

General Terms and Conditions for Purchase and Deliveries / Splošna pravila in pogoji za nakup in dostave**1. General/Form of legally binding declarations**

1.1 These General Terms and Conditions ("GTCs") shall apply exclusively to companies within the meaning of Article 13, par. 3 of Slovenian Obligations Code (OZ), i.e. natural persons or legal entities that provide the service in the course of pursuing their commercial or independent professional activities.

1.2 Different terms and conditions of the Supplier shall only apply if and to the extent expressly acknowledged by the Ordering Party in writing. The Ordering Party's silence regarding such different terms and conditions shall not be deemed in particular to be acknowledgement or consent, and this shall also apply to future contracts.

1.3 These GTCs shall apply in place of any terms and conditions, especially general terms and conditions of the Supplier, also where such terms and conditions stipulate that a purchase order or call-up is deemed to be the unconditional recognition of the general terms and conditions, or the Ordering Party orders/calls up, after the Supplier has referred to the validity of its general terms and conditions, unless the Ordering Party has expressly waived the validity of these GTCs. By accepting the order confirmation, the Supplier expressly acknowledges that it waives its legal objection derived from its general terms and conditions or other conditions of the Supplier. Legally binding declarations by the Ordering Party within the scope of the contractual relationship shall only be valid when given in writing unless text form is sufficient according to these GTCs. This shall not affect the precedence of an individual agreement.

2. Purchase orders

2.1 Purchase orders and their amendments/modifications shall only be valid when given in writing. The conveyance of purchase orders and call-ups via remote data transmission and EDP printouts, especially from the Ordering Party's order centres, shall be valid without signature.

2.2 If the Supplier fails to accept the purchase order within 14 calendar days of receipt, the Ordering Party can revoke it. Purchase orders shall be deemed accepted if the Supplier does not contradict them in writing or text form within 5 calendar days, if the Ordering Party has expressly indicated this legal consequence in the purchase order/call-up.

3. Change of delivery item and object of performance

The Ordering Party shall have the right at any time to request changes to the purchase order resp. delivery item and object of performance and the associated services which can be reasonably expected of the Supplier. The Supplier shall carefully examine the Ordering Party's change request immediately and notify the Ordering Party of the effects of the changes on the structure of the contract (such as deadlines, scheduling, acceptance terms and remuneration) and shall submit a quotation for the change immediately to the Ordering Party at prices in line with prevailing market rates. The Ordering Party shall examine the Supplier's quotation for the change. Only when the Ordering Party notifies the Supplier of its acceptance of its quotation for the change in writing shall the change take effect.

4. Delivery/Passing of risk/Packaging material

4.1 Unless otherwise agreed, the Supplier's services shall be deemed delivered duty unpaid (DAP Incoterms 2010) to the agreed recipients including packaging. The Supplier shall agree the means of transport with the Ordering Party. The Supplier shall unload the delivery item at the place of delivery and bring it into the place of delivery.

4.2 According to the agreed DAP Incoterms 2010, the risk shall pass upon delivery of the delivery item. Notwithstanding this, the risk in the case of deliveries, which also include the assembly or installation of the delivery item and other services that require acceptance, shall pass upon acceptance. If the Ordering Party negligently delays acceptance, the date of readiness for acceptance shall be decisive for such deliveries.

4.3 The Supplier shall, when delivering the delivery item, provide the Ordering Party with all documents (in an English version and a version written in the respective local language of the country where the delivery item will be used by the Ordering Party) that are required for the safe operation of the delivery item and/or specified in the respective specifications.

1. Splošno/Obrazec pravno zavezujočih izjav

1.1 Ta splošna pravila in pogoji (»GTC«) veljajo izključno za podjetja v smislu pomena 3. odstavka 13. člena Obligacijskega zakonika (OZ), tj. fizične osebe ali pravne osebe, ki opravljajo storitev z namenom izvajanja svojih gospodarskih ali neodvisnih poklicnih dejavnosti.

1.2 Drugačna pravila in pogoji veljajo za dobavitelja le v primeru in le v obsegu, ki ga naročnik izrecno odobri v pisni obliki. Naročnikov molk glede tovrstnih različnih pravil in pogojev ne velja kot potrditev ali soglasje, in to velja tudi v primeru bodočih pogodb.

1.3 Ta splošna pravila in pogoji veljajo namesto katerih koli pravil in pogojev, predvsem splošnih pravil in pogojev dobavitelja, tudi kjer tovrstni pravila in pogoji določajo, da naročilo ali odpoklic veljata za brezpogojno priznanje splošnih pravil in pogojev, ali naročnikovih naročil za nakup/vpoklicev - tudi, če se dobavitelj sklicuje na veljavnost svojih pravil in pogojev - razen če naročnik izrecno ne odpove veljavnosti teh pravil in pogojev. S sprejetjem potrditve naročila dobavitelj izrecno priznava, da se odpoveduje pravnemu ugovoru, ki izhaja iz njegovih splošnih pravil in pogojev ali drugih pogojev dobavitelja. Pravno zavezujoče izjave naročnika v obsegu pogodbenega razmerja veljajo le, ko so podane v pisni obliki, razen če elektronska oblika zadostuje v skladu s temi pravili in pogoji. To ne vpliva na prednost posameznih dogovorov v kateri koli obliki.

2. Naročila

2.1 Naročila in njihove dopolnitve/spremembe veljajo le, če so podani v pisni obliki. Naročila in odpoklici prek prenosa podatkov na daljavo in EDP izpisov, predvsem iz naročnikovih centrov za naročanje, so veljavni brez podpisa.

2.2 Če dobavitelj ne sprejme naročila v 14-ih koledarskih dneh od prejema, ga lahko naročnik prekliče. Naročila se štejejo kot sprejeta, če jim dobavitelj pisno ali v elektronski obliki ne ugovarja v 5-ih koledarskih dneh, če je naročnik v naročilu/odpoklicu izrecno navedel to pravno posledico.

3. Sprememba enote dostave in predmeta izvedbe

Naročnik ima kadar koli pravico zahtevati spremembo naročila oz. predmeta dobave, predmeta izvedbe in s tem povezanih storitev, ki jih je mogoče razumno pričakovati od dobavitelja. Dobavitelj nemudoma natančno preuči naročnikovo zahtevo po spremembi in naročnika obvesti o posledicah spremembe na strukturo pogodbe (kot so roki, termini, pogoji za prevzem in plačilo) ter naročniku nemudoma preloži predračun za omenjeno spremembo po cenah, ki so v skladu s prevladujočimi tržnimi cenami. Naročnik preveri dobaviteljev predračun za spremenjeno naročilo. Šele, ko naročnik dobavitelja pisno obvesti o potrditvi predračuna za spremenjeno naročilo, se sprememba izvede.

4. Dostava/Prenos tveganja/Embalažni material

4.1 Če ni drugače dogovorjeno, se dobaviteljeve storitve štejejo kot dobavljene, dajatve neplačane (DAP Incoterms 2010), dogovorjenim prejemnikom, vključno z embalažo. Dobavitelj se glede prevoznih sredstev dogovori z naročnikom. Dobavitelj dostavi enote na dogovorjeno mesto in jih na kraju dostave razloži.

4.2 V skladu z dogovorjenimi DAP Incoterms 2010 se tveganje prenese ob dostavi predmeta dobave. Ne glede na to, se tveganje v primeru dobav, ki vključujejo tudi sestavljanje in namestitve dobavljene enote in drugih storitev, ki zahtevajo prevzem, prenese ob prevzemu. Če naročnik iz malomarnosti zamudi s prevzgom, je pri tovrstnih dobavah odločilen datum pripravljenosti za prevzem.

4.3 Dobavitelj ob dobavi predmeta dobave naročniku predloži vse dokumente (verzija v angleškem jeziku in verzija, napisana v ustreznem lokalnem jeziku države, kjer bo dobavljen predmet v uporabi s strani naročnika), ki so potrebni za varno upravljanje z dobavljenim predmetom in/ali so določeni v ustreznih specifikacijah.

4.4 The timeliness of deliveries shall be decisive for their receipt at the agreed recipient. The timeliness of deliveries including assembly/installation and services requiring acceptance shall be decisive for their acceptance. If the Ordering Party negligently delays acceptance, the date of readiness for acceptance shall be decisive for such services.

4.5 Where delay in a delivery or service is foreseeable resp. where the quality of a delivery or service is not in compliance with the contract, the Supplier shall notify the Ordering Party immediately in writing or text form and obtain its decision. This shall also apply if the Supplier is not responsible for the delay in delivery and/or service. Acceptance of a delayed delivery/service shall not be deemed a waiver of claims for damages.

4.6 If technically and logistically possible within the scope of the Ordering Party's business operations, the Ordering Party shall dispose of packaging material and charge the costs to the Supplier. Otherwise the Supplier shall collect packaging at its expense on a regular basis from the Ordering Party and duly dispose of it.

5. Invoices and payments

5.1 Payments shall be made, unless otherwise agreed, after 60 calendar days net without deduction of cash discount. The term of payment shall begin as soon as the delivery or service is provided in full (and, in the case of works, was accepted by the Ordering Party) and the duly issued invoice has been received by the Ordering Party. An invoice shall only be deemed duly issued if it states the Ordering Party's purchase order number.

5.2 Payments shall not constitute any acknowledgement by the Ordering Party that the delivery or services comply with the contract.

5.3 The Supplier shall be responsible itself for the correct payment of taxes on all payments made by the Ordering Party. The remuneration shall be paid together with turnover tax added at the legally valid rate if and in so far as the Supplier's services are subject to added value tax and if the Supplier issues a correct invoice according to the provisions of the ZDDV-1 [Slovenian Value Added Tax Act]. If it is established that the Supplier's services are not subject to value added tax, the Supplier shall reimburse the incorrectly shown turnover tax immediately to the Ordering Party, waiving the defence of disenrichment.

6. Warranty

6.1 The warranty period of 24 months for production components shall commence upon delivery of the BSH product in which the production components were integrated to the end customer (at the latest, however, 12 months after the risk passes to the Ordering Party), in all other cases upon the passing of risk in the case of purchase contracts and the acceptance of the service in the case of contracts for works or deliveries with assembly and/or installation.

6.2 In the case of material defects and defects of title, the Supplier shall be liable for the duration of the warranty period to the extent that the Ordering Party shall have the right at its option to request replacement, remedy of defects or a reasonable price reduction and to request damages instead of performance.

6.3 In urgent cases (e.g. to prevent interruption of production), the Ordering Party shall have the right to remedy the defects determined itself at the Supplier's expense without fixing a deadline.

6.4 The Supplier shall bear the costs and risk of returning defective delivery items. The foregoing rights shall be subject to the regular limitation period according to Obligations Code (OZ).

6.5 In cases of subsequent fulfilment the Supplier undertakes to bear all expenses necessary for the purpose of subsequent fulfilment, in particular but without limitation transportation costs, travel costs, labour costs and the cost of materials as well as costs of removal and subsequent reinstallation.

6.6 The deliveries must be made in compliance with the European Union Directive 2002/95/EC resp. Directive 2011/65/EU as of expiry of the transposition period ("RoHS") on the restriction of the use of certain hazardous substances in electrical and electronic equipment and Art. 59 (1) and Art. 33 of Regulation (EC) No 1907/2006 ("REACH"). Furthermore, hazardous substances must be specified and their conformity confirmed to the Ordering Party using the BSH Declaration List resp. in another form specified by the Ordering Party (<http://www.bsh-group.de/index.php?page=1144>).

6.7 The Supplier further warrants the conformity of the delivery item with the essential requirements and assessment procedures stipulated in

4.4 Pravočasnost dobav je odločilnega pomena za sprejem pri dogovorjenem prejemniku. Pravočasnost dobav, vključno s sestavljanjem/namestitvijo in storitvami, ki zahtevajo sprejem, je odločilnega pomena za njihov sprejem. Če naročnik iz malomarnosti zamudi s prevzemom je pri tovrstnih storitvah odločilen datum pripravljenosti za prevzem.

4.5 Ko je zamuda pri dobavi ali storitvi predvidljiva oziroma kjer kakovost dobave ali storitve ni v skladu s pogodbo, mora dobavitelj nemudoma pisno ali v elektronski obliki obvestiti naročnika in pridobiti njegovo odločitev. To velja tudi, če dobavitelj ni odgovoren za zamudo pri dobavi in/ali storitvi. Prevzem dobave/storitve z zamudo se ne šteje kot opustitev odškodninskih zahtevkov.

4.6 Če je s tehničnega in logističnega vidika v sklopu naročnikovih poslovnih operacij mogoče, naročnik odstrani embalažni material in stroške zaračuna dobavitelju. Sicer dobavitelj od naročnika redno zbira embalažo na svoje stroške in jo nato odstrani.

5. Fakture in plačila

5.1 Plačila se izvede, če ni drugače dogovorjeno, v 60-ih koledarskih dneh neto, brez odbitka za gotovinski popust. Rok plačila prične teči takoj, ko je dostava oziroma storitev v celoti opravljena (oziroma je, ko gre za izvajanje del, sprejeta s strani naročnika), in ko naročnik prejme pravilno izstavljen račun. Račun se šteje kot pravilno izstavljen, če je na njem navedena naročnikova številka naročila.

5.2 Plačilo ne šteje kot priznanje s strani naročnika, da je dostava oziroma opravljena storitev v skladu s pogodbo.

5.3 Dobavitelj je sam odgovoren za pravilno plačilo davkov na vsa plačila, ki jih izplača naročnik. V plačilo je vključen davek na dodano vrednost, ki se ga doda po zakonsko veljavni stopnji, če so dobaviteljeve storitve predmet davka na dodano vrednost in če dobavitelj izda pravičen račun v skladu z določbami slovenskega Zakona o davku na dodano vrednost (ZDDV-1). Če se ugotovi, da dobaviteljeve storitve niso predmet obdavčitve z davkom na dodano vrednost, dobavitelj naročniku nemudoma nadomesti nepravilno prikazan davek na dodano vrednost, ter se odreče pravici do uveljavljanja ugovora prenehanja neupravičene obogatitve.

6. Garancija

6.1 Garancijsko obdobje 24-ih mesecev za proizvodne komponente prične ob dostavi proizvoda BSH, v katerega so bile komponente integrirane, končnemu kupcu (najpozneje pa 12 mesecev po tem, ko se tveganje prenese na naročnika), v vseh drugih primerih pa ob prenosu tveganja v primeru kupoprodajnih pogodb oziroma ob sprejemu storitev v primeru pogodb za delo ali dostave, vključno s sestavljanjem in/ali namestitvijo.

6.2 V primeru stvarnih ali pravnih napak je dobavitelj v času garancijskega obdobja odgovoren do te mere, da ima naročnik pravico po svoji presoji zahtevati zamenjavo, odpravo napak ali razumno znižanje cene ter zahtevati odškodnino namesto izvedbe.

6.3 V nujnih primerih (npr. da se prepreči prekinitve proizvodnje) ima naročnik pravico, da sam odpravi opredeljene napake na dobaviteljeve stroške brez določitve roka.

6.4 Dobavitelj je odgovoren za stroške in tveganja za vračilo pomanjkljivih dobavljenih enot. Za zgoraj navedene pravice velja redni zastaralni rok v skladu Obligacijskim zakonikom (OZ).

6.5 V primeru poznejše izpolnitve se dobavitelj zavezuje, da bo nosil potrebne stroške za namen poznejše izpolnitve, predvsem, a brez omejitve na stroške prevoza, potne stroške, stroške dela in stroške materiala ter stroške za odstranitev in ponovno namestitve.

6.6 Dostave morajo biti opravljene v skladu z Direktivo Evropske unije 2002/95/ES oziroma Direktivo 2011/65/EU od izteka prehodnega roka (RoHS) o omejitvi uporabe določenih nevarnih snovi v električni in elektronski opremi ter 59. (1) člena in 33. člena Uredbe (ES) Št. 1907/2006 (»REACH«). Poleg tega morajo biti nevarne snovi točno opredeljene, njihova skladnost pa potrjena naročniku z uporabo BSH izjave o skladnosti oziroma drugega obrazca, ki ga določi naročnik (<http://www.bsh-group.de/index.php?page=1144>).

6.7 Dobavitelj nadalje jamči za skladnost dostavljene enote z bistvenimi zahtevami in ocenjevalnimi postopki, ki so določeni v zakonodaji Evropske

European Community legislation for the delivery item. Proof of this must be certified according to the Slovenian General Safety of Products Act (ZSVP-1) resp. EC Machinery Directive by written EC declaration of conformity or manufacturer's declaration (depending on the type of application) in Slovenian and by the delivery item bearing the CE marking.

7. Incoming goods inspection

7.1 The Ordering Party shall inspect immediately after receipt of the deliveries whether they correspond to the ordered quantity and the ordered type and whether there are any visible transport damages or visible defects. Notice of obvious defects must be given within 2 weeks of receipt of the delivery/service, notice of hidden defects immediately after their discovery.

7.2 If a defective delivery results in the necessity for a higher level of control for incoming goods than is customary in terms of defects, quality or deviation from the agreed characteristics, the Supplier shall bear the costs for this.

8. Property rights

8.1 The Supplier warrants that the delivery items are free of third-party rights. The Supplier shall indemnify the Ordering Party in particular against third-party claims for infringement of property rights.

8.2 If the Ordering Party resp. its customers is (are) prohibited from manufacturing and/or delivering due to infringement of a property right, the Supplier shall make good the damage incurred by the Ordering Party and, at the Ordering Party's option, shall obtain a licence from the property right holder or take back the delivered goods.

9. Open Source Software

9.1 The Supplier undertakes that its service includes only Free and Open Source Software, the use thereof having been previously released in writing by the Ordering Party.

9.2 "Free and Open Source Software" ("FOSS") is software provided by the right holder to any users royalty-free with the right to process and/or disseminate on the basis of a licence or other contractual arrangement.

9.3 If the Supplier uses released FOSS, the Supplier shall be obliged, irrespective of its obligation to comply with the terms of the licence, to provide the Ordering Party with a list of all FOSS components used, indicating the licence respectively to be used, a copy of the full licence text and the existing copyright information and copyright notices, and to make available the corresponding source code of the FOSS components.

10. Product liability

10.1 In the case that claims are asserted by third parties against the Ordering Party for infringement of national or foreign product liability laws based on such defects in Products that are attributable to the delivered Products or based on other acts or omissions attributable to the Supplier, the Supplier shall hold harmless and indemnify the Ordering Party from any such claims and shall reimburse the Ordering Party for any costs incurred by the Ordering Party in connection therewith, to the extent that the asserted damage originates from the sphere of responsibility, domain or organisation of the Supplier and the Supplier itself is liable in the external relationship towards the third party claim-ant. The Supplier shall reimburse the Ordering Party for any costs incurred by the Ordering Party in connection with the defence of unjustified claims asserted by third parties, to the extent that the alleged damage would originate from the sphere of responsibility, domain or organisation of the Supplier.

10.2 The Supplier shall reimburse the Ordering Party for any and all costs incurred by the Ordering Party in connection with recall actions or other product safety measures (e.g. warnings, replacements, product modifications or retrofits) that are reasonable in terms of preventing potential damage, to the extent that such potential damage originates from the sphere of responsibility, domain or organisation of the Supplier. The Ordering Party will inform the Supplier – if and to the extent possible and reasonable – about the type and scope of any such recall action or other safety measure and give the Supplier the opportunity to comment thereon. Further claims of the Ordering Party shall remain unaffected.

11. Business liability insurance and product liability insurance

The Supplier undertakes for the duration of the contractual relationship to conclude an appropriate business liability insurance and product liability

skupnosti za predmet dobave. Dokazilo o tem mora biti certificirano v skladu s slovenskim Zakonom o splošni varnosti proizvodov [ZSVP-1] oziroma Direktivo ES o strojih s pisno izjavo ES o skladnosti ali izjavo proizvajalca (odvisno od vrste uporabe) v slovenskem jeziku in z oznako CE na enoti dostave.

7. Pregled vhodnega blaga

7.1 Naročnik takoj po prejemu pregleda dobave, če te ustrezajo naročeni količini in naročenemu tipu, ter če so vidne kakršne koli poškodbe zaradi prevoza ali druge vidne napake. Obvestilo o očitnih napakah je treba podati v roku dveh tednov po prejeti dobavi/opravljeni storitvi, obvestilo o skritih napakah pa takoj po njihovem odkritju.

7.2 Če pomanjkljiva dostava privede do potrebe po višji stopnji nadzora vhodnega blaga kot je običajno, v smislu napak, kakovosti ali odstopanja od dogovorjenih lastnosti, stroške za to nosi dobavitelj.

8. Premoženjske pravice

8.1 Dobavitelj jamči, da so enote dostave proste pravic tretjih oseb. Dobavitelj naročniku povrne škodo, predvsem v primeru terjatev tretjih oseb glede kršitve premoženjskih pravic.

8.2 Če je naročniku oziroma njegovi stranki prepovedana izdelava in/ali dostava zaradi kršitve premoženjske pravice, dobavitelj povrne škodo, ki je naročniku nastala in, po naročnikovi presoji, pridobi dovoljenje imetnika premoženjske pravice ali prevzame nazaj dostavljeno blago.

9. Odprtokodna programska oprema

9.1 Dobavitelj se zavezuje, da njegove storitve vključujejo le prosto in odprtokodno programsko opremo, katere uporabo je naročnik predhodno pisno potrdil.

9.2 »Prosta in odprtokodna programska oprema« (»FOSS«) je programska oprema, ki jo imetnik pravice vsem uporabnikom nudi brezplačno, s pravico obdelave in/ali razširjanja na podlagi licence ali drugega pogodbenega dogovora.

9.3 Če dobavitelj uporablja prosto FOSS, se dobavitelj ne glede na obveznost skladnosti s pogoji licence zavezuje, da bo naročniku priskrbel seznam vseh uporabljenih komponent FOSS z navedbo, katera licenca bo v uporabi, kopijo celotnega besedila licence, obstoječe podatke o avtorskih pravicah in obvestila o avtorskih pravicah, ter omogočil razpoložljivost ustrezne izvorne kode komponent FOSS.

10. Odgovornost za proizvode

10.1 Če tretje stranke uveljavljajo zahtevke do naročnika zaradi kršitve odgovornosti za proizvode na državni ali tuji ravni, na podlagi napak na proizvodih, ki jih gre pripisati dobavljenim proizvodom, ali na podlagi drugih dejanj ali opustitev dejanj, ki jih gre pripisati dobavitelju, dobavitelj prevzame odgovornost in povrne škodo naročniku za kakršne koli zahtevke ter naročniku povrne stroške, ki bi jih ta v zvezi s tem imel, če škoda izhaja iz sfere dobaviteljeve odgovornosti, domene ali organizacije in je dobavitelj sam odgovoren v zunanjem odnosu do tretje osebe, ki vloži zahtevek. Dobavitelj povrne naročniku katere koli stroške, ki jih ima naročnik z obrambo pred neupravičenimi zahtevki, ki jih uveljavljajo tretje osebe, če domnevna škoda izhaja iz sfere odgovornosti, domene ali organizacije dobavitelja.

10.2 Dobavitelj povrne naročniku katere koli in vse stroške, ki jih ima naročnik z vpoklici ali drugimi varnostnimi ukrepi glede proizvodov (npr. opozorila, zamenjave, spremembe proizvoda ali obnove), ki so razumni v smislu preprečevanja potencialne nevarnosti, če tovrstna potencialna nevarnost izhaja iz sfere odgovornosti, domene ali organizacije dobavitelja. Naročnik obvesti dobavitelja – če je to možno in razumno – glede tipa in obsega katerega koli tovrstnega vpoklica ali drugega varnostnega ukrepa ter dobavitelju omogoči možnost, da se o tem izjavi. Nadaljnji zahtevki naročnika ostanejo nespremenjeni.

11. Zavarovanje odgovornosti za poslovne obveznosti in zavarovanje odgovornosti za proizvode

Dobavitelj se za čas trajanja pogodbenega razmerja zavezuje, da bo sklenil ustrezno zavarovanje odgovornosti za poslovne obveznosti in

insurance and to maintain them for at least 5 years after the contract ends.

12. Supplies

The Ordering Party shall retain title to substances or parts supplied by the Ordering Party. They may only be used for their intended purpose. Such substances shall only be processed and parts assembled for the Ordering Party. The Ordering Party shall become co-owner of products manufactured using its substances and parts in the ratio of the value of the supplies to the value of the product as a whole which the Supplier shall hold in safe custody for the Ordering Party. In the case of a reduction in value or losses, the Supplier shall compensate the Ordering Party.

13. Tools, moulds, samples etc.

Tools, moulds, samples, models, profiles, drawings, test specifications, standard specification sheets, art work masters and gauges provided by the Ordering Party as well as objects manufactured according to them may not be passed on to third parties nor used for purposes other than the contractual purposes without the Ordering Party's written consent. They must be protected against unauthorised inspection and use. Subject to further rights, the Ordering Party can request their surrender, in particular if the Supplier violates these obligations.

14. Return of documents, non-disclosure

14.1 The Supplier shall treat the conclusion and results of the contract, business transactions and the know-how and experience in providing the services acquired from and about the Ordering Party or other information ("Information") obtained within the scope of the business relationship as secret with respect to unauthorised third parties as long as and if this has not lawfully entered the public domain unless a legal or official obligation to disclose exists or the Ordering Party has consented in writing to Information being passed on in an individual case. The Supplier shall use this Information exclusively for the purposes required to provide the services. This obligation of secrecy shall also survive termination of the contractual relationship for a period of 3 years.

14.2 The Supplier undertakes to keep safe all property of the Ordering Party or Affiliated Companies in its possession, in particular keys, files, data stored electronically and other documents relating to the business operations of the Ordering Party or Affiliated Companies in such a way that they cannot fall into the hands of unauthorised third parties. All documents must be delivered to the Ordering Party at any time upon request, at the latest when the contractual relationship ends without being requested to do so, or destroyed. In the case of data transmitted to the Supplier by the Ordering Party, the Ordering Party shall also have a right against the Supplier for the Supplier to make a declaration to cease and desist with a penalty clause for the benefit of the Ordering Party.

15. Foreign trade

The Supplier shall be obliged to notify the Ordering Party in writing of any permit requirements relating to the (re-)export of the products according to national, European, US export and customs regulations, applicable to the contractual relationship, and of export and customs regulations of the country of origin of the products. For this purpose, the Supplier shall provide the Ordering Party with all necessary information. This includes in particular but is not limited to: (i) all relevant export list numbers; (ii) the Export Control Classification Number (ECCN) of the U.S. Commerce Control List if the products fall within the scope of the U.S. Export Control Administration Regulations; (iii) the customs tariff number according to the current commodity classification of foreign trade statistics and the HS Code (Harmonized System); (iv) declaration of origin (non-preferential origin) of each product; (v) the Supplier's declaration on the preferential origin for suppliers from the European Union (if requested by us); (vi) preference certificates for non-European suppliers (if requested by the Ordering Party). At the Ordering Party's request, the Supplier shall be obliged to provide all other foreign trade data relating to the products to be delivered according to the contract and their components in writing and notify the Ordering Party immediately (before delivery of the products accordingly concerned) in writing of any changes to the above data.

16. Corporate social responsibility

The Supplier undertakes to comply with the laws of the respectively applicable legal system(s), not to tolerate any form of corruption and bribery, to respect the fundamental rights of its employees and the

zavarovanje odgovornosti za proizvode ter ju ohranil vsaj še 5 let po izteku pogodbe.

12. Material

Naročnik obdrži lastninsko pravico na snoveh ali delih, ki jih dobavi naročnik. Ti se lahko uporabljajo le za predvideni namen. Tovrstne snovi se lahko obdela oziroma tovrstne dele se lahko sestavi le za naročnika. Naročnik postane solastnik proizvodov, ki so bili proizvedeni z uporabo njegovih snovi in delov v razmerju vrednosti materialov do vrednosti proizvoda kot celote, ki ga mora dobavitelj za naročnika hraniti na varnem. V primeru zmanjšanja vrednosti ali izgub mora dobavitelj to vrednost nadomestiti naročniku.

13. Orodja, kalupi, vzorci itd.

Orodij, kalupov, vzorcev, modelov, profilov, skic, specifikacij testov, specifikacij standardov, izvirnikov umetniških del in merilcev, ki jih priskrbi naročnik, ter predmetov, ki so proizvedeni v skladu z njimi, se ne sme predajati tretjim osebam ali uporabljati za namene, ki niso opredeljeni s pogodbo, če naročnik za to ne poda pisne odobritve. Biti morajo zaščiteni pred nepooblaščenim pregledom in uporabo. V okviru nadaljnjih pravic lahko naročnik zahteva, da se jih preda, predvsem, če dobavitelj krši te obveze.

14. Vračilo dokumentov, nerazkritje

14.1 Dobavitelj obravnava sklenitev in rezultate pogodbe, poslovne transakcije ter know-how in izkušnje pri opravljanju storitev, ki mu jih dodeli in se nanašajo na naročnika, ali druge informacije (»informacije«), ki jih pridobi v okviru poslovnega razmerja, kot zaupne z ozirom do nepooblaščenih tretjih oseb, dokler in če omenjene vsebine zakonsko ne preidejo v javno rabo, če ne obstaja zakonska ali uradna obveznost razkritja ali če naročnik za posamezen primer ni pisno odobril, da se informacije preda naprej. Dobavitelj te informacije uporablja izključno za namene, ki so potrebni za opravljanje storitev. Obveznost zaupnosti velja tudi po preinitvi pogodbenega razmerja, in sicer še tri leta.

14.2 Dobavitelj se zavezuje, da bo varno hranil vso lastnino naročnika ali povezanih družb, predvsem ključe, datoteke, elektronsko shranjene podatke in druge dokumente, ki se nanašajo na poslovne operacije naročnika ali povezanih družb, tako da ne morejo preiti v roke nepooblaščenim tretjim osebam. Vsi dokumenti morajo biti naročniku dostavljeni, kadar koli to zahteva, najpozneje pa ob preinitvi pogodbenega razmerja, pri čemer zahteva naročnika ni potrebna, oziroma jih je treba uničiti. Če naročnik dobavitelju prenese podatke, ima naročnik v odnosu do dobavitelja pravico, da od dobavitelja pridobi izjavo o prenehanju in odpovedi nadaljnji uporabi pod pogodbeno kaznijo v korist naročnika.

15. Zunanja trgovina

Dobavitelj se obvezuje naročnika pisno obvestiti o kakršnih koli zahtevah za izdajo dovoljenja glede (ponovnega) izvoza proizvodov v skladu z nacionalnimi, evropskimi, ZDA carinskimi in izvoznimi predpisi, ki se nanašajo na pogodbeno razmerje, in o izvoznih in carinskih predpisih izvirne države proizvoda. S tem namenom mora dobavitelj naročniku priskrbeti vse potrebne informacije. To vključuje predvsem, a ni omejeno na: (i) vse potrebne številke izvoznih listin; (ii) klasifikacijsko kodo izvozne kontrole (ECCN) na trgovinskem kontrolnem listu ZDA, če proizvod spada v okvir administrativnih predpisov za nadzor izvoza blaga v ZDA; (iii) carinsko tarifo v skladu s trenutno razvrstitvijo blaga v statistiki zunanje trgovine in kodo harmoniziranega sistema (HS); (iv) izjavo o poreklu (nepreferencialno poreklo) vsakega proizvoda; (v) dobaviteljevo izjavo o preferencialnem poreklu dobaviteljev iz Evropske unije (če je tako zahtevano z naše strani); (vi) certifikati o preferenci za neevropske dobavitelje (če tako zahteva naročnik). Na zahtevo naročnika je dobavitelj obvezan v pisni obliki priskrbeti vse druge podatke o zunanji trgovini, ki se nanašajo na proizvode, ki jih je treba dostaviti v skladu s pogodbo, in njihove komponente, ter naročnika nemudoma pisno obvestiti (pred dostavo zadevnih proizvodov) glede kakršnih koli sprememb zgoraj omenjenih podatkov.

16. Korporativna družbena odgovornost

Dobavitelj se zavezuje, da bo ravnal skladno z zakoni veljavnega pravnega sistema/sistemov, da ne bo toleriral nikakršne oblike korupcije in podkupovanja, da bo spoštoval temeljne pravice svojih zaposlenih in

prohibition on child and forced labour. The Supplier shall furthermore assume responsibility for the health and safety of its employees at the workplace, provide for fair pay and working hours, comply with environmental legislation and use its best efforts to promote and demand compliance with such principles from its own suppliers.

17. Spare parts for obsolete series production requirements

17.1 The Supplier undertakes to supply spare parts to the Operating Party, also after discontinuation of series delivery ("DSD"), for the average useful life of the respective delivery item, in the case of production components for at least 7 years. The supply of such spare parts shall also be subject to the provisions of these General Terms and Conditions.

17.2 The Ordering Party shall have the right, within a period of 6 months after DSD to cover spare parts requirements of BSH for the underlying delivery items still according to the terms and conditions of the series delivery ("Interim Coverage"). The Ordering Party shall seek final coverage for the period after expiry of the 7 years.

17.3 Spare parts can also be supplied with the Ordering Party's consent from current production. Consent shall only be given if no additional expenses are incurred by the Ordering Party and no quality impairment occurs.

17.4 Spare parts shall be supplied to agreed spare parts warehouses after DSD.

18. Force majeure

Force majeure, operational disruptions through no fault of the Ordering Party, unrest and other unavoidable events shall entitle the Ordering Party, irrespective of its other rights, to rescind the contract in whole or in part provided such events are not of insignificant duration (i.e. persist for longer than 4 weeks) and result in a substantial reduction of the Ordering Party's requirements and the Ordering Party notifies the Supplier of the obstacle immediately.

19. Assignment

The Supplier shall have the right to assign the claims and other rights only with the prior written consent of the Ordering Party.

20. Place of jurisdiction, applicable law

20.1 If the Supplier is a general merchant, any disputes arising hereunder shall be settled exclusively before a competent Celje court of law, Republic of Slovenia.

20.2 The contractual relationship is governed exclusively by the law of the Republic of Slovenia, to the exclusion of conflict of law provisions and the uniform United Nations Sales Convention (CISG).

prepoved otroškega in prisiljenega dela. Dobavitelj nadalje sprejema odgovornost za zdravje in varnost svojih zaposlenih na delovnem mestu, skrbi za pravično plačilo in delovni čas, upošteva okoljsko zakonodajo in se po najboljših močeh trudi spodbujati in zahtevati skladnost s temi načeli pri svojih dobaviteljih.

17. Rezervni deli za potrebe zastarelih proizvodnih serij

17.1 Dobavitelj se zavezuje, da bo za naročnika dobavljal rezervne dele tudi po prenehanju dobave serije, za povprečno življenjsko dobo določene enote dostave, v primeru proizvodnih komponent pa še vsaj sedem let. Dobava teh rezervnih delov je prav tako predmet določb teh splošnih pravil in pogojev.

17.2 Naročnik ima pravico, da v roku šestih mesecev po prenehanju dobave serije še vedno krije potrebe po rezervnih delih za BSH za zadevne enote dostave v skladu s pravili in pogoji serijske dostave (»vmesna pokritost«). Naročnik si bo po izteku sedmih let prizadeval za končno založenost.

17.3 Rezervne dele se lahko z naročnikovim soglasjem dobavlja tudi iz tekoče proizvodnje. Soglasje se poda le, če naročniku pri tem ne nastanejo dodatni stroški in ne pride do zmanjšanja kakovosti.

17.4 Po prenehanju dobave serije se rezervne dele dobavi v dogovorjeno skladišče za rezervne dele.

18. Višja sila

Višja sila, motnje delovanja, ki niso krivda naročnika, nemiri in drugi neizogibni dogodki dajejo naročniku pravico, ne glede na druge pravice, da deloma ali v celoti razdre pogodbo, če trajanje teh dogodkov ni zanemarljivo (tj. trajajo več kot štiri tedne) in privedejo do znatnega zmanjšanja naročnikovih potreb in naročnik o tem nemudoma obvesti dobavitelja o tej oviri.

19. Prenos

Dobavitelj ima pravico do prenosa terjatve in drugih pravic le s predhodnim pisnim soglasjem naročnika.

20. Kraj pristojnosti, veljavna zakonodaja

20.1 Če je dobavitelj splošni trgovec, se vsi spori, ki izhajajo iz te pogodbe, rešujejo izključno pred pristojnim sodiščem v Celju, Republika Slovenija.

20.2 Pogodbena razmerje ureja izključno pravno Republike Slovenije z izključitvijo kolizijskih predpisov in Konvencije ZN o mednarodni prodaji blaga (CISG).