

## General terms and conditions for the purchase of services, 30.11.2019

### **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, nor 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 skupine SIJ – Slovenska industrija jekla, d.d. (v nadaljevanju naročnik) in dobavitelji del/storitev. SNP\_S se uporabljajo tudi za vsa posamična naročila del/storitev, razen če se stranki pisno ne dogovorita drugače.

Vsa določila oz. splošni pogoji dobavitelja se uporabljajo samo, če jih naročnik pisno potrdi. Nobeno konkludentno dejanje naročnika (kot na primer sprejem storitve ali plačilo), niti dejstvo, da naročnik določilom oz. splošnim pogojem ni izrecno oporekal, ne šteje kot soglasje k njihovi uporabi.

### **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 petih delovnih dni zavrniti naročilo, sicer šteje, da je naročilo sprejeto.

Naročnika naročilo ne zavezuje, če je dobavitelj v potrjeno naročilo vnesel kakršnekoli spremembe.

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, če ob tem predhodno obvesti naročnika. Naročnik si pridržuje pravico, da enostransko in brez navajanja razlogov zavrne kateregakoli dobaviteljevega podizvajalca. Nobeno dano soglasje, priporočilo ali drugo konkludentno dejanje ne odvezuje dobavitelja odgovornosti za delo/storitve svojega podizvajalca.

### **Načrt za varno in zdravo delo**

Če se delo/storitev izvaja v prostorih naročnika, je dobavitelj dolžan izdelati popoln in pravilen načrt za varno in zdravo delo, vključno z vsemi potrebnimi spremljajočimi dokumenti in zahtevami relevantne zakonodaje in podzakonskih aktov.

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.

Naročnik izrecno izključuje odgovornost za škodo, ki bi jo med izvajanjem dela/storitev utrpel dobavitelj oziroma njegovi podizvajalci ali katerekoli tretje osebe, 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 prostore 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 za delodajalca dobaviteljevega osebja. To velja tudi, če dobavitelj opravlja delo/storitve v prostorih naročnika in/ali v sodelovanju z njim.

Dobavitelj jamči, da ima njegovo osebje vsa zahtevana znanja, izkušnje, usposabljanja, certifikate, potrdila in licence, ki so potrebni za izvedbo dela/storitev. Dobavitelj se zavezuje, da ne 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 naročnika.

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

### ***Nadzor nad izvajanjem dela/storitev***

Naročnik ima pravico od dobavitelja kadarkoli zahtevati poročilo o napredovanju dela/storitev po naročilu. Naročnik ima pravico kadarkoli na kraju samem pri dobavitelju preveriti napredovanje dela/storitev.

Če 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 naročnika v roku treh koledarskih dni seznaniti z ukrepi, ki jih bo izvedel za izpolnitev 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.

Če naročnik meni, da roki iz naročila ne bodo izpolnjeni, ima pravico enostransko:

- i. odstopiti od naročila, brez odgovornosti za škodo ali stroškov, dobavitelj pa je dolžan v roku treh koledarskih dni po prejemu izjave o odstopu vrniti vsa plačila, ki jih je že prej v zvezi s tem naročilom;
- ii. sam ali po tretji osebi na stroške dobavitelja izvesti ukrepe, ki so potrebni za doseg rokov/ciljev iz naročila, vključno z angažiranjem morebitnih tretjih oseb. V tem primeru bo dobavitelj nudil vsa dolžna podpora in sodeloval z naročnikom in tretjimi osebami pri izvedbi del/storitev.

### ***Plačilo in plačilni roki***

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

Če ni izrecno dogovorjeno drugače, je rok plačila 120 dni po potrditvi in prevzemu dela/storitev.

Plačilo šteje za izvedeno, ko naročnikova banka sprovede nalog za plačilo, ne glede na to, ali so sredstva prispela na dobaviteljev račun. Zamude pri plačilu se obrestujejo v višini 70 odstotkov zakonitih zamudnih obresti 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. Če se storitve izvajajo v prostorih naročnika, je dolžan dobavitelj po zaključku del očistiti gradbišče ter odpeljati embalažo in ostale odpadke skladno z določili zakonov in podzakonskih aktov, ki urejajo ravnanje z embalažo in odpadki.

Delo/storitve bo naročnik potrdil in prevzel s podpisom prevzemnega zapisnika, ki potrjuje, da so bila dela/storitve izvedene skladno z naročilom in v rokih, navedenih v naročilu.

Dobavitelj je dolžan na vseh dokumentih navajati številko 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 prevzemni zapisnik.

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 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.

Naročnik si kadarkoli tekom trajanja izvajanja dela/storitev pridržuje pravico do odloga/prestavitve izvedbe dela/storitev po naročilu za obdobje 60 dni, brez stroškov za Naročnika.

Naročnik si pridržuje pravico, brez poseganja v ostale ugovore in zahtevke, ki bi jih imel na podlagi teh SNP\_S oz. zakona, zaračunati dobavitelju pogodbeno kazen za zamudo pri izvedbi v višini enega odstotka 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 izvedena 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 iz katerekoli zahtevka, odgovornosti, stroška, tožbe, izgube ali druge neposredne ali posredne škode, ki jo utрпи naročnik ali katerakoli z njim povezana družba, zaradi:

- i. smrti ali telesnih poškodb;
- ii. škode na premoženju, povezane z napakami blaga ali dejanji oz. opustitvami dobavitelja;
- iii. neizpolnitve ali nepravilne izpolnitve obveznosti iz 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.

#### **Protikorupcijska klavzula**

Dobavitelj se zavezuje, da na dan začetka veljavnosti pogodbe sam, njegovi direktorji, uslužbenci ali zaposleni niso ponudili, obljubili, dali, odobrili, zahtevali ali sprejeli kakršnekoli nepotrebne denarne ali druge ugodnosti ali koristi (ali implicirali, da bodo ali bi lahko kaj takega storili kadarkoli v prihodnosti) na kakršenkoli način, ki je povezan s pogodbo, in da je sprejel vse razumne ukrepe, da se prepreči enaka ravnanja podizvajalcev, zastopnikov ali drugih tretjih oseb, ki so pod njegovim nadzorom.

### **Termination**

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 GTC\_S 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 its internet site.

### **Odpoved in razdrtje**

Če dobavitelj krši katerokoli obveznosti iz teh SNP\_S ali naročila, kršitve pa tudi po dodatnem roku, ki ga enostransko lahko določi naročnik in ni daljši od desetih dni, ne odpravi, ima naročnik pravico razdreti naročilo s takojšnjim učinkom. Naročnik pošlje pisno izjavo o razdrtju dobavitelju. Izjava je veljavna tudi, če je poslana po elektronski pošti.

### **Razno**

Vsaka sprememba teh SNP\_S je veljavna samo, če je sklenjena v pisni obliki in jo potrdira obe stranki.

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

Ti SNP\_S so sestavljeni v angleškem in slovenskem jeziku. Če si slovenska in angleška različica nasprotujeta, se uporablja angleška različica.

### **Veljavno pravo in razreševanje sporov**

Ti SNP\_S so sklenjeni in se razlagajo skladno z določili 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 sklepom posloводства in so objavljeni na naročnikovi spletni strani.