

General terms and conditions for the purchase of services

General

These General terms and conditions for the purchase of services (hereinafter referred as GTC_S) shall apply to any request for an offer. Order and agreement for the performance of work and/or provision of services between an entity of SIJ-SLOVENSKA INDUSTRIJA JEKLA D.D. group (hereinafter as the Purchaser) and the Services Supplier (hereinafter as the Supplier) and shall further apply to any purchase order for performance or work and/or provision of services (hereinafter Purchase order) on a standalone basis, unless it has been agreed otherwise by the Parties in writing.

Any provisions or conditions, stipulated by the Supplier will be applicable only if confirmed in written form. Neither the fact, that the Purchaser does not expressly object to the Supplier's conditions or provisions, not any conclusive act, such as acceptance of services or payment shall be construed as acknowledgement of Supplier's conditions or provisions.

Purchase order and scope of Agreement

The Purchaser shall issue the Purchase order specifying the work/services to be performed, term schedule and finishing date for the provision of work/services. Supplier shall within 5 working days reject the Purchase order, otherwise the Purchase order shall be deemed accepted.

The Purchaser shall not be bound by the Purchase order, if the Supplier's confirmation or acceptance contains any changes from the Purchase Order.

The Supplier shall warn the Purchaser in writing without delay if it discovers errors, omissions, contradictions or lack of clarity in the Purchase Orders including the specifications, drawings, calculations, plans and performance conditions (*Obligation to Warn*).

Subcontracting

The Supplier shall perform work/services primarily by itself.

The Supplier may engage sub suppliers for full or partial performance of the work/services, upon prior written notification to the Purchaser. The Purchaser is entitled to unilaterally reject any sub supplier without giving reasons. Any advice, comment or consent by the Purchaser shall not dismiss the Supplier of its responsibilities for the work/services performed by its sub supplier.

Health and safety plan

The Supplier is responsible to draw up a complete and correct Health and safety plan, if services/works are to be performed in Purchaser's premises, inclusive of all corresponding documents and requirements under

Splošno

Splošni nakupni pogoji (v nadaljevanju SNP_S) se uporabljajo za vse pogodbe o delu/storitvene pogodbe med družbami v okviru skupine SIJ-Slovenska industrija jekla d.d. (v nadaljevanju naročnik) in Dobavitelji blaga / storitev. SNP_S se uporabljajo tudi za vse posamična naročila storitev, razen v primeru, da se stranki pisno dogovorita drugače.

Vsa določila oz. splošni pogoji Dobavitelja se uporabljajo samo v primeru, da so pisno potrjena s strani Naročnika. Nobeno konkludentno dejanje Naročnika, (kot na primer sprejem storitve ali plačilo), niti dejstvo, da Naročnik določilom oz. splošnim pogojem ni izrecno oporekal, se ne štejejo kot soglasje k uporabi le teh.

Naročilo in predmet Dogovora

Naročnik bo v izdanem posamičnem naročilu specificiral delo/storitev, ki je predmet naročila, terminski plan in rok izvedbe dela/storitev. Dobavitelj mora v roku 5 delovnih dni zavrniti naročilo, sicer se šteje, da je naročilo sprejeto.

Naročnik ni zavezan z naročilom v primeru, da je dobavitelj potrdil naročilo s spremembami.

Dobavitelj mora nemudoma brez odlašanja pisno opozoriti Naročnika na morebitne pomanjkljivosti, napake, nejasnosti ali kontradiktornosti v Naročilu oziroma spremljajoči specifikaciji, načrtih, izračunih, terminskih planih ali pogojih izvedbe naročila. (*obveznost pregleda Naročila in opozorila*)

Podizvajalci

Dobavitelj bo delo/storitev po Naročilu izvedel v prvi vrsti sam.

Dobavitelj lahko delo/Storitev v celoti ali deloma poveri svojemu podizvajalcu, po predhodni notifikaciji Naročnika. Naročnik si pridrži pravico, da enostransko in brez navajanja razlogov zavrne kateregakoli podizvajalca Dobavitelja. Nobeno dano soglasje, priporočilo ali drugo konkludentno dejanje ne odvezuje Dobavitelja odgovornosti za delo/storitve svojega podizvajalca.

Načrt za varno in zdravo delo

Dobavitelj je dolžan izdelati popoln in pravilen Načrt za varno in zdravo delo, v primeru, da se delo/storitev izvaja v prostorih Naročnika, vključno z vsemi potrebnimi spremljajočimi dokumenti in zahtevami relevantne

applicable laws and regulations. The Purchaser explicitly does not accept any liability for losses and damages suffered by the Supplier/sub suppliers and any third parties, arising during execution of work/services, in case such loss/damage is attributed to non-compliance of Health and safety plan.

The Purchaser and the Supplier will sign special Joint workplace agreement, regulating joint health and safety issues at the Purchaser's plant. Supplier must comply with all applicable government regulations and locally applicable regulations, including Internal rules and regulations at Purchaser's premises.

Supervision and personnel

The Supplier shall be responsible for day-to-day management and supervision of performance of work of its personnel.

The Purchaser shall in no case be deemed to be the Employer of the Supplier's personnel, even if such personnel is performing its services or part of it in collaboration with the Purchaser and/or in Purchaser's premises.

The Supplier guarantees, that the personnel assigned have all necessary expert knowledge, training, experience, certificates and licences necessary to perform the works/services as ordered. The Supplier shall not replace one or more of its assigned personnel without prior written consent of the Purchaser; such consent will not be unreasonably withheld.

In case of the Purchaser's request the Supplier will immediately replace one or more of its personnel. Such request may be given if the respective employee is acting in conflict to the obligations under the agreement or violates Health and safety rules or Internal rules.

The Supplier is obliged to comply with all legal provisions for the personnel assigned to perform the work/services at Purchaser premises, and will, at the Purchaser's request, present to the Purchaser all relevant documentation related to personnel, evidencing that all legal obligations and requirements are respected.

Progress of the work

The Purchaser reserves the right to request at any time report from the Supplier regarding progress of the work and may at any time check progress of the work at Supplier's site.

In case if at the sole opinion of the Purchaser, the work progress is delayed and will not be completed in time, the Purchaser shall inform the Supplier. The Supplier shall within 3 calendar days present and undertake all necessary steps including engaging additional resources in order to meet the terms.

zakonodaje in podzakonskih aktov. Naročnik izrecno izključuje odgovornost za škodo, ki bi jo utrpel Dobavitelj oziroma njegovi podizvajalci oziroma katerekoli tretje osebe med izvajanje dela/storitev, če je taka škoda povezana z nepopolnim ali nepravilnim načrtom za varno in zdravo delo.

Naročnik in dobavitelj bosta podpisala ločen Sporazum o skupnem delovišču, ki bo podrobneje urejal skupna vprašanja s področja zagotavljanja varnosti in zdravja pri delu na skupnem delovišču. Dobavitelj je dolžan delo/storitve izvajati skladno z vsemi zahtevami zakonskih in podzakonskih aktov ter internimi pravili, ki veljajo za območje Naročnika.

Nadzor nad delom zaposlenih in osebje

Dobavitelj je zadolžen za nadzor nad izvedbo dela/storitev in vodenje svojega osebja ves čas izvajanja dela/storitev.

Naročnik v nobenem primeru ne šteje kot delodajalec Dobaviteljevega osebja, tudi za primer, ko Dobavitelj opravlja delo/storitve v prostorih Naročnika in s sodelovanjem Naročnika.

Dobavitelj jamči, da ima njegovo osebje vsa zahtevana znanja, izkušnje, usposabljanja, certifikate, potrdila ali licence, ki so potrebni za izvedbo dela/storitev. Dobavitelj se zaveže, da en bo zamenjeval enega ali več svojih zaposlenih, angažiranih za Naročilo, brez predhodnega pisnega soglasja Naročnika, Naročnik pa pisnega soglasja za zamenjavo brez utemeljenih razlogov ne bo odrekel.

Dobavitelj se zavezuje na zahtevo Naročnika tudi brez navajanja razlogov nemudoma zamenjati enega ali več zaposlenih, angažiranih na Naročilu. Naročnik poda zahtevo za zamenjavo v primeru, da pride zaposleni v konflikt interesov oz. krši svoje obveznosti po Naročilu, pravila varnega in zdravega dela ali Hišni red pri Naročniku..

Dobavitelj je dolžan upoštevati določila veljavnih zakonov in podzakonskih aktov s področja delovnopravne zakonodaje za zaposlene, angažirane na Naročilu, ki izvajajo delo/storitve v prostorih Naročnika, in je dolžan nemudoma na zahtevo Naročnika predložiti vse dokumente in dokazila, ki izkazujejo, da so delovnopravne zahteve izpolnjene v celoti.

Nadzor nad izvajanjem dela/storitev

Naročnik ima pravico kadarkoli zahtevati od Dobavitelja poročilo glede napredovanja dela/storitev po Naročilu. Naročnik ima pravico kadarkoli na kraju samem pri Dobavitelju preveriti napredovanje dela/storitev.

V primeru, da se po mnenju Naročnika dela/storitve ne izvajajo tako, da bodo dokončana do rokov, opredeljenih v naročilu, naročnik o tem obvesti Dobavitelja. Dobavitelj je dolžan v roku 3 koledarskih dni Naročniku poslati in izvesti ukrepe, ki so potrebni za doseg rokov, vključno z angažiranjem dodatnega osebja.

The Purchaser reserves the right, if at its sole opinion the terms cannot be met:

- i. to terminate the agreement, no costs or indemnification to be borne by the Purchaser due to early termination of the Agreement. In such case the Supplier shall within 3 calendar days reimburse all already paid amounts to the Purchaser.
- ii. at the costs of the Supplier to perform the work/services itself and/or take any other measures necessary, including engagement of third parties. In this case the Supplier shall provide to the Purchaser and/or third parties all cooperation needed.

Price and payment terms

Unless otherwise agreed in writing the price for the services:
i. is fixed and no unilateral price changes are permitted; ii. is exclusive of VAT but inclusive of all taxes and duties applicable.

If not otherwise agreed, payment terms for the Work/services is agreed to 120 days after acceptance of the work/services.

Payment shall be deemed effected at the day of the transfer of the amount from the Purchaser's account. Interest rate for late payment shall be 70% interest for late payments in accordance to Prescribed interest rate for default interest Act (Zakon o predpisani obrestni meri zamudnih obresti (ZPOMZO-1)).

The Purchaser herein reserves the right to set-off any payments to the Supplier against any amount due to the Supplier and may withhold such amount accordingly.

Completion of work and terms of completion

Date of completion of work shall be defined in the Purchase order. The Supplier assumes the obligation to complete works/services within the term, as specified in the Purchase order. The Supplier shall, in case works/services were executed in Purchaser's premises, clean the relevant construction site and remove the remaining packaging and other waste in accordance to the regulations regarding packaging and waste manipulation.

Work/services shall be accepted by the Purchaser by signature of the Acceptance certificate, confirming, that work/services have been provided according to the description in the Purchase order and within terms as specified in the Purchase order.

The Supplier shall in each document refer to the Purchaser's order number. Invoice shall show costs of each service and costs of each used material separately. The Supplier has to enclose signed workhours log and the Acceptance certificate.

Naročnik ima , v kolikor meni, da roki po Naročilu ne bodo spoštovani, pravico enostransko:

- i. Odstopiti od Naročila, brez odgovornosti za škodo ali stroškov, Dobavitelj pa je dolžan v roku 3 koledarskih dneh po prejemu izjave o odstopu vrniti vsa že prejeta plačila po Naročilu;
- ii. Sam ali po tretji osebi na stroške Dobavitelja izvesti ukrepe, ki so potrebni za doseg rokov/ciljev v Naročilu, vključno z angažmajem morebitnih tretjih oseb. V tem primeru bo Dobavitelj nudil vso dolžno podporo in sodeloval z Naročnikom in tretjimi osebami pri izvedbi del/storitev.

Plačilo in plačilni roki

Razen v kolikor ni izrecno drugače dogovorjeno, je cena dogovorjena: i. fiksno, in enostranska sprememba cene ni dopustna; ii. Brez DDV vendar vključno z vsemi s transakcijo povezanimi davki in dajatvami.

Razen v kolikor ni izrecno drugače dogovorjeno, je rok plačila 120 dni po potrditvi in sprejemu dela/storitev.

Šteje se, da je plačilo izvedeno, ko Naročnikova banka sprovede nalog za plačilo, ne glede na to, ali so sredstva prispela na Dobaviteljev račun. Zamude pri plačilu se lahko obrestujejo po 70% zakonitih zamudnih obrestih skladno z Zakonom o predpisani obrestni meri zamudnih obresti (ZPOMZO-1).

Naročnik si pridržuje pravico, da medsebojno pobota terjatve Dobavitelja z morebitnimi obveznostmi Dobavitelja do Naročnika, in ima pravico zadržati te zneske do steka pogojev za pobot.

Zaključek del

Datum predvidenega zaključka del je opredeljen v Naročilu. Dobavitelj je dolžan dela/storitve zaključiti v rokih, določenih v Naročilu. V kolikor se storitve izvajajo v prostorih Naročnika, je dolžan Dobavitelj po zaključku del očistiti gradbišče in odpeljati embalažo ter ostale odpadke skladno z določili zakonov in podzakonskih aktov, ki urejajo ravnanje z embalažo in odpadki.

Delo/storitve bodo potrjene in sprejete s strani Naročnika s podpisom Prezemnega protokola, ki potrjuje, da so bila dela/storitve izvedene skladno z Naročilom in v rokih, navedenih v Naročilu.

Dobavitelj je dolžan na vseh dokumentih navajati št. Naročnikovega naročila. Na računih je dolžan prikazovati stroške vsake storitve in vsakega uporabljenega materiala posebej. K računu je dolžan priložiti potrjen dnevnik opravljenih ur in Prezemni protokol.

Naročnik si kadarkoli tekom trajanja izvajanja storitev pridržuje pravico do odloga/prestavitve izvedbe

The Purchaser reserves the right at any time during provision of work/services to suspend/postpone the performance of all or part of Purchase order for a period of 60 days, no costs to be borne by the Purchaser.

The Purchaser reserves the right, without prejudice to any other remedy available to the Purchaser under the Agreement or under the provisions of governing law, to charge to the Supplier liquidated damages for delay in the amount of 1% of the delayed works/services value for each starting week of delay.

Confidentiality

The Supplier shall keep confidential and shall not disclose any data, document, marketing material or any other information in connection to the order, the agreement to any third parties.

The Supplier is liable for any unauthorised disclosure under the applicable rules of civil law.

Warranties

The Supplier warrants, that the work/services supplied are: i. free from any defects; ii. comply with all specified or implied characteristics and purpose of use; iii. comply with the Purchase order requirements.

Liability

The Supplier shall defend, hold harmless and indemnify the Purchaser and any of its affiliates from and against any claim, suit, liability, cost, loss, expense or damage (direct and indirect) incurred by the Purchaser of any affiliated companies which relates to:

- i. death or personal injury;
- ii. damage to property, caused by the performance of work/services or any act or omission by the Supplier;
- iii. non-compliance by the Supplier with any of its warranties or obligations under the GTC_S and/or Order.

Force majeure

In case of force majeure event, resp. party obligations shall be suspended for the same term as force majeure event. Respective party shall promptly inform the other party regarding force majeure event.

Anti-corruption clause

The Supplier ~~and the Purchaser~~ hereby undertakes that, at the date of the entering into force of the agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

Termination

dela/storitev po Naročilu za obdobje 60 dni, brez stroškov za Naročnika.

Naročnik si pridržuje pravico, brez prejudica na ostale ugovore in zahtevke, ki bi jih imel na podlagi teh SNP oz. zakona, zaračunati Dobavitelju pogodbeno kazen za zamudo pri izvedbi v višini 1% vrednosti Naročila, ki je v zamudi, za vsak začetni teden zamude.

Varovanje poslovnih skrivnosti

Dobavitelj je dolžan vse informacije in podatke, ki jih prejme od Naročnika, varovati kot poslovno skrivnost in se zavezuje, da teh podatkov ne bo posredoval tretjim osebam, Dobavitelj je za vsako nepooblaščenno razkritje teh podatkov odškodninsko odgovoren po pravih civilnega prava.

Jamčevanja za napake

Dobavitelj jamči: i. da je delo/storitev izvedena brez napak; ii. Da je delo/storitev izvedeno skladno z zahtevanimi specifikacijami in namenom uporabe; iii. Da izvedba dela/storitev ustreza Naročilu.

Odgovornost za škodo

Dobavitelj bo Naročniku povrnil vso škodo, ki izvira z katerekoli zahtevka, odgovornosti, stroška, tožbe, izgube ali druge škode /neposredne ali posredne) ki jo utrpel Naročnik ali katerakoli z njim povezana družba, povezano z: i. smrtjo ali telesnimi poškodbami, ii. Škodo na premoženju, povezano z napakami blaga ali dejanji oz. opustitvami Dobavitelja, iii. Neizpolnitve ali nepravilne izpolnitve obveznosti po teh SNP_S.

Višja sila

V primeru višje sile obveznosti stranke, ki jo je prizadel dogodek višje sile, za čas, ekvivalenten trajanju dogodka, mirujejo.

Vsaka stranka je dolžna o dogodku višje sile nemudoma obvestiti nasprotno stranko.

Proti-korupcijska klavzula

Dobavitelj ~~in kupec~~ se zavezuje, da na dan začetka veljavnosti pogodbe sama, njuni direktorji, uradniki ali zaposleni niso ponudili, obljubili, dali, odobrili, zahtevali ali sprejeli kakršne koli nepotrebne denarne ali druge prednosti ali koristi (ali implicirali, da bodo ali bi lahko kaj takega storili kadar koli v prihodnosti) na kakršen koli način, ki je povezan s pogodbo in da sta sprejeli vse razumne ukrepe, da se prepreči enaka ravnanja podizvajalcem, zastopnikom ali drugim tretjim osebam, ki so pod njegovim nadzorom.

Odpoved in razdrtje

In case the Supplier is in breach of any of its obligations under the GTC_S or the Purchase order, which is not remedied even after additional term (given by the Purchaser at its own discretion and no longer than 10 days), the Purchaser may by notice to the Supplier terminate the agreement with immediate effect. Notice may be served via post or e-mail in electronic form.

Miscellaneous

No amendment or modification to this GTC_S is valid, if not agreed in written form and confirmed by both Parties.

The failure of any party to require the performance of any term or obligation of this GTC_S, or the waiver by any party of any breach of this GTC_S, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

This agreement is construed in English and Slovenian language. In case of contradictions, the English version shall prevail.

Governing law and dispute resolution

This GTC_S shall be governed by the laws of the place where the Purchaser is domiciled, excluding any conflict of laws provisions contained therein.

All disputes in connection to the GTS_C and the Purchase Order shall be finally resolved by a competent local court at the place where the Purchaser is domiciled.

This GTC_S are adopted by Purchaser's management resolution and published on internet site.

V primeru, da Dobavitelj krši katerokoli obveznosti iz teh SNP_S ali Naročila, in kršitve tudi po dodatnem roku, ki ga enostransko lahko določi Naročnik in ni daljši od 10 dni, ne odpravi, ima pravico Naročnik razdreti naročilo s takojšnjim učinkom. Naročnik pošlje pisno izjavo o razdrtju Dobavitelju. Izjava je veljavna tudi, če je poslala preko elektronske pošte.

Razno

Vsaka sprememba teh SNP_S je veljavna samo, če je sklenjena v pisni obliki in potrjena s strani obeh strank.

Morebitno neuveljavljanje oz. opustitev katerekoli izmed pravic ali obveznosti po teh SNP ne pomeni, da se je stranka svojim pravicam za bodoče primere in za vselej odrekla.

Ti SNP so v angleškem in slovenskem jeziku. V primeru, da si slovenska in angleška različica nasprotujeta, se uporablja angleško besedilo.

Veljavno pravo in razreševanje sporov

Ti SNP_S so sklenjeni in se razlagajo v skladu z določila prava po sedežu Naročnika.

Vsi morebitni spori med strankama bodo dokončno razrešeni pred sodiščem, ki je krajevno in stvarno pristojno po sedežu Naročnika.

Ti SNP_S so sprejeti s klepom posloводства in so objavljeni na Naročnikovi internetni strani.