

Splošni nabavni pogoji

1. Splošno

1.1. Splošni nabavni pogoji družbe Aerosol d.o.o. (v nadaljevanju: splošni nabavni pogoji), urejajo pravice in obveznosti in veljajo za vse pravne posle med družbo Aerosol, razvoj in proizvodnja znanstvenih instrumentov d.o.o. (v nadaljevanju: Aerosol d.o.o. ali naročnik) kot naročnikom blaga in/ali storitev ter posameznim dobaviteljem, ki dobavi blago ali izvede storitev.

1.2. Splošni nabavni pogoji se uporabljajo v vseh pogodbenih razmerjih naročnika z dobavitelji in veljajo zavsa naročila blaga (materiali in izdelki) ter storitev, ki jih nudi dobavitelj oziroma pri vseh pravnih odnosih med dobaviteljem in naročnikom, razen če niso posebej pisnoizrecno izključeni, bodisi v celoti ali delno ali z drugim posebnim dogovorom, ki glede posameznih razmerij odstopa od teh splošnih nabavnih pogojev.

1.3. Do splošnih nabavnih pogojev dobavitelj dostopa naspletni strani naročnika www.aerosolmageesci.com.

1.4. Šteje se, da je dobavitelj s tem, ko je dal svojo ponudbo ali sprejel naročilo naročnika ali izvedel dobavoblaga ali opravil storitev, sprejel in priznal tudi splošne nabavne pogoje naročnika, veljavne na dan dobaviteljeveponudbe ali naročila naročnika, se z njimi seznanil in z njimi v celoti soglašaja, v kolikor jim izrecno pisno ne nasprotuje.

1.5. Dobaviteljevi splošni nabavni pogoji veljajo le v primeru, če je pisno tako izrecno dogovorjeno. Nasprotujoči pogoji s strani dobavitelja niso zavezujoči zanaročnika, tudi če jim naročnik izrecno ne nasprotuje ali če sprejme dobavo ali storitev. Nasprotujoči pogoji veljajosamo in izključno v primeru, da je naročnik podal pisno soglasje.

2. Cena

2.1. Cene med naročnikom in dobaviteljem so

General purchase terms and conditions

1. General

1.1. The general purchase terms and conditions of the company Aerosol d.o.o. (hereinafter: general purchase terms), which apply to all the legal entities, define the rights and obligations between the company Aerosol, razvoj in proizvodnja znanstvenih instrumentov d.o.o. (hereinafter: Aerosol d.o.o. or client), as the procurer of goods and/or services, and each supplier procuring the goods or performing the services.

1.2. The general terms and conditions are used in all thecontractual relationships between the client and the suppliers and apply to all orders of goods (materials and products) and services offered by the supplier, or in all the legal relationships between the supplier and the client, unless explicitly excluded in writing, either in partor in full, in line with any special agreement that deviatesfrom these general purchase terms regarding individual relationships.

1.3. The supplier accesses the General purchase terms and conditions on the client's website www.aerosolmageesci.com.

1.4. By submitting its offer or accepting the order of the client, or performing the supply of the goods or the provision of the service, it is assumed that the supplier has adopted and recognized the general purchase terms of the client applicable on the day of the supplier's offer of an order of the client, that the supplier has become familiarised with the terms, and that the supplier fully agrees with the terms unless the client's explicit disapproval is provided in writing.

1.5. The supplier's general purchase terms only apply if they have been explicitly agreed in writing. Contradicting conditions by the supplier are not binding for the client, even if the client does not explicitly oppose them or if theclient accepts the supply or service. Contradictingconditions apply only and exclusively with the client's written consent.

2. Price

2.1. Prices between the client and the supplier are

dogovorjene v vsakem posameznem naročilu in vsebujejo vse stroške dobavitelja do trenutka prevzema blaga, vključno s stroški embalaže, dostave in zavarovanja do trenutka dobave blaga ter morebitne druge dajatve dobavitelja ter predstavljajo popolno plačilo in nadomestilo za ves material, storitve, stroške in izdatke, ki so nastali dobavitelju do trenutka prevzema, če ni pisno izrecno drugače dogovorjeno.

2.2. Sprememba cen zaradi eventualnega povečanja dobaviteljevih stroškov je dopustna le s pisnim soglasjem naročnika. V primeru sukcesivno dogovorjenih odprtih naročil, kjer je cena dogovorjena, je sprememba cene sprejemljiva pod pogojem povečanja cen surovin na trgu, in sicer do količine, določene v naročilu.

3. Naročila

3.1. Dobavitelj bo blago za naročnika dobavljal na podlagi posameznih pisnih naročil naročnika, v enem ali več odpoklicih. Povpraševanje naročnika po blagu se vedno šteje zgolj kot povabilo k ponudbi in za naročnika nizevajoče.

3.2. Naročilnica, ki jo izda naročnik, je zavezujoča le, če jedana v pisni obliki. Vsebovati mora: številko naročilnice, naročnikovo kodo blaga in dobaviteljevo kodo blaga, v kolikor je različna od naročnikove kode.

3.3. Dobavitelj mora posamezno naročilo pisno zavrniti v treh (3) dneh, sicer se šteje, da je sprejel vsebino naročila. Zgolj zavrnitev brez obrazložitve ni zadosten razlog za spremembo pogojev naročila. Ponudba mora vsebovati dobavne roke ter vse ostalo, kar naročnik zahteva v svojem povpraševanju (količina, vrsta blaga, kakovost, cena, način plačila, izpolnitveni rok, način in kraj dobave idr.).

3.4. Dokumentacija (dobavnice in račune), ki jih naročniku izstavi dobavitelj, morajo vsebovati številko dokumenta, številko naročilnice naročnika, naročnikovo kodo blaga.

3.5. Dobaviteljeve spremembe in / ali dopolnitve naročil, se štejejo za novo ponudbo dobavitelja in ta se ne šteje za potrjeno, dokler se dobavitelj in naročnik pisno ne uskladita.

3.6. Naročila, sprejem naročila, spremembe in dopolnitve – teh je treba izvršiti v pisni obliki in so zavezujoče le, če so potrjene v pisni obliki. Za pisno

agreed in each individual order and include all the costs of the supplier until the moment of the acceptance of the goods, including packaging, delivery, and insurance costs until the moment the goods are supplied, and any other duties of the supplier, and represent the full payment and compensation for all the materials, services, costs and expenses that the supplier incurred until the moment of their acceptance unless explicitly agreed otherwise in writing.

2.2. Prices may be changed due to the possible increase of the supplier's costs only with the client's written consent. In the event of successively agreed open orders where the price has been agreed, prices may only be changed if raw material prices on the market increase by the amount defined in the order.

3. Orders

3.1. The supplier will supply goods for the client on the basis of individual written orders of the client, in one or more call-offs. The client's demand for goods is always considered as an invitation to the offer and is not binding for the client.

3.2. The purchase order issued by the client is only binding if provided in writing. It must include: the purchase order number, the client's goods code, and the supplier's goods code if different from the client's code.

3.3. The supplier must refuse each order in writing within three (3) days, otherwise it shall be considered that the supplier has accepted the content of the order. A rejection, without justification, shall not be sufficient grounds for amending the terms and conditions of the order. The offer must include the delivery periods and all the other matters required by the client in their demand (quantity, type of goods, quality, price, payment method, completion date, method and place of delivery, etc.).

3.4. Documents (purchase orders and invoices) issued to the client by the supplier must include the number of the document, the number of the client's purchase order, and the client's goods code.

3.5. The supplier's amendments and/or supplements to orders shall be considered to be the supplier's new offer, which shall not be deemed confirmed until the supplier and the client agree on the offer in written form.

obliko se štejejo le podpisani dokumenti, poslani po elektronski pošti ali priporočeni pošti.

3.7. Poreklo blaga

Dobavitelj se obvezuje, da bo na zahtevo naročnika nemudoma izdal dokazilo o preferencialnem poreklu blaga oziroma verodostojna dokazila, za katere naročnik meni, da so potrebna.

4. Plačilni pogoji

4.1. Dobavitelj je dolžan za naročeno blago izstaviti naročniku račun, v roku pet (5) dni po opravljeni celotni dobavi blaga / izvedbi storitve, če ni pisno izrecno drugače dogovorjeno. Sestavni del računa mora biti tudi s strani naročnika potrjena dobavnica.

4.2. Račun za naročeno blago / storitev bo naročnik poravnal v roku trideset (30) dni od prejema računa, razen v primeru, ko se pogodbenika izrecno pisno drugače dogovorita.

4.3. Plačilo bo izvedeno na transakcijski račun naveden na računu, z medsebojnim oziroma verižnim pobotom (kompensacijo), odkupom terjatve ali z asignacijo.

5. Dobavni rok

5.1. Dobavitelj bo predmet naročila dobavil in izročil v rokih in količinah, določenih v posameznem naročilu oziroma pogodbi.

5.2. Vsem pošiljkam mora biti priložena dobavnica, ki vsebuje natančen opis vsebine pošiljke in polno številko naročila, in naročnikovo kodo blaga.

5.3. Če dobavitelj zahteva spremembo roka dobave, ta velja samo v primeru, če naročnik sprejme in pisno potrdi. V primeru dokumentirane višje sile se dobavni roki lahko podaljšajo za čas trajanja višje sile. V obeh primerih pod pogojem, da je dobavitelj nemudoma oziroma najkasneje v roku 24 ur obvestil naročnika o zamudi, razlogih zanjo ali o nemožnosti izpolnitve ter o nastanku višje sile.

3.6. Orders, acceptance of orders and any amendments thereto, shall be made in writing and shall only be binding provided that they are confirmed in written form. Only signed documents sent by e-mail or registered post with the indication of duly recognised sender identification marks shall be considered a written form.

3.7. Goods origin

The supplier undertakes to immediately issue a proof of preferential origin of the goods, or other authentic proof at the request of the client.

4. Terms of payment

4.1. The supplier is obliged to issue an invoice to the client for the ordered goods within five (5) days following the complete supply of the goods/performance of services, unless explicitly agreed otherwise in writing. The client's approved delivery note must also serve as an integral part of the invoice.

4.2. The invoice for the ordered goods/services shall be paid by the client within thirty (30) days from its receipt, unless the contractual parties have explicitly agreed otherwise in writing.

4.3. The payment shall be made to the transaction account indicated on the invoice, by mutual or multilateral set-off (compensation), factoring, or assignment of receivables.

5. Delivery period

5.1. The supplier shall supply and deliver the ordered goods in the period and quantities defined in each order or contract.

5.2. All deliveries must be accompanied by a delivery note containing a detailed description of the content and the full number of the order, and the client's goods code.

5.3. The supplier's request for a change in the delivery date shall only apply if the client approves and confirms it in writing. In the case of documented force majeure, the delivery date may be extended for the duration of the force majeure. In both cases, the delivery date may be extended, provided that the supplier has notified the client of the delay, the reasons

therefor, the impossibility of implementation, or the occurrence of force majeure, immediately or no later than within 24 hours.

6. Pogodbena kazen

6.1. V primeru zamude z izpolnitvijo je naročnik upravičen dobavitelju zaračunati pogodbeno kazen v višini 0,3 % celotne vrednosti naročila za vsak začeti koledarski dan, ko je dobava blaga v zamudi, vendar ne več kot 10 % skupne vrednosti naročila.

7. Embalaža in pakiranje

7.1. Dobavitelj je dolžan blago strokovno in varno zapakirati ob upoštevanju vrste blaga, ki ga dobavlja, standardov ter običajev, ki veljajo za takšno blago, z vso potrebno skrbnostjo ter morebitnih zahtev naročnika.

7.2. Embalaža mora biti ustrezna vrsti in načinu transporta, da se med transportom blago ne more poškodovati ali zmanjšati njegova vrednost. Z embalažo povezani stroški v celoti bremenijo dobavitelja.

7.3. Če naročnik dostavi dobavitelju svojo embalažo za dobavo blaga, je dobavitelj dolžan blago embalirati z vso potrebno skrbnostjo ter zahtevami naročnika.

8. Kakovost in količina

8.1. Dobavitelj naročniku jamči, da bo dobavljeno blago v skladu z dogovorjenimi lastnostmi in brez očitnih in / ali skritih napak.

9. Prehod nevarnosti in prevzem

9.1. Nevarnost uničenja in poškodovanja preide na naročnika, ko blago prevzame na sedežu naročnika, če n drugače dogovorjeno v posameznem naročilu skladno s klavzulo Mednarodne trgovinske zbornice (Incoterms 2020).

10. Prevzem in reklamacije

10.1. Naročnik vse blago prevzame in na običajen način pregleda brž ko je to po normalnem teku stvari mogoče, najkasneje v roku osmih (8) dni od prevzema blaga in o očitnih napakah in količinskem odstopanju

6. Contractual penalty

6.1. In the event of fulfilment delays, the client is eligible to charge a contractual penalty to the supplier in the amount of 0.3% of the total value of the order for each started calendar day when the supply of the goods was in delay, but no more than 10% of the total value of the order.

7. Packaging

7.1. The supplier shall pack the goods professionally and safely, taking into account the type of goods to be delivered, and the standards and customs applicable to such goods, with all due diligence and in line with the requirements of the client.

7.2. The packaging must correspond to the type and mode of transportation, so that the goods are not damaged or reduced in value during transportation. Packaging-related costs shall be borne fully by the supplier.

7.3. If the client provides their own packaging to the supplier for the delivery of the goods, then the supplier is obliged to package the goods with all the due care and requirements of the client.

8. Quality and quantity

8.1. The supplier guarantees to the client that the goods delivered are in line with the agreed characteristics and without manifest and/or hidden defects.

9. Transition of risk, and takeover

9.1. The risk of destruction or damage is transferred to the client when the goods are received at the address of the client, unless agreed otherwise in each order, in line with the clause of the International Chamber of Commerce (Incoterms 2020).

10. Acceptance and complaints

10.1. The client shall accept and inspect the goods as soon as possible, within the normal course of events, and shall inform the supplier of any obvious defects and quantity deviations within eight (8) days from the

nemudoma, najkasneje v roku osmih (8) dni obvesti dobavitelja.

10.2. V primeru, ko ima blago napake, ki jih z običajnim pregledom ni bilo mogoče opaziti (skrita napaka), naročnik obvesti dobavitelja nemudoma, najkasneje v roku osmih (8) dni, ko je napako opazil. Dobavitelj odgovarja za napake, ki se pokažejo v roku enega (1) leta, odkar je naročnik blago izročil tretji osebi, razen če ni pisno izrecno drugače dogovorjeno. V smislu tega bo lahko naročnik uveljavljal reklamacije na blagu tudi po poteku siceršnjega jamčevalnega roka.

10.3. Naročnik bo izvedel kakovostni pregled izdelkov, kiso namenjeni nadaljnji predelavi ali montaži pri naročniku ali tretji osebi, med proizvodnjo ali montažo in o morebitnih pomanjkljivostih nemudoma, najkasneje v roku osmih (8) dni, ko je napako opazil, obvestil dobavitelja.

10.4. Če je naročnik odpravil blago naprej, ne da bi ga preložil, dobavitelju pa je znano ali bi mu moralo biti znano, da ima naročnik blago tudi za nadaljnje odprave, je pregled mogoče odložiti, dokler blago ne prispe v novinamembni kraj, naročnik pa mora v tem primeru dobavitelja obvestiti o napakah, brž ko je po normalnem teku stvari mogoče, najkasneje v roku osmih (8) dni, ko je za napako lahko izvedel od svojih odjemalcev.

10.5. Naročnik bo ob vsaki količinski in kakovostni reklamaciji sestavil zapisnik in dobavitelja obvestil o napakah (reklamacijski zahtevek) na elektronski naslov ali po priporočeni pošti.

10.6. Naročnik ima pravico zahtevati odpravo napake oziroma pomanjkljivosti ali izročitev blaga brez napake ter hkrati znižanje kupnine in povrnitve celotne nastale škode.

10.7. Naročnik je dolžan brez odlašanja blago pripraviti skupaj z dokumentacijo (računi, dobavnice, reklamacijski zapisnik idr.) in ga vrniti dobavitelju na njegove stroške.

10.8. V kolikor dobavitelj ne prične nemudoma po prejemu graje odpravljati napake oziroma pomanjkljivosti, še posebej v nujnih primerih, da se izogne oziroma zmanjša škoda, je naročnik upravičen ugotovljene napake oziroma pomanjkljivosti odpraviti sam s pomočjo tretjih oseb, pri čemer se vsi tako nastali stroški prenesejo na dobavitelja.

acceptance of the goods.

10.2. Should the goods have defects that cannot be observed through normal inspection (hidden defect), the client shall inform the supplier thereof immediately, but no later than eight (8) days from when it identified the defect. The supplier is responsible for any defects that are identified within one (1) year from when the client handed the goods over to a third party, unless agreed otherwise in writing. In the scope of the above, the client can submit a complaint about the goods even after the expiry of the usual guarantee period.

10.3. The client shall carry out a quality inspection of products intended for further processing or assembly at the client or third party, and shall be quality inspected during production or assembly - in the case of defects, the client shall immediately, but no later than within eight (8) days from noticing the defect, inform the supplier thereof.

10.4. If the client dispatches the goods without reloading them, and the supplier is aware or should be aware that the client intends to dispatch the goods further, the inspection may be postponed until the goods arrive at the new destination. However, in this case, the client shall be obliged to inform the supplier of any defects as soon as its customer informs them of the defect within the normal course of events, but no later than within eight (8) days from when the defect was noticed.

10.5. The client shall draw up a report on each quantity and quality complaint and inform the supplier of any defects (complaint request) by e-mail or registered post.

10.6. The client shall have the right to request defect elimination or the delivery of the goods without any defect, and at the same time a reduction in the purchase price and compensation for the damage caused.

10.7. The client shall be obliged to prepare the goods and the related documentation (invoices, delivery notes, complaint minutes, etc.) without delay, and deliver them to the supplier at the expense of the supplier.

10.8. If the supplier fails to initiate procedures for the elimination of the defects immediately after receiving the complaint thereof, especially in urgent situations, to

10.9. Dobavitelj po odpravi napake ali zamenjavi blaga, oziroma povrnitev stroškov, naročniku izroči servisni zapisnik. Za blago ali dele blaga, ki so popravljani oziromazamenjani, začnejo roki iz prejšnjih odstavkov teči znovaod zamenjave oziroma od vrnitve popravljeneblaga.

10.10. Dobavitelj v vsakem primeru zagotavlja naročnikugarancijo za brezhibno delovanje blaga / kakovostno izvedbo storitve v trajanju dvanajstih (12) mesecev štetood izročitve blaga naročniku / od izvedene storitve.

11. Odgovornost za izdelke

11.1. V primeru, da bi naročniku zaradi odgovornosti dobavitelja nastala kakršnakoli škoda ali stroški (vključno s stroški pravnih, zahtevkov s strani tretjih oseb ter morebitnega odpoklica blaga s tržišča), ki so posledica neustreznosti oziroma napak vgrajenega blaga dobavitelja, je le-te v celoti dolžan povrniti dobavitelj, če in v kolikor so posledica napake dobavljenega blaga dobavitelja.

11.2. Dobavitelj naročniku zagotavlja nemoteno uporabodobavljenega blaga, pri čemer je izključena odgovornostnaročnika za morebitne kršitve pravic intelektualne lastnine ali pravice tretjih oseb, ki bi izvirale iz dobave blaga.

11.3. Dobavitelj jamči, da ima v zvezi z dobavljenim blagom sam urejene vse pravice industrijske lastnine in avtorske pravice in se zavezuje naročniku kriti vso škodo in vse druge morebitne stroške, ki bi izvirali iz eventualnih zahtev tretjih oseb na podlagi kršitev njihovih pravic, avtorskega prava oziroma pravic intelektualne lastnine.

12. Uporaba materiala naročnika

12.1. Risbe in druga dokumentacija, naprave, vzorci, modeli, načrti, orodja in drugi proizvodni materiali, ki jih naročnik izroči dobavitelju z namenom izpolnitve obveznosti iz pogodbe, so in ostanejo v celoti izključna last naročnika in jih dobavitelj hrani za naročnika. Izročene predmete sme dobavitelj uporabiti zgolj za namen izpolnitve svoje obveznosti do naročnika

prevent or reduce the damage caused, then the client is eligible to eliminate the identified defects themselves with the help of third parties, whereby all the related costs are borne by the supplier.

10.9. The supplier shall submit a service report to the client after defect elimination or the replacement of goods, or the reimbursement of costs. The time periods, referred to in the preceding paragraphs, for goods or parts of goods that have been repaired or replaced shall begin on the date of replacement or the delivery of the repaired goods.

10.10. In all cases, the supplier provides the client with a guarantee for the proper functioning of the goods/quality performance of the services in the duration of twelve (12) months, starting from the client's acceptance of the goods/from the performed service.

11. Product-related responsibility

11.1. Should the client suffer damage or incur costs (including litigation costs, claims from third parties, and possible recall of goods from the market) as a result of a lack of conformity, or defects of the supplier's goods installed, the latter shall be fully obliged to compensate for the damage/reimburse costs resulting from a defect in the goods delivered by the supplier.

11.2. The supplier shall ensure the uninterrupted use of the delivered goods to the client, whereby the responsibility of the client in connection with possible infringements of intellectual property rights or the rights of third parties arising from the delivery of goods is to be excluded.

11.3. The supplier warrants that it has regulated all industrial property rights and copyrights in relation to the delivered goods, and shall cover all damage and other costs arising from any third party claims based on the infringements of their rights, copyright law, or intellectual property rights to the client.

12. Usage of the materials of the client

12.1. Drawings and other documents, devices, patterns, models, plans, tools, and other production materials given to the supplier by the client for the fulfillment of the contractual obligations, are and shall remain in full ownership of the client, and the supplier shall store them for the client. The delivered items may only be used by the supplier for the fulfillment of their

oziromaza tisto, za kar sta se stranki dogovorili. V nasprotnem primeru je dobavitelj naročniku odškodninsko odgovorenza vso na ta način povzročeno škodo.

12.2. V vsakem primeru ima naročnik pridržek lastninskepravice na vseh svojih predmetih, ki jih je zaradi izvedbe naročila izročil dobavitelju.

13. Sprememba ali prekinitev izdelka

13.1. V primeru ukinitve izdelka dobavitelj o tem obvestinaročnika najmanj šest (6) mesecev vnaprej in predlaga alternativne rešitve (zamenjava itd.).

V primeru sprememb specifikacij izdelka in tudi vsakih tehničnih ali postopkovnih sprememb na izdelku mora dobavitelj o tem obvestiti naročnika vsaj šest (6) mesecev vnaprej z obrazložitvijo razlik.

13.3. Če dobavitelj te obveznosti ne izpolni in naročnika ne obvesti vnaprej, dobavitelj krije stroške ponovne potrditve novega izdelka ali cenovne razlike med pogodbeno vrednostjo in ceno izdelka na odprtem trgu med veljavnostjo pogodbe.

14. Poslovna skrivnost

14.1. Stranki sta dolžni varovati poslovne skrivnosti (informacije in podatke) druge stranke, s katerimi se seznanita zaradi ali v zvezi z izvajanjem pogodbe, tako v času izvrševanja pogodbe kakor tudi po njeni izvršitvi.

14.2. Dobavitelj bo poslovno skrivnost varoval tudi po prenehanju poslovnega sodelovanja z naročnikom.

15. Odstop terjatve in naročila

15.1. Za morebitni odstop terjatve do naročnika, prenos naročilnice, terjatve ali drugega zahtevka iz posamezne naročilnice na tretjo osebo, je dobavitelj dolžan pridobitipredhodno pisno soglasje naročnika.

16. Veljavnost in prenehanje

16.1. Poleg razlogov za odstop od posameznega naročilaoz. pogodbe, ki so navedeni v posameznih določilih teh splošnih nabavnih pogojev in/ali z drugimi

obligations to the client or for that for which the parties have agreed. Otherwise, the supplier shall be liable to the client for any damage caused.

12.2. In all cases, the client shall retain the ownership right on all of its items given to the supplier for the realization of the order.

13. Product change or termination

13.1. The supplier shall inform the client of any product termination at least six (6) months in advance and propose alternative solutions (replacement, etc.).

The supplier shall inform the client of any changes to the specifications of the product, as well as any technical or procedural changes to the product, and provide justification in this respect at least six (6) months in advance.

13.3. If the supplier fails to fulfill this obligation and fails to inform the client in advance, the supplier shall cover the costs of revalidation of a new product, or the price difference between the contract value and the price of the product on the open market, during the term of the contract.

14. Business secrets

14.1. The contracting parties shall be obliged to protect the business secrets (information and data) of the other party, of which they become familiar due to or in connection with the execution of this contract, during and after the term of this contract.

14.2. The supplier shall protect any business secrets, even after the termination of the business cooperation with the client.

15. Assignment of receivables and orders

15.1. The supplier shall be obliged to obtain the prior written consent of the client for any assignment of receivable due from the client, or transfer of the purchase order, receivable, or other claim from an individual purchase order to a third party.

16. Validity and termination

16.1. In addition to the reasons for the withdrawal from an individual order or the contract listed in the reasons referred to in individual provisions of these general

predpisi lahko vsaka stranka odstopi od naročila, odpoklica oz. pogodbe brez razlogov z odpovednim rokom šestih (6) mesecev. Odstop se poda pisno s priporočeno pošto. Odpovedni rok prične teči naslednji dan po prejemu pisnega odstopa.

16.2. V primeru, da dobavitelj brez krivde naročnika odstopi od naročila oz. pogodbe in razlog za odstop ni višja sila (stečaj, naravne katastrofe) ali ne dobavi naročenega blaga oz. izvede storitve v dogovorjenem roku, se lahko naročnik odloči za kritni kup. O kritnem kupu je naročnik dolžan obvestiti dobavitelja. V primeru kupa naročnik izvede nakup blaga pri drugem potencialnem prodajalcu, dobavitelj pa mu je dolžan povrniti razliko, ki lahko nastane zaradi višje cene, in vse stroške, ki so nastali s kritnim kupom.

16.3. Naročnik bo vse pripombe v zvezi z izvrševanjem naročila oz. pogodbe sporočal dobavitelju v pisni obliki.

16.4. V primeru, da se po oddaji naročila oziroma sklenitvi pogodbe premoženjske razmere dobavitelja toliko poslabšajo, da je negotovo ali bo izpolnil svojo obveznost ali je to negotovo iz drugih resnih razlogov, lahko naročnik od dobavitelja zahteva, da v roku osmih (8) dni ali nemudoma izpolni svojo obveznost ali pa da zadostno inustrezno zavarovanje dobave oziroma izvedbe storitve. Vkolikor dobavitelj v danem roku ne da ustreznega zavarovanja, lahko naročnik odstopi od pogodbe. V primeru, ko je naročnik prvi dolžan izpolniti svojo obveznost, lahko naročnik tudi odloži izpolnitev svoje pogodbene obveznosti, dokler dobavitelj ne izpolni svoje obveznosti ali dokler ne zagotovi zadostnega zavarovanja, da jo bo izpolnil.

16.5. To velja tudi, če so premoženjske ali kakšne druge razmere dobavitelja tako težke že pred oddajo naročila, naročnik pa za to ni vedel in ni mogel vedeti.

17. Ostale določbe

17.1. Morebitna neveljavnost posamezne določbe teh splošnih nabavnih pogojev ne vpliva na veljavnost preostalih določb teh splošnih nabavnih pogojev.

17.2. Splošni nabavni pogoji pričnejo veljati z dnem 01.

purchase terms and/or other regulations, each contracting party may withdraw from the order or contract without stating any reasons, with a period of notice of six (6) months. The withdrawal shall be given in writing by registered post. The notice period shall begin on the date following the receipt of withdrawal in writing.

16.2. If the supplier withdraws from the order or contract with no fault of the client, and the reason for the withdrawal is not force majeure (bankruptcy, natural disasters), or the ordered goods are not supplied or services not provided in the agreed period, the client may opt for a buy-in. The client is obliged to inform the supplier of the buy-in. In the event of a buy-in, the client orders the goods from another potential seller, and the supplier is obliged to reimburse the client for the costs that were incurred due to the higher price, as well as all the costs that were incurred with the buy-in.

16.3. The client shall inform the supplier of any remarks in connection with the execution of the order or contract in writing.

16.4. If, after the submission of an order or the conclusion of an agreement, the supplier's financial situation deteriorates to the extent that it is uncertain whether it will be able to fulfill its obligation, or this uncertainty is based on other serious reasons, the client may request the supplier to fulfill its obligation within eight (8) days, or to provide sufficient and adequate insurance of delivery or service performance. If the supplier fails to provide adequate insurance within the given deadline, the client shall have the right to withdraw from the contract. If the client is the first to fulfill its obligation, it may postpone the fulfillment until the supplier fulfills its obligation or provides relevant insurance in this respect.

16.5. This shall also apply in the case when the supplier finds itself in a severe financial or other position before the submission of the order regarding which the client has not been and could not have been aware.

17. Miscellaneous provisions

17.1. If any provision of these general purchase terms becomes invalid, this shall not affect the validity of the remaining provisions in these general purchase terms.

17.2. The general purchase terms enter into force on 1

julij 2021 in veljajo do njihove spremembe oziroma preklica.

17.3. Ti splošni nabavni pogoji so napisani v slovenskem in angleškem jeziku. V primeru nejasnosti ali neskladnostise za razlago in tolmačenje uporabijo splošni nabavni pogoji v slovenskem jeziku.

18. Veljavno pravo

18.1. Pogodbeni stranki soglašata, da se za vsa ostala vprašanja, ki niso urejena s temi splošnimi nabavnimi pogoji uporabljajo določila Obligacijskega zakonika (OZ).

18.2. V pravnih poslih z mednarodnim elementom je pravo, ki je merodajno za urejanje razmerja med naročnikom in dobaviteljem, pravo države, v kateri ima sedež naročnik, pri čemer pogodbeni stranki izrecno izključita uporabo določil mednarodnega zasebnega prava in določil Konvencije ZN o pogodbah o mednarodni prodaji blaga (Dunajska konvencija o mednarodni prodajiblaga – CISG).

19. Reševanje sporov

19.1. Pogodbeni stranki bosta vse spore reševali sporazumno, če to ne bo mogoče, bo o morebitnih sporihodločalo stvarno pristojno sodišče v Ljubljani.

Ljubljana, 1. januar 2023

July 2021, and shall remain in force until their amendment or termination.

17.3. These general purchase terms have been drafted inthe Slovenian and English languages. In ambiguity or inconsistency, the provisions of the general purchase terms in the Slovenian language shall be applied.

18. Applicable law

18.1. The contracting parties agree that all other issues not governed by these general purchase terms shall be resolved by taking into account the provisions of the Obligations Code (OZ).

18.2. In legal transactions with an international element,the law governing the relationship between the client and the supplier shall be the law of the country in whichthe client is established, whereby the parties explicitly exclude the application of private international law and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention on the International Sale of Goods - CISG).

19. Dispute resolution

19.1. The contracting parties shall resolve all disputes in an amicable manner. However, if this is not possible, thedisputes shall be settled by the Ljubljana court of competent jurisdiction.

Ljubljana, 1 January 2023