

1 SPLOŠNA DOLOČILA

1.1. Ti splošni nabavni pogoji določajo osnove, na podlagi katerih se sklepajo pravni posli med dobaviteljem in naročnikom Z-Line Automotive d.o.o. (v nadaljevanju: naročnik), za nabavo blaga, materialov in storitev za izvajanje redne dejavnosti.

1.2. Splošni nabavni pogoji se nanašajo na vse vrste naročil. Veljati začnejo z dnem sprejema naročila.

1.3. Naročnik si pridržuje pravico, da v posameznem naročilu določi posebne pogoje, ki v primeru tega naročila veljajo pred splošnimi pogoji.

1.4. Naročnik za odprta naročila programira dobave in izvršuje plačilo faktur.

1.5. Razmerja med naročnikom in dobaviteljem se uredijo s posebnim aneksom. Določila iz veljavnega aneksa izključujejo določila teh splošnih nabavnih pogojev (v nadaljevanju SNP).

1.6. Ustrezno podpisano potrdilo o prejemu naročila se po pošti vrne naročniku. Sprejetje naročila pomeni tudi sprejetje naročnikovih nabavnih pogojev in izključuje kakršnokoli drugačno navodilo ali dogovor, ki ne bi bilo pisno potrjeno s strani naročnika.

2. ODPRTA NAROČILA – ODPOKLICI DOBAVE

2.1. Določeni izdelki in blago, katerih potrošnja je redna, so lahko predmet odprtega naročila - pogodbo (Tehnično prevzemnimi pogoji), v katerem so navedeni: naslov dobavitelja, naslov naročnika, naročnikova koda izdelka, dobaviteljeva koda izdelka, ime izdelka, cena, logistični pogoji (prevoz, pakiranje, itd.), predvidene celotne količine za določeno obdobje. Datume konkretnih dobav in količin se zatem določi v odpoklicih (Plan dobav za 1+12 tednov), kjer so naslednji podatki: naslov dobavitelja, naslov naročnika, naročnikova koda izdelka, dobaviteljeva koda izdelka, ime izdelka, dostavni kraj, plačilni pogoji, številka in količina zadnje prejete dobave.

1 GENERAL PROVISIONS

1.1 These General Purchasing Conditions constitute the legal basis for transactions between the Supplier and the Buyer, Z-Line Automotive d.o.o. (hereinafter: the Buyer), for purchasing goods, materials and services for implementing regular business activities.

1.2 The general purchasing conditions refer to all kinds of orders and enter into force on the day of receiving the order.

1.3 The Buyer reserves the right to define special conditions for a particular order that in case of such an order supersede the General Conditions.

1.4 The Buyer programs the supply and executes invoice payments for open orders.

1.5 Relations between the Buyer and the Supplier are determined by a special annex. Provisions from the valid annex exclude the provisions of these General Purchasing Conditions (hereinafter: GPC).

1.6 An appropriately signed certificate of receiving the order is to be returned to the Buyer by mail. Accepting the order means accepting the purchasing conditions of the Buyer and excludes any other instructions or agreements, which are not approved in writing by the Buyer.

2. OPEN ORDERS – DELIVERY RECALLS

2.1. Certain products and goods that are regularly ordered can be subject to an open order (Technical Acceptance Conditions) indicating the address of the Supplier, the address of the Buyer, the Buyer's product code, the Supplier's product code, price, product's name and price, logistic conditions (packaging, transport, etc) and estimated total quantities for a certain period. The dates of specific deliveries and quantities are further defined in delivery requests (Delivery Plan for 1+12 weeks), which contain the following information: the address of the Supplier, the address of the Buyer, the Buyer's product code, the Supplier's product code, product's name, place of delivery, conditions of payment, number and quantity of the last received delivery.

2.2. Naročila in odpoklici dobav, njihove spremembe in dopnila morajo biti v pisni obliki.

2.3. Naročnik lahko v okviru okoliščin, kolikor je to dopustno (sorazmerno z možnostmi), od dobavitelja zahteva spremembe konstrukcije in izvedbe predmeta dobave. Pri tem stranki pogodbeno uredita posledice (vplive), še posebej glede dodatnih ali zmanjšanih stroškov, kot tudi dobavnih terminov.

3. DOBAVNI ROKI IN KOLIČINE

3.1. Dobavitelj se obvezuje dobaviti izdelke naročniku na dogovorjeno mesto ali opraviti storitve v skladu z naročilom oz. odpoklicem, navedenimi SNP in Tehnično prevzemnimi pogoji.

3.2. Datumi dobave, ki so določeni na količinskih naročilih oz. v odpoklicih, so datumi prispetja izdelkov na dogovorjeno mesto oz. datumi, ko je storitev opravljena (datum prevzema) in ne datum odpreme. Te roke lahko naročnik glede na potrebe spremeni na podlagi naknadno posredovanih odpoklicev ali planov dobav.

3.3. V primeru, da je prevoz blaga organiziran s strani naročnika velja, da je dobavitelj opravil svojo obveznost, ko je blago dostavljeno na predlagan naslov naročnika.

3.4. Dobavitelj se obvezuje izvesti dobavo oz. opraviti storitev v dobavnem roku, ki je določen v posameznem odpoklicu. V primeru zamude pri izvedbi obveznosti lahko naročnik brez predhodnega poziva dobavitelju uveljavi zamudno kazen v višini 0,5% na dan oz. ne več kot 5% celotne vrednosti.

3.5. Dobavitelj se obvezuje, da bo naročnika nemudoma obvestil o vsakem morebitnem problemu, ki bi lahko vplival na dobavne roke, ali na količine, ki jih je potrebno dobaviti.

2.2. Orders and delivery recalls, including any modifications and supplements, must be made in writing.

2.3. The Buyer can in certain circumstances, as far as it is admissible (depending on the possibilities), require from the Supplier to change the construction and execution of the subject of supply. In such case, the parties contractually agree on any consequences (impacts), in particular regarding to additional or decreased costs, as well as delivery deadlines.

3. DELIVERY DATES AND QUANTITIES

3.1. The Supplier undertakes to supply the products to the Buyer to the pre-agreed place and to perform services in accordance with the order (or recall) stated in the GPC and the Technical Acceptance Conditions.

3.2. Delivery dates, determined in quantity orders or recalls, are the dates of the products' arrival to the pre-agreed place or date, when the service was completed (reception date), and not the date of shipping. These dates can be modified by the Buyer according to requirements because of additionally presented recalls or delivery plans.

3.3. In instances, when the transport of goods is organised by the Buyer, it is considered that the Supplier has performed his duty, when the goods have been delivered to the proposed address of the Buyer.

3.4. The Supplier undertakes to perform the supply or service within the delivery deadline, determined in an individual recall. In case of any delay in performing the supply, the Buyer has the right to issue a delay fee to the Supplier without prior notification, in the amount of 0.5% per day and no more than 5% of total value.

3.5. The Supplier undertakes to inform the Buyer without delay about any problem that may affect the delivery date or the requested quantities that need to be supplied.

3.6. Dobavitelj je zavezan naročniku nadomestiti škodo zaradi zamude. V primeru očitne nezmožnosti dobave, očitne zamude, dejanske zamude ali drugačne kršitve nabavnih pogojev, si naročnik pridržuje pravico preklicati celotno ali del naročila dobavitelju ter na njegovo breme predati izdelavo drugemu dobavitelju. Pri uveljavljanju odškodnine bo naročnik v dobri veri primerno upošteval gospodarske okoliščine dobavitelja, vrsto, obseg in trajanje poslovne povezave, kot tudi vrednost dobavljenega blaga.

3.7. Za vsako dobavo, ki bo izvršena pred določenim datumom glede na naročilo, si naročnik pridržuje pravico da: zavrne blago na stroške dobavitelja da sprejme blago, s tem, da bo fakturo plačal po predvidenih terminih v naročilu in da bo dobavitelju fakturiral stroške skladiščenja za embalažno enoto.

3.8. Naročnik bo enkrat letno določal višino nadomestila za skladiščenje glede na obseg in količino predčasno dobavljenega blaga.

3.9. Višja sila, delavski nemiri, razen stavk, ki potekajo neposredno pri dobavitelju, ukrepi oblasti in drugi nepredvidljivi, nepreprečljivi in usodni dogodki osvobodijo pogodbenega partnerja za čas trajanja motnje pogodbenih posledic in obveznosti. Pogodbena partnerja morata v okviru možnosti nemudoma sporočiti potrebne informacije in svoje obveznosti v dobri veri prilagoditi spremenjenim razmeram.

4. VARNOSTNA ZALOGA

4.1. V primeru odprtega naročila za izdelke, potrebne v proizvodnem procesu naročnika, mora dobavitelj na lastne stroške vzpostaviti zalogo, jo imeti stalno na razpolago ter obnavljati. Če ni drugače določeno, mora zaloga ustrezati dobavni količini desetih delovnih dni (povprečje zadnjih treh mesecev).

4.2. Naročnik si pridržuje pravico občasnega preverjanja varnostne zaloge.

3.6. The Supplier is committed to reimbursing the Buyer for any potential damages due to delays. In case of an obvious failure of delivery, delay or any other infringement of purchasing conditions, the Buyer has the right to cancel the entire order or a part of the order and to assign the manufacture to another supplier on the Supplier's expenses. When claiming compensation, the Buyer will appropriately and in good faith consider the economic situation of the Supplier, the type, scale and duration of the business connection as well as the value of delivered goods.

3.7. For each delivery performed before the delivery date determined in the order, the Buyer has the right to:
- decline the goods at the Supplier's expense,
- accept the goods, but pay the invoice according to dates planned on the order and to invoice the costs of storage for each packaging unit to the Supplier.

3.8. The Buyer will once a year determine the amount of compensation for storage in accordance with the scale and quantity of goods delivered ahead of schedule.

3.9. Force majeure, potential riots, except strikes which occur at the Supplier's, government regulations and other unforeseeable, unstoppable and fatal events relieve the contracting party of contractual obligations and consequences for the duration of such circumstances. The contracting parties shall notify the other party as best they can and without delay and adapt its obligations to the changed circumstances in good faith.

4. EMERGENCY STOCK

4.1. In case of open orders for products that are needed in the Buyer's production process, the Supplier must establish, maintain and constantly update an emergency stock at their own costs. If not determined otherwise, the stock must correspond the quantity delivered in ten workdays (based on the average consumption of the last 3 months).

4.2. The Buyer has the right to occasionally inspect the emergency stocks.



5. DOBAVA

5.1. Če ni drugače določeno, se naročeno blago dobavlja v skladišče naročnika. Vsi stroški so plačani do dostavnega kraja, navedenega v naročilu. Riziko za pošiljko preide ob prevzemu v skladišču naročnika.

5.2. Dobavitelj se obvezuje naročniku poslati obvestilo o odpremi (dobavnica po e-pošti) za vsako dobavo, katero izvrši sam ali katero po njegovem nalogu izvrši prevoznik. Vsako dobavo mora spremljati dobavnica (znotraj EU) in račun za blago izven EU v treh izvodih- če ni drugače dogovorjeno- z naslednjimi podatki:

- naziv in popoln naslov dobavitelja
- številka naročila
- datum naročila
- naziv in količina materiala
- kataloške številke izdelkov (kodifikacija Z-Line)
- Žig, podpis in ime
- datum odpreme
- izjavo o poreklu za račune pod 6000 EUR (v obliki predpisov EU)
- EUR 1 za račune nad 6000 Eur

5.3. Pošiljko izven EU mora spremljati originalen račun na katerem mora biti vpisana država porekla blaga oz. mora biti računu priloženo ustrezno dokazilo o poreklu blaga in ostali dokumenti, na osnovi EN 10204:2004, točka 3.1.

5.4. Izvor novo sprejetih predmetov dobave ali spremembe izvora je treba nemudoma najaviti naročniku, ne da bi ta zahteval. Dobavitelj je odgovoren za nevspečnosti in škodo, ki bi jo naročnik utrpel zaradi nepravilne ali zakasnele oddaje Izjave o poreklu. Če je to potrebno, mora dobavitelj dokazati svoje podatke o izvoru blaga z informativnim listom, ki ga potrdi njegova carinarnica.

5.5. Pridržujemo si pravico, da dobavitelja bremenimo za vse dajatve in kazni nastale zaradi nepravilnosti vezanih na poreklo blaga.

5. DELIVERY

5.1. If not stated otherwise, ordered goods are to be delivered to the address of the Supplier's storage facility. All costs are covered to the place of delivery, stated in the order. Upon reception, shipment risks are assumed by the Buyer.

5.2. The Supplier undertakes to send a shipment notification (e-mail delivery note) for each delivery, performed by him or by a carrier on his behalf. Each delivery must be accompanied by a delivery note (inside EU) and a receipt for goods outside EU in three copies-if not agreed otherwise, which contain the following data:

- name and complete address of the Supplier
- order number
- date of order
- name and quantity of materials
- product's catalogue numbers (SEP codification)
- stamp, signature and name
- shipment date
- declaration of origin for receipts under 6000 EUR (in accordance with EU legislation)
- EUR 1 for receipts over 6000 EUR.

5.3. Shipments outside EU must be accompanied by an original receipt, indicating the country of origin, or the receipt has to enclose an appropriate supporting document on the origin of goods and other documents based on EN 10204:2004, Article 3.1.

5.4. The origin of newly received goods or changes of the origin must be immediately reported to the Buyer without prior request. The Supplier shall be liable for any damages the Buyer might suffer due to incorrect or delayed submission of the Declaration of Origin. If necessary, the Supplier needs to prove the data regarding the origin of the goods with an information sheet, which is to be approved by their customs post.

5.5. We hold the right to charge the Supplier with all fees and fines due to irregularities associated with the origin of goods.



5.6. Dobavitelj je dolžan zagotoviti sledljivost dobavljenih izdelkov in se obvezuje dobaviti izdelke v skladu z načinom embalaranja in pogoji transporta, katere določa naročilo in njegovi Tehnično prevzemni pogoji. Za poškodbe zaradi pomanjkljive ali napačne embalaže je odgovoren dobavitelj. V zvezi s tem se priporoča uporaba standardne etikete ODETTE zahteva pa uporaba črtne kode za označevanje kode in količine.

5.7. Na vsakem paketu, zaboju oz. pošiljki morajo biti jasno navedeni naslednji podatki:

- naziv in popoln naslov dobavitelja
- specifikacija izdelkov v skladu s postavkami količinskega naročila oz.
- odpoklica
- kataloške številke izdelkov (kodifikacija Z-Line-a s črtno kodo)
- količina blaga v paketu, zaboju oz. pošiljki
- kraj dobave
- datum proizvodnje
- šarža

5.8. Dobavitelj specificira dobavo storitev na ustreznem obračunskem listu (dobavnica, delovni nalog, obračunski list, zapisnik tehničnega pregleda...).

5.9. Naročnik si pridržuje pravico zavrnitve prevzema dobave v svoji tovarni. V tem primeru dobavitelju vrne vse izdelke, ki niso bili naročeni, ki so bili odpredani brez njegovega naloga, ki so bili dobavljeni vnaprej oz. za katere se je ob prispetju izkazalo, da ne ustrezajo specifikaciji blaga na naročilu.

5.10. Embalaža in pakiranje je določeno v Tehnično prevzemnih pogojih, ki so sestavni deli teh pogojev.

6. PREVZEM

6.1. Pregled in prevzem blaga se opravi v skladišču naročnika glede na dosežen dogovor o prevzemu blaga. Podpis ali pečat o sprostitvi se ne razume kot dokončni prevzem.

5.6. The Supplier is obliged to ensure the traceability of delivered products and to deliver the product in accordance with packaging methods and transport conditions, which are determined in the order and in its Technical Acceptance Conditions. The Supplier shall be liable for any damage caused by deficient or wrong packaging. In this regard, the application of the ODETTE label standard is recommended, whereas the application of the bar code for marking codes and quantity, is mandatory.

5.7. Each package or crate (shipment) must include the following information, clearly visible:

- name and complete address of the Supplier
- product specifications in accordance with rates for quantity of the orders/recalls
- product's catalogue numbers (SEP codification with a bar code)
- quantity of goods per package or crate (shipment)
- place of delivery
- date of manufacture
- batch

5.8. The Supplier specifies the supply of services on an appropriate accounting sheet (delivery note, work order, accounting sheet, technical inspection record, etc.).

5.9. The Buyer has the right to decline accepting the goods at his factory. In this case, all products, which were not ordered or shipped without an order or were delivered ahead of schedule, shall be returned to the Supplier as well as those, which upon reception do not meet the specifications of goods ordered.

5.10. Wrapping and packaging is determined in the Technical delivery Conditions, which are a constituent part of these conditions.

6. RECEPTION OF GOODS

6.1. Examination and reception of goods is conducted at the storage facility of the Buyer in accordance with the agreement on reception of goods. The signature and release stamp are not considered as final adoption.

6.2. Neustrezne ali pomanjkljive dobave naročnik vrne dobavitelju in ga bremeni za stroške, navedene v **Tehnično prevzemnih pogojih**. Naročnik si pridržuje pravico zahtevati nadomestilo teh pomanjkljivih dobav, ki bodo fakturirane pod istimi pogoji.

6.3. Naročnik se obvezuje opraviti administrativni prevzem na dan dobave izdelkov (oz. na dan opravljene storitve) pod pogojem, da je prejel dogovorjeno dokumentacijo (obvestilo o odpremi, najava dobave opreme, dobavnica oz. ustrezní obračunski list), izstavljeno v skladu z določili splošnih pogojev nabave in da identifikacija izdelkov ustreza določilom splošnih pogojev nabave ter da so izdelki dobavljeni eno uro pred zaprtjem skladišča naročnika. V primeru, da je dokumentacija nepopolna, se administrativni prevzem odloži do dne, ko jo dobavitelj ustrezno dopolni. Dobavitelj se obvezuje v čim krajšem času zamenjati ali popraviti izdelke (oz. dopolniti storitev) za katere se je ob prevzemu ali med uporabo izkazalo, da niso brezhibni oz. so neustrezni.

6.4. Naročnik in dobavitelj se posebej dogovorita o eni izmed naslednjih oblik prevzemanja: klasični prevzem, prevzem po certifikatu (skladno s standardom EN 10204, točka 3.1) ali prevzem po dobaviteljevem zagotavljanju kakovosti izdelkov AQP. Blago je razvrščeno v AQP v primeru:

- Če dobavitelj dobavlja posamezni material v obdobju šestih mesecev brez reklamacij vezanih na kakovost izdelka (in ima vsaj ISO 9001)
- Če je 10 zaporednih dobav brez reklamacij vezanih na kakovost izdelka (in ima vsaj ISO 9001)

6.5. V primeru izmeta pri obdelavi, popravila ali obveznega prebiranja nad določenim odstotkom glede na vrsto kosa, si naročnik pridržuje pravico bremeniti dobavitelja za plačilo stroškov obdelave, popravila ali prebiranja po ceniku določenem v Tehnično prevzemnih pogojih, po lastni presoji pa tudi zahtevati znižanje cene, ali zahtevati, da dobavitelj napake odpravi sam.

6.2. The Buyer shall return any inadequate or defective deliveries to the Supplier and charge him with costs outlined in the Technical Delivery Terms. The Buyer holds the right to seek compensation for defective deliveries, which shall be invoiced under the same conditions.

6.3. The Buyer undertakes to conduct an administrative reception on the date of delivery (or on the date of performed services), under the condition that he has received the arranged documentation (shipment notification, delivery notification of equipment, delivery note or an appropriate accounting sheet) in accordance with the provisions of the General Purchasing Conditions; that product identification meets the provisions of the General Purchasing Conditions; and that the products are delivered one hour before the closing time of the Buyer's storage facility. In case of incomplete documentation, administrative reception is postponed to the day, when the Supplier adequately supplements it. The Supplier undertakes to replace or repair products (or supplement the service), which was inappropriate or imperfect upon reception or during use.

6.4. The Buyer and the Supplier shall agree separately about one of the following forms of reception: classical reception, reception according to the »Certificate« (according to standard EN 10204, Article 2.2) or reception according to the Supplier's quality assurance system (AQP). Goods classify as AQP:

- If the Supplier delivers a certain material for a period of six months without complaints to the product's quality (and the supplier holds at minimum the ISO 9001 certificate).
- If there are no complaints to the product's quality for 10 consecutive deliveries (and the supplier holds at minimum the ISO 9001 certificate).

6.5. In case of scrapping during processing, repairing or the need for sorting a certain percentage of goods according to the type of the item, the Buyer holds the right to charge the Supplier for the costs of processing, repairing or sorting, according to prices determined in the Technical Acceptance Conditions, and to request a price reduction or that the Supplier eliminates the errors on their own.

6.6. Dobavitelj prevzema popolno odgovornost za stroške, nastale kot posledica odstopanj od kakovosti, katerih vzrok je pri dobavitelju, in sicer pri naročniku, pri naročnikovem kupcu, ali pri končnem uporabniku. Stroški kot posledica problemov kakovosti so: pavšal ob izstavitvi reklamacije in dejanski stroški povezani s problemom kakovosti (zastoj, prebiranje, popravilo...) in so zajeti v ceniku v Tehnično prevzemnih pogojih, ki je sestavni del teh pogojev.

6.7. V primeru odstopanja kakovosti materiala ali dobave, je naročnik o tem dolžan obvestiti dobavitelja. Dobavitelj je v roku 24 ur po prejemu reklamacijskega zapisnika (odprto 8D poročilo) s strani naročnika pristopiti k odpravi reklamirane napake in jo brezplačno odpraviti takoj oziroma v najkrajšem možnem času, določenem v naročilu ali reklamaciji. Reklamacije se rešujejo po postopku 8D, ki ga mora dobavitelj dosledno izpolniti in izvesti vse aktivnosti:

- 8D Poročilo je obvezujoče

- Spoštovanje 3D 24 ur (načrt takojšnjih ukrepov za omejitev škode).

- Spoštovanje 6D 5 dni (načrt korektivnih ukrepov in analiza vzrokov je zahtevana po metodi 5x Zakaj in Ishikawa. Pri obeh metodah je potrebno navesti vzroke:

1. Zakaj je bil izdelek z napako izdelan?

2. Zakaj je bil izdelek z napako odpremljen?

- Spoštovanje 8D 30 dni (popolno poročilo o učinkovitosti izvedenih ukrepov na obrazcu 8D Poročilo).

- V okviru reševanja problematike je obvezno posredovati še PFMEA (analiza rizikov) ter preveriti in revidirati ostalo dokumentacijo, ki se navezuje na problematiko (npr. Flow chart, kontrolni postopek, navodilo za delo, nastavni list, načrt, plan vzdrževanja, plan usposabljanja, sprememba sistemske dokumentacije, delovna/kontrolna sredstva, ostalo,...).

- V primeru, ko dobavitelj potrebuje za uvedbo in presojo učinkovitosti uvedenih ukrepov dalj časa, lahko prosi SEP za mnenje glede sprejemljivosti. V ta namen je od dobavitelja zahtevana izdelava podrobnega terminskega plana, ki se ga pošlje v Z-Line v potrditev.

- Zaključeno 8D poročilo in potrditev s strani Z-Line-a je pogoj za zaključek reklamacije.

- na embalaži materiala mora biti vsaj naslednje 3 dobave označeno, da je material 100% pregledan. V primeru reklamacije za material, za katerega se dobavitelj obvezuje, da je 100% pregledan na možnost reklamirane napake, dobavitelj prevzema popolno odgovornost in je dolžan kriti vse stroške povezane s ponovno reklamacijo.

- dobavitelj je dolžan o napaki obvestiti vse svoje dobavitelje, ki imajo vpliv na napako, ki je predmet reklamacije

6.6. The Supplier shall assume total responsibility for costs incurred because of deviations in quality on the Supplier's end, i.e. at the Buyer, at the Buyer's customer or at the end user. Costs due to quality problems are: flat-rate upon issuing complaints and actual costs related to quality problems (delay, sorting, repairing,...). All are included in the price list in the Technical Delivery Terms, which are a constituent part of these conditions.

6.7. In case of quality discrepancies in material or supply, the Buyer is obliged to inform the Supplier. Within 24 hours after receiving the complaint report (an open 8D report), the Supplier is obliged to begin to eliminate the problem in question and to eliminate it immediately or as quickly as possible, as stated in the order or in the complaint. Complaints shall be treated pursuant to the 8D procedure, which is to be fulfilled consistently by the Supplier and followed by appropriate actions:

- the 8D report is binding

- 3D observance for 24 hours (plan of immediate damage control measures).

- 6D observance for 5 days (plan of corrective actions along with root cause analysis is required according to the Ishikawa method and the 5 Whys technique. According to both methods the following reasons need to be listed:

1. Why was the defective product manufactured?

2. Why was the defective product shipped?

- 8D observance for 30 days (complete report of the efficiency of the implemented measures on the 8D Report form).

- In terms of problem solving, the PFMEA (risk analysis) is to be submitted as well as to verify and revise other documentation related to the problem area (flow chart, control plan, work instructions, adjusting sheet, sketch, maintenance plan, training plan, change of system documentation, working/control means, etc.).

- In case the Supplier needs additional time to implement and assess the efficiency of the implemented measures, submit a detailed SQE plan to SEP for approval.

- The completed 8D report and confirmation by Z-Line are necessary to conclude a complaint.

- Packaging of the material of the 3 consecutive deliveries must be marked as 100% inspected. In case of complaints concerning the material, for which the Supplier claims to be 100% inspected against claimed defects, the Supplier assumes full responsibility and is obliged to cover all costs concerning the second complaint.

- The Supplier is obliged to convey the defect to all his suppliers, who have influence to the defect in question.



- Ves prejet material, ki ne bo označen, da je 100% pregledan, se šteje kot reklamiran material o katerem se naročnik in dobavitelj dvostransko dogovorita o načinu obravnave reklamacije in odprave napake. To vpliva na ppm (reklamiran kos/1.000.000 dobavljenih kosov).

- stroške popravila ali sortiranja neustreznega materiala, ki ga naročnik potrebuje za nemoten proizvodni proces krije dobavitelj. Naročnik v tem primeru ni dolžan čakati na dobaviteljevo odobritev popravila ali sortiranja.

- v primeru reklamacije material izgubi status AQP

- vsi stroški nastali zaradi neustreznosti material se obračunajo po dokumentu **Obračun stroškov reklamacije**, ki ga naročnik pošlje v vednost dobavitelja pred izstavljenim računom za te stroške.

6.8. O ponovljivosti reklamacij govorimo, kadar le – to določi 8D tim na osnovi specifik:

- Ali se je napaka ponovila na enakem izdelku,

- V enakem rangu velikosti,

- Na enaki lokaciji,

- Z enako funkcijo neustreznosti.

V primeru, ko se 8D tim odloči, da gre za ponovljivost na izdelku, sledijo dodatni potrebni ukrepi za analizo ponovljivosti kjer se vključi tim razvoja in strokovni tim dobavitelja.

Glede na naravo problema se lahko izvedejo tudi dodatne analize v laboratoriju (testi, validacije,...).

6.9. Naročnik ima pravico, da v primeru, ko dobavitelj ne odpravi napake v postavljenem roku in ne plača povzročene škode, zadrži plačilo faktur za opravljene storitve oziroma obveznost plačila škode pobota s svojo obveznostjo do dobavitelja.

7. CENE

7.1. Razen v primeru, ko je v naročilu drugače določeno, so vse cene fiksne in jih ni možno enostransko spreminjati.

7.2. V ceni so upoštevani vsi elementi, vse okoliščine in posebnosti v zvezi z razvojem, proizvodnjo in določenimi tehničnimi in funkcijskimi specifikacijami, določenimi v Tehnično prevzemnih pogojih, ki so sestavni del teh pogojev.

7.3. Cene vključujejo tudi strošek embalaže.

- Any received material unmarked as 100% inspected is regarded as claimed material on which the Buyer and the Supplier shall agree bilaterally regarding the claim and remedy of defects. This affects the ppm (claimed piece/1,000,000 supplied pieces).

- the cost of repair or sorting of inappropriate material, which the Buyer needs for uninterrupted production process is covered by the Supplier. In this instance, the Buyer is not obliged to wait for the Supplier's approval of repairs or sorting.

- In case of a complaint, the material loses its AQP status.

- All costs due to unsuitable material are charged according to the **Complaint Costs Sum**, which the Buyer sends to inform the Supplier, before invoicing these costs.

6.8. The claim is being considered as recurrence when determined as such by the 8D team based on the following specifics:

- whether the defect has repeatedly occurred on the same product,

- in the same size range,

- at the same location,

- with the same inadequacy function.

In the event that the 8D Team decides the claim is recurrence, additional necessary measures for the recurrence analysis shall be followed where the development team and the supplier team are involved. Depending on the nature of the claim, additional laboratory analyses (tests, validations, ...) can be required.

6.9. In case the Supplier does not eliminate the error in the determined deadline and does not reimburse the inflicted damages, the Buyer holds the right to delay payments of invoices for the performed services or to settle liabilities with the Supplier.

7. PRICES

7.1. Unless the order determines otherwise, all prices are fixed and cannot be modified unilaterally.

7.2. The price includes all the elements and circumstances as well as special features related to development, production and certain technical and functional specifications determined in the Technical Acceptance Conditions, which are a constituent part of these conditions.

7.3. Prices include packaging costs.



7.4. Če kraj dobave v naročilu ni naveden, se šteje, da je kraj dobave kupčevo skladišče po pariteti DDP (dobavljeno, dajatve plačane) Maribor v skladu z določbami Incoterms 2000 oz. s 1.1.2011 Incoterms 2010.

7.5. Dobavitelj se obvezuje, da si bo po najboljših močeh prizadeval izboljševati svoje in poddovajateljeve proizvode in procese ter usmerjal svoja prizadevanja za zmanjševanje stroškov in iz tega naslova, pri ponavljajočih nakupih, naročniku priznaval letno produktivnost.

8. IZDAJANJE RAČUNOV IN PLAČILO

8.1. Vsaka faktura mora ustrezati vsakemu posameznemu naročilu. Faktura mora vsebovati številko naročila, artikel in stanje spremembe, naziv izdelka oz. specifikacija opravljene storitve, šifro naročnika, količino, ceno, datum in številko dobavnice, način dobave, dobavno mesto, podatki o banki (naziv banke in št. bančnega računa). Izdan mora biti v skladu z Zakonom o davku na dodano vrednost.

8.2. Dobavitelj je dolžan izstaviti račun v dveh izvodih na naslov podjetja s priloženo kopijo dogovorjene dokumentacije. Naročnik mora račune prejeti najpozneje v roku 5 dni od dneva dobave blaga ali opravljene storitve. V nasprotnem primeru se premakne datum nastanka obveznosti in s tem valuta plačila za ustrezno število zamujenih dni. Za ta čas dobavitelj nima pravice zaračunati zamudnih obresti.

8.3. Plačilo se izvrši po pogodbeno dogovorjenem prispetju blaga in prispetju pravilnega in pregledanega računa.

8.4. Če ni s strani naročnika drugače določeno, se vsa vplačila izvršijo v roku 90 dni od konca meseca fakturiranja.

8.5. Pri dobavi z napakami je naročnik upravičen, da plačilo, ali del plačila, sorazmerno z deležem vrednosti slabih izdelkov, zadrži do pravilne izpolnitve.

8.6. Rok zapadlosti plačila in način plačila so določeni v posameznem naročilu. Plačilo računa še ne pomeni, da naročnik dokončno priznava kakovost dobav.

7.4. If the place of delivery is not stated on the order, it is considered that the place of delivery is the Buyer's storage facility according to parity DDP (Delivered, Duty Paid) in Maribor in accordance with the provisions of Incoterms 2000 (since 1 January 2011 Incoterms 2010).

7.5. The Supplier undertakes to improve his and his sub-Supplier's products and processes to the best of his ability; furthermore to reduce costs in continuous purchases and to acknowledge the Supplier's annual productivity.

8. INVOICING AND PAYMENT

8.1. Each invoice must match each individual order. An invoice must include the number of the order, the product and the state of the change, the product's name or service specification, the Buyer's code, the amount, price, date and number of the delivery note, the manner of delivery, the delivery point, and bank information (bank's title and account no.). It must be issued according to the Value Added Tax Act.

8.2. The Supplier is obliged to issue the invoice in two copies to the address of the company with an enclosed copy of the agreed-upon documentation. The Buyer must receive the invoices within no later than 5 days from the delivery date or performed service. If this is not the case, the date of commencing liabilities shifts and with it the charge rate for the appropriate number of days of delay. The Supplier has no right to claim default interest for this shift period.

8.3. Payment is executed after the contractually agreed-upon arrival of goods and the arrival of an accurate and inspected receipt.

8.4. Unless stated otherwise by the Buyer, all payments are to be executed within 90 days from the end of the month of invoicing.

8.5. In case of delivery with errors, the Buyer is entitled to postpone payment or part of the payment, according to the percentage of defected products, up until accurate fulfilment.

8.6. The due date and the method of payment are determined in each individual order. Payment does not imply the Buyer's final recognition of the quality of goods.



8.7. V primeru, da plačilo zapade na soboto ali dela prost dan se le-to izvrši prvi naslednji dan. Za ta čas dobavitelj nima pravice zaračunati zamudnih obresti.

8.8. Dobavitelj ni upravičen brez poprejšnjega pisnega soglasja naročnika, ki ne sme biti odklonjeno brez utemeljenega razloga, svojih terjatev do naročnika odstopiti ali jih prepustiti v izterjavo tretjim.

9. KAKOVOST IN USTREZNOST

9.1. Dobavitelj odgovarja za kakovost dobavljenega materiala ali proizvodov in vzpostavi sistem kontrole in vodenja kakovosti. Učinkovitost vodenja sistema kakovosti, kakor tudi njene skladnosti, dobavitelj dokazuje s:

- certifikatom kakovosti skladno s serijo standardov ISO 9001
- certifikatom kakovosti IATF 16949

9.2. V primerih, ko dobavitelj ne razpolaga z oceno sistema kakovosti, lahko Z-Line Automotive d.o.o. izvede presojo procesa in poda mnenje o dobaviteljevih sposobnostih. V primeru pozitivnega mnenja se dobavitelju naroči pripravo procesa s pogojem, da so zagotovljene vse zahteve zagotavljanja kakovosti procesa.

9.3. Po izvedenih ukrepih dobavitelja dokumentacijo procesa validira predstavnik Z-Line Automotive d.o.o. in izvede ponovno presojo procesa.

9.4. Dobavljeni izdelki morajo biti v skladu s specifikacijami, risbami in vsemi ostalimi dokumenti, ki definirajo izdelek in so bili na razpolago dobavitelju in dogovorjeni v Tehnično prevzemnih pogojih, za nedoločene karakteristike pa morebitnim tipskim delom ali etalonom.

9.5. Dobavitelj izkazuje skladnost pogodbenih proizvodov s trenutno veljavno dokumentacijo:

- s potrjenim PSW-jem
- z dobavljanjem pogodbenih proizvodov v okviru dovoljenih odstopanj,
- z zapisi o kakovosti dobavljenega materiala.

8.7. If payment is due on a Saturday or a work-free day, it is executed on the first work day which follows. In this case the Supplier has no right to claim default interest.

8.8. The Supplier is not entitled to assign the receivables to the Buyer or to waive them for claim to a third person without a previous written consent of the Buyer.

9. QUALITY AND COMPLIANCE

9.1. The Supplier is responsible for the quality of delivered material or products and has to establish a system for quality control and management. The Supplier has to prove the efficiency of the quality control system and its compliance with:

- a certificate of quality in compliance with the ISO 9001 standard series,
- an ISO TS/IATF 16949 certificate of quality.

9.2. In instances, when the Supplier does not possess an evaluation of the quality control system, SEP D.O.O. can implement an audit of the process and evaluate the Supplier's capabilities. In case of a positive evaluation, the Supplier is instructed to prepare a process, on the condition that all requirements for ensuring the quality of the process are fulfilled.

9.3. After the Supplier's measures have been implemented, the process documentation is validated by a representative of Z-Line Automotive, who also performs a second evaluation of the process.

9.4. Delivered products must be in accordance with specifications, sketches and all other documents, which define the product and which have been made available to the Supplier and are agreed-upon in the Technical Acceptance Conditions. Undistinguishable characteristics must comply with potential type parts or prototypes.

9.5. The Supplier proves the conformity of contractual products with the currently valid documentation:

- signed-off PSW,
- delivering contractual products according to tolerance levels,
- recording the quality of delivered material or products (e.g. material certificate, measurement reports, etc.).



9.6. V primeru kakršne koli spremembe na proizvodu, orodju, procesu ali proizvodni lokaciji, mora dobavitelj predhodno poslati kupcu v odobritev predmet spremembe, izjavo o izvedljivosti in stroškovni vpliv. Prav tako mora dobavitelj poslati dimenzijsko poročilo ter sposobnost procesa/zmogljivost procesa pred in po zahtevani spremembi. Po pisni odobritvi kupca (potrjen PSW, podpisana nabavna pogodba ali drugi zapisi o kakovosti materiala) lahko dobavitelj začne z dobavami.

9.7. Brez soglasja naročnika ne sme biti opravljena nikakršna tehnična sprememba. Dobavitelj je dolžan predhodno obvestiti naročnika o vsakem prenosu proizvodnje, o uporabi novega orodja ali novega postopka. Vsaka od navedenih sprememb pomeni ponovitev postopka Potrditev začetnih vzorcev. Za vsak nov proizvod in v drugih primerih, ko je to dogovorjeno, mora dobavitelj naročniku na njegovo zahtevo dostaviti vzorec proizvoda, ko bo popolnoma ustrezal načrtovani proizvodnji. Priložiti mora kontrolno poročilo in po potrebi vse rezultate preizkusov, kot jih zahtevajo predpisi. Kosi morajo biti skladni z definicijo, ustrezati predvideni funkciji in izpolnjevati zahteve veljavnih predpisov. Naročilo bo postalo fiksno šele po naročnikovi potrditvi ustreznosti tipskih kosov (vzorcev).

9.8. Dokumentacija o izdelku je v skrbništvu dobavitelja, ki prav tako hrani (arhivira) "Zapise o kakovosti". Dokumentacijo dobavitelj hrani za čas življenjske dobe izdelka, zapise pa najmanj 5 let. Po prenehanju serijske proizvodnje je dobavitelj dolžan hraniti dokumentacijo najmanj 15 let.

9.9. Dobavitelj lahko za neznatne pomanjkljivosti blaga, ki je praviloma posledica enkratnih ali kratkotrajnih vplivov pri dobavitelju, pisno prosi naročnika za Pogojni prevzem. Dobava takšnega blaga je možna le po predhodni pisni odobritvi s strani naročnika. Blago mora biti ustrezno označeno.

9.10. Naročnik lahko preverja izpolnjevanje zahtev teh nabavnih pogojev z izvajanjem ustreznih presoj pri dobavitelju.

10. PREKLIC NAROČILA

10.1. Za vsako neizpolnjevanje pričujočih pogojev, zlasti za ponavljajoče se zamude pri dobavah in ponavljajoče se pomanjkljivosti kakovosti izdelkov, lahko naročnik z enim samim pisnim obvestilom prekliče naročilo (odstopi od naročila).

9.6. In the event of any change related to the product, tool, process or production location, the supplier must first receive the Buyer's approval of change. To do so, supplier must submit the subject of change, the feasibility statement and the cost impact. In addition, the Supplier must also present a dimension report and capability of the process before and after the requested change. After the written approval of the Buyer (approved PSW, signed purchase contract or other record of the quality of material), the supplier can start with deliveries.

9.7. No technical modifications are to be made without the Buyer's consent. The Supplier is obliged to notify the Buyer beforehand, when using a new tool or procedure. Each stated modification implies the repetition of the Approval of Initial Samples procedure. For each new product and in other instances, when this is agreed-upon, the Supplier has to present a sample product to the Buyer, which completely matches the planned production. A control report and if needed, all other test results, as required by regulations, must be enclosed. Pieces must be in accordance with their definition, comply with the intended function and meet the requirements of applicable regulations. The order shall become fixed only after the Buyer's approval of the suitability of type parts (samples).

9.8. The required documentation shall be under the Supplier's safeguard and the latter shall also keep (archive) the "Quality Records". The Supplier shall keep the records for the lifetime of the product, at least 15 years after the end of serial production.

9.9. In the event of insignificant deficiencies of the goods, generally arising from one-time or short-term effects at the Supplier's, the latter can request (in writing) conditional reception from the Buyer. The delivery of such goods shall be possible only upon the Buyer's prior written consent. The goods must be marked accordingly.

9.10. The Buyer has a right to check the compliance of these purchasing conditions by performing audits at the Supplier's.

10. CANCELLATION OF AN ORDER

10.1. For every failure to fulfil the present conditions, especially for repeated delays in deliveries and repeated quality defects of the products, the Buyer can with one single written notice cancel the order (i.e. withdraw from the order).



10.2. Pisno obvestilo o preklicu naročila vsebuje tudi pridržek pravice naročnika do povračila škode, lahko pa vsebuje tudi konkretno zahtevo za povračilo škode.

11. ORODJA IN RISBE

11.1. Orodja, vzorci, modeli, merila, itn., ki so bila naročena dobavitelju ali pri tretjih osebah za naročnika, oziroma katere je naročnik izdelal, da bi jih dal, ali prepustil na razpolago dobavitelju, so v celoti v lasti naročnika. Skrb za vzdrževanje in remont prevzame dobavitelj, ki je odgovoren za izvršitev naročila kosov. Dobavitelj mora voditi ažurno evidenco vzdrževanja in popravil orodij.

11.2. Dobavitelj ne sme za račun tretje osebe izdelati na podlagi risb, orodij in modelov naročnika nobenega kosa brez poprejšnje pisne odobritve naročnika. V nasprotnem primeru bo to naročnik razumel kot dejanje nelojalne konkurence, za kar si pridržuje pravico zahtevati od dobavitelja odškodnino. Brez poprejšnjega pisnega soglasja naročnika je prepovedano orodja spreminjati ali uničiti.

11.3. Dobavitelj prevzema nase odgovornost in stroške, ki bi nastali v primeru poškodovanja, uničenja, ali kraje orodij iz točke 11.1.

12. JAMSTVO

12.1. Dobavitelj odgovarja za vidne ali skrite napake vseh svojih dobav, vključno s tistimi, katerih izdelavo je morebiti v celoti, ali delno zaupal tretji osebi.

12.2. Dobavitelj se zavezuje kriti odškodnino tudi v primeru, ko bi to odškodnino iztožil od naročnika nekdo tretji zaradi napak dobavitelja.

12.3. Naročnik si pridržuje pravico razdreti pogodbo in/ali preklicati naročilo ter zahtevati povrnitev škode po predpisih, ki urejajo obligacijska razmerja in po splošnih pravilih o odškodninski odgovornosti.

12.4. Dobavitelj bo ukrenil vse potrebno, da bo naročnika nemudoma obvestil o kakršnikoli dejanski ali domnevni pomanjkljivosti svojega materiala ali proizvodov ali stvarni napaki, s katero je seznanjen, s ciljem, da se omeji morebitne poznejše škodljive posledice.

10.2. The written order cancellation notice also includes the Buyer's right to reimbursement and can also include a specific request for cost reimbursement.

11. TOOLS AND SKETCHES

11.1. Tools, samples, models, measurements and other objects ordered at the Supplier's or at third persons for the Buyer or by the Buyer or which the Buyer has made available to the Supplier, are the sole property of the Buyer. Maintenance and overhaul is assumed by the Supplier who is also responsible for carrying out the orders of goods. The Supplier shall keep up-to-date records regarding maintenance and repair of the tools.

11.2. The Supplier shall not on account of third persons manufacture tools or models based on the Buyer's sketches without a previous written consent of the Buyer. Otherwise, the Buyer shall consider this as an act of unfair competition and reserve the right to claim compensation from the Supplier. Changes of tools or their destruction is not be permitted without a previous written consent from the Buyer.

11.3. The Supplier shall assume all responsibility and costs incurred in case of damage, destruction or theft of tools under Article 11.1.

12. WARRANTY

12.1. The Supplier shall be held responsible for apparent and hidden defects in all deliveries including those manufactured entirely or partially by a third person.

12.2. The Supplier shall also be charged for compensation in case compensation has been enforced from the Buyer by a third person as a result of defects at the Supplier's end.

12.3. The Buyer reserves the right to waive the order and/or cancel it and to claim reimbursement for damages according to provisions regulating the contractual obligations and according to the general rules on damage liability.

12.4. The Supplier shall take all necessary measures to notify the Buyer without delay of any actual or alleged defects in the products or of any material defects the Supplier is aware of with the goal to limit any potential harmful consequences in the future.



13. INDUSTRIJSKA LASTNINA

13.1. Dobavitelj bo zaščitil naročnika proti vsem zahtevkom, ki bi jih tretje osebe utegnile kjerkoli sprožiti v zvezi z dobavljenimi materiali ali izdelki zaradi patentov, licenc, zaščitnih znamk in modelov. V primeru tožb na podlagi tovrstnih zahtevkov, mora dobavitelj naročnika brez odloga začeti zastopati in namesto naročnika zagotoviti zanj obrambo v vseh utemeljenih ali neutemeljenih sodnih postopkih, ki bi lahko bili sproženi. Dobavitelj bo v celoti povrnil vse zneske stroškov in honorarjev in celo odškodnin, ki bi jih moral naročnik plačati na podlagi sodbe.

14. VAROVANJE POSLOVNE SKRIVNOSTI

14.1. Dobavitelj se zavezuje k zaupnosti posredovanih podatkov. Določil bo vse potrebne ukrepe za preprečitev širitve podatkov, ki jih je dobil za izvršitev naročila. Risbe, dokumentacija, načrti, modeli in vzorci, ki jih je dobavitelj dobil in so delno ali v celoti zasnovani pri naročniku ali pri njegovih partnerjih, so in bodo ostala izključna last naročnika, ki si pridržuje pravico, da jih posreduje svojim licenčnim partnerjem ali dobaviteljem.

14.2. Dobavitelj in naročnik se obvezujeta, da bosta vse nejavne komercialne in tehnične podrobnosti, s katerimi sta se seznanil med poslovnim odnosom, obravnavala in varovala kot poslovno skrivnost.

14.3. Risb, modelov, šablon, vzorcev in podobnih predmetov ni dovoljeno prepustiti nepooblaščenim tretjim osebam, ali jim drugače omogočiti dostop do njih. Razmnoževanje takšnih predmetov je dopustno le v okviru poslovnih zahtev in določb predpisov, ki urejajo avtorske pravice in pravice iz industrijske lastnine.

15. RAVNANJE Z OKOLJEM

15.1. Dobavitelj mora zagotavljati, da dobavljeno blago izpolnjuje vse veljavne zakonske in druge dogovorjene okoljske zahteve.

15.2. Naročnik se obvezuje, da bo ločeno zbiral embalažo nevarnih snovi in odpadne nevarne snovi v za to predvideni opremi.

13. INDUSTRIAL PROPERTY

13.1. The Supplier shall protect the Buyer against any claim by third persons that might occur in connection with the materials and products delivered by reason of patents, licenses, trademarks and models. In case of proceedings based on such claims, the Supplier undertakes to represent the Buyer without delay and to provide defence on behalf of the Buyer at their own expenses in all legal proceedings that might be initiated. The Supplier shall settle in full all costs, fees and indemnifications that the Buyer would have to pay pursuant to the judgment.

14. PROFESSIONAL SECRECY

14.1. The Supplier obliges to confidentiality of the communicated information. The Supplier shall implement all necessary measures to prevent the circulation of information received for the purpose of executing the order. Sketches, documentation, designs, models and samples the Supplier has obtained and which have been partially or fully designed by the Buyer or by the Buyer's partners are and shall remain the Buyer's property.

14.2. The Supplier and the Buyer undertake to handle and keep all commercial and technical details they are acquainted with in the course of their business relation as confidential.

14.3. Sketches, models, templates, samples and similar products shall not be released to unauthorised third persons or otherwise made accessible. Multiplication of such products shall only be allowed in terms of business requirements and within the meaning of provisions in regulations concerning copyright and other industrial property rights.

15. ENVIRONMENTAL CARE

15.1. The Supplier shall ensure that the goods delivered meet all applicable legal and other agreed-upon environmental requirements.

15.2. The Buyer undertakes to separately collect packaging of hazardous materials and hazardous waste in equipment intended for such use.

15.3. Dobavitelj nevarne snovi se obvezuje, da bo na pisni poziv zagotovil odvoz embalaže nevarnih snovi, kakor tudi ves zbrani odpad teh nevarnih snovi. Odvoz bo izvršil na svoje stroške. Pri tem bo upošteval zakonske in druge obveznosti, ki izhajajo iz vidika okolja.

16. SPLOŠNE KLAUZULE

16.1. Pri opravljanju del je dobavitelj dolžan spoštovati splošno veljavne predpise s področja varstva pri delu pa tudi interne predpise naročnika.

16.2. Dobavitelj je izbran za izvedbo naročila na osnovi osebnih sposobnosti vodje podjetja ali skupine vodstvenih kadrov na dan podpisa naročila, na osnovi njihove kapitalske udeležbe kot tudi finančnih, človeških in materialnih sredstev, s katerimi razpolagajo znotraj svojega podjetja.

16.3. Dobavitelj se obvezuje, da bo v primeru sprememb v podjetju o tem obvestil naročnika, ki bo imel pravico razveljaviti naročilo.

16.4. Dobavitelj je dolžan za zagotavljanje rezervnih delov naročniku najmanj 15 let po prenehanju poslovnega razmerja med dobaviteljem in naročnikom, oz. če ni drugače določeno.

17. SODNA PRISTOJNOST – VELJAVNO PRAVO

17.1. Naročnik in dobavitelj si bosta prizadevala reševati vse morebitne spore na prijateljski način in s sporazumevanjem.

17.2. Če do sporazuma ne bi prišlo, se stranki dogovorita, da je za reševanje sporov pristojno sodišče v Novem mestu, ne glede na naravo, vzrok ali kraj spora, in ne glede na posebnosti dobavnih pogojev.

17.3. Pravni posli se sklepajo in zanje velja pravo republike Slovenije, v kolikor ni drugače dogovorjeno.

15.3. The Supplier of hazardous material undertakes to arrange, upon written request, removal of hazardous material packaging as well as all collected hazardous waste. Removal is to be executed at their cost and in accordance with legal and other requirements relating to environmental care.

16. GENERAL CLAUSES

16.1. The Supplier is obliged to respect the generally applicable regulations regarding safety at work as well as internal regulations of the Buyer.

16.2. The Supplier is selected based on personal skills of the manager of the company or a group of managers on the day of signing the order, based on their equity participation as well as on financial, human and material resources, which the company has at disposal.

16.3. The Supplier undertakes to immediately report to the Buyer of any changes in the company, who shall have the right to cancel the order.

16.4. The Supplier is obliged to provide spare parts to the Buyer for a minimum of 15 years after the termination of the Supplier – Buyer business relationship, if not agreed otherwise.

17. JURISDICTION – APPLICABLE LAW

17.1. The Buyer and the Supplier shall endeavour to solve all eventual disputes in an amicable way and by common agreement.

17.2. If an agreement cannot be reached, the parties hereby agree that the Court in Novo Mesto shall have jurisdiction in all disputes, irrespective of the nature, reason or place of dispute and regardless of the specific provisions of the purchasing conditions.

17.3. Legal transactions are concluded and are subject to the law of the Republic of Slovenia, unless otherwise agreed.

18. DRUŽBENA ODGOVORNOST IN TRAJNOSTNI RAZVOJ

18.1. Poleg vseh veljavnih zakonov in predpisov, se od dobavitelja zahteva, da upošteva družbeno odgovorne dolžnosti: skladnost z zakoni, poslovno etiko in standardi, upoštevanje človekovih pravic, poslovne etike in standardov, skrb za okolje, vključevanje v skupnost in okolje, skrb za promocijo družbene odgovornosti in trajnostnega razvoja v celotni dobavni verigi.

18. SOCIAL RESPONSIBILITY AND SUSTAINABILITY

18.1. In addition to all applicable laws and regulations to be observed by the Supplier, it is also the Supplier's obligation to respect the socially responsible duties: compliance with law, business ethics and standards, respecting human rights, business ethics and standards, environmental care, community and environment involvement, promotion of social responsibility and sustainable development in the entire supply chain.

