

## General Terms and Conditions for Services and Works/Splošna pravila in pogoji za storitve in delo

### 1. General/Form of legally binding declarations

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

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

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

### 2. Purchase orders

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

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

### 3. Implementation of contractual relationship

3.1 The Supplier shall provide its services in its own name and for its own account as independent entrepreneur. The Supplier shall not be authorised to represent the Ordering Party in legal transactions. The Supplier is not a representative of the Ordering Party.

3.2 In performing its activities, the Supplier shall not be subject to the instructions of the Ordering Party and its employees. An employment relationship between the parties shall not be created.

3.3 The Supplier itself shall freely determine the days, time management on these days and the place of providing its service. This shall not affect the Supplier's obligation to fulfil the agreed services according to the contract.

3.4 The Supplier can commission third parties to provide the service unless the Supplier's personal provision of the service was agreed. This shall not apply if there is good cause to exclude a third party commissioned. Such good cause shall exist in particular if the third parties commissioned by the Supplier lack the required qualifications and professional experience necessary to fulfil the tasks

### 1. Splošno/Obrazec pravno zavezujočih izjav

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

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

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

### 2. Naročila

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

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

### 3. Izvajanje pogodbenega razmerja

3.1 Dobavitelj opravlja storitve v lastnem imenu in za lasten račun kot neodvisni podjetnik. Dobavitelj ni pooblaščen za predstavljanje naročnika v pravnih poslih. Dobavitelj ni naročnikov predstavnik.

3.2 Pri izvajanju svojih dejavnosti dobavitelj ni vezan na navodila naročnika in njegovih zaposlenih. Med strankama se ne vzpostavi delovno razmerje.

3.3 Dobavitelj sam prosto izbira dneve opravljanja storitve, upravljanje s časom v teh dneh in kraj opravljanja storitve. To ne vpliva na obveznost dobavitelja glede opravljanja storitev v skladu s to pogodb.

3.4 Dobavitelj lahko pooblasti tretje osebe za opravljanje storitev, razen če je bilo dogovorjeno, da bo storitve opravil dobavitelj osebno. To ne velja, če obstaja upravičen razlog, da se izloči pooblastitev tretjih oseb. Tovrsten upravičen razlog obstaja predvsem, če tretje osebe, ki jih je pooblastil dobavitelj, nimajo potrebnih kvalifikacij in strokovnih izkušenj, ki so potrebne za izpolnitev nalog v skladu s

according to the contract or the requirements for the commissioning of third parties under data protection law do not exist.

3.5 If the Supplier provides services relevant for safety, the Supplier shall undertake a corresponding risk assessment. Work equipment used or facilities requiring special supervision must be subjected to the required examinations. If hazardous substances are handled, the corresponding safety data sheets must be taken along while the service is being provided.

3.6 If documents for the use of the service covered by the contract are required, the Supplier shall deliver them to the Ordering Party, even if this is not expressly agreed.

#### 4. Change request / Additional expenses

4.1 The Ordering Party shall have the right, also after conclusion of the contract, to request changes to the delivery item and/or object of the service according to the regulations set forth below if the deviations, when considered objectively, taking into account the Supplier's business and its know-how and order book, can be reasonably expected of the Supplier technically and logistically. The Supplier shall review the Ordering Party's change request without delay and notify the Ordering Party immediately in writing of its effect on the contract framework. This notification duty shall include a declaration as to whether the desired changes are at all feasible technically and/or logistically and expedient and a declaration concerning the effects of the change requests on the contract framework agreed up to that time such as the concept, periods, deadlines, acceptance modalities and remuneration in the form of a quotation. The Ordering Party shall then give the Supplier a decision immediately on the implementation of the changes.

4.2 In the case of a positive decision and agreement on the changes to the contract terms and conditions, the change to the purchase order shall become an integral part of the contract.

4.3 Where change requests by the Ordering Party in terms of the object of the order or the implementation of the order are technically and economically insignificant for the Supplier, the Supplier cannot request a change to the contract terms and conditions.

4.4 Additional expenses shall only be reimbursed and additional remuneration only paid if the payment was expressly agreed. This shall not affect the precedence of an individual agreement in any form.

#### 5. Acceptance of works

5.1 The Supplier shall deliver the works on the agreed date of delivery according to the agreed requirements. If a delivery date is not agreed, the works shall be accepted after their completion.

5.2 Once provided by the Supplier, the works shall be subjected to an acceptance test. After completion of the acceptance test, the Ordering Party shall declare acceptance if the work performance is free of defects.

5.3 Fictitious acceptance is expressly excluded. Acceptance must be given in writing, by email or fax except in the event that the Ordering Party uses the works delivered for the intended purpose outside the agreed test processes and/or test procedures for longer than 14 calendar days.

#### 6. Remuneration

6.1 As remuneration for its services and for the rights granted and/or assigned to the Ordering Party according to section 10 below, the Ordering Party shall pay

pogodbo, ali pa ne obstajajo predpostavke za pooblastitev tretjih oseb v skladu s predpisi o varstvu osebnih podatkov.

3.5 Če dobavitelj opravlja storitve, vezane na varnost, mora dobavitelj opraviti ustrezno oceno tveganja. Delovna oprema, ki se uporablja, ali objekti, kjer je potreben poseben nadzor, morajo biti podvrženi zahtevanim pregledom. Če se rokuje z nevarnimi snovmi, je treba ustrezne podatkovne liste o varnosti imeti pri sebi, medtem ko se opravlja storitev.

3.6 Če so za uporabo storitve, ki jo pokriva pogodba, zahtevani dokumenti, jih mora dobavitelj naročniku dostaviti, tudi če to ni izrecno dogovorjeno.

#### 4. Zahteva po spremembi / Dodatni stroški

4.1 Naročnik ima pravico, tudi po sklenitvi pogodbe, zahtevati spremembo enote dostave in/ali predmeta storitve v skladu s spodaj navedenimi določbami, če je te spremembe, po objektivni obravnavi ter ob upoštevanju dobaviteljevega posla, know-howa in knjige naročil, mogoče od dobavitelja upravičeno pričakovati s tehničnega in logističnega vidika. Dobavitelj nemudoma pregleda spremenjeno zahtevo naročnika in naročnika nemudoma pisno obvesti o njenem učinku na pogodbo. Ta obveznost obveščanja vključuje izjavo glede tega, ali so zelene spremembe sploh tehnično in/ali logistično izvedljive ter primerne, in izjavo glede učinkov zahtevanih sprememb na do tedaj dogovorjeno pogodbo, kot so koncept, časovnice, roki, načini prevzema in plačilo v obliki predračuna. Naročnik nato dobavitelja nemudoma obvesti o odločitvi glede izvedbe sprememb.

4.2 V primeru pozitivne odločitve in dogovora o spremembah pogodbenih pravil in pogojev, sprememba naročila za nakup postane sestavni del pogodbe.

4.3 Ko so zahteve po spremembi s strani naročnika v smislu predmeta naročila ali izvedbe naročila za dobavitelja tehnično in ekonomsko nepomembne, dobavitelj ne more zahtevati spremembe pogodbenih pravil in pogojev.

4.4 Vračilo dodatnih stroškov in dodatno plačilo se izvede le, če je bilo tovrstno plačilo izrecno dogovorjeno. To ne vpliva na prednost posameznih dogovorov v kateri koli obliki.

#### 5. Prevzem dela

5.1 Dobavitelj opravi dela v dogovorjenem roku v skladu z dogovorjenimi zahtevami. Če rok ni dogovorjen, se delo prevzame, ko je zaključeno.

5.2 Ko dobavitelj dela opravi, so ta podvržena prevzemnemu testu. Po zaključku prevzemnega testa naročnik dela prevzame, če so opravljena brez napak.

5.3 Navidezen sprejem je izrecno izključen. Prevzem mora biti podan v pisni obliki, prek elektronske pošte ali faksa, razen v primeru, da naročnik opravljena dela uporablja v predvideni namen izven dogovorjenih testnih postopkov in/ali procesov več kot 14 koledarskih dni.

#### 6. Plačilo

6.1 Kot plačilo za storitve in v skladu s pravicami, ki so naročniku dodeljene ali določene v skladu s spodaj navedeno 10. točko, naročnik dobavitelju plača

the Supplier the agreed amount after the services have been provided correctly and within the prescribed time.

6.2 The agreed remuneration shall cover all the services to be provided by the Supplier and other expenses connected therewith unless otherwise agreed.

6.3 Travel expenses shall only be reimbursed if otherwise agreed in writing. They shall only be reimbursed when duly invoiced and copies of supporting documents are submitted. Exceptions to this shall require the prior written consent of the Ordering Party.

## 7. Invoices and payments

7.1 Payments shall be made, unless otherwise agreed, after 60 days net without deduction of cash discount. The term of payment shall begin as soon as the delivery or service is provided in full (and, in the case of works, was accepted by the Ordering Party) and the duly issued invoice has been received by the Ordering Party.

7.2 An invoice shall only be deemed duly issued if it states the Ordering Party's purchase order number.

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

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

## 8. Default

8.1 The timeliness of the service shall depend on the agreed date of the service or, if services are subject to acceptance, on the works capable of acceptance being offered to the Ordering Party for the purpose of carrying out acceptance.

8.2 Where a delay in the services or parts thereof resp. supplementary performance is evident, the Ordering Party must be notified immediately in writing or text form and any remedial measures by the Supplier must be described in detail.

## 9. Non-performance or defective performance/defects/limitation period

9.1 In the event of non-performance or defective performance and/or a defective service ("defect"), the Supplier shall, at the Ordering Party's option, at its own expense within a reasonable period either remedy the defect or provide its services again free of defects. If the Supplier fails to remedy the defect within a reasonable additional period or fails to provide the services again free of defects, the Ordering Party can rescind the contract or reduce the remuneration appropriately or remedy the defect or have it remedied at the Supplier's expense and request damages instead of performance.

9.2 The Ordering Party reserves the right to assert other statutory warranty claims and other damage claims.

9.3 Claims against the Supplier based on defects shall become statute-barred in the case of works 36 months as of acceptance.

dogovorjen znesek po tem, ko je bila storitev opravljena pravilno in v predvidenem roku.

6.2 Dogovorjeno plačilo pokriva vse storitve, ki jih mora opraviti dobavitelj, in druge s tem povezane stroške, razen če ni drugače dogovorjeno.

6.3 Potni stroški se povmejo le, če je to dogovorjeno v pisni obliki.

Ti stroški se povmejo, če so pravilno obračunani in so predložene kopije spremne dokumentacije. Za morebitne izjeme je potrebna predhodna pisna odobritev s strani naročnika.

## 7. Fature in plačila

7.1 Plačila se izvede, če ni drugače dogovorjeno, v 60-ih dneh neto, brez odbitka za gotovinski popust. Rok plačila prične teči takoj, ko je dostava oziroma storitev v celoti opravljena (oziroma je, ko gre za izvajanje del, sprejeta s strani naročnika), in ko naročnik prejme pravilno izstavljen račun.

7.2 Račun se šteje kot pravilno izstavljen, če je na njem navedena naročnikova številka naročila.

7.3 Plačilo ne šteje kot priznanje s strani naročnika, da so opravljene storitve v skladu s pogodbo.

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

## 8. Neizvršitev nalog

8.1 Pravočasnost storitev je odvisna od dogovorjenega datuma storitve ali, če je storitev predmet prevzema, od dela, ki se ga lahko prevzame in je ponujeno naročniku z namenom izvedbe prevzema.

8.2 Če se pojavi zamuda pri storitvah ali delu storitev, iz česar je razvidno, da bo potrebno dodatno delo, mora biti naročnik o tem nemudoma obveščen pisno ali v elektronski obliki, pri čemer mora dobavitelj podrobno opisati vse popravne ukrepe.

## 9. Neizpolnitev korektivnih ukrepov pri pomanjkljivi izvedbi/napakah/zastaralnem roku

9.1 V primeru neizvedbe ali napačne izvedbe in/ali napačne storitve (»napaka«), dobavitelj po presoji naročnika in na lastne stroške v razumnem roku napako odpravi ali storitev ponovno opravi brez napake. Če dobavitelj napake ne odpravi v razumnem podaljšanem roku ali ne opravi ponovne storitve brez napake, lahko naročnik razdre pogodbo ali primerno zmanjša plačilo ali popravi napako ali jo da popraviti na dobaviteljeve stroške in namesto izvedbe zahteva odškodnino.

9.2 Naročnik si pridržuje pravico do uveljavljanja drugih zakonskih garancijskih zahtevkov in drugih odškodninskih zahtevkov.

9.3 Terjatve do dobavitelja na podlagi napak zastarajo, v primeru del, 36 mesecev po prevzemu.

9.4 Warranty claims and other damage claims by the Operating Party shall in addition be determined by statutory provisions.

## 10. Work results, inventions, property rights and copyrights

10.1 The Supplier warrants that the services provided under the contract are free of third-party rights. The Supplier shall indemnify the Ordering Party in particular against third-party claims for infringement of rights.

10.2 The Supplier shall deliver all work results to be provided according to the order to the Ordering Party.

10.3 "Work results" are all results and findings including protectable results which are realised when the Supplier and/or a third party commissioned by the Supplier provides the ordered services, in particular the works, intermediate and/or by-product results, objects, concepts, graphics, sketches, reports, documents, software and their source code to be created.

10.4 The Supplier undertakes to give notification of these work results in the form requested by the Ordering Party in writing or text form immediately after their creation. The work results shall become the property of the Ordering Party, if possible, upon their creation and in their respective processing condition. The Supplier shall hold the work results in safe custody on behalf of the Ordering Party until their delivery.

10.5 The Ordering Party shall also be entitled to the irrevocable, exclusive right, which can be transferred and sub-licensed, without restriction in time, space and content, to use the work results itself or have them used in any way by third parties, to reproduce, modify and also to publish or exploit them in a form processed by it. If it is impossible by law to grant title to them, the Supplier shall ensure that the Ordering Party is granted a right of use in writing to the extent prescribed.

10.6 All rights to the work results granted and assigned by the Supplier to the Ordering Party within the scope of this contract and rights resulting therefrom, including property rights which may be based on these rights, shall be covered by the remuneration due under the contract. The Supplier shall ensure, unless otherwise agreed in an individual case, that the author waives its right to be named within the scope of the work results realised.

10.7 The Supplier shall not assert any rights arising from the ZASP [Slovenian Copyright Act] against the Ordering Party. The Supplier shall also ensure this with respect to its employees and third parties commissioned by it.

## 11. Open Source Software

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

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

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

## 12. Business liability insurance

9.4 Jamčevalne zahtevke in druge odškodninske zahtevke s strani naročnika opredeljujejo zakonske določbe.

## 10. Rezultat dela, izumi, premoženjske pravice in avtorske pravice

10.1 Dobavitelj jamči, da so storitve, opravljene po tej pogodbi, proste pravic tretjih oseb. Dobavitelj naročniku povrne škodo, predvsem v primeru terjatev tretjih oseb glede kršitve premoženjskih pravic.

10.2 Dobavitelj naročniku dostavi rezultate dela, ki ga je treba opraviti v skladu z naročilom.

10.3 »Rezultati dela« so rezultati in ugotovitve, vključno z zaščitnimi rezultati, ki so izvedeni, ko dobavitelj in/ali tretja oseba, ki jo pooblasti dobavitelj, opravi naročeno storitev, predvsem dela, vmesne in/ali stranske proizvode, predmete, pojme, grafike, risbe, poročila, dokumente, programsko opremo in njihovo izvorno kodo, ki jih je treba narediti.

10.4 Dobavitelj se zavezuje, da bo naročnika pisno ali v elektronski obliki takoj po izvedbi obveščal o rezultatih dela, in sicer v obliki, ki jo zahteva naročnik. Če je mogoče, rezultati dela postanejo lastnina naročnika ob njihovi izvedbi in v vsakokratnem stanju obdelave. Dobavitelj v imenu naročnika hrani rezultate dela na varnem do njihove dostave.

10.5 Naročnik si pridržuje tudi nepreklicno in izključno pravico, ki se lahko prenese in podlicencira, brez omejitve glede časa, prostora in vsebine, da lahko rezultate dela uporabi samostojno ali jih v kakršni koli obliki da v uporabo tretjim osebam z namenom reprodukcije, sprememb in tudi objave ali pa jih izkorišča v lastnih procesih obdelave. Če je prenos zakonsko nemogoč, dobavitelj zagotovi, da se naročniku pisno dodeli pravica uporabe v predvidenem obsegu.

10.6 Plačilo v skladu s to pogodbo krije vse pravice do rezultatov dela, ki so dodeljene in določene naročniku s strani dobavitelja v obsegu te pogodbe, in pravice, ki iz tega izhajajo, vključno s premoženjskimi pravicami, ki lahko temeljijo na teh pravicah. Če za posamezen primer ni drugače dogovorjeno, dobavitelj zagotovi, da se avtor odpove svoji pravici do navedbe avtorstva v obsegu izvedenih rezultatov.

10.7 Dobavitelj zoper naročnika ne uveljavlja nobenih pravic, ki izhajajo iz Zakona o avtorski in sorodnih pravicah [ZASP]. Prav tako dobavitelj to zagotavlja za svoje zaposlene in pooblaščen tretje osebe.

## 11. Odprtokodna programska oprema

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

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

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

## 12. Zavarovanje odgovornosti za poslovne obveznosti

The Supplier undertakes for the duration of the contractual relationship to conclude appropriate business liability insurance and to maintain this for at least 5 years after the contract ends.

### 13. Provision of objects, documents, material

13.1 Documents and/or objects provided shall remain the property of the Ordering Party and shall be stored separately free of charge, must be marked and managed as the Ordering Party's property. The supply or provision of information shall not constitute any transfer of intellectual property. Its use shall only be admissible for orders of the Ordering Party. In the event of a negligent reduction in value or loss, the Supplier shall provide compensation.

13.2 If the Ordering Party supplies the Supplier with material or parts free of charge or subject to a charge, the Ordering Party shall retain title to them (goods subject to retention of title). Processing or conversion shall be performed by the Supplier on behalf of the Ordering Party. If goods subject to retention of title are processed with other goods that do not belong to the Ordering Party, the Ordering Party shall acquire co-ownership in the new article in the ratio of the gross value of its supplied article (purchase price plus VAT) to the other processed objects at the time of processing. Section 13.1 shall apply accordingly.

### 14. Return of documents, nondisclosure

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

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

14.3 The Supplier shall place a written obligation corresponding to this section 14 upon third parties that it commissions to provide the services in compliance with section 3.4, and shall provide the Ordering Party with proof at its request.

### 15. Data protection, information security

15.1 The Supplier shall take appropriate data protection measures and measures to protect its IT systems against programs with malicious functions (viruses, worms, Trojans) and the access of unauthorised third parties in order to protect information received from the Ordering Party and to protect appropriately the results created for the Ordering Party against loss, modification, transfer or access by unauthorised third parties.

Dobavitelj se za čas trajanja pogodbenega razmerja zavezuje, da bo sklenil ustrezno zavarovanje odgovornosti za poslovne obveznosti in zavarovanje odgovornosti za proizvode ter ju ohranil vsaj še 5 let po izteku pogodbe.

### 13. Zagotovitev predmetov, dokumentov, materialov

13.1 Zagotovljeni dokumenti in/ali predmeti ostanejo last naročnika in se brezplačno hranijo ločeno, obenem pa jih je treba označiti in z njimi upravljati kot z naročnikovo lastnino. Dostava ali zagotovitev informacij ne predstavlja nikakršnega prenosa intelektualne lastnine. Uporaba informacij je dovoljena le za naročnikova naročila. V primeru zmanjšanja vrednosti iz malomarnosti ali izgube mora dobavitelj to vrednost nadomestiti naročniku.

13.2 Če naročnik dobavitelju brezplačno ali proti plačilu zagotovi material ali dele, naročnik ohrani lastninsko pravico do njih (blago, ki je predmet pridržka lastninske pravice). Obdelavo ali predelavo izvede dobavitelj v imenu naročnika. Če se blago, ki je predmet pridržka lastninske pravice, obdela skupaj z drugim blagom, ki ne pripada naročniku, naročnik pridobi solastninsko pravico na novem izdelku v razmerju bruto vrednosti zagotavljenega izdelka (nabavna cena plus DDV) do drugih obdelanih predmetov v času obdelave. V tem primeru velja točka 13.1.

### 14. Vračilo dokumentov, nerazkritje

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

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

14.3 Dobavitelj v skladu s točko 14 v pisni obliki naloži obveznost tretjim osebam, ki jih pooblašča za opravljanje storitve v skladu s točko 3.4, in naročniku na njegovo zahtevo o tem priskrbi dokaz.

### 15. Varstvo podatkov, informacijska varnost

15.1 Dobavitelj bo izvedel ustrezne ukrepe za varstvo podatkov in ukrepe za zaščito IT sistemov pred programi z zlonamernimi funkcijami (virusi, hrošči, trojanskimi konji) in pred nepooblaščenim dostopom tretjih oseb, da bi zaščitil informacije, ki jih prejme od naročnika, in ustrezno zaščitil rezultate, ki jih izdelava za naročnika, pred izgubo, spremembami, prenosom ali dostopom s strani nepooblaščenih tretjih oseb.

15.2 If the Supplier has access to personal data when providing the service, the Supplier shall comply with statutory provisions on data protection and allow the Ordering Party to inform itself about compliance with such provisions. The Supplier shall in particular conclude the agreements with the Ordering Party legally required under data protection law. The Supplier shall oblige its employees and freelance employees in writing according to Article 24, par. 4 of Personal Data Protection Act (ZVOP-1).

15.3 The Supplier shall place a written obligation corresponding to this section 15 upon third parties that it commissions to provide the services in compliance with section 3.4.

15.4 If the Ordering Party is BSH Hausgeräte GmbH and if it operates as commissioned data processor for group companies e.g. within the scope of providing IT applications for subsidiaries, the following shall apply: If, according to the Individual Contract, the Supplier also processes data, for which the respective group company is responsible, the Supplier shall be sub-supplier in relation to the group company. The group company shall as a rule exercise any authority it has to instruct and rights of control with respect to the Supplier by instruction to the Ordering Party. Should the group company approach the Supplier directly in relation to information, controls, instructions, the Supplier shall forward this request immediately to the Ordering Party.

## 16. Corporate social responsibility

16.1 The Supplier undertakes to comply with the laws of the respectively applicable legal system(s), not to tolerate any form of corruption and bribery, to respect the fundamental rights of its employees and the prohibition on child and forced labour. The Supplier shall furthermore assume responsibility for the health and safety of its employees at the workplace, provide for fair pay and working hours, comply with environmental legislation and use its best efforts to promote and demand compliance with such principles from its own suppliers.

16.2 The Supplier undertakes to comply with the Implementation of the Equal Treatment Principle Act (ZUNEO) i.e. to prevent or eliminate discrimination on the grounds of race or ethnic origin, gender, religion or ideology, disability, age or sexual orientation. It should be noted that the prohibition of discrimination applies equally to employers, employees, external service providers, work colleagues and other business partners.

## 17. Assignment

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

## 18. Place of jurisdiction, applicable law

18.1 If the Supplier is a general merchant, any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of Celje, Slovenia.

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

15.2 Če ima dobavitelj pri opravljanju storitev dostop do osebnih podatkov, mora dobavitelj ravnati v skladu s predpisi o varstvu podatkov in naročniku omogočiti, da se seznanijo s skladnostjo s tovrstnimi določbami. Dobavitelj mora z naročnikom predvsem skleniti dogovore, ki so zakonsko zahtevani s predpisi o varstvu podatkov. Dobavitelj od svojih zaposlenih in oseb v svobodnem poklicu zahteva, da se zavežejo v skladu s 4. odstavkom 24. člena Zakona o varstvu osebnih podatkov (ZVOP-1).

15.3 Dobavitelj v skladu s točko 15 v pisni obliki naloži obveznost tretjim osebam, ki jih pooblašča za opravljanje storitve v skladu s točko 3.4, in naročniku na njegovo zahtevo o tem priskrbi dokaz.

15.4 Če je naročnik BSH Hausgeräte GmbH in če deluje kot pooblaščenec za obdelavo podatkov za družbe v koncernu, npr. z namenom zagotavljanja IT aplikacij podružnicam, velja naslednje: če v skladu z individualnimi pogodbami tudi dobavitelj obdeluje podatke, za katere je odgovorna določena družba v koncernu, velja dobavitelj v odnosu do družbe v skupini za poddobavitelja. Družba v koncernu mora praviloma izvajati vsa pooblastila, ki jih ima za podajanje navodil ter izvajati vse pravice nadzora v odnosu do dobavitelja in sicer s pomočjo navodil, ki jih poda naročniku. Če družba iz koncerna neposredno pristopi k dobavitelju glede informacij, nadzora ali navodil, mora dobavitelj te zahteve nemudoma posredovati naročniku.

## 16. Korporativna družbena odgovornost

16.1 Dobavitelj se zavezuje, da bo ravnal skladno z zakoni veljavnega pravnega sistema/sistemov, da ne bo toleriral nikakršne oblike korupcije in podkupovanja, da bo spoštoval temeljne pravice svojih zaposlenih in prepoved otroškega in prisilnega dela. Dobavitelj nadalje sprejema odgovornost za zdravje in varnost svojih zaposlenih na delovnem mestu, skrbi za pravično plačilo in delovni čas, upošteva okoljsko zakonodajo in se po najboljših močeh trudi spodbujati in zahtevati skladnost s temi načeli pri svojih dobaviteljih.

16.2 Dobavitelj se zavezuje, da bo ravnal v skladu z Zakonom o uresničevanju načela enakega obravnavanja (ZUNEO), tj. da bo preprečeval oziroma odpravil diskriminacijo na podlagi rase ali etnične pripadnosti, spola, religije ali ideologije, invalidnosti, starosti ali spolne usmerjenosti. Opozoriti je treba, da prepoved diskriminacije velja v enaki meri za delodajalce, zaposlene, zunanje ponudnike storitev, sodelavce in druge poslovne partnerje.

## 17. Prenos

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

## 18. Kraj pristojnosti, veljavna zakonodaja

18.1 Če je dobavitelj splošni trgovec, so vsi spori, ki izhajajo iz te pogodbe, predmet pristojnosti sodišč v Celju, Slovenija.

18.2 Pogodbeno razmerje ureja izključno pravo Republike Slovenije, z izključitvijo kolizijskih predpisov in Konvencije ZN o mednarodni prodaji blaga (CISG).