

**NAKUPNA POGODBA št. \_\_\_\_/2024-\_\_**

**PURCHASE CONTRACT nr. \_\_\_\_/2024-\_\_**

sklenjena med:

concluded between:

**dobavitelj:**

**supplier:**

\_\_\_\_\_, \_\_\_\_\_,  
ki ga zastopa

\_\_\_\_\_, \_\_\_\_\_,  
represented by

Davčna številka: \_\_\_\_\_

VAT ID: \_\_\_\_\_

Matična številka: \_\_\_\_\_

Registration nr.: \_\_\_\_\_

TRR: \_\_\_\_\_

Bank account: \_\_\_\_\_

in

and

**kupec:**

**client:**

**ETI Elektroelement, d.o.o.,**

Obrezija 5, 1411 Izlake,

ki ga zastopa Direktor področja za nabavo in logistiko,  
g. Damjan Podbregar

**ETI Elektroelement, d.o.o.,**

Obrezija 5, 1411 Izlake,

represented by Director of Purchase and Logistics  
Department,  
Mr. Damjan Podbregar

Davčna številka: 41900537

VAT ID: 41900537

Matična številka: 5042178

Registration nr.: 5042178

TRR: SI56 0233 8001 1381 297 odprt pri NLB d.d.

Bank account: SI56 0233 8001 1381 297 registered at  
NLB d.d.

**UVODNE DOLOČBE**

**INITIAL PROVISIONS**

Dobavitelj in kupec se dogovorita, da je dolgoročni cilj obeh sodelovanje, temelječe na partnerskem odnosu.

The supplier and the client agree that the long-term goal of both is cooperation, based on a partnership.

Dobavitelj bo tvorno sodeloval pri razvoju in oblikovanju pogodbenih proizvodov, s čimer bo skrbel ne le za kvaliteten proizvod, marveč tudi za obvladljiv in nadzorovan proces dela.

The supplier will productively participate in the development and design of contractual products, whereby he will not only ensure a quality product, but also a manageable and monitored work process.

Cilj obeh partnerjev je tržno primerljiva in konkurenčna cena in kvaliteta proizvoda, dobavljena po zahtevanih logistično – komercialnih konceptih.

The goal of both partners is a price and quality of the product, comparable to the market and supplied according to the requested logistically – commercial concepts.

Dobavitelj bo redno, najmanj enkrat (1x) letno ocenjevan in rangiran po ocenjevalni listi dobaviteljev in bo težil k temu, da bo uvrščen med dobavitelje partnerje.

The supplier will be at least once (1x) per year evaluated and ranked according to the evaluation list of suppliers, and will strive towards being listed among the partner suppliers.

Priloge pogodbi so lahko ceniki za tekoče leto, risbe izdelkov, tehnični zahtevniki, standardi pakiranja, ppm sporazum, kontrolni protokoli, nabavni načrti (konsignacija, JIT, Kan-ban, elektronski odpoklici,...), ali ostali dokumenti, ki vplivajo na poslovni odnos.

Attachments of the contract can be price lists for the current year, drawings of products, technical request lists, packaging standards, Ppm agreement, control protocols, purchase plans (consignation, JIT, Can-ban, electronic recalls...) and other documents, which influence the business relationship, or other documents that affect the business relationship

## **PREDMET POGODBE**

### **1. člen**

1.1. Dobavitelj se obvezuje, da bo dobavljal blago specificirano v Ceniku - Aneksu št.1 te pogodbe.

1.2. Obseg dobave je določen z okvirnimi letnimi potrebami kupca, ki jih kupec glede na potrebe dobavitelja po potrebi sporoči dobavitelju do konca tekočega leta za prihodnje leto.

1.3. Med letom kupec po najboljši sposobnosti in vednosti oskrbuje dobavitelja s podatki, ki obema omogočajo najboljšo možno fleksibilnost pri načrtovanju proizvodnje in dobave.

1.4. Naročanje:

- tekoča naročila

Dejanske nabavne količine so določene s tekočimi naročili po dobavnih rokih, ki jim lahko sledijo tudi še dodatne urgence oziroma odmiki naročil. Naročila izvede in dobavi dobavitelj v pogodbenem dobavnem roku.

Kupec je dolžan naročeno blago ali blago iz zaloge prevzeti najkasneje v 90 dneh od predvidene in naročene /odpoklicane/ dinamike in jo tudi plačati.

- odpoklici

V namen nemotene oskrbe kupca, ima dobavitelj vzpostavljene varnostne zaloge. Odpoklici si sledijo sprotno in glede na potrebe kupca, dobavni rok za odpoklic je maksimano 7 dni. Enkratni odpoklic ne sme presegati 1/6 letnega plana po identu.

## **DOBAVNI ROK**

### **2. člen**

2.1. Dobavitelj oskrbuje kupca glede na potrebe 1x mesečno, tedensko, dnevno, po potrebi pa tudi večkrat z namenom, da se zagotovi optimalna oskrba kupca. Redni dobavni rok dobavitelja za tekoča naročila je deset (10) delovnih dni.

## **CENA**

### **3. člen**

3.1. Dobavitelj bo kupcu dobavljal naročeno blago po cenah, definiranih v Aneksu št. 1, ki je priloga te pogodbe.

3.2. Dobavitelj skrbi za tržno, cenovno in kvaliteto primerljivost proizvodov, ki jih dobavlja.

## **SUBJECT OF THE CONTRACT**

### **Article 1**

1.1. The supplier commits to supply goods, specified in the price list – Annex nr. 1 of this contract.

1.2. The scope of supply is set with estimated annual needs of the client, which the client, in regards to the needs of the supplier, communicates to said supplier by the end of the current year for the coming year.

1.3. Throughout the year, the client provides data for the supplier as best he knows and is able to, which enables both the best possible flexibility in the planning of production and supply.

1.4. Ordering:

- current orders

Actual purchase quantities are defined by current orders according to supply deadlines, which can also be followed by additional urgent orders or order delays.

The orders are carried out and delivered by the supplier within the contractual delivery deadline.

The client is obligated to take over the ordered goods or goods from stock within 90 days of the planned and ordered / recalled dynamic, as well as pay for it.

- recalls

To provide an uninhibited supply of the client, the supplier has security stocks set up. Recalls are followed one another and in regards to the needs of the client, the delivery deadline for the recall is a maximum of 7 days. One time recall may not exceed 1/6 of the annual plan according to the Ident.

## **DELIVERY DEADLINE**

### **Article 2**

2.1. The supplier supplies the client based on needs 1 x monthly, weekly, daily, and if required also multiple times with the intention of ensuring an optimal supply of the client. The regular delivery term of the supplier for regular orders is ten (10) business days.

## **PRICE**

### **Article 3**

3.1. The supplier will supply ordered goods to the client at the prices, defined in the Annex nr. 1, attached to the contract.

3.2. The supplier ensures a market, price, and quality-based comparability of products that he delivers.

3.3. Pri formiranju cen velja pravilo dekompozicije cene.

3.3. When forming prices, the rule of price decomposition is valid.

3.4. Cene so oblikovane v EUR brez DDV. Cene veljajo franco skladišče kupca (CPT Izlake), kar pomeni odgovornost dobavitelja za stroške in riziko prevoza za dobavljeno blago vse do oddaje blaga pri kupcu.

3.4. Prices are formed in EUR without VAT. Prices are valid for the franco warehouse of the client (CPT Izlake), which means responsibility of the supplier for the costs and risk of transport for delivered goods up until the point it is handed over at the client's location.

3.5. Sprememba cen se lahko uveljavi le ob soglasju obeh pogodbenih strank.

3.5. Price changes may only be implemented upon consent of both contractual parties.

## PLAČILNI ROK

## PAYMENT DEADLINE

### 4. člen

### Article 4

4.1. Dobavitelj blago dobavlja sukcesivno mesečno, fakturira pa se izda po dobavi oziroma vedno konec meseca, po posebnem dogovoru tudi konec vsakega tedna, torej največ 4 fakture mesečno. Skrajni rok za izstavitve faktur za tekoči mesec je najkasneje 3. dan naslednjega meseca. Računi se izdajajo v elektronski obliki preko Bizbox-a.

4.1. The supplier supplies goods successively on a monthly basis and invoices it immediately after delivery or always at the end of the month, according to special agreement also at the end of each week i.e., 4 invoices monthly at most. Invoicing deadline is next month day 3 for invoices current month. Invoices need to be proceeded in electronic form via Bizbox.

4.2. Kupec se obvezuje plačati dobavljeno blago v roku 120 dni od datuma računa. Kot dan izvršitve plačila se šteje dan, ko je celotni znesek računa nakazan na račun dobavitelja, ali poravnan s pobotom terjatev in obveznosti.

4.2. The client commits to pay the delivered goods within 120 days from the date of the invoice. The day of payment is considered to be the day, when the full amount invoiced has been transferred to the account of, the supplier or settled with a settlement of claims and receivables.

V primeru plačila pred pogodbenim rokom pripada kupcu "cassa sconto" v skladu z dogovorom.

In case of payment before the contractual deadline, the client is entitled to a discount as per agreement.

4.3. Pogodbeni strani soglašata, da se v primeru nepravočasnega plačila računov obračunajo zamudne obresti po obrestni meri v višini 6m EURIBOR + 1,5 % točke.

4.3. The contractual parties agree that, in the case of untimely payment of bills, interest is charged at 6m EURIBOR + 1,5 % point.

4.4. V primeru reklamacije blaga, ki jo soglasno ugotovita obe pogodbeni stranki, je dobavitelj dolžan izdati bodisi dobropis ali pa novo fakture. V tem primeru teče plačilni rok od datuma rešitve reklamacije.

4.4. In case of a complaint regarding the goods, consensually identified by both contractual parties, the supplier is obligated to issue either credit or a new invoice. In such a case, the payment is due from the date of the resolution of complaint.

4.5. Do poravnave celotnega zneska kupnine ostaja dobavljeno blago v sorazmernem delu last dobavitelja. Možni so tudi blagovni poboti ali kompenzacije.

4.5. Until the full amount has been paid, the delivered goods remain proportionally owned by the supplier. Goods settlements or compensations are also possible.

## PREVZEMNI KRITERIJI

## TAKEOVER CRITERIA

### 5. člen

### Article 5

5.1. Prevzemno tehnični pogoji so določeni v prilogah k pogodbi, kot na primer: Cenik za tekoče leto – Ankes št. 1, tehnični zahtevnik – risbe izdelkov, standardi pakiranja, ppm sporazum, kontrolni protokoli, nabavni načrt (konsignacija, JIT, Kan-ban, elektronski odpoklici...) in drugo.

5.1. Takeover technical conditions are defined by the annexes of the contract: Price list for the current year – Annex nr. 1, technical request list - product drawings, packaging standards, ppm agreement, control protocols, purchase plan (consignation, JIT, Can-ban, electronic recalls...), and other.

5.2. Skladno z dogovorom bosta oba partnerja težila k temu, da kupec v primeru zadovoljive kvalitete v celoti opusti postopek vhodne kontrole. Kupec bo dobavitelja tudi usposabljal oziroma seznanil z lastnimi kriteriji za kakovostni prevzem.

5.3. Dobavitelj se obvezuje priložiti ob vsaki dobavi dokument, ki dokazuje nivo kakovosti dobavljenega blaga v skladu z dogovorjenimi prevzemnimi kriteriji.

## **KAKOVOST IZDELKOV IN JAMČENJE ZA NAPAKE**

### **6. člen**

6.1. Izdelki ne smejo imeti konstrukcijskih, materialnih ali obdelovalnih napak in morajo izpolnjevati pogodbeno določene specifikacije in značilnosti.

6.2. Vhodna kontrola blaga je v ETI-ju omejena na vizualno kontrolo transportne embalaže glede zunanje prepoznavnih poškodb, na primer poškodb med transportom. Količinsko kontrolo in kontrolo identitete ETI izvaja na podlagi primerjave dobavnih dokumentov z dokumenti naročila.

6.3. Nadaljnjih, še posebej merskih kontrol, ETI ne izvaja. Na zahtevo mora dobavitelj predložiti dokumente in zapise iz faze proizvodnje predmeta dobave. Še posebej rezultate kontrole kakovosti (merilna poročila, kontrolne karte, študija sposobnosti procesa,...) opravljenih pri dobavitelju in njegovih poddobaviteljih.

6.4. ETI dobavitelje o izdelkih z napakami obvešča z reklamacijskim zapisnikom. Stroške, ki zaradi tega nastanejo za ETI, nosi dobavitelj. Stroške izdaje reklamacije, izmeta, dodelav in dodatnih testiranj ETI zajema in jih zaračunava dobavitelju (po spodnjem ceniku – cene brez DDV):

- pavšal reklamacije: 100,00 EUR
- stroški prebiranja ETI: 30,00 EUR/h/človeka
- zastoj proizvodnje: 1.000,00 EUR/h
- stroški merilnice in testiranj: 200,00 EUR/h
- pavšal zamude dobave: 100,00 EUR

6.5. Dobavitelj mora na vsako reklamacijo v roku 10 delovnih dni odgovoriti z 8D poročilom. Po potrebi lahko ETI ta rok skrajša. Dobavitelj mora uvesti takojšnje ukrepe in o njih v roku 48 ur poročati ETI-ju, z namenom zagotavljanja dobavljenih izdelkov brez napak, z najnižjimi možnimi stroški, tako za dobavitelja, kot za ETI.

Če dobavitelj rok prekorači, mora ETI o tem predhodno pisno obvestiti. Dobavitelj mora reklamirane izdelke analizirati (analiza vzrokov napak). Rezultate analize in planirane korektivne aktivnosti, vključno s planiranimi

5.2. Compliant with the agreement, both partners will strive towards the client, should quality be satisfactory, entirely omitting the entry control process. The client will also train the supplier or introduce him to his criteria for quality takeover.

5.3. The supplier commits to add a document to each delivery, which proves the quality level of the delivered goods, compliant with agreed upon takeover criteria.

## **PRODUCT QUALITY AND WARRANTY FOR DEFECTS**

### **Article 6**

6.1. Products must not have construction, material or processing defects and must meet contractually defined specifications and characteristics.

6.2. The entry control of goods at ETI is limited to visual control of the transport packaging in regards to externally identifiable damage, e.g. damage during transport. Quantity control and identity control is carried out by ETI based on the comparison of delivery documents with order documents.

6.3. Further special measurement controls are not carried out by ETI. Upon demand, the supplier must submit documents and records from the production phase of the delivery subject, especially quality control results (measurement reports, control cards, studies of process competence...), carried out at the supplier's plants or his sub-suppliers.

6.4. ETI notifies suppliers on defective products with a complaint record. Costs that this creates for ETI are carried by the supplier. The costs of complaint issuing, rejection, upgrades and additional testing is calculated and charged by ETI to the supplier (according to the price list below – prices without VAT):

- complaint lump sum: 100,00 EUR
- sorting costs for ETI: 30,00 EUR/h/employee
- production stoppage: 1.000,00 EUR/h
- measuring and testing costs: 200,00 EUR/h
- lump sum for late delivery: 100,00 EUR

6.5. The supplier must respond to every complaint within 10 business days with an 8D report. If required, ETI may shorten this period. The supplier must introduce immediate measures and inform ETI about them within 48 hours to ensure flawless delivered products, with the lowest possible expenses for ETI.

If the supplier does not meet the deadline, ETI must be informed in writing in advance. The supplier must analyse the products that the complaint was issued for (defect cause analysis). The analysis results and planned

roki njihove izvedbe, mora povzeti v 8D poročilu (v skladu z obrazcem 8D poročila) in ga posredovati ETI-ju. ETI-ju mora dokazati učinkovito izvedbo korektivnih ukrepov.

6.6. Za operativno uveljavitev strateškega cilja „kakovosti brez napak“ se ETI in dobavitelj dogovorita o merljivih ciljnih kakovosti dobav (ppm sporazum) v določenem časovnem obdobju. ETI rezultate ppm vrednosti zajema, jih sporoča dobavitelju in uporablja za ocenjevanje dobavitelja. Ti rezultati so istočasno tudi osnova ciljnih ukrepov za nenehno izboljševanje kakovosti.

**Ppm sporazum pa ne pomeni, da ETI tako raven kakovosti sprejema. ETI vse kose, ki jih oceni kot dele z napako, načeloma zavrne in z njimi bremeni dobavitelja.**

## JAMSTVO

### 7. člen

7.1. Dobavitelj jamči, da dobavljeni proizvodi ustrezajo zahtevanim tehničnim pogojem, imajo dogovorjene oziroma zajamčene lastnosti ter omogočajo primerno in ustrezno delovanje brez napak. Dobavitelj nadalje jamči kakovost in primernost dobavljenih proizvodov glede materiala, izdelave, skladiščenja in primerne časa skladiščenja.

7.2. Dobavitelj daje za dobavljene proizvode garancijo kakovosti za obdobje 24 mesecev od prevzema na naslov kupca. V primeru ugotovljene nekakovosti (skrita napaka), ki je posledica dobave izven nabavno tehničnih zahtev, odstop pa je bil ugotovljen v ali izven garancijskega roka pri kupcu ali na trgu, ima kupec pravico do odškodnine.

## ZAMUDE

### 8. člen

8.1. V kolikor dobavitelj zamuja z dobavami proizvodov, ima kupec pravico, da poleg naštetega v točki 6.4., zaračuna dobavitelju pogodbeno kazen v višini 1% vrednosti nedobavljenih proizvodov za vsak dan zamude, vendar do največ 15% vrednosti nedobavljenih proizvodov.

8.2. Kupec ima v primeru zamude pridobavah pravico zahtevati od dobavitelja tudi povrnitev škode zaradi zastoja v proizvodnji.

corrective activities, including planned deadlines of their implementation, must be summarized in the 8D report (in accordance with the 8D report form), which must be sent to ETI. Implementation of effective corrective measures must be proven to ETI.

6.6. For the operative implementation of the strategic goal “flawless quality”, ETI and the supplier agree upon measurable goals of delivery quality (ppm agreement) in a specified period of time. ETI records the ppm value results and reports them to the supplier, as well as using them to evaluate the supplier. These results are, at the same time, the foundation for targeted measures for constant quality improvement.

**The ppm agreement, however, does not mean that ETI accepts such a level of quality. ETI generally rejects all items, evaluated as defective pieces, and charges the supplier for such cases.**

## GUARANTEE

### Article 7

7.1. The supplier guarantees, that the supplied products meet the required technical conditions, have agreed upon or guaranteed characteristics and enable appropriate and suitable operation without errors. The supplier further guarantees for the quality and suitability of supplied products in regards to material, production, storage, and appropriate times of storage, as well as all legal provisions and norms.

7.2. The supplier issues a guarantee for supplied products for the period of 24 months from the takeover at the address of the client. In case a lack of quality is identified (hidden defect), which is a result of delivery outside the purchase technical requirements, and the deviation is found within or without the guarantee period at the client or in the market, the client has the right to damage compensation.

## DELAYS

### Article 8

8.1. Should the supplier be late with the deliveries of products, the client has the right to, along with the previously listed measures under point 6.4., charge the supplier a contractual penalty in the amount of 1% of the value of products that were not delivered for every day of the delay, but up to 15% of the value of products that were not delivered at most.

8.2. The client, in the case of a delay in delivery, also has the right to demand a compensation due to a stoppage of production.

## **JAMSTVO PROIZVAJALČEVE ODGOVORNOSTI** **GUARANTEE OF MANUFACTURER'S LIABILITY**

### **9.člen**

9.1. Dobavitelj mora za proizvode, ki jih dobavlja kupcu po tej pogodbi, skleniti zavarovanja proizvajalčeve odgovornosti in redno plačevati stroške tega zavarovanja.

### **Article 9**

9.1. The supplier must for products supplied to the client by this contract, conclude an insurance for the manufacturer's liability and regularly pay the expenses of such an insurance.

## **DOGOROČNA IZJAVA DOBAVITELJA**

## **LONG-TERM STATEMENT OF THE SUPPLIER**

### **10. člen**

### **Article 10**

10.1. Dobavitelj je dolžan izdati dokazilo o preferencialnem poreklu proizvoda za vsako pošiljko posebej ali po dogovoru skupno izjavo do sredine meseca januarja za bodoče poslovno leto. Kupec si pridržuje pravico bremenitve dobavitelja za vse nastale stroške in dajatve, ki bi izhajale iz nepravilno deklariranega porekla proizvoda ali neustrezno izpolnjene izjave dobavitelja na notranjem trgu za proizvode s preferencialnim poreklom proizvoda.

10.1. The supplier is obligated to issue a proof of the preferential origins of the product for every shipment individually or as per agreement, a statement for all such products, by the middle of the January for the coming business year. The client reserves the right to charge the supplier for all created costs and fees that would stem from an improperly declared origins of the product or unsuitably filled out statement of the supplier on the internal market, for products with preferential product origins.

## **POSLOVNA TAJNOST IN VAROVANJE INTERESOV**

## **BUSINESS CONFIDENTIALITY AND INTEREST PROTECTION**

### **11. člen**

### **Article 11**

11.1. Glede varovanja interesov ter poslovne tajnosti pogodbeni stranki zavezujejo in se uporabljajo določila Splošnih nabavnih pogojev (SNP), ki opredeljujejo varovanje interesov ter poslovne tajnosti. Ta določila zavezujejo pogodbeni stranki še 3 (tri) leta po prenehanju te pogodbe.

11.1. In regards to the protection of interests and business confidentiality, the contractual parties are bound by the provisions of the General Purchase Conditions (GPC), which define the protection of interest and business confidentiality. These provisions also bind the contractual parties 3 (three) years after the cessation of validity of this contract.

11.2. V primeru kršitve poslovne tajnosti ima druga pogodbeni stranka pravico takoj enostransko prekiniti to pogodbo.

11.2. In case of a violation of business confidentiality, the other contractual party has the right to immediately, unilaterally, terminate this contract.

## **PRAVICE INTELEKTUALNE LASTNINE**

## **INTELLECTUAL PROPERTY RIGHT**

### **12. člen**

### **Article 12**

12.1. Dobavitelj jamči, da dobavljeni proizvodi ne kršijo nobenih pravic do uporabnih modelov intelektualne lastnine tretjih oseb, kot na primer patentov, patentnih prijav, in podobno.

12.1. The supplier guarantees, that the supplied products do not violate any intellectual property rights of third parties, e.g. patents, patent applications, models use, and similar.

12.2. V kolikor bi bile pri izdelavi proizvodov kršene pravno zavarovane pravice tretjih oseb, bo dobavitelj v primeru sporov v zvezi z dobavljenimi proizvodi kupcu poravnal vso škodo, ki mu je zaradi tega nastala.

12.2. Should the creation of products violate any legally protected rights of third parties, the supplier will, should dispute arise, repay the damages, incurred by the client due to this.

## **PRENOS PRAVIC IN OBVEZNOSTI**

### **13. člen**

13.1. Te pogodbe, kot tudi nobene od pravic in/ ali obveznosti, ki iz nje izvirajo, ni dovoljeno prenesti na katerokoli tretjo osebo brez vnaprejšnjega pisnega soglasja druge pogodbene stranke.

## **PLAN IZREDNIH RAZMER**

### **14. člen**

14.1. Dobavitelj mora izdelati plan izrednih razmer za nepredvidljive dogodke kot so naravne katastrofe, lomi stroja, tehnične napake v proizvodnem procesu in podobni dogodki.

## **OBVEZNOST DOBAVITELJA IN ZAUPNOST**

### **15.člen**

15.1. Dobavitelj se obvezuje, da bo blago, ki ga bo izdeloval na podlagi kupčeve tehnične dokumentacije, dobavljal izključno samo kupcu.

15.2. Dobava blaga po tej pogodbi, kot tudi vsa ostala dokumentacija, predstavljata kupčevo poslovno skrivnost, ki jo je dobavitelj dolžan varovati, po prenehanju pogodbe pa vrniti.

Ta obveznost velja še pet (5) let po prenehanju pogodbenega razmerja

## **KRŠITEV POGODBENIH OBVEZNOSTI**

### **16. člen**

16.1. Dobavitelj in kupec odgovarjata za skrbno izpolnjevanje pogodbenih obveznosti kot dobra gospodarstvenika.

16.2. Dobavitelj je po vseh primerih iz 6. člena dolžan povrniti poleg dejanske škode tudi izpad dobička, vključno z izpadom dobička zaradi izgube trgov, v kolikor bi do takšne škode prišlo zaradi neizpolnitve ali nepravilne (nepravočasne, nekakovostne) dobave blaga, ki je predmet te pogodbe.

## **TRAJANJE IN PRENEHANJE POGODBENEGA RAZMERJA**

### **17. člen**

17.1. Pogodba je sklenjena za nedoločen čas.

## **TRANSFER OF RIGHTS AND OBLIGATIONS**

### **Article 13**

13.1. This contract as well as no right and obligation stemming from it, may not be transferred to any third party without an advance written consent by the other contractual party.

## **PLAN FOR EXCEPTIONAL CONDITIONS**

### **Article 14**

14.1. The supplier must create a plan for exceptional conditions which applies for unpredictable events such as natural disasters, machine breakage, technical errors in the production process and similar events.

## **OBLIGATIONS OF SUPPLIER AND CONFIDENTIALITY**

### **Article 15**

15.1. The supplier commits to supply the goods, made based on the client's technical documentation, exclusively to the client.

15.2. The supply of goods by this contract, as well as all other documentation, are the client's business secret, which the supplier is obligated to protect and return after the contract expires.

This obligation is valid for five (5) more years after the end of the contractual relationship.

## **VIOLATION OF CONTRACTUAL OBLIGATIONS**

### **Article 16**

16.1. The supplier and client are responsible for due diligence in the fulfilment of the contractual obligations.

16.2. The supplier, for all cases from Article 6, is obligated to repay, along with actual damages, also the loss of income, including the loss of income from loss of markets, should such damage occur due to a failure to fulfil obligations or improper (late, low quality) delivery of goods which are the subject of this contract.

## **DURATION AND CESSATION OF THIS CONTRACTUAL RELATIONSHIP**

### **Article 17**

17.1. The contract is concluded for an indefinite time.

17.2. Katerakoli izmed strank lahko pogodbo odpove s priporočenim pismom, ki ga pošlje do 30.6. tekočega leta na naslov druge stranke. Pogodba se v tem primeru šteje za odpovedano z iztekom koledarskega leta, razen če se stranki ne sporazumeta drugače. V teku odpovednega roka sta stranki zavezani izpolnjevati to pogodbo, predvsem pa je dobavitelj dolžan dobavljati, kupec pa prevzemati naročene količine blaga.

17.3. V primeru statusnih sprememb, prenehanja dejavnosti, oziroma drugih sprememb, ki bi pomembno vplivale na zmožnost izvrševanja pogodbenih obveznosti dobavitelja, lahko kupec odstopi od pogodbe brez odpovednega roka.

17.4. Če je s strani sodišča ali na drug zakonit način imenovana oseba, ki nadaljuje z dejavnostjo dobavitelja, se je le ta dolžna s kupcem dogovoriti o nadaljevanju ali načinu dokončanja medsebojnih obveznosti. V času, ko dobavitelj ali njegov naslednik ne posluje, ima kupec pravico do brezplačne uporabe orodij in naprav za izdelavo izdelkov iz te pogodbe.

17.5. Pogodba se lahko prekine brez odpovednega roka, če gre za pomemben razlog. Pomemben razlog je med drugim, če eden od partnerjev kljub pisnim pozivom drugega pogodbenega partnerja, krši obveznosti iz te pogodbe.

## KONČNE DOLOČBE

### 18. člen

18.1. Za vse, kar v tej pogodbi ni natančneje opredeljeno, se uporabijo objavljeni Splošni nabavni pogoji (SNP), ki so objavljeni na spletni strani družbe ETI na naslovu: <https://www.eti.si/corporate/nabava-in-logistika/nabava>, ter določila slovenske zakonodaje.

18.2. Vse spremembe in dopolnitve pogodbenih določil se lahko upoštevajo samo v pisni obliki, kot aneks k pogodbi.

18.3.

18.4. Pogodbeni stranki bosta morebitne spore reševali sporazumno, ob upoštevanju veljavne zakonodaje. Vsako nesoglasje, spor ali zahtevak, ki izvira iz te pogodbe ali je z njo v zvezi ali izvira iz njene kršitve, prenehanja ali neveljavnosti, bo dokončno rešil arbiter posameznik, imenovan na podlagi Pravilnika o arbitražnem postopku pred Stalno arbitražo pri Gospodarski zbornici Slovenije. Arbitražna odločba se prisilno izvrši pred pristojnim sodiščem.

Ta pogodba je sestavljena v slovenskem in angleškem jeziku. V primeru neskladja med obema verzijama,

17.2. Any of the parties may terminate the contract with a registered letter, which must be sent by the 30<sup>th</sup> Jun. of the current year to the address of the other party. The contract then counts as terminated with the end of the calendar year, unless the parties reach a different agreement. In the course of the period of notice, the parties are obligated to fulfil this contract; supplier must deliver and client take over the ordered quantities of goods.

17.3. In case of status changes due to the cessation of activity or other changes, which would significantly influence the possibility to fulfil the contract obligations of the supplier, the client may withdraw from the contract without a period of notice.

17.4. If a court or other legal authority nominates a person who continues the activity of the supplier, this person is obligated to reach an agreement with the client about the continuation or means of ending of mutual obligations. In the time, when the supplier or his successor does not operate, the client has the right to free use of tools and devices for the manufacture of products from this contract.

17.5. The contract may be terminated without a period of notice for significant reasons. A significant reason is, among others, if one of the partners, in spite of written warnings of the other contractual partner, violates obligations from this contract.

## FINAL PROVISIONS

### Article 18

18.1. For all, that is not more precisely defined in the contract, the published General purchase conditions (GPC) are applied, which are published on the ETI's web page: <https://www.etigroup.eu/corporate/supply-chain/purchase>, and the provisions of Slovenian law is used.

18.2. All changes and amendments to contractual provisions are only valid in written form, as an annex to the contract.

18.3. The contractual parties will solve potential disputes amicably, in compliance with the valid legislation. Any disagreement, dispute or claim, stemming from the contract or related to it, or stemming from its violation, termination or invalidity will be finally solved by an arbiter - individual - nominated based on the Regulation on the Arbitration Procedure, at the Permanent Arbitration of the Chamber of Commerce of Slovenia. The arbitration decision is enforced by the competent court of law.

This contract is drawn up in Slovene and English. In the event of a discrepancy between the two versions, the



prevlada slovenska verzija. V primeru spora ali nerazumevanja členov te pogodbe, se na sodišču uporablja besedilo te pogodbe v slovenskem jeziku.

18.5. Pogodba je sestavljena v 4 (štirih) izvodih, od katerih prejme vsaka pogodbeni stranka po dva izvoda.

18.6. Ta pogodba začne veljati z dnem podpisa, uporablja pa se od 1.1.2024 dalje.

**PRILOGE:**

- Priloga 1 - Cenik
- Priloga 2
- Priloga 3

Izlake, dne \_\_\_\_\_

**DOBAVITELJ:**

\_\_\_\_\_

Direktor/ Zastopnik

\_\_\_\_\_

**KUPEC:**

ETI Elektroelement, d.o.o.

Direktor področja za nabavo in logistiko  
g. Damjan Podbregar

Slovenian version prevails. In the even of a dispute or misunderstanding of the articles of this contract, the Slovenian version of the contract shall be used in court.

18.4. The contract is issued in four copies, of which each contractual party receives two copies.

18.5. The contract enters into force on the day of signature, and is applicable from 1 January 2024 onwards.

**ATTACHMENTS:**

- Annex 1 - Pricelist
- Annex 2
- Annex 3

Izlake, on \_\_\_\_\_

**SUPPLIER:**

\_\_\_\_\_

Represented by

\_\_\_\_\_

**CLIENT:**

ETI Elektroelement, d.o.o.

Director of the Purchase and Logistics Department  
Mr. Damjan Podbregar