

Splošni nabavni pogoji družbe A&E Europe d.o.o.

1 UVODNO

- 1.1. Za potrebe teh splošnih nabavnih pogojev (»**SNP**«) je dobavitelj vsaka oseba, ki družbi A&E Europe d.o.o. dobavlja blago in/ali zanj opravlja določene storitve (»**dobavitelj**«).

Za potrebe teh SNP je kupec družba A&E Europe d.o.o., Novakova ul. 6, 2000 Maribor, matična številka: 5215838000 (»**kupec**« ali »**A&E Europe d.o.o.**«), ki od dobavitelja kupi blago in/ali je naročnik njegove storitve.

2. OBSEG POGOJEV

- 2.1. Ti splošni nabavni pogoji določajo osnove za vsa naročila.
- 2.2. Ti SNP veljajo med strankama ves čas trajanja njunega poslovnega sodelovanja kakor tudi za prihodnja poslovna sodelovanja. Šteje se, da je dobavitelj seznanjen s temi SNP, ki so bodisi objavljeni na kupčevi spletni strani, na drugih medijih ali pa so bili dobavitelju poslani po elektronski ali navadni pošti ali so mu bili izročeni osebno, ali pa jih je dobavitelj potrdil.

Vsako pisno naročilo kupca vsebuje določilo, da so SNP bistveni sestavni del naročila, razen, kadar se je dobavitelj s SNP že vnaprej seznanil.

Kadarkoli dobavitelj pristopi k izpolnitvi kupčevega naročila, se šteje, da sprejema kupčeve SNP.

3. SKLENITEV POGODBE

- 3.1. Kupec v nobenem primeru ne krije stroškov vezanih na storitev dobavitelja, še zlasti ne, vendar ne izključno, stroškov vezanih na pripravo dobaviteljevih ponudb. Kupec nikdar ni dolžan skleniti pogodbe na podlagi ponudbe, ki jo prejme od dobavitelja. Če dobavitelj v času priprave ponudbe ali pogajanj opravi določene storitve, ki jih namerava zaračunati kupcu v fazi priprav na ponudbo, to lahko stori le, v kolikor je kupca o tem predhodno pisno obvestil in od njega prejel izrecno pisno soglasje.
- 3.2. Vse ponudbe s strani dobavitelja morajo biti podane v pisni obliki, prav tako pa se tudi naročila oddajajo v pisni obliki. Če se naročila v izjemnih okoliščinah oddajo ustno, jih je potrebno naknadno pisno potrditi. Enako velja za ustne pomožne sporazume ali medsebojne zaveze med strankama, ki sporazumno spreminjajo ali dopolnjujejo vsebino pogodbe, ki je bila sestavljena v pisni obliki.
- 3.3. V kolikor se z naročilom ne potrdi pisne ponudbe dobavitelja v celoti, pač pa le v določenem delu, takšno naročilo ne velja oz. velja le v delu, v katerem je ponudba potrjena. Dobavitelj mora v roku, navedenem v naročilu, ali v drugem razumnem roku, potrditi, da je vsebina naročila enaka. V nasprotnem primeru kupec ne bo vezan z naročilom.
- 3.4. Šteje se, da je pogodba sklenjena v kraju sedeža kupca.

4. ROKI

- 4.1. Dogovorjeni roki so bistvena sestavina dogovora med strankama in so zavezujoči. V primeru kršitve s strani

General Terms and Conditions of Purchase of the company A&E Europe d.o.o.

1 PRELIMINARY

- 1.1 For the purposes of these General Terms and Conditions of Purchase ("GPC") the supplier is the person/entity, supplying the company A&E Europe d.o.o. with goods or the person/entity performing certain services ("supplier").

For the purposes of these GPC, the buyer is the company A&E Europe d.o.o., Novakova 6, 2000 Maribor, identification number: 5215838000 ("buyer" or "A&E Europe d.o.o."), purchasing goods and/or services from the supplier.

2. SCOPE OF THE TERMS

- 2.1. These GPC shall form the contractual basis for all orders.
- 2.2. GPC apply between the parties for the duration of their business cooperation as well as for future business cooperation. It shall be deemed that the supplier is aware of these GPC, which were either published on the buyer's webpage, other media or have been sent to the supplier by way of electronic or regular post, or the supplier has acknowledged them.

Each written order of the buyer comprises of the provision, that the GPC are an essential component to the order, save in instances when the supplier has already made itself familiar with the GPC.

Whenever the supplier undertakes to execute the buyer's offer, it shall be deemed that the supplier accepts these GPC.

3. CONCLUSION OF CONTRACT

- 3.1. The buyer does not cover costs related to the service of the supplier, in particular, but not exclusively, the costs related to the preparation of the supplier's offers. The buyer is never obliged to enter into the contract with the supplier based on the received offer by the supplier. If the supplier intends to charge certain services to the buyer during the phase of the preparation of the offer, the supplier may do so only under the conditions that it has informed the buyer thereon in writing and obtained the buyer's explicit written consent.
- 3.2. All offers by the supplier must be given in written form. Orders shall also be submitted in writing. If offers are given orally in exceptional cases, they must be subsequently confirmed in writing. The same shall apply to verbal ancillary agreements and commitments, which modify or supplement the content of a contract that has been drawn up in writing.
- 3.3. If the order does not fully confirm the written quotation with the same content, then the contract will be concluded on the basis of a written order confirmation that confirms the content of the order. The supplier must confirm, within the binding period stated in the order, or else within a reasonable period, that the content of the order is the same. Otherwise, the buyer will not be bound by the order.
- 3.4. It shall be deemed that the contract is concluded in the place of the seat of the buyer.

4. PERIODS AND TIMES

- 4.1. The agreed deadlines are an essential component of the contractual relationship and are binding. In case of breach by

dobavitelja lahko kupec postopa skladno z določili Obligacijskega zakonika. Pri dostavi blaga mora biti dostava prejeta na določenem namembnem kraju. Če je postopek prevzema dogovorjen ali je predpisan z zakonom, se šteje, da je prevzem opravljen v roku, če ga je opravila s strani kupca pooblaščen oseba.

- 4.2. Takoj ko dobavitelj izve za okoliščine, da je izpolnitev njegovih dobav ali storitev v dogovorjenem roku ali ob dogovorjenem času v celoti ali delno nemogoča, mora kupca o tem nemudoma pisno obvestiti z navedbo razlogov in predvidene dolžine zamude. Obvestilo ne razbremeni dobavitelja odgovornosti za primer neizpolnitve, delne izpolnitve in/ali prepozne izpolnitve in obveznosti za povračilo škode, če je ta nastala.
- 4.3. V kolikor v času trajanja poslovnega sodelovanja med dobaviteljem in kupcem pride do ovir, ki onemogočajo ali otežujejo izpolnitev obveznosti, kot so višja sila, vojne, in drugi nepredvidljivi in neizogibni dogodki, kot npr. delovni spori, bodo pogodbene obveznosti zadržane, če stranka na čigar teritoriju se je pripetila ovira zanjo ne odgovarja. Začasna prekinitev sodelovanja podaljša čas izpolnitve oz. roke za čas trajanja ovire. Drugo pogodbeno stranko pa je treba nemudoma obvestiti o nastopu ali prenehanju ovire, ki vpliva na izpolnitev pogodbe.
- 4.4. Če dobavitelj pravočasno ne izpolni v celoti svoje obveznosti, je kupec upravičen kot pogodbeno kazni zahtevati 0,5% vrednosti naročila za vsak polni teden zamude, upravičen pa je zahtevati tudi takojšnje izpolnitve. V izogib dvomu se šteje, da kupec zahteva tako pogodbeno kazni kot tudi izpolnitve. Zgornje ne vpliva na vse druge zahtevke, ki jih ima kupec skladno z veljavno zakonodajo.
- 4.5. Za vsako dobavo, ki bo izvršena pred določenim oz. dogovorjenim datumom, si kupec pridržuje pravico da:
- zavrne blago na stroške dobavitelja; ali
 - sprejme blago, fakturo pa poravnava upoštevajoč dogovorjeni rok dobave; in
 - za predčasno dobavljeno blago lahko kupec zaračuna dobavitelju stroške skladiščenja po kupčevem ceniku.
- 4.6. Šteje se, da je v zamudi celotno naročilo vse dotlej, dokler ni dospela zadnja pozicija. Če je na naročilnici več pozicij z različnimi datumi dobave, veljajo smiselne povezave med njimi in pozicijami, tako da je dobavitelj dolžan posamezno pozicijo dobaviti v roku, ki je naveden pri tej konkretni poziciji.

5. DOSTAVA IN PREVZEM BLAGA

- 5.1. Razen če je pisno dogovorjeno drugače in / ali če je sprejem dogovorjen ali predviden v zakonu, bodo vse dostave potekale na „namembnem kraju DDP, Incoterms® 2020“.
- 5.2. Vsaki pošiljki je treba priložiti dobavnico s kupčevo številko naročila, številko izdelka, vrsto embalaže ter količino in težo dostave.
- 5.3. Delne pošiljke so sprejemljive le pod pogojem, da je kupec k temu vnaprej podal svojo izrecno pisno odobritev. Dobavitelj mora kriti dodatne stroške prevoza, ki nastanejo kot posledica delnih dobav, tudi če je za delne dobave podano pisno soglasje kupca. Soglasje kupca za delne dobave ne omogoča dobavitelju, da izda ločen račun za delno dostavo.
- 5.4. Dovoljene so le tiste presežne in kratke pošiljke, ki so običajne v trgovini.

the supplier, the buyer may act in accordance with the provisions of the Code of Obligations (*Obligacijski zakonik*). When delivering the goods, the delivery must take place at the determined delivery point. If the process of take-over is agreed or prescribed by law, it shall be deemed that the take-over took place, if the authorised person by the buyer performed it.

- 4.2. As soon as the supplier acknowledges any circumstances which would mean a partial or full impossibility to fulfil its supply or perform the service within the agreed timeline or at a certain time, the supplier must immediately inform the buyer thereon in writing. The supplier must also state the reasons and the anticipated duration of the delay. The notification does not hold the supplier harmless and irresponsible for non-fulfilment, partial fulfilment, delayed fulfilment and the obligation to compensate damages, if they occurred.
- 4.3. Impediments that arise during execution of the contract will suspend contractual obligations in the event of force majeure, war and also other unpredictable and unavoidable events, for example labour disputes, if the contracting party at whose premises the impediment arises is not responsible from them. The suspension will bring about an extension of times or deadlines for the duration of the impediment. The other contracting party must be notified immediately when an impediments arises or ends.
- 4.4. If the supplier does not fulfil his obligation in time, the buyer is entitled to demand 0.5% of the value of the order for each full week of delay as a contractual penalty, and the buyer is also entitled to demand immediate fulfilment. For the avoidance of doubt, the buyer is deemed to demand both the contractual penalty and fulfilment. The above does not affect all other claims that the buyer has in accordance with applicable law.
- 4.5. For each delivery that will be made before a determined or agreed date, the buyer reserves the right to:
- reject the goods at the expense of the supplier; or
 - accept the goods and settle the invoice taking into account the agreed delivery time; and
 - for the pre-delivered goods, the buyer may charge the supplier for storage costs according to the buyer's price list.
- 4.6. The entire order is considered to be in delay until the last position is reached. If there are several positions on the purchase order with different delivery dates, reasonable connections between them and the positions apply, so that the supplier is obliged to deliver an individual position within the deadline specified for that specific position.

5. DELIVERIES AND ACCEPTANCE OF GOODS

- 5.1. Unless otherwise agreed in writing and / or unless acceptance is agreed or provided for in law, all deliveries will take place at the "DDP destination, Incoterms® 2020".
- 5.2. Each shipment must be accompanied by a delivery note with the buyer's order number, product number, type of packaging and the quantity and weight of delivery.
- 5.3. Partial shipments are only acceptable provided that the buyer has given his explicit written consent in advance. The supplier must cover additional transport costs incurred as a result of partial deliveries, even if the written consent of the buyer is given for partial deliveries. The buyer's consent for partial deliveries does not allow the supplier to issue a separate invoice for partial delivery.
- 5.4. Only those excess and short deliveries that are customary in the trade shall be permitted.

- 5.5. Dobavitelj se mora držati vrste pošiljke, ki je predpisana v naročilu in/ali imenovanem prevozniku. V nasprotnem primeru mora dobavitelj izbrati varno vrsto pošiljke z zanesljivim prevoznikom.
- 5.5. The supplier must abide by the type of shipment that is prescribed in the order and/or the named carrier. Otherwise, the supplier shall be obliged to select a secure shipment type with a reliable carrier.
- 5.6. Dobavitelj je dolžan:
- izpolniti vse svoje obveznosti točno tako, kot se glasijo, in sicer je prost obveznosti šele tedaj, ko kupec prevzame blago na mestu, določenem v naročilu pod pogoji iz naročila ali dogovora;
 - priložiti vso po zakonu zahtevano dokumentacijo;
 - poskrbeti za primerno embalažo blaga, da se le-ta med prevozom ne bo poškodovala. V nasprotnem primeru dobavitelj nosi rizik delnega ali popolnega naključnega uničenja in/ali poškodovanja;
 - trpeti nevarnost slučajne izgube, poškodbe, naključnega uničenja blaga vse do dokončnega prevzema s strani kupca na dogovorjenem mestu;
 - spoštovati vso relevantno zakonodajo, zlasti na področju varnosti in zdravja pri delu, varstva osebnih podatkov, poklicne skrivnosti v zvezi s posli, sklenjenimi s kupcem, okoljske zakonodaje in podobno;
 - upoštevati vsa druga navodila, dana s strani kupca.
- 5.6. The supplier is obliged to:
- fulfill all its obligations exactly as they read, namely he is free of obligations only when the buyer takes over the goods at the place specified in the order under the terms of the order or agreement;
 - attach all the documentation required by law;
 - ensure that the goods are properly packed so that they are not damaged during transport. If not, the risk of partial or complete accidental destruction and / or damage is borne by the supplier;
 - suffer the risk of accidental loss, damage, accidental destruction of the goods until the final acceptance by the buyer at the agreed place;
 - ensure he complies with all legal provisions, especially in the field of occupational safety and health, personal data protection, professional secrecy in relation to transactions concluded with the buyer, environmental legislation and the similar;
 - follow all other instructions given by the buyer.
- 5.7. Dobaviteljve obveznosti dobave vključujejo predložitev ustreznih dokumentov o dostavi in pošiljanju. Če kupec blaga ne more uporabiti, ker manjka ustrezna dokumentacija, kupec lahko prevzem blaga zavrne ali pa dobavljeno blago do izročitve ustreznih papirjev shrani na stroške in tveganje dobavitelja. V vsakem od teh primerov se šteje, da izpolnitev ni popolna, s predvidenimi pravnimi posledicami. Kupec lahko v vsakem primeru zahteva tudi povrnitev škode, ki mu je s tem nastala.
- 5.7. Supplier delivery obligations include the submission of relevant delivery and shipping documents. If the buyer can not longer use the goods due to the lack of proper documentation, the buyer may reject the goods or save the delivered goods until the delivery of the relevant papers at the expense and use of suppliers. In any case, the fulfillment is considered incomplete, with the foreseen legal consequences. In any case, the buyer can also claim compensation for the damage caused to him.
- 5.8. Dobavitelj mora od kupca pravočasno zahtevati vse dokumente, ki jih potrebuje od kupca za izpolnitev svojih obveznosti.
- 5.8. The supplier must request from the buyer in a timely manner all the documents he needs from the buyer to fulfill his obligations.
- 5.9. Dobavitelj je dolžan kupca opozoriti na pomanjkljivosti v njegovem naročilu ter na druge okoliščine, za katere je vedel ali bi moral vedeti in bi lahko bile pomembne za naročeno blago, storitev, za pravočasno izvršitev naročila in podobne okoliščine, sicer odgovarja za škodo, ki zaradi tega nastane.
- 5.9. The supplier is obliged to warn the buyer of deficiencies in his order and other circumstances that he knew or should have known and could be relevant for the ordered goods, services, timely execution of the order and similar circumstances, otherwise he is liable for damage, resulting thereout.
- 5.10. Za spremembe predmeta dostave ali storitve je v vsakem primeru potrebna predhodna pisna odobritev s strani kupca.
- 5.10. Changes to the object of delivery or service in any case require the prior written approval of the buyer.
- 6. KAKOVOST**
- 6. QUALITY**
- 6.1. Kupec je družba, ki je certificirana v skladu z IATF 16949, in je do svojih strank zavezana samo k nakupu blaga dobaviteljev, ki izpolnjujejo te ali druge primerljive standarde kakovosti. Dobavitelj jamči za skladnost s kakovostnimi standardi, predvidenimi v IATF 16949 ali ISO 9001, ali primerljivimi standardi kakovosti. Če se kupec z dobaviteljem dogovori za posebne standarde kakovosti ali z dobaviteljem sklene ločeno pogodbo o zagotavljanju kakovosti, bodo takšne določbe imele prednost pred to klavzulo.
- 6.1. The buyer is a company, certified according to IATF 16949, and is obligated towards the buyer's customers to only purchase goods from suppliers who also satisfy these or other comparable quality standards. The supplier warrants compliance with the quality standards provided for in IATF 16949 and ISO 9001 or comparable quality standards. If the buyer and the supplier have agreed specific quality standards or have concluded a separate quality assurance agreement with the supplier, the provisions thereof will take precedence over this clause.
- 7. ODGOVORNOST IN GARANCIJA**
- 7. RESPONSIBILITY AND WARRANTY**
- 7.1 Dobavitelj jamči, da pošiljke, ko prispejo v namembni kraj, ne vsebujejo stvarnih in pravnih napak ter da ustrezajo znanemu stanju tehnike, ustreznim zakonskim določbam, zlasti predpisom o varnosti in preprečevanju nesreč ter zahtevam smernic za varnost izdelkov in splošno priznanih varnostnih določb ter tudi smernic združenja delodajalcev za zavarovanje odgovornosti.
- 7.1 The supplier shall warrant that when the products arrive at the place of destination, the deliveries are free of material and legal defects, and that they conform to the recognized state of the art, relevant statutory provisions, in particular safety and accident prevention regulations and the requirements of product safety guidelines and generally recognized safety provisions and also the guidelines of the employer's liability insurance association.

- 7.2 Dobavitelj je v celoti odgovoren za napake na blagu, ki so obstajale takrat, ko je nevarnost prešla na kupca, ne glede na to, ali so mu bile znane ali ne. Odgovarja tudi za napake, ki se pokažejo potem, ko je nevarnost prešla na kupca, če so posledica vzroka, ki je obstajal že pred tem ali je bil dobavitelju znan ali mu ni mogel ostati neznan.
- 7.3 Če je aplikativna gospodarska obveznost preverbe in podajanja pritožb, bo kupec preveril dobave za očitne napake, identiteto, manjko in transportne poškodbe v roku 8 delovnih dni po dobavi. Ob odkritju takšnih očitnih napak mora kupec te sporočiti dobavitelju v 8-ih delovnih dneh.
- 7.4 V primeru napak je kupec upravičen do vseh zakonskih zahtevkov za napake in zlasti do dodatnih zahtev glede nadomestne izpolnitve. Dobavitelj je odgovoren za stroške, ki nastanejo v zvezi z odpravo napak ali z dobavo ali izdelavo zamenjave. Kraj izvedbe je predviden namembni kraj, ali, če je bilo to dobavitelju znano, končni kraj dostave. Če je bil postopek prevzema pogodbeno predviden ali je bil predviden z zakonom, mora biti kraj dopolnilne izvedbe kraj prevzema ali končni kraj dobave, ki je poznan dobavitelju.
- 7.5 Rok zastaranja za zahtevke za napake je 36 mesecev, razen, če ni v konkretnem primeru dogovorjen daljši rok, in začne teči ob dobavi ali prevzemu. Če veljajo daljši zastaralni roki, ki začnejo teči ob različnem času, sta njihovo obdobje in datum začetka zavezujoča. Kljub navedenemu pa kupec ne izgubi pravice sklicevati se na kakšno napako niti tedaj, ko ni izpolnil svoje obveznosti, da bi bil stvar pravočasno pregledal, ali obveznost, da bi bil v določenem roku obvestil prodajalca o napaki in niti tedaj, ko se je napaka pokazala šele po šestintridesetih mesecih od izročitve oz. prevzema stvari, če je bila dobavitelju napaka znana ali mu ni mogla ostati neznan.
- 7.6 Dobavitelj odgovarja za pravne napake stvari, ki jih ima prodana stvar, če ima na njej kdo tretji kakšno pravico, ki izključuje, zmanjšuje ali omejuje kupčevo pravico, pa o njej kupec ni bil obveščen in tudi ni privolil, da bi vzel stvar, ki je z njo obremenjena.
- 7.7 Dobavitelj je dolžan po rešeni reklamaciji za nastale stroške, vezane na odpravo neskladnosti, izstaviti kupcu dobropis v roku 8 dni.
- 7.8 Za dele, ki so bili zamenjani med odpravljanjem napak, začno roki teči od dne odprave napake z nadomestnimi deli.
- 8. CENA IN PLAČILO**
- 8.1 Dogovorjene cene so fiksne cene. V primeru dostave bodo te cene »namembni kraj DDP, Incoterms © 2020« brezplačne namembni kraj, vključno z embalažo (glej 5.1).
- 8.2 Če ni drugače dogovorjeno, se plačilo izvede v 14 dneh po prejemu preverljivega računa s 3-odstotnim popustom. Obdobje plačila in popusta ne začne teči pred dostavo v celoti brez napak (ob predaji dokumentov v skladu s 5.7) ali sprejetjem, če je bilo tako dogovorjeno ali je predvideno z zakonom. Če kupec izjemoma sprejme zgodnje dostave, se obdobje ne bo začelo pred dogovorjenim datumom dobave. Če so potrebne storitve, ki jih je treba zagotavljati samostojno in, ki ne temeljijo na uspešnosti in se zaračunajo po nabavni vrednosti, se plačilo izvede na podlagi obdobja plačila in popusta po predložitvi preverljivega računa po opravljeni
- 7.2 The supplier is fully responsible for defects in the goods that existed when the danger passed to the buyer, whether known to him or not. The supplier is also liable for defects that appear after the danger has passed to the buyer, if they are the result of a cause that existed before or were known to the supplier or could not remain unknown to him.
- 7.3 If the commercial duty of examination and complaint applies, the buyer shall examine deliveries for obvious defects, identity, shortage and transport damage within 8 working days of delivery. Upon discovery of any such obvious defects, the buyer shall report these to the contractor within 8 working days.
- 7.4 In the event of defects, the buyer shall be entitled to make statutory defect claims, and in particular to claim supplementary performance. The supplier shall be responsible for expenses incurred in connection with defect remedy, or with delivery or manufacture of replacements. The place of performance shall be the envisaged place of destination, or if this was known to the supplier, the final place of delivery. If an acceptance procedure was contractually provided for or was required by law, the place of supplementary performance shall be the place of acceptance or the final place of delivery known to the supplier.
- 7.5 The period of limitation for defect claims shall be 36 months, unless a longer deadline is agreed in a particular case, and shall commence at the time of delivery or acceptance. If longer statutory periods of limitation apply, and these start to run at different times, their period and start date shall be binding. Notwithstanding the foregoing, the buyer does not lose the right to invoke any defect even when he has not fulfilled his obligation to inspect the product timely, or the obligation to notify the seller of the defect within a specified period, nor when the defect has appeared only after thirty-six months from the delivery respectively take over of the product, if the defect was known to the supplier or could not remain unknown to him.
- 7.6 The supplier is liable for legal defects of the thing that the sold item has, if a third party has a right on it that excludes, reduces or restricts the buyer's right, but the buyer was not informed about it and did not agree to take the thing burdened with it.
- 7.7 The supplier is obliged to issue a credit note to the buyer within 8 days after the complaint has been resolved for the incurred costs related to the elimination of non-compliance.
- 7.8 For parts replaced during the remedy of defects, the statutory period of limitation will start to run again for the replacement parts.
- 8. PRICING AND PAYMENT**
- 8.1 The agreed prices are fixed prices. In the case of deliveries, these prices will be 'DDP place of destination, Incoterms © 2020' free place of destination including packaging (see 5.1).
- 8.2 Unless agreed otherwise, payment shall be within 14 days following receipt of a verifiable invoice, subject to 3% discount. The payment and discount period will not start to run before delivery in full without defects (upon handover of the documents in accordance with 5.7) or acceptance, if this was agreed or is provided for by statute. If, exceptionally, the buyer accepts early deliveries, the period will not start before the agreed delivery date. If services are required that are to be provided independently and are not performance-based, and which are charged at cost, payment will be made on the basis of the payment and discount period, after presentation of a

	storitvi, vključno z dokazilom o zagotavljanju storitve in stroških.		verifiable invoice after the service has been provided, including proof of provision of the service and the cost.
8.3	Če so izpolnjeni drugi pogoji zapadlosti, lahko kupec neto plačila izvede v 60 dneh. Obdobje plačila bo temeljilo na 8.2.	8.3	Provided the other maturity conditions are met, the buyer may make payments net within 60 days. The payment period will be based on 8.2.
8.4	Nobena sprememba cen zaradi povečanja dobavnih stroškov brez pisnega soglasja kupca ni sprejemljiva. V kolikor se od prejema naročila do odpreme blaga povečajo cene v zvezi z odpremo, mora dobavitelj o tem nemudoma pisno obvestiti kupca, ki lahko spremembo cene pisno potrdi, ali se pogaja, ali odstopi od naročila.	8.4	No price change due to an increase in delivery costs without the written consent of the buyer is acceptable. If the prices related to the shipment increase from the receipt of the order to the dispatch of the goods, the supplier must immediately notify the buyer in writing, who can confirm the price change in writing, or negotiate, or the buyer can withdraw from the order.
8.5	Brez pisnega soglasja kupca dobavitelj ne sme svojih terjatev odstopiti ali jih prepustiti v izterjavo tretjim.	8.5	Without the written consent of the buyer, the supplier may not assign his debt-claims or leave them for recovery to third parties.
9.	PAKIRANJE	9.	PACKAGING
9.1	Blago, ki ga je treba dostaviti, mora biti pakirano v skladu z določbami zakonodaje o embalaži in odpadkih, ki veljajo na poti do namembnega kraja, kot je bilo dogovorjeno ali, če ni bil sklenjen dogovor o vrsti embalaže, v skladu s poslovno prakso. V nasprotnem primeru si kupec pridržuje pravico, da pošiljko/blago vrne na stroške dobavitelja ali jo odstrani ali v celoti uniči na njegove stroške. Za vsako spremembo dogovorjene embalaže je potrebno pisno soglasje kupca.	9.1	The goods to be delivered must be packaged in compliance with the provisions of the law relating to packaging and waste that apply on the route to the place of destination, as agreed or, if no agreement on the type of packaging has been made, in accordance with commercial practice. Otherwise, the buyer reserves the right to return the shipment/goods at the supplier's expense. Any change in the agreed packaging requires the written consent of the buyer.
10.	PODIZVAJALCI	10.	USE OF SUBCONTRACTORS
10.1	Za uporabo tretjih oseb za izpolnitev pogodbe (zlasti podizvajalcev na kateri koli ravni ali agencije za zaposlovanje) in / ali njihove zamenjave, bo potrebno kupčevo predhodno pisno soglasje. Če je takšna uporaba načrtovana vnaprej, mora dobavitelj kupca o tem izrecno obvestiti v svoji ponudbi, kupec pa mora uporabo tretjih oseb s strani dobavitelja izrecno odobriti, kot izhaja iz točke 11.1 spodaj.	10.1	The use of third parties to fulfil the contract (in particular subcontractors at any level or recruitment agencies) and/or their replacement, will require buyer's prior written consent. If such use is planned in advance, the supplier must notify the buyer thereof in its quotation and the buyer must explicitly approve the use of third parties by the supplier, as set out in point 11.1 below.
10.2.	Dobavitelj mora zagotoviti, da zaposleni, ki jih dobavitelj sam ali njegovi podizvajalci ali agencije za zaposlovanje uporabljajo za izvajanje pogodbe, prejemajo zakonsko določeno minimalno plačo v skladu z ŽDR-1. Obveznosti za plačilo prispevkov za socialno varnost, prispevkov za zavarovanje odgovornosti delodajalcev in plačila drugim institucijam, morajo biti vselej izpolnjene. Dobavitelj mora enako obveznost naložiti vsem svojim podizvajalcem ali kadrovskim agencijam, ki jih uporablja, in to mora preveriti med njihovo izbiro. Dobavitelj bo odgovoren za morebitne izgube, ki nastanejo zaradi krivdnega neizpolnjevanja teh obveznosti.	10.2.	The supplier must ensure that the employees it or its subcontractors or recruitment agencies use to perform the contract receive the statutory minimum wage according to the ERA-1. Mandatory obligations to pay social security contributions, contributions for liability insurance associations and other institutions, must be met at all times. The supplier must impose the same obligation on any subcontractors or recruitment agencies it uses, and must verify this during their selection. The supplier will be liable towards the buyer for any losses that arise through culpable failure to fulfil these obligations.
10.3.	Dobavitelj se mora vzdržati kakršnega koli nezakonitega zaposlovanja zunanje osebe in dela na črno.	10.3.	The supplier must refrain from the illegal employment of external staff of any kind.
11.	DELO V PROSTORIH DRUŽBE A&E EUROPE D.O.O. ALI V PROSTORIH KUPČEVH KUPCEV	11.	WORK AT A&E EUROPE D.O.O. COMPANY PREMISES OR AT THE PREMISES OF THE BUYER'S CUSTOMERS
11.1.	Če dobavitelj za naročena dela naroči podizvajalce, mora kupec njihovo uporabo predhodno pisno odobriti. Odobritev ne bo oprostila dobavitelja odgovornosti za izgube in ostalo škodo, ki jih povzroči takšno osebje in njihovi zastopniki.	11.1.	If the supplier calls upon subcontractors for work assigned to him, they must be approved by the buyer in writing in advance. Approval will not release the supplier from its responsibility for losses caused by such staff and their vicarious agents.
11.2.	Če dobaviteljevi zaposleni ali podizvajalci delajo v prostorih kupčevega podjetja ali v prostorih kupčevih kupcev in strank, mora dobavitelj zagotoviti, da spoštujejo ustrezne predpise o preprečevanju nesreč in vse druge varnostne predpise ter tudi poslovnik, ki je bil predložen dobavitelju. Dobavitelj jih ne bo smel uporabljati, če ne bodo seznanjeni s temi predpisi. Dobavitelj mora kupcu sporočiti ime pogodbene kontaktne osebe, da bo kupec lahko prejemal navodila v zvezi s sprejemom opravljenih storitev in za dogovore na splošno.	11.2.	If the supplier's employees or subcontractors are working at the buyer's company premises or at those of the buyer's customers, the supplier must ensure that they observe the relevant accident prevention regulations and all other safety regulations, and also the Rules of Procedure that have been brought to the supplier's attention. The supplier will not be permitted to use them if they have not been briefed on these regulations. The supplier must provide the buyer with the name of the contractual contact person to take receipt of instructions relating to the acceptance of the services executed and for agreements in general.

- 11.3. Montažna in namestitvena dela, ki jih izvaja dobavitelj, bo kupec sprejel po zaključku del, pod pogojem, da so bila opravljena v celoti in brez napak. Sprejem mora biti opravljen s pisno izjavo predstavnika podjetja A&E Europe d.o.o., ki je pooblaščen za prevzem. Obvestila o napakah se lahko predložijo tako v zvezi z napakami, ki jih ni bilo mogoče ugotoviti med preizkusom pred izjavo o odobritvi, kot tudi v zvezi s tistimi, ki so bile predmet pridržka med sprejemom.
- 11.3. Performance-related assembly and installation work undertaken by the supplier will be accepted by A&E Europe on its completion provided it has been undertaken fully and without defects. Acceptance shall be by means of a written statement by a representative of A&E Europe d.o.o., who is authorized to undertake acceptance. Notices of defects may be submitted both with respect to defects that could not be ascertained during the examination preceding the statement of acceptance and to those that have been the subject of a reservation during acceptance.
- 11.4. Če je dogovorjen obračun po času, mora dobavitelj poskrbeti za dnevno pisno potrditev svojega računa s strani podjetja A&E Europe d.o.o., in sicer na datum izvedbe del v vsakem primeru ter tudi naravo in količino materiala, če je to potrebno plačati posebej.
- 11.4. If time-based billing has been agreed, the supplier must arrange for daily written confirmation of its account by A&E Europe d.o.o., on the date of execution of the work in each case, and also of the nature and quantity of the materials, if these are to be paid for separately.
- 12. PRENOS TVEGANJA**
- 12. TRANSFER OF RISK**
- 12.1. V primeru dostave se tveganje prenese na kupca, ko blago prispe na določeno namembno mesto. Če je sprejem dogovorjen ali je določen z zakonom, zlasti če naj bi se izvajale storitve, ki temeljijo na uspešnosti, se tveganje ne bo preneslo pred sprejemom.
- 12.1. In the case of deliveries, risk will transfer to the buyer when these arrive at the designated place of destination. If acceptance has been agreed or is provided for by law, in particular if performance-based services are to be provided, risk will not transfer before acceptance.
- 13. PODELITEV PRAVIC UPORABE, KRŠITEV LASTNINSKIH PRAVIC TRETJIH OSEB**
- 13. GRANT OF RIGHTS OF USE, INFRINGEMENT OF THE PROPRIETARY RIGHTS OF THIRD PARTIES**
- 13.1. Dobavitelj bo kupcu podelil, ne glede na kraj, vsebino in čas, pravico do uporabe in koriščenja vseh načrtov, risb, diagramov in drugih dokumentov, upravičenih do zaščite, ki se nanašajo na pogodbo in ki jih je izdelal sam ali je izdelal s strani tretjih oseb v vseh znanih vrstah uporabe in s pomočjo vseh znanih medijev, vključno z internetom, prek vseh podatkovnih nosilcev na trgu za namene, ki so bili dogovorjeni s pogodbo ali so predvideni s pogodbo.
- 13.1. The supplier will grant the buyer, without restriction in terms of place, content and time, the right to use and exploit all plans, drawings, diagrams and other documents eligible for protection that relate to the contract, and which it has produced itself or had produced by third parties, in all known types of use and with the aid of all known media, including the internet, via all data media on the market, for the purposes that have been contractually agreed or are provided for under the contract.
- 13.2. Dobavitelj bo kupcu podelil tudi izključno pravico do uporabe in koriščenja glede na rezultate dela, ki jih je kupec naročil in jih bo dobavitelj zagotovil po naročilu. Če dobavitelj za storitve uporablja tretje osebe, mora od njih pridobiti pravice, ki so potrebne, da lahko kupcu podeli pravice.
- 13.2. The supplier will also grant the buyer an exclusive right of use and exploitation in relation to work results the buyer has commissioned and that the supplier is to provide the buyer on a bespoke basis. If it uses third parties for the services, it must procure from such third parties the rights required in order to enable it to grant rights to the buyer.
- 13.3. Dobavitelj mora zagotoviti, da pri spoštovanju dogovorjene uporabe kupec ne krši lastniških pravic tretjih oseb, kot so patenti ali registrirani modeli, ali drugih pravic ali skrivnosti tretjih oseb. Dobavitelj mora kupca zato šteti za neodgovornega glede upravičenih zahtevkov tretjih oseb zaradi kršitev lastniških pravic, če so te nastale zaradi krivdnega vedenja dobavitelja. To ne velja, če dobavitelj dela na risbah in modelih, ki jih je dobavil, in ni vedel ali ni mogel vedeti, da so bile zaradi tega kršene pravice tretjih oseb.
- 13.3. The supplier shall ensure that the buyer does not infringe proprietary rights of third parties, such as patents or registered designs, or other rights or trade/company secrets of third parties, when adhering to the contractual uses. The supplier must therefore hold the buyer harmless with respect to justified claims of third parties for infringements of proprietary rights, if these have arisen through culpable behavior on the part of the supplier. This shall not apply if the supplier is working from drawings and models that the buyer has supplied, and was not or could not be aware that the rights of third parties were being infringed as a result.
- 14. TAJNOST IN VARSTVO PODATKOV**
- 14. SECRECY AND DATA PROTECTION**
- 14.1. Dobavitelj se zaveže, da ne bo razkril nobenih tehničnih, znanstvenih ali drugih informacij, ki so mu na voljo na podlagi sodelovanja s kupcem, ne glede na to, ali mu je bilo dano ali pa je bil seznanjen ob sodelovanju, ne glede na to, kako je prišlo do tega. To bo veljalo tudi za podrobnosti o kupčevih naročilih in njihovi obdelavi, za, na primer, količine, tehnične zasnove, cene ali druge informacije, vključno z informacijami o kupčevih strankah. Takšne informacije ne smejo biti razkrite tretjim osebam in se lahko uporabljajo samo za pogodbene namene in ne smejo biti objavljene. Če je dostop tretjim osebam v okviru izpolnjevanja pogodbe s kupcem neizogiben, morajo biti zadevne tretje osebe zavezane k nezakritju. Pridobljenih informacij ni dovoljeno ponovno uporabiti v komercialne namene in tudi ne smejo biti predmet lastniških
- 14.1. The supplier will be bound not to disclose any technical, scientific or other information that is made accessible to it based on the collaboration with the buyer, irrespective of whether it has been given to it or whether it came to its knowledge on the occasion of the collaboration, irrespective of how that came about. This will also apply to the details of the buyer's orders and the processing thereof, for example quantities, technical designs, prices or other information, including information about the buyer's customers. Such information must not be disclosed to third parties, and may be used only for the contractual purposes and may not be published. If making it accessible to third parties within the context of fulfilment of a contract with the buyer is unavoidable, the third parties in question must be bound by a non-disclosure obligation. The information obtained may not be re-used

pravic. Velja obveznost nerazkritja deset (10) let po prenehanju sodelovanja med dobaviteljem in kupcem.

commercially, nor may it be the subject of commercial proprietary rights. It will be subject to a non-disclosure obligation for a period of ten (10) years after the contract ends.

14.2 Dobavitelj bo s pogodbenim dogovorom zagotovil, da bodo zaposleni, ki jih uporablja za izpolnitev pogodbe, drugi zastopniki ali začasni uslužbenci zavezani k nerazkritju informacij in bo na zahtevo kupca takoj pisno potrdil spoštovanje te obveznosti ter predložil dokaze, kako je osebe zavezal k nerazkritju. V nasprotnem primeru se bo štelo, da dobavitelj teh oseb ni ustrezno zavezal in bo kupcu odgovoren za vso škodo zaradi nerazkritja.

14.2 The supplier will ensure, by contractual agreement, that the employees, which are used to perform the contract, other agents or temporary staff will be obliged not to disclose the information and will promptly confirm compliance with this obligation in writing at the request of the buyer and provide evidence of how it committed to non-disclosure. Otherwise, the supplier will be deemed not to have properly committed these persons and will be liable to the buyer for all damages due to non-disclosure.

14.3 Dolžnost nerazkrivanja ne velja v primeru zakonsko določenih, sodno ali uradno določenih dolžnosti razkritja. Izjeme od obveznosti nerazkritja se nanašajo tudi na informacije, ki so bile v času, ko jih je kupec dal na razpolago ali jih pridobil, zakonito v posesti dobavitelja, v javni domeni ali pa so te informacije bile ali vstopile v javno last ali jih je dobavitelj zakonito pridobil od tretjih oseb.

14.3 The duty of non-disclosure will not apply in the event of statutorily, judicially or officially ordered duties of disclosure. Exceptions from the non-disclosure obligation will also be information that, at the time the information was made available or acquired by us, was lawfully in the supplier's possession, was in or entered the public domain, or which the supplier obtained lawfully from third parties.

14.4 Dobavitelj mora pri ravnanju z osebnimi podatki zagotoviti skladnost z veljavnimi predpisi o varstvu podatkov. Osebnih podatkov ni dovoljeno uporabljati ali posredovati tretjim osebam brez soglasja zadevne osebe, tudi če je kupec take podatke dobavitelju dal na razpolago. Ta določba ne bo nadomestila pogodbenih določb, ukrepov in obveznosti pogodbe o obdelavi osebnih podatkov, ki jo je treba skleniti v skladu s predpisi o varstvu podatkov.

14.4 The supplier must ensure compliance with current data protection regulations when handling personal data in particular. Personal data may not be used or passed on to third parties without the consent of the person concerned, even if the buyer has permissibly made such data available to the supplier. This provision will not replace the contractual provisions, measures and obligations of any data processing agreement that is to be concluded in accordance with data protection regulations.

14.5 Pri ravnanju z osebnimi podatki, ki jih kupcu razkrije dobavitelj ali ki postanejo kupcu znani, se kupec sklicuje na svoja pravila o varstvu podatkov za dobavitelje in ponudnike storitev podjetja A&E Europe, ki so del kupčevih pogodbenih predpisov z izvajalcem. Za dodatne informacije si lahko dobavitelj prebere politiko zasebnosti kupca in njegovih družb v skupini, ki je na voljo na spletni strani www.quetermann.com.

14.5 When handling the personal data that is disclosed to the buyer by the supplier or which becomes known to the buyer, the buyer refers to its data protection information for suppliers and service providers of A&E Europe, which are part of the buyer's contractual regulations with the Contractor. For additional information, the buyer's privacy policy available on the buyer's website at www.quetermann.com should be checked.

14.6 Ime kupčevega podjetja se lahko vključi le v referenčni seznam dobavitelja, ki je namenjen objavi, ali v naročilo, ki se uporablja v oglaševalske namene, le s predhodnim pisnim soglasjem kupca za vsak posamezni primer.

14.6 The buyer's company name may only be included in a reference list of the supplier that is intended for publication, or the buyer's order used for advertising purposes, subject to the buyer's prior written consent for each individual case.

15. ODGOVORNOST NA SPLOŠNO

15. LIABILITY IN GENERAL

15.1. Obseg in višina odgovornosti dobavitelja ne glede na pravno podlago temeljita na zakonskih določbah vsakokrat veljavne zakonodaje.

15.1. The extent and amount of the supplier's liability, on whatever legal ground, will be based on the statutory provisions.

15.2. Dobavitelj je dolžan kupca obravnavati kot neodgovornega in ga bo razbremenil vse odgovornosti glede zahtevkov za odgovornost izdelka, ki jih proti kupcu vložijo tretje osebe, če je napaka na izdelku, ki jo je dobavil dobavitelj, povzročila ali je prispevala k nastanku škode. To ne velja v primeru odgovornosti na podlagi krivde, če dobavitelj ni kriv.

15.2. The supplier shall be obliged to hold the buyer harmless with respect to product liability claims made against the buyer by third parties, where a defect in the product supplied by the supplier has caused or has contributory to the damage. This shall not apply in cases of fault-based liability, provided the supplier is not culpable.

15.3. Če bi zaradi napake na izdelku ali njegovem delu prišlo do ukrepov, ki bi lahko, če tako zahteva zakonodaja, privedli celo do odpoklica izdelka, mora dobavitelj kriti nastale stroške v zvezi s tem, če in v obsegu kot bi ti nastali kot rezultat krivdne kršitve obveznosti s strani dobavitelja.

15.3. If a fault in a product or part thereof should result in measures that could, if they are required by law, even lead to a product recall, the supplier must bear the resultant costs and damages, if and to the extent that they are the result of a culpable breach of obligation by the supplier.

15.4. Dobavitelj se zaveže, da bo poskrbel zavarovalno kritje, ki zadostuje za vso morebitno odškodnino, in mora kupcu na njegovo zahtevo predložiti dokazilo o vrsti in znesku kritja.

15.4. The supplier shall undertake to arrange for insurance cover that is sufficient to indemnify losses, and must provide the buyer with proof of the type of cover and the cover amount on request.

16. PRODUKCIJSKA SREDSTVA

16.1. Dokumente in druge predmete vseh vrst, kot so vzorci, risbe, orodja, modeli ali podobno, ki jih kupec da na voljo dobavitelju (proizvodni materiali), jih mora dobavitelj na zahtevo brezplačno vrniti takoj, ko niso več potrebni za naročilo. Dobavitelj ne sme uporabljati takšnih orodij in proizvodnih sredstev za svoje namene ali jih dati na voljo tretjim osebam. Dobavitelj jih mora na lastne stroške zavarovati pred škodo, izgubo ali drugim uničenjem, dokler ostanejo v njegovi dejanski lasti.

16.2. Dobavitelj ne sme uporabljati, ponuditi ali dostaviti tretjim osebam izdelkov, izdelanih iz proizvodnih materialov, ki so bili proizvedeni na podlagi dokumentov, ki jih je kupec izdelal, ali v skladu z njegovimi zaupnimi podrobnostmi, ali s kupčevim orodjem ali kopiranim orodjem.

17. PREPIS, ZASTAVA, PRENOS POGODBE, POBOT, PRIDRŽNA PRAVICA

17.1. Dobavitelj lahko odstopi in zastavi pravice, ki mu jih daje pogodba, le na podlagi kupčevega predhodnega izrecnega pisnega soglasja. To ne velja za odstop denarnih terjatev. Če dobavitelj kupca ne obvesti o takšnem odstopu, lahko kupec veljavno izvede plačilo dolga z učinkom razrešitve dolga.

17.2. Dobavitelj mora kupca nemudoma pisno obvestiti o vsakem zakonsko sproženem prenosu pogodbe ali kakršni koli spremembi imena svojega podjetja v skladu z zakonodajo družb.

17.3. Pobot z uporabo zahtevkov do kupca je nedopusten, razen, če so takšni zahtevki nesporni ali so bili dokončno določeni.

17.4. Dobavitelj ima do kupca pravico pridržanja le v zvezi s terjatvami, pod pogojem, da pridržna pravica izhaja iz istega pogodbenega razmerja.

18. PRISTOJNOST IN UPORABA PRAVA

18.1. Kraj izvedbe vseh dobav in storitev je namembni kraj. Če je bil dogovorjen postopek potrjevanja prevzema ali pa je ta zakonsko predpisan, je kraj izvedbe prevzema takšen kraj, kjer se prevzem potrjuje.

18.2. Pristojnost sodišč se določi po kraju, kjer je kupčev registrirani sedež. V primeru pravnega spora lahko kupec predlaga tudi pristojnost sodišča po kraju sedeža dobavitelja.

18.3. Slovensko pravo je veljavno pravo. Izključena je uporaba Konvencije Združenih narodov o pogodbah o mednarodni prodaji blaga z dne 11. aprila 1980 (nabavna zakonodaja ZN; CISG).

16. MEANS OF PRODUCTION

16.1. Documents and other items of all kinds, such as samples, drawings, tools, models or the like, which the buyer makes available to the distributor (production materials), must be returned to the buyer free of charge on request as soon as they are no longer required for the order. The supplier may not either use such tools and means of production for his own purposes or make them available third parties. The supplier must insure them at his own expense against damage, loss or other destruction, for as long as they remain in his actual possession.

16.2. The supplier may not use itself, nor offer or deliver to third parties, any products made from production materials, which have been manufactured on the basis of documents the buyer have produced, or according to the buyer's confidential details, or with buyer's tools or copied tools.

17. ASSIGNMENT, PLEDGE, CONTRACT TRANSFER, SETOFF, RIGHT OF RETENTION

17.1. The supplier may only assign and pledge the rights afforded to it under the contract subject to buyer's prior written consent. This will not apply to the assignment of monetary claims. If the supplier has not notified the buyer of such an assignment, the buyer may make payment to it with debt-discharging effect.

17.2. The supplier must notify the buyer immediately in writing of any statutorily triggered contract transfer or any change of its company name under company law.

17.3. Offsetting using claims against the buyer will be inadmissible, unless such claims are uncontested or have been finally determined.

17.4. The supplier will only have a right of retention against the buyer with respect to claims provided the right of retention originates from the same contractual relationship.

18. JURISDICTION AND GOVERNING LAW

18.1. The place of performance for all supplies and services shall be the place of destination. If an acceptance procedure has been agreed or is statutorily prescribed, the place of performance shall be the place of acceptance.

18.2. The place of jurisdiction shall be the court with competence for the buyer's registered office. However, in the event of a legal dispute the buyer shall be entitled to refer the case to the court with competence for the registered office of the supplier.

18.3. Slovenian law shall be the governing law. The United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (UN purchase law; CISG) may not be applied.