

NAKUPNA POGODBA št. ____/2025-__ sklenjena med: dobaviteljem: _____ (v nadaljevanju tudi »Dobavitelj«) _____, ki ga zastopa _____, Davčna številka: _____ Matična številka: _____ TRR: _____ in kupcem: ETI Elektroelement, d.o.o. (v nadaljevanju tudi »Kupec« ali »ETI«) Obrezija 5, 1411 Izlake, ki ga zastopa Direktor področja za nabavo in logistiko, g. Damjan Podbregar Davčna številka: 41900537 Matična številka: 5042178 TRR: SI56 0233 8001 1381 297 odprt pri NLB d.d.	PURCHASE AGREEMENT No. ____/2025-__ concluded between: the Supplier: _____ (hereinafter also referred to as "Supplier") _____, represented by _____ VAT ID no.: _____ Registration number: _____ Transactional _____ account: _____ and the Buyer: ETI Elektroelement, d.o.o. (hereinafter also referred to as "Buyer" or "ETI") Obrezija 5, 1411 Izlake, represented by the Director of Procurement and Logistics, Mr. Damjan Podbregar VAT ID no.: 41900537 Registration number: 5042178 Transactional account: SI56 0233 8001 1381 297 opened with NLB d.d.
UVODNE DOLOČBE Dobavitelj in kupec soglašata, da je dolgoročni cilj obeh trajno, pregledno in odgovorno sodelovanje, temelječe na partnerskem odnosu, z aktivnim prispevanjem dobavitelja k večji konkurenčnosti in učinkovitosti celotne dobavne verige kupca. Dobavitelj bo aktivno sodeloval pri razvoju in optimizaciji pogodbenih proizvodov, ob tem pa bo zagotavljal sledljiv, obvladljiv in standardiziran proizvodni proces z dokumentirano kakovostjo, ki ustreza zahtevam kupca. Cilj obeh partnerjev je dolgoročno zagotavljanje konkurenčne stroškovne učinkovitosti, vključno z doseganjem optimalne kakovosti, tržno primerljivih cen in pravočasne dobave, v skladu z logistično-komercialnimi koncepti kupca. Dobavitelj se dodatno zavezuje, da bo po svojih najboljših močeh sodeloval tudi na področju trajnostnega razvoja ter prispeval k uresničevanju trajnostnih ciljev kupca.	INTRODUCTORY PROVISIONS The Supplier and the Buyer agree that their long-term goal is a sustainable, transparent and accountable cooperation based on a partnership, with the Supplier actively contributing to the competitiveness and efficiency of the Buyer's entire supply chain. The Supplier shall actively participate in the development and optimisation of the contract products, ensuring a traceable, controllable and standardised production process with documented quality that meets the Buyer's requirements. Both partners aim to deliver competitive cost efficiency in the long term, including optimum quality, arm's length prices and on-time delivery, in line with the Buyer's logistics and commercial concepts. The Supplier further undertakes to cooperate to the best of its ability in the field of sustainable development and to contribute to the

Dobavitelj bo redno, najmanj enkrat letno, ocenjen po kupčevem sistemu ocenjevanja, ki vključuje kazalnike kakovosti, pravočasnosti, odzivnosti in stroškovne učinkovitosti. Dobavitelj se zavezuje k nenehnemu izboljševanju in bo izvajal korektivne ukrepe v primeru odstopanj. Sestavni del pogodbe so tudi priloge, kot so ceniki za tekoče leto, tehnične in kakovostne specifikacije, standardi pakiranja, kontrolni protokoli, logistični načrti (vključno z JIT, Kan-ban, elektronskimi odpoklici), ter vsi dokumenti, ki jih stranki izmenjata in opredeljujejo vsebino poslovanja. 1. PREDMET POGODBE 1.1. Dobavitelj se zavezuje k dobavi blaga, opredeljenega s to pogodbo in prilogami, skladno z vsemi tehničnimi in kakovostnimi zahtevami, opredeljenimi v pogodbenih prilogah. 1.2. Zaradi narave te pogodbe in možnega kasnejšega dogovarjanja o tehničnih, komercialnih ali drugih specifikacijah, se seznam veljavnih prilog vodi kot ločeni dokument »Seznam veljavnih prilog«, ki se nahaja pri pogodbi in se po potrebi sproti ažurira. 1.3. Vsaka priloga, ki je označena kot takšna in podpisana s strani obeh pogodbenih strank (ali izmenjana v pisni obliki preko dogovorjenega komunikacijskega kanala), postane z dnem njene veljavnosti sestavni del te pogodbe. 1.4. V primeru neskladij med določbami te pogodbe in določili posamezne priloge, veljajo določbe pogodbe, razen če je v posamezni prilogi izrecno navedeno drugače. 1.5. Obseg dobave je določen z okvirnimi letnimi potrebami kupca, ki jih kupec glede na svoje ocene in proizvodne načrte sporoča dobavitelju do konca tekočega leta za prihodnje leto. Te potrebe so informativne narave in ne predstavljajo zavezujočega naročila. Njihov namen je omogočiti	achievement of the Buyer's sustainability objectives. The Supplier will be evaluated on a regular basis, at least once a year, against the Buyer's evaluation system, which includes indicators on quality, timeliness, responsiveness and cost-effectiveness. The Supplier shall be committed to continuous improvement and will take corrective action in the event of deviations. Annexes, such as price lists for the current year, technical and quality specifications, packaging standards, inspection protocols, logistics plans (including JIT, Kan-ban, electronic recalls), and any documents exchanged between the Parties defining the substance of the business are also an integral part of the Agreement. 1. SUBJECT OF THE AGREEMENT 1.1. The Supplier undertakes to supply the Goods specified in this Agreement and the Annexes in accordance with all the technical and quality requirements specified in the Annexes to the Agreement. 1.2. Due to the nature of this Agreement and the possibility of technical, commercial or other specifications being agreed at a later date, the list of applicable Annexes shall be kept as a separate document "List of Applicable Annexes", which shall be attached to the Agreement and kept up to date as necessary. 1.3. Any Annex marked as such and signed by both Parties (or exchanged in writing through an agreed communication channel) shall become an integral part of this Agreement on the date of its entry into force. 1.4. In the event of any inconsistency between the provisions of this Agreement and those of an individual Annex, the provisions of the Agreement shall prevail, unless expressly stated otherwise in the individual Annex. 1.5. The volume of supply is determined by the Buyer's indicative annual requirements, which are communicated to the Supplier by the end of the current year for the following year, based on the Buyer's estimates and production plans. These requirements are for information purposes only and do not constitute a
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dobavitelju ustrezno načrtovanje proizvodnje, surovin in logističnih kapacitet. 1.6. Kupec si prizadeva, da med letom po svojih najboljših zmožnostih in vednosti oskrbuje dobavitelja s podatki o predvidenih potrebah, ki obema omogočajo boljše načrtovanje proizvodnje in dobave. 1.7. Naročila kupca so zavezujoča, pri čemer ločimo dve vrsti naročil: (a) redna (tekoča) naročila ter (b) odpoklice iz varnostne zaloge. (a) Tekoča naročila Dejanske nabavne količine so določene s tekočimi naročili, ki jih kupec izda glede na dobavne roke. Ta naročila so zavezujoča in lahko vključujejo tudi dodatne urgence ali spremembe (npr. odmiki naročil), o katerih se stranki pravočasno uskladiata. Dobavitelj je dolžan izvesti in dostaviti naročeno blago v skladu s pogodbeno dogovorjenimi roki. Kupec je dolžan prevzeti naročeno blago (vključno z blagom iz zaloge) najkasneje v 90 dneh od predvidene in naročene oziroma odpoklicane dinamike ter ga tudi pravočasno plačati. (b) Odpoklici iz varnostne zaloge Za zagotavljanje nemotene oskrbe ima dobavitelj vzpostavljeno ustrezno raven varnostnih zalog. Odpoklici iz teh zalog se izvajajo sproti, glede na dejanske potrebe kupca. Dobavni rok za odpoklic znaša največ 7 dni od prejema odpoklica. Posamezen odpoklic ne sme presegati 1/6 količine letnega naročila za posamezen artikel (ident). 2. DOBAVNI ROK 2.1. Dobavitelj oskrbuje kupca glede na njegove potrebe: mesečno, tedensko, dnevno oziroma po potrebi tudi pogosteje, z namenom zagotavljanja optimalne in nemotene oskrbe. Redni dobavni rok za tekoča naročila znaša deset (10) delovnih dni, razen če se stranki dogovorita drugače.	binding order. Their purpose is to enable the Supplier to plan production, raw materials and logistics capacities accordingly. 1.6. The Buyer shall endeavour, to the best of its ability and knowledge, to provide the Supplier with estimated requirements during the year to enable both Parties to better plan production and supply. 1.7. Orders from the Buyer are binding; There are two types of orders: (a) regular (current) orders; and (b) recalls from the buffer stock. (a) Current orders Actual purchase quantities are determined by the current orders placed by the Buyer according to the delivery dates. These orders are binding and may also include additional urgencies or changes (e.g. order deviations), which shall be agreed in due time between the Parties. The Supplier is obliged to execute and deliver the goods ordered in accordance with the contractually agreed deadlines. The Buyer is obliged to take delivery of the ordered Goods (including Goods from stock) within 90 days of the scheduled and ordered or recalled dynamics and to pay for them in due time. (b) Recalls from the buffer stock The Supplier shall have an adequate level of buffer stock in place to ensure uninterrupted supply. Recalls from this stock is made on an ongoing basis, according to the actual needs of the Buyer. The delivery time for the recall is a maximum of 7 days from receipt of the recall. An individual recall may not exceed 1/6 of the annual order quantity for a single item (ident). 2. DEADLINE OF SUPPLY 2.1. The Supplier provides Goods to the Buyer according to the Buyer's needs: monthly, weekly, daily or more frequently if necessary in order to ensure an optimal and uninterrupted supply. The normal delivery time for current orders shall be ten (10) working days, unless otherwise agreed by the Parties.
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3. CENA 3.1. Dobavitelj bo kupcu dobavljal naročeno blago po cenah, določenih v Seznamu veljavnih prilog, ki je sestavni del te pogodbe. 3.2. Dobavitelj je dolžan zagotavljati, da so proizvodi, ki jih dobavlja, tržno konkurenčni z vidika cene in kakovosti. 3.3. Pri oblikovanju cen se uporablja načelo dekompozicije cene, kar pomeni, da mora biti struktura cene pregledna in razdelana po sestavnih elementih. 3.4. Cene so izražene v evrih (EUR) brez DDV. Dogovorjena dobava velja franco skladišče kupca (CPT Izlake), kar pomeni, da nosi dobavitelj vse stroške in tveganja v zvezi s prevozom blaga do predaje blaga kupcu. 3.5. Sprememba cen je mogoča izključno s pisnim soglasjem obeh pogodbenih strank.	3. PRICE 3.1. The Supplier shall supply the Buyer with the Goods ordered at the prices set out in the List of Applicable Annexes which is an integral part of this Agreement. 3.2. The Supplier is obliged to ensure that the products it supplies are commercially competitive in terms of price and quality. 3.3. Pricing is based on the principle of price decomposition, which means that the price structure must be transparent and broken down into its constituent elements. 3.4. Prices are expressed in euros (EUR) excluding VAT. The agreed supply is subject to the Buyer's ex warehouse (CPT Izlake), which means that the Supplier bears all costs and risks related to the transport of the Goods until the Goods are handed over to the Buyer. 3.5. Prices may be changed only with the written agreement of both Parties.
4. PLAČILNI ROK 4.1. Dobavitelj dobavlja blago sukcesivno, skladno s točko 2.1. te pogodbe. Fakturiranje se izvaja po opravljeni dobavi, praviloma konec meseca, po posebnem dogovoru pa tudi tedensko, vendar največ štirikrat mesečno. Skrajni rok za izstavitve računov za tekoči mesec je najkasneje do 3. dne v naslednjem mesecu. Računi se izdajajo v elektronski obliki preko sistema BizBox. 4.2. Kupec se zavezuje poravnati račune za dobavljeno blago v roku 120 dni od datuma računa. Kot dan plačila se šteje dan, ko je celotni znesek nakazan na račun dobavitelja ali poravnan s poboto terjatev in obveznosti. V primeru predčasnega plačila pripada kupcu "cassa sconto" (popust), v višini v skladu s predhodnim pisnim dogovorom med pogodbenima strankama. 4.3. V primeru zamude pri plačilu se obračunajo zakonske zamudne obresti, in sicer v višini 6-mesečnega EURIBOR + 1,5 odstotne točke.	4. TERM OF PAYMENT 4.1. The Supplier shall deliver the Goods successively in accordance with Clause 2.1 of this Agreement. Invoicing is carried out after delivery, normally at the end of the month, or also on a weekly basis according to separate arrangement, up to a maximum of four times a month. The deadline for billing for the current month is the 3rd day of the following month at the latest. Invoices are issued electronically via BizBox. 4.2. The Buyer undertakes to pay the invoices for the Goods delivered within 120 days from the date of the invoice. The date of payment shall be the date on which the total amount is transferred to the Supplier's account or settled by offsetting claims and liabilities. In the event of early payment, the Buyer shall be entitled to a "cassa sconto" (discount), in an amount to be agreed in writing in advance between the Parties. 4.3. In the event of late payment, statutory default interest shall be charged at a rate of EURIBOR 6-month + 1.5 percentage points.

5. PREVZEMNI KRITERIJI 5.1. Prevzemno-tehnični pogoji, ki veljajo za dobave blaga, so podrobno opredeljeni v prilogah k tej pogodbi in tvorijo njen sestavni del. 5.2. Skladno z medsebojnim zaupanjem in ciljem dolgoročnega sodelovanja, si bosta pogodbeni stranki prizadevali, da kupec ob dokazano stabilni in zadovoljljivi kakovosti blaga opusti vhodno kontrolo. V ta namen se kupec zavezuje, da bo: • dobavitelju pravočasno posredoval lastne interne kriterije kakovostnega prevzema, • omogočil osnovno usposabljanje ali informiranje dobavitelja o svojih standardih kakovosti, ter • po potrebi izvedel skupno oceno procesa ali presojo pri dobavitelju. 5.3. Dobavitelj se zavezuje, da bo ob vsaki dobavi priložil ustrezen dokument (npr. kontrolni zapisnik, certifikat kakovosti, merilne protokole ipd.), ki nedvoumno dokazuje skladnost dobavljenega blaga s tehničnimi in kakovostnimi zahtevami, določenimi v pogodbi in pripadajočih prilogah. 6. KAKOVOST IZDELKOV IN JAMČENJE ZA NAPAKE 6.1. Dobavitelj se izrecno zavezuje, da bo blago dobavljal v skladu s pogodbenimi določili, tehničnimi specifikacijami in drugimi prilogami k pogodbi. Dobavljeno blago mora biti: • brez konstrukcijskih, materialnih in obdelovalnih napak, • skladno z dogovorjenimi specifikacijami, dimenzijami, tolerancami, materiali in funkcionalnimi zahtevami, • ustrezno dokumentirano glede kakovosti. Dobavitelj je odgovoren za očitne in skrite napake blaga ter za neskladnost blaga s pogodbenimi določili.	5. ACCEPTANCE CRITERIA 5.1. The acceptance and technical conditions applicable to the supply of the Goods are set out in detail in the Annexes hereto and form an integral part of this Agreement. 5.2. In accordance with mutual trust and the objective of long-term cooperation, the Parties shall endeavour that the Buyer waives incoming inspections when the quality of the Goods is proven to be stable and satisfactory. To this end, the Buyer undertakes to: • communicate its own internal quality acceptance criteria to the Supplier in a timely manner, • provide basic training or information to the Supplier on its quality standards; and • carry out an overall process assessment or Supplier audit, if necessary. 5.3. The Supplier undertakes to attach to each delivery the relevant document (e.g. control report, quality certificate, measurement protocols, etc.) which unequivocally proves the conformity of the Goods delivered with the technical and quality requirements set out in the Agreement and the relevant Annexes. 6. PRODUCT QUALITY AND GUARANTEE AGAINST DEFECTS 6.1. The Supplier explicitly undertakes to supply the Goods in accordance with the terms of the Agreement, the technical specifications and other Annexes to the Agreement. The Goods delivered must be: • free from defects in design, materials and workmanship, • in accordance with agreed specifications, dimensions, tolerances, materials and functional requirements, • adequately documented in terms of quality. The Supplier shall be liable for obvious and hidden defects of the Goods and for non-conformity of the Goods with the contractual provisions.
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Dobavitelj daje za dobavljene proizvode garancijo kakovosti za obdobje 24 mesecev od prevzema na naslov kupca. 6.2. Dobavitelj je seznanjen, da ETI izvaja vhodno kontrolo v omejenem obsegu, in sicer: • vizualni pregled embalaže in transportne enote za poškodbe pri prevozu, • preverjanje količine in identitete izdelkov na podlagi dobavnih dokumentov. Nadaljnjih (npr. merskih ali funkcionalnih) preverjanj kupec praviloma ne izvaja. Zato ta člen ne omejuje odgovornosti dobavitelja za napake, ki se pokažejo pozneje v toku proizvodnega procesa ali pri končnem kupcu. 6.3. Dobavitelj je dolžan na zahtevo ETI predložiti vso dokumentacijo, povezano s proizvodnjo dobavljenih izdelkov, vključno z: • kontrolnimi in merilnimi poročili, • kontrolnimi kartami, • študijami sposobnosti procesa (npr. Cp, Cpk), • zapisi o notranjih kontrolah pri sebi in svojih poddobaviteljih. Ta dokumentacija mora biti predložena pravočasno in v obliki, ki omogoča objektivno presojo kakovosti dobave. 6.4. ETI je dolžan: • očiten primanjkljaj ali očitne napake grajati najkasneje v 20 delovnih dneh po dobavi blaga, • skrite napake, ki jih ni mogel odkriti ob običajnem pregledu, pa nemudoma po njihovem odkritju, vendar najkasneje v 10 mesecih od dneva dobave. V primeru ugotovljenih neskladnosti ali napak kupec izda reklamacijski zapisnik in ga pošlje dobavitelju. 6.5. Dobavitelj je dolžan na vsako reklamacijo odgovoriti v roku 10 delovnih dni z izpolnjenim 8D poročilom, razen če ETI v izjemnih primerih določi krajši rok.	The Supplier shall provide the guarantee of quality for the products delivered for a period of 24 months from the date of delivery to the Buyer's address. 6.2. The Supplier acknowledges that ETI carries out limited entry controls, namely: • visual inspection of the packaging and transport unit for damage in transit, • verification of the quantity and identity of products on the basis of delivery documents. No further (e.g. measurement or functional) checks are normally carried out by the Buyer. Therefore, this Article does not limit the liability of the Supplier for defects which become apparent later in the production process or with the end customer. 6.3. Upon request, the Supplier is obliged to provide the ETI, with all documentation related to the production of the products supplied, including: • control and measurement reports, • control cards, • process capability studies (e.g. Cp, Cpk), • records of internal controls carried out at the Supplier and its sub-suppliers. This documentation must be submitted in good time and in a form which allows an objective assessment of the quality of the supply. 6.4. ETI is obliged to: • reprimand obvious shortages or obvious defects no later than 20 working days after delivery of the Goods, • point out hidden defects which could not be detected by normal inspection, as soon as they are discovered, but at the latest within 10 months of the date of delivery. In the event of any non-conformity or defect, the Buyer shall issue a claim report and send it to the Supplier. 6.5. The Supplier is obliged to reply to each claim within 10 working days with a completed 8D report, unless a shorter time limit is set by ETI in exceptional cases.
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Dobavitelj mora v roku 48 ur po prejemu reklamacije: • uvesti takojšnje korektivne ukrepe (containment), • o tem poročati ETI, • in nato pripraviti celovito analizo vzroka napake (root cause analysis) ter definirati trajnostne korektivne in preventivne ukrepe. V 8D poročilu (v skladu s standardizirano predlogo ETI) mora dobavitelj navesti: • identifikacijo vzrokov napake, • sprejete in načrtovane ukrepe, • časovnico za njihovo implementacijo, • dokazila o učinkovitosti izvedenih ukrepov. Če dobavitelj rokov ne more spoštovati, mora ETI o tem vnaprej pisno obvestiti, sicer se šteje, da je rok prekoračen brez upravičenega razloga. 6.6. Dobavitelj je dolžan vse neskladne izdelke zamenjati brez stroška za ETI ali pa povrniti kupnino v obliki dobropisa. 6.7. Poleg nadomestitve neskladnih izdelkov dobavitelj nosi vse neposredne in posredne stroške, ki nastanejo ETI zaradi neskladne dobave, vključno, a ne izključno s stroški izmeta, prebiranja, dodatnega testiranja in izpadov proizvodnje. ETI ima v primeru reklamacije in ugotovitve neskladnosti dobavljenih izdelkov pravico zaračunati naslednje pavšalne zneske (cene brez DDV): • Pavšal za obdelavo reklamacije: 100,00 EUR • Stroški prebiranja (ročno sortiranje): 30,00 EUR/h/osebo • Zastoj proizvodnje: 1.000,00 EUR/h • Uporaba merilnice in testne opreme: 200,00 EUR/h 7. PRODUKTNA ODGOVORNOST 7.1. Dobavitelj je odgovoren za vso neposredno in posredno škodo, ki bi nastala kot posledica napak, neskladnosti ali nevarnosti izdelkov, ki jih je dobavil kupcu, vključno z (vendar ne omejeno na):	The Supplier must, within 48 hours of receipt of the claim: • take immediate corrective action (containment), • report to ETI, • and then prepare a comprehensive root cause analysis and define sustainable corrective and preventive actions. In the 8D report (according to the standardised ETI template), the Supplier must state: • identification of the causes of defect, • actions taken and planned, • timeline for their implementation, • evidence of the effectiveness of the measures taken. If the Supplier is unable to meet the deadlines, it must inform the ETI in writing in advance, otherwise the deadline will be deemed to have been exceeded without due cause. 6.6. The Supplier is obliged to replace all non-compliant products at no cost to ETI or refund the purchase price in the form of a credit note. 6.7. In addition to the replacement of non-compliant products, the Supplier shall bear all direct and indirect costs incurred by ETI as a result of the non-compliant supply, including but not limited to the costs of ejection, screening, additional testing and production downtime. In the event of a claim and an established non-conformity of the products supplied, ETI shall be entitled to charge the following lump sums (prices excluding VAT): - Claim processing lump sum: EUR 100.00 - Screening costs (manual sorting): EUR 30.00/h/person - Production downtime: EUR 1,000.00/h - Use of measuring and testing equipment: EUR 200.00/h 7. PRODUCT LIABILITY 7.1. The Supplier shall be liable for all direct and indirect damages arising as a result of defects, non-conformity or hazards identified for the products supplied to the Buyer, including (but not limited to):
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- škodo na strojih, opremi ali sistemih kupca, - poslovno škodo, - dodatnimi stroški kontrole, selekcije, dodelav, zastojev, vračil ali odpoklicev, - škodo, povzročeno tretjim osebam zaradi nadaljnje uporabe izdelkov. - 7.2. Dobavitelj je dolžan za vso dobavljeno blago v času trajanja pogodbe vzdrževati veljavno zavarovanje za odgovornost proizvajalca za izdelke (produktna odgovornost) pri priznani zavarovalnici. 7.3. Dobavitelj se zavezuje, da bo kupcu na njegovo zahtevo v roku 5 delovnih dni predložil kopijo zavarovalne police ali potrdilo o veljavnem zavarovanju, ki mora nedvoumno dokazovati višino in obseg zavarovalnega kritja. 8. ZAMUDE 8.1. Če dobavitelj zamuja z dobavami proizvodov, ima kupec pravico, da zaračuna dobavitelju pogodbeno kazen v višini 1% vrednosti nedobavljenih proizvodov za vsak dan zamude, vendar do največ 15% vrednosti nedobavljenih proizvodov. Če je zamuda tolikšna, da je dosežena najvišja dogovorjena pogodbeni kazen ima kupec pravico odstopiti od naročila ali od pogodbe v celoti ali delno, brez kakršnihkoli obveznosti do dobavitelja. Odstop mora kupec dobavitelju sporočiti pisno. 8.2. Kupec ima v primeru zamude pri dobavah pravico zaračunati dobavitelju tudi povrnitev škode zaradi zastoja v proizvodnji v višini kot je določena v točki 6.6. 9. DOGOROČNA IZJAVA DOBAVITELJA 9.1. Dobavitelj je dolžan za vsakokratno dobavo izdati ustrezno dokazilo o preferencialnem poreklu blaga, v skladu z veljavnimi carinskimi in trgovinskimi predpisi ter pravili o prostotrgovinskih sporazumih. 9.2. Po dogovoru lahko dobavitelj kupcu predloži letno izjavo o poreklu za vse dobave v določenem poslovnem letu, pri čemer mora biti ta izjava dostavljena najkasneje do 15. januarja za tekoče koledarsko leto.	- damage to the Buyer's machinery, equipment or systems, - commercial damage, - additional costs for inspection, selection, processing, downtime, returns or recalls, - damage caused to third parties as a result of the continued use of the products. 7.2. The Supplier shall maintain, for all Goods supplied during the term of the Agreement, a valid insurance policy for the manufacturer's product liability (product liability) with a recognised insurance company. 7.3. The Supplier undertakes to provide the Buyer, upon request, within 5 working days, with a copy of the insurance policy or a certificate of valid insurance, which must unequivocally prove the amount and scope of the insurance cover. 8. DELAYS 8.1. If the Supplier is in delay in delivering the products, the Buyer is entitled to charge the Supplier a contractual penalty of 1% of the value of the undelivered products for each day of delay, up to a maximum of 15% of the value of the undelivered products. If the delay is such that the maximum agreed contractual penalty is reached, the Buyer shall have the right to withdraw from the order or from the Agreement in whole or in part, without any obligation to the Supplier. The Buyer must notify the Supplier in writing of the withdrawal. 8.2. In the event of delayed supply, the Buyer shall also be entitled to charge the Supplier for damages related to the production downtime in the amount as set out in Clause 6.6. 9. SUPPLIER'S LONG-TERM DECLARATION 9.1. The Supplier is obliged to issue the appropriate proof of preferential origin for each supply, in accordance with the applicable customs, trade and free trade agreement rules. 9.2. By agreement, the Supplier may provide the Buyer with an annual declaration of origin for all deliveries in a given financial year, to be delivered no later than 15 January for the current calendar year.
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9.3. Kupec si pridržuje pravico, da v primeru neustrezno izpolnjene, nepravilne ali manjkajoče izjave o poreklu, bremeni dobavitelja za vse nastale stroške, carinske dajatve, kazni ali druge posledične stroške, ki bi iz tega izhajali – tako na notranjem trgu kot pri izvozu, če je bila navedba porekla uporabljena za uveljavljanje preferencialne obravnave.	9.3. The Buyer reserves the right, in the event of a not duly completed, incorrect or missing declaration of origin, to charge the Supplier for any costs, customs duties, penalties or other consequential charges arising therefrom, both on the domestic market and in the case of export, if the declaration of origin has been used to claim preferential treatment.
10. POSLOVNA TAJNOST IN VAROVANJE INTERESOV 10.1. Pogodbeni stranki se zavezujeta, da bosta v celotnem obdobju trajanja te pogodbe in še najmanj tri (3) leta po njenem prenehanju, varovali vse poslovne, tehnične, komercialne in druge zaupne informacije, ki izvirajo iz te pogodbe ali so bile razkrite tekom njenega izvajanja. 10.2. Za zaupne informacije se štejejo vsi podatki, dokumenti, načrti, specifikacije, postopki, tehnične rešitve, pogoji sodelovanja, cene in drugi podatki, ki niso javno dostopni in za katere bi razumna oseba štela, da imajo zaupno naravo. 10.3. Določila o varovanju interesov in poslovne tajnosti so dodatno opredeljena v Splošnih nabavnih pogojih (SNP), ki so sestavni del te pogodbe in zavezujejo pogodbeni stranki.	10. PROFESSIONAL SECRECY AND PROTECTION OF THE INTERESTS 10.1. The Parties undertake to protect, throughout the term of this Agreement and for at least three (3) years after its termination, all business, technical, commercial and other confidential information arising from or disclosed in the course of the performance of this Agreement. 10.2. Confidential information includes all data, documents, plans, specifications, procedures, technical solutions, terms of cooperation, prices and other data which is not in the public domain and which a reasonable person would consider to be of a confidential nature. 10.3. The provisions on the protection of interests and professional secrecy are further specified in the General Purchase Conditions (GPC), which form an integral part of this Agreement and shall be binding on the Parties.
11. PRAVICE INTELKTUALNE LASTNINE 11.1. Dobavitelj izrecno jamči, da proizvodi, materiali, sestavni deli, embalaža, programska oprema in druge rešitve, ki jih dobavlja v okviru te pogodbe, ne kršijo nobenih pravic intelektualne lastnine tretjih oseb, vključno z (vendar ne omejeno na) patenti, uporabnimi modeli, industrijskim dizajnom, blagovnimi znamkami, avtorskimi pravicami, know-howom ali drugimi sorodnimi pravicami. 11.2. Če bi v zvezi z dobavljenimi proizvodi ali njihovo uporabo prišlo do zahtevkov, sporov ali sodnih postopkov, v katerih bi tretja oseba zatrjevala kršitev svojih pravic intelektualne lastnine, se dobavitelj zavezuje:	11. INTELLECTUAL PROPERTY RIGHTS 11.1. The Supplier explicitly warrants that the products, materials, components, packaging, software and other solutions supplied by it under this Agreement do not infringe any intellectual property rights of third parties, including (but not limited to) patents, utility models, industrial design, trademarks, copyrights, know-how or other related rights. 11.2. Should any claims, disputes or legal proceedings arise in relation to the products supplied or their use, in which a third party alleges infringement of its intellectual property rights, the Supplier undertakes:

• da bo na lastne stroške takoj prevzel obrambo v imenu kupca ali sodeloval pri obrambi, • da bo kupca v celoti razbremenil vseh obveznosti v zvezi s takimi zahtevki, • ter da bo kupcu povrnil vso neposredno in posredno škodo, vključno z morebitnimi sodnimi stroški, odškodninami, stroški zamenjave ali umika proizvodov s trga, poslovno škodo in izgubo ugleda.	• to immediately assume the defence on behalf of the Buyer or to participate in the defence, at the Buyer's own expense, • to release the Buyer from all liabilities in respect of such claims, • and to compensate the Buyer any direct and indirect damage, including any legal costs, damages, costs of replacement or withdrawal of products from the market, commercial and reputation loss.
12. PRENOS PRAVIC IN OBVEZNOSTI 12.1. Nobena izmed pogodbenih strank ne sme prenesti te pogodbe ali katere koli pravice in/ali obveznosti iz te pogodbe na tretjo osebo, neposredno ali posredno, brez predhodnega pisnega soglasja druge pogodbene stranke. 12.2. Izjema velja v primeru prenosa znotraj povezanih družb (v smislu ZGD-1) ali v okviru statusnih preoblikovanj (npr. združitvev, pripojitev, delitev, prenos podjetja), pri čemer mora stranka o takem prenosu pisno obvestiti drugo pogodbeno stranko najmanj 90 dni pred prenosom. 12.3. Vsak nedovoljen prenos se šteje za bistveno kršitev pogodbe in daje drugi pogodbeni stranki pravico do takojšnje enostranske odpovedi pogodbe, brez obveznosti povračila kakršnekoli škode ali stroškov.	12. TRANSFER OF RIGHTS AND OBLIGATIONS 12.1. Neither Party may assign this Agreement or any of its rights and/or obligations to any third party, directly or indirectly, without the prior written consent of the other Party. 12.2. An exception applies in the case of a transfer within affiliated companies (within the meaning of the Companies Act (ZGD-1)) or in the context of a status change (e.g. merger, acquisition, division, transfer of a company), whereby the Party must notify the other Party in writing at least 90 days prior to the transfer. 12.3. Any unauthorised transfer shall be deemed to be a material breach of the Agreement and shall entitle the other Party to terminate the Agreement immediately and unilaterally, without any obligation to pay any damages or costs.
13. PLAN IZREDNIH RAZMER 13.1. Dobavitelj se zavezuje, da bo pripravil in vzdrževal veljaven načrt za obvladovanje izrednih razmer, ki opredeljuje ukrepe za zagotovitev neprekinjene dobave v primeru nepredvidljivih dogodkov, kot so zlasti (vendar ne omejeno na): • naravne nesreče (npr. potresi, poplave, požari), • izpadi električne energije ali osnovne infrastrukture, • okvare ali lomi strojev, • tehnične napake v proizvodnem procesu, • epidemije, stavke, motnje v logistiki ali pomanjkanje ključnih surovin, • kibernetiski napadi ali izpad informacijskih sistemov.	13. EMERGENCY MANAGEMENT PLAN 13.1. The Supplier undertakes to prepare and maintain a valid emergency management plan, which sets out measures to ensure uninterrupted supply in the event of unforeseeable events, such as (but not limited to): • natural disasters (e.g. earthquakes, floods, fires), • power outages or basic infrastructure failures, • machine breakdowns or defects, • technical faults in the production process, • epidemics, strikes, disruptions in logistics or shortages of key raw materials, • cyber-attacks or IT systems downtime.

13.2. Načrt mora vsebovati tudi postopke za hitro obveščanje kupca, nadomestne vire oskrbe in mehanizme za čimprejšnjo obnovitev proizvodnje. 13.3. V primeru dejanskega nastopa takih okoliščin se zavezuje, da bo nemudoma obvestil kupca ter ukrepal z namenom zagotoviti čim manjše motnje v dobavah.	13.2. The plan must also include procedures for rapid notification of the Buyer, alternative sources of supply and mechanisms for restoring production as soon as possible. 13.3. In the event that such circumstances actually arise, the Supplier undertakes to inform the Buyer immediately and to take steps to ensure that disruption to deliveries is kept to a minimum.
14. OBVEZNOST DOBAVITELJA IN ZAUPNOST 14.1. Dobavitelj se obvezuje, da bo blago, ki ga bo izdeloval na podlagi kupčeve tehnične dokumentacije, dobavljal izključno samo kupcu.	14. OBLIGATION OF THE SUPPLIER AND CONFIDENTIALITY 14.1. The Supplier undertakes to supply the Goods manufactured on the basis of the Buyer's technical documentation exclusively to the Buyer.
15. KRŠITEV POGODBENIH OBVEZNOSTI 15.1. Dobavitelj in kupec odgovarjata za skrbno izpolnjevanje pogodbenih obveznosti kot dobra gospodarstvenika. 15.2. Kupec ima pravico pogodbo izredno odpovedati s takojšnjim učinkom, brez odpovednega roka, če dobavitelj bistveno krši določbe te pogodbe (npr. ponavljajoče zamude, dobava neustreznih izdelkov, nespoštovanje kakovostnih zahtev) in ne odpravi ugotovljenih kršitev v roku 15 dni od prejema pisnega poziva k odpravi kršitev. 15.3. Če kupec ne poravna katerega koli računa v roku 45 dni od zapadlosti, ima dobavitelj pravico po preteku dodatnega roka 10 dni od prejema pisnega opomina (z navedenim stanjem neporavnanih obveznosti in pozivom k plačilu) pogodbo izredno odpovedati z neposrednim učinkom.	15. BREACH OF CONTRACTUAL OBLIGATIONS 15.1. The Supplier and the Buyer shall be responsible for the diligent performance of their contractual obligations as good economic operators. 15.2. The Buyer shall have the right to terminate the Agreement extraordinarily with immediate effect, without notice, if the Supplier materially breaches the provisions of this Agreement (e.g. repeated delays, delivery of defective products, failure to comply with quality requirements) and fails to remedy the breaches found within 15 days of receipt of a written notice to remedy the breaches. 15.3. If the Buyer fails to pay any invoice within 45 days of its due date, the Supplier is entitled to terminate the Agreement extraordinarily with immediate effect after a further period of 10 days from receipt of a written reminder (stating the outstanding balance and including payment notice).
16. TRAJANJE IN PRENEHANJE POGODBENEGA RAZMERJA 16.1. Ta pogodba je sklenjena za nedoločen čas, razen če se pogodbeni stranki pisno dogovorita drugače.	16. DURATION AND CESSATION OF THE CONTRACTUAL RELATIONSHIP 16.1. This Agreement is concluded for an unlimited period of time, unless otherwise agreed in writing by the Parties.

16.2. Vsaka izmed pogodbenih strank lahko pogodbo redno odpove z odpovednim rokom, tako da pošlje pisno odpoved s priporočeno pošto najpozneje do 30. junija tekočega leta na naslov druge stranke. Pogodba se v tem primeru preneha z dnem 31. decembra istega koledarskega leta, razen če se pogodbeni stranki pisno dogovorita drugače. 16.3. V času trajanja odpovednega roka sta pogodbeni stranki dolžni nadaljevati z izvajanjem pogodbenih obveznosti. Dobavitelj je dolžan redno dobavljati naročeno blago, kupec pa je dolžan to blago prevzemati in plačevati skladno s pogodbenimi določili. 16.4. Kupec ima pravico pogodbo izredno odpovedati brez odpovednega roka, če nastopijo okoliščine na strani dobavitelja, ki bistveno ogrozijo ali onemogočijo izvajanje pogodbenih obveznosti, kot so zlasti: • statusne spremembe (npr. pripojitev, združitve, razdelitev), • insolventnost, stečaj ali likvidacija, • trajna prekinitve ali sprememba dejavnosti, • drugi podobni primeri izgube poslovne sposobnosti dobavitelja. 16.5. Če sodišče ali drug pristojni organ določi zakonitega naslednika (npr. upravitelja v stečaju ali prevzemnika), se ta naslednik dolžan brez odlašanja pisno dogovoriti s kupcem o nadaljevanju ali zaključku pogodbenih obveznosti. 16.6. V obdobju, ko dobavitelj ali njegov pravni naslednik ne more izvajati pogodbe (npr. zaradi insolventnosti ali stečaja), ima kupec pravico do brezplačne uporabe vseh orodij, naprav, dokumentacije ali drugih sredstev, ki so potrebna za proizvodnjo in dobavo izdelkov po tej pogodbi, dokler ni zagotovljena nemotena oskrba. 17. KONČNE DOLOČBE 7.1. Za vse, kar v tej pogodbi ni natančneje opredeljeno, se uporabijo vsakokrat objavljeni Splošni nabavni pogoji (SNP), ki so objavljeni na spletni strani družbe ETI na naslovu https://www.eti.si/corporate/nabava-in-logistika/nabava, ter določila slovenske zakonodaje.	16.2. Either Party may terminate the Agreement by giving notice in writing by registered post sent to the address of the other Party no later than 30 June of the current year. In this case, the Agreement shall terminate on 31 December of the same calendar year, unless the Parties agree otherwise in writing. 16.3. During the notice period, the Parties shall be obliged to continue to perform their contractual obligations. The Supplier is obliged to deliver the Goods ordered on a regular basis and the Buyer is obliged to accept the Goods and pay for them in accordance with the contractual terms. 16.4. The Buyer shall have the right to terminate the Agreement extraordinarily without notice if circumstances arise on the part of the Supplier which significantly jeopardise or prevent the performance of the contractual obligations, such as in particular: • status changes (e.g. mergers, acquisitions, demergers), • insolvency, bankruptcy or liquidation, • permanent cessation or change of activity, • other similar cases of loss of commercial capacity of the Supplier. 16.5. If a court or other competent authority appoints a legal successor (e.g. a receiver or assignee), this successor is obliged to agree in writing with the Buyer without delay on the continuation or termination of the contractual obligations. 16.6. During any period when the Supplier or its legal successor is unable to perform the Agreement (e.g. due to insolvency or bankruptcy), the Buyer shall be entitled to use, free of charge, all tools, equipment, documentation or other means necessary for the manufacture and supply of the products under this Agreement until an uninterrupted supply is guaranteed. 17. FINAL PROVISIONS 7.1. All matters not further specified in this Agreement shall be subject to the General Purchase Conditions (GPC) published from time to time and available on ETI's website at https://www.eti.si/corporate/nabava-in-logistika/nabava, and the provisions of Slovenian legislation.
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7.2. Vse spremembe in dopolnitve pogodbenih določil se lahko upoštevajo samo v pisni obliki, kot aneks k pogodbi. 7.3. Pogodbeni stranki se zavezujeta, da bosta morebitne spore reševali sporazumno. Če sporazumna rešitev ne bo mogoča, je za reševanje vseh sporov, ki izvirajo iz te pogodbe ali so z njo povezani (vključno z vprašanji o njeni veljavnosti, razlagi, kršitvi ali prenehanju), izključno krajevno in stvarno pristojno Okrožno sodišče v Ljubljani. 7.4. Ta pogodba je sestavljena v slovenskem in angleškem jeziku. V primeru neskladja med obema verzijama, prevlada slovenska verzija. V primeru spora ali nerazumevanja členov te pogodbe, se na sodišču uporablja besedilo te pogodbe v slovenskem jeziku. 7.5. Pogodba je sestavljena v 2 (dveh) izvodih, od katerih prejme vsaka pogodbeni stranka po en izvod. 7.6. Ta pogodba začne veljati z dnem podpisa, uporablja pa se od xx.xx.xxxx dalje. Seznam veljavnih prilog k Pogodbi št. xx z dne xx.xx.xxxx	7.2. Any amendments and supplements to the contractual provisions shall be valid only if agreed in writing as annexes to this Agreement. 7.3. The Parties undertake to resolve any disputes amicably. If no amicable settlement is possible, the District Court of Ljubljana shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including questions concerning its validity, interpretation, breach or termination). 7.4. The Agreement has been drawn up both in Slovenian and English. In the event of a discrepancy between the two versions, the Slovenian version shall prevail. In the event of any dispute or misunderstanding of the provisions of this Agreement, the text of this Agreement in the Slovenian language shall apply in court. 7.5. The Agreement is drawn up in 2 (two) copies, of which each Contracting Party shall receive 1 (one) copy. 7.6. This Agreement enters into force on the date of signature and shall apply from xx/xx/xxxx. List of Applicable Annexes to Agreement No xx of xx/xx/xxxx								
<table><tr><td>NAZIV PRILOGE</td></tr><tr><td>Cenik</td></tr><tr><td>Tehnična specifikacija</td></tr><tr><td></td></tr></table>	NAZIV PRILOGE	Cenik	Tehnična specifikacija		<table><tr><td>ANNEX NAME</td></tr><tr><td>Price list</td></tr><tr><td>Technical specification</td></tr><tr><td></td></tr></table>	ANNEX NAME	Price list	Technical specification	
NAZIV PRILOGE									
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Tehnična specifikacija									
ANNEX NAME									
Price list									
Technical specification									
Izlake, dne _____ DOBAVITELJ: _____ Direktor/ Zastopnik _____ KUPEC: ETI Elektroelement, d.o.o. Direktor področja za nabavo in logistiko g. Damjan Podbregar	Izlake, on _____ SUPPLIER: _____ Represented by _____ CLIENT: ETI Elektroelement, d.o.o. Director of the Purchase and Logistics Department Mr. Damjan Podbregar								