

SPLOŠNI POGOJI POSLOVANJA / GENERAL TERMS AND CONDITIONS

UVODNE DOLOČBE / INTRODUCTORY PROVISIONS

Splošni pogoji poslovanja veljajo na vseh področjih dela družbe LOTRIČ Meroslovje d.o.o. (v nadaljevanju družba LOTRIČ), kjer je udeležena druga stranka (v nadaljevanju naročnik).

Splošni pogoji poslovanja so sestavni del ponudb in pogodb oziroma dogovorov, ki so sklenjeni med naročnikom in družbo LOTRIČ ter se nanašajo na vsako naročilo (ponudba, predračun, naročilo, pogodba...). Z vstopom v pravno poslovno razmerje z družbo LOTRIČ – za vstop v pravno poslovno razmerje se štejejo sprejem ponudbe, izdaja in/ali potrditev naročila, sprejem in/ali potrditev predračuna, sklenitev pogodbe ali dogovora (vse naštetu v nadaljevanju pogodba) – se šteje, da naročnik s temi Splošnimi pogoji poslovanja izrecno soglaša in se z njimi v celoti strinja. Prav tako naročnik izrecno priznava, da se za vsa pravna razmerja med njim in družbo LOTRIČ uporablja izključno pogodba in predmetni splošni pogoji ali drugi splošni pogoji poslovanja (morebitni dodatki k splošnim pogojem poslovanja družbe LOTRIČ, oziroma spremembe ali dopolnitve splošnih pogojev).

Splošni pogoji poslovanja veljajo v vsakem pravno poslovnem razmerju med naročnikom in družbo LOTRIČ, razen takrat, ko je neuporaba le-teh izrecno pisno dogovorjena v pogodbi.

Splošni pogoji poslovanja so objavljeni na spletni strani družbe LOTRIČ www.lotric.si in so na voljo na sedežu družbe: Selca 163, SI-4227 Selca, Slovenija.

Naročnik je na splošne pogoje opozorjen z besedilom same pogodbe. S tem se šteje, da so naročniku splošni pogoji poslovanja znani, s sklenitvijo pogodbe naročnik izjavlja, da je splošne pogoje poslovanja prebral in se z njimi v celoti seznanil. Nepoznavanje le-teh ne more biti razlog neobstoja pravno poslovnega razmerja, predmeta reklamacije in/ali garancijskega popravila.

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

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

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

The General Terms and Conditions are published on the company LOTRIČ website www.lotric.si/en, and are available at the company's headquarters: Selca 163, SI-4227 Selca, Slovenia.

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

I. PODROČJE VELJAVNOSTI / AREA of VALIDITY

Splošni pogoji poslovanja določajo pravice in obveznosti obeh pogodbenih strank, tako naročnika kot družbe LOTRIČ ter določajo

The General Terms and Conditions determine the rights and obligations of both parties, both the client and the company LOTRIČ, and determine the

način, vsebino in pogoje poslovanja in so sestavni del vsake pogodbe.

Splošni pogoji poslovanja se lahko v času veljavnosti spremenijo in pričnejo veljati z dnevom objave na spletni strani družbe LOTRIČ. Veljavnost spremenjenih splošnih pogojev poslovanja je z dnevom izdaje oziroma z dnem objave na spletni strani družbe LOTRIČ. Splošni pogoji poslovanja so del dokumentacije Poslovnika kakovosti družbe.

manner, content and conditions of business and are an integral part of each contract or agreement.

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

II. CENE IN STROŠKI / PRICES and COSTS

Za opravljeno storitev in/ali dobavljeni izdelek se stroške, ki jih ima družba LOTRIČ v zvezi s storitvijo/izdelkom, zaračuna naročniku.

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

Cena za opravljeno storitev/izdelek se določi na podlagi:

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

- cene storitve/izdelka po veljavnem ceniku družbe LOTRIČ (v nadaljevanju cenik) oziroma dogovorjene cene za storitev/izdelek,
- porabe časa za izvedbo storitev/izdelka z upoštevanjem cene urne postavke po ceniku, oziroma dogovorjene cene za uro.

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

Cena storitve/izdelka po ceniku ne vključuje DDV ter potnih, transportnih in ostalih stroškov, ki so neposredno in/ali posredno povezani s storitvijo/izdelkom.

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

III. NEPREDVIDENA DODATNA DELA in PONOVIČNE UNFORESEEN ADDITIONAL WORKS and REWORK

V primeru nepredvidenih dodatnih del ali ponovitve storitve/izdelka ali delov storitve/izdelka, ki so posledica lastnosti predmeta storitve/izdelka, se cena določi na podlagi pisnega oziroma ustnega sporazuma sklenjenega z naročnikom (nepredvidena dodatna dela).

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

IV. VELJAVNOST PONUDBE ali PREDRAČUNA VALIDITY of the OFFER or PROFORMA INVOICE

Družba LOTRIČ se zavezuje k veljavnosti ponudbe ali predračuna za čas, ki je naveden v ponudbi ali na predračunu. Če rok ni naveden, velja, da je rok veljavnosti ponudbe ali predračuna 15 dni.

LOTRIČ undertakes to validate the offer or proforma invoice for the time specified in the offer or proforma invoice. If no deadline is specified, the validity period of the offer or proforma invoice is 15 days.

V. PRIČETEK IZVEDBE STORITEV / START of SERVICES

Naročilo je sprejeto takrat, ko naročnik pisno ali ustno poda strinjanje z izvedbo storitve/izdelka, ali če iz drugih okoliščin zagotovo izhaja strinjanje naročnika z izvedbo storitve/izdelkom. Družba LOTRIČ v najkrajšem možnem času naročnika obvesti o zmožnosti izvedbe storitve/izdelka.

Za specifične storitve (na primer certificiranje), kjer se s strani zakonodaje ali standardizacije zahteva pisna vloga ali podpisana pogodba ali druge vrste pisni dokument, je naročilo sprejeto takrat, ko se potrdi vloga in/ali podpiše pogodba ali drug predpisan pisni dokument.

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

For specific services (such as certification) where legislation or standardization requires a written application or a signed contract or other type of written document, the contract is accepted when the application is confirmed and/or a contract or other prescribed written document is signed.

VI. PREKINITEV ali ZAVRNITEV IZVEDBE STORITEV TERMINATION or REFUSAL of SERVICE PERFORMANCE

V primeru prekinitve ali zavrnitve izvedbe s strani naročnika, je le-ta dolžan plačati stroške za delo, ki je bilo opravljeno do trenutka preklica ter morebitne druge stroške, ki izvirajo posredno in/ali neposredno iz preklica naročila.

V primeru prekinitve ali nezmožnosti izvedbe naročene storitve/izdelka družba LOTRIČ o tem obvesti naročnika in navede tudi razloge in okoliščine, zaradi katerih je bila sprejeta taka odločitev.

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

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

VII. IZVEDLJIVOST NAROČILA / IMPLEMENTABILITY of THE CONTRACT

Če zaradi lastnosti vzorca v popolnosti ni mogoče izpolniti naročila, je naročnik dolžan plačati stroške za dela, ki so bila že opravljena. Enako velja za izdelke.

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

VIII. ODSTOP OD POGODBE / CONTRACT WITHDRAWAL

Naročnik ima pravico odstopiti od pogodbe kadarkoli, vendar pri tem nosi vse stroške, ki so dotlej nastali v procesu dela, ter škodo, ki bo nastala zaradi izpada planiranega dela v času do konca veljavnosti pogodbe.

Družba LOTRIČ ima pravico od pogodbe odstopiti, kadar naročnik ne izpolnjuje obveznosti iz pogodbe, vendar naročnika pred tem opomni na nepravilnosti in mu da primeren čas, da te nepravilnosti odpravi. Po izvedbi vseh potrebnih sprememb se dela po pogodbi ponovno vzpostavijo.

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

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

IX. UPORABA in IZDAJA LISTIN in ZNAKOV / *USE and ISSUE of REPORTS and SIGNS*

Certifikat o kalibraciji/preskusu/pregledu/...,
Certifikat/Potrdilo o skladnosti/..., Poročilo o
kontroli/overitvi/kvalifikaciji/validaciji/...,
Izjava o skladnosti, Garancijski list ... (v
nadaljevanju Listine) se sme uporabljati zgolj
za namene, za katere so bili izdane in se
smejo uporabljati, kopirati in razmnoževati
samo v celoti. Sklicevanje na listino je
dovoljeno, samo če je listina priložena
dokumentu, kjer se sklic nahaja in/ali je listina
javno dostopna in/ali je listina stalno na voljo
naslovniku dokumenta.

Uporaba znaka blagovne znamke družbe
LOTRIČ in ostalih znamk ali znakov skupine
LOTRIČ ni dovoljena v nobenem primeru, brez
predhodnega dovoljenja LOTRIČ.

Registracija in/ali vpis podatkov v dokumente
družbe LOTRIČ (spletne in druge aplikacije,
vloge, obrazci ...) je nujno in je namenjeno
izključno za pravilno izvajanje storitev/izdelkov.
Družba LOTRIČ ne bo nikoli posredovala,
prodala, dala v najem ali kako drugače trgoval s
podatki naročnikov, razen s pisnim pooblastilom
lastnika podatkov.

Pri izvajanju kontrole v namen zakonskih
overitev, se Poročilo o overitvi/kontrolo pošlje le
na izrecno željo odjemalca proti plačilu ali v
primeru, ko to nalaga zakonodaja.

V primeru, da je za izvedbo naročila potrebno
izvesti storitev/izdelke z več področij, lahko
družba LOTRIČ izda listine in račune ločeno.

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

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

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

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

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

X. NEODVISNOST, POŠTENOST, NEDISKRIMINATORNOST, NEPRISTRANSKOST *INDEPENDENCE, FAIRNESS, NON-DISCRIMINATION, IMPARTIALITY,*

Družba LOTRIČ je organizirana tako, da je
stalno zmožna vzdrževati in vedno ocenjevati
svojo poslovno poštenost, nepristranskost in
neodvisnost, ter je osredotočena na zahteve
zakonodaje in standardizacije ter zahteve
naročnika. Družba LOTRIČ je neodvisna
oziroma finančno samostojna pri poslovanju z
naročniki oziroma vsemi deležniki, kar dokazuje
z elementi poslovanja: sistemom vodenja
oziroma poslovnikom kakovosti, cenikom,
opravilno sposobnostjo, letnimi plani in svojo
filozofijo z vsemi elementi oziroma dokumenti.

Dolgoročno sodelovanje z vsemi deležniki
temelji na elementih filozofije in strategije
družbe LOTRIČ, kot so: vrednote, vizija,

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

*Long-term cooperation with all stakeholders is
based on elements of the philosophy and
strategy of company LOTRIČ, such as: values,*

poslanstvo in določila etičnega kodeksa. Nepristranskost, neodvisnost in poštenost so zaveza najvišjega vodstva in s tem celotnega osebja družbe LOTRIČ.

Z nepristranskim delovanjem in strokovnostjo celotnega osebja družba LOTRIČ ustvarja zaupanje naročnikov, s katerimi razvija partnerske odnose. Družba LOTRIČ stalno ocenjuje tveganja za nepristranskost, preverja in analizira prepoznana tveganja pri delu in po potrebi predlaga ukrepe za preprečevanje nastanka nepristranskosti osebja pri njegovem vsakodnevem delu. Vsi naročniki so obravnavani enako (nediskriminatorno) in imajo enake pravice in možnosti do storitev/izdelkov družbe LOTRIČ.

vision, mission and provisions of the code of ethics. Impartiality, independence and fairness are the commitment of the top management and thus of the entire staff of company LOTRIČ.

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

XI. ZAUPNOST / CONFIDENTIALITY

Družba LOTRIČ se obvezuje, da bo spoštovalo načela zaupnosti vseh pridobljenih podatkov, varovala lastniške pravice in tajnost vseh informacij naročnikov in njihovih naročnikov. V kolikor posredovanje zaupnih podatkov o instrumentu/ vzorcu/napravi/... zahteva zakon, je družba LOTRIČ upravičena posredovati podatke uradnim nadzornim organizacijam v okviru pooblastil, ki jih tem daje zakonodaja.

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

XII. ODPRTOST / OPENNESS

Družba LOTRIČ zagotavlja odprtost in pravočasen dostop do ustreznih informacij o svojih storitvah/izdelkih, ki so na zahtevo dostopne naročnikom. V kolikor zakonodaja in/ali standardizacija zahtevata odprtost in dostop do informacij o storitvah/izdelkih tudi za ostalo zainteresirano javnost, bo družba LOTRIČ to zagotovila v skladu z omejitvami, ki so predpisane oziroma zahtevane.

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

XIII. ODGOVORNOST / RESPONSIBILITY

Družba LOTRIČ odgovarja naročnikom za škodo, če ta nastane kot posledica napake družbe LOTRIČ (razen majhne malomarnosti, opredeljene v Obligacijskem zakoniku) in ima zavarovane škodne primere in odgovornost.

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

Družba LOTRIČ ne prevzema odgovornosti za delo, ki ni opravljeno ali ni bilo opravljeno pod nadzorom družbe LOTRIČ, ne odgovarja za nastalo škodo v primeru, kadar se rešitve, podatki, listine ali izjave uporabljajo v druge

Company LOTRIČ does not assume responsibility for work not performed or not performed under the supervision of company LOTRIČ, is not liable for damages if the solutions, data, report or declaration are used

namene, kot za katere so bili izdani. Družba LOTRIČ ne prevzema odgovornosti za dele, ki so dobavljeni s strani drugega proizvajalca oziroma za skrite napake na delih izdelka, ki so bili kupljeni na trgu. Za morebitno škodo, ki bi nastala zaradi napak teh delov ne prevzame nikakršnih stroškov. Naročnik mora o napaki pri izpolnitvi naročila obvestiti družbo LOTRIČ najkasneje v roku 15 dni od dneva sprejema izpolnitve.

Družba LOTRIČ ne odgovarja za škodo, ki nastane zaradi nepredvidljivih okoliščin, višje sile ter zaradi tveganj, ki jih je povzročil in/ali pred izvedbo prevzel naročnik.

V primeru nezadovoljstva naročnika z odločitvijo in/ali izdano listino in/ali opravljeno storitvijo/dobavljenim izdelkom družbe LOTRIČ, je možna pritožba/reklamacija, ki jo naročnik posreduje v pisni obliki v roku 15 dni od opravljene storitve/dobavljenega izdelka. Ustne pritožbe/reklamacije se sprejemajo samo na sedežu družbe LOTRIČ, o čemer se sestavi pisni zapisnik. Pritožbe/reklamacije se obravnava in rešuje v najkrajšem možnem času v skladu s postopki obvladovanja neskladnosti pri delu ter se o tem pripravi pisni odgovor z obrazložitvijo za pritožnika. V primeru, da se napaka ugotovi kasneje (skrita napaka), in je ta napaka bistvena ter je jasno, da ni posledica ravnanja naročnika, mora naročnik podati pritožbo v roku 8 dni od odkritja, pri gospodarskih dogovorih pa nemudoma ob odkritju. Družba LOTRIČ do naročnikov ni zavezana za upoštevanje in reševanje pritožb/reklamacij po preteku navedenih rokov.

Naročnik lahko izdane listine uporabi samo v obsegu veljavnosti, ki ga določi družba LOTRIČ, in na način, da ne bo škodoval ugledu družbe LOTRIČ oziroma ogrozil zaupanja javnosti. Naročnik se zavezuje, da ne bo zlorabil izdanih listin in da bo preprečil podajanje zavajajočih ali napačnih informacij o listinah.

Če se v dokumentaciji ali kakršnih koli drugih obvestilih za javnost ugotovi napačno sklicevanje na, s strani družbe LOTRIČ, izdane listine, zavajajoča uporaba licenc, certifikatov ali kakršnih koli drugih mehanizmov za označevanje, da je storitev/izdelek certificiran oziroma potrjen, družba LOTRIČ dejanje naročnika resno obravnava in sprejme ustrezne ukrepe, kot so poziv k preklicu izjave/objave,

for purposes other than those for which they were issued. Company LOTRIČ does not assume responsibility for parts supplied by another manufacturer or for hidden defects in parts of the product purchased on the market. It does not bear any costs for any damage caused by defects in these parts. The client must notify company LOTRIČ of the error in the fulfilment of the order no later than 15 days from the day of acceptance of the fulfilment.

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

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

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

If the documentation or any other press releases reveal an incorrect reference to a report issued by LOTRIČ, misleading use of licenses, certificates or any other mechanisms to indicate that the service/product is certified or verified, company LOTRIČ consider the client's act seriously and will take appropriate measures, such as a call for revocation of a statement/publication and/or an apology and/or

in/ali opravičilo in/ali celo korektivne ukrepe v smislu preklica certifikata in/ali začasnega odvzema pravic sklicevanja ali uporabe.

even corrective action in terms of revocation of the certificate and/or suspension of reference or use rights.

XIV. VIŠJA SILA / FORCE MAJEURE

LOTRIČ ne odgovarja za škodo, ki nastane zaradi okoliščin, ki jih ni bilo mogoče predvideti, preprečiti, odpraviti ali se jim izogniti.

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

XV. ROK IZPOLNITVE / DEADLINE for COMPETING

Rok izpolnitve je odvisen od zahtevnosti in obsega naročila, ter od razpoložljivosti virov družbe LOTRIČ. Rok izpolnitve je predmet dogovora pri sklenitvi pogodbe. Čas izpolnitve se šteje od trenutka, ko so izpolnjeni vsi pogoji za začetek izvedbe naročila, postavljeni s strani družbe LOTRIČ.

The deadline depends on the complexity and scope of the order and the availability of LOTRIČ's resources. The deadline is subject to agreement at the time of conclusion of the contract. The time of completing is counted from the moment when all the conditions for the start of the execution of the order, set by the company LOTRIČ, have been fulfilled.

XVI. POGOJI PLAČILA / TERMS of PAYMENT

Naročnik poravnava račun po opravljeni storitvi/dobavljenem izdelku v roku 15 dni, oziroma kot je določeno v ponudbi ali pogodbi. Kot dan plačila se šteje dan, ko denar prispe na transakcijski račun družbe LOTRIČ.

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

Če se naročnik z višino obveznosti ne strinja, mora v danem roku plačati nesporen del, o razlogih neplačila spornega dela pa pisno obvestiti družbo LOTRIČ. Zavrnitev računa s strani naročnika ne vpliva na njegovo obveznost do plačila računa. V primeru zamude plačila si družba LOTRIČ pridržuje pravico zaračunati zakonite zamudne obresti. Če naročnik ne plača obresti, družba LOTRIČ iz plačanega zneska najprej pokrije obresti, nato pa del zneska računa.

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

XVII. ODPSTANJE OD POGODBE / CONTRACT WITHDRAWAL

Če mora družba LOTRIČ v skladu z dogovorom prva izpolniti svojo obveznost, gmotne razmere naročnika pa postanejo takšne, da je negotovo ali bo naročnik lahko izpolnil svojo obveznost, lahko družba LOTRIČ zahteva vnaprejšnjo izpolnitev obveznosti naročnika. Če naročnik te obveznosti ne izpolni v roku 8 dni po izdani zahtevi, lahko družba LOTRIČ odstopi od pogodbe.

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

XVIII. SPORI / DISPUTES

Spori strokovno-tehnične narave se rešujejo s sodelovanjem za to zadolženega tehničnega osebja naročnika in družbe LOTRIČ. Vsi drugi spori, ki jih ni mogoče rešiti sporazumno, se rešujejo pred pristojnim sodiščem v Kranju.

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

XIX. GARANCIJA / WARRANTY

Izdelki imajo garancijo, ki je določena na garancijskem listu ali računu. Garancija za izdelke je veljavna ob upoštevanju vseh navodil za uporabo in pravilnem rokovanju z izdelkom.

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

Za storitve, kjer garancija običajno ni določena z garancijskim listom ali računom, velja garancijska doba šestih mesecev. Garancija velja le za opravljene storitve in/ali rezervne dele, ki so bili zaračunani s strani družbe LOTRIČ. V nobenem primeru garancija ne velja za potrošni material in/ali dele, ki so podvrženi obrabi in/ali za katere proizvajalec predpiše periodično vzdrževanje z zamenjavo teh delov.

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

Garancijo lahko naročnik uveljavlja najkasneje v 8 dneh od nastanka napake s pisnim dokumentom, kjer poda razloge za uveljavljanje garancije.

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

XX. PRAVNO OBVESTILO / LEGAL NOTICE

Vsi podatki, slike, grafike, dokumenti in listine, ki jih naročnik prejme posredno ali neposredno od družbe LOTRIČ, so zaščiteni z zakonodajo o avtorskih in sorodnih pravicah in jih ni dovoljeno kopirati ali uporabljati brez predhodnega pisnega soglasja družbe LOTRIČ. Blagovne znamke in logotipi podjetij, ki jih zastopa družba LOTRIČ, so njihova last.

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

XXI. SPECIFIČNI POGOJI POSLOVANJA / SPECIFIC TERMS and CONDITIONS

Pogoji veljavnosti storitve / Terms of service validity

Rezultati meritev navedeni v listinah, pričajo o stanju instrumenta/merila/naprave/... v trenutku opravljanja meritev in ne vsebujejo nikakršne informacije o njegovi dolgotrajni stabilnosti.

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

Če ima instrument/merilo/naprava/... možnost naravnavanja s strani uporabnika, veljajo rezultati zgolj v primeru pravilno izvršenega naravnavanja, za kar mora poskrbeti uporabnik.

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

Cena storitve / Price of the service

Cene kalibracij/preskušanj/kontrol/overitev/kvalifikacij/pregledov/validacij/... ali drugih meritev (v nadaljevanju pregled) ne vključujejo morebitnih potrebnih naravnavanj, popravil, predpriprave, priprave, vzorčenja..., razen če je to opredeljeno na ponudbi ali v pogodbi.

V primeru, da se med potekom storitve izkaže, da je potrebno instrument/merilo/napravo/... naravnati ali popraviti, se naročniku zaračuna tudi ponovni pregled instrumenta/merila/naprave/... V takem primeru se družba LOTRIČ o dodatnih stroških predhodno posvetujemo z naročnikom.

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

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

Specifična naročila / Specific orders

Naročnik lahko naroči specifične storitve, ki so lahko akreditirane ali neakreditirane:

- kalibracija/preskus/kontrola/kvalifikacija/pregled/validacija/ ... (izda se listina); ali v primeru ko se merilo uporablja v zakonske namene in obstaja veljavna odobritev tipa merila in pravilnik o meroslovnih značilnostih:
- zakonska overitev (merilo se označi z overitvenimi oznakami; naročnik lahko dodatno naroči Potrdilo o skladnosti); ali v primeru ko se za izdelek zahteva ugotavljanje skladnosti in je certifikacijski organ družbe LOTRIČ priglasi za ugotavljanje skladnosti te vrste izdelkov:
- ugotavljanje skladnosti - certifikacija izdelka (izda se Certifikat o skladnosti ...); ali v primeru, da je družba LOTRIČ usposobljena:
- popravilo, naravnavanje, vzdrževanje (izda se poročilo o servisu/vzdrževanju).

Naročnik mora specificirati veličine in parametre ter njihove vrednosti, pri katerih se izvede pregled. V nasprotnem primeru družba LOTRIČ na osnovi lastnih izkušenj in priporočil proizvajalca pregled izvede tako, da so veličine in parametri ter njihove vrednosti reprezentativne za celovito delovanje instrumenta/merila/naprave/vzorca/... oziroma izvede pregled v skladu s predpisanim postopkom, navedenim v internih navodilih. Če to ni mogoče, se družba LOTRIČ predhodno posvetuje z naročnikom.

V kolikor naročnik ve ali sumi, da gre za kakšno okvaro ali napačno delovanje instrumenta/

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

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

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

If the clients know or suspect that there is a failure or malfunction of the instrument/measure/

merila/naprave/vzorca..., je dolžan ob naročilu na to opozoriti osebo družbe LOTRIČ, saj osebo k storitvi vedno pristopi s predpostavko, da je instrument/merilo/naprava/vzorec/... funkcionalno brezhiben. Družba LOTRIČ naročniku svetuje, da pred pošiljanjem instrumenta/merila/naprave/... opravi vsaj funkcionalno kontrolo.

Če družba LOTRIČ med potekom pregleda odkrije okvaro, o tem takoj obvesti naročnika in zahteva njegova nadaljnja navodila. Za vsa popravila se predhodno ustno ali pisno dogovorimo z naročnikom instrumenta/merila/naprave/..., ki mora podati izjavo o strinjanju z dodatnimi stroški in načinom popravila. Družba LOTRIČ instrument/merilo/napravo/vzorec... popravi sama ali ga posreduje v ustrezno usposobljen servis.

device/sample... he is obliged to warn the staff of company LOTRIČ when ordering, as the staff approaches the service on the assumption that the instrument/measure/device/sample/... is functionally flawless. Company LOTRIČ advises the client to perform at least a functional check before sending the instrument/measure/device/...

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

Slikovno in drugo gradivo / Pictorial and other materials

Družba LOTRIČ si v primerih, ko je to zahteva postopka oziroma zahteva standarda ali zakonodaje, pridržuje pravico izdelati slikovno ali druge vrste gradivo, kot dokaz izvedbe postopka ali kot del postopka samega. Slikovno ali druge vrste gradivo bo uporabljeno izključno za namen izvedbe postopka, ter bo vsebovalo zgolj informacije vezane na vzorce obravnavane v postopku.

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

V kolikor bo zaradi narave vzorca slikovno ali drugo gradivo vsebovalo tudi druge informacije, se bo osebo družbe LOTRIČ posvetovalo z odgovorno osebo naročnika, ter pridobilo dovoljenje za izdelavo slikovnega ali drugega materiala.

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

Certifikacija izdelkov / Product certification

Družba LOTRIČ kot certifikacijski organ vodi in izvaja postopke certificiranja oziroma ugotavljanja skladnosti, na podlagi certifikacijske sheme, ki jo izbere naročnik. Informacije o certifikacijskih shemah so objavljene na spletni strani družbe LOTRIČ.

Company LOTRIČ, as a certification body, manages and implements certification or conformity assessment procedures, based on a certification scheme selected by the client. Information on certification schemes is published on the company LOTRIČ website.

Certifikacijsko razmerje med družbo LOTRIČ in naročnikom je veljavno do preteka veljavnosti z njim povezanega certifikata.

The certification relationship between company LOTRIČ and the client is valid until the expiration of the validity of the related certificate.

Za obnovitev veljavnosti certifikata mora naročnik vsaj 3 mesece pred iztekom njegove veljavnosti družbi LOTRIČ predložiti novo zahtevo. Certifikacijsko razmerje se predčasno

To renew the validity of the certificate, the client must submit a new request to LOTRIČ at least 3 months before its expiry. The certification relationship is terminated prematurely if the

prekine, če družba LOTRIČ prekliče certifikat ali če za prekinitvev zaprosi naročnik. Certifikacijsko razmerje se predčasno prekine tudi, če je bila podelitev certifikata zavrnjena. Naročnik po izteku veljavnosti certifikata ne sme več uporabljati certifikata oziroma oznak povezanih s certifikatom.

Za postopek certificiranja poleg teh Splošnih pogojev poslovanja, velja še dodatek k Splošnim pogojem poslovanja.

company LOTRIČ revokes the certificate or if the client requests the termination. The certification relationship is terminated prematurely even if the certification has been refused. After the expiry of the certificate, the client may no longer use the certificate, or the marks associated with the certificate.

In addition to these General Terms and Conditions, a supplement to the General Terms and Conditions applies to certification process.

Pravila odločanja in skladnost s specifikacijami / *Decision rules and conformity with requirements*

Družba LOTRIČ na listinah za katere je v okviru zakonodaje ali drugega predpisa izrecno zahtevana izjava o skladnosti s specifikacijami, pri tem uporabi pravilo odločanja in izjavo o skladnosti navaja na način kot je to zahtevano, tako da naročnik dobi ustrezno izjavo o skladnosti.

Družba LOTRIČ na listinah za katere v okviru zakonodaje ali drugega predpisa ni izrecno zahtevana izjava o skladnosti s specifikacijami, ali take zahteve ne poda naročnik, le to navaja na način kot je to priporočeno v mednarodnih priporočilih, z jasno podanim pravilom odločanja na sami listini. Specifikacije na listinah družba LOTRIČ navaja zgolj v primeru, ko so mu te na voljo s strani enega od splošno dostopnih dokumentov (kot na primer: zakonski in podzakonski akti, standardi, priporočila izdana s strani prepoznanih organizacij, tovarniške specifikacije). Specifikacije v tem primeru naročniku oziroma uporabniku služijo zgolj kot vodilo in v nobenem primeru niso obvezujoče. V kolikor bi naročnik želel navedbo drugačnih specifikacij ali celo certifikat brez navedbe specifikacij, lahko to sporočiti družbi LOTRIČ, ki mora to željo naročnika upoštevati. V nobenem primeru način in oblika specifikacij ne smejo vplivati na integriteto rezultatov zapisanih na listinah izdanih s strani družbe LOTRIČ.

Company LOTRIČ apply the decision rule to certificates for which a declaration of conformity with specification is explicitly required within the framework of legislation or other regulation, in the manner required so that the client obtains appropriate declaration of conformity.

Company LOTRIČ on certificates for which a declaration of conformity with specification is not explicitly required by legislation or other regulation, or such a request is not made by the client, indicates declaration of conformity in the manner recommended in international recommendations, with the decision rule clearly stated on the certificate itself. Company LOTRIČ only indicates specification on the certificate when these are available to it from one of the generally accessible documents (such as: laws and regulations, standards, recommendations issued by recognized organizations, manufacturer specifications). In this case, the specifications are only a guide for the client or user and are in no way binding. If the client wishes to specify different specification or even certificate without specification, he may communicate this to company LOTRIČ, which must comply with the client's request. In no case may the manner and form of the specifications affect the integrity of the results recorded on the certificate issued by the company LOTRIČ.

Varnost / *Safety*

Naročnik je dolžan instrumente/merila/naprave/vzorci/... posredovati v takem stanju, da niso in ne smejo biti nevarna zdravju ali okolju. Instrumenti/merila/naprave/vzorci/... ne smejo povzročati splošne nevarnosti za ljudi in okolje. V kolikor to ni možno zagotoviti, je naročnik dolžan obvestiti osebje družbe

The client is obliged to provide instruments/ measures/devices/samples/... in such a state that they are not and may not be dangerous to health or the environment. Instruments/ measures/devices/ samples/... must not pose a general danger to humans and the environment. If this cannot be ensured, the client is obliged to inform the staff of

LOTRIČ o potencialnih nevarnostih in poučiti osebe tako, da bo lahko varno izvajalo svoje postopke.

V kolikor je instrument/merilo/naprava/vzorec/... pripravljen za varno delo s strani tretje stranke, se odgovornosti naročnika ne zmanjšajo. V takem primeru je naročnik dolžan pridobiti pisno soglasje o varnosti instrumenta/merila/naprave/vzorca/... Družba LOTRIČ je upravičeno do zavrnitve postopka v katerem koli trenutku, v kolikor naročnik ne zagotovi vseh zahtev za varno delo z instrumentom/merilom/napravo/vzorcem/...

company LOTRIČ about potential hazards and to instruct the staff so that can safely carry out their procedures.

If the instrument/measure/device/sample ... is prepared for safe work by a third party, the responsibilities of the client are not reduced. In such a case, the client is obliged to obtain a written consent on the safety of the instrument/measure/device/sample/... Company LOTRIČ is entitled to refuse the procedure at any time if the client does not provide all the requirements for safe work with the instrument/measure/device/sample/...

Dostava in označitev / *Delivery and marking*

Naročnik lahko dostavi instrumente/merila/naprave/vzorce/... na sedež ali poslovne enote družbe LOTRIČ.

Pri dostavi instrumentov/meril/naprav/vzorcev/... naročnik predloži tudi vso razpoložljivo spremljajočo tehnično dokumentacijo in vso pomožno opremo.

Družba LOTRIČ vsak vzorec označi z 2D črtno kodo (*data matrix code*), ki služi za interno prepoznavanje vzorcev v procesu.

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

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

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

XXII. KONČNE DOLOČBE / *FINAL PROVISIONS*

Za vprašanja, ki jih Splošni pogoji ne urejajo, veljajo določbe veljavnih predpisov in morebitna pogodbeno določila.

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

Marko Lotrič
generalni direktor / CEO

