

GENERAL PURCHASING TERMS AND CONDITIONS (GTC) of PIPISTREL d.o.o.

for dealings with suppliers

17. Validity of the General Purchasing Terms and Conditions

- 1.1. The General Purchasing Terms and Conditions (GTC) of PIPISTREL d.o.o. for dealing with suppliers (hereinafter referred to as the **"General Terms and Conditions"** or **"GTC"**) shall apply and be used exclusively and in full for the regulation of all mutual relations between the buyer PIPISTREL d.o.o. (hereinafter also referred to as the **"Buyer"** and the **"Client"**) and its suppliers (hereinafter referred to as the **"Supplier"**).
- 1.2. The Buyer does not acknowledge any general terms and conditions of the Supplier, unless otherwise agreed in writing. GTC shall also apply if the Buyer accepts or pays for the Supplier's goods or services despite the fact that the Buyer is aware of any different general terms and conditions of the Supplier.
- 1.3. The General Terms and Conditions shall apply to regulate all mutual relations between the Buyer and its Suppliers (hereinafter collectively referred to as the **"Parties"**), unless agreed otherwise between the Buyer and the Supplier expressly and in writing. They form an integral part of any order or contract between the Parties.
- 1.4. The General Terms and Conditions of the Contract shall apply between the Supplier and the Buyer, as they were valid at the time of the Supplier's acceptance of the bid. The Buyer may from time to time amend its GTC in which case the amended GTC, as notified to the Supplier, shall apply in relation to any subsequent orders and contracts, regardless of the first sentence of this clause.

SPLOŠNI NABAVNI POGOJI (SNP) PIPISTREL d.o.o.

za poslovanje z dobavitelji

1. Veljavnost Splošnih nabavnih pogojev

- 1.1. Splošni nabavni pogoji PIPISTREL d.o.o. za poslovanje z dobavitelji (v nadaljevanju: **"Splošni pogoji"** ali **"SNP"**) veljajo in se uporabljajo izključno in v celoti za ureditev vseh medsebojnih odnosov med kupcem PIPISTREL d.o.o. (v nadaljevanju tudi **"Kupec"** in **"Naročnik"**) in njegovimi dobavitelji (v nadaljevanju: **"Dobavitelj"**).
- 1.2. Kupec ne sprejema nobenih splošnih pogojev Dobavitelja, razen če ni pisno dogovorjeno drugače. SNP veljajo tudi, če Kupec sprejme ali plača Dobaviteljevo blago ali storitve kljub temu, da je seznanjen z morebitnimi drugačnimi splošnimi pogoji Dobavitelja.
- 1.3. Splošni pogoji se uporabljajo za urejanje vseh medsebojnih odnosov med Kupcem in njegovimi Dobavitelji (v nadaljevanju skupaj imenovani **"Stranke"**), razen če se Kupec in Dobavitelj izrecno in pisno dogovorita drugače. Tvorijo sestavni del vsakega naročila ali pogodbe med Strankama.
- 1.4. Med Dobaviteljem in Kupcem se uporabljajo Splošni pogoji Pogodbe, kot so veljali v času, ko je Dobavitelj sprejel ponudbo. Kupec lahko občasno spremeni svoje SNP, pri čemer se v tem primeru spremenjeni SNP, o katerih je bil Dobavitelj obveščen, uporabljajo za vsa nadaljnja naročila in pogodbe, ne glede na prvi stavek te točke.

2. Availability of the General Terms and Conditions

- 2.1. The General Terms and Conditions are accessible to the Supplier at all times in written physical form at the Buyer's registered office at Goriška cesta 50a, 5270 Ajdovščina and at all times on the Company's website www.pipistrel.si.
- 2.2. The General Terms and Conditions shall form an integral part of each contract.

3. Conclusion and amendment of the contract

- 3.1. Orders, contracts and recalls, as well as their amendments, must be in writing. Orders and recalls may also be sent by fax, e-mail or using an appropriate computer program.
- 3.2. All possible oral agreements must be confirmed in writing by the Buyer, otherwise they do not apply. This also applies to all oral agreements reached after the conclusion of the contract, especially those that modify or supplement the contract or these General Terms and Conditions.
- 3.3. The Supplier must confirm or reject the order within 2 (two) business days as of the date when the order was placed, otherwise the Supplier shall be deemed to have accepted all the terms of the order. Recalls of deliveries shall be binding if the Supplier does not object to the recall within two (2) business days from the receipt of the recall (a recall shall be deemed received on the next business day after it was sent through post and it shall be deemed received immediately if sent through e-mail, fax or a computer program). A business day is considered to be a business day in the Republic of Slovenia.
- 3.4. The Supplier shall be liable to the Buyer for damages if he neither confirms nor rejects the order within the deadline referred to in the previous point.

2. Razpoložljivost Splošnih pogojev

- 2.1. Splošni pogoji so Dobavitelju vedno na voljo v pisni fizični obliki na poslovnem naslovu Kupca na naslovu Goriška cesta 50a, 5270 Ajdovščina in ves čas na spletni strani Družbe www.pipistrel.si.
- 2.2. Splošni pogoji so sestavni del vsake pogodbe.

3. Sklenitev in sprememba pogodbe

- 3.1. Naročila, pogodbe in odpoklici kot tudi njihove spremembe morajo biti v pisni obliki. Naročila in odpoklici se lahko pošljejo tudi po faksu, elektronski pošti ali z uporabo ustreznega računalniškega programa.
- 3.2. Vse morebitne ustne dogovore mora Kupec pisno potrditi, sicer ne veljajo. To velja tudi za vse ustne dogovore, dosežene po sklenitvi pogodbe, zlasti tiste, ki spreminjajo ali dopolnjujejo pogodbo ali te Splošne pogoje.
- 3.3. Dobavitelj mora potrditi ali zavrni naročilo v 2 (dveh) delovnih dneh od datuma oddaje naročila, sicer se šteje, da je Dobavitelj sprejel vse pogoje naročila. Preklic dobave je zavezujoč, če Dobavitelj v dveh (2) delovnih dneh od prejema preklica ne ugovarja preklicu (šteje se, da je preklic prejet naslednji delovni dan po tem, ko je bil poslan po pošti, in da je prejet takoj, če je bil poslan po elektronski pošti, faksu ali računalniškem programu). Za delovni dan se šteje delovni dan v Republiki Sloveniji.
- 3.4. Dobavitelj je Kupcu odškodninsko odgovoren, če v roku iz prejšnje točke naročila ne potrdi ali zavrne.

4. Payment Terms

- 4.1. Prices and payment terms are determined by contract between the parties or at the time of order.
- 4.2. The Buyer is obliged to settle obligations to the Supplier within the agreed deadline and in an agreed manner, except in the case of withholding payment as stipulated in item 11.8.
- 4.3. The Supplier is obliged to issue correct invoices to the Buyer after the delivery of goods or services. The payment period is agreed in the contract between the parties.
- 4.4. The Supplier undertakes to issue an invoice for the performed service or supply of materials no later than 5 business days after the service – delivery of goods, or in the case of issuing monthly invoices, no later than the 3rd business day of the following month.

5. Requirements and selection of the Supplier

- 5.1. Requirements represent all information necessary for the quality characteristics of products and services and for the quality conditions of installation and operation and the conditions that Suppliers must meet (hereinafter referred to as “**Requirements**”).
- 5.2. The Buyer prescribes the Requirements with technical, control and commercial documentation.
- 5.3. The Supplier shall deliver to the Buyer with the first sample all related and required documentation.
- 5.4. Only after examination of the samples and documentation, the Buyer either approves or rejects the samples and thus decides on the approval, provisional approval or rejection of regular deliveries. The Buyer shall notify the Supplier thereof in writing.
- 5.5. The quality of the products supplied must be equal to or better than the certified samples, but in any case it shall be of satisfactory quality and fit for the purpose made known to the Supplier expressly or by implication,

4. Plačilni pogoji

- 4.1. Cene in plačilni pogoji se določijo s pogodbo med strankama ali ob naročilu.
- 4.2. Kupec mora poravnati obveznosti do Dobavitelja v dogovorjenem roku in na dogovorjen način, razen v primeru zadržanja plačila, kot je določeno v točki 11.8.
- 4.3. Dobavitelj mora Kupcu po dobavi blaga ali storitev izdati pravilne račune. Rok plačila je dogovorjen v pogodbi med strankama.
- 4.4. Dobavitelj se zavezuje, da bo izdal račun za opravljeno storitev ali dobavo materiala najkasneje v 5 delovnih dneh po opravljeni storitvi - dobavi blaga, v primeru izdaje mesečnih računov pa najkasneje do 3. delovnega dne naslednjega meseca.

5. Zahteve in izbira Dobavitelja

- 5.1. Zahteve predstavljajo vse informacije, ki so potrebne za kakovostne značilnosti izdelkov in storitev ter za kakovostne pogoje vgradnje in delovanja ter pogoje, ki jih morajo izpolnjevati Dobavitelji (v nadaljevanju “**Zahteve**”).
- 5.2. Kupec predpiše Zahteve s tehnično, kontrolno in komercialno dokumentacijo.
- 5.3. Dobavitelj mora Kupcu skupaj s prvim vzorcem dostaviti vso pripadajočo in zahtevano dokumentacijo.
- 5.4. Šele po pregledu vzorcev in dokumentacije Kupec potrdi ali zavrne vzorce in tako odloči o odobritvi, začasni odobritvi ali zavrnitvi redne dobave. Kupec o tem pisno obvesti Dobavitelja.
- 5.5. Kakovost dobavljenih izdelkov mora biti enaka ali boljša od certificiranih vzorcev, v vsakem primeru pa mora biti zadovoljive kakovosti in primerna za namen, ki je bil Dobavitelju izrecno ali posredno znan, brez

be free from defects in design, material and workmanship (and remain so for [12] months after the delivery), and comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the products, and comply with any applicable ISO standards.

- 5.6. The Supplier shall not make any changes to the product after confirmation without the Buyer's prior written consent, except if this is required due to mandatory statutory obligations, in which case the Supplier needs to immediately inform the Buyer. This applies to technical requirements, documentation, own purchasing resources, technology, process and production location.

6. Logistics service

- 6.1. In order to prevent damage to the products and their loss, the Supplier is obliged to take care of the appropriate packaging, method of packaging and marking and the appropriate method of transport.
- 6.2. The Supplier shall supply the Buyer with goods packed on "Euro pallets" or according to the Buyer's requirements and by mutual prior agreement.
- 6.3. In case of special written agreements, the Buyer may supply the Supplier with appropriately adapted protective packaging. All packaging units must be fully filled, retain their shape to the point of use, but must not endanger the safety of workers.
- 6.4. Each packaging unit must meet the traceability requirements. It must be equipped with a label, the contents of which must be in accordance with the Buyer's requirements. The label must contain the following information: name of the manufacturer, name of the goods and product code, order number, quantity in the unit, batch code, date of manufacture, stamp of exit control and barcode (if used by the Supplier).
- 6.5. The delivery note and the invoice of the Supplier must contain the same code as on the goods.

napak pri načrtovanju, materialu in izdelavi (in ostati takšna še [12] mesecev po dobavi) ter mora izpolnjevati vse veljavne zakonske in regulativne zahteve v zvezi s proizvodnjo, označevanjem, pakiranjem, shranjevanjem, ravnanjem in dobavo izdelkov ter biti skladen z vsemi ustreznimi ISO standardi.

- 5.6. Dobavitelj po potrditvi ne sme spreminjati izdelka brez predhodnega pisnega soglasja Kupca, razen če je to potrebno zaradi zavezujočih zakonskih obveznosti, o čemer mora Dobavitelj takoj obvestiti Kupca. To velja za tehnične zahteve, dokumentacijo, lastne nabavne vire, tehnologijo, proces in lokacijo proizvodnje.

6. Logistične storitve

- 6.1. Da bi preprečil poškodbe izdelkov in njihovo izgubo, mora Dobavitelj poskrbeti za ustrezno embalažo, način pakiranja in označevanja ter ustrezen način prevoza.
- 6.2. Dobavitelj bo Kupcu dobavljal blago, pakirano na "Euro paletah" ali v skladu z zahtevami Kupca in po predhodnem medsebojnem dogovoru.
- 6.3. V primeru posebnih pisnih dogovorov lahko Kupec Dobavitelju zagotovi ustrezno prilagojeno zaščitno embalažo. Vse enote embalaže morajo biti popolnoma napolnjene, ohraniti morajo svojo obliko do trenutka uporabe, vendar ne smejo ogroziti varnosti delavcev.
- 6.4. Vsaka embalažna enota mora izpolnjevati zahteve glede sledljivosti. Opremljena mora biti z etiketo, katere vsebina mora biti v skladu z zahtevami Kupca. Etiketa mora vsebovati naslednje podatke: ime proizvajalca, ime blaga in oznako izdelka, številko naročila, količino v enoti, oznako serije, datum izdelave, žig izstopne kontrole in črtno kodo (če jo Dobavitelj uporablja).
- 6.5. Dobavnica in Dobaviteljev račun morata vsebovati enako oznako, kot je navedena na blagu.

6.6. For the agreed items, the Supplier is obliged to provide a security stock in its warehouse.

6.7. In the event of non-compliance with these requirements, the Buyer shall be entitled to charge the Supplier for the costs and damages in relation to this and/or to request from the Supplier to rectify the non-compliance within a deadline set by the Buyer. In the event of Force Majeure, the Buyer and the Supplier must agree on new delivery terms separately. The basis for such an agreement is the Supplier's written notice to the Buyer on the unfeasibility of deliveries within the originally agreed deadline. Such claims will not be accepted by the Buyer after the expiration of the original delivery period, nor will the delay in deliveries of the Supplier's sub-suppliers be taken by the Buyer as an example of Force Majeure.

6.8. The Supplier is materially liable for additional costs or loss of material resulting from lack of labelling, packaging or transport.

7. Merchandise Documentation

7.1. The Supplier shall regularly deliver, with its goods, the legally prescribed documentation or the following documents:

- a) the delivery note (the delivery note must indicate the name of the Supplier, the number and date of the order and the recall, the name of the product and the product code, the quantity delivered, the batch number, the number of packaging units);
- b) a statement of compliance with the Buyer's order and documentation; the Supplier may include the statement in the delivery note or deliver it as a stand-alone document;
- c) transport document according to the type of transport (bill of lading, transport document);
- d) a declaration of origin of the goods and a declaration by the manufacturer attesting to the

6.6. Dobavitelj mora za dogovorjene predmete zagotoviti varnostno zalogo v svojem skladišču.

6.7. V primeru neizpolnjevanja teh zahtev ima Kupec pravico Dobavitelju zaračunati stroške in škodo v zvezi s tem in/ali od Dobavitelja zahtevati, da neskladnost odpravi v roku, ki ga določi Kupec. V primeru višje sile se morata Kupec in Dobavitelj posebej dogovoriti o novih dobavnih pogojih. Podlaga za tak dogovor je pisno obvestilo Dobavitelja Kupcu o neizvedljivosti dobav v prvotno dogovorjenem roku. Kupec takšnih zahtevkov po izteku prvotno dogovorjenega dobavnega roka ne bo sprejel, prav tako pa Kupec zamude pri dobavah Dobaviteljevih poddobaviteljev ne bo upošteval kot primer višje sile.

6.8. Dobavitelj je materialno odgovoren za dodatne stroške ali izgubo materiala zaradi pomanjkljivega označevanja, pakiranja ali prevoza.

7. Dokumentacija o blagu

7.1. Dobavitelj mora skupaj z blagom redno dostavljati zakonsko predpisano dokumentacijo ali naslednje dokumente:

- a) dobavnico (dobavnica mora vsebovati firmo Dobavitelja, številko in datum naročila in odpoklica, ime izdelka in kodo izdelka, dobavljeno količino, številko serije, število enot pakiranja);
- b) izjavo o skladnosti s Kupčevim naročilom in dokumentacijo; Dobavitelj lahko izjavo vključi v dobavnico ali jo dostavi kot samostojen dokument;
- c) prevozni dokument glede na vrsto prevoza (tovorni list, prevozni dokument);
- d) izjavo o poreklu blaga in izjavo proizvajalca, ki potrjuje skladnost

eligibility of the origin of the goods;

- e) instructions for use, installation in the Slovenian language (for products not made according to the Buyer's documentation).

7.2. At the request of the Buyer, the Suppliers shall submit a long-term (annual) or short-term (upon each delivery) statement on the origin of the goods for their products. The Supplier assumes responsibility for the correctly issued statement of origin. If an irregularity is found in the statement of origin, the Supplier shall bear all costs or penalties incurred.

7.3. In case of delivery without adequate or incomplete documentation, the delivery is considered inadequate and is the subject of a complaint.

7.4. The Supplier is materially responsible for additional costs incurred by the Buyer due to the lack of documentation on the goods.

7.5. The Supplier shall keep the following documentation with him, which he shall deliver to the Buyer upon request:

- a) certificate (attestation) by which the manufacturer proves the conformity of the goods to the requirements of the standards, or
- b) other statutory documents (certificates of quality of the material, certificate of conformity with the standard, chemical composition, etc.) on all materials supplied or incorporated.

8. Quality Assurance

8.1. At least once a year, the Buyer assesses and determines the effectiveness of the management of the Supplier's quality system by carrying out assessments of deliveries and audits. In case of identified non-conformities, the Supplier must prepare, present and implement corrective measures.

8.2. Quality assurance of the final product also requires the quality of all those products that the Supplier purchases from sub-suppliers

porekla blaga;

- e) navodila za uporabo, namestitve v slovenskem jeziku (za izdelke, ki niso izdelani v skladu s Kupčevo dokumentacijo).

7.2. Dobavitelji morajo na zahtevo Kupca predložiti dolgoročno (letno) ali kratkoročno (ob vsaki dobavi) izjavo o poreklu blaga za svoje izdelke. Dobavitelj prevzame odgovornost za pravilno izdano izjavo o poreklu. Če se v izjavi o poreklu ugotovi nepravilnost, Dobavitelj nosi vse nastale stroške ali kazni.

7.3. V primeru dobave brez ustrezne ali nepopolne dokumentacije se dobava šteje za neustrezno in je predmet pritožbe.

7.4. Dobavitelj je materialno odgovoren za dodatne stroške, ki jih ima Kupec zaradi pomanjkljive dokumentacije za blago.

7.5. Dobavitelj pri sebi hrani naslednjo dokumentacijo, ki jo mora na zahtevo izročiti Kupcu:

- a) certifikat (potrdilo), s katerim proizvajalec dokazuje skladnost blaga z zahtevami standardov, ali
- b) druge obvezne dokumente (potrdila o kakovosti materiala, potrdilo o skladnosti s standardom, kemična sestava itd.) o vseh dobavljenih ali vgrajenih materialih.

8. Zagotavljanje kakovosti

8.1. Kupec vsaj enkrat letno oceni in določi učinkovitost upravljanja Dobaviteljevega sistema kakovosti z ocenjevanjem dobav in revizijami. V primeru ugotovljenih neskladnosti mora Dobavitelj pripraviti, predstaviti in izvajati korektivne ukrepe.

8.2. Zagotavljanje kakovosti končnega izdelka zahteva tudi kakovost vseh tistih izdelkov, ki jih Dobavitelj kupi od poddobaviteljev in jih

and incorporates them into products for the Buyer. The Supplier must have the same requirements for the sub-suppliers as the Buyer has for the Supplier.

vgradi v izdelke za Kupca. Dobavitelj mora imeti za poddobavitelje enake zahteve, kot jih ima kupec za Dobavitelja.

- 8.3. The Supplier must enable the Buyer's representatives to carry out quality assurance audits in the production of contract goods with prior notice.
- 8.4. At the request of the Buyer, the Supplier is obliged to provide complete information (technical and technological) on all embedded materials.
- 8.5. The Supplier guarantees to the Buyer the quality and functionality of the contractual products in the same scope and time as the Buyer guarantees to its customers.

- 8.3. Dobavitelj mora Kupčevim predstavnikom omogočiti izvajanje presoj zagotavljanja kakovosti v proizvodnji pogodbenega blaga po predhodnem obvestilu.
- 8.4. Dobavitelj je dolžan na zahtevo Kupca zagotoviti popolne informacije (tehnične in tehnološke) o vseh vgrajenih materialih.
- 8.5. Dobavitelj Kupcu jamči za kakovost in funkcionalnost pogodbenih izdelkov v enakem obsegu in času, kot to Kupec jamči svojim strankam.

9. Delivery times and quantities

- 9.1. Agreed delivery times are mandatory and represent an essential element of every contract for the Buyer. The delivery times agreed in the orders, recalls and delivery plans refer to the goods "delivered to the factory". They are based on the announced production programs of the Buyer and must be respected by ensuring 100% reliability of deliveries (delivery performance). These deadlines can be changed by the Buyer based on the subsequently submitted recalls or delivery plans, depending on the needs.
- 9.2. The Supplier undertakes to immediately inform the Buyer of any problem that may affect the delivery times or the quantities to be delivered.
- 9.3. The Buyer may refuse any partial (or excessive) deliveries by the Supplier.
- 9.4. In the event of delay, the Buyer shall have the right to:
 - a) request from the Supplier a partial or total delivery, and to claim damages,
 - b) charge the Supplier damages for delays in the delivery of the material or service,
 - c) in the event of obvious inability to

9. Dobavni roki in količine

- 9.1. Dogovorjeni dobavni roki so obvezni in za Kupca predstavljajo bistveni element vsake pogodbe. Dobavni roki, dogovorjeni v naročilih, odpoklicih in načrtih dobave, se nanašajo na blago, ki je "dobavljeno v tovarno". Temeljijo na napovedanih proizvodnih programih Kupca in jih je treba spoštovati z zagotavljanjem 100% zanesljivosti dobav (dobavna uspešnost). Te roke lahko Kupec spremeni na podlagi naknadno predloženih odpoklicev ali načrtov dobave, odvisno od potreb.
- 9.2. Dobavitelj se zavezuje, da bo Kupca nemudoma obvestil o vseh težavah, ki bi lahko vplivale na dobavne roke ali dobavljene količine.
- 9.3. Kupec lahko zavrne vse delne (ali presežne) dobave Dobavitelja.
- 9.4. V primeru zamude ima Kupec pravico:
 - a) od Dobavitelja zahtevati delno ali celotno dobavo in zahtevati odškodnino,
 - b) Dobavitelju zaračunati odškodnino zaradi zamude pri dobavi materiala ali storitve,
 - c) v primeru očitne nezmožnosti

deliver or re-delivery delay or other breach of the procurement conditions, partially or completely cancel the order to the Supplier, hand over the order to another supplier and charge the Supplier for the costs of logistics of ordered products or any changes in the price at another supplier, and to claim damages.

- 9.5. When claiming damages, the Buyer shall take due account of the economic circumstances of the Supplier, the type, scope and duration of the business relationship, as well as the value of the delivered goods, in good faith.

10. Supply and takeover

- 10.1. The inspection and acceptance of the delivered goods shall be carried out at the Buyer's company and premises within 5 business days as of the delivery.
- 10.2. The delivery of goods is completed and the goods are deemed to have been accepted when the goods are handed over to the agreed person of the Buyer, at the agreed place and in the agreed manner, and the delivery note or other acceptance document is confirmed in writing. If it is agreed that the supplier is obliged to carry out tests of the material, provide test records, quality control certificates, quality documents, certificates of conformity or other documentation, the goods shall not be deemed to have been taken over until such documentation has also been delivered, unless the Parties have expressly agreed otherwise in writing. In addition to all of the above, the material may be subjected to a quality inspection, which is considered a final acceptance of the material, except in the case of hidden defects.
- 10.3. During the acceptance, the risk of accidental destruction or damage to the object of procurement passes to the Client.
- 10.4. Physical acceptance of the items of procurement, their temporary use and payments made shall not be considered as acceptance of the goods defined in this Chapter.

dobave ali zamude pri ponovni dobavi ali druge kršitve pogojev naročila delno ali v celoti preklicati naročilo Dobavitelju, predati naročilo drugemu dobavitelju in Dobavitelju zaračunati stroške logistike naročenih izdelkov ali morebitne spremembe cene pri drugem dobavitelju ter zahtevati odškodnino.

- 9.5. Pri uveljavljanju odškodnine mora Kupec v dobri veri ustrezno upoštevati gospodarske razmere Dobavitelja, vrsto, obseg in trajanje poslovnega razmerja ter vrednost dobavljenega blaga.

10. Dobava in prevzem

- 10.1. Pregled in prevzem dobavljenega blaga se opravi v Kupčevi družbi in prostorih v 5 delovnih dneh po dobavi.
- 10.2. Dobava blaga je opravljena in blago se šteje za prevzeto, ko je blago izročeno dogovorjeni osebi Kupca, na dogovorjenem kraju in na dogovorjen način, dobavnica ali drug prevzemni dokument pa je pisno potrjen. Če je dogovorjeno, da mora Dobavitelj opraviti preskuse materiala, predložiti zapisnike o preskusih, potrdila o nadzoru kakovosti, dokumente o kakovosti, potrdila o skladnosti ali drugo dokumentacijo, se šteje, da je blago prevzeto šele, ko je dostavljena tudi ta dokumentacija, razen če se Stranki izrecno pisno dogovorita drugače. Poleg vsega zgoraj navedenega se lahko na materialu opravi pregled kakovosti, ki se šteje za končni prevzem materiala, razen v primeru skritih napak.
- 10.3. Med prevzemom preide nevarnost naključnega uničenja ali poškodbe predmeta naročila na Naročnika.
- 10.4. Fizični prevzem predmetov naročila, njihova začasna uporaba in opravljena plačila ne štejejo za prevzem blaga, opredeljenega v tem Poglavju.

10.5. The Supplier must carry out product controls prior to shipment. The Supplier expressly guarantees that the goods have been carefully inspected before delivery and that the goods are free from all defects and in accordance with the order. In the event that the goods have any defect that has been revealed later, it is considered a hidden defect.

10.6. Supplied products and services must comply with the defined requirements of the Buyer, defined by the applicable technical documentation, reference samples, parameters of production quality and reliability, accepted takeover conditions and other requirements from the GTC. In case of complaints, the Supplier must also take into account the instructions and comments of the Buyer from the Notices of non-compliance in the following deliveries.

10.7. The Supplier shall take all necessary steps to immediately inform the Buyer of any actual or alleged defect of its products or material defect of which it is aware, with the aim of limiting any subsequent adverse consequences.

11. Complaints and elimination of non-conformities

11.1. In the event of any non-compliance (supporting documentation of delivery, packaging, labels, quantity or quality of the product), the Buyer will initiate a complaint procedure.

11.2. In the complaint procedure, the Buyer issues a complaint record to the Supplier. The Supplier must respond to each Complaint Record in writing (mail or fax) within 24 hours at the latest. The Supplier's elimination of non-compliance must be carried out within 48 hours of receipt of the complaint record or within a longer appropriate period, in determining which Customer takes into account the needs of the Supplier's work and technological process. During this time, the Supplier must:

- a) sort and replace non-compliant products,

10.5. Dobavitelj mora pred odpremo opraviti nadzor izdelka. Dobavitelj izrecno jamči, da je bilo blago pred dobavo skrbno pregledano ter da je blago brez vseh napak in v skladu z naročilom. V primeru, da ima blago kakršno koli napako, ki se je pokazala pozneje, se šteje, da gre za skrito napako.

10.6. Dobavljeni izdelki in storitve morajo ustrezati opredeljenim zahtevam Kupca, ki jih opredeljuje veljavna tehnična dokumentacija, referenčni vzorci, parametri kakovosti in zanesljivosti proizvodnje, sprejeti prevzemni pogoji in druge zahteve iz SNP. V primeru reklamacij mora Dobavitelj pri naslednjih dobavah upoštevati tudi navodila in pripombe Kupca iz obvestil o neskladnosti.

10.7. Dobavitelj sprejme vse potrebne ukrepe, da Kupca nemudoma obvesti o vsaki dejanski ali domnevni napaki svojih izdelkov ali stvarni napaki, s katero je seznanjen, da bi omejil morebitne poznejše škodljive posledice.

11. Pritožbe in odprava neskladnosti

11.1. V primeru kakršne koli neskladnosti (dokazna dokumentacija o dobavi, embalaža, oznake, količina ali kakovost izdelka) bo Kupec sprožil pritožbeni postopek.

11.2. V pritožbenem postopku Kupec Dobavitelju izda zapisnik o pritožbi. Dobavitelj mora na vsak zapisnik o pritožbi odgovoriti pisno (po pošti ali faksu) najpozneje v 24 urah. Dobaviteljevo odpravo neskladnosti je treba izvesti v 48 urah po prejemu zapisnika o pritožbi ali v daljšem primernem roku, pri določitvi katerega Kupec upošteva potrebe Dobaviteljevega delovnega in tehnološkega procesa. V tem času mora Dobavitelj:

- a) razvrstiti in zamenjati neskladne izdelke,

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| <ul style="list-style-type: none"> b) communicate in writing to the Buyer the proposal of all possible measures to ensure the smoothness of production for the Buyer and c) communicate to the Buyer the cause of the non-conformity and the measures taken to prevent the recurrence of the non-conformity. d) At the request of the Buyer, the Supplier must respond to the complaint within 48 hours by filling out the form "cause analysis/preventive measures" (8D report). <p>11.3. In the event of a justified complaint, the Buyer has the right to request the performance of the contract, a reduction in the price or withdrawal from the contract or order. In addition, it has the right to claim damages for ordinary damage and lost profits.</p> <p>11.4. In the event that the Buyer determines the quantity inadequacy of the delivery upon acceptance of the products, the Buyer shall have the right:</p> <ul style="list-style-type: none"> a) to accept the delivery and modify the following orders accordingly, b) if the quantity deviation has not been specifically agreed, reject it before delivery at the expense of the Supplier or charge the Supplier for storage costs or c) require the Supplier to promptly deliver the missing goods whereby charging all additional costs to the Supplier. <p>11.5. The Buyer may in any case, and regardless of other claimed rights and measures, charge the Supplier for 3% of the value of the total ordered quantity for each day of delay, but to the maximum of 100% of the value of the order. Payment of the contractual penalty does not relieve the Supplier from performing the contract and paying for additional damages.</p> <p>11.6. In case of untimely resolution of the complaint, the Buyer has the right to purchase the goods from a third party and</p> | <ul style="list-style-type: none"> b) pisno sporočiti Kupcu predlog vseh možnih ukrepov za zagotovitev nemotene proizvodnje za Kupca in c) obvestiti Kupca o vzroku neskladnosti in ukrepih, sprejetih za preprečitev ponovnega pojava neskladnosti. d) Na zahtevo Kupca se mora Dobavitelj v 48 urah odzvati na pritožbo tako, da izpolni obrazec "analiza vzroka/preventivni ukrepi" (poročilo 8D). <p>11.3. V primeru upravičene pritožbe ima Kupec pravico zahtevati izpolnitev pogodbe, znižanje cene ali odstop od pogodbe ali naročila. Poleg tega ima pravico zahtevati povračilo običajne škode in izgubljenega dobička.</p> <p>11.4. Če Kupec ob prevzemu izdelkov ugotovi količinsko neustreznost dobave, ima pravico:</p> <ul style="list-style-type: none"> a) sprejeti dobavo in ustrezno spremeniti naslednja naročila, b) če količinsko odstopanje ni bilo posebej dogovorjeno, ga zavrne pred dobavo na stroške Dobavitelja ali Dobavitelju zaračuna stroške skladiščenja ali c) od Dobavitelja zahteva, da nemudoma dostavi manjkajoče blago, pri čemer Dobavitelju zaračuna vse dodatne stroške. <p>11.5. Kupec lahko v vsakem primeru in ne glede na druge zahtevane pravice in ukrepe Dobavitelju zaračuna 3 % vrednosti celotne naročene količine za vsak dan zamude, vendar največ do 100% vrednosti naročila. Plačilo pogodbene kazni Dobavitelja ne odvezuje od izpolnitve pogodbe in plačila dodatne škode.</p> <p>11.6. V primeru nepravočasne rešitve pritožbe ima Kupec pravico kupiti blago od tretje osebe in Dobavitelju zaračunati nadomestilo</p> |
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charge the Supplier for the compensation of the damage incurred.

- 11.7. If complaints arise due to inadequate quality of the delivered goods (hidden defects), the Buyer has the right to withhold the current payment to cover the costs of the complaint.
- 11.8. All indirect and direct costs that will be incurred due to complaints will be charged to the Supplier. All costs incurred will be charged by the Buyer according to the valid Price List of Supplier Complaints, which is an annex to the GTC and is written on the complaint record form and is an integral part of it.
- 11.9. In the event of disagreement on the quality of the goods, if no consensual solution has previously been reached, the quality shall be demonstrated by a third party. The costs of proof shall be borne by the Supplier if the Buyer's previous assessment of the quality of the goods was correct. All authorized organizations for quality control and testing, which are not in the organizational structure of the Buyer, nor the Supplier, are considered third parties. The opinion is binding on the Supplier and the Buyer.
- 11.10. The Buyer reserves the right to immediately terminate the cooperation agreement due to changes in the quality of the Supplier's deliveries and discrepancies in the quality inspection of the delivered materials.

12. Spare parts

- 12.1. The Supplier undertakes to inform the Buyer of the intended stoppage of regular production of a certain type of goods it supplies at least 2 years before the intended stoppage of production. At the Buyer's written request, the Supplier will deliver the goods to the Buyer for at least 5 years after the originally intended stoppage of regular production.
- 12.2. This indent does not apply to components that are manufactured according to the Buyer's documentation or are made of the Buyer's tools.

za nastalo škodo.

- 11.7. Če pride do pritožbe zaradi neustrezne kakovosti dobavljenega blaga (skrite napake), ima Kupec pravico zadržati tekoče plačilo za kritje stroškov pritožbe.
- 11.8. Vsi posredni in neposredni stroški, ki bodo nastali zaradi pritožb, bodo naloženi Dobavitelju. Vse nastale stroške bo Kupec zaračunal v skladu z veljavnim Cenikom pritožb Dobaviteljem, ki je priloga k SNP in je zapisan na obrazcu zapisnika o pritožbi ter je njegov sestavni del.
- 11.9. V primeru nesoglasja glede kakovosti blaga, če predhodno ni bila dosežena sporazumna rešitev, kakovost dokaže tretja oseba. Stroške dokazovanja nosi Dobavitelj, če je bila Kupčeva predhodna ocena kakovosti blaga pravilna. Vse pooblaščenice organizacije za nadzor kakovosti in preskušanje, ki niso v organizacijski strukturi Kupca niti Dobavitelja, štejejo za tretje osebe. Mnenje je zavezujoče za Dobavitelja in Kupca.
- 11.10. Kupec si pridržuje pravico do takojšnje prekinitve pogodbe o sodelovanju zaradi sprememb v kakovosti Dobaviteljevih dobav in neskladij pri pregledu kakovosti dobavljenega materiala.

12. Rezervni deli

- 12.1. Dobavitelj se zavezuje, da bo Kupca obvestil o nameravani ustavitvi redne proizvodnje določene vrste blaga, ki ga dobavlja, najmanj 2 leti pred nameravano ustavitvijo proizvodnje. Na pisno zahtevo Kupca bo dobavitelj Kupcu dobavljal blago še najmanj 5 let po prvotno predvideni ustavitvi redne proizvodnje.
- 12.2. Ta točka ne velja za komponente, ki so izdelane v skladu s Kupčevo dokumentacijo ali so izdelani iz Kupčevega orodja.

13. Tools and drawings

- 13.1. The tools, samples, models, drawings, criteria, etc. that have been ordered from the Supplier or from third parties for the Buyer (and for the production of which payment has been made by the Buyer), or which the Buyer has produced in order to make them available to the Supplier, are wholly and exclusively owned by the Buyer, including any intellectual property rights and copyright. Care for maintenance or overhaul is taken over by the Supplier, who is responsible for the execution of the order of pieces, the cost of repair and maintenance is the Buyer's unless the costs have occurred due to the negligent handling of the Supplier.
- 13.2. The Supplier must keep up-to-date records of the maintenance and repair of the tools in use.
- 13.3. The Supplier shall not, without the prior written approval of the Buyer, produce for the account of a third party on the basis of drawings, tools or models of the Buyer any piece. Otherwise, the Buyer will understand this as an act of unfair competition, for which it reserves the right to claim damages from the Supplier. It is forbidden to modify or destroy the tools without the prior written consent of the Buyer.
- 13.4. The Supplier assumes responsibility and damages that would be incurred in the event of damage, destruction or theft of the tools referred to in item 13.1.

14. Notification of changes

- 14.1. The Supplier must inform the Buyer in case of the following changes: change of the company name or address, ownership of the company exceeding 10% share capital, major technological changes, major changes in the production capacity, changes in the management structure of the company – responsible persons of the areas, changes in the responsible manager – director, changes in production or in the production quality system, which may lead to non-compliance, changes in important subcontractors and suppliers, change in the location of production or part of production and

13. Orodja in skice

- 13.1. Orodja, vzorci, modeli, skice, kriteriji itd., ki jih je Kupec naročil pri Dobavitelju ali tretjih osebah (in za izdelavo katerih je Kupec plačal) ali ki jih je Kupec izdelal, da bi jih dal na voljo Dobavitelju, so v celoti in izključno v lasti Kupca, vključno z vsemi pravicami intelektualne lastnine in avtorskimi pravicami. Skrb za vzdrževanje ali obnovo prevzame Dobavitelj, ki je odgovoren za izvedbo naročila kosov, stroški popravil in vzdrževanja so Kupčevi, razen če so stroški nastali zaradi malomarnega ravnanja Dobavitelja.
- 13.2. Dobavitelj mora voditi posodobljeno evidenco o vzdrževanju in popravilu orodij v uporabi.
- 13.3. Dobavitelj brez predhodne pisne odobritve Kupca za tretje osebe na podlagi Kupčevih risb, orodij ali modelov ne sme izdelati nobenega kosa. V nasprotnem primeru bo Kupec to razumel kot dejanje nelojalne konkurence, za kar si pridržuje pravico, da od Dobavitelja zahteva odškodnino. Orodja je prepovedano spreminjati ali uničiti brez predhodnega pisnega soglasja Kupca.
- 13.5. Dobavitelj prevzema odgovornost in škodo, ki bi nastala v primeru poškodbe, uničenja ali kraje orodja iz točke 13.1.

14. Obveščanje o spremembah

- 14.1. Dobavitelj mora Kupca obvestiti v primeru naslednjih sprememb: sprememba firme ali poslovnega naslova, lastništvo družbe, ki presega 10 % osnovnega kapitala, večje tehnološke spremembe, večje spremembe proizvodnih zmogljivosti, spremembe v strukturi upravljanja družbe - odgovorne osebe področij, spremembe odgovornega vodje - direktorja, spremembe v proizvodnji ali v sistemu kakovosti proizvodnje, ki lahko povzročijo neskladnost, spremembe pomembnih podizvajalcev in dobaviteljev, sprememba lokacije proizvodnje ali dela proizvodnje in odstopanje od projektnih

deviation from project data.

- 14.2. At the same time, he shall also be informed in cases where an event or product related to serious defects, malfunctions, malfunctions or the like (accident, serious incident, serious non-compliance with project data) is identified, observed or traced, causing or likely to cause a hazardous situation.

15. Confidentiality of documents and goods

- 15.1. Both the Suppliers and the Buyer may use the documents and know-how they acquire in their business contacts, only for the purposes of the contractually agreed business relationship, and are strictly obliged to treat them as confidential. This confidentiality shall remain permanently in force even after the end of the business relationship. In the same way, Suppliers are also obliged to commit their employees, sub-suppliers and others with whom they cooperate to confidentiality.
- 15.2. All technical documentation and data made available by the Buyer to the Supplier shall be a business secret and shall be exclusively owned by the Buyer. Production according to this documentation is allowed exclusively for the Buyer. The transmission of this documentation to others is allowed only with the prior written approval of the Buyer. This obligation is confirmed by the Supplier by signing the Confidentiality Statement.

16. Supplier Liability

- 16.1. The Supplier shall be liable for material and legal defects of all its deliveries.
- 16.2. The Supplier shall be liable for visible or hidden defects of all its deliveries, including those whose manufacture may have been entrusted in whole or in part to a third party.
- 16.3. The Supplier undertakes to cover the compensation even in the event that this compensation would be claimed from the Buyer by a third party due to the Supplier's faults.

podatkov.

- 14.2. Hkrati mora biti obveščen tudi v primerih, ko se ugotovi, opazi ali izsledi dogodek ali izdelek, povezan z resnimi napakami, okvarami, nepravilnim delovanjem ali podobno (nesreča, resen incident, resna neskladnost s podatki projekta), ki povzroča ali bi lahko povzročil nevarno situacijo.

15. Zaupnost dokumentov in blaga

- 15.1. Dobavitelji in Kupec lahko dokumente in strokovno znanje (*know-how*), ki jih pridobijo v svojih poslovnih stikih, uporabljajo samo za namene pogodbeno dogovorjenega poslovnega razmerja in so jih strogo dolžni obravnavati kot zaupne. Ta zaupnost ostane v veljavi trajno, tudi po prenehanju poslovnega razmerja. Na enak način morajo Dobavitelji k zaupnosti zavezati tudi svoje zaposlene, poddobavitelje in druge, s katerimi sodelujejo.
- 15.2. Vsa tehnična dokumentacija in podatki, ki jih Kupec da na voljo Dobavitelju, so poslovna skrivnost in so v izključni lasti Kupca. Proizvodnja v skladu s to dokumentacijo je dovoljena izključno za Kupca. Posredovanje te dokumentacije drugim osebam je dovoljeno le s predhodnim pisnim soglasjem Kupca. To obveznost Dobavitelj potrdi s podpisom Izjave o zaupnosti.

16. Dobaviteljeva odgovornost

- 16.1. Dobavitelj je odgovoren za stvarne in pravne napake vseh svojih dobav.
- 16.2. Dobavitelj je odgovoren za vidne ali skrite napake vseh svojih dobav, tudi tistih, katerih izdelava je bila v celoti ali delno zaupana tretji osebi.
- 16.3. Dobavitelj se zavezuje, da bo poravnal odškodnino tudi v primeru, če bi to odškodnino od Kupca zahtevala tretja oseba zaradi Dobaviteljevih napak.

- 16.4. The Supplier assumes full responsibility for the costs incurred as a result of quality deviations caused by the Supplier, namely the Buyer, the Buyer's buyer, or the end user.
- 16.5. The Supplier undertakes to ensure that, in the event of legal defects of the goods, the Buyer is in such a position towards third parties as if the goods were free of legal defects.
- 16.6. The Supplier suffers all costs and damages incurred in connection with defects in the delivered goods. If the Buyer's customers return the product to the Buyer due to defects in the Supplier's goods, or the price of this product is reduced, or the Buyer is otherwise damaged, the Buyer shall be entitled to claim from the Supplier the reimbursement of all such damage, without having to comply with the deadlines for claiming defects of goods. In such a case, the Buyer will issue a complaint record and charge all incurred costs according to the valid Price List of Supplier Complaints, which is an annex to the GTC and is written on the complaint record form and is an integral part of it.

17. Compliance with Laws

- 17.1. Supplier shall comply with all applicable local, state, foreign, and federal laws, orders, directives, and regulations governing the manufacture, transportation, import, export and sale of goods and performance of services in connection with this Agreement and its associated Orders including, but not limited to: (i) prohibitions on the use of child, slave, prisoner or any other form of forced or involuntary labor; (ii) prohibitions on any form of human trafficking or abusive employment practices; (iii) violations of basic working conditions and safety standards; and (iv) anti-corruption, corrupt business practices and improper payments. Supplier shall obtain and maintain all necessary licenses and permits required in connection with its performance under the Agreement.
- 17.2. In the course of performing this Agreement, Supplier shall adhere to a code of conduct regarding business ethics that meets or exceeds the principles established in the

- 16.4. Dobavitelj prevzame polno odgovornost za stroške, ki nastanejo zaradi odstopanj v kakovosti, ki jih povzroči Dobavitelj, in sicer Kupec, Kupčev kupec ali končni uporabnik.
- 16.5. Dobavitelj se zavezuje, da bo v primeru pravnih napak blaga Kupec v razmerju do tretjih oseb v takšnem položaju, kot če bi bilo blago brez pravnih napak.
- 16.6. Dobavitelj nosi vse stroške in škodo, nastalo zaradi napak na dobavljenem blagu. Če Kupčeve stranke vrnejo izdelek Kupcu zaradi napak na Dobaviteljevem blagu ali če se cena tega izdelka zniža ali če je Kupec kako drugače oškodovan, ima Kupec pravico od Dobavitelja zahtevati povračilo vse te škode, ne da bi mu bilo treba upoštevati roke za uveljavljanje napak na blagu. V takem primeru bo Kupec izdal zapisnik o pritožbi in zaračunal vse nastale stroške v skladu z veljavnim Cenikom pritožb Dobaviteljem, ki je priloga k SNP in je zapisan na obrazcu zapisnika o pritožbi ter je njegov sestavni del.

17. Skladnost z zakoni

- 17.1. Dobavitelj se zavezuje spoštovati vse veljavne lokalne, državne, tuje in evropske predpise, zakone, odloke, direktive in uredbe, ki urejajo proizvodnjo, prevoz, uvoz, izvoz in prodajo blaga ter izvajanje storitev v okviru te Pogodbe in povezanih naročil, vključno, vendar ne omejeno na: (i) prepovedi uporabe otroškega dela, suženjstva, dela zapornikov ali kakršne koli druge oblike prisilnega ali neprostovoljnega dela (ii) prepovedi vsake oblike trgovine z ljudmi ali zlorabnih zaposlitvenih praks; (iii) kršitev osnovnih delovnih pogojev in varnostnih standardov; (iv) preprečevanje korupcije, nedovoljenih poslovnih praks in neprimernih plačil. Dobavitelj mora pridobiti in vzdrževati vse potrebne licence in dovoljenja, ki so potrebna za izvajanje obveznosti iz te Pogodbe.
- 17.2. Pri izvajanju te Pogodbe se Dobavitelj zavezuje upoštevati kodeks ravnanja pri poslovnih etiki, ki ustreza ali presega načela, določena v Textron Code of Conduct for

Textron Code of Conduct for Suppliers and other Business Partners which is available at <https://www.textron.com/Suppliers>.

Suppliers and other Business Partners, dostopnem na: <https://www.textron.com/Suppliers>.

- 17.3. Supplier will comply with any applicable provisions of the Rehabilitation Act of 1973, the Veterans Readjustment Act of 1974, as well as any applicable regulations of the Republic of Slovenia and the European Union governing equal opportunities and the prohibition of discrimination in employment, work, and business relations, including the Protection Against Discrimination Act ("ZVarD"), the Equal Opportunities for Women and Men Act ("ZEMŽM"), and the relevant EU directives. To the extent applicable, Buyer and Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin or any other protected class covered under applicable law. The regulations also protect applicants and employees from discrimination for inquiring about, disclosing, or discussing pay information. Moreover, if applicable, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin or disability.
- 17.3. Dobavitelj bo spoštoval vse veljavne določbe Zakona o rehabilitaciji iz leta 1973, Zakona o ponovni zaposlitvi veteranov iz leta 1974, kakor tudi vse veljavne predpise Republike Slovenije in Evropske unije, ki urejajo enake možnosti in prepoved diskriminacije pri zaposlovanju, delu in poslovnih razmerjih, vključno z Zakonom o varstvu pred diskriminacijo ("ZVarD"), Zakonom o enakih možnostih žensk in moških ("ZEMŽM") ter ustreznimi direktivami Evropske unije. V obsegu, v katerem je to ustrezno, se kupec in dobavitelj zavezuje spoštovati zahteve iz 41 CFR §§ 60-1.4(a), 60-300.5(a) in 60-741.5(a) ter 29 CFR, del 471, Priloga A k Poddelu A, ki se s tem vključujejo kot sklic. Ti predpisi prepovedujejo diskriminacijo usposobljenih posameznikov na podlagi njihovega statusa invalidov in prepovedujejo diskriminacijo vseh posameznikov na podlagi njihove rase, barve kože, vere, spola, spolne usmerjenosti, spolne identitete ali narodnosti ali katere koli druge zaščitene skupine, ki jo zajema veljavna zakonodaja. Predpisi tudi ščitijo kandidate in zaposlene pred diskriminacijo zaradi poizvedovanja, razkritja ali razprave o informacijah o plačilu. Poleg tega ti predpisi, če je to primerno, zahtevajo, da glavni izvajalci in podizvajalci, ki so zajeti v predpisih, sprejmejo afirmativne ukrepe za zaposlovanje in napredovanje posameznikov ne glede na raso, barvo kože, vero, spol, spolno usmerjenost, spolno identiteto, narodnost ali invalidnost..
- 17.4. Supplier agrees to comply with any applicable anti-bribery and anti-corruption regulations including but not limited to the Integrity and Prevention of Corruption Act ("ZIntPK"), as well as any other applicable international standards in this field (including, where relevant, the principles of the Foreign Corrupt Practices Act ("FCPA") (15 U.S.C. §§78dd-1 et seq.) and the UK Bribery Act 2010). Supplier shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any money or thing of value to any Government Official or to any person, knowing that all or a portion of the money or thing of value will be offered, given or promised, directly or indirectly, to
- 17.4. Dobavitelj se strinja, da bo upošteval vse veljavne predpise proti podkupovanju in korupciji, vključno z Zakonom o integriteti in preprečevanju korupcije („ZIntPK“) ter drugimi veljavnimi mednarodnimi standardi na tem področju (vključno z načeli Zakona o tujih koruptivnih praksah („FCPA“) (15 U.S.C. §§78dd-1 et seq.) in britanskega Zakona o podkupovanju iz leta 2010). Dobavitelj ne sme neposredno ali posredno plačati, ponuditi, dati ali obljubiti plačilo ali darilo v obliki denarja ali stvari, ki ima vrednost, nobenemu Javnemu uslužbencu ali kateri koli osebi, če ve, da bo ves denar ali stvar, ki ima vrednost, ali del tega denarja ali stvari, ki ima vrednost, neposredno ali

a Government Official, for the purpose of influencing any act or decision of such Government Official, including any act or decision to fail to perform his or her lawful duty, or for the purpose of inducing such Government Official to use his or her influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality to obtain or retain business for any person. The term "Government Official" shall mean any officer, employee, agent, representative, or any other person acting in an official capacity for or on behalf of a government, government owned or controlled entity, public international organization, political party, party official or candidate for public office.

- 17.5. . Supplier certifies it is in compliance with all applicable laws, including but not limited to the U.S. Occupational Safety and Health Act of 1970 (OSHA), Slovenian Occupational Safety and Health Act ("ZVZD-1"), Federal Acquisition Regulations and EU regulations related to hazardous materials and waste. If Goods are considered toxic or hazardous as defined in the above regulations, Supplier shall provide a copy of the Safety Data Sheet (SDS) with each shipment or as otherwise specified on the Order.
- 17.6. Supplier shall provide notice to Buyer when delivering any Goods that contain an Explosive, Radioactive, National Aerospace Standard 411 Listed Substance or a Substance that requires authorization under EU Regulation 2006/1907. Notice must be provided at time of delivery to REACH@txtav.com. The notice must include the Buyer's part number, all Safety Data Sheets and technical documentation. In addition, Supplier shall comply with the requirements set forth in the Textron Aviation Inc., Supplement V: Regulated Substances Disclosure and Compliance, at the revision level applicable as of the date of the applicable Order, as found on the "Terms & Conditions" tab at <https://ww2.txtav.com/Supplier/Resources/ContractualFlowdown>.
- 17.7. Supplier shall disclose to Buyer any "Conflict Minerals" (as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"))

posredno ponujen, dan ali obljubljen Javnemu uslužbencu, z namenom vplivati na kakršno koli dejanje ali odločitev takega Javnega uslužbenca, vključno s kakršnim koli dejanjem ali odločitvijo, da ne izpolni svoje zakonite dolžnosti, ali z namenom spodbuditi takega Javnega uslužbenca, da vpliva na kakršno koli dejanje ali odločitev organa ali vlade, da pridobi ali ohrani posel za katero koli osebo. Izraz » Javni uslužbenec« pomeni vsakega uradnika, zaposlenega, zastopnika, predstavnika ali katero koli drugo osebo, ki deluje v uradni funkciji za ali v imenu vlade, vladno nadzorovanega subjekta, mednarodne javne organizacije, politične stranke, strankarskega funkcionarja ali kandidata za javno funkcijo.

- 17.5. Dobavitelj jamči, da upošteva vse veljavne zakone, vključno z, vendar ne omejeno na, ameriški Zakon o varnosti in zdravju pri delu iz leta 1970 (OSHA), slovenski Zakon o varnosti in zdravju pri delu (ZVZD-1), zvezne predpise o javnih naročilih in predpise EU v zvezi z nevarnimi snovmi in odpadki. Če se blago šteje za strupeno ali nevarno, kot je opredeljeno v zgornjih predpisih, mora dobavitelj priložiti kopijo varnostnega lista (SDS) k vsaki pošiljki ali kot je drugače določeno v Naročilu.
- 17.6. Dobavitelj mora Kupca obvestiti ob dostavi blaga, ki vsebuje eksplozivne, radioaktivne snovi, snovi, navedene v Nacionalnem standardu za vesoljsko industrijo 411, ali snovi, za katere je potrebno dovoljenje v skladu z Uredbo EU 2006/1907. Obvestilo je treba poslati ob dostavi na naslov REACH@txtav.com. Obvestilo mora vsebovati številko dela Kupca, vse varnostne liste in tehnično dokumentacijo. Poleg tega mora dobavitelj izpolnjevati zahteve, določene v Textron Aviation Inc., Dodatek V: Razkritje in skladnost z zakonsko urejenimi snovmi, v različici, ki velja na dan veljavnega naročila, kot je navedeno v zavihku „Pogoji in določila“ na <https://ww2.txtav.com/Supplier/Resources/ContractualFlowdown>.
- 17.7. Dobavitelj mora Kupcu razkriti vse "Konfliktne minerale" (kot so opredeljeni v Oddelku 1502 Zakona o reformi Wall Streeta in zaščiti potrošnikov Dodd-Frank (v

and the implementing rule promulgated by the U.S. Securities and Exchange Commission ("SEC")), which require reporting related to the Conflict Minerals contained in products sold by Buyer. Supplier shall, within thirty (30) days of request by Buyer, provide written certifications concerning Conflict Minerals contained in Goods, components, parts and materials supplied to Buyer by Supplier as Buyer may request from time to time. Supplier acknowledges that for purposes of any reports Textron Inc. may file with the SEC, Buyer and Textron Inc. will rely on the accuracy and completeness of each such certification. Supplier represents and warrants that it has adopted and will maintain a supply chain policy and procedure to conduct, and require its suppliers to conduct, a reasonable inquiry to determine (i) whether the products, components, parts or materials supplied to Buyer contain Conflict Minerals and (ii) whether the source of any such Conflict Minerals not derived from recycled or scrap materials may be the Democratic Republic of the Congo or an adjoining country, and if so, to perform due diligence to identify the facilities used to process such Conflict Minerals and make efforts to identify the location of each mine or location of origin of such Conflict Minerals with the greatest possible specificity.

- 17.8. Supplier shall notify Buyer immediately upon any actual, potential, or suspected breach of security of data, including, without limitation, Buyer Personal Data in the custody of Supplier or any of its third-party service providers. For purposes of this Agreement, a "breach of security" shall mean the acquisition of, or access to, computerized data by an unauthorized person that compromises the security, confidentiality, or integrity of such data. The notification of a "breach of security" of data shall be sent to Textron IT Security at scmcyberrisk@textron.com with copy to (a) Textron legal at ICOELegal@textron.com, and (b) Textron Inc. at 40 Westminster Street, Providence, RI 02903, Attention: Deputy General Counsel. Seller will indemnify, hold harmless and defend Buyer against, and pay and compensate Buyer for, any and all liabilities, damages, losses, costs, expenses, claims, demands, suits, fines or judgments (including reasonable attorneys'

nadaljnjem besedilu: »Zakon«) in izvedbenem aktu, ki ga je sprejela Ameriška komisija za vrednostne papirje in borzo (v nadaljnjem besedilu: »SEC«)), ki zahtevajo poročanje v zvezi s konfliktnimi minerali, vsebovanimi v izdelkih, ki jih prodaja Kupec.. Dobavitelj mora v tridesetih (30) dneh od zahteve Kupca predložiti pisna potrdila o konfliktnih mineralih, ki so vsebovani v blagu, komponentah, delih in materialih, ki jih Dobavitelj dobavlja Kupcu, kot to Kupec lahko vsakokrat zahteva. Dobavitelj priznava, da se bodo Kupec in Textron Inc. za namene vseh poročil, ki jih lahko vloži Textron Inc. pri SEC, zanašali na točnost in popolnost vsakega takšnega potrdila. Dobavitelj izjavlja in jamči, da je sprejel in bo ohranjal politiko in postopek dobavne verige, da bo izvedel in od svojih dobaviteljev zahteval izvedbo razumnega preiskovanja, da se ugotovi (i) ali izdelki, komponente, deli ali materiali, dobavljeni Kupcu, vsebujejo Konfliktni minerale in (ii) ali je vir takih Konfliktnih mineralov, ki ne izhajajo iz recikliranih ali odpadnih materialov, lahko Demokratična republika Kongo ali sosednja država, in če je tako, da izvedejo ustrezno skrbnost za identifikacijo objektov, ki se uporabljajo za predelavo takih Konfliktnih mineralov, in si prizadevajo identificirati lokacijo vsakega rudnika ali lokacijo izvora takih Konfliktnih mineralov z največjo možno natančnostjo.

- 17.8. Dobavitelj mora Kupca nemudoma obvestiti o vsakem dejanskem, potencialnem ali sumu kršitve varnosti podatkov, vključno z, vendar ne omejeno na, osebne podatke Kupca, ki jih hrani Dobavitelj ali kateri koli od njegovih zunanjih ponudnikov storitev. Za namene te Pogodbe „kršitev varnosti“ pomeni pridobitev ali dostop do računalniških podatkov s strani nepooblaščenih oseb, ki ogroža varnost, zaupnost ali celovitost takih podatkov. Obvestilo o „kršitvi varnosti“ podatkov je treba poslati na naslov Textron IT Security na scmcyberrisk@textron.com s kopijo (a) pravni službi Textron na ICOELegal@textron.com in (b) Textron Inc. na naslov 40 Westminster Street, Providence, RI 02903, z oznako: Deputy General Counsel. Prodajalec bo Kupcu nadomestil škodo, ga zaščitil in branil pred vsemi obveznostmi, škodo, izgubami, stroški, izdatki, zahtevki, tožbami, kazni ali sodbe (vključno z razumnimi stroški

fees and costs and expenses incidental thereto) resulting from or arising out of the failure by Seller or its third-party service providers to safeguard and keep secure Buyer Personal Data and/or other Confidential Information, including any costs or expenses of notifying individuals of any breach of security of Buyer Personal Data and of providing credit monitoring services to appropriate individuals. In addition to the obligations set forth above, the Supplier shall comply with all applicable cybersecurity incident reporting and response requirements under the Information Security Act ("ZInfV-1") and any implementing regulations.

17.9. Supplier's failure to strictly comply with this Article is a material violation of this Agreement under Article 18. Termination and Other Rights for Supplier's Default.

17.10. Supplier shall include the substance of this Article in any lower-tiered subcontracts that it enters into in connection with any Orders placed in relation to this Agreement.

18. Force Majeure

19.1. Force majeure is any unexpected, unavoidable and unavoidable reason that prevents the Buyer from fulfilling its obligations, such as: strike and other forms of labor struggle, protests, coincidences, wars, terrorist attack, social unrest, insurrection, deliberate destruction of the Buyer's assets, state or judicial orders, law, decisions, natural disasters, fires, explosions, epidemics (hereinafter referred to as "**Force Majeure**").

19.2. In the event of Force Majeure, the Buyer shall be deemed not to have breached the contract or the order in the event of delay or non-fulfilment of any contractual obligation:

- a) if he notifies the Supplier of Force Majeure as soon as possible,
- b) if he does everything in his power to bring the Force Majeure to an end and to minimise its consequences.

odvetniških storitev in s tem povezanimi stroški in izdatki), ki izhajajo iz ali nastanejo zaradi neuspeha prodajalca ali njegovih zunanjih ponudnikov storitev pri zaščiti in varovanju osebnih podatkov kupca in/ali drugih zaupnih informacij, vključno s stroški ali izdatki za obveščanje posameznikov o kakršni koli kršitvi varnosti osebnih podatkov kupca in za zagotavljanje storitev spremljanja kreditne sposobnosti ustreznim posameznikom. Poleg tega se Dobavitelj zavezuje spoštovati vse zahteve glede prijave in obravnave kibernetičnih incidentov v skladu z Zakonom o informacijski varnosti (»ZInfV-1«) in njegovimi izvedbenimi predpisi.

17.9. Neupoštevanje tega člena s strani Dobavitelja predstavlja bistveno kršitev te Pogodbe v skladu s členom 18. Prekinitev in druge pravice v primeru neizpolnitve obveznosti s strani Dobavitelja.

17.10. Dobavitelj mora vsebino tega člena vključiti v vse podizvajalske pogodbe nižje stopnje, ki jih sklene v zvezi z vsemi naročili, oddani v skladu s to Pogodbo.

19. Višja sila

19.1. Višja sila je vsak nepričakovan, neizogiben in neodpravljen razlog, ki Kupcu preprečuje izpolnitev njegovih obveznosti, kot so: stavka in druge oblike delavskega boja, protesti, naključja, vojne, teroristični napad, socialni nemiri, upori, namerno uničenje Kupčevega premoženja, državni ali sodni nalogi, zakoni, odločitve, naravne nesreče, požari, eksplozije, epidemije (v nadaljevanju: "**Višja sila**").

19.2. V primeru Višje sile se šteje, da Kupec ni kršil pogodbe ali naročila v primeru zamude ali neizpolnitve katere koli pogodbene obveznosti:

- a) če Dobavitelja obvesti o Višji sili v najkrajšem možnem času,
- b) če stori vse, kar je v njegovi moči, da bi odpravil Višjo silo in čim bolj zmanjšal njene posledice.

20. Termination of contract

- 18.1. If the right to terminate the contract is agreed between the Parties without giving a reason, but it is not determined what the notice period is, it shall be 60 days.
- 18.2. Each of the contracting parties may, by written notice, withdraw from the contract with immediate effect in the case of:
- a) Submission of a proposal for or introduction of liquidation, compulsory settlement or bankruptcy over the counterparty,
 - b) Status changes that could affect the performance of the contract,
 - c) Counterparty Transaction Account Blocks,
 - d) Violations of the material provisions of the contract.
 - e) That it follows from the conduct of the counterparty or from the circumstances that it will not or could not fulfil its obligations.
- 18.3. In addition to the reasons referred to in Article 18.2, the Buyer may withdraw from the contract by written notice and with immediate effect in the event that:
- a) The Supplier shall be in delay under the conditions set out in Article 11.1.,
 - b) Within the meaning of the law governing companies, the Supplier shall merge or merge with a third party – a company which is a direct competitor of the Client, or such competitor acquires a controlling interest in the Supplier or otherwise acquires control over the Supplier,
 - c) The Supplier becomes insolvent,
 - d) The Buyer enters into a contract with the Supplier for the purpose of executing a specific order for the final customer, and the contract between the Buyer and the final customer is terminated or is no more

18. Odpoved pogodbe

- 18.1. Če se Stranki dogovorita o pravici do odpovedi pogodbe brez navedbe razloga, ni pa določen odpovedni rok, je ta 60 dni.
- 18.2. Vsaka od pogodbenih strank lahko s pisnim obvestilom odstopi od pogodbe s takojšnjim učinkom v primeru:
- a) vložitve predloga za likvidacijo, prisilno poravnavo ali stečaj nad nasprotno stranko,
 - b) statusnih sprememb, ki bi lahko vplivale na izvedbo pogodbe,
 - c) blokiranih transakcijskih računov nasprotne stranke,
 - d) kršitve bistvenih določb pogodbe,
 - e) da iz ravnanja nasprotne stranke ali okoliščin izhaja, da ne bo ali ne bi mogla izpolniti svojih obveznosti.
- 18.3. Poleg razlogov iz člena 18.2 lahko Kupec s pisnim obvestilom in s takojšnjim učinkom odstopi od pogodbe, če:
- a) Je Dobavitelj v zamudi pod pogoji iz člena 11.1.,
 - b) se Dobavitelj se v smislu zakona, ki ureja gospodarske družbe, združi ali pripoji k tretji osebi - družbi, ki je neposredni konkurent Naročnika, ali tak konkurent pridobi kontrolni delež v Dobavitelju ali kako drugače pridobi nadzor nad Dobaviteljem,
 - c) Dobavitelj postane insolventen,
 - d) Kupec sklene pogodbo z Dobaviteljem z namenom izvedbe posebnega naročila za končnega kupca, pogodba med Kupcem in končnim kupcem pa je odpovedana ali ne velja več.

in force.

- 18.4. The cancellation or withdrawal statement must be sent to the opposing party in writing by registered mail. If the right to terminate the contract is agreed between the parties without giving a reason, the notice period shall begin on the day of delivery of the registered item to the post office.
- 18.5. Termination of the contract shall not affect the validity of already confirmed orders, unless the latter are expressly terminated, regardless of the reason for termination of the contract. In relation to cancelled orders, the Supplier shall be entitled to payment for that part of the performance of the subject of the procurement which was demonstrated to have been carried out by the date of termination of the contract. The Supplier shall in no case be entitled to compensation for lost profits and possible damage due to trust. All benefits that the Supplier has or could have accrued as a result of the withdrawal shall be accounted for in the payment. The Supplier is obliged, with due diligence, after receiving the notice of withdrawal, to endeavour to reduce the costs incurred as a result of the withdrawal.
- 18.6. The Buyer is entitled to reimbursement of all costs incurred until then and costs related to the withdrawal from the contract (e.g. costs and damages incurred by potential customers of the Client, costs related to early termination of the use of work assets and equipment, etc.). In addition to reimbursement of costs, the Buyer is entitled to reimbursement of all damages incurred as a result of the withdrawal from the contract, in accordance with the general rules on liability for damages.

19. Settlement of Disputes

- 19.1. Slovenian substantive law shall apply to all relations between the Buyer and the Supplier.
- 19.2. The District Court in Nova Gorica shall have jurisdiction over all disputes arising out of the relationships to which these GTC apply.

- 18.4. Izjavo o odpovedi ali umiku mora biti nasprotni stranki poslana v pisni obliki s priporočeno pošto. Če se stranki dogovorita o pravici do odpovedi pogodbe brez navedbe razloga, začne odpovedni rok teči na dan oddaje priporočene pošiljke na pošto.

- 18.5. Odpoved pogodbe ne vpliva na veljavnost že potrjenih naročil, razen če so ta izrecno odpovedana, ne glede na razlog odpovedi pogodbe. V zvezi s preklicanimi naročili je Dobavitelj upravičen do plačila za tisti del izvedbe predmeta naročila, ki je bil dokazano izveden do datuma prekinitve pogodbe. Dobavitelj v nobenem primeru ni upravičen do nadomestila za izgubljeni dobiček in morebitno škodo zaradi zaupanja. Vse koristi, ki jih je Dobavitelj pridobil ali bi jih lahko pridobil zaradi odstopa od pogodbe, se upoštevajo pri plačilu. Dobavitelj si mora po prejemu obvestila o odstopu od pogodbe z ustrezno skrbnostjo prizadevati za zmanjšanje stroškov, ki so nastali zaradi odstopa od pogodbe.

- 18.6. Kupec je upravičen do povračila vseh do tedaj nastalih stroškov in stroškov, povezanih z odstopom od pogodbe (npr. stroški in škoda, nastala potencialnim strankam Naročnika, stroški, povezani s predčasnim prenehanjem uporabe delovnih sredstev in opreme itd.). Poleg povračila stroškov je Kupec upravičen tudi do povračila vse škode, ki je nastala zaradi odstopa od pogodbe, v skladu s splošnimi pravili o odškodninski odgovornosti.

19. Reševane sporov

- 19.1. Za vsa razmerja med Kupcem in Dobaviteljem se uporablja slovensko materialno pravo.
- 19.2. Za vse spore, ki izhajajo iz razmerij, za katera se uporabljajo ti SNP, je pristojno Okrožno sodišče v Novi Gorici.

