international sale of goods and take into account the different social, economic and legal systems would contribute to the removal of legal barriers in international trade and promote the development of international trade,</p> <p>HAVE AGREED as follows:</p> <p style="text-align: center;"><b>PART I</b></p> <p style="text-align: center;"><b>SPHERE OF APPLICATION AND GENERAL PROVISIONS</b></p> <p style="text-align: center;"><b>Chapter I</b></p> <p style="text-align: center;"><b>SPHERE OF APPLICATION</b></p> <p style="text-align: center;"><b>Article 1</b></p> <p>(1) This Convention applies to contracts of sale of goods between parties whose places of business are in different States:</p> <p>(a) when the States are Contracting States; or</p> <p>(b) when the rules of private international law lead to the application of the law of a Contracting State.</p> <p>(2) The fact that the parties have their places of business in different States is to be disregarded whenever this fact does not appear either from the contract or from any dealings between, or from information disclosed by, the parties at any time before or at the conclusion of the contract.</p>	<p>uzajamne koristi značajan element unapređenja prijateljskih odnosa između država,</p> <p>Ocenjujući da bi usvajanje jednoobraznih pravila koja bi se primenjivala na ugovore o međunarodnoj prodaji robe, a kojima bi se uzeli u obzir različiti društveni, privredni i pravni sistemi, doprinelo otklanjanju pravnih prepreka u međunarodnoj trgovini i unapređenju razvoja međunarodne trgovine,</p> <p>Složile su se o niže navedenom:</p> <p style="text-align: center;"><b>Deo I</b></p> <p style="text-align: center;"><b>OBLAST PRIMENE I OPŠTE ODREDBE</b></p> <p style="text-align: center;"><b>Glava I</b></p> <p style="text-align: center;"><b>OBLAST PRIMENE</b></p> <p style="text-align: center;"><b>Član 1</b></p> <p>(1) Ova konvencija primenjuje se na ugovore o prodaji robe zaključene između strana koje imaju svoja sedišta na teritorijama različitih država:</p> <p>(a) kad su te države države ugovornice; ili</p> <p>(b) kad pravila međunarodnog privatnog prava upućuju na primenu prava jedne države ugovornice.</p> <p>(2) Činjenica da strane imaju svoja sedišta u raznim državama neće se uzeti u obzir kad god to ne proističe iz ugovora ili ranijeg poslovanja između strana ili iz obaveštenja koje su one dale u bilo koje vreme pre ili za vreme zaključenja ugovora.</p>
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(3) Neither the nationality of the parties nor the civil or commercial character of the parties or of the contract is to be taken into consideration in determining the application of this Convention.

### Article 2

This Convention does not apply to sales:

(a) of goods bought for personal, family or household use, unless the seller, at any time before or at the conclusion of the contract, neither knew nor ought to have known that the goods were bought for any such use;

(b) by auction;

(c) on execution or otherwise by authority of law;

(d) of stocks, shares, investment securities, negotiable instruments or money;

(e) of ships, vessels, hovercraft or aircraft;

(f) of electricity.

### Article 3

(1) Contracts for the supply of goods to be manufactured or produced are to be considered sales unless the party who orders the goods undertakes to supply a substantial part of the materials necessary for such manufacture or production.

(2) This Convention does not apply to contracts in which the preponderant part of the obligations of the party who furnishes the goods consists in the supply of labour or other services.

(3) Ni državljanstvo strana kao ni građanski ili trgovački karakter strana ili ugovora ne uzimaju se u obzir prilikom primene ove konvencije.

### Član 2

Ova konvencija se ne primenjuje na prodaje:

(a) robe kupljene za ličnu ili porodičnu upotrebu ili za potrebe domaćinstva, izuzev ako prodavac u bilo koje vreme pre ili u trenutku zaključenja ugovora nije znao niti je morao znati da se roba kupuje za takvu upotrebu;

(b) na javnoj dražbi;

(c) u slučaju zaplene ili nekog drugog postupka od strane sudskih vlasti;

(d) hartija od vrednosti i novaca;

(e) brodova, glisera na vazdušni jastuk i vazduhoplova;

(f) električne energije.

### Član 3

(1) Ugovorima o prodaji smatraju se i ugovori o isporuci robe koja treba da se izradi ili proizvede, izuzev ako je strana koja je robu naručila preuzela obavezu da isporuči bitan deo materijala potrebnih za tu izradu ili proizvodnju.

(2) Ova konvencija se ne primenjuje na ugovore u kojima se pretežni deo obaveza strane koja isporučuje robu sastoji u izvršenju nekog rada ili pružanju nekih usluga.

<p style="text-align: center;"><b>Article 4</b></p> <p>This Convention governs only the formation of the contract of sale and the rights and obligations of the seller and the buyer arising from such a contract. In particular, except as otherwise expressly provided in this Convention, it is not concerned with:</p> <p>(a) the validity of the contract or of any of its provisions or of any usage;</p> <p>(b) the effect which the contract may have on the property in the goods sold.</p>	<p style="text-align: center;"><b>Član 4</b></p> <p>Ovom konvencijom se reguliše samo zaključenje ugovora o prodaji i prava i obaveze prodavca i kupca koje proističu iz takvog ugovora. Posebno, izuzev ako nije izričito drukčije predviđeno ovom konvencijom, ona se ne odnosi na:</p> <p>(a) punovažnost ugovora, bilo koji od njegovih odredaba ili običaja;</p> <p>(b) dejstvo koje bi ugovor mogao imati na svojinu prodate robe.</p>
<p style="text-align: center;"><b>Article 5</b></p> <p>This Convention does not apply to the liability of the seller for death or personal injury caused by the goods to any person.</p>	<p style="text-align: center;"><b>Član 5</b></p> <p>Ova konvencija se ne primenjuje na odgovornost prodavca za smrt ili telesne povrede koje bi roba prouzrokovala bilo kom licu.</p>
<p style="text-align: center;"><b>Article 6</b></p> <p>The parties may exclude the application of this Convention or, subject to article 12, derogate from or vary the effect of any of its provisions.</p>	<p style="text-align: center;"><b>Član 6</b></p> <p>Strane mogu isključiti primenu ove konvencije ili, pod rezervom odredbi člana 12, odstupiti od bilo koje od njenih odredbi ili izmeniti njihovo dejstvo.</p>
<p style="text-align: center;"><b>Chapter II</b></p> <p style="text-align: center;"><b>GENERAL PROVISIONS</b></p>	<p style="text-align: center;"><b>Glava II</b></p> <p style="text-align: center;"><b>OPŠTE ODREDBE</b></p>
<p style="text-align: center;"><b>Article 7</b></p> <p>(1) In the interpretation of this Convention, regard is to be had to its international character and to the need to promote uniformity in its application and the observance of good faith in international trade.</p> <p>(2) Questions concerning matters governed by this Convention which are not expressly settled in it are to be settled in conformity with the general principles on which it is based or, in the</p>	<p style="text-align: center;"><b>Član 7</b></p> <p>(1) Prilikom tumačenja ove konvencije vodiće se računa o njenom međunarodnom karakteru i potrebi da se unapredi jednoobraznost njene primene i poštovanje savesnosti u međunarodnoj trgovini.</p> <p>(2) Pitanja koja se tiču materija uređenih ovom konvencijom a koja nisu izričito rešena u njoj, rešavaće se prema opštim načelima na kojima ova konvencija počiva ili, u odsustvu tih načela, prema</p>

absence of such principles, in conformity with the law applicable by virtue of the rules of private international law.

#### **Article 8**

(1) For the purposes of this Convention statements made by and other conduct of a party are to be interpreted according to his intent where the other party knew or could not have been unaware what that intent was.

(2) If the preceding paragraph is not applicable, statements made by and other conduct of a party are to be interpreted according to the understanding that a reasonable person of the same kind as the other party would have had in the same circumstances.

(3) In determining the intent of a party or the understanding a reasonable person would have had, due consideration is to be given to all relevant circumstances of the case including the negotiations, any practices which the parties have established between themselves, usages and any subsequent conduct of the parties.

#### **Article 9**

(1) The parties are bound by any usage to which they have agreed and by any practices which they have established between themselves.

(2) The parties are considered, unless otherwise agreed, to have impliedly made applicable to their contract or its formation a usage of which the parties knew or ought to have known and which in international trade is widely known to, and regularly observed by, parties to contracts of the type involved in the

pravu merodavnom na osnovu pravila međunarodnog privatnog prava.

#### **Član 8**

(1) U smislu ove konvencije, izjave i druga ponašanja jedne strane tumačiće se u skladu sa njenom namerom kada je druga strana znala tu nameru ili joj ta namera nije mogla biti nepoznata.

(2) Ako prethodni stav ne može da se primeni, izjave i druga ponašanja jedne strane tumačiće se onako kako bi ih razumno lice istih svojstava kao druga strana shvatila u istim okolnostima.

(3) Prilikom utvrđivanja namere jedne strane ili shvatanja koje bi imale razumno lice, vodiće se računa o svim relevantnim okolnostima slučaja uključujući njihove pregovore, praksu koju su strane međusobno uspostavile, običaje i svako docnije ponašanje strana.

#### **Član 9**

(1) Strane su vezane običajima sa kojima su se složile, kao i praksom uspostavljenom među njima.

(2) Ako nije drukčije dogovoreno, smatra se da su strane prećutno podvrgle svoj ugovor ili njegovo zaključenje običaju koji im je bio poznat ili morao biti poznat i koji je široko poznat u međunarodnoj trgovini i redovno ga poštuju ugovorne strane u ugovorima iste vrste u odnosnoj struci.

particular trade concerned.

**Article 10**

For the purposes of this Convention:

(a) if a party has more than one place of business, the place of business is that which has the closest relationship to the contract and its performance, having regard to the circumstances known to or contemplated by the parties at any time before or at the conclusion of the contract;

(b) if a party does not have a place of business, reference is to be made to his habitual residence.

**Article 11**

A contract of sale need not be concluded in or evidenced by writing and is not subject to any other requirement as to form. It may be proved by any means, including witnesses.

**Article 12**

Any provision of article 11, article 29 or Part II of this Convention that allows a contract of sale or its modification or termination by agreement or any offer, acceptance or other indication of intention to be made in any form other than in writing does not apply where any party has his place of business in a Contracting State which has made a declaration under article 96 of this Convention. The parties may not derogate from or vary the effect of this article.

**Article 13**

For the purposes of this Convention "writing" includes telegram and telex.

**Član 10**

U smislu ove konvencije:

(a) ako jedna strana ima više sedišta, uzima se u obzir sedište koje ima najtešnju vezu sa ugovorom i njegovim izvršenjem, imajući u vidu okolnosti koje su bile poznate stranama ili koje su strane imale u vidu u bilo koje vreme pre ili u trenutku zaključenja ugovora;

(b) ako jedna strana nema sedište, uzeće se u obzir njeno redovno boravište.

**Član 11**

Ugovor o prodaji ne mora da se zaključi niti potvrdi u pismenoj formi niti je podvrgnut bilo kojim drugim zahtevima u pogledu forme. On se može dokazivati na bilo koji način, uključujući svedoke.

**Član 12**

Bilo koja odredba člana 11, člana 29. ili Dela II ove konvencije kojom se dozvoljava da se ugovor o prodaji zaključi, izmeni ili sporazumno raskine ili ponuda, prihvatanje ili druga indikacija o nameri učine na neki drugi način a ne u pismenoj formi, neće se primeniti u slučaju kad bilo koja strana ima svoje sedište u državi ugovornici koja je dala izjavu na osnovu člana 96. ove konvencije. Strane ne mogu da odstupe od ovog člana ili izmene njegovo dejstvo.

**Član 13**

U smislu ove konvencije, izraz "pismeno" obuhvata telegram i teleks.

<p><b>PART II</b></p> <p><b>FORMATION OF THE CONTRACT</b></p> <p><b>Article 14</b></p> <p>(1) A proposal for concluding a contract addressed to one or more specific persons constitutes an offer if it is sufficiently definite and indicates the intention of the offeror to be bound in case of acceptance. A proposal is sufficiently definite if it indicates the goods and expressly or implicitly fixes or makes provision for determining the quantity and the price.</p> <p>(2) A proposal other than one addressed to one or more specific persons is to be considered merely as an invitation to make offers, unless the contrary is clearly indicated by the person making the proposal.</p> <p><b>Article 15</b></p> <p>(1) An offer becomes effective when it reaches the offeree.</p> <p>(2) An offer, even if it is irrevocable, may be withdrawn if the withdrawal reaches the offeree before or at the same time as the offer.</p> <p><b>Article 16</b></p> <p>(1) Until a contract is concluded an offer may be revoked if the revocation reaches the offeree before he has dispatched an acceptance.</p> <p>(2) However, an offer cannot be revoked:</p> <p>(a) if it indicates, whether by stating a fixed time for acceptance or otherwise, that it is irrevocable; or</p>	<p><b>Deo II</b></p> <p><b>ZAKLJUČENJE UGOVORA</b></p> <p><b>Član 14</b></p> <p>(1) Predlog za zaključenje ugovora upućen jednom ili više određenih lica predstavlja ponudu ako je dovoljno određen i ako ukazuje na nameru ponudioca da se obaveže u slučaju prihvatanja. Predlog je dovoljno određen ako označava robu i izričito ili prećutno utvrđuje količinu i cenu ili sadrži elemente za njihovo utvrđivanje.</p> <p>(2) Predlog upućen neodređenom broju lica smatraće se samo kao poziv da se učine ponude, izuzev ako lice koje čini takav predlog jasno ne ukaže na suprotno.</p> <p><b>Član 15</b></p> <p>(1) Ponuda proizvodi dejstvo od trenutka kad stigne ponuđenome.</p> <p>(2) Ponuda, čak i kad je neopoziva, može da se povuče ako je povlačenje stiglo ponuđenome pre ili u isto vreme kad i ponuda.</p> <p><b>Član 16</b></p> <p>(1) Sve dok se ugovor ne zaključi, ponuda može da se opozove, ako opoziv stigne ponuđenome pre nego što je on otposlao svoj prihvrat.</p> <p>(2) Ponuda, međutim, ne može da se opozove:</p> <p>(a) ako je u njoj naznačeno, bilo time što je određen rok za prihvatanje ili na drugi</p>
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<p>(b) if it was reasonable for the offeree to rely on the offer as being irrevocable and the offeree has acted in reliance on the offer.</p> <p style="text-align: center;"><b>Article 17</b></p> <p>An offer, even if it is irrevocable, is terminated when a rejection reaches the offeror.</p> <p style="text-align: center;"><b>Article 18</b></p> <p>(1) A statement made by or other conduct of the offeree indicating assent to an offer is an acceptance. Silence or inactivity does not in itself amount to acceptance.</p> <p>(2) An acceptance of an offer becomes effective at the moment the indication of assent reaches the offeror. An acceptance is not effective if the indication of assent does not reach the offeror within the time he has fixed or, if no time is fixed, within a reasonable time, due account being taken of the circumstances of the transaction, including the rapidity of the means of communication employed by the offeror. An oral offer must be accepted immediately unless the circumstances indicate otherwise.</p> <p>(3) However, if, by virtue of the offer or as a result of practices which the parties have established between themselves or of usage, the offeree may indicate assent by performing an act, such as one relating to the dispatch of the goods or payment of the price, without notice to the offeror, the acceptance is effective at the moment the act is performed, provided that the act is performed within the period of time laid down in the preceding paragraph.</p>	<p>način, da je neopoziva;</p> <p>(b) ako je ponuđeni razumno verovao da je ponuda neopoziva i ponašao se saglasno tome.</p> <p style="text-align: center;"><b>Član 17</b></p> <p>Ponuda, čak i kad je neopoziva, prestaje da važi kad izjava o njenom odbijanju stigne ponudiocu.</p> <p style="text-align: center;"><b>Član 18</b></p> <p>(1) Izjava ili drugo ponašanje ponuđenog koje ukazuje na saglasnost s ponudom smatra se prihvatanjem. Čutanje ili nečinjenje, samo po sebi, ne znači prihvatanje.</p> <p>(2) Prihvatanje ponude proizvodi dejstvo od trenutka kad izjava o saglasnosti stigne ponudiocu. Prihvatanje će biti bez dejstva ako izjava o saglasnosti ne stigne ponudiocu u roku koji je on odredio ili ako nije odredio rok u razumnom roku, vodeći računa o okolnostima posla i brzini sredstava komunikacije koje je koristio ponudilac. Usmena ponuda mora biti prihvaćena odmah, izuzev ako okolnosti ne ukazuju na suprotno.</p> <p>(3) Međutim, ako na osnovu ponude, prakse koju su strane između sebe uspostavile ili običaja, prihvatanje ponuđenog može biti izraženo izvršavanjem neke radnje, kao što je ona koja se odnosi na odašiljanje robe ili plaćanje cene, bez obaveštenja ponudioca, prihvatanje proizvodi dejstvo u trenutku kad je radnja izvršena pod uslovom da je ona izvršena u rokovima predviđenim u prethodnom stavu.</p>
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<p style="text-align: center;"><b>Article 19</b></p> <p>(1) A reply to an offer which purports to be an acceptance but contains additions, limitations or other modifications is a rejection of the offer and constitutes a counter-offer.</p> <p>(2) However, a reply to an offer which purports to be an acceptance but contains additional or different terms which do not materially alter the terms of the offer constitutes an acceptance, unless the offeror, without undue delay, objects orally to the discrepancy or dispatches a notice to that effect. If he does not so object, the terms of the contract are the terms of the offer with the modifications contained in the acceptance.</p> <p>(3) Additional or different terms relating, among other things, to the price, payment, quality and quantity of the goods, place and time of delivery, extent of one party's liability to the other or the settlement of disputes are considered to alter the terms of the offer materially.</p>	<p style="text-align: center;"><b>Član 19</b></p> <p>(1) Odgovor na ponudu koji ukazuje na prihvatanje, a koji sadrži dodatke, ograničenja ili druge izmene jeste odbijanje ponude i predstavlja obratnu ponudu.</p> <p>(2) Međutim, odgovor na ponudu koji ukazuje na prihvatanje ali koji sadrži dopunske ili različite uslove koji suštinski ne menjaju uslove ponude predstavlja prihvatanje, izuzev ako ponudilac bez neopravdanog odlaganja stavi usmeno prigovor na razlike ili pošalje obaveštenje u tom smislu. Ako on tako ne postupi, ugovor je zaključen prema sadržini ponude sa izmenama koje se nalaze u prihvatanju.</p> <p>(3) Dopunski ili različiti uslovi koji se odnose, pored ostalog, na cenu, plaćanje, kvalitet i količinu robe, mesto i vreme isporuke, obim odgovornosti jedne ugovorne strane u odnosu na drugu ili na rešavanje sporova, smatraće se da suštinski menjaju uslove ponude.</p>
<p style="text-align: center;"><b>Article 20</b></p> <p>(1) A period of time for acceptance fixed by the offeror in a telegram or a letter begins to run from the moment the telegram is handed in for dispatch or from the date shown on the letter or, if no such date is shown, from the date shown on the envelope. A period of time for acceptance fixed by the offeror by telephone, telex or other means of instantaneous communication, begins to run from the moment that the offer reaches the offeree.</p> <p>(2) Official holidays or non-business days occurring during the period for acceptance are included in calculating</p>	<p style="text-align: center;"><b>Član 20</b></p> <p>(1) Rok za prihvatanje, koji je odredio ponudilac u telegramu ili pismu počinje teći od trenutka kad je telegram predat za odašiljanje ili od datuma koji nosi pismo ili, u nedostatku datuma na pismu, od datuma koji se nalazi na kovertu. Rok za prihvatanje koji je odredio ponudilac telefonom, teleksom ili drugim neposrednim sredstvima saopštavanja počinje da teče od trenutka kad ponuda stigne ponuđenome.</p> <p>(2) Zvanični praznici i neradni dani koji padaju u vreme određeno za prihvatanje uračunavaju se u to vreme. Međutim, ako obaveštenje o prihvatanju ne može da se uruči na adresu ponudioca</p>

the period. However, if a notice of acceptance cannot be delivered at the address of the offeror on the last day of the period because that day falls on an official holiday or a non-business day at the place of business of the offeror, the period is extended until the first business day which follows.

#### **Article 21**

(1) A late acceptance is nevertheless effective as an acceptance if without delay the offeror orally so informs the offeree or dispatches a notice to that effect.

(2) If a letter or other writing containing a late acceptance shows that it has been sent in such circumstances that if its transmission had been normal it would have reached the offeror in due time, the late acceptance is effective as an acceptance unless, without delay, the offeror orally informs the offeree that he considers his offer as having lapsed or dispatches a notice to that effect.

#### **Article 22**

An acceptance may be withdrawn if the withdrawal reaches the offeror before or at the same time as the acceptance would have become effective.

#### **Article 23**

A contract is concluded at the moment when an acceptance of an offer becomes effective in accordance with the provisions of this Convention.

#### **Article 24**

For the purposes of this Part of the Convention, an offer, declaration of acceptance or any other indication of

poslednjeg dana roka usled zvaničnog praznika ili neradnog dana u mestu ponudioca, rok se produžuje do prvog narednog radnog dana.

#### **Član 21**

(1) Prihvatanje izvršeno sa zadocnjenjem ipak proizvodi dejstvo prihvatanja ako ponudilac, bez odlaganja, o tome usmeno obavesti ponuđenog ili mu pošalje pismeno obaveštenje u tom smislu.

(2) Ako se iz pisma ili drugog pismenog dokumenta koji sadrži zadocnelo prihvatanje vidi da je bilo poslato u takvim okolnostima da bi stiglo ponudocu na vreme da je njegov prenos bio redovan, zadocnelo prihvatanje će proizvesti dejstvo prihvatanja, izuzev ako ponudilac, bez odlaganja, usmeno obavesti ponuđenog da smatra da se ponuda ugasila ili mu u tom smislu pošalje obaveštenje.

#### **Član 22**

Prihvatanje se može povući ako povlačenje stigne ponudocu pre ili u trenutku kad bi prihvatanje proizvelo dejstvo.

#### **Član 23**

Ugovor o prodaji zaključen je u trenutku prihvatanja ponude u skladu sa odredbama ove konvencije.

#### **Član 24**

U smislu ovog dela konvencije, ponuda, izjava o prihvatanju ili bilo koje drugo izražavanje namere "stiglo" je primaocu ako mu je saopštena usmeno ili je na drugi način uručena njemu lično ili

<p>intention "reaches" the addressee when it is made orally to him or delivered by any other means to him personally, to his place of business or mailing address or, if he does not have a place of business or mailing address, to his habitual residence.</p> <p style="text-align: center;"><b>PART III</b></p> <p style="text-align: center;"><b>SALE OF GOODS</b></p> <p style="text-align: center;"><b>Chapter I</b></p> <p style="text-align: center;"><b>GENERAL PROVISIONS</b></p> <p style="text-align: center;"><b>Article 25</b></p> <p>A breach of contract committed by one of the parties is fundamental if it results in such detriment to the other party as substantially to deprive him of what he is entitled to expect under the contract, unless the party in breach did not foresee and a reasonable person of the same kind in the same circumstances would not have foreseen such a result.</p> <p style="text-align: center;"><b>Article 26</b></p> <p>A declaration of avoidance of the contract is effective only if made by notice to the other party.</p> <p style="text-align: center;"><b>Article 27</b></p> <p>Unless otherwise expressly provided in this Part of the Convention, if any notice, request or other communication is given or made by a party in accordance with this Part and by means appropriate in the circumstances, a delay or error in the transmission of the communication or its failure to arrive does not deprive that party of the right to rely on the communication.</p>	<p>predata njegovom sedištu ili na njegovu poštansku adresu ili, ako nema sedišta, odnosno poštanske adrese, u njegovom redovnom boravištu.</p> <p style="text-align: center;"><b>Deo III</b></p> <p style="text-align: center;"><b>PRODAJA ROBE</b></p> <p style="text-align: center;"><b>Glava I</b></p> <p style="text-align: center;"><b>OPŠTE ODREDBE</b></p> <p style="text-align: center;"><b>Član 25</b></p> <p>Povreda ugovora koju učini jedna strana smatraće se bitnom ako se njome prouzrokuje takva šteta drugoj strani da je suštinski lišava onog što je opravdano očekivala od ugovora, izuzev ako takvu posledicu nije predvidela strana koja čini povredu niti bi je predvidelo razumno lice istih svojstava u istim okolnostima.</p> <p style="text-align: center;"><b>Član 26</b></p> <p>Izjava o raskidu ugovora ima dejstvo jedino ako je o njoj obaveštena druga strana.</p> <p style="text-align: center;"><b>Član 27</b></p> <p>Izuzev ako je izričito drukčije predviđeno u ovom delu Konvencije, kad je jedna strana neko obaveštenje, zahtev ili drugo saopštenje dala ili učinila u skladu sa ovim delom i na način koji se smatra odgovarajućim u datim okolnostima, zadocnjenje ili greška u prenosu saopštenja ili činjenica da saopštenje nije stiglo ne lišava tu stranu prava da se na to saopštenje poziva.</p>
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<p style="text-align: center;"><b>Article 28</b></p> <p>If, in accordance with the provisions of this Convention, one party is entitled to require performance of any obligation by the other party, a court is not bound to enter a judgement for specific performance unless the court would do so under its own law in respect of similar contracts of sale not governed by this Convention.</p>	<p style="text-align: center;"><b>Član 28</b></p> <p>Ako, u skladu sa odredbama ove konvencije, jedna strana ima pravo da zahteva izvršenje neke obaveze od druge strane, sud nije dužan da donese presudu o izvršenju u naturi osim ako bi to učinio prema pravilima sopstvenog prava za slične ugovore o prodaji na koji se ova konvencija ne odnosi.</p>
<p style="text-align: center;"><b>Article 29</b></p> <p>(1) A contract may be modified or terminated by the mere agreement of the parties.</p> <p>(2) A contract in writing which contains a provision requiring any modification or termination by agreement to be in writing may not be otherwise modified or terminated by agreement. However, a party may be precluded by his conduct from asserting such a provision to the extent that the other party has relied on that conduct.</p>	<p style="text-align: center;"><b>Član 29</b></p> <p>(1) Ugovor može da se izmeni ili raskine prostim sporazumom strana.</p> <p>(2) Pismeni ugovor koji sadrži odredbu kojom se predviđa da svaka izmena ili raskid moraju da budu učinjeni u pismenoj formi ne može biti drukčije izmenjen ili sporazumno raskinut. Ipak, ugovorna strana može usled svog ponašanja izgubiti pravo da se poziva na takvu odredbu ako se druga strana oslonila na takvo ponašanje.</p>
<p style="text-align: center;"><b>Chapter II</b></p> <p style="text-align: center;"><b>OBLIGATIONS OF THE SELLER</b></p> <p style="text-align: center;"><b>Article 30</b></p> <p>The seller must deliver the goods, hand over any documents relating to them and transfer the property in the goods, as required by the contract and this Convention.</p> <p><b>Section I. Delivery of the goods and handing over of documents</b></p> <p style="text-align: center;"><b>Article 31</b></p> <p>If the seller is not bound to deliver the goods at any other particular place, his</p>	<p style="text-align: center;"><b>Glava II</b></p> <p style="text-align: center;"><b>PRODAVČEVE OBAVEZE</b></p> <p style="text-align: center;"><b>Član 30</b></p> <p>Prodavac je dužan da na način predviđen ugovorom i ovom konvencijom isporuči robu, preda dokumente koji se na robu odnose i prenese svojину na robu.</p> <p style="text-align: center;"><b>Odsek I</b></p> <p style="text-align: center;"><b>ISPORUKA ROBE I PREDAJA DOKUMENATA</b></p> <p style="text-align: center;"><b>Član 31</b></p> <p>Ako prodavac nije dužan isporučiti robu u nekom drugom određenom mestu,</p>

<p>obligation to deliver consists:</p> <p>(a) if the contract of sale involves carriage of the goods - in handing the goods over to the first carrier for transmission to the buyer;</p> <p>(b) if, in cases not within the preceding subparagraph, the contract relates to specific goods, or unidentified goods to be drawn from a specific stock or to be manufactured or produced, and at the time of the conclusion of the contract the parties knew that the goods were at, or were to be manufactured or produced at, a particular place - in placing the goods at the buyer's disposal at that place;</p> <p>(c) in other cases - in placing the goods at the buyer's disposal at the place where the seller had his place of business at the time of the conclusion of the contract.</p>	<p>njegova obaveza isporuke sastoji se:</p> <p>(a) ako prema ugovoru o prodaji roba treba da se preveze - u predaji robe prvom prevoziocu radi dostavljanja kupcu;</p> <p>(b) ako su u slučajevima na koje se prethodna tačka ne odnosi, predmet ugovora individualno određene stvari, ili stvari određene po rodu koje treba izdvojiti iz određene mase ili ih treba proizvesti ili izraditi, a u vreme zaključenja ugovora strane su znale da je roba u određenom mestu ili je treba izraditi ili proizvesti u određenom mestu - u stavljanju robe na raspolaganje u tom mestu;</p> <p>(c) u svim drugim slučajevima - u stavljanju robe na raspolaganje kupcu u mestu u kome je prodavac u trenutku zaključenja ugovora imao svoje sedište.</p>
<p><b>Article 32</b></p>	<p><b>Član 32</b></p>
<p>(1) If the seller, in accordance with the contract or this Convention, hands the goods over to a carrier and if the goods are not clearly identified to the contract by markings on the goods, by shipping documents or otherwise, the seller must give the buyer notice of the consignment specifying the goods.</p> <p>(2) If the seller is bound to arrange for carriage of the goods, he must make such contracts as are necessary for carriage to the place fixed by means of transportation appropriate in the circumstances and according to the usual terms for such transportation.</p> <p>(3) If the seller is not bound to effect insurance in respect of the carriage of the goods, he must, at the buyer's request, provide him with all available</p>	<p>(1) Ako prodavac, u skladu sa ugovorom ili ovom konvencijom, preda robu prevoziocu, a roba nije jasno identifikovana kao roba namenjena za izvršenje ugovora obeležavanjem na njoj, u dokumentima za prevoz ili na drugi način, prodavac je dužan kupcu poslati obaveštenje o otpremi kojim se bliže određuje roba.</p> <p>(2) Ako je prodavac dužan da se postara za prevoz robe, on mora zaključiti sve ugovore koji su potrebni za prevoz robe do određenog mesta prevoznim sredstvima koja su u datim okolnostima odgovarajuća i pod uslovima koji su uobičajeni za tu vrstu prevoza.</p> <p>(3) Ako prodavac nije dužan da robu u prevozu osigura, on je obavezan da kupcu, na njegov zahtev, dostavi sve</p>

<p>information necessary to enable him to effect such insurance.</p> <p style="text-align: center;"><b>Article 33</b></p> <p>The seller must deliver the goods:</p> <p>(a) if a date is fixed by or determinable from the contract, on that date;</p> <p>(b) if a period of time is fixed by or determinable from the contract, at any time within that period unless circumstances indicate that the buyer is to choose a date; or</p> <p>(c) in any other case, within a reasonable time after the conclusion of the contract.</p>	<p>raspoložive podatke koji su mu potrebni da bi mogao robu osigurati.</p> <p style="text-align: center;"><b>Član 33</b></p> <p>Prodavac je dužan da robu isporuči:</p> <p>(a) ako je datum određen ili se može odrediti na osnovu ugovora, tog datuma;</p> <p>(b) ako je vremenski period određen ili se može odrediti na osnovu ugovora, u bilo koje vreme u okviru tog perioda, izuzev ako okolnosti ne ukazuju na to da je kupac bio ovlašćen da odredi datum; ili</p> <p>(c) u svakom drugom slučaju, u razumnom roku posle zaključenja ugovora.</p>
<p style="text-align: center;"><b>Article 34</b></p> <p>If the seller is bound to hand over documents relating to the goods, he must hand them over at the time and place and in the form required by the contract. If the seller has handed over documents before that time, he may, up to that time, cure any lack of conformity in the documents, if the exercise of this right does not cause the buyer unreasonable inconvenience or unreasonable expense. However, the buyer retains any right to claim damages as provided for in this Convention.</p>	<p style="text-align: center;"><b>Član 34</b></p> <p>Ako je prodavac dužan da preda dokumente koji se odnose na robu, on ih mora predati u vreme, na mestu i u obliku koji su predviđeni ugovorom. Ako preda dokumente pre tog roka, prodavac može, sve do tog roka, da popravi svaki nedostatak saobraznosti u dokumentima, pod uslovom da ovo njegovo pravo ne prouzrokuje kupcu ni nerazumne nepogodnosti ni nerazumne troškove. Kupac, međutim, zadržava pravo da zahteva naknadu štete predviđenu ovom konvencijom.</p>
<p><b>Section II. Conformity of the goods and third party claims</b></p> <p style="text-align: center;"><b>Article 35</b></p> <p>(1) The seller must deliver goods which are of the quantity, quality and description required by the contract and which are contained or packaged in the manner required by the contract.</p> <p>(2) Except where the parties have agreed otherwise, the goods do not conform</p>	<p style="text-align: center;"><b>Odsek II SAOBRAZNOST ROBE I PRAVA ILI POTRAŽIVANJA TREĆIH LICA</b></p> <p style="text-align: center;"><b>Član 35</b></p> <p>(1) Prodavac je dužan isporučiti robu u količini, kvalitetu i vrsti kako je to predviđeno ugovorom i pakovanu ili zaštićenu na način predviđen u ugovoru.</p> <p>(2) Izuzev ako su se strane drukčije</p>

<p>with the contract unless they:</p> <p>(a) are fit for the purposes for which goods of the same description would ordinarily be used;</p> <p>(b) are fit for any particular purpose expressly or impliedly made known to the seller at the time of the conclusion of the contract, except where the circumstances show that the buyer did not rely, or that it was unreasonable for him to rely, on the seller's skill and judgement;</p> <p>(c) possess the qualities of goods which the seller has held out to the buyer as a sample or model;</p> <p>(d) are contained or packaged in the manner usual for such goods or, where there is no such manner, in a manner adequate to preserve and protect the goods.</p> <p>(3) The seller is not liable under subparagraphs (a) to (d) of the preceding paragraph for any lack of conformity of the goods if at the time of the conclusion of the contract the buyer knew or could not have been unaware of such lack of conformity.</p>	<p>sporazumele, smatra se da roba nije saobrazna ugovoru ukoliko:</p> <p>(a) nije podobna za svrhe za koje se roba iste vrste uobičajeno koristi;</p> <p>(b) nije podobna za naročitu svrhu koja je prodavcu izričito ili prećutno stavljena do znanja u vreme zaključenja ugovora, izuzev kad okolnosti ukazuju da se kupac nije oslonio niti je bilo razumno da se osloni na stručnost i prosuđivanje prodavaca;</p> <p>(c) ne poseduje kvalitete robe koje je prodavac kupcu predložio u vidu uzorka ili modela;</p> <p>(d) pakovana ili zaštićena na način uobičajen za takvu robu ili, ako takav način ne postoji, na način koji je odgovarajući da sačuva i zaštiti robu.</p> <p>(3) Prodavac neće odgovarati na osnovu tačke (a) do (d) prethodnog stava za bilo kakvu nesaobraznost robe ako je u vreme zaključenja ugovora kupac znao za tu nesaobraznost ili mu ona nije mogla biti nepoznata.</p>
<p style="text-align: center;"><b>Article 36</b></p> <p>(1) The seller is liable in accordance with the contract and this Convention for any lack of conformity which exists at the time when the risk passes to the buyer, even though the lack of conformity becomes apparent only after that time.</p> <p>(2) The seller is also liable for any lack of conformity which occurs after the time indicated in the preceding paragraph and which is due to a breach of any of his obligations, including a breach of any</p>	<p style="text-align: center;"><b>Član 36</b></p> <p>(1) Prodavac odgovara, u skladu sa ugovorom i ovom konvencijom, za svaki nedostatak saobraznosti koji je postojao u trenutku prelaska rizika na kupca, čak i ako je nedostatak saobraznosti postao očit kasnije.</p> <p>(2) Prodavac je takođe odgovoran za svaki nedostatak saobraznosti koji se pojavio posle trenutka utvrđenog u prethodnom stavu a koji se može pripisati povredi bilo koje njegove obaveze, uključujući povredu garantije o tome da će za neko vreme ostati podobna za njenu redovnu kao i naročitu</p>

<p>guarantee that for a period of time the goods will remain fit for their ordinary purpose or for some particular purpose or will retain specified qualities or characteristics.</p> <p style="text-align: center;"><b>Article 37</b></p> <p>If the seller has delivered goods before the date for delivery, he may, up to that date, deliver any missing part or make up any deficiency in the quantity of the goods delivered, or deliver goods in replacement of any non-conforming goods delivered or remedy any lack of conformity in the goods delivered, provided that the exercise of this right does not cause the buyer unreasonable inconvenience or unreasonable expense. However, the buyer retains any right to claim damages as provided for in this Convention.</p> <p style="text-align: center;"><b>Article 38</b></p> <p>(1) The buyer must examine the goods, or cause them to be examined, within as short a period as is practicable in the circumstances.</p> <p>(2) If the contract involves carriage of the goods, examination may be deferred until after the goods have arrived at their destination.</p> <p>(3) If the goods are redirected in transit or redispached by the buyer without a reasonable opportunity for examination by him and at the time of the conclusion of the contract the seller knew or ought to have known of the possibility of such redirection or redispach, examination may be deferred until after the goods have arrived at the new destination.</p>	<p>svrhu ili da će zadržati određena svojstva ili karakteristike.</p> <p style="text-align: center;"><b>Član 37</b></p> <p>Ako preda robu pre isteka roka za isporuku prodavac može, do datuma određenog za isporuku, isporučiti deo ili količinu koji nedostaju ili zameniti nesaobraznu robu novom saobraznom robom ili otkloniti nedostatak saobraznosti isporučene robe, pod uslovom da to njegovo pravo ne prouzrokuje kupcu ni nerazumne nepogodnosti ni nerazumne troškove. Kupac, međutim, zadržava pravo da zahteva naknadu štete predviđenu ovom konvencijom.</p> <p style="text-align: center;"><b>Član 38</b></p> <p>(1) Kupac je dužan pregledati robu ili je dati na pregled u što je moguće kraćem roku, zavisno od okolnosti.</p> <p>(2) Ako se ugovorom predviđa prevoz robe, pregled se može odložiti do stizanja robe u mesto opredeljenja.</p> <p>(3) Ako je kupac u toku prevoza robe promenio pravac ili je dalje otpremio, a da pri tom nije postojala razumna mogućnost da je pregleda, i ako je prodavcu u trenutku zaključenja ugovora bila poznata ili mu je morala biti poznata mogućnost ove izmene pravca ili dalje otpreme, pregled robe može da se odloži do prispeća robe u novo mesto opredeljenja.</p>
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<p style="text-align: center;"><b>Article 39</b></p> <p>(1) The buyer loses the right to rely on a lack of conformity of the goods if he does not give notice to the seller specifying the nature of the lack of conformity within a reasonable time after he has discovered it or ought to have discovered it.</p> <p>(2) In any event, the buyer loses the right to rely on a lack of conformity of the goods if he does not give the seller notice thereof at the latest within a period of two years from the date on which the goods were actually handed over to the buyer, unless this time-limit is inconsistent with a contractual period of guarantee.</p>	<p style="text-align: center;"><b>Član 39</b></p> <p>(1) Kupac gubi pravo da se poziva na nedostatak saobraznosti robe ako o tome nije prodavcu poslao obaveštenje u kome je naveo prirodu nedostatka, u razumnom roku od trenutka kad ga je otkrio ili morao otkriti.</p> <p>(2) Kupac u svakom slučaju gubi pravo da se pozove na nedostatak saobraznosti robe, ako o njemu nije obavestio prodavca najkasnije u roku od dve godine računajući od dana stvarne predaje robe kupcu, izuzev kad je taj rok nesaglasan sa rokom o ugovornoj garantiji.</p>
<p style="text-align: center;"><b>Article 40</b></p> <p>The seller is not entitled to rely on the provisions of articles 38 and 39 if the lack of conformity relates to facts of which he knew or could not have been unaware and which he did not disclose to the buyer.</p>	<p style="text-align: center;"><b>Član 40</b></p> <p>Prodavac nema pravo da se koristi odredbama čl. 38. i 49. kad se nedostatak saobraznosti odnosi na činjenice koje su mu bile poznate ili mu nisu mogle biti nepoznate, a on ih nije otkrio kupcu.</p>
<p style="text-align: center;"><b>Article 41</b></p> <p>The seller must deliver goods which are free from any right or claim of a third party, unless the buyer agreed to take the goods subject to that right or claim. However, if such right or claim is based on industrial property or other intellectual property, the seller's obligation is governed by article 42.</p>	<p style="text-align: center;"><b>Član 41</b></p> <p>Prodavac je dužan da isporuči robu slobodnu od prava ili potraživanja trećeg lica, izuzev ako se kupac složi da primi robu pod tim uslovima. Međutim, ako se takvo pravo ili potraživanje zasniva na industrijskoj ili drugoj intelektualnoj svojini, ova obaveza prodavca reguliše se članom 42.</p>
<p style="text-align: center;"><b>Article 42</b></p> <p>(1) The seller must deliver goods which are free from any right or claim of a third party based on industrial property or other intellectual property, of which at the time of the conclusion of the</p>	<p style="text-align: center;"><b>Član 42</b></p> <p>(1) Prodavac je dužan da isporuči robu slobodnu od svakog prava ili potraživanja trećeg lica koji se zasnivaju na industrijskoj ili drugoj intelektualnoj svojini, a bili su mu u trenutku</p>

<p>contract the seller knew or could not have been unaware, provided that the right or claim is based on industrial property or other intellectual property:</p> <p>(a) under the law of the State where the goods will be resold or otherwise used, if it was contemplated by the parties at the time of the conclusion of the contract that the goods would be resold or otherwise used in that State; or</p> <p>(b) in any other case, under the law of the State where the buyer has his place of business.</p> <p>(2) The obligation of the seller under the preceding paragraph does not extend to cases where:</p> <p>(a) at the time of the conclusion of the contract the buyer knew or could not have been unaware of the right or claim; or</p> <p>(b) the right or claim results from the seller's compliance with technical drawings, designs, formulae or other such specifications furnished by the buyer.</p>	<p>zaključenja ugovora poznati ili mu nisu mogli biti nepoznati, pod uslovom da se pravo ili potraživanje zasniva na industrijskoj ili drugoj intelektualnoj svojini:</p> <p>(a) po pravu države u kojoj će roba da se dalje prodaje ili na drugi način koristi, ako su strane u vreme zaključenja ugovora imale u vidu da će roba da se dalje prodaje ili na drugi način koristi u toj državi; ili</p> <p>(b) u svakom drugom slučaju, po pravu države u kojoj kupac ima svoje sedište.</p> <p>(2) obaveza prodavca na osnovu prethodnog stava ne odnosi se na slučajeve u kojima:</p> <p>(a) u trenutku zaključenja ugovora kupac je znao ili mu nije moglo biti nepoznato postojanje takvog prava ili potraživanje; ili</p> <p>(b) takvo pravo ili potraživanje su posledica prodavčevog postupanja po tehničkim planovima, crtežima, formulama ili drugim sličnim specifikacijama koje mu je dostavio kupac.</p>
<p><b>Article 43</b></p>	<p><b>Član 43</b></p>
<p>(1) The buyer loses the right to rely on the provisions of article 41 or article 42 if he does not give notice to the seller specifying the nature of the right or claim of the third party within a reasonable time after he has become aware or ought to have become aware of the right or claim.</p> <p>(2) The seller is not entitled to rely on the provisions of the preceding paragraph if he knew of the right or claim of the third party and the nature of it.</p>	<p>(1) Kupac gubi pravo da se koristi odredbama člana 41. ili člana 42. ukoliko o pravu ili potraživanju trećeg lica ne dostavi prodavcu obaveštenje u kome je naveo njihovu prirodu u razumnom roku pošto je saznao ili morao da sazna za postojanje takvog prava ili potraživanja.</p> <p>(2) Prodavac nema pravo da se koristi odredbama prethodnog stava ako je znao za pravo ili potraživanje trećeg lica i njihovu prirodu.</p>

<p style="text-align: center;"><b>Article 44</b></p> <p>Notwithstanding the provisions of paragraph (1) of article 39 and paragraph (1) of article 43, the buyer may reduce the price in accordance with article 50 or claim damages, except for loss of profit, if he has a reasonable excuse for his failure to give the required notice.</p> <p><b>Section III. Remedies for breach of contract by the seller</b></p> <p style="text-align: center;"><b>Article 45</b></p> <p>(1) If the seller fails to perform any of his obligations under the contract or this Convention, the buyer may:</p> <p>(a) exercise the rights provided in articles 46 to 52;</p> <p>(b) claim damages as provided in articles 74 to 77.</p> <p>(2) The buyer is not deprived of any right he may have to claim damages by exercising his right to other remedies.</p> <p>(3) No period of grace may be granted to the seller by a court or arbitral tribunal when the buyer resorts to a remedy for breach of contract.</p>	<p style="text-align: center;"><b>Član 44</b></p> <p>Bez obzira na odredbe stava 1. člana 39. i stava 1. člana 43. kupac može sniziti cenu u skladu sa članom 50. ili zahtevati naknadu štete, izuzev za izgubljenju dobit, ako ima razumno opravdanje što nije poslao traženo obaveštenje.</p> <p style="text-align: center;"><b>Odsek III SREDSTVA KOJIMA RASPOLAŽE KUPAC U SLUČAJU POVREDE UGOVORA OD STRANE PRODAVCA</b></p> <p style="text-align: center;"><b>Član 45</b></p> <p>(1) Ako prodavac ne izvrši bilo koju svoju obavezu koju ima na osnovu ugovora ili ove konvencije, kupac može:</p> <p>(a) koristiti se pravima predviđenim u čl. 46. do 52;</p> <p>(b) zahtevati naknadu štete predviđenu u čl. 74. do 77.</p> <p>(2) Kupcu nije uskraćeno pravo da zahteva naknadu štete iako se poslužio drugim sredstvom.</p> <p>(3) Ako se kupac koristi sredstvom koje je predviđeno za povredu ugovora, sud ili arbitraža ne mogu odobriti prodavcu produženje roka.</p>
<p style="text-align: center;"><b>Article 46</b></p> <p>(1) The buyer may require performance by the seller of his obligations unless the buyer has resorted to a remedy which is inconsistent with this requirement.</p> <p>(2) If the goods do not conform with the contract, the buyer may require delivery of substitute goods only if the lack of conformity constitutes a fundamental breach of contract and a request for substitute goods is made either in conjunction with notice given under</p>	<p style="text-align: center;"><b>Član 46</b></p> <p>(1) Kupac može zahtevati od prodavca izvršenje njegovih obaveza ako se ne koristi nekim sredstvom koje bi bilo suprotno takvom zahtevu.</p> <p>(2) Ako roba nije saobrazna ugovoru, kupac ima pravo da zahteva isporuku druge robe kao zamenu samo ako nedostatak saobraznosti predstavlja bitnu povredu ugovora a zahtev za zamenu je učinjen bilo istovremeno sa</p>

article 39 or within a reasonable time thereafter.

(3) If the goods do not conform with the contract, the buyer may require the seller to remedy the lack of conformity by repair, unless this is unreasonable having regard to all the circumstances. A request for repair must be made either in conjunction with notice given under article 39 or within a reasonable time thereafter.

#### **Article 47**

(1) The buyer may fix an additional period of time of reasonable length for performance by the seller of his obligations.

(2) Unless the buyer has received notice from the seller that he will not perform within the period so fixed, the buyer may not, during that period, resort to any remedy for breach of contract. However, the buyer is not deprived thereby of any right he may have to claim damages for delay in performance.

#### **Article 48**

(1) Subject to article 49, the seller may, even after the date for delivery, remedy at his own expense any failure to perform his obligations, if he can do so without unreasonable delay and without causing the buyer unreasonable inconvenience or uncertainty of reimbursement by the seller of expenses advanced by the buyer. However, the buyer retains any right to claim damages as provided for in this Convention.

(2) If the seller requests the buyer to make known whether he will accept performance and the buyer does not comply with the request within a

obaveštenjem datim na osnovu člana 39. ili u razumnom roku posle tog obaveštenja.

(3) Ako roba nije saobrazna ugovoru, kupac može zahtevati od prodavca da otkloni nedostatak popravkom, izuzev ako bi to bilo nerazumno uzimajući u obzir sve okolnosti. Zahtev za popravkom mora da se učini bilo istovremeno sa obaveštenjem datim na osnovu člana 39. ili u razumnom roku posle tog obaveštenja.

#### **Član 47**

(1) Kupac može odrediti prodavcu dodatni rok razumne dužine za izvršenje njegovih obaveza.

(2) Izuzev ako kupac primi obaveštenje od prodavca da on neće izvršiti svoje obaveze do isteka tog roka, kupac ne može u tom roku da se koristi bilo kojim sredstvom predviđenim za povredu ugovora. Kupac, međutim, ne gubi zbog toga pravo da usled docnje prodavca zahteva naknadu štete.

#### **Član 48**

(1) Ako to nije u suprotnosti sa članom 49, prodavac može, čak i posle isteka roka za isporuku, na svoj trošak otkloniti svako neizvršenje svojih obaveza ako je u stanju da to učini bez nerazumnog odlaganja i bez nanošenja kupcu nerazumnih nepogodnosti ili neizvesnosti da će mu prodavac naknaditi troškove koje je s tim u vezi imao. U svakom, pak, slučaju kupac zadržava pravo da zahteva naknadu štete u saglasnosti sa ovom konvencijom.

(2) Ako prodavac zahteva od kupca da se izjasni da li prihvata izvršenje ugovora, a kupac mu ne odgovori u razumnom roku,

<p>reasonable time, the seller may perform within the time indicated in his request. The buyer may not, during that period of time, resort to any remedy which is inconsistent with performance by the seller.</p> <p>(3) A notice by the seller that he will perform within a specified period of time is assumed to include a request, under the preceding paragraph, that the buyer make known his decision.</p> <p>(4) A request or notice by the seller under paragraph (2) or (3) of this article is not effective unless received by the buyer.</p>	<p>prodavac može da izvrši ugovor u roku koji je naveden u njegovom zahtevu. Kupac nema pravo, do isteka tog roka, da se koristi bilo kojim sredstvom koje ne bi bilo u skladu sa izvršenjem od strane prodavca.</p> <p>(3) Smatra se da obaveštenje prodavca o tome da će izvršiti ugovor u određenom roku sadrži i zahtev iz prethodnog stava da mu kupac saopšti svoju odluku.</p> <p>(4) Zahtev ili obaveštenje prodavca na osnovu stava 2. ili 3. ovog člana proizvodi dejstvo samo ako ga je kupac primio.</p>
<p><b>Article 49</b></p>	<p><b>Član 49</b></p>
<p>(1) The buyer may declare the contract avoided:</p> <p>(a) if the failure by the seller to perform any of his obligations under the contract or this Convention amounts to a fundamental breach of contract; or</p> <p>(b) in case of non-delivery, if the seller does not deliver the goods within the additional period of time fixed by the buyer in accordance with paragraph (1) of article 47 or declares that he will not deliver within the period so fixed.</p> <p>(2) However, in cases where the seller has delivered the goods, the buyer loses the right to declare the contract avoided unless he does so:</p> <p>(a) in respect of late delivery, within a reasonable time after he has become aware that delivery has been made;</p> <p>(b) in respect of any breach other than late delivery, within a reasonable time:</p> <p>(i) after he knew or ought to have known</p>	<p>(1) Kupac može izjaviti da raskida ugovor:</p> <p>(a) ako neizvršenje bilo koje obaveze koju prodavac ima na osnovu ugovora ili ove konvencije predstavlja bitnu povredu ugovora; ili</p> <p>(b) u slučaju neisporuke, ako prodavac nije isporučio robu u dodatnom roku koji mu je kupac odredio na osnovu stava 1. člana 47. ili je izjavio da je neće isporučiti u tako određenom roku.</p> <p>(2) Međutim, u slučajevima kad je prodavac isporučio robu, kupac gubi pravo da raskine ugovor ako to nije učinio:</p> <p>(a) u odnosu na zadocnelu isporuku, u razumnom roku računajući od trenutka kad je saznao da je isporuka izvršena;</p> <p>(b) u odnosu na bilo koju drugu povredu, osim zadocnele isporuke, u razumnom roku:</p> <p style="padding-left: 40px;">(i) pošto je saznao ili morao</p>

<p>of the breach;</p> <p>(ii) after the expiration of any additional period of time fixed by the buyer in accordance with paragraph (1) of article 47, or after the seller has declared that he will not perform his obligations within such an additional period; or</p> <p>(iii) after the expiration of any additional period of time indicated by the seller in accordance with paragraph (2) of article 48, or after the buyer has declared that he will not accept performance.</p>	<p>saznati za povredu;</p> <p>(ii) po isteku svakog dodatnog roka koji je kupac odredio u skladu sa stavom (1) člana 47, ili pošto je prodavac izjavio da neće izvršiti svoje obaveze u ovom dodatnom roku; ili</p> <p>(iii) po isteku svakog dodatnog roka koji je odredio prodavac u skladu sa stavom (2) člana 48. ili pošto je kupac izjavio da neće prihvatiti izvršenje.</p>
<p style="text-align: center;"><b>Article 50</b></p> <p>If the goods do not conform with the contract and whether or not the price has already been paid, the buyer may reduce the price in the same proportion as the value that the goods actually delivered had at the time of the delivery bears to the value that conforming goods would have had at that time. However, if the seller remedies any failure to perform his obligations in accordance with article 37 or article 48 or if the buyer refuses to accept performance by the seller in accordance with those articles, the buyer may not reduce the price.</p>	<p style="text-align: center;"><b>Član 50</b></p> <p>Ako roba nije saobrazna ugovoru kupac može, bez obzira na to da li je cena već plaćena ili nije, sniziti cenu srazmerno razlici između vrednosti stvarno isporučene robe u vreme isporuke prema vrednosti koju bi u to vreme imala roba saobrazna ugovoru. Međutim, ako prodavac otkloni bilo koje neizvršenje svojih obaveza u skladu sa članom 37. ili članom 48. ili ako kupac odbije da primi isporuku od prodavca u skladu s tim članovima, kupac ne može da snizi cenu.</p>
<p style="text-align: center;"><b>Article 51</b></p> <p>(1) If the seller delivers only a part of the goods or if only a part of the goods delivered is in conformity with the contract, articles 46 to 50 apply in respect of the part which is missing or which does not conform.</p> <p>(2) The buyer may declare the contract avoided in its entirety only if the failure to make delivery completely or in conformity with the contract amounts to</p>	<p style="text-align: center;"><b>Član 51</b></p> <p>(1) Ako prodavac isporuči samo jedan deo robe ili kad je samo jedan deo robe saobrazan ugovoru, čl. 46. do 50. primeniće se u pogledu dela koji nedostaje ili koji nije saobrazan ugovoru.</p> <p>(2) Kupac može izjaviti da raskida ceo ugovor samo ako delimično neizvršenje ili nedostatak saobraznosti predstavlja bitnu povredu ugovora.</p>

<p>a fundamental breach of the contract.</p> <p style="text-align: center;"><b>Article 52</b></p> <p>(1) If the seller delivers the goods before the date fixed, the buyer may take delivery or refuse to take delivery.</p> <p>(2) If the seller delivers a quantity of goods greater than that provided for in the contract, the buyer may take delivery or refuse to take delivery of the excess quantity. If the buyer takes delivery of all or part of the excess quantity, he must pay for it at the contract rate.</p> <p style="text-align: center;"><b>Chapter III</b></p> <p style="text-align: center;"><b>OBLIGATIONS OF THE BUYER</b></p> <p style="text-align: center;"><b>Article 53</b></p> <p>The buyer must pay the price for the goods and take delivery of them as required by the contract and this Convention.</p> <p><b>Section I. Payment of the price</b></p> <p style="text-align: center;"><b>Article 54</b></p> <p>The buyer's obligation to pay the price includes taking such steps and complying with such formalities as may be required under the contract or any laws and regulations to enable payment to be made.</p> <p style="text-align: center;"><b>Article 55</b></p> <p>Where a contract has been validly concluded but does not expressly or implicitly fix or make provision for determining the price, the parties are considered, in the absence of any indication to the contrary, to have impliedly made reference to the price generally charged at the time of the</p>	<p style="text-align: center;"><b>Član 52</b></p> <p>(1) Ako prodavac isporuči robu pre datuma određenog za isporuku, kupac može primiti ili odbiti isporuku.</p> <p>(2) Ako prodavac isporuči količinu robe veću od one koja je predviđena ugovorom, kupac može primiti ili odbiti isporuku količine koja premaša ugovorenu količinu. Ako kupac primi ceo višak ili jedan njegov deo iznad ugovorene količine, dužan ga je platiti po ugovorenoj ceni.</p> <p style="text-align: center;"><b>Glava III</b></p> <p style="text-align: center;"><b>KUPČEVE OBAVEZE</b></p> <p style="text-align: center;"><b>Član 53</b></p> <p>Kupac se obavezuje da isplati cenu i da preuzme isporuku robe onako kako je predviđeno ugovorom i ovom konvencijom.</p> <p style="text-align: center;"><b>Odsek I</b></p> <p style="text-align: center;"><b>ISPLATA CENE</b></p> <p style="text-align: center;"><b>Član 54</b></p> <p>Kupčeva obaveza da isplati cenu podrazumeva preduzimanje mera i ispunjavanje formalnosti predviđenih ugovorom ili odgovarajućim zakonima i propisima da bi se omogućilo izvršenje plaćanja.</p> <p style="text-align: center;"><b>Član 55</b></p> <p>Kad je ugovor valjano zaključen a da cena za prodatu robu nije u ugovoru ni izričito ni prećutno određena niti u njemu ima odredbi na osnovu kojih bi se mogla utvrditi, smatraće se, ako nije suprotno navedeno, da su strane prećutno pristale na cenu koja se u trenutku zaključenja</p>
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<p>conclusion of the contract for such goods sold under comparable circumstances in the trade concerned.</p>	<p>ugovora redovno naplaćivala u odnosnoj struci za takvu robu prodatu pod sličnim okolnostima.</p>
<p style="text-align: center;"><b>Article 56</b></p> <p>If the price is fixed according to the weight of the goods, in case of doubt it is to be determined by the net weight.</p>	<p style="text-align: center;"><b>Član 56</b></p> <p>Ako je cena utvrđena prema težini robe, za određivanje cene se u slučaju sumnje uzima neto-težina.</p>
<p style="text-align: center;"><b>Article 57</b></p> <p>(1) If the buyer is not bound to pay the price at any other particular place, he must pay it to the seller:</p> <p>(a) at the seller's place of business; or</p> <p>(b) if the payment is to be made against the handing over of the goods or of documents, at the place where the handing over takes place.</p> <p>(2) The seller must bear any increases in the expenses incidental to payment which is caused by a change in his place of business subsequent to the conclusion of the contract.</p>	<p style="text-align: center;"><b>Član 57</b></p> <p>(1) Ako kupac nije preuzeo obavezu da plati cenu u bilo kom drugom određenom mestu, dužan je da je plati prodavcu:</p> <p>(a) u sedištu prodavca; ili</p> <p>(b) ako se isplata ima izvršiti uz predaju robe ili dokumenata, u mestu te predaje.</p> <p>(2) Prodavac snosi svako povećanje troškova vezano uz plaćanje do koga je došlo zbog promene njegovog sedišta posle zaključenja ugovora.</p>
<p style="text-align: center;"><b>Article 58</b></p> <p>(1) If the buyer is not bound to pay the price at any other specific time, he must pay it when the seller places either the goods or documents controlling their disposition at the buyer's disposal in accordance with the contract and this Convention. The seller may make such payment a condition for handing over the goods or documents.</p> <p>(2) If the contract involves carriage of the goods, the seller may dispatch the goods on terms whereby the goods, or documents controlling their disposition, will not be handed over to the buyer except against payment of the price.</p>	<p style="text-align: center;"><b>Član 58</b></p> <p>(1) Ako kupac nije preuzeo obavezu da plati cenu u bilo koje drugo određeno vreme, on je dužan da je plati kad prodavac, u skladu sa ugovorom i ovom konvencijom, stavi kupcu na raspolaganje bilo robu bilo dokumente na osnovu kojih se robom može raspolagati. Prodavac može usloviti predaju robe ili dokumenata takvim plaćanjem cene.</p> <p>(2) Ako je ugovorom predviđen prevoz robe, prodavac može otpremiti robu pod uslovom da roba ili dokumenti na osnovu kojih se robom može raspolagati neće biti predati kupcu dok ne isplati cenu.</p>

<p>(3) The buyer is not bound to pay the price until he has had an opportunity to examine the goods, unless the procedures for delivery or payment agreed upon by the parties are inconsistent with his having such an opportunity.</p> <p style="text-align: center;"><b>Article 59</b></p> <p>The buyer must pay the price on the date fixed by or determinable from the contract and this Convention without the need for any request or compliance with any formality on the part of the seller.</p> <p><b>Section II. Taking delivery</b></p> <p style="text-align: center;"><b>Article 60</b></p> <p>The buyer's obligation to take delivery consists:</p> <p>(a) in doing all the acts which could reasonably be expected of him in order to enable the seller to make delivery; and</p> <p>(b) in taking over the goods.</p> <p><b>Section III. Remedies for breach of contract by the buyer</b></p> <p style="text-align: center;"><b>Article 61</b></p> <p>(1) If the buyer fails to perform any of his obligations under the contract or this Convention, the seller may:</p> <p>(a) exercise the rights provided in articles 62 to 65;</p> <p>(b) claim damages as provided in articles 74 to 77.</p> <p>(2) The seller is not deprived of any right he may have to claim damages by</p>	<p>(3) Kupac nije dužan isplatiti cenu pre nego što je imao mogućnosti da robu pregleda, izuzev ako načini isporuke ili plaćanja sa kojima su se strane saglasile isključuju takvu mogućnost.</p> <p style="text-align: center;"><b>Član 59</b></p> <p>Kupac je dužan da isplati cenu onog dana koji je određen ugovorom ili koji se može utvrditi na osnovu ugovora ili ove konvencije, bez potrebe da prodavac postavi neki zahtev ili učini neke druge formalnosti.</p> <p style="text-align: center;"><b>Odsek II PREUZIMANJE ISPORUKE</b></p> <p style="text-align: center;"><b>Član 60</b></p> <p>Kupčeva obaveza preuzimanja isporuke sastoji se u:</p> <p>(a) obavljanju svih radnji koje se razumno od njega očekuju da bi omogućio prodavcu da izvrši isporuku; i</p> <p>(b) preuzimanju robe.</p> <p style="text-align: center;"><b>Odsek III SREDSTVA KOJIMA RASPOLAŽE PRODAVAC U SLUČAJU POVREDE UGOVORA OD STRANE KUPCA</b></p> <p style="text-align: center;"><b>Član 61</b></p> <p>(1) Ako kupac ne izvrši bilo koju od svojih obaveza koju ima na osnovu ugovora ili ove konvencije, prodavac može:</p> <p>(a) koristiti prava predviđena u čl. 62. do 65;</p> <p>(b) zahtevati naknadu štete predviđenu u čl. 74. do 77.</p> <p>(2) Prodavac ne gubi pravo da zahteva naknadu štete time što koristi svoja</p>
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<p>exercising his right to other remedies.</p> <p>(3) No period of grace may be granted to the buyer by a court or arbitral tribunal when the seller resorts to a remedy for breach of contract.</p> <p style="text-align: center;"><b>Article 62</b></p> <p>The seller may require the buyer to pay the price, take delivery or perform his other obligations, unless the seller has resorted to a remedy which is inconsistent with this requirement.</p> <p style="text-align: center;"><b>Article 63</b></p> <p>(1) The seller may fix an additional period of time of reasonable length for performance by the buyer of his obligations.</p> <p>(2) Unless the seller has received notice from the buyer that he will not perform within the period so fixed, the seller may not, during that period, resort to any remedy for breach of contract. However, the seller is not deprived thereby of any right he may have to claim damages for delay in performance.</p> <p style="text-align: center;"><b>Article 64</b></p> <p>(1) The seller may declare the contract avoided:</p> <p>(a) if the failure by the buyer to perform any of his obligations under the contract or this Convention amounts to a fundamental breach of contract; or</p> <p>(b) if the buyer does not, within the additional period of time fixed by the seller in accordance with paragraph (1) of article 63, perform his obligation to pay the price or take delivery of the goods, or if he declares that he will not</p>	<p>prava u pogledu drugih sredstava.</p> <p>(3) Kad se prodavac koristi sredstvom koje je predviđeno za povredu ugovora, sud ili arbitraža ne može odobriti kupcu produženje roka.</p> <p style="text-align: center;"><b>Član 62</b></p> <p>Prodavac može zahtevati od kupca da plati cenu, preuzme isporuku ili da izvrši druge svoje obaveze, ako se prodavac ne opredeli za sredstvo koje je suprotno takvim zahtevima.</p> <p style="text-align: center;"><b>Član 63</b></p> <p>(1) Prodavac može odrediti kupcu dodatni rok razumne dužine za izvršenje njegovih obaveza.</p> <p>(2) Ako prodavac ne primi obaveštenje od kupca da neće izvršiti svoje obaveze u roku koji je tako određen, prodavac ne može do isteka tog roka da se koristi bilo kojim sredstvom predviđenim za slučaj povrede ugovora. Prodavac, međutim, ne gubi zbog toga pravo da usled docnje kupca zahteva naknadu štete.</p> <p style="text-align: center;"><b>Član 64</b></p> <p>(1) Prodavac može izjaviti da raskida ugovor:</p> <p>(a) ako neizvršenje bilo koje obaveze koju kupac ima na osnovu ugovora ili ove konvencije predstavlja bitnu povredu ugovora; ili</p> <p>(b) ako kupac nije ni u dodatnom roku koji je odredio prodavac u skladu sa stavom 1. člana 63. izvršio svoju obavezu da plati cenu ili preuzme isporuku robe, ili je izjavio da to neće učiniti u tako određenom roku.</p> <p>(2) Međutim, u slučaju kad je kupac</p>
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<p>do so within the period so fixed.</p> <p>(2) However, in cases where the buyer has paid the price, the seller loses the right to declare the contract avoided unless he does so:</p> <p>(a) in respect of late performance by the buyer, before the seller has become aware that performance has been rendered; or</p> <p>(b) in respect of any breach other than late performance by the buyer, within a reasonable time:</p> <p>(i) after the seller knew or ought to have known of the breach; or</p> <p>(ii) after the expiration of any additional period of time fixed by the seller in accordance with paragraph (1) of article 63, or after the buyer has declared that he will not perform his obligations within such an additional period.</p>	<p>platio cenu, prodavac gubi pravo da raskine ugovor ukoliko to nije učinio:</p> <p>(a) u pogledu zadocnelog izvršenja od strane kupca pre nego što je saznao za izvršenje; ili</p> <p>(b) u pogledu bilo koje druge povrede, osim zadocnelog izvršenja, u razumnom roku:</p> <p>(i) pošto je prodavac saznao ili morao saznati za povredu; ili</p> <p>(ii) po isteku dodatnog roka koji je odredio prodavac u skladu sa stavom (1) člana 63. ili pošto je kupac izjavio da neće izvršiti svoje obaveze u ovom dodatnom roku.</p>
<p style="text-align: center;"><b>Article 65</b></p> <p>(1) If under the contract the buyer is to specify the form, measurement or other features of the goods and he fails to make such specification either on the date agreed upon or within a reasonable time after receipt of a request from the seller, the seller may, without prejudice to any other rights he may have, make the specification himself in accordance with the requirements of the buyer that may be known to him.</p> <p>(2) If the seller makes the specification himself, he must inform the buyer of the details thereof and must fix a reasonable time within which the buyer may make a different specification. If, after receipt of such a communication, the buyer fails to do so within the time so fixed, the</p>	<p style="text-align: center;"><b>Član 65</b></p> <p>(1) Ako je prema ugovoru kupac dužan da odredi oblik, mere ili druga obeležja robe, a kupac ne učini ovu specifikaciju do ugovorenog datuma ili do isteka razumnog roka pošto je od prodavca primio zahtev da to učini, prodavac može, ne dirajući time u svoja druga prava koje može imati, učiniti sam tu specifikaciju u skladu sa kupčevim potrebama koje su mu mogle biti poznate.</p> <p>(2) Ako prodavac sam učini specifikaciju, on je dužan obavestiti kupca o njenim pojedinostima i odrediti mu jedan razuman rok u kome kupac može učiniti neku drugu specifikaciju. Ako kupac, pošto je primio takvo obaveštenje prodavca to ne učini u tako određenom roku, specifikacija koju je učinio prodavac je obavezna.</p>

specification made by the seller is binding.

#### **Chapter IV**

#### **PASSING OF RISK**

#### **Article 66**

Loss of or damage to the goods after the risk has passed to the buyer does not discharge him from his obligation to pay the price, unless the loss or damage is due to an act or omission of the seller.

#### **Article 67**

(1) If the contract of sale involves carriage of the goods and the seller is not bound to hand them over at a particular place, the risk passes to the buyer when the goods are handed over to the first carrier for transmission to the buyer in accordance with the contract of sale. If the seller is bound to hand the goods over to a carrier at a particular place, the risk does not pass to the buyer until the goods are handed over to the carrier at that place. The fact that the seller is authorized to retain documents controlling the disposition of the goods does not affect the passage of the risk.

(2) Nevertheless, the risk does not pass to the buyer until the goods are clearly identified to the contract, whether by markings on the goods, by shipping documents, by notice given to the buyer or otherwise.

#### **Article 68**

The risk in respect of goods sold in transit passes to the buyer from the time of the conclusion of the contract. However, if the circumstances so indicate, the risk is assumed by the buyer from the time the

#### **Glava IV**

#### **PRELAZ RIZIKA**

#### **Član 66**

Pošto je rizik prešao na kupca, ovaj je dužan platiti cenu bez obzira na gubitak ili oštećenje robe, izuzev kad su gubitak ili oštećenje posledica radnje ili propusta od strane prodavca.

#### **Član 67**

(1) Ako je prema ugovoru o prodaji potrebno izvršiti prevoz robe, a prodavac nije obavezan da je preda u određenom mestu, rizik prelazi na kupca kad je roba predana prvom prevoziocu da je prenese kupcu u skladu sa ugovorom o prodaji. Ako je prodavac obavezan da robu preda prevoziocu u određenom mestu, rizik prelazi na kupca tek kad je roba predana prevoziocu u tom mestu. Činjenica da je prodavac ovlašćen da zadrži dokumente na osnovu kojih se može raspolagati robom ne utiče na prelaz rizika.

(2) Međutim, rizik ne prelazi na kupca sve dok roba nije jasno identifikovana kao roba namenjena za izvršenje ugovora obeležavanjem na njoj, dokumentima o prevozu, obaveštenjem koje je poslato kupcu ili na drugi način.

#### **Član 68**

Rizik za robu koja je prodana u toku prevoza prelazi na kupca u trenutku zaključenja ugovora. Međutim, ako okolnosti na to ukazuju, rizik prelazi na kupca u trenutku kad je roba predana prevoziocu koji je izdao dokumente kojim

goods were handed over to the carrier who issued the documents embodying the contract of carriage. Nevertheless, if at the time of the conclusion of the contract of sale the seller knew or ought to have known that the goods had been lost or damaged and did not disclose this to the buyer, the loss or damage is at the risk of the seller.

#### **Article 69**

(1) In cases not within articles 67 and 68, the risk passes to the buyer when he takes over the goods or, if he does not do so in due time, from the time when the goods are placed at his disposal and he commits a breach of contract by failing to take delivery.

(2) However, if the buyer is bound to take over the goods at a place other than a place of business of the seller, the risk passes when delivery is due and the buyer is aware of the fact that the goods are placed at his disposal at that place.

(3) If the contract relates to goods not then identified, the goods are considered not to be placed at the disposal of the buyer until they are clearly identified to the contract.

#### **Article 70**

If the seller has committed a fundamental breach of contract, articles 67, 68 and 69 do not impair the remedies available to the buyer on account of the breach.

#### **Chapter V**

#### **PROVISIONS COMMON TO THE OBLIGATIONS OF THE SELLER AND OF THE BUYER**

se potvrđuje ugovor o prevozu. Ako je, pak, u trenutku zaključenja ugovora o prodaji prodavac znao ili morao znati da je roba izgubljena ili oštećena i tu činjenicu nije saopštio kupcu, rizik za takav gubitak ili oštećenje snosi prodavac.

#### **Član 69**

(1) U slučajevima koji nisu predviđeni u čl. 67. i 68. rizik prelazi na kupca od časa kad on preuzme robu ili, ako to ne učini blagovremeno, u času kad mu je roba stavljena na raspolaganje a on čini povredu ugovora time što je ne preuzme.

(2) Međutim, ako je kupac obavezan da robu preuzme u mestu koje nije sedište prodavca, rizik prelazi kad je isporuka trebalo da se izvrši, a kupcu je bilo poznato da mu je roba stavljena na raspolaganje u tom mestu.

(3) Ako se ugovor odnosi na robu koja još nije identifikovana, smatra se da je roba stavljena kupcu na raspolaganje tek kad je jasno identifikovana kao roba namenjena za izvršenje ugovora.

#### **Član 70**

Ako je prodavac počinio bitnu povredu ugovora, odredbe čl. 67, 68. i 69. ne sprečavaju kupca da se koristi sredstvima koja mu stoje na raspolaganju u slučaju takve povrede.

#### **Glava V**

#### **ZAJEDNIČKE ODREDBE ZA PRODAVČEVE I KUPČEVE OBAVEZE**

<p><b>Section I. Anticipatory breach and instalment contracts</b></p> <p style="text-align: center;"><b>Article 71</b></p> <p>(1) A party may suspend the performance of his obligations if, after the conclusion of the contract, it becomes apparent that the other party will not perform a substantial part of his obligations as a result of:</p> <p>(a) a serious deficiency in his ability to perform or in his creditworthiness; or</p> <p>(b) his conduct in preparing to perform or in performing the contract.</p> <p>(2) If the seller has already dispatched the goods before the grounds described in the preceding paragraph become evident, he may prevent the handing over of the goods to the buyer even though the buyer holds a document which entitles him to obtain them. The present paragraph relates only to the rights in the goods as between the buyer and the seller.</p> <p>(3) A party suspending performance, whether before or after dispatch of the goods, must immediately give notice of the suspension to the other party and must continue with performance if the other party provides adequate assurance of his performance.</p>	<p style="text-align: center;"><b>Odsek I</b> <b>POVREDE UGOVORA PRE DOSPEĆA I</b> <b>UGOVORI SA UZASTOPNIM</b> <b>ISPORUKAMA</b></p> <p style="text-align: center;"><b>Član 71</b></p> <p>(1) Jedna ugovorna strana može odložiti izvršenje svojih obaveza ako, posle zaključenja ugovora, postane jasno da druga strana neće izvršiti bitan deo svojih obaveza usled:</p> <p>(a) ozbiljnog nedostatka sposobnosti za izvršenje ili kreditne sposobnosti; ili</p> <p>(b) njenog ponašanja u pogledu priprema za izvršenje ili izvršenja ugovora.</p> <p>(2) Ako je prodavac već otpremio robu pre nego što su se pojavili razlozi predviđeni u prethodnom stavu, on može sprečiti prodaju robe kupcu čak i kad ovaj već ima u rukama neki dokument kojim se roba može dobiti. Ovaj stav se odnosi samo na uzajamna prava kupca i prodavca u pogledu robe.</p> <p>(3) Strana koja odlaže izvršenje, bilo pre ili posle otpreme robe, dužna je o tome odmah poslati obaveštenje drugoj strani i nastaviti sa izvršavanjem ako joj druga strana pruži dovoljno obezbeđenje da će uredno izvršiti svoje obaveze.</p>
<p style="text-align: center;"><b>Article 72</b></p> <p>(1) If prior to the date for performance of the contract it is clear that one of the parties will commit a fundamental breach of contract, the other party may declare the contract avoided.</p> <p>(2) If time allows, the party intending to</p>	<p style="text-align: center;"><b>Član 72</b></p> <p>(1) Ako je pre roka za izvršenje ugovora jasno da će jedna strana učiniti bitnu povredu ugovora, druga strana može izjaviti da raskida ugovor.</p> <p>(2) Ako raspoloživo vreme dopušta, strana koja ima nameru da raskine ugovor mora poslati razumno obaveštenje drugoj strani kako bi joj</p>

<p>declare the contract avoided must give reasonable notice to the other party in order to permit him to provide adequate assurance of his performance.</p> <p>(3) The requirements of the preceding paragraph do not apply if the other party has declared that he will not perform his obligations.</p> <p style="text-align: center;"><b>Article 73</b></p> <p>(1) In the case of a contract for delivery of goods by instalments, if the failure of one party to perform any of his obligations in respect of any instalment constitutes a fundamental breach of contract with respect to that instalment, the other party may declare the contract avoided with respect to that instalment.</p> <p>(2) If one party's failure to perform any of his obligations in respect of any instalment gives the other party good grounds to conclude that a fundamental breach of contract will occur with respect to future instalments, he may declare the contract avoided for the future, provided that he does so within a reasonable time.</p> <p>(3) A buyer who declares the contract avoided in respect of any delivery may, at the same time, declare it avoided in respect of deliveries already made or of future deliveries if, by reason of their interdependence, those deliveries could not be used for the purpose contemplated by the parties at the time of the conclusion of the contract.</p> <p><b>Section II. Damages</b></p> <p style="text-align: center;"><b>Article 74</b></p> <p>Damages for breach of contract by one party consist of a sum equal to the loss, including loss of profit, suffered by the</p>	<p>omogućila da pruži dovoljno obezbeđenje da će uredno izvršiti svoje obaveze.</p> <p>(3) Odredbe prethodnog stava neće se primeniti ako je druga strana izjavila da neće izvršiti svoje obaveze.</p> <p style="text-align: center;"><b>Član 73</b></p> <p>(1) Ako, u slučaju ugovora sa uzastopnim isporukama, neizvršenje bilo koje obaveze jedne strane koja se odnosi na jednu isporuku, predstavlja bitnu povredu ugovora u vezi sa tom isporukom, druga strana može izjaviti da ugovor raskida u odnosu na tu isporuku.</p> <p>(2) Ako zbog neizvršenja bilo koje obaveze jedne strane u odnosu na bilo koju uzastopnu isporuku, druga strana osnovano može zaključiti da će doći do bitne povrede ugovora u odnosu na buduće isporuke, ta strana može izjaviti da ugovor raskida za ubuduće, pod uslovom da to učini u razumnom roku.</p> <p>(3) Kupac koji raskida ugovor zbog bilo koje isporuke može istovremeno izjaviti da raskida ugovor za već primljene isporuke ili za buduće isporuke, ukoliko se zbog njihove međuzavisnosti ove isporuke ne bi mogle koristiti za svrhu koju su strane imale u vidu prilikom zaključenja ugovora.</p> <p style="text-align: center;"><b>Odsek II NAKNADA ŠTETE</b></p> <p style="text-align: center;"><b>Član 74</b></p> <p>Naknada štete za povredu ugovora koju je počinila jedna strana ravna je pretrpljenom gubitku i izmakloj dobiti koji su usled povrede nastali za drugu stranu. Ova naknada ne može biti veća od gubitka koji je strana koja je povredila</p>
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<p>other party as a consequence of the breach. Such damages may not exceed the loss which the party in breach foresaw or ought to have foreseen at the time of the conclusion of the contract, in the light of the facts and matters of which he then knew or ought to have known, as a possible consequence of the breach of contract.</p>	<p>ugovor predvidela ili je morala predvideti u trenutku zaključenja ugovora kao moguću posledicu povrede ugovora, s obzirom na činjenice koje su joj tada bile poznate ili morale biti poznate.</p>
<p style="text-align: center;"><b>Article 75</b></p> <p>If the contract is avoided and if, in a reasonable manner and within a reasonable time after avoidance, the buyer has bought goods in replacement or the seller has resold the goods, the party claiming damages may recover the difference between the contract price and the price in the substitute transaction as well as any further damages recoverable under article 74.</p>	<p style="text-align: center;"><b>Član 75</b></p> <p>Ako je ugovor raskinut i ako je na razuman način i u razumnom roku posle raskida kupac izvršio kupovinu radi pokrića ili prodavac prodaju radi pokrića, strana koja zahteva naknadu štete može dobiti razliku između ugovorene cene i cene kupovine radi pokrića, odnosno prodaje radi pokrića kao i svaku drugu naknadu štete koja se može dobiti na osnovu člana 74.</p>
<p style="text-align: center;"><b>Article 76</b></p> <p>(1) If the contract is avoided and there is a current price for the goods, the party claiming damages may, if he has not made a purchase or resale under article 75, recover the difference between the price fixed by the contract and the current price at the time of avoidance as well as any further damages recoverable under article 74. If, however, the party claiming damages has avoided the contract after taking over the goods, the current price at the time of such taking over shall be applied instead of the current price at the time of avoidance.</p> <p>(2) For the purposes of the preceding paragraph, the current price is the price prevailing at the place where delivery of the goods should have been made or, if there is no current price at that place, the price at such other place as serves as a reasonable substitute, making due</p>	<p style="text-align: center;"><b>Član 76</b></p> <p>(1) Ako je ugovor raskinut, a postoji tekuća cena za robu, strana koja zahteva naknadu štete može, ako nije izvršila kupovinu ili prodaju radi pokrića na osnovu člana 75, dobiti razliku između cene predviđene ugovorom i tekuće cene u trenutku raskida, kao i svaku drugu naknadu štete koja joj pripada na osnovu člana 74. Međutim, ako je strana koja zahteva naknadu štete raskinula ugovor posle preuzimanja robe, primeniće se tekuća cena u trenutku preuzimanja robe a ne tekuća cena u trenutku raskida.</p> <p>(2) U smislu prethodnog stava uzima se u obzir tekuća cena u mestu gde je isporuka trebalo da bude izvršena ili, ako u tom mestu nema tekuće cene, cena u drugom mestu koje može razumno poslužiti u tu svrhu vodeći računa o razlici u troškovima prevoza robe.</p>

allowance for differences in the cost of transporting the goods.

#### **Article 77**

A party who relies on a breach of contract must take such measures as are reasonable in the circumstances to mitigate the loss, including loss of profit, resulting from the breach. If he fails to take such measures, the party in breach may claim a reduction in the damages in the amount by which the loss should have been mitigated.

#### **Section III. Interest**

#### **Article 78**

If a party fails to pay the price or any other sum that is in arrears, the other party is entitled to interest on it, without prejudice to any claim for damages recoverable under article 74.

#### **Section IV. Exemptions**

#### **Article 79**

(1) A party is not liable for a failure to perform any of his obligations if he proves that the failure was due to an impediment beyond his control and that he could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome it or its consequences.

(2) If the party's failure is due to the failure by a third person whom he has engaged to perform the whole or a part of the contract, that party is exempt from liability only if:

(a) he is exempt under the preceding paragraph; and

#### **Član 77**

Strana koja se poziva na povredu ugovora dužna je preduzeti sve mere koje su prema okolnostima razumne da bi se smanjio gubitak, uključujući i izmaklu dobit, prouzrokovan takvom povredom. Ako tako ne postupi, druga strana može zahtevati smanjenje naknade u visini iznosa gubitka koji je mogao da se izbegne.

#### **Odsek III KAMATA**

#### **Član 78**

Ako jedna strana ne plati cenu ili neki drugi iznos sa kojim je u zaostatku, druga strana ima pravo na kamatu na takav iznos, a da time ne gubi pravo da traži naknadu štete koja joj pripada na osnovu člana 74.

#### **Odsek IV OSLOBOĐENJE OD ODGOVORNOSTI**

#### **Član 79**

(1) Ako jedna strana ne izvrši neku od svojih obaveza, ona neće biti odgovorna za neizvršenje ako dokaže da je do neizvršenja došlo zbog smetnje koja je bila van njene kontrole i da od nje nije bilo razumno očekivati da u vreme zaključenja ugovora smetnju uzme u obzir, da izbegne ili savlada takvu smetnju i njene posledice.

(2) Ako je neizvršenje jedne strane posledica neizvršenja nekog trećeg lica koje je ta strana angažovala da izvrši ugovor u celini ili delimično, ta strana se oslobađa odgovornosti samo:

(a) ako je ona oslobođena odgovornosti

<p>(b) the person whom he has so engaged would be so exempt if the provisions of that paragraph were applied to him.</p> <p>(3) The exemption provided by this article has effect for the period during which the impediment exists.</p> <p>(4) The party who fails to perform must give notice to the other party of the impediment and its effect on his ability to perform. If the notice is not received by the other party within a reasonable time after the party who fails to perform knew or ought to have known of the impediment, he is liable for damages resulting from such non-receipt.</p> <p>(5) Nothing in this article prevents either party from exercising any right other than to claim damages under this Convention.</p>	<p>na osnovu prethodnog stava; i</p> <p>(b) ako bi lice koje je ona angažovala bilo tako oslobođeno kad bi se odredbe tog stava primenile na njega.</p> <p>(3) Oslobođenje predviđeno ovim članom dejstvuje za vreme dok smetnja traje.</p> <p>(4) Strana koja nije izvršila svoje obaveze dužna je da obavesti drugu stranu o smetnji i uticaju smetnje na njenu mogućnost da izvrši obavezu. Ako obavještenje ne stigne drugoj strani u razumnom roku pošto je strana koja nije izvršila saznala ili morala saznati za smetnju, ta strana odgovara za štetu do koje je došlo zbog neprijema obavještenja.</p> <p>(5) Ništa u ovom članu neće sprečiti bilo koju stranu da se koristi bilo kojim drugim pravom, izuzev da zahteva naknadu štete prema ovoj konvenciji.</p>
<p style="text-align: center;"><b>Article 80</b></p> <p>A party may not rely on a failure of the other party to perform, to the extent that such failure was caused by the first party's act or omission.</p>	<p style="text-align: center;"><b>Član 80</b></p> <p>Jedna strana ne može se pozivati na neizvršenje druge strane ako je to neizvršenje prouzrokovano njenom radnjom ili propustom.</p>
<p><b>Section V. Effects of avoidance</b></p> <p style="text-align: center;"><b>Article 81</b></p> <p>(1) Avoidance of the contract releases both parties from their obligations under it, subject to any damages which may be due. Avoidance does not affect any provision of the contract for the settlement of disputes or any other provision of the contract governing the rights and obligations of the parties consequent upon the avoidance of the contract.</p> <p>(2) A party who has performed the contract either wholly or in part may</p>	<p style="text-align: center;"><b>Odsek V DEJSTVO RASKIDA</b></p> <p style="text-align: center;"><b>Član 81</b></p> <p>(1) Raskidom ugovora obe strane se oslobađaju svojih ugovornih obaveza, izuzev eventualne obaveze da se naknadi šteta. Raskid ne utiče na odredbe ugovora o rešavanju sporova ili na bilo koju odredbu ugovora koja uređuje prava i obaveze strana posle raskida ugovora.</p> <p>(2) Strana koja je izvršila ugovor u celini ili delimično može zahtevati od druge strane vraćanje onog što je na osnovu</p>

<p>claim restitution from the other party of whatever the first party has supplied or paid under the contract. If both parties are bound to make restitution, they must do so concurrently.</p>	<p>ugovora isporučila ili platila. Ako su obe strane dužne da izvrše vraćanje, uzajamna vraćanja vrše se istovremeno.</p>
<p style="text-align: center;"><b>Article 82</b></p>	<p style="text-align: center;"><b>Član 82</b></p>
<p>(1) The buyer loses the right to declare the contract avoided or to require the seller to deliver substitute goods if it is impossible for him to make restitution of the goods substantially in the condition in which he received them.</p>	<p>(1) Kupac gubi pravo da izjavi da raskida ugovor ili da zahteva od prodavca da izvrši zamenu robe ako mu je nemoguće da vrati robu u suštinski istom stanju u kome je primio.</p>
<p>(2) The preceding paragraph does not apply:</p>	<p>(2) Prethodni stav se neće primeniti:</p>
<p>(a) if the impossibility of making restitution of the goods or of making restitution of the goods substantially in the condition in which the buyer received them is not due to his act or omission;</p>	<p>(a) ako nemogućnost vraćanja robe ili njenog vraćanja u suštinski istom stanju u kome je primljena nije posledica radnje ili propusta od strane kupca;</p>
<p>(b) if the goods or part of the goods have perished or deteriorated as a result of the examination provided for in article 38; or</p>	<p>(b) ako je roba u celini ili delimično propala ili se pogoršala usled pregleda propisanog u članu 38; ili</p>
<p>(c) if the goods or part of the goods have been sold in the normal course of business or have been consumed or transformed by the buyer in the course of normal use before he discovered or ought to have discovered the lack of conformity.</p>	<p>(c) ako je roba, u celini ili delimično, prodana u redovnom toku poslovanja ili je kupac potrošio ili preradio u toku njene normalne upotrebe pre nego što je otkrio ili morao otkriti nedostatak saobraznosti.</p>
<p style="text-align: center;"><b>Article 83</b></p>	<p style="text-align: center;"><b>Član 83</b></p>
<p>A buyer who has lost the right to declare the contract avoided or to require the seller to deliver substitute goods in accordance with article 82 retains all other remedies under the contract and this Convention.</p>	<p>Kupac koji je izgubio pravo da izjavi da raskida ugovor ili da zahteva od prodavca zamenu robe na osnovu člana 82, zadržava sva ostala pravna sredstva na osnovu ugovora i ove konvencije.</p>

<p style="text-align: center;"><b>Article 84</b></p> <p>(1) If the seller is bound to refund the price, he must also pay interest on it, from the date on which the price was paid.</p> <p>(2) The buyer must account to the seller for all benefits which he has derived from the goods or part of them:</p> <p>(a) if he must make restitution of the goods or part of them; or</p> <p>(b) if it is impossible for him to make restitution of all or part of the goods or to make restitution of all or part of the goods substantially in the condition in which he received them, but he has nevertheless declared the contract avoided or required the seller to deliver substitute goods.</p> <p><b>Section VI. Preservation of the goods</b></p>	<p style="text-align: center;"><b>Član 84</b></p> <p>(1) Ako je prodavac dužan vratiti cenu, on takođe mora platiti kamatu na nju počev od dana kada mu je cena isplaćena.</p> <p>(2) Kupac je dužan naknaditi prodavcu sve koristi koje je od robe ili jednog njenog dela imao:</p> <p>(a) ako je dužan vratiti robu ili jedan njen deo; ili</p> <p>(b) ako mu je nemoguće da vrati robu ili jedan njen deo ili da robu ili jedan njen deo vrati u suštinski istom stanju u kome je primio, ali je i pored toga izjavio da ugovor raskida ili je zahtevao od prodavca zamenu robe.</p> <p style="text-align: center;"><b>Odsek VI ČUVANJE ROBE</b></p>
<p style="text-align: center;"><b>Article 85</b></p> <p>If the buyer is in delay in taking delivery of the goods or, where payment of the price and delivery of the goods are to be made concurrently, if he fails to pay the price, and the seller is either in possession of the goods or otherwise able to control their disposition, the seller must take such steps as are reasonable in the circumstances to preserve them. He is entitled to retain them until he has been reimbursed his reasonable expenses by the buyer.</p>	<p style="text-align: center;"><b>Član 85</b></p> <p>Ako je kupac u docnji sa preuzimanjem isporuke ili kad, u slučaju da se plaćanje cene i isporuka moraju izvršiti istovremeno, nije isplatio cenu, a prodavac robu drži ili je na drugi način kontroliše, prodavac je dužan preduzeti mere koje su prema okolnostima razumne za očuvanje robe. On ima pravo da robu zadrži dok mu kupac ne naknadi njegove razumne troškove.</p>
<p style="text-align: center;"><b>Article 86</b></p> <p>(1) If the buyer has received the goods and intends to exercise any right under the contract or this Convention to reject them, he must take such steps to preserve them as are reasonable in the</p>	<p style="text-align: center;"><b>Član 86</b></p> <p>(1) Ako je kupac robu primio i nameravao da se posluži svojim pravom na osnovu ugovora ili ove konvencije da robu odbije, on je dužan da preduzme sve mere za očuvanje robe koje su prema okolnostima razumne. On, takođe, ima</p>

<p>circumstances. He is entitled to retain them until he has been reimbursed his reasonable expenses by the seller.</p> <p>(2) If goods dispatched to the buyer have been placed at his disposal at their destination and he exercises the right to reject them, he must take possession of them on behalf of the seller, provided that this can be done without payment of the price and without unreasonable inconvenience or unreasonable expense. This provision does not apply if the seller or a person authorized to take charge of the goods on his behalf is present at the destination. If the buyer takes possession of the goods under this paragraph, his rights and obligations are governed by the preceding paragraph.</p>	<p>pravo da zadrži robu sve dok mu kupac ne naknadi njegove razumne troškove.</p> <p>(2) Ako je roba otpremljena kupcu stavljena ovome na raspolaganje u mestu opredeljenja i on se koristi svojim pravom da je odbije, dužan je da je preuzme u državinu za račun prodavca pod uslovom da se to može učiniti bez isplate cene i bez nerazumnih nepogodnosti ili nerazumnih troškova. Ova odredba se ne primenjuje ako se prodavac ili lice koje je ovlašćeno da preuzme brigu o robi za njegov račun nalazi u mestu opredeljenja. Prava i obaveze kupca koji preuzme robu u državinu saglasno ovom stavu, regulišu se odredbama prethodnog stava.</p>
<p style="text-align: center;"><b>Article 87</b></p> <p>A party who is bound to take steps to preserve the goods may deposit them in a warehouse of a third person at the expense of the other party provided that the expense incurred is not unreasonable.</p>	<p style="text-align: center;"><b>Član 87</b></p> <p>Strana koja je dužna preduzeti mere za očuvanje robe može je predati na čuvanje u skladište nekog trećeg lica o trošku druge strane, pod uslovom da troškovi tog čuvanja ne budu nerazumni.</p>
<p style="text-align: center;"><b>Article 88</b></p> <p>(1) A party who is bound to preserve the goods in accordance with article 85 or 86 may sell them by any appropriate means if there has been an unreasonable delay by the other party in taking possession of the goods or in taking them back or in paying the price or the cost of preservation, provided that reasonable notice of the intention to sell has been given to the other party.</p> <p>(2) If the goods are subject to rapid deterioration or their preservation would involve unreasonable expense, a party who is bound to preserve the goods in accordance with article 85 or 86 must</p>	<p style="text-align: center;"><b>Član 88</b></p> <p>(1) Strana koja je dužna da robu očuva u skladu s članom 85. ili 86. može je prodati na bilo koji pogodan način ako druga strana nerazumno odugovlači da preuzme robu u državinu ili da je uzme natrag ili da plati troškove očuvanja, pod uslovom da dostavi razumno obaveštenje drugoj strani o nameri da će robu prodati.</p> <p>(2) Ako je roba podložna brzom kvarenju ili bi njeno čuvanje iziskivalo nerazumne troškove, strana koja je dužna da čuva robu shodno članu 85. ili 86. mora preduzeti razumne mere da je proda. Ako je to moguće, dužna je drugu stranu</p>

<p>take reasonable measures to sell them. To the extent possible he must give notice to the other party of his intention to sell.</p> <p>(3) A party selling the goods has the right to retain out of the proceeds of sale an amount equal to the reasonable expenses of preserving the goods and of selling them. He must account to the other party for the balance.</p> <p style="text-align: center;"><b>PART IV</b></p> <p style="text-align: center;"><b>FINAL PROVISIONS</b></p> <p style="text-align: center;"><b>Article 89</b></p> <p>The Secretary-General of the United Nations is hereby designated as the depositary for this Convention.</p> <p style="text-align: center;"><b>Article 90</b></p> <p>This Convention does not prevail over any international agreement which has already been or may be entered into and which contains provisions concerning the matters governed by this Convention, provided that the parties have their places of business in States parties to such agreement.</p> <p style="text-align: center;"><b>Article 91</b></p> <p>(1) This Convention is open for signature at the concluding meeting of the United Nations Conference on Contracts for the International Sale of Goods and will remain open for signature by all States at the Headquarters of the United Nations, New York until 30 September 1981.</p> <p>(2) This Convention is subject to ratification, acceptance or approval by the signatory States.</p> <p>(3) This Convention is open for accession</p>	<p>obavestiti o svojoj nameri da robu proda.</p> <p>(3) Strana koja proda robu ima pravo zadržati od svote dobijene prodajom iznos razumnih troškova čuvanja i prodaje robe. Ona je dužna višak prodati drugoj strani.</p> <p style="text-align: center;"><b>Deo IV</b></p> <p style="text-align: center;"><b>ZAVRŠNE ODREDBE</b></p> <p style="text-align: center;"><b>Član 89</b></p> <p>Generalni sekretar Ujedinjenih nacija se određuje za depozitora ove konvencije.</p> <p style="text-align: center;"><b>Član 90</b></p> <p>Ova konvencija nema prednost pred bilo kojim međunarodnim sporazumom koji je ranije zaključen ili koji bi se eventualno zaključio a sadrži odredbe koje se odnose na pitanja koja se regulišu ovom konvencijom, pod uslovom da strane imaju svoja sedišta u državama koje su strane ugovornice takvog sporazuma.</p> <p style="text-align: center;"><b>Član 91</b></p> <p>(1) Ova konvencija biće otvorena za potpisivanje na završnoj sednici konferencije Ujedinjenih nacija o ugovorima o međunarodnoj prodaji robe i ostaće otvorena za potpisivanje svim državama u sedištu Ujedinjenih nacija u Njujorku do 30. septembra 1981. godine.</p> <p>(2) Ova konvencija podleže ratifikaciji, prihvatanju ili odobrenju od strane država potpisnica.</p>
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<p>by all States which are not signatory States as from the date it is open for signature.</p> <p>(4) Instruments of ratification, acceptance, approval and accession are to be deposited with the Secretary-General of the United Nations.</p>	<p>(3) Ova konvencija je otvorena za pristupanje svim državama koje nisu države potpisnice od dana njenog otvaranja za potpisivanje.</p> <p>(4) Instrumenti ratifikacije, prihvatanja, odobravanja ili pristupanja deponovace se kod generalnog sekretara Ujedinjenih nacija.</p>
<p style="text-align: center;"><b>Article 92</b></p> <p>(1) A Contracting State may declare at the time of signature, ratification, acceptance, approval or accession that it will not be bound by Part II of this Convention or that it will not be bound by Part III of this Convention.</p> <p>(2) A Contracting State which makes a declaration in accordance with the preceding paragraph in respect of Part II or Part III of this Convention is not to be considered a Contracting State within paragraph (1) of article 1 of this Convention in respect of matters governed by the Part to which the declaration applies.</p>	<p style="text-align: center;"><b>Član 92</b></p> <p>(1) Država ugovornica može u trenutku potpisivanja, ratifikacije, prihvatanja, odobravanja ili pristupanja izjaviti da se ne smatra obaveznom u pogledu Dela II ove konvencije ili da se ne smatra obaveznom u pogledu Dela III Konvencije.</p> <p>(2) Država ugovornica koja učini izjavu u skladu s prethodnim stavom u odnosu na Deo II ili Deo III ove konvencije neće se smatrati državom ugovornicom u smislu stava 1. člana 1. ove konvencije u odnosu na materije koje se regulišu u delu na koji se takva izjava odnosi.</p>
<p style="text-align: center;"><b>Article 93</b></p> <p>(1) If a Contracting State has two or more territorial units in which, according to its constitution, different systems of law are applicable in relation to the matters dealt with in this Convention, it may, at the time of signature, ratification, acceptance, approval or accession, declare that this Convention is to extend to all its territorial units or only to one or more of them, and may amend its declaration by submitting another declaration at any time.</p> <p>(2) These declarations are to be notified to the depositary and are to state expressly the territorial units to which</p>	<p style="text-align: center;"><b>Član 93</b></p> <p>(1) Ako država ugovornica ima jednu ili više teritorijalnih jedinica u kojima se, shodno njenom ustavu, primenjuju različiti pravni sistemi u pogledu pitanja koja se regulišu ovom konvencijom, ona može u vreme potpisivanja, ratifikacije, prihvatanja, odobravanja ili pristupanja izjaviti da će se ova konvencija primeniti na sve teritorijalne jedinice ili samo na jednu ili više njih, s tim što takvu svoju izjavu može izmeniti naknadnom izjavom u bilo koje vreme.</p> <p>(2) O ovim izjavama mora se obavestiti depozitar i u njima se moraju izričito navesti teritorijalne jedinice na koje se</p>

<p>the Convention extends.</p> <p>(3) If, by virtue of a declaration under this article, this Convention extends to one or more but not all of the territorial units of a Contracting State, and if the place of business of a party is located in that State, this place of business, for the purposes of this Convention, is considered not to be in a Contracting State, unless it is in a territorial unit to which the Convention extends.</p> <p>(4) If a Contracting State makes no declaration under paragraph (1) of this article, the Convention is to extend to all territorial units of that State.</p>	<p>proteže ova konvencija.</p> <p>(3) Ako se, na osnovu izjave date shodno ovom članu ova konvencija proteže na jednu ili više ali ne na sve teritorijalne jedinice države ugovornice, i ako se sedište jedne strane ugovornice nalazi u toj državi, smatraće se u smislu ove konvencije, da to sedište nije u državi ugovornici ukoliko se ne nalazi na teritorijalnoj jedinici na koju se ova konvencija proteže.</p> <p>(4) Ako država ugovornica ne učini izjavu shodno stavu 1. ovog člana, Konvencija se primenjuje na celokupnoj teritoriji te države.</p>
<p style="text-align: center;"><b>Article 94</b></p>	<p style="text-align: center;"><b>Član 94</b></p>
<p>(1) Two or more Contracting States which have the same or closely related legal rules on matters governed by this Convention may at any time declare that the Convention is not to apply to contracts of sale or to their formation where the parties have their places of business in those States. Such declarations may be made jointly or by reciprocal unilateral declarations.</p> <p>(2) A Contracting State which has the same or closely related legal rules on matters governed by this Convention as one or more non-Contracting States may at any time declare that the Convention is not to apply to contracts of sale or to their formation where the parties have their places of business in those States.</p> <p>(3) If a State which is the object of a declaration under the preceding paragraph subsequently becomes a Contracting State, the declaration made will, as from the date on which the Convention enters into force in respect of the new Contracting State, have the</p>	<p>(1) Dve ili više država ugovornica koje imaju ista ili slična pravna pravila za pitanja na koja se ova konvencija odnosi mogu u bilo koje vreme izjaviti da se Konvencija neće primeniti na ugovore o prodaji ili na njihovo zaključenje kada strane imaju svoja sedišta u tim državama. Ove izjave mogu da se učine zajednički ili na osnovu recipročnih jednostranih izjava.</p> <p>(2) Država ugovornica koja ima ista ili slična pravna pravila o pitanjima na koja se ova konvencija odnosi kao jedna ili više država koje nisu strane ugovornice može u bilo koje vreme izjaviti da se Konvencija neće primenjivati na ugovore o prodaji ili njihovo zaključenje kad strane imaju svoja sedišta u tim državama.</p> <p>(3) Ako jedna država u pogledu u kome je data izjava u smislu prethodnog stava naknadno postane država ugovornica, učinjena izjava će, od datuma kad Konvencija stupi na snagu u odnosu na novu državu ugovornicu, imati dejstvo</p>

<p>effect of a declaration made under paragraph (1), provided that the new Contracting State joins in such declaration or makes a reciprocal unilateral declaration.</p>	<p>izjave učinjene na osnovu stava 1, pod uslovom da se nova država ugovornica pridruži takvoj izjavi ili učini recipročnu jednostranu izjavu.</p>
<p style="text-align: center;"><b>Article 95</b></p> <p>Any State may declare at the time of the deposit of its instrument of ratification, acceptance, approval or accession that it will not be bound by subparagraph (1)(b) of article 1 of this Convention.</p>	<p style="text-align: center;"><b>Član 95</b></p> <p>Prilikom deponovanja svojih instrumenata ratifikacije, prihvatanja, odobravanja ili pristupanja svaka država može izjaviti da se ne smatra obaveznom odredbama tačke (b) stava 1. člana 1. ove konvencije.</p>
<p style="text-align: center;"><b>Article 96</b></p> <p>A Contracting State whose legislation requires contracts of sale to be concluded in or evidenced by writing may at any time make a declaration in accordance with article 12 that any provision of article 11, article 29, or Part II of this Convention, that allows a contract of sale or its modification or termination by agreement or any offer, acceptance, or other indication of intention to be made in any form other than in writing, does not apply where any party has his place of business in that State.</p>	<p style="text-align: center;"><b>Član 96</b></p> <p>Država ugovornica čije zakonodavstvo zahteva da se ugovori o prodaji zaključuju ili potvrđuju u pismenoj formi može u bilo koje vreme dati izjavu u skladu sa članom 12. da se odredbe člana 11, člana 29. ili Dela I ove konvencije kojim se dozvoljava da se ugovor o prodaji zaključi, izmeni ili sporazumno raskine ili ponuda, prihvatanje ili bilo koja druga izjava volje učini na neki drugi način a ne u pismenoj formi, neće primeniti kad bilo koja strana ima svoje sedište u toj državi.</p>
<p style="text-align: center;"><b>Article 97</b></p> <p>(1) Declarations made under this Convention at the time of signature are subject to confirmation upon ratification, acceptance or approval.</p> <p>(2) Declarations and confirmations of declarations are to be in writing and be formally notified to the depositary.</p> <p>(3) A declaration takes effect simultaneously with the entry into force of this Convention in respect of the State concerned. However, a declaration of which the depositary receives formal</p>	<p style="text-align: center;"><b>Član 97</b></p> <p>(1) Izjave učinjene na osnovu ove konvencije u vreme potpisivanja moraju se potvrditi posle ratifikacije, prihvatanja ili odobravanja.</p> <p>(2) Izjave i potvrde izjava moraju biti u pismenoj formi i zvanično dostavljene depozitaru.</p> <p>(3) Izjave stupaju na snagu istovremeno kad i konvencija u odnosu na državu u pitanju. Međutim, izjave koje depozitar zvanično primi posle takvog stupanja na snagu proizvode dejstvo prvog dana idućeg meseca po isteku šestomesečnog</p>

<p>notification after such entry into force takes effect on the first day of the month following the expiration of six months after the date of its receipt by the depositary. Reciprocal unilateral declarations under article 94 take effect on the first day of the month following the expiration of six months after the receipt of the latest declaration by the depositary.</p> <p>(4) Any State which makes a declaration under this Convention may withdraw it at any time by a formal notification in writing addressed to the depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of the receipt of the notification by the depositary.</p> <p>(5) A withdrawal of a declaration made under article 94 renders inoperative, as from the date on which the withdrawal takes effect, any reciprocal declaration made by another State under that article.</p> <p style="text-align: center;"><b>Article 98</b></p> <p>No reservations are permitted except those expressly authorized in this Convention.</p> <p style="text-align: center;"><b>Article 99</b></p> <p>(1) This Convention enters into force, subject to the provisions of paragraph (6) of this article, on the first day of the month following the expiration of twelve months after the date of deposit of the tenth instrument of ratification, acceptance, approval or accession, including an instrument which contains a declaration made under article 92.</p> <p>(2) When a State ratifies, accepts,</p>	<p>roka, računajući od dana kada je depozitar primio takvu izjavu. Recipročne jednostrane izjave date na osnovu člana 94. proizvode dejstvo prvog dana idućeg meseca po isteku šestomesečnog roka, računajući od dana kada je depozitar primio poslednju izjavu.</p> <p>(4) Svaka država koja učini izjavu na osnovu ove konvencije može je povući u bilo koje vreme zvaničnim pismenim obaveštenjem upućenim depozitaru. Ovo povlačenje proizvodi dejstvo prvog dana idućeg meseca po isteku šestomesečnog roka od dana kad je depozitar primio takvo obaveštenje.</p> <p>(5) Povlačenje izjave koja je data na osnovu člana 94. lišava dejstva, od dana stupanja na snagu takvog povlačenja svaku recipročnu izjavu koju učini neka druga država na osnovu tog člana.</p> <p style="text-align: center;"><b>Član 98</b></p> <p>Nisu dopuštene bilo kakve rezerve osim onih koje su izričito dozvoljene ovom konvencijom.</p> <p style="text-align: center;"><b>Član 99</b></p> <p>(1) Ova konvencija stupa na snagu, izuzev u slučajevima predviđenim u odredbama stava 6. ovog člana, prvog dana idućeg meseca po isteku dvanaestomesečnog roka od dana deponovanja desetog instrumenta ratifikacije, prihvatanja, odobravanja ili pristupanja, uključujući instrument koji sadrži izjavu datu na osnovu člana 92.</p> <p>(2) Kad država ratifikuje, prihvati, odobri ili pristupi ovoj konvenciji posle deponovanja desetog instrumenta ratifikacije, prihvatanja, odobravanja ili pristupanja, ova konvencija, sa izuzetkom</p>
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<p>approves or accedes to this Convention after the deposit of the tenth instrument of ratification, acceptance, approval or accession, this Convention, with the exception of the Part excluded, enters into force in respect of that State, subject to the provisions of paragraph (6) of this article, on the first day of the month following the expiration of twelve months after the date of the deposit of its instrument of ratification, acceptance, approval or accession.</p> <p>(3) A State which ratifies, accepts, approves or accedes to this Convention and is a party to either or both the Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods done at The Hague on 1 July 1964 (1964 Hague Formation Convention) and the Convention relating to a Uniform Law on the International Sale of Goods done at The Hague on 1 July 1964 (1964 Hague Sales Convention) shall at the same time denounce, as the case may be, either or both the 1964 Hague Sales Convention and the 1964 Hague Formation Convention by notifying the Government of the Netherlands to that effect.</p> <p>(4) A State party to the 1964 Hague Sales Convention which ratifies, accepts, approves or accedes to the present Convention and declares or has declared under article 52 that it will not be bound by Part II of this Convention shall at the time of ratification, acceptance, approval or accession denounce the 1964 Hague Sales Convention by notifying the Government of the Netherlands to that effect.</p> <p>(5) A State party to the 1964 Hague Formation Convention which ratifies, accepts, approves or accedes to the present Convention and declares or has</p>	<p>delu koji je isključen, stupa na snagu u odnosu na tu državu, izuzev u slučajevima predviđenim u stavu 6. ovog člana, prvog dana idućeg meseca po isteku dvanaestomesečnog roka od dana deponovanja njenih instrumenata ratifikacije, prihvatanja, odobravanja ili pristupanja.</p> <p>(3) Država koja ratifikuje, prihvati, odobri ili pristupi ovoj konvenciji, a članica je Konvencije koja se odnosi na Jednoobrazni zakon o zaključenju ugovora o međunarodnoj prodaji telesnih pokretnih stvari donete u Hagu 1. jula 1964. (Haška konvencija o zaključenju ugovora od 1964) ili Konvencije koja se odnosi na Jednoobrazni zakon o prodaji telesnih pokretnih stvari donete u Hagu 1. jula 1964. (Haška konvencija o prodaji od 1964.) ili obe ove konvencije, istovremeno će otkazati, zavisno od slučaja, jednu ili obe konvencije - Hašku konvenciju o prodaji od 1964. i Hašku konvenciju o zaključenju ugovora od 1964 - obaveštenjem koje će u tom smislu uputiti holandskoj vladi.</p> <p>(4) Država članica Haške konvencije o prodaji od 1964. koja ratifikuje, prihvati, odobri ili pristupi sadašnjoj Konvenciji i izjavi ili je već izjavila na osnovu člana 92. da se neće obavezati Delom II ove konvencije će, u času ratifikacije, prihvatanja, odobravanja ili pristupanja otkazati Hašku konvenciju o prodaji od 1964. obaveštenjem koje će u tom smislu poslati holandskoj vladi.</p> <p>(5) Država članica Haške konvencije o zaključenju ugovora od 1964. koja ratifikuje, prihvati, odobri ili pristupi sadašnjoj konvenciji i izjavi ili je već izjavila, na osnovu člana 92, da se neće obavezati Delom III ove konvencije će, u času ratifikacije, prihvatanja,</p>
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<p>declared under article 92 that it will not be bound by Part III of this Convention shall at the time of ratification, acceptance, approval or accession denounce the 1964 Hague Formation Convention by notifying the Government of the Netherlands to that effect.</p> <p>(6) For the purpose of this article, ratifications, acceptances, approvals and accessions in respect of this Convention by States parties to the 1964 Hague Formation Convention or to the 1964 Hague Sales Convention shall not be effective until such denunciations as may be required on the part of those States in respect of the latter two Conventions have themselves become effective. The depositary of this Convention shall consult with the Government of the Netherlands, as the depositary of the 1964 Conventions, so as to ensure necessary co-ordination in this respect.</p>	<p>odobravanja ili pristupanja, otkazati Hašku konvenciju o zaključenju ugovora od 1964. obaveštenjem koje će u tom smislu poslati holandskoj vladi.</p> <p>(6) U smislu ovog člana, ratifikacije, prihvatanja, odobravanja i pristupanja ovoj konvenciji od strane Država članica Haške konvencije o zaključenju ugovora od 1964. ili Haške konvencije o prodaji od 1964. stupaju na snagu tek pošto otkazi koji se zahtevaju od strane takvih država u odnosu na pomenute dve konvencije stupe na snagu. Depozitar ove konvencije konsultovaće se sa holandskom vladom, kao depozitarom Konvencije od 1964, kako bi se obezbedila potrebna koordinacija u tom smislu.</p>
<p style="text-align: center;"><b>Article 100</b></p> <p>(1) This Convention applies to the formation of a contract only when the proposal for concluding the contract is made on or after the date when the Convention enters into force in respect of the Contracting States referred to in subparagraph (1)(a) or the Contracting State referred to in subparagraph (1)(b) of article 1.</p> <p>(2) This Convention applies only to contracts concluded on or after the date when the Convention enters into force in respect of the Contracting States referred to in subparagraph (1)(a) or the Contracting State referred to in subparagraph (1)(b) of article 1.</p> <p style="text-align: center;"><b>Article 101</b></p> <p>(1) A Contracting State may denounce</p>	<p style="text-align: center;"><b>Član 100</b></p> <p>(1) Ova konvencija se primenjuje na zaključenje ugovora samo kad je predlog za zaključenje ugovora učinjen na dan ili posle dana stupanja na snagu ove konvencije u odnosu na države ugovornice o kojima je reč u tački (1) stava 1. člana 1. ili državu ugovornicu o kojoj je reč u tački (b) stava 1. člana 1.</p> <p>(2) Ova konvencija primenjuje se samo na ugovore zaključene na dan ili posle dana stupanja na snagu Konvencije u odnosu na države ugovornice o kojima je reč u tački (a) stava 1. člana 1. ili države ugovornice o kojoj je reč u tački (b) stava 1. člana 1.</p> <p style="text-align: center;"><b>Član 101</b></p> <p>(1) Država ugovornica može otkazati ovu konvenciju, ili Deo II ili Deo III ove konvencije, zvaničnim pismenim obaveštenjem upućenim depozitaru.</p> <p>(2) Otkaz proizvodi dejstvo prvog dana</p>

<p>this Convention, or Part II or Part III of the Convention, by a formal notification in writing addressed to the depositary.</p> <p>(2) The denunciation takes effect on the first day of the month following the expiration of twelve months after the notification is received by the depositary. Where a longer period for the denunciation to take effect is specified in the notification, the denunciation takes effect upon the expiration of such longer period after the notification is received by the depositary.</p> <p>DONE at Vienna, this day of eleventh day of April, one thousand nine hundred and eighty, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic.</p> <p>IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed this Convention.</p>	<p>idućeg meseca po isteku dvanaestomesećnog roka od dana kada je depozitar primio obaveštenje. Kad je u obaveštenju naveden duži rok u kome otkaz proizvodi dejstvo, otkaz proizvodi dejstvo po isteku takvog dužeg roka posle prijema obaveštenja od strane depozitara.</p> <p>Sačinjeno u Beču, jedanaestog aprila hiljadu devet stotina osamdesete, u jednom originalnom primerku čiji su arapski, engleski, francuski, kineski, ruski i španski tekstovi podjednako verodostojni.</p> <p>U potvrdu čega su dole potpisani, propisno opunomoćeni od strane svojih vlada, potpisali ovu konvenciju.</p> <p style="text-align: center;"><b>ČLAN 3</b></p> <p>Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u "Službenom listu SFRJ - Međunarodni ugovori".</p>
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