

FANUC Adria d.o.o. – General Terms and Conditions of Purchase

1. Scope

- 1.1. These General Terms and Conditions of Purchase shall apply to the legal relationships between us and entrepreneurs as well as legal entities under public law (hereinafter: "Supplier") in connection with Orders, the delivery of goods and the use of services (hereinafter: "Orders") exclusively. In an ongoing business relationship, this shall also apply without the need for an express reference or a separate agreement in each case.
- 1.2. By accepting Orders, the Supplier expressly agrees to the application of these General Terms and Conditions of Purchase. Deviating terms and conditions of sale of the Supplier shall not apply even if we do not expressly object to them in individual cases and shall only be valid if we have expressly agreed to their validity in writing. The acceptance of deliveries and services or their payment does not constitute consent to the Supplier's terms and conditions of sale.

2. Ordering

- 2.1. Orders are only binding if we have placed them in writing or by e-mail. Orders placed verbally or by telephone as well as additions and changes to an Order are only effective if we confirm them in the writing or by e-mail.
- 2.2. If the Order is not confirmed within one week, from receiving our order, by means of an Order confirmation, we may revoke the Order at any time.
- 2.3. Cost estimates are binding and shall only be remunerated by us if a written agreement has been made in advance.
- 2.4. Insofar as the Ordered goods have not yet been manufactured, we may demand changes in design and execution. If these changes lead to additional or reduced costs, we shall agree with the Supplier on an adjustment of the Supplier's remuneration. If no agreement is possible, an expert as a third party shall determine the adjusted remuneration.

3. Delivery Time, Delay

- 3.1. The delivery time stated by us in the Order is binding. The Supplier is obliged to inform us immediately in writing if he is unlikely to be able to meet agreed delivery times - for whatever reason.

Splošni pogoji nabave podjetja FANUC Adria d.o.o.

1. Obseg

- 1.1. Predmetni Splošni nabavni pogoji veljajo za pravno razmerje med nami in podjetniki ter pravnimi osebami javnega prava (v nadaljevanju: »dobavitelj«), izključno v povezavi z naročili, dostavo blaga in uporabo storitev (v nadaljevanju: »naročila«). V tekočem poslovnem odnosu to velja tudi brez potrebe po izrecni omembi ali ločeni pogodbi za posamezen primer.
- 1.2. S tem ko dobavitelj sprejme naročilo, izrecno soglaša z uporabo predmetnih Splošnih nabavnih pogojev. Kakršni koli odstopajoči prodajni pogoji dobavitelja ne bodo veljali, tudi če jim izrecno ne nasprotujemo v posameznih primerih, veljali pa bodo le, kadar z njihovo uporabo izrecno soglašamo v pisni obliki. S tem, ko prevzamemo dostavljeno blago in storitve ali njihovo plačilo, še ne pomeni, da soglašamo z dobaviteljevimi prodajnimi pogoji.

2. Naročanje

- 2.1. Naročila so zavezujoča le, kadar jih oddamo v pisni obliki ali po elektronski pošti. Naročila, ki jih oddamo ustno ali po telefonu, in dodatki ter spremembe naročila so veljavna le, če jih potrdimo v pisni obliki ali po elektronski pošti.
- 2.2. Dobavitelj mora naročilo s potrditvijo naročila potrditi v sedmih dneh od prejema naročila. V kolikor dobavitelj tega ne stori, lahko naročilo kadarkoli prekličemo.
- 2.3. Ocene stroškov so zavezujoče in jih plačamo le ob vnaprejšnjem pisnem dogovoru.
- 2.4. Če naročeno blago še ni bilo proizvedeno, lahko zahtevamo spremembe oblike in izvedbe. Če zaradi teh sprememb nastanejo dodatni ali nižji stroški, se z dobaviteljem dogovorimo za prilagoditev plačila. Če dogovor ni možen, strokovnjak, ki je tretja oseba, določi znesek prilagojenega plačila.

3. Dobavni roki, zamude

- 3.1. Dobavni rok, ki ga navedemo v naročilu, je zavezujoč. Dobavitelj nas mora nemudoma obvestiti v pisni obliki, če je verjetno, da zaradi kakršnih koli razlogov ne bo mogel upoštevati dogovorjenih dobavnih rokov.

- 3.2. If the Supplier is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damages in the amount of 0.5% per calendar week or part thereof, but not more than 5% of the respective net Order value. The right of the parties to prove higher or lower damages remains unaffected.
- 3.3. Acceptance of delayed deliveries or services does not preclude the assertion of claims for damages due to delay.
- 3.4. We are entitled to refuse acceptance of deliveries and services delivered before a delivery date specified in the Order and to return the prematurely delivered goods at the Supplier's expense and risk or to store them with third parties at the Supplier's expense and risk.

4. Delivery Terms

- 4.1. Unless otherwise agreed in writing, delivery shall be made DDP (Incoterms® 2020) to the place specified in the Order or, if no such place is specified, to our place of business.
- 4.2. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).
- 4.3. Partial deliveries are only permissible with our written consent and only to the extent that they are reasonable for us.
- 4.4. All deliveries must be accompanied by a packing slip and a delivery note stating our Order number and name of person who sent order. The delivery note must also contain details of the gross and net weight. In the case of partial deliveries, the remaining quantity to be delivered must be stated. If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. In addition, a separate dispatch note shall be sent to us.

5. Passing of Risk, Default of Acceptance

- 5.1. The risk of accidental loss or accidental deterioration of the goods shall pass to us upon handover at the place of performance or delivery. Insofar as acceptance has been agreed, this shall be decisive for the passing of risk.
- 5.2. Our acceptance shall take place in writing, by means of a countersigned final report or signed delivery note.

- 3.2. Če dobavitelj zamuja z dobavo, lahko poleg dodatnih zakonskih zahtevkov zahtevamo tudi pavšalno nadomestilo za škodo, ki nam je nastala, v višini 0,5 % na koledarski teden ali del tedna, toda ne več kot 5 % neto vrednosti zadevnega naročila. To ne vpliva na pravico pogodbenih strank, da dokazujeta višjo ali nižjo škodo.
- 3.3. Sprejem pozno prispеле dobave ne onemogoča uveljavljanja odškodninskih zahtevkov, ki so bili vloženi zaradi zamude.
- 3.4. Pravico imamo zavrniti sprejem dostav in storitev, dostavljenih/izvedenih pred dobavnim rokom, navedenim v naročilu, ter takšno prezgodaj dobavljeno blago vrniti na stroške in tveganje dobavitelja ali ga shraniti pri tretjih osebah na stroške in tveganje dobavitelja.

4. Dobavni pogoji

- 4.1. Dobava je DDP (Incoterms® 2020) na kraj naveden v naročilu, če pa takšen kraj ni naveden, se dobava izvede na kraj našega poslovanja. Razen če se, v pisni obliki, ne dogovorimo drugače.
- 4.2. Zadevna destinacija je tudi kraj izvedbe za dostavo oziroma kraj kakršne koli naknadne izvedbe (obveznost dostave).
- 4.3. Delne dostave so dovoljene le z našim pisnim soglasjem ter le v tolikšni meri, kot se nam zdijo smiselne.
- 4.4. Vsem dostavam morata biti priloženi prevozna listina in dobavnica, na kateri je navedena naša številka naročila ter ime in priimek naročnika. Dobavnica mora vsebovati tudi podrobnosti o bruto in neto teži. V primeru delnih dostav je treba navesti preostalo količino, ki jo je treba še dostaviti. Če dobavnica manjka ali ni popolna, ne odgovarjamo za nikakršne posledične zamude pri obdelavi in plačilu. Poslati nam je treba tudi ločeno odpremnico.

5. Predaja tveganja, zamuda pri sprejemu

- 5.1. Tveganje slučajne izgube ali slučajnega poslabšanja blaga na nas preide ob predaji na kraju izvedbe ali dobave. Če smo se dogovorili glede sprejema, je to odločilnega pomena za predajo tveganja.
- 5.2. Sprejem bomo opravili v pisni obliki, s končnim poročilom, ki ga podpišeta obe stranki, ali s podpisom dobavnice.

- 5.3. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance. In this respect, the statutory provisions shall apply, whereby the Supplier must expressly offer its performance to us even if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material/tools).
- 5.4. If we are prevented from accepting the delivery or service due to circumstances which we cannot avert despite reasonable care (e.g. force majeure, operational disruption, strike, lockout), the time of acceptance shall be postponed by the duration of the hindrance. If acceptance is not possible for more than six months due to such circumstances, we shall be entitled to withdraw from the contract without any claims being asserted against us for this reason.

6. Prices, Terms of Payment, Set-off and Rights of Retention

- 6.1. The price stated in the Order is binding.
- 6.2. All prices of the Supplier are inclusive of statutory value added tax, unless this is shown separately.
- 6.3. In the absence of any written agreement, the price shall include all services and ancillary services of the Supplier, in particular delivery and transport to the shipping address specified in the contract, including packaging.
- 6.4. Our payment shall be made within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice stating the Order number. This applies unless otherwise agreed.
- 6.5. We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.
- 6.6. We shall be entitled to rights of set-off and retention to the extent provided by law. The Supplier shall only be entitled to rights of set-off and retention due to counterclaims that are undisputed or have been legally established.

7. Transfer of Title

- 7.1. Retentions of title by the Supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the Supplier retains title; they shall expire at the latest upon our payment of the purchase price.

- 5.3. Če se prevzem blaga ne izvede, se to šteje enakovredno predaji ali sprejemu. V tem primeru veljajo zakonska določila, pri čemer nam mora dobavitelj izrecno ponuditi svojo dobavo ali izvedbo, tudi če je bil za določeno dejanje ali naše sodelovanje določen konkreten ali določljiv koledarski čas (npr. za dobavo materialov/orodij).
- 5.4. Če dobave ali storitve ne moremo sprejeti zaradi okoliščin, ki se jim ne moremo izogniti, kljub temu da se smiselno potrudimo (npr. višja sila, zastoj poslovanja, stavka), se rok za sprejem podaljša za obdobje trajanja motnje. Če sprejem zaradi takšnih okoliščin ni možen več kot šest mesecev, imamo pravico, da odstopimo od pogodbe, ne da bi dobavitelj zoper nas zaradi tega vložili kakršen koli zahtevek.

6. Cene, plačilni pogoji, pobot in pridržane pravice

- 6.1. Cene, navedene v naročilu, so zavezujoče.
- 6.2. Vse dobaviteljeve cene vključujejo zakonsko določen davek na dodano vrednost, razen če ni ta prikazan ločeno.
- 6.3. Če to ni dogovorjeno v pisni obliki, cene vključujejo vse storitve in pomožne storitve dobavitelja, še zlasti dostavo in prevoz na naslov za dostavo, naveden v pogodbi, vključno z embalažo.
- 6.4. Plačilo bomo opravili v 30 koledarskih dneh po opravljeni popolni dostavi in izvedbi (vključno s kakršnim koli dogovorjenim sprejemom) ter prejemu ustreznega računa, na katerem je navedena številka naročila. To velja, v kolikor ni dogovorjeno drugače.
- 6.5. Ne dolgujemo nikakršnih zamudnih obresti. Za zamude pri plačilu veljajo zakonske določbe.
- 6.6. Imamo pravico do pobota in pridržanja, kolikor nam je to dovoljeno po zakonu. Dobavitelj ima pravico do pobota in pridržanja le na podlagi nasprotnih zahtevkov, ki jim ne ugovarjamo ali pa imajo zakonsko podlago.

7. Prenos lastninske pravice

- 7.1. Pridržki lastninske pravice s strani dobavitelja veljajo le v povezavi z našo obveznostjo do plačila za zadevne proizvode, za katere je dobavitelj pridržal lastninske pravice; takšni pridržki potečejo najpozneje takrat, ko plačamo kupnino.

- 7.2. We are in any case authorized to resell the goods in the ordinary course of business, even before payment of the purchase price, with advance assignment of the claims arising therefrom.
- 7.3. All other forms of retention of title, in particular the extended retention of title or the retention of title extended to further processing, are therefore excluded.

8. Provision of Material, Further Processing

- 8.1. Material which we provide for the execution of our Orders shall remain our property. It must be expressly marked as our property immediately after acceptance by the Supplier and stored separately from the same or similar material. It may only be used within the scope of the intended production; beyond this, the material may not be disposed of in any other way.
- 8.2. The Supplier undertakes to check the goods provided for quality or quantity deviations upon receipt and not to process defective goods provided. If a quality assurance agreement exists between us and the Supplier, this must be observed. We must be informed immediately of any deviations in quality or quantity. The Supplier shall be liable for any damage incurred by us due to a breach of these obligations. The right of the Supplier to prove that deviations in quality or quantity of the goods provided were not recognizable to him or that we did not suffer any damage remains unaffected.
- 8.3. The Supplier is obliged to ensure the material provided by us against all usual risks at his own expense.
- 8.4. Any processing, mixing or combining (hereinafter: "Further Processing") of provided items by the Supplier shall be carried out for us. The transfer of possession shall be replaced by the Supplier keeping the item for us free of charge with the diligence of a prudent businessman.
- 8.5. The same shall apply accordingly in the event of Further Processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon Further Processing in accordance with the statutory provisions.

- 7.2. V vsakem primeru pa smo pooblašteni, da blago prodamo v sklopu rednega poslovanja, celo pred plačilom kupnine, z vnaprejšnjim odstopom terjatev, ki izhajajo iz takšnega poslovanja.
- 7.3. Izključene so torej vse druge oblike pridrška lastninske pravice, še zlasti podaljšan pridržek lastninske pravice.

8. Zagotovitev materiala, dodatna obdelava

- 8.1. Material, ki ga zagotovimo za izpolnitev svojih naročil, ostane v naši lasti. Dobavitelj ga mora takoj po prevzemu izrecno označiti kot našo last ter shraniti ločeno od enakega ali podobnega materiala. Uporablja se lahko le v okviru nameravane proizvodnje; sicer se material ne sme uporabljati na noben drug način.
- 8.2. Dobavitelj se zavezuje, da bo ob prevzemu preveril morebitna odstopanja od zahtevane kakovosti ali količine in da ne bo obdelal blaga, dobavljenega z napako. Če smo z dobaviteljem podpisali pogodbo o zagotavljanju kakovosti, jo je treba upoštevati. Takoj nas je treba obvestiti o kakršnih koli odstopanjih glede kakovosti ali količine. Dobavitelj je odgovoren za kakršno koli škodo, ki nam nastane zaradi kršitve teh obveznosti. To ne vpliva na pravico dobavitelja, da dokaže, da ni mogel prepoznati odstopanj pri kakovosti ali količini blaga ali da nismo utrpeli nikakršne škode.
- 8.3. Dobavitelj mora material, ki ga zagotovimo, na svoje stroške zavarovati pred vsemi običajnimi tveganji.
- 8.4. Za nas se izvedejo kakršna koli obdelava, mešanje ali združevanje (v nadaljevanju: »nadaljnja obdelava«) kosov, ki jih je dobavil dobavitelj. Namesto prenosa posesti bo dobavitelj kose brezplačno hranil za nas s skrbnostjo dobrega gospodarja.
- 8.5. Isto velja tudi v primeru nadaljnje obdelave dobavljenega blaga, ki jo opravimo mi, tako da se šteje, da smo proizvajalec in da lastništvo nad proizvodom skladno z zakonskimi določili pridobimo najpozneje ob nadaljnji obdelavi.

9. Non-disclosure, Documents

- 9.1. All documents which we make available to the Supplier within the framework of the business relationship, in particular Orders placed by us, Orders as well as drawings, drafts, samples, manufacturing specifications and other documents made available to the Supplier; but also tools, models, samples, drawings and other documents are confidential, subject to our property rights and copyright and must not - even after termination of the contract - be reproduced or made available to third parties directly or indirectly without our express written consent. They are to be used exclusively for purposes relating to the Orders and are to be returned to us in full and without delay at our request after completion of the Order or in the event that negotiations do not lead to the conclusion of a contract. In this case, copies made by the Supplier must be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup.
- 9.2. Goods manufactured according to our specifications, drawings or models or from tools paid for by us in whole or in part may not be offered, sampled or delivered to third parties.
- 9.3. The Supplier undertakes to treat as confidential all commercial or other information which is not in the public domain (i.e. in particular also information pursuant to the above clause 9.2) and which becomes known to him as a result of the business relationship with us. He shall oblige subcontractors accordingly.
- 9.4. The obligation to maintain non-disclosure shall only expire if and insofar as the knowledge contained in the documents or information provided has become generally known in a legally permissible manner or the Supplier is legally obliged to disclose it; in this case, the Supplier must inform us of this without delay.
- 9.5. For each case of culpable breach of the confidentiality obligation just described, we may demand a reasonable contractual penalty determined by us at our reasonable discretion, which shall be subject to review by the competent court in the event of a dispute.
- 9.6. The above provisions on confidentiality shall apply respectively to documents, in particular also cost estimates, of the Supplier; however, these may in any case be made accessible to the companies affiliated with us; we shall provide information on the companies affiliated with us upon request.

9. Ne razkrivanje, dokumenti

- 9.1. Vsi dokumenti, ki jih dajemo na razpolago dobavitelju v okviru poslovnega odnosa, še zlasti naročila, ki jih oddamo, druga naročila in tudi risbe, osnutki, vzorci, proizvodne specifikacije in drugi dokumenti, ki jih dajemo na voljo dobavitelju, pa tudi orodja, modeli, vzorci, risbe in drugi dokumenti, so skladno z našimi premoženjskimi pravicami in avtorskimi pravicami zaupne narave in jih dobavitelj ne sme, tudi po prekinitvi pogodbe, razmnoževati ali posredno ali neposredno dajati na voljo tretjim osebam brez našega izrecnega pisnega soglasja. Uporabljati se morajo izključno v povezavi z naročili in na našo zahtevo jih mora dobavitelj vrniti brez odlašanja po izpolnitvi naročila ali če na podlagi pogajanj ne pride do sklenitve pogodbe. V tem primeru je treba izvode, ki jih je naredil dobavitelj, uničiti; edina izjema je shranjevanje v okviru zakonsko določene obveznosti shranjevanja in varnostnega shranjevanja podatkov v okviru običajnega varnostnega shranjevanja podatkov.
- 9.2. Blaga, proizvedenega skladno z našimi specifikacijami, risbami ali modeli oziroma z orodji, ki smo jih v celoti ali delno plačali, dobavitelj ne sme ponujati, preizkušati ali dobavljati tretjim osebam.
- 9.3. Dobavitelj se zavezuje, da bo v zaupnosti ohranjal vse komercialne ali druge informacije, ki niso v javni domeni (tj. zlasti tudi informacije skladne z zgornjo točko 9.2) in s katerimi se je seznanil v sklopu poslovnega odnosa z nami. Skladno bo k temu zavezal tudi svoje podizvajalce.
- 9.4. Obveznost ne razkrivanja informacij bo potekla samo, če znanje, vsebovano v teh dokumentih, in posredovane informacije postanejo splošno znane na zakonit način ali če jih je dobavitelj po zakonu obvezan razkriti; v tem primeru nas mora dobavitelj o tem nemudoma obvestiti.
- 9.5. Za vsak primer krivdne kršitve obveznosti ohranjanja zaupnosti, ki smo jo pravkar opisali, zahtevamo smiselno pogodbeno kazen, ki jo v primeru spora določimo po svoji smiselni presoji in jo pregleda pristojno sodišče.
- 9.6. Zgornja določila o zaupnosti veljajo tudi za dobaviteljeve dokumente, še zlasti za ponudbe; te pa lahko v vsakem primeru razkrijemo svojim pridruženim družbam; svojim pridruženim družbam informacije posredujemo na zahtevo.

9.7. A confidentiality agreement concluded between the parties shall remain unaffected and shall have priority.

10. Defective or Non-Conforming Delivery

- 10.1. The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods and in the event of other breaches of duty by the Supplier, unless otherwise stipulated in these General Terms and Conditions of Purchase:
- 10.2. In any case, those product specifications which - in particular by designation or reference in the Order - are the subject of the respective contract shall be deemed to be an agreement on the quality. It makes no difference whether the product information originates from us, the Supplier or a manufacturer.
- 10.3. Notwithstanding of the Obligations Code (the OZ) we shall also be entitled to unlimited claims for defects if the defect remained un-known to us at the time of conclusion of the contract due to gross negligence.
- 10.4. We do not waive warranty claims by acceptance or by approval of samples or specimens submitted.
- 10.5. The statutory provisions of the Obligations Code shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during our quality control in the random sampling procedure. If acceptance has been agreed, there shall be no obligation to inspect. In all other respects, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our obligation to inspect, obvious deviations in quality and quantity shall be deemed to have been notified without delay and in good time if we notify the Supplier of them within five working days of receipt of the goods. Hidden material defects shall in any case be notified without delay and in good time if the Supplier is notified within five working days of discovery.

9.7. To ne vpliva na pogodbo o zaupnosti, ki sta jo sklenili pogodbenici in ki še vedno ima prednost.

10. Blago, dobavljeno z napako ali neustrezno blago

- 10.1. V primeru materialnih napak ali napak pri lastninski pravici, povezani z blagom, in v primeru drugih kršitev dobaviteljevih dolžnosti veljajo zakonska določila, razen če ni drugače določeno v predmetnih Splošnih nabavnih pogojih:
- 10.2. V vsakem primeru pa velja, da pri tistih specifikacijah o proizvodih, ki jih ureja ustrezna pogodba – še zlasti pri tistih, ki so skladne z določitvijo ali navedbo v naročilu – gre za dogovor o kakovosti. Ni pomembno, ali smo informacije posredovali mi, dobavitelj ali proizvajalec.
- 10.3. Ne glede na Obligacijski zakonik (OZ) smo prav tako upravičeni do vložitve neomejenega števila zahtevkov v primeru napak, če nam je bila napaka zaradi hude nemarnosti neznana ob sklenitvi pogodbe.
- 10.4. Če sprejmemo ali odobrimo vzorce ali predložene primerke, to še ne pomeni, da se odpovedujemo svojim garancijskim zahtevkom.
- 10.5. Zakonska določila Obligacijskega zakonika veljajo tudi za komercialno dolžnost do pregleda in obvestila o napakah, pri čemer velja naslednje: naša dolžnost, da opravimo pregled, je omejena na napake, ki postanejo očitne med našim pregledom vhodnega blaga, natančneje med zunanjim pregledom, ki vključuje tudi pregled dostavnih listin (npr. škoda med prevozom, napačna in pomanjkljiva dostava), ali ki se lahko prepoznajo med našim nadzorom kakovosti v postopku naključnega vzorčenja. Če je bil dogovorjen sprejem, obveznost do pregleda ne obstaja. V vseh drugih vidikih pa je odvisno od tega, v kolikšni meri je pregled izvedljiv med običajnim poslovanjem, pri čemer se upoštevajo okoliščine posameznega primera. To ne vpliva na našo obveznost, da posredujemo obvestilo o napakah, odkritih pozneje. Ne glede na našo obveznost, da opravimo pregled, se šteje, da je bilo obvestilo o očitnih odstopanjih pri kakovosti in količini poslano takoj in pravočasno, če dobavitelja o teh odstopanjih obvestimo v petih delovnih dneh po prejemu blaga. V vsakem primeru se šteje, da je bilo obvestilo o skritih materialnih napakah posredovano takoj in pravočasno, če dobavitelja obvestimo v petih delovnih dneh po odkritju.

- 10.6. If we have agreed on limit quality values with the Supplier and determine in the random sampling procedure that these have been exceeded, we may, without prejudice to other claims, reject the goods completely or inspect 100% at the Supplier's expense and risk and demand replacement of the actually defective parts.
- 10.7. The limitation period for claims for defects is two years from the transfer of risk; if acceptance has been agreed, from it. Claims arising from defects of title shall not become statute-barred under any circumstances if the third party can still assert the right against us.
- 10.8. Upon receipt of our written notice of defects by the Supplier, the limitation period for warranty claims shall be suspended until the Supplier rejects the claims or declares the defect eliminated or otherwise refuses to continue resolving on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin anew unless we had to assume from the Supplier's conduct that the Supplier did not consider itself obliged to undertake the measure but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.
- 10.9. Subsequent performance shall also include the removal of the defective goods and their re-installation if the goods have been installed in another item or attached to another item in accordance with their type and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.
- 10.10. If the Supplier fails to fulfil its obligation to remedy the defect - at our discretion by repair or replacement - within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves and may demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier.
- 10.6. Če smo se z dobaviteljem dogovorili glede mejnih vrednosti kakovosti, med naključnim postopkom vzorčenja pa odkrijemo, da so bile te vrednosti presežene, lahko ne glede na druge zahtevke blago v celoti zavrnamo ali ga 100 % pregledamo na stroške in tveganje dobavitelja ter zahtevamo nadomestilo dejanskih delov z napako.
- 10.7. Zastaralna doba za zahtevke zaradi napak je dve leti od prenosa tveganja; če smo se dogovorili za sprejem, pa dve leti od sprejema. Zahtevki zaradi napake, povezane z lastninsko pravico, ne zastarajo pod nobenim pogojem, če lahko tretja oseba še vedno uveljavlja svojo pravico proti nam.
- 10.8. Ko dobavitelj prejme naše pisno obvestilo o napakah, se zastaralni rok za garancijske zahtevke začasno ustavi, dokler dobavitelj zahtevkov ne zavrne ali ne izjavi, da je bila napaka odpravljena, ali kakor koli drugače zavrne nadaljnje reševanje naših zahtevkov. V primeru nadomestne dostave ali popravila napak začne garancijski rok za nadomeščene ali popravljene dele teči znova, razen če smo morali na podlagi dobaviteljevega vedenja domnevati, da se dobavitelju ni zdelo, da je obvezan uvesti tak ukrep, temveč je nadomestno dostavo ali popravilo napak opravil le kot gesto v dobri veri ali zaradi podobnih razlogov.
- 10.9. Nadaljnja izvedba prav tako vključuje odstranitev blaga z napako in njegovo vnovično namestitev, če je bilo blago nameščeno v kak drug element ali pričvrščeno na kak drug element skladno z vrsto blaga in njegovo nameravano uporabo; to ne vpliva na naš zakonski zahtevke za nadomestilo za stroške, ki so s tem povezani. Dobavitelj krije stroške, ki so potrebni za pregled in nadaljnjo izvedbo, tudi če se izkaže, da napake pravzaprav ni bilo. To ne vpliva na našo odgovornost za škodo v primeru neupravičene zahteve po odpravi napake; v tem primeru bomo odgovorni le, če smo prepoznali, da napake ni bilo, ali če smo bili hudo malomarni, ker nismo prepoznali, da napake ni bilo.
- 10.10. Če dobavitelj ne izpolni svoje obveznosti, da odpravi napako – po naši presoji bodisi s popravilom bodisi z nadomestilom – v smiselnem časovnem obdobju, ki smo ga določili mi, imamo pravico, da napako odpravimo sami, pri tem pa lahko od dobavitelja zahtevamo nadomestilo za potrebne stroške ali ustrezno predplačilo.

If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Supplier of such circumstances without delay, if possible in advance.

- 10.11. If a quality assurance agreement has been concluded with the Supplier, this shall remain unaffected and, in case of doubt, shall take precedence over the provisions agreed herein.

11. Supplier Recourse

- 11.1. We shall be entitled to the statutory recourse claims within a supply chain without restriction in addition to the claims for defects. In particular, we are entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case. Our right of choice pursuant shall not be restricted hereby.
- 11.2. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant), we shall notify the Supplier and request a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Supplier shall be obliged to prove the contrary.
- 11.3. Our claims from Supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.

12. Product/Producer liability

- 12.1. The Supplier shall indemnify us internally against all claims of third parties against us which are attributable to a defective product supplied by him, as well as regarding such product damage the cause of which lies within his sphere of control and organization, insofar as he himself is liable externally.
- 12.2. This also includes an exemption from the costs of a necessary recall action on our part or other measures to avoid danger.
- 12.3. We shall inform the Supplier - as far as possible and reasonable - about the content and scope of recall measures and give him the opportunity to comment. The indemnity shall cover all expenses in connection with the claim pursuant to Obligation Code (OZ), including legal costs such as lawyers' fees to a reasonable amount. Further legal claims remain unaffected.

Če nadaljnja izvedba dobavitelja ni uspešna ali nam ni smiselna (npr. zaradi določene nujnosti, tveganja za varnost pri delu ali neposrednega nastanka nesorazmerne škode), ni treba določiti nikakršnega roka; dobavitelja bomo o takšnih okoliščinah obvestili takoj oziroma vnaprej, če je to možno.

- 10.11. Če smo z dobaviteljem sklenili pogodbo o zagotavljanju kakovosti, to ne vpliva nanjo; v primeru dvoma ima takšna pogodba prednost pred določili predmetnih pogojev.

11. Dobaviteljev regres

- 11.1. Naša družba ima pravico do vseh zakonskih regresnih terjatev v dobavni verigi, brez omejitev in poleg zahtevkov zaradi napak. Še zlasti ima pravico od dobavitelja zahtevati natanko takšno nadaljnje izpolnjevanje obveznosti (popravilo ali nadomestna dostava), ki jo v posameznem primeru dolgujemo svoji stranki. S tem ni omejena naša pravica do izbire načina izpolnitve obveznosti.
- 11.2. Preden priznamo ali plačamo zahtevek za napake, ki ga uveljavlja naša stranka (vključno s povračilom zadevnih stroškov), o tem obvestimo dobavitelja in zahtevamo, da nam posreduje pisno izjavo, v kateri je kratka razlaga dejstev. Če dobavitelj ne posreduje utemeljene izjave v razumnem roku in ne najdemo sporazumne rešitve, se bo štelo, da je naš zahtevek za napake dejansko dolgovan naši stranki. V tem primeru mora dobavitelj dokazati nasprotno.
- 11.3. Naše regresne terjatve bodo veljale tudi, če blago z napako nadalje obdelamo mi ali kak drug podjetnik, npr. z montažo v drug proizvod.

12. Odgovornost proizvajalca

- 12.1. Dobavitelj nas notranje zavaruje pred vsemi zahtevki, ki jih proti nam vložijo tretje osebe zaradi proizvoda z napako, ki ga je dobavil dobavitelj, in zaradi škode na proizvodih, katerih vzrok je v sklopu njegovega nadzora in organizacije, v kolikor je dobavitelj sam odgovoren navzven.
- 12.2. To vključuje tudi oprostitev stroškov nujnega odpoklica, ki ga moramo opraviti, ali drugih ukrepov, da bi se izognili nevarnosti.
- 12.3. Če je to možno in smiselno, dobavitelja obvestimo o vsebini in obsegu ukrepov, povezanih z odpoklicem, in mu ponudimo priložnost, da posreduje pripombo. Takšno zavarovanje pred zahtevki krije vse stroške, povezane z zahtevkom, v skladu z Obligacijskim zakonikom (OZ), vključno s stroški postopka, kot so stroški odvetniških storitev, in sicer do smiselnega zneska. To ne vpliva na nadaljnje pravne zahteve.

- 12.4. The Supplier shall be obliged to maintain product liability insurance at its own expense with a sum insured to be agreed in the individual case and shall send us confirmation of the insurance cover at any time on request.

13. Compliance with Regulations, Supporting Documents, Corporate Social Responsibility

- 13.1. The Supplier warrants compliance with all statutory provisions.
- 13.2. If the legal requirements are met, the Supplier undertakes to provide a long-term Supplier's declaration (origin of the product, etc.) in a separate document in accordance with the legal requirements immediately after the Order is placed.
- 13.3. Particularly in the case of assembly work by the contractor, the contractor shall be responsible for compliance with all accident prevention regulations occupational health and safety regulations and the like. He undertakes to pay the locally prescribed minimum wages. Persons who carry out work on our premises or on the premises of our customers in fulfilment of the contract must observe all relevant statutory provisions. Furthermore, they must inform themselves about and comply with our and our customers' safety regulations. In the event of non-compliance, we shall not be liable for accidents on our premises unless we have caused the accident intentionally or through gross negligence.
- 13.4. Insofar as deliveries are subject to foreign trade obligations, the Supplier shall observe all regulations on its own responsibility. The Supplier shall obtain the necessary permits. Imported goods shall be delivered duty paid.
- 13.5. The Supplier undertakes to comply with all legal requirements arising from the EU regulations on the protection of chemicals (REACH) (in particular registration, notification and authorization obligations). The Supplier shall provide us with sufficient information for safe use of products pursuant to Article 33 of Regulation 1907/2006 EC (REACH Regulation) in accordance with Article 57 of the REACH Regulation. If, as a result of REACH, there are changes in the availability or intended use of materials, components, assemblies, finished products or packaging materials, or if measures are required by us, the Supplier shall inform us of this without delay; the Supplier shall also pass on the obligations referred to herein to its pre-suppliers. Insofar as the Supplier is responsible for damage resulting from a breach of one of the obligations mentioned here, he

- 12.4. Dobavitelj se zavezuje, da bo na lastne stroške najel zavarovanje odgovornosti, pri čemer se glede zavarovalne vsote dogovori v posameznem primeru in nam kadar koli na zahtevo posreduje potrdilo zavarovalniškega kritja.

13. Skladnost s predpisi, dokazila, družbena odgovornost podjetja

- 13.1. Dobavitelj jamči skladnost z vsemi zakonskimi določili.
- 13.2. Če so izpolnjene pravne zahteve, se dobavitelj zavezuje, da bo takoj po oddaji naročila v ločenem dokumentu skladno s pravnimi zahtevami posredoval dolgoročno izjavo dobavitelja (izvor proizvoda itn.).
- 13.3. Izvajalec je še zlasti v primeru montažnega dela, ki ga opravlja izvajalec, odgovoren za skladnost z vsemi predpisi glede preprečevanja nezgod, predpisi glede zdravja in varnosti pri delu in podobno. Zavezuje se, da bo plačeval minimalne plače, določene v lokalnem okolju. Osebe, ki v namen izpolnjevanja pogodbenih določil izvajajo dela v naših prostorih ali v prostorih naših strank, morajo upoštevati vsa ustrezna zakonska določila. Prav tako se morajo seznaniti z vsemi našimi varnostnimi predpisi oz. varnostnimi predpisi naših strank ter jih upoštevati. V primeru neupoštevanja ne bomo odgovorni za nezgode v naših prostorih, razen če smo nezgodo povzročili namerno ali zaradi hude malomarnosti.
- 13.4. Če za dostavljeno blago veljajo mednarodne trgovske obveznosti, mora dobavitelj upoštevati vse predpise na lastno odgovornost. Dobavitelj mora pridobiti vsa potrebna dovoljenja. Uvoženo blago mora biti dobavljeno s plačano carino.
- 13.5. Dobavitelj se zavezuje, da bo upošteval vse zakonske zahteve, ki izhajajo iz evropskih uredb o varovanju ljudi pred tveganji, ki jih povzročajo kemikalije (REACH) (še zlasti zahteve glede registracije, obveščanja in avtorizacije). Dobavitelj nam more posredovati zadostne informacije za varno uporabo proizvodov v skladu s 33. členom Uredbe Evropske komisije št. 1907/2006 (Uredba REACH) in v skladu s 57. členom Uredbe REACH. Če pride zaradi Uredbe REACH do spremembe razpoložljivosti ali nameravane uporabe materialov, sestavnih delov, sestavov, končnih proizvodov ali embalažnih materialov oziroma če zahtevamo uvedbo ukrepov, nas mora dobavitelj o tem nemudoma obvestiti; dobavitelj prav tako prenese navedeno obveznost na svoje predhodne dobavitelje. Kolikor je dobavitelj odgovoren za škodo, ki

shall be obliged to indemnify us against claims for damages by third parties upon first request and to compensate us for the damage incurred. The materials, components, assemblies, finished products or packaging materials shall not contain any substances with properties of very high concern which are listed in the respective current REACH candidate list. If substances with properties of very high concern are contained in a concentration of more than 0.1 %, the Supplier shall inform us immediately.

- 13.6. The Supplier undertakes to comply with all legal requirements for the parts and/or devices delivered to us in accordance with the requirements of the EU directives on the return of waste equipment (WEEE) and on banned substances (currently valid version RoHS 2, Directive 2011/65/EU), as well as the corresponding national regulations in the member states of the EU. This applies in particular to the labelling of the equipment, the avoidance of prohibited substances and the provision of information for disposal companies. If changes to the parts and/or equipment to be supplied are necessary in Order to comply with the aforementioned legal standards, the Supplier is obliged to obtain our written consent before carrying out these changes.
- 13.7. The Supplier undertakes to hand over its products free of paint wetting impairment substances (LABS).
- 13.8. Proofs of origin requested by us, e.g. Supplier's declarations, movement certificates, etc., shall be provided by the Supplier with all the necessary details and duly signed without de-lay.
- 13.9. The Supplier confirms that it has acknowledged and comply with the FANUC EUROPE Supplier Code of Conduct, which can be viewed on the website FANUC | The Factory Automation Company - Fanuc. In particular, he will ensure that children and young people are only employed in compliance with the regulations of the International Labour Organisation (ILO), the United Nations (UN) and national law. It will also impose this obligation on its Suppliers.
- 13.10. If the supplier should be in a breach of FANUC EUROPE Supplier Code of Conduct, FANUC shall have the right to terminate the contractual relationship immediately with immediate effect. In the event of termination due to non-compliance with the FANUC EUROPE Supplier Code of Conduct, the Supplier's claims for damages against FANUC are excluded.

nastane zaradi kršitve ene izmed obveznosti, ki so navedene tukaj, je obvezan, da nas na prvi poziv zavaruje pred odškodninskimi zahtevki tretjih oseb zaradi nastale škode. Materiali, sestavni deli, sestavi, končni proizvodi ali embalažni materiali ne vsebujejo nikakršnih snovi z lastnostmi, ki zbuja veliko skrb, ki so navedene na trenutnem seznamu snovi po Uredbi REACH. Če so snovi z lastnostmi, ki vzbujajo veliko skrb, vsebovane v koncentraciji, ki je večja od 0,1 %, nas mora dobavitelj o tem nemudoma obvestiti.

- 13.6. Dobavitelj se zavezuje, da bo upošteval vse pravne zahteve za dele in/ali naprave, ki so nam dobavljene skladno z zahtevami evropskih direktiv o odpadni električni in elektronski opremi (OEEO) in o prepovedanih snoveh (trenutno veljavna različica Direktive RoHS 2, Direktiva 2011/65/EU) ter z ustreznimi nacionalnimi predpisi v državah članicah EU. To še zlasti velja za označevanje opreme, izogibanje prepovedanim snovem in posredovanje informacij družbam za odstranjevanje odpadnih snovi. Če so za skladnost z navedenimi pravnimi standardi potrebne spremembe delov in/ali opreme, mora dobavitelj pridobiti naše pisno soglasje, preden te spremembe uvede.
- 13.7. Dobavitelj se zavezuje, da bo svoje proizvode predal brez silikonov PWIS (LABS).
- 13.8. Dobavitelj predloži dokazila o izvoru, ki jih zahtevamo, npr. izjave dobavitelja, potrdila o gibanju blaga itn., vključno z vsemi potrebnimi podrobnosti, in jih brez odlašanja podpiše.
- 13.9. Dobavitelj potrjuje, da priznava in spoštuje kodeks ravnanja dobaviteljev FANUC EUROPE, ki si ga lahko ogledate na spletni strani FANUC | Podjetje za avtomatizacijo tovarn - Fanuc. Predvsem bo poskrbel, da bodo otroke in mladostnike zaposlovali le v skladu s predpisi Mednarodne organizacije dela (ILO), Združenih narodov (ZN) in nacionalno zakonodajo. To obveznost bo naložila tudi svojim dobaviteljem.
- 13.10. Če dobavitelj krši kodeks ravnanja dobaviteljev FANUC EUROPE, ima FANUC pravico nemudoma prekiniti pogodbeno razmerje s takojšnjim učinkom. V primeru odpovedi zaradi neskladnosti s kodeksom ravnanja dobaviteljev FANUC EUROPE so dobaviteljevi odškodninski zahtevki proti FANUC izključeni.

13.11. Further agreements with the Supplier (e.g. based on a quality assurance agreement) re-main unaffected.

14. Industrial Property Rights

- 14.1. The Supplier warrants that no industrial property rights and copyrights of third parties (hereinafter: IP Rights) are infringed in connection with its delivery or performance in countries of the European Union or other countries in which it manufactures the products or has them manufactured; we are not obliged to conduct investigations as to whether such property rights of third parties exist.
- 14.2. The Supplier shall be obliged to indemnify us upon first written request against all claims asserted against it by third parties due to the infringement of IP rights referred to in 14.1 and to reimburse it for all necessary expenses in connection with such a claim. This shall not apply if the Supplier proves that it is neither responsible for the infringement of IP Rights nor should have been aware of it at the time of delivery if it had exercised due commercial care.
- 14.3. Our further legal claims due to defects of title of the products delivered to us shall remain unaffected.
- 14.4. The limitation period for our rights under clause 14 shall be ten years beginning with the conclusion of the contract.

13.11. To ne vpliva na nadaljnje sporazume z dobaviteljem (npr. na podlagi pogodbe o zagotavljanju kakovosti).

14. Pravice industrijske lastnine

- 14.1. Dobavitelj jamči, da niso bile kršene nobene pravice industrijske lastnine in avtorske pravice tretjih oseb (v nadaljevanju: pravice IL) v povezavi z njegovo dobavo ali izvedbo v državah članicah Evropske unije ali v drugih državah, v katerih proizvaja proizvode ali v katerih je naročil njihovo proizvodnjo; ni nam treba izvajati preiskav o tem, ali takšne premoženjske pravice tretjih oseb obstajajo.
- 14.2. Dobavitelj se zavezuje, da nas bo ob prvem pisnem pozivu zavaroval pred vsemi zahtevki, ki jih proti njemu zaradi kršitev pravic IL, navedenih v točki 14.1, uveljavljajo tretje osebe, ter da nam bo povrnil vse potrebne stroške, povezane s takšnimi zahtevki. To ne velja, če dobavitelj dokaže, da ni niti odgovoren za kršitev pravic IL niti se mu ni bilo treba zavedati kršitev ob dostavi, če je le ravnal skladno s skrbnostjo dobrega gospodarja.
- 14.3. To ne vpliva na naše nadaljnje pravne zahtevke zaradi napak, povezanih z lastninsko pravico nad proizvodi, ki so nam bili dostavljeni.
- 14.4. Zastaralni rok za naše pravice po 14. členu je 10 let od sklenitve pogodbe.

15. Special Terms for Tools

- 15.1. The following terms and conditions shall apply supplementarily regarding the order of parts for the manufacture or production of which the Supplier uses tools for which we pay the tool costs as agreed or which are made available to the Supplier by us: Tools within the meaning of these terms and conditions are in particular punching and cutting tools, injection moulds, die-casting moulds, press moulds, chill moulds, models and dies.
- 15.2. The tool costs are inclusive of statutory value added tax, insofar as this is not shown separately.
- 15.3. Tools which we make available to the Supplier or which are acquired or manufactured for contractual purposes and which are charged to us separately by the Supplier shall remain our property or shall pass into our ownership. The right to transfer the tools to third parties for the manufacture of parts for us, as well as to have the tools repaired, renewed or modified by ourselves or by third parties, shall also pass to us with the ownership. The Supplier is obliged to identify the tools as our property, to store them carefully at its own expense and to insure them to a reasonable extent against damage of any kind.
- 15.4. The costs of their maintenance and repair or renewal shall be borne by the contracting parties - in the absence of an agreement to the contrary - in equal parts. However, insofar as these costs are attributable to defects in the items manufactured by the Supplier or to im-proper use on the part of the Supplier, its employees or vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify us immediately of any damage to the tools that is not merely insignificant.
- 15.5. Upon request, the Supplier shall be obliged to return the tools to us in proper condition if they are no longer required by him for the performance of the contracts concluded with us or if the delivery of the parts manufactured or produced with the tool is not made on time or in proper condition.
- 15.6. The Supplier may neither pass on the tools to third parties nor use them for its own or third-party purposes without our written consent. The confidentiality obligation in Sec. 9 shall apply accordingly regarding the tools.

15. Posebni pogoji za orodja

- 15.1. Naslednji pogoji dodatno veljajo za naročilo delov, pri proizvodnji katerih dobavitelj uporablja orodja, za katera po dogovoru plačujemo stroške orodij ali ki jih dajemo na razpolago dobavitelju: Skladno s pomenom v teh pogojih so orodja še zlasti prebijalna in rezalna orodja, kalupi za brizganje, kalupi za tlačno litje, kompresijski kalupi, hladilni kalupi, modeli in kokile.
- 15.2. Stroški orodij vključujejo zakonski davek na dodano vrednost, če ta ni prikazan ločeno.
- 15.3. Orodja, ki jih dajemo na voljo dobavitelju ali ki so nabavljena ali izdelana za pogodbene namene ter nam jih dobavitelj ločeno zaračuna, ostanejo v naši lasti ali preidejo v našo last. Tudi pravica, da orodja prenesemo na tretje osebe, da za nas izdelajo dele, in tudi pravica, da orodja popravimo, obnovimo ali spremenimo sami ali da to storijo tretje osebe, preide na nas skupaj z lastništvom. Dobavitelj mora prepoznati orodja kot naše premoženje, ga previdno shraniti na svoj strošek ter ga zavarovati v smiselnem obsegu pred kakršno koli škodo.
- 15.4. Stroške njegovega vzdrževanja in popravila ali obnove krijeta pogodbeni stranki enakomerno – če ni sporazuma, po katerem bi bilo dogovorjeno drugače. Če pa ti stroški nastanejo zaradi napak na delih, ki jih je izdelal dobavitelj, ali zaradi neustrezne uporabe dela s strani dobavitelja, njegovih zaposlenih ali zastopnikov, jih krije samo dobavitelj. Dobavitelj nas nemudoma obvesti o kakršni koli škodi na orodju, ki ni zgolj zanemarljiva.
- 15.5. Dobavitelj nam mora orodja na zahtevo vrniti v ustreznem stanju, če ga več ne potrebuje za izvajanje pogodb, ki jih je sklenil z nami, ali če dostave delov, ki jih je izdelal oz. proizvedel z orodjem, ni opravil pravočasno ali če dostavljeni deli niso v ustreznem stanju.
- 15.6. Dobavitelj orodja brez našega pisnega soglasja ne sme posredovati tretjim osebam ali ga sam uporabljati za namene tretjih oseb. Obveznost ohranjanja zaupnosti iz razdelka 9 ustrezno velja za orodja.

16. Services

If the ordered performance consists of a service, the following additional provisions shall apply:

- 16.1. Any travel costs, expenses and the provision of tools shall be paid by the Supplier, unless otherwise agreed in writing.
- 16.2. The Supplier undertakes to carry out the work by its own trained personnel and to engage subcontractors only with our prior consent. If the Supplier uses subcontractors, he shall still owe the overall success.
- 16.3. The Supplier undertakes to carry out the work by its own trained personnel.
- 16.4. Any necessary rectification shall be carried out without delay.
- 16.5. We shall be entitled to the rights of use and ownership of the service provided and paid for. The Supplier shall also not make any contradictory marking on drawings and other documents.

17. Software Rights

- 17.1. In the case of the delivery of software, we and our affiliated companies shall be entitled to carry out all copyright-relevant processes which are necessary or useful in Order to use the software in a comprehensive manner.
- 17.2. We may have the operation of the Software - also for the benefit of the Affiliated Companies - carried out by a third party (e.g. as outsourcing or hosting).
- 17.3. The granting of rights includes the authority to use the software as intended for the agreed contractual purpose, in particular to run the software, to store it, to reproduce it and to make it publicly and non-publicly accessible. The permitted operation of the software also includes the creation of backup copies in accordance with the respective state of the art and the right to print out the user manual and other information and to make them available to the affiliated companies in any technical manner.
- 17.4. If the software is individual software, the rights shall be granted exclusively to us. In addition to the object code of the software, the source code shall also be handed over.
- 17.5. The use of open-source software components is generally prohibited. Insofar as open-source components are to be used within the scope of the development, these components (e.g. libraries and development tools) are to be expressly named by the Supplier, stating the license form, the connection to the software to be delivered as well as the possible alternatives for use and released by us in writing in the respective individual case before delivery.

16. Storitve

Če naročena izvedba vključuje storitev, veljajo tudi naslednja dodatna določila:

- 16.1. Vse potne stroške, izdatke in oskrbo z orodji plača dobavitelj, razen če ni drugače dogovorjeno v pisni obliki.
- 16.2. Dobavitelj se zavezuje, da bo delo izvajalo njegovo usposobljeno osebje ter da bo podizvajalce najel le s predhodnim soglasjem. Če dobavitelj najame podizvajalce, je še vedno odgovoren za splošen uspeh projekta.
- 16.3. Dobavitelj se zavezuje, da bo delo opravljalo njegovo usposobljeno osebje.
- 16.4. Vsi potrebni popravki se opravijo brez odlašanja.
- 16.5. Upravičeni smo do pravice do uporabe storitve, ki je izvedena za nas in za katero smo plačali, in lastništva nad njo. Dobavitelj risbe in druge listine ne sme opremiti z nikakršnimi nasprotujočimi se oznakami.

17. Pravice glede programske opreme

- 17.1. V primeru dostave programske opreme imamo mi in naše povezane družbe pravico, da izvajamo vse procese, povezane z avtorskimi pravicami, ki so potrebni ali koristni pri celoviti uporabi programske opreme.
- 17.2. Za upravljanje programske opreme lahko najamemo tretjo osebo (npr. kot oddajo v zunanje izvajanje ali gostovanje), tudi v korist pridruženih družb.
- 17.3. Podelitev pravic vključuje pooblastilo za uporabo programske opreme, kot je nameravano za pogodbeno dogovorjen namen, še zlasti za zagon programske opreme, njeno shranjevanje, razmnoževanje in omogočanje javnega in nejavnega dostopa. Dovoljeno delovanje programske opreme vključuje tudi oblikovanje varnostnih kopij skladno z najnovejšim stanjem tehnike ter pravico do tiskanja priročnika za uporabo in drugih informacij, da so lahko na kakršen koli tehničen način na voljo pridruženim družbam.
- 17.4. Če je programska oprema narejena po meri, se pravice podelijo izključno nam. Poleg objektne kode programske opreme nam je treba predati tudi izvorno kodo.
- 17.5. Uporaba odprtokodnih sestavnih delov programske opreme je na splošno prepovedana. Če se odprtokodni sestavni deli uporabljajo v sklopu razvoja, mora te sestavne dele (npr. knjižnice in razvojna orodja) izrecno navesti dobavitelj, pri čemer mora navesti obliko licence, povezavo s programsko opremo, ki jo je treba dostaviti, ter druge možnosti uporabe, pred dostavo pa jih moramo v posameznem primeru izdati mi v pisni obliki.

18. Force majeure

Serious events, such as in particular force majeure, measures in connection with the Covid 19 pandemic and other pandemics, industrial disputes, riots, war or terrorist conflicts, which entail unforeseeable consequences for the performance of services, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect, even if they should be in default. An automatic termination of the contract is not associated with this. The contracting parties are obliged to notify each other of such an impediment and to adjust their obligations to the changed circumstances in good faith.

Hygiene measures in connection with the Covid19 pandemic: The costs for hygiene measures to the extent known at the time of conclusion of the contract are included in the prices offered. The legal regulations valid at the time of the conclusion of the contract as well as other relevant regulations for occupational health and safety, e.g. from professional associations, are considered to be known.

19. General Compliance

The Supplier agrees to comply with all applicable laws, regulations, and international standards, with special attention to those relating to anti-bribery and corruption, competition and fair business practices, and trade regulations, international export controls and EU, UN and US Sanctions regimes.

20. Anti-bribery and Anti-Corruption Clause

The Supplier shall not, directly, or indirectly, offer, promise, give, authorize, or solicit any financial or other advantage, whether in cash or in kind, to any person, including any public official or private individual, with the intent to influence any act or decision, or to obtain or retain business or gain any improper advantage.

21. Competition and Fair Business Practices

The Supplier shall not engage in any anti-competitive practices, including but not limited to price-fixing, market sharing, market segmentation, illicit agreements, or dealings, bid rigging, or any conduct that may violate EU, US or local competition laws.

18. Višja sila

Zaradi resnih dogodkov, še zlasti dogodkov v sklopu višje sile, ukrepov, povezanih s pandemijo covid-19 in drugimi pandemijami, industrijskih sporov, izgredov, vojne ali terorističnih spopadov, ki vključujejo nepredvidljive posledice za izvajanje storitev, so pogodbene stranke oproščene izpolnjevanja svojih obveznosti v obdobju trajanja motnje skladno z njenim učinkom, tudi če pri tem kršijo svoje obveznosti. S tem ni povezana samodejna prekinitve pogodbe. Pogodbeni stranki se obvestita o takšni oviri in svoje obveznosti v dobri veri prilagodita spremenjenim okoliščinam.

Higienski ukrepi, povezani s pandemijo koronavirusne bolezni 2019 (COVID-19): Stroški higienskih ukrepov, ki so znani v trenutki sklenitve pogodbe, so vključeni v ponudbeno ceno. Šteje se, da so znani pravni predpisi, veljavni ob sklenitvi pogodbe, ter drugi ustrezni predpisi glede zdravja in varnosti pri delu, npr. predpisi poklicnih združenj.

19. Splošna skladnost

Dobavitelj se strinja, da bo spoštoval vse veljavne zakone, predpise in mednarodne standarde, s posebnim poudarkom na tistih, ki se nanašajo na boj proti podkupovanju in korupciji, konkurenco in poštene poslovne prakse ter trgovinske predpise, mednarodni nadzor izvoza in režime sankcij EU, ZN in ZDA .

20. Klavzula o preprečevanju podkupovanja in korupcije

Dobavitelj ne sme neposredno ali posredno ponujati, obljubljeni, izročati, odobravati ali zahtevati finančnih ali drugih ugodnosti, bodisi v denarju ali v naravi, nikomur, vključno z javnimi uslužbenci ali zasebnimi posamezniki, z namenom vplivati na kakršnokoli dejanje ali odločitev, ali pridobiti oziroma ohraniti posel ali si zagotoviti kakršnokoli neprimerno prednost oziroma korist.

21. Konkurenca in poštenost v poslovnih praksah

Dobavitelj se ne sme posluževati proti konkurenčnih praks, ki vključujejo, vendar niso omejene na dogovarjanje o cenah, delitev trgov, segmentacijo trga, skrivne dogovore ali posle, manipulacijo z javnimi razpisi ali katerokoli vedenje, ki bi lahko bilo v nasprotju z zakonodajo EU, ZDA ali lokalnimi konkurenčnimi pravili.

22. Compliance with Trade regulations and International Sanctions

The Supplier shall ensure that its products, services, and technology comply with all applicable export control laws and regulations, including but not limited to restrictions on the export or re-export of certain goods, technology, or services to restricted countries, entities, or individuals.

Moreover, the Supplier shall not engage in any transactions or business activities that violate international sanctions imposed by the European Union, the United Nations, or other relevant authorities. This includes but is not limited to conducting business with restricted countries, entities, or individuals subject to sanctions.

23. Final clauses

- 23.1. If the Supplier is a merchant or a legal entity under public law, the agreed place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Celje. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Purchase or a prior individual agreement or at the Supplier's place of business or before other competent courts. Mandatory statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.
- 23.2. The legal relations in connection with this contract shall be governed by Slovenian law including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

22. Skladnost s trgovinskimi predpisi in mednarodnimi sankcijami

Dobavitelj mora zagotoviti, da njegovi izdelki, storitve in tehnologija ustrezajo vsem ustreznim zakonom in predpisom ki se nanašajo na kontrolo izvoza, vključno z omejitvami izvoza ali reizvoza določenega blaga, tehnologije ali storitev v sankcionirane države, entitete ali pa se nanašajo na posameznike. Poleg tega dobavitelj ne sme sodelovati v transakcijah ali poslovnih dejavnostih, ki so v nasprotju z mednarodnimi sankcijami, ki jih nalaga Evropska unija, Združeni narodi ali druge pristojne oblasti. To še posebej velja za poslovanje z državami, entitetami ali posamezniki, ki so pod sankcijami.

23. Končne določbe

- 23.1. Če je dobavitelj trgovec ali pravna oseba javnega prava, je za reševanje vseh sporov, ki so posredno ali neposredno povezani s pogodbenim razmerjem, določena krajevna pristojnost sodišča v kraju našega sedeža – v Celju. Toda prav tako imamo pravico v vseh primerih, da skladno s temi Splošnimi nabavnimi pogoji ali s predhodno posamezno pogodbo vložimo tožbo v kraju izvedbe obveznosti dostave ali v kraju poslovanja dobavitelja ali pred drugimi pristojnimi sodišči. To ne vpliva na obvezna zakonska določila, še zlasti na izključno pristojnost.
- 23.2. Pravni odnosi v povezavi s to pogodbo se urejajo skladno s slovenskimi zakoni, vključno z določili Konvencije Združenih narodov o pogodbah o mednarodni prodaji blaga (CISG).