

SPLOŠNI POGOJI NABAVE | GENERAL TERMS and CONDITIONS of PURCHASE

UVODNE DOLOČBE | INTRODUCTORY PROVISIONS

Splošni pogoji nabave veljajo na vseh področjih nabave skupine LOTRIČ Metrology (v nadaljevanju skupina LOTRIČ), kjer je udeležena druga stranka (v nadaljevanju dobavitelj). Splošni pogoji nabave veljajo za vse pravne osebe znotraj skupine LOTRIČ, ki so opredeljene v glavi tega dokumenta.

Splošni pogoji nabave so sestavni del nabavnega procesa oziroma dogovorov, ki so sklenjeni med dobaviteljem in pravno osebo skupine LOTRIČ ter se nanašajo na vsako nabavo storitev in/ali proizvod in/ali delov proizvoda (in/ali njegovih delov, itd.) in/ali sistema in/ali orodja in/ali programske opreme in/ali surovin in/ali materialov in/ali druge vrste podobnih sredstev in morebiti s tem povezanih storitev (v nadaljevanju storitev in/ali blago). Z vstopom v pravno poslovno razmerje s pravno osebo skupine LOTRIČ – za vstop v pravno poslovno razmerje se štejejo sprejem in/ali potrditev naročilnice (naročila), sprejem in/ali potrditev predračuna, sklenitev pogodbe ali dogovora (vse naštet v nadaljevanju pogodba) v kakršni koli dokumentirani obliki – se šteje, da dobavitelj s temi Splošnimi pogoji nabave izrecno soglaša in se z njimi v celoti strinja. Prav tako dobavitelj izrecno priznava, da se za vsa pravna razmerja med njim in pravno osebo skupine LOTRIČ uporablja izključno pogodba in predmetni splošni pogoji oziroma spremembe ali dopolnitve splošnih pogojev.

Splošni pogoji nabave veljajo v vsakem pravno poslovnem razmerju med dobaviteljem in pravno osebo skupine LOTRIČ, razen takrat, ko je neuporaba le-teh izrecno pisno dogovorjena v pogodbi. Ti splošni pogoji nabave imajo prednost pred splošnimi in posebnimi prodajnimi pogoji dobavitelja oziroma jih v celoti izključujejo, razen takrat, ko je neuporaba le-teh izrecno pisno dogovorjena v pogodbi, četudi se ponudba (ali katerikoli drug dokument) dobavitelja sklicuje nanje. Splošni pogoji poslovanja dobavitelja veljajo zgolj v primeru, ko je pravna oseba skupine LOTRIČ nanje opozorjena in daje izrecno pisno soglasje, vezano na dotične Splošne pogoje dobavitelja.

The General Terms and Conditions of Purchase apply to all areas of procurement of the LOTRIC Metrology group (hereinafter the LOTRIC group), where the other party is involved (hereinafter the supplier). The General Terms and Conditions of Purchase apply to all legal entities within the LOTRIC group as defined in the header of this document.

The General Terms and Conditions of Purchase are an integral part of the purchasing process, or agreements concluded between the supplier and the legal entity of the LOTRIČ group and relate to each purchase of services and /or product and/o parts of a product (and/or parts thereof, etc.) and/or system and/or tool and/or software and/or raw materials and/or materials and/or other similar types of resources and possibly related services (hereinafter the service and/or goods). By entering a legal business relationship with the legal entity of LOTRIČ group – acceptance and/or confirmation of an order (purchase order), acceptance and/or confirmation of a proforma invoice, conclusion of a contract or agreement (all hereinafter the contract) in any documented form – it is considered that the supplier explicitly agrees with these General Terms and Conditions of Purchase and fully agrees with them. The supplier also explicitly acknowledges that all legal relations between it and legal entity of the LOTRIČ group is subject exclusively to the contract and subject general terms and conditions, or changes or amendments to the general terms.

The General Terms and Conditions of Purchase shall apply in any legal business relationship between supplier and legal entity of LOTRIČ group, except when their non-use is explicitly agreed in writing in the contract. These General Terms and Conditions of Purchase shall prevail over or exclude the supplier's general and special conditions of sale, except where their non-application is expressly agreed in writing in contract, even if supplier's offer (or any other document) refers to them. The supplier's General Terms and Conditions shall only apply if the LOTRIC group's legal entity has been advised of them and gives its express written consent, which shall be bound by the supplier's General Terms and Conditions in question.

Splošni pogoji nabave so objavljeni na spletnih straneh pravnih oseb skupine LOTRIČ in so na voljo na sedežu vseh pravnih oseb skupine LOTRIČ.

Dobavitelj je na splošne pogoje nabave opozorjen z besedilom pogodbe (naročilnice). S tem se šteje, da so dobavitelju splošni pogoji nabave znani, s sklenitvijo pogodbe dobavitelj izjavlja, da je splošne pogoje nabave prebral in se z njimi v celoti seznanil. Nepoznavanje le-teh ne more biti razlog neobstoja pravno poslovnega razmerja, predmeta reklamacije in/ali kakršnega koli razloga za ne dobavo blaga ali kakršne koli spremembe v procesu nabave blaga, razen tistih, ki so pisno dogovorjene.

The General Terms and Conditions of Purchase are published on websites of legal entities of LOTRIČ group and are available at the headquarters of all legal entities of the LOTRIČ group.

The Supplier is reminded of The General Terms and Conditions of Purchase by text of the contract (purchase order). This is considered that The General Terms and Conditions of Purchase are known to the supplier, by concluding the contract, supplier declares that he has read The General Terms and Conditions of Purchase and is fully acquainted with them. Ignorance of them cannot be a reason for non-existence of a legal business relationship, the subject of a complaint and/or any reason for non-delivery of the goods or any changes in the procurement process other than those agreed in writing.

I. PODROČJE VELJAVNOSTI | AREA of VALIDITY

Splošni pogoji nabave določajo pravice in obveznosti obeh pogodbenih strank, ter določajo način, vsebino in pogoje dobave in so sestavni del vsake pogodbe.

Za vsako posamično dobavo se upoštevajo Splošni pogoji nabave, veljavni na dan obojestranske potrditve ali je kakorkoli drugače jasno, da sta obe stranki stopili v pravno poslovno razmerja.

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

V kolikor dobavitelj, s pisnim odzivom v osmih (8) dneh, ne nasprotuje spremenjenim splošnim pogojem nabave, se šteje, da se z njimi v celoti strinja in se uporabljajo za nove in že začete procese nabave.

The General Terms and Conditions of Purchase determine the rights and obligations of both parties and determine the manner, content and terms of business and form an integral part of each contract or agreement.

Each individual delivery shall be subject to the General Terms and Conditions of Purchase in force on the date of mutual confirmation or otherwise it is clear that the parties have entered into a legal business relationship.

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

If the supplier does not object to the revised general purchasing conditions by written response within eight (8) days, the supplier shall be deemed to have accepted them in full, and they shall apply to new and ongoing purchasing processes.

II. SKLENITEV POGODBE | CONCLUDING the CONTRACT

Dobavitelj je dolžan vsako pisno naročilo pravne osebe skupine LOTRIČ potrditi (pisno) v roku dveh delovnih dni in s tem sprejeti naročilo, s čimer je pravno poslovno razmerje sklenjeno in postane obvezujoč za obe pogodbeni stranki.

Rok potrditve je lahko v izjemnih primerih drugačen, a mora biti v posameznem primeru vnaprej določen in potrjen s strani obeh pogodbenih strank.

The Supplier is obliged to confirm (in writing) each written order of a legal entity of the LOTRIČ group within two working days and thereby accept the order, whereby the legal business relationship is concluded and becomes binding for both parties.

The deadline for confirmation may be different in exceptional cases but shall be fixed in advance and confirmed by both parties in each case.

Če pravna oseba skupine LOTRIČ v navedenem roku ne prejme pisne potrditve naročila s strani dobavitelja, si pridržuje pravico, da naročilo prekliče, brez kakršnekoli odgovornosti do dobavitelja.

Če dobavitelj v navedenem roku pisno ne zavrne naročila, se naročilo šteje kot sprejeto in potrjeno, ter se pogodbeno razmerje šteje za sklenjeno.

Dobavitelj s potrditvijo naročila priznava in se zavezuje k tem splošnim pogojem nabave, ki postanejo sestavni del naročila.

Dobavitelj ni upravičen do nikakršnega nadomestila v primeru preklica naročila zaradi nepravočasne potrditve.

If the LOTRIČ group legal entity does not receive written confirmation of the order from the supplier within the specified period, it reserves the right to cancel the order without any liability to the supplier.

If the Supplier does not reject the order in writing within the specified period, the order shall be deemed to have been accepted and confirmed, and the contractual relationship shall be deemed to have been concluded.

By confirming purchase order, supplier acknowledges and agrees to be bound by these general purchasing conditions, which shall become an integral part of purchase order.

The supplier shall not be entitled to any compensation in the event of cancellation of the order due to untimely confirmation.

III. PREKINITEV ali ZAVRNITEV POGODBE | *TERMINATION or REFUSAL of CONTRACT*

Pravna oseba skupine LOTRIČ lahko brez posledic in stroškov odpove naročilo do potrditve s strani dobavitelja.

V primeru prekinitve ali zavrnitve izvedbe s strani dobavitelja, je le-ta dolžan plačati vse morebitne stroške nastale do preklica ter morebitne druge stroške, ki izvirajo posredno in/ali neposredno iz preklicanega naročila.

V primeru prekinitve ali nezmožnosti izvedbe naročene storitve/ blaga dobavitelj o tem nemudoma obvesti pravno osebo skupine LOTRIČ in navede razloge in okoliščine, zaradi katerih je bila sprejeta taka odločitev.

Vse spremembe (odstopanja) in/ali prekinitve in/ali zavrnitve naročila morajo biti izdane v pisni obliki nemudoma, ko dobavitelj izve za nastale okoliščine.

Če dobavitelj kakor koli ne izpolnjuje teh pogojev nabave, lahko pravna oseba skupine LOTRIČ s pisnim obvestilom kadarkoli prekliče naročilo (odstopi od pogodbe) brez kakršnih koli obveznosti do dobavitelja.

A legal entity of the LOTRIČ group may cancel the order without consequences or costs until confirmation by the supplier.

In the event of termination or refusal of performance by the supplier, the supplier shall be liable to pay all costs incurred up to the cancellation and any other costs arising directly and/or indirectly from the cancelled order.

In the event of termination or inability to perform the ordered service/goods, the supplier shall immediately inform the legal entity of the LOTRIČ group thereof, stating the reasons and circumstances which led to such a decision.

Any variations (deviations) and/or terminations and/or rejections of the order shall be issued in writing immediately upon the supplier becoming aware of the circumstances.

If the supplier fails to comply with these purchasing conditions in any way, the LOTRIČ group legal entity may cancel the order (withdraw from the contract) at any time by written notice without any obligation to the supplier.

IV. IZVRŠLJIVOST POGODBE | *IMPLEMENTABILITY of THE CONTRACT*

Če zaradi lastnosti blaga in/ali storitev v popolnosti ni mogoče uporabiti blaga in/ali storitve v predvideni obliki ali namenu uporabe, je dobavitelj dolžan blago zamenjati in/ali ponoviti storitev v petih (5) dneh od pisnega obvestila pravne osebe skupine LOTRIČ oziroma od dneva razjasnitve morebitnih nejasnosti.

If, due to the characteristics of the goods and/or services, it is not possible to use the goods and/or services in their intended form or for the intended purpose, the supplier is obliged to replace the goods and/or repeat the service within five (5) days from the date of written notification by a legal entity of LOTRIČ group or from date of clarification of any ambiguities.

V primeru, ko blago in/ali storitev ob prevzemu kakorkoli ne zadovoljuje in/ali je drugačno od pogodbe, je pravna oseba skupine LOTRIČ upravičena in si pridržuje pravico zavrnitve blaga in/ali storitve brez posledic in/ali stroškov zanj.

Pravna oseba skupine LOTRIČ ima pravico in mu mora biti s strani dobavitelja omogočen nadzor in kontrola naročila pri dobavitelju, na vseh njegovih proizvodnih in skladiščnih lokacijah.

Lastninska pravica za blago preide na pravno osebo skupine LOTRIČ, ko ga ta prevzame v skladu z dogovorjenimi pogoji.

Dobavitelj jamči, da so vsi blago in/ali storitve v celoti prosti kakršnih koli zastavnih pravic in morebitnih drugih bremen.

V primeru storitev je trenutek prehoda nevarnosti ali poškodovanja trenutek prevzema storitve s podpisom listine o izvedbi (dobavnica) s strani pravne osebe skupine LOTRIČ in ne samodejno z zaključkom storitve s strani dobavitelja.

In the event that the goods and/or services are in any way unsatisfactory and/or different from the contract at the time of acceptance, the legal entity of the LOTRIC group shall be entitled to and reserves the right to reject the goods and/or services without any consequences and/or costs to it.

The legal entity of the LOTRIC group shall have the right and shall be allowed by the supplier to supervise and control the order at the supplier's production and warehouse sites.

Ownership of the goods passes to the legal entity of the LOTRIC group when it takes possession of the goods in accordance with the agreed terms and conditions.

The supplier warrants that all goods and/or services are fully free from any sort of liens and any other encumbrances.

In the case of services, the moment of passing of the risk or damage shall be the moment of acceptance of the service by the signing of the performance document (delivery note) by the legal entity of the LOTRIC group and not automatically by the completion of the service by the supplier.

V. ROK IZPOLNITVE | DEADLINE for COMPLETING

Rok izpolnitve potrjenega naročila je odvisen zgolj in edino od datuma dobave potrjenega s strani dobavitelja in je predmet dogovora pri sklenitvi pogodbe. Čas izpolnitve naročila se šteje od trenutka, ko so izpolnjeni vsi pogoji, jasno in pregledno predstavljeni s strani dobavitelja. Morebitni pogoji, ki niso bili predstavljeni ali drugi skriti pogoji, se ne štejejo v jasno in pregledno predstavljene pogoje.

Dobavitelj mora v primeru zamude glede na dogovorjen datum dobave pridobiti potrditev nadaljevanja naročila, ter od pravne osebe skupine LOTRIČ pridobiti navodila o nadaljnjem postopku naročila.

V nobenem primeru, tudi v primeru potrditve sprememb pogojev s strani pravne osebe skupine LOTRIČ, ko so spremembe naročila izvedene zaradi razlogov na strani dobavitelja, to na nikakršen način ne odvezuje dobavitelja odgovornosti ali upoštevanja teh splošnih pogojev.

Za pravočasno dobavljeno blago se šteje, če prispe na dogovorjeno mesto na datum dobave.

Za pravočasno izvedeno storitev se šteje, če je ta opravljena na dogovorjen datum izvedbe in na dogovorjenem mestu.

The time-limit for fulfilment of a confirmed order depends solely on delivery date confirmed by supplier and is subject to agreement at time of conclusion of contract. Time for completion of order shall be calculated from moment when all the conditions clearly and transparently presented by the supplier have been fulfilled. Any conditions which have not been presented, or other hidden conditions shall not be counted as clearly and transparently presented conditions.

In the event of a delay with respect to the agreed delivery date, the supplier shall obtain confirmation of the continuation of the order and obtain instructions from the LOTRIC group legal entity on the further procedure to be followed.

In any case, including in the case of approval of changes to the terms and conditions by a legal entity of the LOTRIC group, where the changes to the order are made for reasons on the supplier's side, this shall in no way relieve the supplier of liability or compliance with these general terms and conditions.

Goods are deemed to be delivered on time if they arrive at the agreed place on the delivery date.

A service is deemed to have been provided on time if it is provided on the agreed date and at the agreed place.

Dobava blaga in izvedba storitve je lahko opravljena tudi pred dogovorjenim datumom, če je to možno, ter sprejemljivo in dogovorjeno med dobaviteljem in pravno osebo skupine LOTRIČ, a to v nobenem smislu ne spremeni pogojev plačila.

Ob predčasni dobavi blaga in izvedbi storitve, ki ni bila vnaprej pisno dogovorjena, je pravna oseba skupine LOTRIČ upravičena zaračunati dobavitelju morebitne stroške, ki bi nastali zaradi okoliščin predhodne dobave (na primer skladiščenje, zavarovanje blaga, itd.)

The delivery of the goods and the performance of the services may also be made before the agreed date, if this is possible and acceptable and agreed between the supplier and the legal entity of the LOTRIC group, but this shall in no way alter the terms of payment.

In event of early delivery of goods and performance of services which have not been agreed in advance in writing, the LOTRIC group legal entity shall be entitled to charge the supplier for any costs incurred due to the circumstances of the prior delivery (e.g. storage, insurance of the goods, etc.).

VI. LOKACIJA IZPOLNITVE | DELIVERY LOCATION

Če mesto dobave blaga in/ali izvedbe storitve ni določeno, se šteje, da je lokacija dobave sedež pravne osebe skupine LOTRIČ, ki je izdala naročilo s pariteto DDP- dobavljeno, ocarinjeno (skladno Incoterms – zadnja javno objavljena verzija).

V drugih primerih (uporaba drugih Incoterms paritet), mora dobavitelj to jasno naznačiti in o tem pisno obvestiti pravno osebo skupine LOTRIČ vnaprej, ter je obvezan pravočasno obvestiti o pripravljenosti blaga na prevzem. Pri tem mora izročiti vse ustrezne dokumente, potrebne za pravočasno načrtovanje in izvedbo prevoza.

Pravna oseba skupine LOTRIČ v nobenem primeru ne krije nikakršnih stroškov, ki bi nastali zaradi nepravočasnega obvestila in/ali dostave potrebne dokumentacije, pri dobavitelju ali tretjih osebah (na primer strošek skladiščenja).

Izjemoma se lahko, na željo dobavitelja, predhodno pisno dogovori prevzem na drugi lokaciji, o čemer dobavitelj obvesti pravno osebo skupine LOTRIČ in od nje pridobiti predhodno potrditev.

Izjemoma se lahko, na željo pravne osebe skupine LOTRIČ, predhodno dogovori prevzem na drugi lokaciji, o čemer pravna oseba skupine LOTRIČ obvesti dobavitelja in od njega pridobiti predhodno potrditev.

If the place of delivery of goods and/or performance of service is not specified, place of delivery shall be deemed to be registered office of the LOTRIC group legal entity issuing the order with the parity of DDP - delivery Duty Paid (in accordance with Incoterms - latest publicly published version).

In other cases (use of other Incoterms parities), the supplier shall clearly indicate this and inform the LOTRIC group legal entity in writing in advance and shall be obliged to notify the readiness of the goods for acceptance in good time. In doing so, it shall hand over all relevant documents necessary for the timely planning and execution of the transport.

In no event shall the LOTRIC group legal entity be liable for any costs incurred by the supplier or third parties (e.g. storage costs) as a result of untimely notification and/or delivery of the necessary documentation.

Exceptionally, at the supplier's request, collection at another location may be arranged in advance in writing and the supplier shall inform and obtain prior confirmation from the legal entity of the LOTRIC group.

Exceptionally, at the request of LOTRIC group legal entity, collection at another location may be arranged in advance, subject to the LOTRIC group legal entity informing the supplier and obtaining prior confirmation from the supplier.

VII. SPREMEMBE NAROČILA | AMENDMENTS to the PURCHASE

Pravna oseba skupine LOTRIČ ima pravico zahtevati spremembo pogojev naročila, ki vključujejo spremembe značilnosti blaga in/ali storitve, datuma dobave/ izvedbe, mesta dobave/ izvedbe, načina dostave, količine ali

A LOTRIC group legal entity shall have the right to request changes to the terms of the order, including changes to the characteristics of the goods and/or services, the date of delivery/ performance, the place of delivery/ performance, the method of

drugih značilnosti, v primeru razumljivih razlogov.

V primeru sprememb naročila blaga in/ali nepredvidenih dodatnih del ali ponovitve storitve ali delov storitve, ki so posledica zahtevane spremembe s strani pravne osebe skupine LOTRIČ, ima dobavitelj pravico in dolžnost seznaniti pravno osebo skupine LOTRIČ o morebitnih dodatnih stroških ali spremembi cene, ki se določi na podlagi pisnega sporazuma.

delivery, the quantity or other characteristics, in case of understandable reasons.

In the event of changes to the order of the goods and/or unforeseen additional work or repetition of the service or parts of the service resulting from a requested change by a LOTRIC group legal entity, the supplier shall have the right and obligation to inform the LOTRIC group legal entity of any additional costs or price change to be determined by written agreement.

VIII. IZVEDBA DOBAVE | DELIVERY EXECUTION

Naročilo je sprejeto takrat, ko dobavitelj pisno poda strinjanje z izvedbo storitve/ dobavo blaga, ali če iz drugih okoliščin zagotovo izhaja strinjanje dobavitelja z izvedbo storitve/ dobavo blaga. Dobavitelj v najkrajšem možnem času pravno osebo skupine LOTRIČ obvesti o zmožnosti izvedbe storitve/ dobavi blaga.

An order is accepted when the supplier agrees in writing to perform the service/deliver the goods, or when other circumstances indicate that the supplier agrees to perform the service/deliver the goods. The supplier shall inform the LOTRIC group legal entity as soon as possible of the possibility to perform the service/deliver the goods.

Dobavitelj mora opraviti storitev ali dobaviti blago v skladu s pogodbo. Odstopanje od pogodbe niso dovoljena brez predhodnega pisnega soglasja pravne osebe skupine LOTRIČ.

The supplier shall perform the service or supply the goods in accordance with the contract. No deviation from the contract shall be permitted without the prior written consent of the LOTRIC group legal entity.

V primeru dobave s postavitvijo in/ali sestavo in/ali dodelavo in/ali podobno, mora dobavitelj sprejeti vse ukrepe za varno in pravočasno izvršitev, zagotoviti vsa sredstva, ki jih potrebuje za izvršitev ter nositi vse v zvezi s tem nastale stroške. Pri omenjenih dejavnostih mora dobavitelj upoštevati in morajo biti opravljene skladno z vsemi varnostnimi in drugimi omejitvami, ki veljajo na mikrolokaciji, ter niso in ne smejo biti razlog za kakršna koli odstopanja od pogodbe.

In the case of delivery by installation and/or assembly and/or finishing and/or the like, the supplier shall take all necessary actions to ensure safe and timely execution, provide all resources and means necessary for execution and bear all costs incurred in connection therewith. The supplier shall observe and comply with all safety and other restrictions applicable at the micro-location and do not and shall not be a reason for any deviation from the contract.

Vse dobave se zaključijo s podpisano dobavnico ali drugim sorodnim dokumentom, ki vsebuje vsaj dovolj dober opis vsebine blaga ali storitve, količino, številko naročilnice, datum in oseb vpletenih v zaključek dobave.

All deliveries shall be completed by a signed delivery note or other similar document containing at least a satisfactory description of the contents of the goods or services, the quantity, the order number, the date and the persons involved in completing the delivery.

V kolikor ni drugače dogovorjeno vnaprej, se (posredni in neposredni) stroški v povezavi z morebitnimi problemi dobave (na primer zamude pri dobavah, stroški zastojev, izpad dohodka, itd.) obračunajo z dejansko škodo pravne osebe skupine LOTRIČ.

Unless otherwise agreed in advance, (direct and indirect) costs in connection with possible delivery problems (e.g. delivery delays, congestion costs, loss of income, etc.) shall be charged to the actual damages of the LOTRIC group legal entity.

V posrednih stroških se obračuna vsaj strošek povezan z obravnavanjem problema dobave v višini 5% dobavne vrednosti, a ne manj od 250 EUR.

Indirect costs shall include at least a cost related to the handling of the supply problem equal to 5% of the value of the supply, but not less than €250.

IX. IZVEDBA DOBAV za DALJŠE OBDOBJE | DELIVERY EXECUTION for a LONGER PERIOD

Pogodbe sklenjene za daljše obdobje dobav, pravna oseba skupine LOTRIČ izvršuje glede na odpoklice. Datumi posameznih dobav in količine se zato določajo glede na potrebe pravne osebe skupine LOTRIČ, ki je dolžna obvestiti dobavitelja o dobavi vsaj trideset (30) dni pred želenim datumom, razen če je v pogodbi drugače dogovorjeno.

Pravna oseba skupine LOTRIČ lahko v okviru okoliščin spremeni veljavnost odpoklica in končno količino prilagaja glede na potrebe na podlagi naknadno posredovanih odpoklicev.

Contracts concluded for longer delivery periods are executed by the LOTRIC group legal entity subject to recalls. The dates of individual deliveries and the quantities shall therefore be determined according to the needs of the LOTRIC group legal entity, which shall be obliged to notify the supplier of the delivery at least thirty (30) days before the desired date, unless otherwise agreed in the contract.

The LOTRIC group legal entity may, in the context of the circumstances, modify the validity of the recall and adjust the final quantity according to the needs on the basis of subsequently submitted recalls.

X. EMBALAŽA in OZNAČEVANJE BLAGA | PACKAGING and MARKINGS of GOODS

Dobavitelj mora zagotoviti ustrezno embalažo in označevanje blaga v skladu z nacionalno in/ali regionalno zakonodajo, veljavno v državi pravne osebe skupine LOTRIČ.

Dobavitelj mora, zagotoviti varnost blaga pri dostavi, zagotoviti morebitno dodatno prevozno embalažo ali ustrezno pakiranje, ter oznake na tej embalaži/pakiranju, in ustrezno izvesti odpremo blaga, v skladu s pravili stroke, morebitnimi dodatnimi pravili prevoznika, ali skladno s predhodnim dogovorom s pravno osebo skupine LOTRIČ.

Odgovornost za vse morebitne poškodbe blaga zaradi neustrezne embalaže/pakiranja ter neustreznih navodil (če so potrebna) pri prevozu in rokovanju pri prevozu (na primer naklad) blaga v celoti nosi dobavitelj.

Če pogodbeni cena blaga ne vsebuje embalaže/pakiranja in/ali stroškov povezanih z embalažo/pakiranjem in/ali stroškov povezanih z označevanjem blaga, je dobavitelj dolžan o tem posebej opozoriti pravno osebo skupine LOTRIČ, in od nje pridobiti predhodno potrditev teh stroškov, sicer jih pravna oseba skupine LOTRIČ ni dolžna plačati ali dobavitelj ni upravičen do kakršnega koli povračila teh stroškov.

V primeru vračljive embalaže, je dobavitelj dolžan o tem posebej opozoriti pravno osebo skupine LOTRIČ, vsi stroški z vračilom te embalaže nosi dobavitelj, razen če vnaprej drugače dogovorjeno.

The supplier shall ensure that the goods are properly packaged and labelled in accordance with the national and/or regional legislation in force in country of LOTRIC group legal entity.

The supplier shall ensure the safety of the goods upon delivery, provide any additional transport packaging or appropriate packaging and markings on such packaging/boxing, and carry out the dispatch of the goods in accordance with the rules of the profession, any additional rules of the carrier, or as previously agreed with a LOTRIC group legal entity.

Any damage to the goods caused by inadequate packaging/boxing and inadequate instructions (if any) in the carriage and handling of the goods (e.g. loading) shall be the sole responsibility of the supplier.

If the contractual price of the goods does not include packaging and/or costs related to packaging and/or costs related to the labelling of the goods, the supplier shall be obliged to specifically notify the LOTRIC group legal entity thereof and obtain prior confirmation of these costs from the LOTRIC group legal entity, otherwise the LOTRIC group legal entity shall not be obliged to pay these costs or the supplier shall not be entitled to any reimbursement of these costs.

In the case of returnable packaging, the supplier is obliged to give special notice to the LOTRIC group legal entity, and all costs of returning such packaging shall be borne by the supplier, unless otherwise agreed in advance.

XI. SPREMNA DOKUMENTACIJA | SUPPORTING DOCUMENTATION

Dobavitelj mora zagotoviti ustrezno spremno dokumentacijo za blago in storitve v skladu z nacionalno in/ali regionalno zakonodajo, veljavno v državi pravne osebe skupine LOTRIČ.

Spremna dokumentacija mora biti v uradnem jeziku, ki se uporablja v državi pravne osebe skupine LOTRIČ, ali v izjemnih in vnaprej dogovorjenih primerih v angleškem jeziku.

Spremna dokumentacija je lahko, a ne izključno:

- izjava o skladnosti (če je predpisana),
 - navodila za uporabo (ali sklic na mesto, kjer so navodila stalno dostopna),
 - garancijski list,
 - carinske listine (če so predpisane),
 - prevozne listine (če so potrebne)
- in druge z zakonodajo predpisane listine.

Če pogodbeni cena blaga ne vsebuje stroškov povezanih s spremno dokumentacijo, je dobavitelj dolžan o tem posebej opozoriti pravno osebo skupine LOTRIČ, in od nje pridobiti predhodno potrditev teh stroškov, sicer jih pravna oseba skupine LOTRIČ ni dolžna plačati ali dobavitelj ni upravičen do kakršnega koli povračila teh stroškov.

V kolikor bi, zaradi zahteve končnega kupca, pravna oseba skupine LOTRIČ morala urediti, izvesti ali plačati prevode celotne ali dela spremne dokumentacije, ima pravico od dobavitelja zahtevati nadomestilo stroškov.

The supplier shall provide appropriate supporting documentation for the goods and services in accordance with the national and/or regional legislation applicable in the country of the LOTRIC group legal entity.

The supporting documentation shall be in the official language used in the country of the LOTRIC group legal entity or, in exceptional and pre-agreed cases, in English.

The supporting documentation may include but is not limited to the:

- *declaration of conformity (if required),*
 - *instructions for use (or a reference to a place where instructions are permanently available),*
 - *warranty declaration,*
 - *customs documents (if required),*
 - *transport documents (if required)*
- and any other documents required by law.*

If the contractual price of the goods does not include the costs related to the supporting documentation, the supplier shall be obliged to specifically inform the LOTRIC group entity thereof and obtain prior confirmation of these costs from the LOTRIC group legal entity, otherwise the LOTRIC group legal entity shall not be obliged to pay them or the supplier shall not be entitled to any reimbursement of these costs.

If, as a result of a request by the end customer, a LOTRIC group legal entity is required to arrange, carry out or pay for translations of all or part of the supporting documentation, it shall have the right to claim compensation from the supplier for the costs.

XII. KAKOVOST DOBAVE | DELIVERY QUALITY

Dobavitelj jamči, da blago in/ali storitev v celoti ustreza zahtevam naročila, je brez napak, dogovorjene kakovosti in ustreza veljavnim tehničnim ter zakonskim predpisom.

Dobavitelj bo opozoril pravno osebo skupine LOTRIČ o vseh morebitnih napakah v naročilu, kjer bi specifikacija naročila lahko imela vpliv na kasnejšo pravilno uporabo blaga in/ali izvedbo storitve.

Dobavitelj je dolžan pravni osebi skupine LOTRIČ omogočiti preverjanje kakovosti proizvodnje blaga z nadzorom in/ali ocenjevanjem pred dobavo, in sicer:

- pred prvim naročilom večje količine,
- pred prvim ali kasneje v rednih periodah za naročila dobave za daljše časovno obdobje,

The supplier warrants that goods and/or services fully meet the requirements of the order, are free from defects, are of the agreed quality and comply with the applicable technical and legal regulations.

The supplier shall alert the LOTRIC group legal entity to any possible defects in the order, where the specification of the order could have an impact on the subsequent correct use of the goods and/or performance of the service.

The supplier is obliged to enable the LOTRIC group legal entity to verify the quality of the production of the goods by means of inspection and/or evaluation prior to delivery, namely:

- *before the first order of a large quantity,*
- *before first order, or at regular intervals thereafter for orders of a longer period of time,*

- pred spremembami blaga (vhodnih surovin, načrta, oblike, proizvodne tehnologije, dobave, embalaže, itd.),
- ob zaznavi neskladnosti blaga,
- ko je to zahteva končnega kupca,
- ali ob drugih spremembah okoliščin povezanih z dobavo blaga.

Dobavitelj je dolžan pravni osebi skupine LOTRIČ omogočiti preverjanje kakovosti opravljanja storitve z nadzorom in/ali ocenjevanjem pred izvedbo in/ali navzočnostjo pri izvedbi, in sicer:

- ko se storitev izvaja prvič,
- pred prvo izvedbo ali kasneje v rednih periodah, ko se bo storitev izvajala daljše časovno obdobje,
- pred spremembami izvedbe (standard, postopek, oprema, osebje, prostorske in okoljske razmere, poročilo, itd.),
- ob zaznavi neskladnosti storitev,
- ko je to zahteva končnega kupca,
- kadar koli na zahtevo kupca,
- ali ob drugih spremembah okoliščin povezanih z izvedbo storitev.

Preverjanje kakovosti z nadzorom in/ali ocenjevanjem se lahko opravi na mestu proizvodnje blaga ali izvedbe storitve v živo, zato mora dobavitelj omogočiti vpogled v vse dejavnosti povezane z dobavo blaga ali izvedbo storitve.

Dobavitelj je dolžan na zahtevo pravne osebe skupine LOTRIČ predložiti vso dokumentacijo o nadzoru kakovosti blaga, ki ga dobavlja.

Dobavitelj se obvezuje, da bo dokumentacijo o nadzoru kakovosti hranil z zakonom predpisan čas, a ne manj kot pet (5) let, in za blago, ki ima varnostno funkcijo in/ali lastnost najmanj petnajst (15) let od zadnje dobave.

Brez predhodnega obvestila pravne osebe skupine LOTRIČ, dobavitelj ne sme opraviti nikakršne spremembe na blagu ali storitvi, ali z njima povezanimi procesi zagotavljanja skladnosti.

Za blago ali storitve, za katere zakonodaja in standardizacija in/ali končni kupec zahteva ugotavljanje skladnosti, mora dobavitelj na zahtevo pravne osebe skupine LOTRIČ predložiti ali omogočiti dostop do zapisov in poročil o opravljenih preskusih in nadzorih, vezanih na proces ugotavljanje skladnosti.

V primeru suma ali ugotovitve neskladnosti, mora dobavitelj zagotoviti celovito in brezplačno

- *prior to changes in the goods (input raw materials, design, form, production technology, delivery, packaging, etc.),*
- *when non-conformity of the goods is detected,*
- *when requested by the end customer,*
- *or upon other changes in the circumstances relating to the supply of the goods.*

The supplier is obliged to enable the LOTRIC group legal entity to verify the quality of the service by inspection and/or evaluation prior to the performance and/or by being present during the performance, namely:

- *when the service is performed for the first time,*
- *prior to the first performance or at regular intervals thereafter when the service is to be performed over a longer period of time,*
- *prior to changes in implementation (standard, procedure, equipment, personnel, spatial and environmental conditions, report, etc.),*
- *when non-conformity of the service is detected,*
- *when requested by the end customer,*
- *at any time at the request of the final customer,*
- *or upon other changes in circumstances related to the performance of the services.*

Quality control by inspection and/or evaluation may be carried out at the place of production of the goods or performance of the service in person, and the supplier shall therefore allow access to all activities related to the supply of the goods or performance of the service.

The supplier is obliged to provide, at the request of a LOTRIC group legal entity, all documentation on the quality control of the goods supplied.

The supplier undertakes to keep the quality control documentation for the period prescribed by law, but not less than five (5) years, and for goods having a safety function and/or characteristic for at least fifteen (15) years from the last delivery.

The supplier shall not make any changes to the goods or services or to the related compliance processes without prior notification to the legal entity of the LOTRIC group.

For goods or services for which conformity assessment is required by legislation and standardisation and/or by the end customer, the supplier shall, upon request of a LOTRIC group legal entity, provide or make available records and reports of the tests and controls carried out in connection with conformity assessment process.

In the event of suspected or identified non-compliance, the supplier shall provide full and cost-

podporo in sodelovanje v postopku razrešitve pred pristojnimi organi, pravno osebo skupine LOTRIČ, končnim kupcem ali končnim uporabnikom.

Dobavitelj se zaveže, da bo iz svojega področja dejavnosti in v povezavi z blagom ali storitvami po najboljših močeh brezplačno svetoval osebju pravne osebe skupine LOTRIČ, če to ne predstavlja poslovnih skrivnosti.

Za blago, ki ga bo dobavitelj serijsko izdeloval in dobavljal (dobave za daljše obdobje) pravni osebi skupine LOTRIČ, mora na zahtevo dostaviti brezplačne vzorce (modele) blaga in pri tem predložiti poročilo o skladnosti vzorcev in načrt za zagotavljanje kakovosti v nadaljevanju proizvodnje.

Pravna oseba skupine LOTRIČ je upravičena zahtevati, da dobavitelj v najkrajšem možnem času in na lastne stroške, priskrbi ustrezno neodvisno poročilo zunanje organizacije o skladnosti blaga.

free support and cooperation in the resolution procedure before the competent authorities, the LOTRIC group legal entity, the end customer or the end user.

The supplier undertakes to provide, to the best of its ability, free of charge advice to the staff of the LOTRIC group legal entity in its field of activity and in connection with the goods or services, provided that this does not constitute a business secret.

For goods to be manufactured and supplied in series (deliveries for a longer period of time) to a LOTRIC group legal entity, the supplier shall, upon request, provide free samples (models) of the goods, together with a report on the conformity of the samples and a quality assurance plan for the continuation of production.

The LOTRIC group legal entity shall be entitled to request that the supplier, as soon as possible and at its own expense, provide an appropriate independent report from an external organisation on the conformity of the goods.

XIII. GARANCIJA | WARRANTY

Dobavitelj jamči, da bo dobavljeno blago brezhibno delovalo in s tem daje 24 -mesečno garancijo, razen če ni predpisano ali dogovorjeno daljše obdobje.

Dobavitelj jamči, da bo storitve opravil v skladu pravili stroke in za opravljene storitve daje 12 -mesečno garancijo, razen če ni predpisano ali dogovorjeno daljše obdobje.

Dobavitelj se za čas osmih (8) delovnih dni odpoveduje kakršnemu koli ugovoru z naslova reklamiranja očitnih napak, tudi če pravna oseba skupine LOTRIČ ne poda celovite reklamacijske dokumentacije. Dobavitelj v tem primeru sprejme vračilo dobavljenega blaga in/ali zamenja (ustrezno drugače uredi neustrezno stanje) blago in/ali izvede in/ali ne obračuna izvedeno storitev.

V primeru odprave napak, ki so bile posledice nedokončane dobave in/ali reklamacije, začne garancijski rok ponovno teči po dokončanju dobave in/ali odpravi napak s strani dobavitelja.

Pravna oseba skupine LOTRIČ lahko garancijo za skrite napake uveljavlja tudi po izteku garancijskega roka, če se skrita napaka ugotovi naknadno. Pravna oseba skupine LOTRIČ mora v desetih (10) delovnih dneh od ugotovitve skrite napake le-to javiti, pri čemer se

The supplier warrants that the goods supplied will operate in a faultless manner and hereby gives a 24-month warranty, unless a longer period is prescribed or agreed.

The supplier warrants that it will perform services in accordance with rules of the profession and gives a 12-month guarantee for the services provided, unless a longer period is prescribed or agreed.

The supplier waives for a period of eight (8) working days any objection to the claim for obvious defects, even if the LOTRIC group legal entity fails to provide complete claim documentation. In this case, the supplier shall accept the return of the delivered goods and/or replace (make suitable other arrangements for the defective condition of) the goods and/or perform and/or not charge for the service performed.

In the case of elimination of defects resulting from incomplete delivery and/or a claim, the warranty period shall restart after completion of delivery and/or elimination of defects by the supplier.

A LOTRIC group legal entity may also claim the warranty for latent defects after the expiry of the warranty period, if the latent defect is subsequently discovered. The LOTRIC group legal entity shall report the latent defect within ten (10) working days of the discovery of the latent defect, and the supplier

dobavitelje obveže reklamacijo sprejeti, če gre dejansko za skrito napako.

V primeru skrite napake pravna oseba skupine LOTRIČ uveljavlja zahteve za vso škodo, ki bi nastala z dobavo tovrstnega blaga in/ali storitve, ter pogodbene kazni.

shall be obliged to accept the claim if the latent defect is in fact a latent defect.

In the event of a latent defect, the LOTRIC group legal entity shall claim for all damages resulting from the supply of such goods and/or services, as well as contractual penalties.

XIV. REKLAMACIJE | CLAIMS

Dobavitelj je dolžan vse javljene napake (neskladnosti) odpraviti nemudoma po seznanitvi z reklamacijo (zapis o ugotovljenih napakah), še zlasti hitro v nujnih primerih (na primer ob zaustavitvi proizvodnje, nastanku zamud pri končnem kupcu, itd.) in je o tem seznanjen v zapisniku.

Dobavitelj je prav tako dolžan vse lastno ugotovljene napake (neskladnosti), ki hkrati vplivajo na zdravje in/ali varnost in/ali uporabo blaga odpraviti nemudoma po ugotovitvi in seznanitvi uporabnikov (zapis o ugotovljenih napakah), še zlasti hitro v nujnih primerih (na primer ob ogrožanju ljudi, imovine, itd.).

V primeru nedejavnosti, neodzivnosti, itd. dobavitelja ali v nujnih primerih si pravna oseba skupine LOTRIČ in/ali končni uporabnik pridržuje pravico, da bo očitne napake odpravil sam in/ali s pomočjo tretje osebe, pri čemer vse stroške v povezavi s tem v celoti krije dobavitelj.

Reklamacija se lahko proži, v kakršni koli obliki (priporočeno v obliki reklamacijskega poročila, na primer 8D obrazca), ko je ugotovljena neskladnost (napaka) blaga in/ali storitve, pri čemer rok za proženje ni časovno omejena na življenjsko dobo blaga ali storitve.

Reševanje reklamacije se začne z načrtom rešitve, ki ga dobavitelj v 48 urah od prejema reklamacijskega zahtevka (poročila), poda pravni osebi skupine LOTRIČ, ter pridobi potrditev, ali v primeru nestrinjanja dodatne zahteve, pri čemer je potreben ponoven načrt in potrditev, vse dokler obe strani ne potrdita načrta in načina reševanja reklamacije, skupaj z vsemi dejavnostmi, termini in dokumentacijo.

Pogoj za rešitev reklamacije je, da dobavitelj v celoti, na svoje stroške odpravi neskladnost blaga in/ali storitve, ter o tem pošlje poročilo o izvedenih dejavnostih.

V kolikor pravna oseba skupine LOTRIČ od dobavitelja zahteva izpolnitev 8D obrazca, mora

The supplier is obliged to rectify any reported defects (non-conformities) immediately after becoming aware of the complaint (record of the defects found), in particular quickly in urgent cases (e.g. production stoppages, delays at the end customer, etc.), and is informed of this in the record.

The supplier is also obliged to rectify any defects (non-conformities) which he has identified and which affect the health and/or safety and/or use of the goods immediately after identification and notification to the users (record of defects found), particularly quickly in cases of emergency (e.g. danger to persons, property, etc.).

In the event of inactivity, unresponsiveness, etc. of the supplier or in case of emergency, the LOTRIC group legal entity and/or the end user reserves the right to rectify the apparent defects itself and/or with the assistance of a third party, all costs in connection therewith being borne in full by the supplier.

A claim may be opened, in any form (preferably in the form of a claim report, for example an 8D form), when a non-conformity (defect) of the goods and/or services is detected and the time limit for opening the claim is not limited to the lifetime of the goods or services.

The resolution of the claim shall begin with a resolution plan, which shall be submitted by supplier to LOTRIČ group legal entity within 48 hours of receipt of the claim (report), and confirmation shall be obtained, or in the event of disagreement, additional requirements, whereby a repeat plan and confirmation shall be required, until the plan and the manner of resolution of the claim, including all activities, deadlines and documentation, have been confirmed by both parties.

The resolution of the claim is conditional on the supplier remedying the non-conformity of the goods and/or service in full, at his own expense, and sending a report on the action taken.

If a LOTRIC group legal entity requires the supplier to complete the 8D form, the supplier shall take all

dobavitelj sprejeti vse potrebne (zahtevane) ukrepe v roku največ 2 mesecev.

V primeru neskladnosti so možne rešitve (a ne izključno) za blago naslednje:

- blago se vrne dobavitelju z zamenjavo,
- blago se vrne dobavitelju brez zamenjave in odškodnino,
- blago se delno vrne dobavitelju z zamenjavo in delno popravi,
- blago se začasno uporabi (če je to možno) z zamenjavo naknadno,
- blago se na željo dobavitelja zavrže in/ali uniči z zamenjavo,
- blago se na željo dobavitelja zavrže in/ali uniči brez zamenjave in odškodnino,
- blago se popravi, dodela, itd. brez zamenjave.

V primeru neskladnosti so možne rešitve (a ne izključno) za storitve naslednje:

- storitev se izvede ponovno v celoti,
- storitev se izvede delno, vsaj za obseg vezana na neskladnost (če je to možno),
- storitev se ne izvede ponovno, dobavitelj izplača odškodnino,
- storitev se začasno izvede do konca (če je to možno), s tem da se storitev ponovi v celoti naknadno.

necessary (required) actions within a maximum period of 2 months.

In the event of non-compliance, possible (but not exclusive) solutions for the goods are:

- *returned to the supplier with a replacement,*
- *returned to the supplier without replacement and compensation,*
- *partly returned to the supplier with replacement and partly repaired,*
- *temporarily used (if possible) with replacement at a later date,*
- *shall be discarded and/or destroyed by replacement at the supplier's request,*
- *discarded and/or destroyed at the supplier's request without replacement and compensation,*
- *shall be repaired, added to, etc. without replacement.*

In the event of non-compliance, possible (but not exclusive) solutions for services include:

- *service is re-performed in full,*
- *is partially implemented, at least to the extent related to the non-compliance (if possible),*
- *is not re-performed, the supplier pays compensation,*
- *is provisionally performed to completion (if possible), with the service being repeated in full at a later date.*

XV. BISTVENE ZDRAVSTVENE in VARNOSTNE ZAHTEVE | ESSENTIAL HEALTH AND SAFETY REQUIREMENTS

Dobavitelj nosi vso odgovornost, da bo dobavil blago, ki ustreza vsem veljavnim bistvenim varnostnim in zdravstvenim zahtevam iz nacionalne in/ali regionalne zakonodaje, ki velja v državi pravne osebe skupine LOTRIČ.

Enako velja, če se dobava nanaša na drugo državo, pri čemer je dobavitelj prejel predhodno pisno obvestilo pravne osebe skupine LOTRIČ.

Dobavitelj je pri tem dolžan pravno osebo skupine LOTRIČ obvestiti o vseh spremembah blaga in nuditi vso dokumentacijo, ki bi bila potrebna za izkazovanje skladnosti blaga z zakonodajo.

Dobavitelj je dolžan pravno osebo skupine LOTRIČ obvestiti o možnosti nastanka in/ali vsebnosti nevarnih odpadkov ali snovi v blagu, ter ob tem navesti načine potrebnega postopanja v povezavi s tem.

The supplier shall bear all responsibility for supplying goods that comply with all applicable essential health and safety requirements laid down in national and/or regional legislation in force in the country of the LOTRIC group legal entity.

The same shall apply if the delivery concerns another country and the supplier has received prior written notification from a LOTRIC group legal entity.

The supplier is obliged to inform the LOTRIC group legal entity of any changes to the goods and to provide any documentation necessary to demonstrate the compliance of the goods with the law.

The supplier is obliged to inform the LOTRIC group legal entity of the possibility of hazardous waste or hazardous substances being generated and/or contained in the goods, indicating the necessary action to be taken in this respect.

XVI. ODGOVORNOST DOBAVITELJA | *LIABILITY of SUPPLIER*

Dobavitelj je dolžan skleniti ustrezno zavarovanje, s katerim bodo kriti morebitni škodni zahtevki končnih kupcev zoper pravno osebo skupine LOTRIČ z naslova odgovornosti (splošna in razširjena proizvajalčeva odgovornost).

Ne sklenitev ustreznega zavarovanja v nobenem primeru ne mora biti razlog zavrnitve izplačila škode, kot posledica odgovornosti proizvajalca.

Dobavitelj mora na zahtevo predložiti ali omogočiti vpogled v zavarovalno polico odgovornosti (ali več njih).

Dobavitelj zagotavlja in jamči, da so vsi njegovi dobavitelji (poddobavitelji) zavezani k spoštovanju določil pogodbe v delih, ki se logično nanašajo na poddobavitelje. Dobavitelj mora tako stalno in brez izjeme ohranjati polno odgovornost za dobavljeno blago ali opravljene storitve, kljub temu, da del ali celotno blago ali storitev izvede poddobavitelj.

The supplier is obliged to take out appropriate insurance to cover any liability claims (general and extended producer's liability) made by the end customers against the LOTRIČ group legal entity.

In any event, failure to take out appropriate insurance should not be a reason for refusing to pay damages as a result of the manufacturer's liability.

The supplier shall provide or make available on request the liability insurance policy (or several of them).

The supplier represents and warrants that all of its suppliers (sub-suppliers) are bound to comply with provisions of contract insofar as they logically apply to sub-suppliers. The supplier shall thus at all times and without exception maintain full responsibility for the goods or services supplied, notwithstanding that part or all of the goods or services are performed by a sub-supplier.

XVII. ZAŠČITA in PRAVICE KONČNEGA KUPCA | *PROTECTION and RIGHTS of the END CUSTOMER*

Dobavitelj bo pravno osebo skupine LOTRIČ zavaroval in zaščitil pred kakršno koli odgovornostjo v zvezi z avtorskimi in sorodnimi pravicami tretjih oseb, ki bi izvirale iz dobav blaga ali opravljenih storitev.

Dobavitelj jamči pravni osebi skupine LOTRIČ in/ali končnemu kupcu nemoteno uporabo dobavljenega blaga in opravljenih storitev ter se zavezuje poravnati vso škodo pravni osebi skupine LOTRIČ, ki bi nastala, če bi tretja oseba uveljavljal zahteve z naslova avtorskih in sorodnih pravic.

Če so za uporabo, popravilo ali prodajo blaga in uporabo storitve s strani pravne osebe skupine LOTRIČ potrebne avtorske ali sorodne pravice, dobavitelj zagotovi nepreklicno in brezplačno uporabo, popravila in preprodajo blaga neposredno s strani pravne osebe skupine LOTRIČ, brez omejitev veljavnosti časovno ali zemljepisno.

Če je predmet pogodbe o dobavi tudi programska oprema, dobavitelj zagotavlja prosto prenosljivo pravico do njene uporabe pravni osebi skupine LOTRIČ.

Dobavitelj je dolžan potrebno programsko opremo zagotoviti brezplačno in prosto virusov

The supplier shall indemnify and hold harmless the LOTRIC group legal entity against any liability in respect of copyright and related rights of third parties arising out of the supply of goods or services.

The supplier guarantees to the LOTRIČ group legal entity and/or the end customer the uninterrupted use of the goods and services supplied and undertakes to indemnify the LOTRIC group legal entity for any damages that may arise if a third party asserts a claim under copyright and related rights.

If the use, repair or sale of the goods and the use of the service by a LOTRIC group legal entity require copyright or related rights, the supplier shall provide irrevocable and free of charge the use, repair and resale of the goods directly by a LOTRIC group legal entity, without any limitation of validity in terms of time or geography.

If the subject of the supply contract is also software, the supplier shall grant a freely transferable right of use to a legal entity of the LOTRIČ group.

The supplier is obliged to provide the necessary software free of charge and free of viruses and

in drugih napak, za celotno predvideno življenjsko dobo proizvoda.

other defects for the entire expected lifetime of the product.

XVIII. VIŠJA SILA | FORCE MAJEURE

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

The legal entity of the LOTRIČ group is not liable for damage caused by circumstances that could not have been foreseen, prevented, eliminated, or avoided.

XIX. ODPSTOP od POGODBE | CONTRACT WITHDRAWAL

Dobavitelj mora pravno osebo skupine LOTRIČ o odpovedi pogodbe obvestiti vsaj 30 dni pred odstopom, razen v primerih ko gre za dolgoročne pogodbe, kjer mora obvestilo poslati vsaj 3 mesece pred odstopom. Z obojestranskim pisnim soglasjem se lahko odpovedni roki zmanjšajo.

The supplier shall notify the LOTRIC group legal entity of the withdrawal from the contract at least 30 days before the withdrawal, except in the case of long-term contracts, where the notification shall be sent at least 3 months before the withdrawal. The notice periods may be reduced by mutual written agreement.

Dobavitelj ima pravico odstopiti od pogodbe kadarkoli, vendar pri tem nosi vse stroške, ki so dotlej nastali, ter škodo, ki bo nastala zaradi posledic odstopa od pogodbe.

The supplier shall have the right to withdraw from the contract at any time but shall bear all costs incurred up to that time and any damages resulting from the consequences of withdrawal.

Dobavitelj v primeru odstopa od pogodbe nosi tudi vse stroške, ki jih od pravne osebe skupine LOTRIČ izterja končni kupec in so posledica odstopa od pogodbe dobavitelja.

In event of withdrawal from contract, supplier shall also bear all costs recoverable from the LOTRIČ group legal entity by the end customer as a result of the supplier's withdrawal from the contract.

Vse obveznosti so v veljavi tudi v odpovednem roku, pri čemer stroški iz tega člena lahko nastajajo tudi po datumu odstopa, tako da s prekinitvijo pogodbe obveznosti kakorkoli prenehajo.

All obligations shall remain in force during the period of notice, provided that the charges referred to in this Article may be incurred after the date of withdrawal, so that the termination of the contract shall in any event terminate the obligations.

Pravna oseba skupine LOTRIČ ima pravico od pogodbe odstopiti, kadar dobavitelj ne izpolnjuje obveznosti iz pogodbe, vendar dobavitelja pred tem opomni na nepravilnosti in mu da primeren čas, da te nepravilnosti odpravi. Po izvedbi vseh potrebnih sprememb, se dela po pogodbi ponovno vzpostavi.

The LOTRIC group legal entity shall have the right to withdraw from the contract if the supplier fails to fulfil its obligations under the contract but shall first remind the supplier of the irregularities and give the supplier a reasonable time to remedy them. After all necessary changes have been made, the work under the contract shall be reinstated.

V kolikor dobavitelj ne opravi potrebnih sprememb, se šteje da je odstopil od pogodbe.

If the supplier fails to make the necessary changes, the supplier shall be deemed to have withdrawn from the contract.

XX. POGODBENA KAZEN | CONTRACT PENALTY

Pravna oseba skupine LOTRIČ je, v primeru neupoštevanja pogodbe na strani dobavitelja, poleg povračila stroškov in brez dokazovanja nastanka škode, upravičena zaračunati pogodbeno kazen v višini 1,0% celotne vrednosti naročila za

In the event of non-compliance with the contract on the part of the supplier, the LOTRIČ group legal entity shall be entitled, in addition to the reimbursement of costs and without proof of damages, to charge a contractual penalty of 1.0% of the total value of the order for each day from the

vsak dan, od dogovorjenega dneva zaključka dobave blaga ali izvedbe storitve.

Pogodbena kazen se zaračunava do skupnega zneska 20% celotne vrednosti naročila, razen ko je poslovna škoda, zaradi neizpolnjevanja pogodbe na strani dobavitelja, večja, a mora pri tem pravna oseba skupine LOTRIČ dobavitelju nedvoumno dokazati nastanek škode.

Dobavitelj, neodvisno od prejšnjih določil, povrne vso pogodbeno kazen, ki jo od pravne osebe skupine LOTRIČ izterja končni kupec in je posledica neizpolnjevanja pogodbe na strani dobavitelja.

agreed date of completion of the delivery of the goods or performance of the service.

The contractual penalty shall be charged up to a total amount of 20% of the total value of the order, except where the business damage caused by the supplier's non-performance of the contract is greater, in which case the LOTRIČ group legal entity shall be required to prove the damage to the supplier beyond reasonable doubt.

Notwithstanding the preceding provisions, the supplier shall reimburse any contractual penalty recovered from a LOTRIČ group legal entity by the end customer as a result of the supplier's failure to perform the contract.

XXI. CENE in STROŠKI | PRICES and COSTS

Za dobavljeno storitev in/ali blago dobavitelj izstavi račun pravni osebi skupine LOTRIČ, ki je izdala naročilo, v obliki, znesku in drugimi pogoji dogovorjenimi s pogodbo.

Cena za dobavljeno blago in/ali opravljeno storitev, dobavitelj določi in zaračuna na podlagi cene po veljavnem ceniku oziroma dogovorjeni ceni z upoštevanjem vseh popustov.

Cena blaga ali storitve mora dobavitelj prikazati skladno z nacionalno zakonodajo, pri čemer je jasno opredeljeno ali cena vključuje DDV.

Naročilo je izdano s pariteto DDP – dobavljeno, (skladno Incoterms – zadnja javno objavljena verzija), razen če v naročilu ni drugače določeno.

Dobava se vedno izvede z najnižjimi možnimi stroški, razen če je drugače dogovorjeno v pogodbi.

Morebitni dodatni stroški z namenom pravočasne izpolnitve dobave, grede v celoti v breme dobavitelja (na primer uporaba storitev hitre pošte, ki v ponudbi ni bila predvidena).

For the services and/or goods supplied, the supplier shall invoice the LOTRIČ group legal entity that issued the order, in the form, amount and other terms agreed in the contract.

The price for the goods and/or services supplied shall be determined and charged by the supplier on the basis of the price in the current price list or the agreed price, considering any discounts.

The price of the goods or services shall be shown by the supplier in accordance with national law, clearly specifying whether the price includes VAT.

The order shall be issued in DDP - Delivery Duty Paid (in accordance with Incoterms - latest publicly published version), unless otherwise specified in the order.

Delivery shall always be made at the lowest possible cost, unless otherwise agreed in the contract.

Any additional costs incurred in order to meet the delivery deadline shall be borne entirely by the supplier (e.g. use of express mail services not foreseen in the offer).

XXII. PREDRAČUN in/ali RAČUN | PRO FORMA INVOICE and/or INVOICE

Predračun in/ali račun za dobavljeno blago in/ali opravljeno storitev mora biti v elektronski obliki (.pdf) in skladen z nacionalno in/ali regionalno zakonodajo.

Predračun in/ali račun mora vsebovati, a ne izključno:

- identifikacijsko številko dokumenta,
- številko pogodbe (če obstaja) ali naročilnice,
- polni naziv pravne osebe dobavitelja,

The pro forma invoice and/or invoice for the goods and/or services supplied shall be in electronic format (.pdf) and shall comply with national and/or regional legislation.

The pro forma invoice and/or invoice shall include, but not be limited to:

- document identification number,
- contract number (if any) or the order number,
- full legal name of the supplier,

- podatke o davčnem rezidentstvu (davčna številka, matična številka, itd.),
 - podatke potrebne za plačilo (IBAN, BIC/SWIFT, podatki banke, itd.),
 - polni naziv pravne osebe skupine LOTRIČ,
 - opis blaga in/ali storitve,
 - kataloško oznako blaga in/ali storitve,
 - ceno in valuto,
 - količino in enoto količine,
 - datum opravljene storitve in/ali dobave blaga,
 - datum zapadlosti računa v plačilo,
 - druge dogovorjene zahteve in pogodbe;
- in v primeru obračuna dajatev z ločenim prikazom:
- stopnje dajatve (DDV),
 - vrednost dajatve;
- in v primeru oprostitve dajatve, izjavo in sklic na pravno podlago za oprostitve;
- in v primeru carinskega postopka dodatno (če potrebno):
- poreklo blaga (ali Izjavo o preferencialnem poreklu blaga),
 - nomenklaturu carinske tarife EU (KN) in/ali oznako TARIC.

V vsakem primeru mora biti predračunu in/ali računu priložen dokument (dobavnica), ki dokazuje ustrezno dobavo blaga in/ali izvedbo storitve.

Predračun in/ali račun dobavitelj pošlje na elektronski naslov naveden v pogodbi (na naročilnici in/ali na spletni strani pravne osebe skupine LOTRIČ in/ali drugače sporočen elektronski naslov).

V primeru pomanjkljivega ali napačnega (odstopanje od pogodbe ali dogovora) predračuna in/ali računa, ima pravna oseba skupine LOTRIČ pravico račun zavrnil. Pri tem rok plačila začne teči z dnem, ko dobavitelj pošlje ustrezen predračun in/ali račun.

XXIII. ROK PLAČILA IN PRENOS TERJATEV | PAYMENT TERMS and TRANSFER of CLAIMS

Pravna oseba skupine LOTRIČ bo račun poravnala v roku 90 dni od zaključka dobave, razen če je predhodno drugače dogovorjeno.

Datum plačila na računu mora biti skladen z datumom podpisa dobavnice (ali drugim dokumentom, ki potrjuje končno ustreznost dobavljenega blaga in/ali izvedene storitve) s strani osebe pravne osebe LOTRIČ in dogovorjenim rokom plačila.

V kolikor je datum plačila neskladen z datum podpisa dobavnice, si pravna oseba skupine

- details of tax residency (tax number, registration number, etc.),
 - information necessary for payment (IBAN, BIC/SWIFT, bank details, etc.),
 - full name of the LOTRIČ group legal entity,
 - a description of the goods and/or services,
 - catalogue code of the goods and/or services,
 - price and currency,
 - quantity and unit of quantity,
 - date of the service and/or delivery of the goods,
 - date on which the invoice is due for payment,
 - other agreed requirements and contracts;
- and, in the case of levy, by a separate presentation:
- the rate of duty (VAT),
 - the value of the duty;
- and, in the case of exemption from duty, a statement and reference to the legal basis for the exemption;
- and, in the case of a customs procedure, additionally (if necessary):
- the origin of the goods (or the Declaration of Preferential Origin),
 - the EU customs tariff nomenclature (KN) and/or TARIC code.

In any case, the pro forma invoice and/or the invoice shall be accompanied by a document (delivery note) proving the supply of the goods and/or the performance of the service.

The pro forma invoice and/or the invoice shall be sent by the supplier to the e-mail address indicated in the contract (on the order form and/or on the website of the LOTRIČ group legal entity and/or otherwise communicated e-mail address).

In event of a defective or incorrect (deviation from contract or agreement) pro forma invoice and/or invoice, LOTRIČ group legal entity shall have the right to reject the invoice. In this case, the payment period shall start from the date on which the supplier sends the corresponding pro forma invoice and/or invoice.

The legal entity of the LOTRIČ group shall settle the invoice within 90 days of completion of delivery, unless otherwise agreed in advance.

The payment date on the invoice shall be consistent with the date of signing the delivery note (or other document confirming the final suitability of the delivered goods and/or performed services) by a representative of the legal entity LOTRIČ and the agreed payment deadline.

If the payment date does not match the date of signing the delivery note, the legal entity of the

LOTRIČ pridrži pravico in izvesti plačilo obveznosti na datum, skladen s prejšnjim odstavkom, brez predhodnega obvestila dobavitelju, pri čemer se dobavitelj odreče kakršnimkoli zahtevkom v povezavi z zamudo plačila obveznosti.

Pravna oseba skupine LOTRIČ lahko ob obvestilu dobavitelju pobota katere koli svoje ali pridobljene terjatve do dobavitelja s terjatvami dobavitelja do pravnih oseb skupine LOTRIČ.

Odjemalec terjatev in/ali dela terjatev do pravne osebe skupine LOTRIČ ne sme brez njenega soglasja prodati, zastaviti ali kakor koli drugače narediti za predmet drugih pravnih poslov do tretjih oseb. Pri tem pravna oseba skupine LOTRIČ soglasja ne bo odklonila brez pojasnila in razumnih razlogov.

LOTRIČ group reserves the right to make the payment on the date in accordance with the previous paragraph, without prior notice to the supplier, whereby the supplier waives any claims in connection with the delay in payment of the obligation.

Upon notification to the supplier, a legal entity of the LOTRIČ group may offset any of its own or acquired claims against the supplier with the supplier's claims against legal entities of the LOTRIČ group.

The assignee of a receivable and/or part of a receivable from a legal entity of the LOTRIČ group shall not sell, pledge, or otherwise make it the subject of other legal transactions with third parties without the consent of the legal entity of the LOTRIČ group. In this regard, the legal entity of the LOTRIČ group shall not refuse consent without explanation and reasonable grounds.

XXIV. ZAUPNOST | CONFIDENTIALITY

Dobavitelj se obvezuje, da bo v postopkih izvedbe storitev/ dobave blaga spoštoval načela poslovne zaupnosti vseh pridobljenih podatkov, varovala lastniške pravice in tajnost vseh podatkov končnih naročnikov in/ali njihovih naročnikov.

Dobavitelj jamči, da bo kot poslovno skrivnost varoval vse podatke, ves čas in še najmanj pet let po koncu poslovnega sodelovanja s pravno osebo skupine LOTRIČ. Poslovna skrivnost se nanaša na celotno osebje dobavitelja (zaposleni, pogodbeno vezano osebje, osebje podizvajalcev, itd.), ki prihaja in/ali lahko pride v stik z zaupnimi podatki.

Dobavitelj se obvezuje, da zaupnih podatkov ne bo posredoval osebam, ki ne delujejo s ciljem in/ali z namenom izpolnitve naročila.

V kolikor posredovanje zaupnih podatkov zahteva zakon, je dobavitelj upravičen posredovati podatke uradnim nadzornim organizacijam v okviru pooblastil, ki jih tem daje zakonodaja.

Na zahtevo pravne osebe skupine LOTRIČ bo dobavitelj nemudoma vrnil vso izvorno dokumentacijo, ki mu je bila med poslovnim sodelovanjem posredovana in bo nemudoma uničil vse morebitne kopije navedene dokumentacije.

The supplier undertakes to respect the principles of business confidentiality of all information obtained while performing services/delivering goods, to protect the property rights and confidentiality of all information of end customers and/or their customers.

The supplier guarantees that it will always protect all data as a trade secret and for at least five years after the end of its business cooperation with the legal entity of the LOTRIČ group. The trade secret applies to all the supplier's personnel (employees, contract staff, subcontractors' personnel, etc.) who come into contact and/or may encounter confidential information.

The supplier undertakes not to disclose confidential information to persons who are not acting with the aim and/or intention of fulfilling the order.

If the disclosure of confidential information is required by law, the supplier is entitled to disclose the information to official supervisory organizations within the scope of their powers granted by law.

At the request of a legal entity of the LOTRIČ group, the supplier shall immediately return all original documentation provided to it during the business cooperation and shall immediately destroy any copies of said documentation.

XXV. SPORI | DISPUTES

Spori strokovno-tehnične narave se rešujejo s sodelovanjem za to zadolženega tehničnega osebja dobavitelja in pravne osebe skupine LOTRIČ.

Disputes of a technical nature shall be resolved through cooperation between the supplier's technical staff responsible for this and the legal entity of the LOTRIČ group.

Vsi drugi spori, ki jih ni mogoče rešiti sporazumno, se rešujejo pred pristojnim sodiščem v državi, kjer se nahaja sedež pravne osebe skupine LOTRIČ.

Vsi spori se rešujejo z uporabo prava v državi, kjer se nahaja sedež pravne osebe skupine LOTRIČ, pri čemer je izrecno izključena uporaba Konvencije Združenih narodov o pogodbah o mednarodni prodaji blaga (CIGS).

All other disputes that cannot be resolved amicably shall be settled before the competent court in the country where the headquarters of the LOTRIČ group legal entity is located.

All disputes shall be settled by applying the law of the country where the headquarters of the LOTRIČ group legal entity is located, whereby the application of the United Nations Convention on Contracts for the International Sale of Goods (CIGS) is expressly excluded.

XXVI. NEODVISNOST, POŠTENOST, NEDISKRIMINATORNOST, NEPRISTRANSKOST | INDEPENDENCE, FAIRNESS, NON-DISCRIMINATION, IMPARTIALITY

Dobavitelj mora biti organiziran tako, da je stalno zmožen vzdrževati in vedno oceniti svojo poslovno poštenost, nepristranskost, nediskriminatornost in neodvisnost, ter je osredotočen na zahteve zakonodaje in/ali standardizacije in/ali naročnika.

Dobavitelj mora biti neodvisen oziroma finančno samostojen pri poslovanju z naročniki oziroma vsemi deležniki, kar dokazuje z elementi poslovnega obnašanja.

Nepristranskost, neodvisnost, nediskriminatornost in poštenost morajo biti zaveza najvišjega vodstva dobavitelja in s tem celotnega osebja dobavitelja, za razvoj dolgoročnih partnerskih odnosov z naročnikom.

Vsi naročniki dobavitelja morajo biti obravnavani enako (nediskriminatorno) in morajo imeti enake pravice in možnosti do storitev in blaga, ki jih ponuja dobavitelj.

The supplier shall be organised in such a way that it is able to maintain and assess its business integrity, impartiality, non-discrimination and independence at all times, and shall focus on the requirements of legislation and/or standardisation and/or the customer.

The supplier shall be independent or financially independent in its dealings with customers or all stakeholders, as evidenced by elements of business conduct.

Impartiality, independence, non-discrimination, and fairness shall be the commitment of the supplier's top management and thus of the entire supplier's staff for the development of long-term partnerships with the customer.

All customers of the supplier shall be treated equally (non-discriminatory) and shall have equal rights and opportunities to the services and goods offered by the supplier.

XXVII. PRAVNO OBVESTILO | LEGAL NOTICE

Vsi podatki/ slike/ grafike/ listine/ itd, ki jih dobavitelj prejme posredno ali neposredno od pravne osebe skupine LOTRIČ, so zaščiteni z zakonodajo o avtorskih in sorodnih pravicah in jih ni dovoljeno kopirati in/ali uporabljati brez predhodnega pisnega soglasja pravne osebe skupine LOTRIČ, razen če je drugače predhodno dogovorjeno in/ali zapisano na njih.

Blagovne znamke in logotipi pravnih oseb skupine LOTRIČ so zaščitene in so izključna last pravne osebe skupine LOTRIČ.

Vsako razmnoževanje, posredovanje ali uporaba brez predhodnega pisnega dovoljenja pravne osebe skupine LOTRIČ je prepovedana.

Blagovne znamke, ki jih zastopa skupina LOTRIČ, so prav tako zaščitene in so predmet zaščitnih pravic lastnika blagovne znamke.

All data/images/graphics/documents/etc. that the supplier receives directly or indirectly from a legal entity of the LOTRIČ group are protected by copyright and related rights legislation and may not be copied and/or used without the prior written consent of the legal entity of the LOTRIČ group, unless otherwise agreed in advance and/or stated on them.

The trademarks and logos of the legal entities of the LOTRIČ group are protected and are the exclusive property of the legal entities of the LOTRIČ group.

Any reproduction, distribution, or use without the prior written permission of the LOTRIČ group legal entity is prohibited.

The trademarks represented by the LOTRIČ group are also protected and are subject to the trademark owner's protective rights.

XXVIII. KONČNE DOLOČBE | FINAL PROVISIONS

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

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

Katja Lotrič Kejžar
prokuristka | *Procurator*
LOTRIČ Metrology Ltd.

Maja Brelih Lotrič
direktor | *CEO*
PSM Merilni sistemi d.o.o.

Mitja Lotrič
direktor | *CEO*
LOTRIČ Certification Ltd.



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