

## SPLOŠNI POGOJI POSLOVANJA | **GENERAL TERMS and CONDITIONS**

### UVODNE DOLOČBE | *INTRODUCTORY PROVIDIONS*

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

Splošni pogoji poslovanja so sestavni del ponudb in pogodb oziroma dogovorov, ki so sklenjeni med naročnikom in pravno osebo skupine LOTRIČ ter se nanašajo na vsako naročilo (ponudba, predračun, naročilo, spletno naročilo, pogodba, itd.). Z vstopom v pravno poslovno razmerje s pravno osebo skupine LOTRIČ – za vstop v pravno poslovno razmerje se štejejo sprejem ponudbe, izdaja in/ali potrditev naročila, spletno naročilo, 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 pravno osebo skupine LOTRIČ uporablja izključno pogodba in predmetni splošni pogoji ali drugi splošni pogoji poslovanja - morebitni dodatki k splošnim pogojem poslovanja skupine LOTRIČ, oziroma spremembe ali dopolnitve splošnih pogojev.

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

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

Naročnik je na splošne pogoje opozorjen z besedilom 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 LOTRIČ Metrology group. (hereinafter the LOTRIČ group), where the other party is involved (hereinafter the customer). The General Terms and Conditions apply to all legal entities within the LOTRIČ group as defined in the header of this document.*

*The General Terms and Conditions are an integral part of the offers and contracts, or agreements concluded between the customer and the legal entity of the LOTRIČ group and relate to each order (offer, proforma invoice, purchase order, online order, contract, etc.). By entering a legal business relationship with the legal entity of the LOTRIČ group – the acceptance of an offer the issue and/or confirmation of a proforma invoice, an online order, the conclusion of a contract or an agreement (all hereinafter the contract) – it is considered that the customer explicitly agrees with these General Terms and Conditions and fully agrees with them. The customer also explicitly acknowledges that all legal relations between it and legal entity of the LOTRIČ group 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 LOTRIČ Group, or changes or amendments to the general terms.*

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

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

*The customer is reminded of The General Terms and Conditions by the text of the contract. This is considered that The General Terms and Conditions are known to the customer, by concluding the contract, the customer declares that he has read The General Terms and Conditions and is fully acquainted with them. Ignorance of them 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, ter določajo 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 pravne osebe skupine LOTRIČ. Veljavnost spremenjenih splošnih pogojev poslovanja je z dnem izdaje oziroma z dnem objave na spletni strani pravne osebe skupine LOTRIČ. Splošni pogoji poslovanja so del dokumentacije Poslovnika kakovosti.

*The General Terms and Conditions determine the rights and obligations of both parties to the contract and determine the manner, content and terms of business and form 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 legal entity of the LOTRIČ group website. The amended General Terms and Conditions are valid on the day of issue or on the day of publication on legal entity of the LOTRIČ group 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 proizvod se vse stroške, ki jih ima pravna oseba skupine LOTRIČ v zvezi s storitvijo/ proizvodom, zaračuna naročniku.

Cena za opravljeno storitev/ proizvod se določi na podlagi:

- cene storitve/ proizvoda po veljavnem ceniku pravne osebe skupine LOTRIČ (v nadaljevanju cenik) oziroma dogovorjene cene za storitev/ proizvod,
- porabe časa za izvedbo storitev z upoštevanjem cene urne postavke po ceniku, oziroma dogovorjene cene za uro.

Cena storitve/ proizvoda po ceniku ne vključuje potnih, transportnih in ostalih stroškov, ki so neposredno in/ali posredno povezani s storitvijo/ proizvodom, razen takrat, ko je to izrecno pisno dogovorjeno v pogodbi. Cene storitve/ proizvoda so prikazane skladno z nacionalno zakonodajo, pri čemer je jasno opredeljeno ali cena vključuje DDV.

*For the performed service and/or product, all costs incurred for the legal entity of the LOTRIČ group in connection with the service / product are charged to the customer.*

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

- *the price of the service/ product according to the valid legal entity of the LOTRIČ group pricelist (hereinafter pricelist) or the agreed price for the service/ product,*
- *the time taken for carry out the services, considering the hourly rate in the pricelist, or the agreed price per hour.*

*The pricelist of the service/ product does not include travel, transport and other costs directly and/or indirectly related to the service/ product, except where expressly agreed in writing in the contract. The prices of the service/ product are shown in accordance with national legislation, clearly specifying whether the price includes VAT.*

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

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

*In the 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 customer - unforeseen additional works.*

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

Pravna oseba skupine LOTRIČ se zavezuje k veljavnosti ponudbe ali predračuna za čas, ki je naveden v ponudbi ali na predračunu. Če rok ni

*The legal entity of the LOTRIČ group undertakes to validate the offer or proforma invoice for the period stated in the offer or proforma invoice. If no time limit is*

naveden, je rok veljavnosti ponudbe ali predračuna za proizvode 15 dni, in za storitve 30 dni.

*specified, the validity period of the offer or proforma invoice shall be 15 days for products and 30 days for services.*

## V. PRIČETEK IZVEDBE STORITEV | START of the SERVICES

Naročilo je sprejeto takrat, ko naročnik pisno ali ustno poda strinjanje z izvedbo storitve/ proizvoda, ali če iz drugih okoliščin zagotovo izhaja strinjanje naročnika z izvedbo storitve/ proizvodom. Pravna oseba skupine LOTRIČ v najkrajšem možnem času naročnika obvesti o možnosti izvedbe storitve/ proizvoda.

*An order is accepted when the customer agrees in writing or orally to the performance of the service/ product, or when other circumstances indicates that the customer agrees to the performance of the service/ product. The legal entity of the LOTRIČ group shall inform the customer as soon as possible of the possibility to perform the service/ product.*

Za specifične storitve (na primer certificiranje, zakonske overitve/ kontrole, itd.), kjer se s strani zakonodaje in/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.

*For specific services (e.g., certification, legal verification/ inspection, etc.) where legislation and/or standardisation 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 POGODBE | TERMINATION or REFUSAL of CONTRACT

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

*In the event of termination or refusal of performance by the customer, the customer shall be obliged to pay the costs for everything that has been performed up to the time of cancellation and any other costs arising directly and/or indirectly from the cancellation of the order.*

V primeru prekinitve ali nezmožnosti izvedbe naročene storitve/ proizvoda pravna oseba skupine LOTRIČ o tem obvesti naročnika in navede razloge in okoliščine, zaradi katerih je bila sprejeta taka odločitev.

*In the event of interruption or inability to perform the ordered service/ product, the legal entity of the LOTRIČ group informs the customer thereof, stating the reasons and circumstances which led to such a decision.*

## VII. IZVRŠLJIVOST POGODBE | IMPLEMENTABILITY of THE CONTRACT

Če zaradi lastnosti instrumenta/ merila/ naprave/ aparata/ stroja/ materiala/ vozila/ itd. (v nadaljevanju vzorec) v popolnosti ni mogoče izvršiti pogodbe, je naročnik dolžan plačati stroške, ki so že nastali.

*If the characteristics of the instrument/ measure/ device/ apparatus/ machine/ material/ vehicle/ etc. (hereinafter the sample) make it impossible to perform the contract in full, the customer shall be obliged to pay the costs already incurred.*

## VIII. ODPSTOP od POGODBE | CONTRACT WITHDRAWAL

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

*The customer shall have the right to withdraw from the contract at any time but shall bear all costs incurred up to that time and any damage resulting from failure to carry out the planned work during the remainder of the contract.*

Pravna oseba skupine LOTRIČ ima pravico od pogodbe odstopiti, kadar naročnik ne izpolnjuje obveznosti iz pogodbe, vendar naročnika pred tem opomni na

*The legal entity of the LOTRIČ group shall have the right to withdraw from the contract in the event of non-compliance by the customer with its obligations under the contract but shall first remind the customer*

nepravilnosti in mu da primeren čas, da te nepravilnosti odpravi. Po izvedbi vseh potrebnih sprememb, se dela po pogodbi ponovno vzpostavijo.

*of the non-compliance and give him a reasonable period to remedy the non-compliance. After all necessary changes have been made, the work under the contract shall be reinstated.*

#### IX. UPORABA in IZDAJA LISTIN | USE and ISSUE of CHARTERS

Certifikat o kalibraciji/ preskusu/ pregledu/ itd, Potrdilo o skladnosti, Poročilo o kontroli/ overitvi/ kvalifikaciji/ validaciji/ itd, Izjava o skladnosti, Garancijski list, itd. (v nadaljevanju listina) se sme uporabljati zgolj za namene, za katere je bila listina izdana in se sme 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.

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

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

*When carrying out inspections for the purpose of legal verifications, the Verification/ Inspection report shall be sent at the express request of the customer against payment or where required by law.*

#### X. UPORABA ZNAKOV in PODATKOV | USE of SIGNS and DATA

Uporaba znaka blagovne znamke LOTRIČ Metrology in/ali ostalih znamk ali znakov skupine LOTRIČ in/ali posamezne pravne osebe skupine LOTRIČ ni dovoljena v nobenem primeru, brez predhodnega dovoljenja skupine LOTRIČ in/ali pravne osebe skupine LOTRIČ.

*The use of the LOTRIČ Metrology trademark and/or other trademarks or logos of the LOTRIČ group and/or legal entity of the LOTRIČ group is not permitted under any circumstances without the prior permission of LOTRIČ group and/or of the legal entity of the LOTRIČ group.*

Registracija in/ali vpis podatkov v dokumente pravne osebe skupine LOTRIČ (spletne in druge aplikacije, vloge, obrazci, itd.) je nujna in je namenjena izključno za pravilno izvajanje storitev/ proizvodov. Pravna oseba skupine LOTRIČ ne bo nikoli posredovala, prodala, dala v najem ali kako drugače trgovala s podatki naročnikov, razen s pisnim pooblastilom lastnika podatkov.

*Registration and/or entry of data in the documents of legal entity of the LOTRIČ Group (web and other applications, forms, etc.) is necessary and is intended solely for the proper implementation of the services/ products. The legal entity of the LOTRIČ group will never transfer, sell, rent, or otherwise trade the data of the subscribers, except with the written authorization of the data owner.*

Naročnik je dolžan preveriti pravilnost podatkov na listinah, računih ali drugih izdanih dokumentih ter o morebitnih napakah najkasneje v 8 delovnih dneh obvesti pravno osebo skupine LOTRIČ. Kasneje podanih ugovorov glede pravilnosti podatkov pravna oseba skupine LOTRIČ ni dolžna upoštevati oziroma stroške povezane z izdajo novega dokumenta lahko zaračuna naročniku.

*The customer is obliged to verify the correctness of the information on the Charters, invoices or other issued documents and to inform the legal entity of the LOTRIČ group of any errors within 8 working days at the latest. Legal entity of the LOTRIČ group shall not be obliged to consider any subsequent objections regarding the correctness of the data or may charge the customer for the costs associated with the issue of a new document.*

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

Pravna oseba skupine LOTRIČ je organizirana tako, da je stalno zmožna vzdrževati in vedno oceniti svojo poslovno poštenost, nepristranskost, nediskriminatornost in neodvisnost, ter je osredotočena na zahteve zakonodaje in/ali standardizacije in/ali naročnika.

Pravna oseba skupine LOTRIČ je neodvisna oziroma finančno samostojna pri poslovanju z naročniki oziroma vsemi deležniki, kar dokazuje z elementi poslovnega obnašanja: sistemom vodenja s poslovníkom kakovosti, cenikom, opravično sposobnostjo, letnimi plani in svojo filozofijo delovanja z vsemi elementi in dokumentacijo.

Dolgoročno sodelovanje z vsemi deležniki temelji na elementih filozofije in strategije, kot so: vrednote, vizija, poslanstvo in določila etičnega kodeksa. Nepristranskost, neodvisnost, nediskriminatornost in poštenost so zaveza najvišjega vodstva skupine LOTRIČ in s tem celotnega osebja vsake pravne osebe skupine LOTRIČ.

Z nepristranskim delovanjem in strokovnostjo celotnega osebja skupine LOTRIČ, se ustvarja zaupanje naročnikov, s katerimi skupina LOTRIČ razvija dolgoročne partnerske odnose.

Skupina LOTRIČ stalno ocenjuje tveganja za nepristranskost odločanja, nepristranskost laboratorijskih aktivnosti in kakovost proizvodov.

Tveganja so opisana, ocenjena je njihova pomembnost in trenutno stanje. Sprejeti so ukrepi za zmanjševanje prepoznanih tveganj oziroma vse potrebno za preprečitev nastanka nepristranskosti.

Vsi naročniki so obravnavani enako (nediskriminatorno) in imajo enake pravice in možnosti do storitev/proizvodov skupine LOTRIČ.

*The legal entity of the LOTRIČ group is organized in such a way to constantly maintain and assess its business fairness, impartiality, non-discrimination, and independence, and is focused on the requirements of legislation and/or standardisation and/or of the customer.*

*The legal entity of the LOTRIČ group is independent and financially autonomous in dealing with customers and stakeholders, as proven by the elements of business conduct: Quality management system with Quality Manual, pricelist, operational capacity, annual plans, and its philosophy with all elements and documentation.*

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

*Through the impartial operation and expertise of the entire staff, LOTRIČ group creates the trust of its customers, with whom it develops long-term partnerships.*

*LOTRIČ group continuously assesses the risks to impartiality of decision-making, impartiality of laboratory activities and products quality.*

*The risks are described, their significance and the current situation assessed. Actions are taken to mitigate the identified risks or to take all necessary steps to prevent the occurrence of impartiality.*

*All customers are treated equally (non-discriminatory) and have the same rights and possibility to LOTRIČ group services/ products.*

## XII. ZAUPNOST | CONFIDENTIALITY

Pravna oseba skupine LOTRIČ se obvezuje, da bo v postopkih izvedbe storitev/ proizvoda spoštovala načela poslovne zaupnosti vseh pridobljenih podatkov, varovala lastniške pravice in tajnost vseh informacij naročnika in/ali njihovih naročnikov.

V kolikor posredovanje zaupnih podatkov zahteva zakon, je pravna oseba skupine LOTRIČ upravičena posredovati podatke uradnim

*The legal entity of the LOTRIČ group undertakes to respect the principles of commercial confidentiality of all information obtained, to protect the proprietary rights and confidentiality of all information of the customer and/or their customers in carrying out services/ products.*

*Insofar as the disclosure of confidential data is required by law, the legal entity of the LOTRIČ group shall be entitled to disclose the data to official*

nadzornim organizacijam v okviru pooblastil, ki jih tem daje zakonodaja.

*supervisory organizations within the scope of the powers to conferred on them by law.*

### XIII. ODPRTOST | OPENNESS

Pravna oseba skupine LOTRIČ zagotavlja odprtost in pravočasen dostop do ustreznih informacij o svojih storitvah/ proizvodih, ki so na zahtevo dostopne naročnikom.

*The legal entity of the LOTRIČ group shall ensure open and timely access to relevant information on its services/ products, which shall be made available to customers on request.*

V kolikor zakonodaja in/ali standardizacija zahtevata odprtost in dostop do informacij o storitvah/ proizvodih za ostalo zainteresirano javnost, bo pravna oseba skupine LOTRIČ to zagotovila v skladu z omejitvami, ki so predpisane oziroma zahtevane.

*To the extent that legislation and/or standardisation requires openness and access to information on services/ products for other interested public, the legal entity of LOTRIČ group will ensure this in accordance with the limits prescribed or required.*

### XIV. ODGOVORNOST | RESPONSIBILITY

Pravna oseba skupine LOTRIČ odgovarja naročnikom za škodo, če ta nastane kot posledica napake pravne osebe skupine LOTRIČ (razen majhne malomarnosti, opredeljene v Obligacijskem zakoniku) in ima zavarovanje za škodne primere in odgovornost.

*The legal entity of the LOTRIČ group shall be liable to the customers for damage if such damages arise because of a fault of the legal entity of LOTRIČ group (apart from Slight negligence as defined in the Code of Obligations) and shall be insured for claims and liability.*

Pravna oseba skupine LOTRIČ ne prevzema odgovornosti za delo, ki ni bilo opravljeno s strani pravne osebe skupine LOTRIČ in/ali pod nadzorom pravne osebe skupine LOTRIČ, in ne odgovarja za nastalo škodo v primerih, ko se rezultati/ rešitve/ podatki/ listine/ izjave/ proizvodi/ itd. uporabljajo v druge namene, kot za katere so bili izdani/ izdelani in/ali se ne uporabljajo skladno z navodili.

*The legal entity of LOTRIČ group shall not be liable for work not carried out by and/or under the supervision of the legal entity of the LOTRIČ group and shall not be liable for damages in cases where the results/ solutions/ data/ charters/ declarations/ etc. are used for purposes other than those for which they were issued / produced and/or are not used in accordance with the instructions.*

Naročnik lahko izdane listine uporabi samo v obsegu veljavnosti, ki ga določi pravna oseba skupine LOTRIČ, in na način, da ne bo škodoval ugledu skupine 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.

*The customer may use the issued Charters only within the scope of validity determined by the legal entity of the LOTRIČ group and in such a way as not to damage the reputation of the LOTRIČ group or undermine public confidence. The customer undertakes not to misuse the issued Charters and to prevent misleading or incorrect information being given about the Charters.*

Če se v dokumentaciji ali kakršnih koli drugih obvestilih za javnost ugotovi napačno sklicevanje na, s strani pravne osebe skupine LOTRIČ izdane listine, zavajajoča uporaba licenc, certifikatov ali kakršnih koli drugih mehanizmov za označevanje, da je storitev/ proizvod certificiran oziroma potrjen, pravne osebe skupine LOTRIČ dejanje naročnika resno obravnavajo in sprejmejo ustrezne ukrepe, kot so poziv k preklicu izjave/ objave in/ali opravičilo in/ali celo korektivne ukrepe v smislu preklica listine in/ali začasnega odvzema pravic sklicevanja ali uporabe.

*If any incorrect reference to Charters issued by legal entity of the LOTRIČ group, misleading use of licenses, Charters or any other mechanisms to indicate that the service/ product is certified or verified is found in the documentation or any other press release, the legal entity of the LOTRIČ group shall take the action of the customer seriously and take appropriate actions, such as a call for revocation of a statement/ publication and/or an apology and/or even corrective action in terms of revocation of the Charter and/or suspension of the rights of reference or use.*

Pravna oseba skupine LOTRIČ ne prevzema odgovornosti za dele, ki so dobavljeni s strani drugega proizvajalca in za skrite napake na delih proizvoda, ki so bili kupljeni na trgu. Za morebitno škodo, ki bi nastala zaradi napak teh delov ne prevzema nikakršnih stroškov.

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

Naročnik mora o napaki pri izpolnitvi naročila obvestiti pravno osebo skupine LOTRIČ najkasneje v roku 15 dni od dneva sprejema izpolnitve.

V primeru nezadovoljstva naročnika z odločitvijo in/ali izdano listino in/ali opravljeno storitvijo/ dobavljenim proizvodom pravne osebe skupine LOTRIČ, je možna pritožba/ reklamacije, ki jo naročnik posreduje v pisni obliki skupaj z dokumentom, ki dokazuje njegov nakup, v roku 15 dni od opravljene storitve/ dobavljenega proizvoda. Ustne pritožbe/ reklamacije se sprejemajo samo na sedežu pravnih oseb skupine LOTRIČ, o čemer se sestavi pisni zapisnik.

Pritožbe/ reklamacije se obravnava in rešuje v najkrajšem možnem času v skladu s sistemom vodenja, 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.

Pravna oseba skupine LOTRIČ do naročnikov ni zavezana za upoštevanje in reševanje pritožb/ reklamacij po preteku navedenih rokov.

*The legal entity of the LOTRIČ group shall not be liable for parts supplied by another manufacturer and for hidden defects in parts of the product purchased on the market. It shall not be liable for any damages resulting from defects in these parts.*

*The legal entity of the LOTRIČ group shall not be liable for damages resulting from unforeseeable circumstances, and risks caused and/or assumed by the customer prior to execution.*

*The customer must notify the legal entity of the LOTRIČ group of the error in the fulfilment of the order, no later than 15 days from the day of acceptance of the fulfilment.*

*In case of dissatisfaction of the customer with the decision and/or issued Charter and/or provided service/ supplied product by the legal entity of the LOTRIČ group, a complaint/ grievance may be lodged by the customer in writing, together with the document evidencing their purchase, within 15 days from the date of the service provided/ product delivered. Oral complaints/ grievance shall be accepted only at the headquarters of the legal entity of the LOTRIČ group, and a written record shall be drawn up.*

*Complaints/ grievances shall be handled and resolved as soon as possible in accordance with the Quality management system, the procedures for managing non-conformities at work, and a written replay with explanation shall be prepared for the complainant. If the defect is identified later (latent defect), and the defect is significant and clearly not due to the conduct of the customer, the customer shall lodge a complaint within 8 days of discovery, or, in the case of commercial arrangements, immediately upon discovery.*

*Legal entity of the LOTRIČ group is not obliged to consider and resolve complaints/ grievances after the expiry of the aforementioned time limits.*

## XV. 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.*

## XVI. ROK IZPOLNITVE | DEADLINE for COMPETING

Rok izpolnitve je odvisen od zahtevnosti in obsega naročila, ter od razpoložljivosti virov pravne osebe skupine LOTRIČ. Rok izpolnitve je predmet dogovora pri sklenitvi pogodbe. Čas

*The deadline for completing depends on the complexity and scope of the order, and the availability of resources of the legal entity of the LOTRIČ group. The deadline is subject of an agreement when*

izpolnitve naročila se šteje od trenutka, ko so izpolnjeni vsi pogoji, postavljeni s strani pravne osebe skupine LOTRIČ.

*concluding the contract. The deadline is counted from the moment when all conditions are set by the legal entity of the LOTRIČ group.*

## XVII. POGOJI PLAČILA | TERMS of PAYMENT

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

*The customer 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 is transferred on transaction account of the legal entity of the LOTRIČ group.*

Če se naročnik z višino obveznosti ne strinja, mora v danem roku plačati nesporen del, o razlogih neplačila spornega dela pa pisno obvestiti pravno osebo skupine LOTRIČ.

*If the customer disagrees with the amount of the obligation, they shall pay the undisputed part within the given deadline and in writing inform legal entity of the LOTRIČ group about the reasons for non-payment of the disputed work.*

Zavrnitev računa s strani naročnika ne vpliva na njegovo obveznost do plačila računa.

*The rejection of the invoice by the customer does not affect his obligation to pay the invoice.*

V primeru zamude plačila si pravna oseba skupine LOTRIČ pridržuje pravico zaračunati zakonite zamudne obresti. Če naročnik ne plača obresti, pravna oseba skupine LOTRIČ iz plačanega zneska najprej pokrije obresti, nato del zneska računa.

*In the event of late payment, legal entity of LOTRIČ group reserves the right to charge statutory default interest. If the customer does not pay interest, the legal entity of LOTRIČ group first covers the interest from the amount paid, and then part of the invoice amount.*

Pravna oseba skupine LOTRIČ lahko v določenih primerih od naročnika zahteva predplačilo in/ali delno predplačilo, in/ali polno plačilo pred izdajo listine in/ali dobavo proizvoda, o čemer vnaprej obvesti naročnika.

*In certain cases, a legal entity of the LOTRIČ group may request advance and/or partial advance payment from the customer, and/or full payment prior to the issuance of the document and/or delivery of the product, by notifying the customer in advance.*

Če mora pravna oseba skupine 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 pravna oseba skupine LOTRIČ zahteva vnaprejšnjo izpolnitev obveznosti naročnika.

*If, in accordance with the agreement, the legal entity of the LOTRIČ group is the first to fulfil its obligation, and the financial conditions of the customer become such that it is uncertain whether the customer will be able to fulfil his obligation, the legal entity of the LOTRIČ group may demand prior fulfilment of the customer's obligations.*

Če naročnik te obveznosti ne izpolni v roku 8 dni po izdani zahtevi, lahko pravna oseba skupine LOTRIČ odstopi od pogodbe.

*If the customer does not fulfil this obligation within 8 days after the request is issued, the legal entity of the LOTRIČ group may withdraw from the contract.*

## XVIII. SPORI | DISPUTES

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

*Disputes of a professional-technical nature shall be resolved through the cooperation of the technical staff of the customer 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.

*All other disputes which cannot be settled by mutual agreement shall be settled before the court with jurisdiction in the county where headquarter of the legal entity of the LOTRIČ group is located.*

## XIX. GARANCIJA | WARRANTY

Proizvodi imajo garancijo, ki je določena na garancijskem listu in/ali računu.

Garancija za proizvode je veljavna le ob upoštevanju vseh navodil za uporabo in/ali pravilnem rokovanju s proizvodom.

Za storitve, kjer garancija običajno ni določena z garancijskim listom in/ali računom, velja garancijska doba šestih mesecev.

Garancija velja le za opravljene storitve in/ali vgrajene rezervne dele, ki so bili zaračunani s strani pravne osebe skupine 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.

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

*The products have a warranty specified on the warranty or invoice.*

*The warranty on the products is valid only if all instructions for use and/or proper handling of the product are followed.*

*For services where the warranty is normally not specified with warranty and/or invoice, the warranty period is six months.*

*The warranty applies only to services provided and/or spare parts installed, which have been invoiced by the legal entity of the LOTRIČ group. In any case, the warranty does not apply to consumables and/or parts subject to wear and tear and/or for which the manufacturer prescribes periodic maintenance with replacement of these parts.*

*The warranty may be invoked by the customer within 8 days of the occurrence of the defect at the latest by means of a written document stating the reasons for invoking the warranty.*

## XX. VRAČILO PROIZVODA | RETURN of the PRODUCT

Naročnik lahko vrne proizvod v nespremenjeni količini, nerabljen in nepoškodovan (kar velja tudi za vso embalažo in spremno dokumentacijo) v roku 14 dni od prejema proizvoda, po pošti ali ga osebno odda na lokacijo pravne osebe skupine LOTRIČ.

Pravna oseba skupine LOTRIČ vrne naročniku kupnino v enakem znesku kot je bilo opravljeno plačilo (vključujoč vse morebitne popuste in DDV) v 14 dneh od prejema proizvoda in potrditve stanja iz prejšnje alineje.

Stroški pošiljanja, dostave ali drugi stroški povezani z ugotavljanjem stanja in/ali vračilom proizvoda v celoti bremenijo naročnika.

*The customer may return the product in unchanged quantity, unused and undamaged (including all packaging and supporting documentation) within 14 days of receipt of the product, by post hand-delivery to the location of a legal entity of the LOTRIČ group.*

*The legal entity of the LOTRIČ group shall return the purchase price to the customer in the same amount as the payment made (including any discounts and VAT) within 14 days of receipt of the product and confirmation of the status referred to in the previous indent.*

*Shipping, delivery or other costs related to the condition and/or return of the product shall be borne entirely by the customer.*

## XXI. PRAVNO OBVESTILO | LEGAL NOTICE

Vsi podatki/ slike/ grafike/ listine/ itd, ki jih naročnik 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 in/ali, blagovnih znamk, ki jih zastopa skupina LOTRIČ, so zaščite.

*All data/ pictures/ graphics/ Charters/ etc. received by the customer directly or indirectly from the 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 previously agreed and/or stated on them.*

*The trademarks and logos of the legal entity of the LOTRIČ group and/or the trademarks companies represented by the LOTRIČ group are protected.*

**XXII. SPECIFIČNI POGOJI POSLOVANJA | SPECIFIC TERMS and CONDITIONS****Pogoji veljavnosti storitve | Terms of service validity**

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

Če ima vzorec možnost naravnavanja s strani uporabnika, veljajo rezultati navedeni v listinah zgolj v primeru pravilno izvršenega naravnavanja, za kar mora poskrbeti uporabnik.

Listine, ki so izdane v elektronski obliki so podpisane elektronsko, z veljavnim elektronskim podpisom, kar je razvidno na samem dokumentu.

Naročnik prejme obvestilo o prevzemu elektronske listine preko unikatne povezave v spletno aplikacijo, v kateri si lahko v naslednjih 60-tih dneh prenese/ natisne/ itd. listine. Dostop do listin je stalno omogočen tudi preko spletnega dostopa v MeOL-u, s pomočjo uporabniškega imena in gesla, katera pridobi pri pravni osebi skupine LOTRIČ.

Veljavnost elektronskih verzij listin, ki se jih natisne, se lahko vedno preveri v elektronski obliki listine, ki jo trajno hrani pravna oseba skupine LOTRIČ.

Pravne osebe skupine LOTRIČ na listinah ne uporabljajo žiga, tako da listine v nobenem primeru niso žigosane.

Listine so izdane v uradnem lokalnem jeziku pravne osebe skupine LOTRIČ, v večini primerov s prevodom v angleški jezik, razen če je drugače dogovorjeno z naročnikom. Pravna oseba skupine LOTRIČ si pridržuje pravico zaračunati strokovni prevod v tuji jezik, o čemer predhodno obvesti naročnika.

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

*If the sample 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.*

*Charters issued in electronic form are signed electronically, with a valid electronic signature, which is visible on the document itself.*

*The customer receives a notification of receipt of the electronic Charter via a unique link to the web application, where the user can download/ print/ etc. the Charters within the next 60 days. Access to the Charters is also permanently available via the online access in MeOL, using a username and password obtained from the legal entity of the LOTRIČ Group.*

*The validity of electronic versions of Charters printed out can always be verified in the electronic form of the document permanently kept by the legal entity of the LOTRIČ group.*

*The legal entities of the LOTRIČ group do not use a stamp on their Charters, so in any case the Charters are not stamped.*

*Charters are issued in the official local language of the legal entity of the LOTRIČ group, in most cases with an English translation, unless otherwise agreed with the customer. The legal entity of the LOTRIČ group reserves the right to charge for professional translation into a foreign language, subject to prior notification to the customer.*

**Pogoji veljavnosti skladnosti proizvodov | Terms of validity of product conformity**

Proizvodi blagovne znamke LOTRIČ Metrology so podvrženi ugotavljanju skladnosti (postopek certifikacije) z zahtevami nacionalne/ regionalne zakonodaje in/ali standardizacije.

V kolikor želi uporabnik proizvod kasneje predelati/ dodelati/ zamenjati dele proizvoda/ itd. (v nadaljevanju spremeniti proizvod), mora izdelati oceno tveganja in/ali ponovno ugotavljanje skladnosti proizvajalca.

V primeru spremembe proizvoda s strani uporabnika in/ali tretje osebe, pravna oseba skupine LOTRIČ ne prevzema več nikakršne

*LOTRIČ Metrology brand products are subject to conformity assessment (certification procedure) to the requirements of national/ regional legislation and/or standardisation.*

*If the user wishes to subsequently rework/ refurbish/ replace parts of the product/ etc. (hereinafter the modified product), a risk assessment and/or a new conformity assessment by the manufacturer must be carried out.*

*In the event of modification of the product by the user and/or a third party, the legal entity of the LOTRIČ group shall no longer assume any*

odgovornosti za skladnost tako spremenjenega proizvoda, razen za dele proizvoda, ki niso bili spremenjeni in/ali za dele na katere se sprememba ni nanašala in/ali kakor koli vplivala.

*liability for the conformity of the modified product, except for the parts of the product which have not been modified and/or for the parts which have not been affected or influenced in any way by the modification.*

#### Cena storitve / proizvoda | *Price of the service / product*

Cene kalibracij/ preskušanj/ kontrol/ overitev/ kvalifikacij/ pregledov/ validacij/ certificiranj/ itd. ali drugih meritev (v nadaljevanju pregled ali postopek) ne vključujejo morebitnih potrebnih naravnavanj/ popravil/ predpriprave/ priprave/ vzorčenja/ itd. (v nadaljevanju *pred-priprava*) in/ali ne vključuje stroškov prevoza/ prevoznih dajatev/ cestnin/ prevzema / dostave / nočitev/ itd, razen če je to opredeljeno v ponudbi in/ali v pogodbi.

*The prices of calibrations/ tests/ inspection/ verification/ qualifications/ examinations/ validations/ certifications/ etc. or other measurements (hereinafter the examination or procedure) shall not include any necessary adjustments/ repairs/ pre-conditioning/ preparation/ sampling/ etc. (hereinafter the pre-preparation), and/or shall not include transport costs/ shipping fees/ tolls/ pickup / delivery / accommodation/etc., unless specified in the offer and/or in the contract.*

V primeru, da se med pregledom izkaže, da je potrebno vzorec pred-pripraviti, se naročniku zaračuna ponovni pregled vzorca, o čemer se pravna oseba skupine LOTRIČ predhodno posvetuje z naročnikom o dodatnih stroških oziroma o povečanju cene.

*If during the examination turns out that the sample needs to be pre-prepared, the customer shall be charged for the re-examination of the sample, whereupon the legal entity of the LOTRIČ group shall consult the customer in advance on the additional costs or the increase in price.*

Cena proizvoda ne vključuje stroškov prevoza/ prevoznih ali drugih dajatev/ carine/ dostave/ postavitve/ montaže/ šolanja/ usposabljanja/ itd, razen če je to posebej opredeljeno v ponudbi in/ali pogodbi.

*The price of the product shall not include the costs of transport/ shipping or other fees/ customs/ delivery/ installation/ assembly/ training/ etc., unless specifically indicated in the offer or contract.*

#### Specifična naročila | *Specific orders*

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

*When ordering a service, the customer may order specific services, which may be accredited or non-accredited:*

- kalibracija/ preskus/ kontrola/ kvalifikacija/ pregled/ validacija/ meritev/ ovrednotenje/ itd. (izda se: Certifikat/ poročilo o kalibraciji/ preskusu/ kontroli/ kvalifikaciji/ pregledu/ validaciji/ meritvi/ ovrednotenju/ itd.);

- *calibration/ test/ inspection/ qualification/ examination/ validation/ measurement/ evaluation/ etc. (shall be issued: certificate/ report of calibration/ test/ inspection/ qualification/ examination/ validation/ measurement/ evaluation/ etc.);*

ali v primeru, ko se merilo uporablja v zakonske namene in hkrati obstaja veljavna odobritev tipa merila in pravilnik o meroslovnih značilnostih:

*or where the instrument is legal use and there is a valid instrument type approval and metrology regulation in place at the same time:*

- zakonska overitev (merilo se označi z nacionalnimi overitvenimi oznakami in/ali naročnik lahko naroči Potrdilo o skladnosti);

- *legal verification (the instrument is marked with national verification marks and/or the customer may order Certificate of conformity);*

ali v primeru, ko se za proizvod zahteva ugotavljanje skladnosti in je certifikacijski organ pravne osebe skupine LOTRIČ priglasi (pooblaščen) za ugotavljanje skladnosti te vrste proizvodov:

*or where the product requires conformity assessment and the certification body of a legal entity of the LOTRIČ group is notified (authorized) for conformity assessment of this type of products:*

- ugotavljanje skladnosti/ certifikacija proizvoda (izda se: Certifikat o skladnosti);

- *conformity assessment/ certification of the product (shall be issued: Type approval certificate);*

ali v primeru, ko je pravna oseba skupine LOTRIČ usposobljena za:

- izvedbo pred-pripravo (izda se: Poročilo o pred-pripravi).

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

V kolikor naročnik ve ali sumi, da gre za kakšno koli okvaro in/ali napačno delovanje vzorca, je dolžan ob naročilu na to opozoriti osebje pravne osebe skupine LOTRIČ, saj osebje k izvedbi vedno pristopi s predpostavko, da je vzorec funkcionalno brezhibno. Naročniku se svetuje, da pred pošiljanjem vzorca opravi vsaj funkcionalno kontrolo vzorca.

Če se med pregledom odkrije okvaro, se o tem takoj obvesti naročnika in zahtevajo njegova nadaljnja navodila. Za vsa popravila se predhodno ustno in/ali pisno dogovorijo z naročnikom, ki mora podati izjavo o strinjanju z dodatnimi stroški in načinom popravila.

Pravna oseba skupine LOTRIČ vzorec popravi in/ali ga posredujejo v ustrezen servis.

#### Slikovno in drugo gradivo | Pictorial and other materials

V primerih, ko je to zahteva postopka oziroma zakonodaje in/ali standardizacije, si osebje pravne osebe skupine LOTRIČ pridržuje pravico izdelati slikovno/ video/ itd. gradivo, kot dokaz izvedbe pregleda ali kot del pregleda samega. Slikovno/ video/ itd. gradivo bo uporabljeno izključno za namen izvedbe pregleda, ter bo vsebovalo zgolj informacije vezane na vzorce obravnavane pri pregledu.

V kolikor bo zaradi narave vzorca slikovno/ video/ itd. gradivo vsebovalo tudi druge informacije, se bo osebje pravne osebe skupine LOTRIČ posvetovalo z odgovorno osebo naročnika, ter pridobilo dovoljenje za izdelavo.

or where a legal entity of the LOTRIČ group is qualified for:

- to carry out pre-preparation (shall be issued: Report of pre-preparation).

*Before the examination, the customer shall specify the quantities and parameters and their values at which the examination is to be carried out. Otherwise, the legal entity of the LOTRIČ group shall, based on its own experience and/or the manufacturer's recommendations, select the quantities and parameters and their values in such a way they are representative of the overall performance of the sample, or carry out the examination in accordance with the internal instructions specified procedure. If this is not possible, the legal entity of the LOTRIČ group shall consult the customer beforehand.*

*If the customer knows or suspects that there is any defect and/or malfunction of the sample, it is obliged to bring this to attention of the legal entity of the LOTRIČ group staff at the time of ordering, as the staff always approaches the implementation with the assumption that the sample is in perfect working order. The customer is advised to carry out at least a functional check of the sample before sending it.*

*If a defect is detected during the examination, the customer shall be informed immediately, and further instructions requested. All repairs shall be agreed in advance verbally and/or in writing with the customer, who shall be required to declare his agreement to the additional costs and method of repair.*

*The legal entity of the LOTRIČ group repair the sample and/or forward it to the appropriate service center.*

*In cases where required by procedure, legislation and/or standardisation, the staff of the legal entity of the LOTRIČ group reserves the right to produce pictorial/video/etc. material, either as evidence of the examination or as part of the examination itself. The pictorial/video/etc. material will be used solely for the purpose of carrying out the examination and will contain only information related to the samples considered in the examination.*

*If, due to the nature of the sample, the pictorial/ video/ etc. material contains other information, the staff of the legal entity of the LOTRIČ group will consult with the responsible person of the customer and obtain permission for production.*

### Izjava o skladnosti na listinah | *Statement of conformity on Charters*

Pravna oseba skupine LOTRIČ na listinah za katere je v okviru zakonodaje in/ali standardizacije in/ali drugega predpisa izrecno zahtevana izjava o skladnosti s specifikacijami, le to navaja na način kot je to zahtevano, tako da naročnik dobi jasno izjavo o skladnosti.

Pravna oseba skupine LOTRIČ na listinah za katere v okviru zakonodaje in/ali standardizacije in/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 pravna oseba skupine LOTRIČ navaja zgolj v primeru, ko so le 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, itd.).

Če ni drugače zahtevano, se izjava o skladnosti navaja na način več-polnega pravila, skladno z veljavno izdajo mednarodnega priporočila ILAC-G8, kar je navedeno tudi na listini.

Izjava o skladnosti 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 rezultate brez izjave o skladnosti, lahko to sporoči pravni osebi skupine LOTRIČ, ki mora to željo naročnika upoštevati. V nobenem primeru način in oblika izjave o skladnosti ne smejo vplivati na integriteto rezultatov zapisanih na listinah izdanih s strani pravne osebe skupine LOTRIČ.

*The legal entity of the LOTRIČ group shall, on certificates for which a statement of conformity with the specification is explicitly required by legislation and/or standardisation and/or other regulation, only indicate this in the manner required so that the customer receives a clear statement of conformity.*

*The legal entity of the LOTRIČ group on certificates for which a statement of conformity with the specifications is not explicitly required by legislation and/or standardisation and/or other regulation, or such a request is not made by the customer, indicates statement of conformity in the manner recommended in international recommendations, with the decision rule clearly stated on the certificate itself. The legal entity of the LOTRIČ group 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, etc.).*

*Unless otherwise required, the statement of conformity shall be stated as a non-binary rule, in accordance with the current edition of the international guidelines ILAC-G8, which shall be stated on the Certificate.*

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

### Rok naslednjega pregleda | *Next examination date*

Rok naslednjega pregleda na Listinah in/ali nalepki na vzorcu (če obstaja) se navede zgolj na podlagi pisnega podatka naročnika, razen če je rok naslednjega pregleda predpisan z zakonodajo in/ali standardizacijo, ki je za naročnika obvezujoč.

*The Next examination date on the Charters and/or on the label on the sample (if any) shall be stated only based on written information from the customer, unless the next examination date is specified by legislation and/or standardisation which is binding on the Customer.*

### Varnost | *Safety*

Naročnik je dolžan vzorce posredovati v takem stanju, da ob pravilni uporabi ne povzročajo splošne nevarnosti za osebe, ki rokuje z vzorci in/ali ne povzroča nevarnosti za okolje. V kolikor

*The customer is obliged to provide the samples in such a condition that, when used properly, they do not cause a general hazard to the personnel handling the samples and/or do not cause a hazard to the environment. If this*

to ni možno zagotoviti, je naročnik dolžan obvestiti osebje pravne osebe skupine LOTRIČ o potencialnih nevarnostih in poučiti osebje tako, da bo lahko varno izvajalo svoje postopke.

V kolikor je 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 vzorca. Pravna oseba skupine LOTRIČ je upravičena do zavrnitve postopka v katerem koli trenutku, v kolikor naročnik ne zagotovi vseh zahtev za varno delo z vzorcem.

*cannot be ensured, the customer is obliged to inform the staff of the legal entity of the LOTRIČ group of potential hazards and to instruct the staff in such a way that they can safely carry out their procedures.*

*If the sample is prepared for safe working by a third party, the responsibilities of the customer are not reduced. In such a case, the customer is obliged to obtain a written consent to the safety of the sample. The legal entity of the LOTRIČ group shall be entitled to refuse the procedure at any time if the customer does not ensure all requirements for the safe handling of the sample.*

#### Dostava in označitev vzorcev | Delivery and marking of samples

Naročnik lahko dostavi vzorce na sedež katerekoli pravne osebe skupine LOTRIČ in/ali poslovne enote pravne osebe skupine LOTRIČ.

Pri dostavi vzorcev naročnik predloži tudi vso razpoložljivo spremljajočo tehnično dokumentacijo in vso pomožno opremo.

Pravna oseba skupine LOTRIČ lahko vzorce označi z dodatno oznako za lažjo prepoznavo znotraj procesa.

*The customer may deliver the samples to the headquarters of any legal entity of the LOTRIČ group and/or to their registered offices.*

*When delivering the samples, the customer shall also supply all available accompanying technical documentation and all auxiliary equipment.*

*The legal entity of the LOTRIČ group may mark the samples with an additional code to facilitate identification within the process.*

#### Vračilo vzorcev | Return of samples

Naročnik lahko s predhodnim dogovorom prevzame vzorce na sedežu katerekoli pravne osebe skupine LOTRIČ in/ali poslovne enote pravne osebe skupine LOTRIČ. V določenih primerih lahko naročniku v ta namen vnaprej preda v izpolnitev vprašalnik, kjer se opredeli tudi način vračanja vzorcev.

Skupaj z vzorci, pravna oseba skupine LOTRIČ, vrača vse zamenjane dele, razen če je drugače dogovorjeno z naročnikom in/ali nevarne snovi (baterije, Hg, itd.), katere mora skladno z zahtevami nacionalne in/ali regionalne zakonodaje oddati strokovni organizaciji.

V kolikor pravna oseba skupine LOTRIČ uredi strokovno razgradnjo zamenjanih/ potrošnih/ iztrošenih delov/ itd. in/ali vzorcev, to v skladu z predhodnim dogovorom in/ali upošteva pri ceni novega dela/ novega vzorca zaračuna naročniku.

Pravna oseba skupine LOTRIČ lahko vzorce zadrži za čas najmanj 3 mesecev. To še posebej velja za vzorce za preskušanje, ki ob nepravilnem skladiščenju niso časovno stabilni in/ali vzorce, ki bi lahko bili podvrženi ponovnemu pregledu (na primer vzorci v

*The customer may, by prior agreement, collect the samples at the headquarters of any legal entity of the LOTRIČ group and/or registered offices. In certain cases, a questionnaire may be handed over to the customer in advance for this purpose, specifying how the samples are to be returned.*

*Together with the samples, legal entity of the LOTRIČ group shall return all replaced parts unless otherwise agreed with the customer and/or hazardous substances (batteries, Hg, etc.), which must be handed over to a professional organisation in accordance with the requirements of national and/or regional legislation.*

*If a legal entity of the LOTRIČ group arranges for the professional decommissioning of replaced/ consumable/ expired parts/ etc. and/or samples, it shall charge the customer for this in accordance with a prior agreement and/or considering this in a price of the new part/ new sample.*

*The legal entity of the LOTRIČ group may retain samples for a minimum period of 3 months. This applies to test samples which are not stable in time if stored incorrectly and/or samples which could be subject to re-examination (for example, samples in dispute proceedings between the customer and its*

postopkih sporov med naročnikom in njegovim kupcem) in/ali vzorce, ki se med in/ali po pregledu uničijo (na primer porušitveni postopki in/ali sterilizacija obremenjenih vzorcev) in/ali vzorce za certifikacijo.

*customer) and/or samples which are destroyed during and/or after examination (for example, destructive methods and/or sterilisation of contaminated samples) and/or samples for certification.*

#### Certifikacija proizvodov | *Product certification*

Pravna oseba skupine LOTRIČ, ki je certifikacijski organ (in/ali posledično Priglašeni organ) vodi in izvaja postopke certificiranja (ugotavljanja skladnosti), na podlagi certifikacijske sheme, ki jo izbere naročnik. Certifikacijske sheme so javno objavljene na spletnih straneh certifikacijskega organa.

*The legal entity of the LOTRIČ group, which is the Certification Body (and/or consequently the Notified Body), shall manage and carry out the certification (conformity assessment) procedures based on the certification scheme selected by the customer. The certification schemes are publicly available on the Certification Body's website.*

Certifikacijsko razmerje med pravno osebo skupine LOTRIČ in naročnikom je veljavno najmanj do preteka veljavnosti z njim povezane listine.

*The certification relationship between the legal entity of the LOTRIČ group and the customer is valid at least until the expiry of the validity of the related Charter.*

Za obnovitev veljavnosti listine mora naročnik vsaj 3 mesece pred iztekom njene veljavnosti pravni osebi skupine LOTRIČ predložiti novo zahtevo. Certifikacijsko razmerje se predčasno prekine, če pravna oseba skupine LOTRIČ prekliče listino in/ali če za prekinitev zaprosi naročnik. Certifikacijsko razmerje se predčasno prekine tudi, če je bila podelitev listine zavrnjena. Naročnik po izteku veljavnosti in/ali preklicu listine ne sme več uporabljati listine oziroma oznak povezanih z listino.

*For the renewal of the Charter, the customer shall submit a new request to the legal entity of the LOTRIČ group at least 3 months before expiry of the Charter. The certification relationship shall be terminated early if the legal entity of the LOTRIČ group revokes the Charter and/or if the customer requests the termination. The certification relationship shall also be terminated early if the granting of the Charter has been refused. The Charter or the marks associated with the Charter may no longer be used by the customer after the expiry and/or termination.*

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

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

#### XXIII. OBRATOVALNI ČAS | *OPENING HOURS*

Pravne osebe skupine LOTRIČ na sedežu pravne osebe poslujejo od ponedeljka do petka, med 7:00 in 15:00 uro (ali med 8:00 in 16:00 uro) in so takrat na voljo naročniku, razen če se z naročnikom posebej dogovorijo o terminu srečanja. Za srečanje na poslovnih in/ali drugih enotah je vedno potreben predhodni dogovor.

*The legal entities of the LOTRIČ group shall operate at the legal entity's registered office from Monday to Friday, between 7:00 a.m. and 3:00 p.m. (or between 8:00 a.m. and 4:00 p.m.) and shall be at the disposal of the customer at that time, unless a meeting time has been agreed with the customer. Meetings at registered offices and/or other units always require prior arrangement.*

Pravne osebe skupine LOTRIČ postopke na terenu izvajajo tudi izven delovnega časa v skladu z naravo dela in/ali posebnim dogovorom z naročnikom.

*Legal entities of the LOTRIČ group shall also carry out field operations outside working hours in accordance with the nature of the work and/or by special agreement with the customer.*

Naročanje preko spletne trgovine je možno 24 ur na dan, vse dni v letu. Naročnik izbere in naroči proizvod, pravna oseba skupine LOTRIČ mu naročeni proizvod dobavi v najkrajšem možnem času.

*Ordering via the online store is possible 24 hours a day, every day of the year. The customer selects and orders the product and the legal entity of the LOTRIČ group delivers the ordered product as soon as possible.*

**XXIV. SPLETNA TRGOVINA | ONLINE STORE**

Splošni pogoji poslovanja smiselno veljajo tudi za vse nakupe preko spletne trgovine.

*The General Terms and Conditions shall apply mutatis mutandis to all purchases made via online store.*

Samo za nakup v spletni trgovini veljajo še naslednje posebnosti:

*The following additional special features apply to online store purchases only:*

- cene navedene v spletni trgovini veljajo le za spletni nakup in so veljavne v trenutku oddaje naročila,
- znižane cene in popusti veljajo za nedoločen čas, razen v primerih, ko je to posebej navedeno v spletni trgovini,
- pravna oseba skupine LOTRIČ si pridružuje pravico do spremembe cene brez predhodnega obvestila,
- zaradi narave poslovanja si pravne osebe skupine LOTRIČ prizadevajo podatke o proizvodih spreminjati in ažurirati sproti, a se kljub temu zgodi, da so podatki lahko napačni, pri čemer se takih primerih ali v primerih, da se podatki spremenijo med samo obdelavo naročila, naročniku omogočen dostop do nakupa oziroma mu bo ponujena najboljša možna rešitev, ki bo sprejemljiva za obe strani,
- v spletni trgovini je omogočeno plačevanje po predračunu in/ali s plačilnimi (kreditnimi) karticami,
- proizvode naročnik lahko prevzame osebno na sedežu pravne osebe skupine LOTRIČ ali se dostavijo na naslov, ki je v naročilu naveden kot »naslov za dostavo«, pri čemer je strošek dostave ločen od cene proizvodov in je določen z veljavnim cenikom izvajalca logistične storitve.

- *the prices listed on the online store are valid only for online purchases and are valid at the time the order is placed,*
- *reduced prices and discounts are valid indefinitely, except where specifically stated in the online store,*
- *legal entity of the LOTRIČ group reserves the right to change prices without prior notice,*
- *due to the nature of the business the legal entity of the LOTRIČ group endeavour to change and update the product data on an ongoing basis, but it may nevertheless happen that the data may be incorrect, and in such cases, or in cases where the data is changed during the processing of the order itself, the customer will be provided with access to the purchase or will be offered the best possible solution that is acceptable to both parties,*
- *the online store allows you to pay by invoice or by credit cards,*
- *the products may be collected by the customer in person at the registered office of the legal entity of the LOTRIČ group or delivered to the address specified in the order as the "delivery address", whereby the cost of delivery shall be separate from the price of the products and shall be determined in accordance with the applicable pricelist of the logistics service provider.*

**XXV. 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.*

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.

dokument namenjen javni objavi | *document intended for public release*