

Splošni pogoji nakupa
Fresenius Medical Care Slovenija, d.o.o. in Nefrodial, d.o.o.
(vsak posamično "FME")

1. člen
Veljavnost Splošnih pogojev nakupa

1. Ti Splošni pogoji nakupa veljajo izključno za kakršno koli dobavo blaga ali opravilo storitev in del s strani Dobavitelja za FME.
2. FME ne sprejema nobenih nasprotujočih si pogojev ali pogojev, ki odstopajo od teh Splošnih pogojev nakupa ali drugih omejitev Dobavitelja, razen če se FME izrecno pisno strinja z njihovo veljavnostjo.
3. Ti Splošni pogoji nakupa veljajo tudi za vse prihodnje transakcije z Dobaviteljem, čeprav njihova uporaba ni bila izrecno ponovno dogovorjena.
4. Ti Splošni pogoji nakupa veljajo izključno tudi v primeru, ko FME sprejme dostavo ali plača blago, storitve ali dela, ki jih je Dobavitelj dostavil brez pridrška, čeprav se zaveda protislovnih ali odstopajočih pogojev Dobavitelja.
5. Ti Splošni pogoji nakupa se uporabljajo samo za poslovne subjekte v smislu 13(3). člena Obligacijskega zakonika Slovenije (Uradni list RS, št. 97/07 s spremembami; »OZ«).
6. Če je Dobavitelj z FME sklenil pisno pogodbo, ki ureja dobavo blaga in/ali opravilo storitev in/ali del s strani Dobavitelja FME-u, na podlagi katere FME Dobavitelju izda naročilo, se ti Splošni pogoji nakupa uporabljajo v obsegu, v katerem niso v nasprotju s sklenjeno pisno pogodbo. Brez poseganja v prvi stavek, velja, da v primeru neskladja med temi Splošnimi pogoji nakupa in FME-jevimi pogoji, ki jih vsebujejo drugi dokumenti, veljajo ti Splošni pogoji nakupa.

2. člen
Razlaga

1. V teh Splošnih pogojih nakupa razen, če kontekst jasno določa drugače velja naslednje:
 - a. naslovi členov so namenjeni lažjemu sklicevanju in ne vplivajo na razlago teh Splošni pogoji nakupa;
 - b. sklicevanje na člen pomeni sklicevanje na člen teh Splošnih pogojev nakupa;
 - c. razen če ni drugače določeno, besede v ednini vključujejo tudi množino in besede v množini vključujejo ednino;
 - d. razen če ni drugače določeno, sklicevanje na en spol vključuje tudi sklicevanje na drug spol;
 - e. šteje se, da besedam kot so »vključuje(jo)«, »vključno z« ali »zlasti«, ki se uporabljajo v tej Pogodbi, sledijo besede »a ne omejeno na«;
 - f. »**Splošni pogoji nakupa**« pomeni te Splošne pogoje nakupa, ki so sprejeti v smislu 120. člena OZ, ki so sestavni del ustreznega dogovora in/ali potrjenega naročila;
 - g. »**dogovor**« pomeni te Splošne pogoje nakupa, vse dogovorjene posebne pogoje nakupa, sprejeto naročilo, dogovor oz. pogodbo, na katero se nanašajo (če sta stranki podpisali pogodbo);
 - h. »**FME**« pomeni Fresenius Medical Care Slovenija, d.o.o., Trnovlje pri Celju, Gaji 28, 3000 Celje, matična številka: 5706793000 in / ali Nefrodial, d.o.o., Trnovlje pri Celju, Gaji 28, 3000 Celje, matična številka: 5868556000;
 - i. »**stranke**« pomeni Dobavitelja in FME;
 - j. »**Dobavitelj**« pomeni gospodarski subjekt, ki vstopi v pogodbeno razmerje z FME v skladu s temi Splošnimi pogoji nakupa.

3. člen
Naročila: ponudba in sklenitev pogodbe

1. Naročila morajo biti izdana v pisni obliki, da so pravno zavezujoča. Naročila, poslana ustno ali po telefonu, kot tudi vsi pomožni sporazumi ali poznejše spremembe so zavezujoči le, če in v kolikor jih pisno potrdi FME.
2. Dobavitelj mora v svojo pisno komunikacijo z FME, vključno z dobavnimi računi, vključiti številko naročila FME in kupca/-ev v celoti.
3. Dobavitelj pisno potrdi vsako naročilo FME. Če dobavitelj v 3 delovnih dneh po prejemu naročila od FME ne potrdi naročila, le-to FME ne zavezuje več. Dobaviteljevo sprejetje naročila po poteku 3 delovnih dni od prejema naročila, se šteje za novo ponudbo dobavitelja. V tem primeru si FME pridržuje pravico, da takšno ponudbo sprejme ali zavrne.
4. Če Dobavitelj v 3 delovnih dneh pisno ne potrdi naročila FME-u, pač pa naročilo sprejme na način, da ga izvrši, še posebej, če Dobavitelj zagotovi

General Terms of Purchase of
Fresenius Medical Care Slovenija, d.o.o. and Nefrodial,
d.o.o. (individually as "FME")

Article 1
Applicability of the General Terms of Purchase

1. These General Terms of Purchase apply exclusively to any and all provision of goods, services and works by Supplier to FME.
2. FME does not accept any contradicting terms or terms deviating from these General Terms of Purchase or other limitations of Supplier, unless expressly agreed in writing by FME.
3. These General Terms of Purchase also apply to all future transactions with Supplier, even if their applicability has not again been expressly agreed.
4. These General Terms of Purchase also apply exclusively if FME accepts delivery or pays for the goods, services or works delivered by Supplier without reservation albeit being aware of contradicting or deviating terms of Supplier.
5. These General Terms of Purchase shall only be applicable vis-à-vis commercial entities within the meaning of Art. 13(3) of the Slovenian Obligations Code (Official Gazette of the Republic of Slovenia, no. 97/07 as amended; »OZ«).
6. If the Supplier has entered into a written agreement with FME regulating the provision of goods and/or services and/or works by Supplier to FME based on which FME issues an order to the Supplier, these General Terms of Purchase shall apply to the extent that they do not conflict with the concluded written agreement. Without prejudice to the first sentence, in case of a discrepancy between these General Terms of Purchase and deviating terms of FME comprised in other documents, these General Terms of Purchase shall prevail.

Article 2
Interpretation

1. In these General Terms of Purchase, unless the context clearly requires otherwise:
 - a. the headings in these General Terms of Purchase are inserted for convenience only and are to be ignored in construing these General Terms of Purchase;
 - b. references to articles are references to the articles of these General Terms of Purchase;
 - c. unless agreed otherwise, the use of the singular includes the plural and vice versa;
 - d. unless agreed otherwise, the use of any gender includes the other;
 - e. the words "includes", "including" or "in particular" used in these General Terms of Purchase are followed by "but not limited to";
 - f. »**General Terms of Purchase**« means these General Terms of Purchase adopted within the meaning of Art. 120 of the OZ, which form an integral part of the relevant agreement and/or confirmed order;
 - g. »**agreement**« means these General Terms of Purchase, any agreed specific terms of purchase, accepted order and agreement or contract to which they relate (if fully fledged contract is signed between the parties);
 - h. »**FME**« means Fresenius Medical Care Slovenija, d.o.o., Trnovlje pri Celju, Gaji 28, 3000 Celje, registration number: 5706793000 and / or Nefrodial, d.o.o., Trnovlje pri Celju, Gaji 28, 3000 Celje, registration number: 5868556000;
 - i. »**parties**« means Supplier and FME;
 - j. »**Supplier**« means a commercial entity entering into a contractual relationship with FME in accordance with these General Terms of Purchase.

Article 3
Orders: Offer and Conclusion of Contract

1. Orders must be in writing to be legally binding. Orders placed orally or by telephone, as well as all ancillary agreements or subsequent amendments shall only be binding if and to the extent they are confirmed in writing by FME.
2. The Supplier must include the FME order number and the purchaser(s) in full in all written communication with FME, including delivery notes and invoices.
3. Supplier shall confirm in writing each order of FME. If Supplier does not confirm an order within 3 working days after receipt of the order from FME, FME shall no longer be bound by the order. Supplier's acceptance of an order thereafter shall be deemed a new offer by Supplier, FME reserves the right to accept or reject such offer.
4. If the Supplier does not confirm the order to FME in writing within 3 working days, but accepts the order in such a way that it is executed, especially if

blago, storitve ali dela in če se FME s tem strinja, se naročilo šteje za sprejeto, vključno s temi Splošnimi pogoji nakupa.

5. Odstopanja in dodatki pri potrditvi naročila s strani Dobavitelja ne zavezujejo FME. Ustrezno se uporablja člen 1(2).
6. Dobavitelj brez nepotrebnega odlašanja pregleda napake, nejasnosti, nepopolnost in neprimernost specifikacij, ki jih je FME izbral za predvideno uporabo, in nemudoma obvesti FME o vseh potrebnih spremembah ali pojasnilih naročila.
7. Če ni izrecno dogovorjeno drugače, so potrditve, ponudbe in ocene stroškov Dobavitelja za FME brezplačne.

4. člen **Cene**

1. Vse cene, navedene v naročilu, so v EUR brez DDV, razen če je v naročilu izrecno navedeno drugače.
2. Če ni drugače dogovorjeno, so cene, določene v naročilu, fiksne in vključujejo dobavo FME skladno s klavzulo DDP (dobavljeno, ocarinjeno - Incoterms 2010), vključno z embalažo, prevozom, pošiljanjem in zavarovanjem. Morebitni dodatni zahtevki Dobavitelja, na primer zaradi povečanja stroškov dela ali materiala, tehničnih izboljšav (pod pogojem, da niso bile narejene na izrecno zahtevo FME) itd., so izključene.
3. Če FME sprejme stroške prevoza in pakiranja, razen če se pisno ne dogovori drugače, Dobavitelj zagotovi stroškovno najbolj učinkovito pošiljanje, hkrati pa to ne vpliva na kraj izročitve. Stroške zbiranja krije Dobavitelj.
4. Dobavitelj na lastne stroške prevzame embalažo in jo odstrani na zakonit in urejen način.

5. člen **Plačilni pogoji**

1. Če v naročilu ni določeno drugače, bo plačilo izvedeno s plačilom, ki ga izbere FME.
2. Če ni pisno dogovorjeno drugače, se plačilo izvede v 14 dneh od dobave in prejema računa s 3% popustom ali plačilom neto cene po 60 dneh.
3. Če se stranki dogovorita o predplačilih FME, ima FME, z namenom da bi zavaroval svoje terjatve do Dobavitelja, pravico, da na zahtevo prejme brezpogojno, nepreklicno in absolutno bančno garancijo kreditne ali finančne institucije, registrirane v Evropski uniji, brez ugovora, z odpovedjo pobota in odpovedjo garantovih obrambnih zahtevkov v zvezi z predplačilom ter s pravico do depozita z rokom do popolne izpolnitve dobave in izpolnitve obveznosti s strani Dobavitelja.
4. Dobavitelj ni upravičen, da s plačili s strani FME najprej poravnava FME-jeve starejše dolgeve ali stroške in obresti.
5. FME ima pridržno pravico in pravico do pobota v skladu z zakonom. Plačilo s strani FME še ne pomeni Dobaviteljeve izpolnitve v skladu s pogodbo.
6. Dobavitelj brez predhodnega pisnega soglasja FME ni upravičen pobotati ali zastaviti svojih terjatev do FME delno ali v celoti.
7. FME bo Dobavitelju plačal samo s čekom ali bančnim nakazilom. Za izdelke ali storitve ne bodo izvršena nobena gotovinska plačila. Vsa plačila Dobavitelju bodo izvedena neposredno in v državi, v kateri je Dobavitelj opravil delo, za katerega je plačan, ali v državi v kateri ima Dobavitelj sedež.

6. člen **Datumi dobave / Dobavna obdobja / Pogodbena kazen / Delna dobava / Nevarno blago / Podizvajalci**

1. Dobavni roki, določeni v naročilu, so zavezujoči. Dobavni roki se začnejo z datumom naročila. Prejem blaga v namembnem kraju, ki ga določi FME, je odločilen za spoštovanje rokov dobave.
2. Pogoji, pod katerimi si Dobavitelj rezervira neprimerno dolge ali premalo določene roke za izpolnitev, so neveljavni. To velja tudi za določitev vseh dodatnih rokov za izpolnitev.
3. Dobavitelj mora nemudoma pisno obvestiti FME o vseh okoliščinah, zaradi katerih bi lahko prišlo do zamude pri dobavi, z navedbo razlogov in pričakovanega trajanja zamude.
4. V primeru zamude pri dobavi je FME upravičen do vseh pravnih sredstev, ki mu jih daje zakonodaja. Brezpogojno sprejetje blaga ne šteje za odpoved tem pravicam s strani FME.
5. V primeru zamude pri dobavi ima FME pravico zahtevati plačilo pogodbene kazni v višini 0,5% neto cene naročila za vsak polni teden zamude. Kazen je omejena na 10% neto cene naročila. Dobavitelj lahko predloži dokaze, da je nastala le manjša škoda oziroma da škode ni bilo in je kazen zato neustrezna. FME ima pravico zahtevati izpolnitev, kot tudi plačilo pogodbene kazni. V primeru, ko FME sprejme izpolnitev z zamudo, je FME upravičen zahtevati plačilo pogodbene kazni, tudi če si FME pri sprejemu izpolnitve te pravice ni pridržal. FME bo tako pridržno pravico izjavil najkasneje pri končnem plačilu. Nadaljnji odškodninski zahtevki, ki presegajo pogodbeno kazen, ostanejo nespremenjeni. Vendar se pogodbeni kazen pobota s takšnimi odškodninskimi zahtevki.
6. Delna izvedba ali dobava je dovoljena le s predhodnim pisnim soglasjem FME.
7. Sprejetje delne dobave, v katero FME sicer ni privolil, ne vpliva na pravice FME glede celotne dobave, čeprav si FME teh pravic ob prevzemu ni izrecno pridržal.
8. Dobavitelj mora svoje izdelke vedno označiti, zapakirati in odpremiti v skladu z nacionalno in mednarodno veljavnimi predpisi. Spremini

the Supplier provides goods, services or works and if FME agrees to it, the order is considered accepted, including these General Terms of Purchase. Deviations and additions in the confirmation of an order made by Supplier shall not bind FME. Art. 1(2) shall apply accordingly.

6. Supplier shall review the order without undue delay for noticeable errors, ambiguities, incompleteness and unsuitability of the specifications chosen by FME for the intended use and shall inform FME without undue delay of any necessary modifications or clarifications of the order.
7. Unless explicitly agreed otherwise, Supplier's confirmations, offers and cost estimates shall be free of cost for FME.

Article 4 **Prices**

1. All prices specified in the order shall be in EURO exclusive of VAT, unless explicitly stated otherwise in the order.
2. If not agreed otherwise, the prices specified in the order are fixed prices and include delivery DDP (Delivered Duties Paid - Incoterms 2010) FME including packaging, transport, carriage and insurance. Any additional claims of Supplier, for example because of increases in labour or material costs, technical improvements (provided that they were not made upon explicit request of FME), etc. are excluded.
3. If FME accepts to bear the costs of carriage and packaging, unless otherwise agreed in writing, Supplier shall provide for the most cost-effective shipping, this shall not affect the place of performance. Collection charges shall be borne by Supplier.
4. Supplier shall take back the packaging at its own expense and shall dispose of it in a lawful, orderly manner.

Article 5 **Payment Terms**

1. Unless otherwise specified in the order, payment will be made by means of payment selected by FME.
2. Unless otherwise agreed in writing, payment shall be made within 14 days of delivery and receipt of the invoice with 3% discount or net after 60 days.
3. If the parties agree advance payments by FME, in order to secure FME's claims against Supplier, FME shall be entitled to receive upon request an unconditional, irrevocable and absolute bank guarantee by a credit insurer or financial institution registered in the European Union, waiving the defence of contestability, set-off and the guarantor's defences of advance claim, as well as the right to deposit, with a term until complete fulfilment of the delivery and performance obligations by Supplier.
4. Supplier shall not be entitled to firstly credit payments by FME against order debts or costs and interest.
5. FME shall be entitled to the rights of retention and set-off in accordance with statutory law. Payment shall not be deemed to constitute acceptance by FME of the delivery as being in accordance with the contract.
6. Without prior written consent of FME, Supplier is not entitled to set off or pledge its receivables from FME in whole or in part.
7. Payments to Supplier by FME will be made by check or wire transfer only. No cash payments will be made for products or services. All payments to Supplier will be made directly, and in the country where Supplier performed the work for which he/she is being compensated, or in the country of Supplier's seat.

Article 6 **Delivery Dates / Delivery Periods / Contractual Penalty / Partial Delivery / Dangerous Goods / Subcontractors**

1. Delivery dates set out in the order are binding. The delivery periods commence as of the date of the order. The receipt of the delivery items at the place of destination indicated by FME shall be decisive for meeting delivery deadlines.
2. Conditions by which Supplier reserves unreasonably long or insufficiently specified periods for performance are invalid. This also applies to setting of additional grace periods for performance.
3. Supplier shall inform FME promptly in writing of any events occurring or coming to its attention which could lead to a delay in delivery stating the reasons and the expected duration of the delay.
4. In case of delay in delivery, FME shall be entitled to the statutory remedies without restriction. The unconditional acceptance of the delivery items shall not be deemed to constitute a waiver of these rights by FME.
5. In case of delay in delivery, FME shall furthermore be entitled to claim a contractual penalty of 0.5% of the net price of the order for every full week of delay. The penalty shall be limited to 10% of the net price of the order. Supplier may submit evidence that there has been no or only minor damage and therefore the penalty is unreasonable. FME shall be entitled to the penalty in addition to the right to demand performance. In case FME accepts late delivery, FME is entitled to the penalty even if FME has not reserved this right when accepting the delivery. FME will declare such reservation of rights at the latest with final payment. Additional damage claims beyond the penalty shall remain unaffected. However, the penalty shall be set off against such damage claims.
6. Partial performance or delivery is only permissible with FME's prior written consent.
7. Acceptance of a partial delivery to which FME has not consented, shall not affect FME's rights in respect of the total delivery, even if FME has not expressly reserved these rights on acceptance.
8. Supplier shall always mark, pack and ship its products according to nationally and internationally applicable provisions. The accompanying

dokumenti morajo poleg kategorije tveganja vsebovati tudi vse dodatne podatke, ki jih zahtevajo ustrezni prometni predpisi.

9. Dobavitelj lahko uporablja podizvajalce le s predhodnim pisnim soglasjem FME. V vsakem primeru je Dobavitelj odgovoren za dejanja in opustitve podizvajalcev, kot je odgovoren za svoja dejanja in opustitve.

7. člen Izdaja računov

1. Računi ne smejo biti priloženi dostavi. Računi morajo ustrezati oznaki in zaporedju naročila. Vsako postavko naročila je treba zaračunati posebej, saj FME ne more obdelati povzetih računov.
2. Na računu mora biti posebej prikazan DDV, hkrati pa mora račun vsebovati številko računa, vsako posamezno številko naročila, količino, ceno, datum dobave (datum storitve), druge značilnosti razvrščanja (zlasti številko izdelka FME), kopijo dobavnice in kupca/-e FME. Ročno napisani dodatki na izvirnih potrdilih morajo vsebovati podpis in žig podjetja, saj jih drugače zaradi davčnih razlogov ni mogoče plačati. Če račun vsebuje več kot eno postavko, mora biti vedno prikazana številka naročila FME.
3. Če se storitve zaračunavajo na podlagi meritev ali delovne obremenitve, mora Dobavitelj k računu priložiti vso dokumentacijo (merilne liste ali evidence opravljenih ur, ki jih potrdi FME), potrebno za ustrezen pregled. Računi za delne dobave morajo biti ustrezno označeni.
4. Računi, ki ne izpolnjujejo zgoraj navedenih zahtev, ne morejo biti obdelani s strani FME, zato FME ni v zamudi, v primeru neplačila računov, ki niso v skladu z zgornjimi zahtevami.

8. člen Prehod nevarnosti naključnega uničenja in poškodovanja blaga / Obvestilo o odpremi

1. Če ni pisno dogovorjeno drugače, se dobava izvede v skladu z klavzulo DDP (dobavljeno, ocarinjeno) Incoterms 2010 v **skladišče FME: Fresenius Medical Care Slovenija, d.o.o., Trnovlje pri Celju, Gaji 28, 3000 Celje, Slovenija** in na nevarnost Dobavitelja. Prehod nevarnosti naključnega uničenja in poškodovanja blaga preide na FME le ob pravilni dobavi.
2. Odpremnice je treba najkasneje na dan odpreme poslati v FME v treh izvodih z navedbo številke naročila in datuma naročila. Pošiljka mora biti dokumentirana z dvojnikom tovarnega lista. Zneski dobroimetja za embalažni material morajo biti navedeni tudi na odpremnici ali dobavnici.

9. člen Pogoji izvedbe - postopek

1. Če je za izpolnitev naročil potrebna priprava delavniških ali projektnih risb, ki niso vključene v risbe in podatke, ki jih posreduje FME, jih Dobavitelj pripravi brezplačno, razen če se stranki pisno ne dogovorita drugače.
2. Po zaključku morajo biti risbe dostavljene FME v pregled in odobritev.
3. Če FME izrecno ne zahteva drugače, je potrebno pri vseh dobavah in storitvah upoštevati lokalne standarde in predpise (npr. Zakon o splošni varnosti proizvodov, Zakon o tehničnih zahtevah za proizvode in o ugotavljanju skladnosti) in varnostne predpise lokalnih javnih organov pri vseh dobavah in storitvah.

10. člen Posebni predpisi za dela

1. **Sprejem**
 - a. Dobavitelj bo pisno obvestil FME o zaključku in pripravljenosti za prevzem. Stranki bosta nato skupaj izvedli prevzemni preizkus.
 - b. Pripraviti je potrebno prevzemni zapisnik, ki bo dokumentiral vse znane napake in pomanjkljivosti v času prevzema. Stranki morata podpisati prevzemni zapisnik.
 - c. Sprejem se lahko zavrne v primeru bistvenih napak. Množica manjših napak pomeni bistveno napako.
 - d. Za blago (npr. kotel, tlačna posoda, itd.) za katerega je potreben tehnični pregled in odobritev nemškega TÜV ali katerega koli drugega ustreznega organa, mora Dobavitelj na lastne stroške izpolniti vse zahteve za pravočasno odobritev in predložiti FME potrebna potrdila o pregledu. FME si pridržuje pravico, da pregleda dobavne artikule med samo proizvodnjo in/ali pred transportom pri Dobavitelju. Takšen predhodni pregled ne pomeni prevzema in ne vpliva na jamčevalne zahteve FME v skladu s 18. členom.
2. **Zastaralni rok**

Ne glede na 18(7). člen zastaralni rok za zahteve zaradi napak začne teči z dnem prevzema.
3. **Dodatne določbe za tiskarske izdelke**
 - a. Dobavitelj mora predložiti dokazila FME v odobritev. Dobavitelj začne tiskati šele po pisnem dovoljenju FME. V primeru, da Dobavitelj ne upošteva te obveznosti, si FME pridržuje pravico do znižanja cene ali odpovedi pogodbe.
 - b. Nosilci podatkov in filmi so last FME. Na zahtevo FME bo Dobavitelj v dveh dneh po zahtevi, FME vrnil celotne tiskarske dokumente v ustreznem stanju (pripravljeni za tisk).
 - c. Dobavitelj mora hraniti podatke za tiskanje najmanj pet let po zaključku naročila.

documents shall show the risk category as well as any further particulars required by the appropriate transport regulations.

9. Sub-contraction by Supplier requires FME's prior written consent. Supplier shall in any event be liable for its subcontractors' acts and omissions as it is liable for its own acts and omissions.

Article 7 Invoicing

1. Invoices shall not be enclosed with the delivery. Invoices shall correspond with the designation and sequence of the order. Each order position must be invoiced separately, as combined invoiced cannot be processed by FME.
2. The invoice shall show VAT separately, and must include invoice number, each individual order number, quantity, price, delivery date (service date), other classification features (in particular the FME-article number), a copy of the delivery note and the FME purchaser(s). Handwritten additions on original receipts must provide a signature and company stamp, as otherwise no payment can be made for tax reasons. In case the invoice comprises more than one item, the FME order number must always appear.
3. If services are invoiced based on measurement or effort, Supplier shall provide, together with the invoice, all documentation (measurement lists or time sheets confirmed by FME) necessary for proper auditing. Invoices for partial deliveries shall be marked correspondingly.
4. Invoices which do not meet the above listed requirements cannot be processed by FME, and FME is not in default with payment in case of non-payment of invoices that do not comply with the above requirements.

Article 8 Transfer of Risk / Advice of Dispatch

1. Unless otherwise agreed in writing, delivery shall be made DDP **FME Warehouse: Fresenius Medical Care Slovenija, d.o.o., Trnovlje pri Celju, Gaji 28, 3000 Celje, Slovenia** INCOTERMS 2010 and at Supplier's risk. The risk passes to FME only upon the proper delivery.
2. Dispatch notes must be sent to FME in triplicate on the day of dispatch at the latest, stating the order number and order date. Shipment is to be evidenced by a duplicate consignment note. Amounts to be credited for packaging material shall be stated in the dispatch note or the delivery note.

Article 9 Conditions of performance – Procedure

1. Unless otherwise agreed in writing, if preparation of workshop or design drawings is necessary for the fulfilment of orders, which are not included in the drawings and data supplied by FME, Supplier shall prepare these free of charge.
2. Following completion thereof, the drawings are to be delivered to FME, for examination and approval.
3. Unless explicitly requested otherwise by FME, local standards and regulations (e.g. General Product Safety Act, Act Regulating Technical Requirements for Products and Conformity Assessment), the safety regulations of local public authorities are to be observed for all deliveries and services supplied.

Article 10 Special Regulations for Works

1. **Acceptance**
 - a. Supplier will inform FME of the completion and readiness for acceptance in writing. The parties will then jointly conduct the acceptance test.
 - b. An acceptance certificate shall be prepared which shall document all known defects at the time of the acceptance. The acceptance certificate shall be signed by the parties.
 - c. Acceptance may be refused in the case of material defects. A multitude of minor defects shall constitute a material defect.
 - d. For delivery items (e.g. boiler, pressure vessel, etc) which require technical inspection and approval by the German TÜV or any other relevant authority, Supplier shall fulfil all requirements for the timely approval at its own expense and provide to FME the required certificates of inspection. FME reserves the right to inspect the delivery items during production and/or prior to transport at Supplier's site. Such prior inspection does not constitute an acceptance and shall not affect the warranty claims of FME pursuant to Art. 18.
2. **Limitation Period**

In deviation from Art. 18(7) the limitation period for claims based on defects shall commence with the date of acceptance.
3. **Additional Provision for Print Products**
 - a. Supplier must send proof for clearance to FME. Supplier shall start printing only upon FME's written imprimatur. In case Supplier does not comply with this obligation, FME reserves the right to reduction of the fees or cancellation of the contract.
 - b. Data carriers and films are the property of FME. Upon request, Supplier will hand back to FME within two days of FME's request the complete printing documents in proper, ready for print, condition.
 - c. Supplier must archive print data for a minimum of five years after completion of the order.

11. člen Lastninske pravice

1. FME ohrani vse lastninske pravice, pravice intelektualne in industrijske lastninske in znanje (know-how) na vseh specifikacijah, risbah, postopkih, procesnih listih, nosilcih podatkov, filmih in podobnem, ki so na voljo Dobavitelju. Dobavitelj zagotovi, da so takšni izdelki vedno identificirani kot last FME in jih je treba na zahtevo takoj vrniti FME. Poleg tega velja 12(1). člen.
2. Dobavitelj jamči, da v zvezi z njegovo dobavo niso kršene pravice tretjih oseb, zlasti avtorske pravice in pravice industrijske lastnine v Evropi in ZDA.
3. Če tretja oseba zaradi (domnevne) kršitve zakona vloži zahtevek zoper FME, mora Dobavitelj na zahtevo FME nemudoma razbremeniti odgovornosti za te zahtevke. Dobaviteljeva obveznost razbremenitve odgovornosti krije vse stroške FME, ki nastanejo v zvezi s terjatvami tretje osebe.

12. člen Pravice do rezultatov dela / Pravice uporabe

1. Družba FME pridobi izključno lastništvo nad vsemi delovnimi rezultati, ki nastanejo v zvezi z deli ali storitvami, ki jih izvede Dobavitelj, vključno z vsemi osnutki, v času njihovega nastanka in v ustreznem stanju obdelave.
2. Poleg tega FME pridobi izključno vse pravice intelektualne lastnine v zvezi z uporabo in izkoriščanjem, pravice industrijske lastnine in katero koli drugo dovoljenje za objavo, kopiranje, izkoriščanje takšnih rezultatov dela, vključno z vsemi pravnimi položaji v zvezi z idejami, osnutki in stvaritvami v trenutku njihovega nastanka.
3. Zgoraj omenjene pravice intelektualne lastnine dajejo FME nepreklicno pravico, da izključno uporablja in izkorišča rezultate dela za vse znane in še neznane vrste uporabe, in sicer časovno, vsebinsko in prostorsko neomejeno, za vse komercialne in nekomercialne namene. FME ima pravico uporabljati, distribuirati, kopirati, razširjati in dati na voljo javnosti izvirnik in kopije rezultatov dela v kakršni koli obliki brez kakršnih koli omejitev. FME ima poleg tega pravico urejati in spreminjati rezultate dela ter jih uporabljati, kopirati in razširjati. Pravice uporabe programske opreme vključujejo predmet in izvorno kodo take programske opreme. FME ima pravico, da brez kakršnega koli nadomestila za Dobavitelja, delno ali v celoti, za omejeno ali neomejeno obdobje, za plačilo ali brezplačno podeli podlicenco ali prenese zgoraj omenjene pravice uporabe na tretje osebe.
4. Dobavitelj se zavezuje, da se bo, kadar koli bo to ustrezno glede na rezultat dela, zlasti kar zadeva tiskarske izdelke, skliceval na izključno, nepreklicno in časovno, vsebinsko in prostorsko neomejeno pravico do uporabe in izkoriščanja, tako da bo vključil "© xxxx FME", kjer xxxx pomeni leto stvaritve delovnega rezultata.
5. Če dobavitelj naroči podizvajalca, zastopnika ali drugo tretjo osebo za dobavo, storitve ali dela, Dobavitelj zagotovi neovirano podelitev pravic uporabe in izkoriščanja v skladu s tem 12. členom, Dobavitelj pa mora na svoje stroške od tretje osebe pridobiti zahtevane pravice. FME ima pravico pregledati ustrezne oddelke pogodb, sklenjenih s tretjo osebo, Dobavitelj pa jih mora dati na voljo FME na zahtevo FME.
6. V zvezi z drugimi storitvami in blagom bo Dobavitelj FME zagotovil najmanj pravice uporabe in izkoriščanja, ki so FME potrebne za nemoteno uporabo dobavljenega artikla za namene, dogovorjene v naročilu. To vključuje zlasti pravico do kopiranja, spreminjanja, distribucije in javne objave.

13. člen Zaupnost

1. Dobavitelj hrani FME-jeve interne in poslovne informacije in materiale, ki jih FME posreduje Dobavitelju med izvajanjem naročila, zlasti v zvezi s sedanjimi in prihodnjimi raziskovalno-razvojnimi deli, poslovnimi dejavnostmi FME in vse druge informacije v zvezi s katerimi ima FME interes ohraniti njihovo zaupnost (»**Zaupni podatki**«), v strogi zaupnosti in jih ne sme razkriti tretjim osebam brez predhodnega pisnega soglasja FME. Dobavitelj mora brez nepotrebnega odlašanja po zaključku naročila vrniti vse dokumente in materiale, ki vsebujejo Zaupne podatke.
2. Dobavitelj se mora zlasti vzdržati komercialne uporabe ali izkoriščanja Zaupnih podatkov oziroma mora narediti vse kar je v njegovi moči, da jih ne bodo uporabljale tretje osebe.
3. Dobavitelj mora zagotoviti, da njegovi zaposleni, podizvajalci, zastopniki in katera koli tretja oseba spoštujejo zgoraj navedene obveznosti, ne glede na vrsto in pogoje sodelovanja med Dobaviteljem in tretjo osebo. Dobavitelj zadevnim osebam naloži obveznosti glede varovanja zaupnosti, podobne zgoraj navedenim.
4. Obveznost glede varovanja zaupnosti in prepovedi uporabe ne veljata za informacije, v zvezi s katerimi lahko Dobavitelj dokaže, da so bile objavljene ali so bile dostopne javnosti (so bile javno znane, so spadale v stanje tehnike, itd.) že pred sklenitvijo naročila z FME. Obveznost glede varovanja zaupnosti preneha, ko in v kolikor Zaupni podatki postanejo dostopni javnosti med izvajanjem naročila ali po njem, če ne postanejo dostopni javnosti po krivdi Dobavitelja.
5. Obveznost glede varovanja zaupnosti ostane v veljavi še 5 let od datuma zaključka naročila.

Article 11 Property Rights

1. FME shall retain all proprietary, intellectual and industrial property rights and know-how in any specifications, drawings, procedures, process sheets, data carriers, films, and the like made available to Supplier. Supplier shall ensure that such items are always identified as the property of FME and must be returned to FME immediately on demand. In addition, Art. 12(1) shall apply.
2. Supplier guarantees that no third party rights, in particular copyrights and industrial property rights in Europe and the USA, are infringed in connection with its delivery.
3. In the event that FME becomes subject to claims by a third party on account of an (alleged) infringement, Supplier shall immediately upon request indemnify FME against these claims. Supplier's duty to indemnify shall cover all expenses of FME arising of or in connection with the claims asserted by a third party.

Article 12 Rights to work results / use rights

1. FME acquires the exclusive ownership of all work results arising in connection with the works or services provided by Supplier, including any draft materials, at the moment of their creation in their respective processing status.
2. Furthermore, FME acquires exclusively all intellectual property rights of use and exploitation, industrial property rights, and any other permission to publish, copy, exploit in such work results including regarding any legal position with regard to ideas, drafts and creations at the moment of their creation.
3. The aforementioned intellectual property rights entitle FME irrevocably to exclusively use and exploit the work results for all known and yet unknown types of use, unlimited in time, scope and space, for all commercial and non-commercial purposes. FME is entitled to use, distribute, copy, disseminate and make available to the public the original and copies of the work results in any form without any restriction. FME shall furthermore be entitled to edit and modify the work results and to use, copy and distribute the results thereof. The use rights in software include the object and the source code of such software. FME is entitled to sublicense or transfer the aforementioned use rights partially or in total, limited or unlimited in time, either for consideration or gratuitously to third parties, without any compensation for Supplier.
4. Supplier shall refer whenever suitable on a work result, in particular with regard to print products, to FME's exclusive, irrevocable and unlimited in time, scope and space use and exploitation right by including "© xxxx FME", where xxxx stands for the year of creation of the work result.
5. If Supplier commissions a subcontractor, agent, or other third party with the supply, services or works, Supplier ensures the unimpaired granting of the use and exploitation rights in accordance with this Art. 12, and Supplier shall procure the required rights from the third party at its own cost. FME shall be entitled to review the relevant sections of the contracts in place with the third party, and Supplier shall make them available to FME upon FME's request.
6. With regard to other services and goods, Supplier will grant to FME at a minimum the use and exploitation rights required by FME for the unimpaired use of the delivered item for the purposes agreed in the order. This shall in particular include the right to copy, modify, distribute and make publicly available.

Article 13 Confidentiality

1. Supplier shall keep FME's internal and business information and materials, provided to Supplier in the course of the performance of the order, in particular with regard to current and future research- and development work, FME's business activities and any other information with regard to which FME has an interest in confidentiality ("**Confidential Information**") in strict confidence and not make available to any third party without FME's prior written consent. Supplier shall return to FME without undue delay after completion of the order any documents and materials containing Confidential Information.
2. Supplier shall in particular refrain from commercially using or exploiting or having a third party exploit Confidential Information.
3. Supplier shall ensure that its employees, subcontractors, agents, and any third party abide by the aforementioned obligations, regardless of the terms of cooperation between Supplier and the third party. Supplier shall impose on the relevant persons confidentiality obligations similar to the aforementioned obligations.
4. The obligation to confidentiality and the prohibition to use shall not apply to information with regard to which Supplier can prove that it had been published or was already in the public domain (was publicly known, state of the art, etc.) prior to conclusion of the order with FME. The obligation to confidentiality shall end when and to the extent Confidential Information becomes public domain in the course of or after the performance of the order other than through the fault of the Supplier.
5. The confidentiality obligation shall survive 5 years from the date of completion of the order.

6. Dobavitelj se ne sme sklicevati na poslovni odnos z FME brez izrecnega pisnega dovoljenja FME. Oprema, ki je bila izdelana za FME, je lahko razstavljena na sejmih, zgolj s predhodnim pisnim soglasjem FME.

14. člen **Varstvo podatkov**

1. Obdelava osebnih podatkov v zvezi z dogovorom je potrebna za izvajanje pravic in obveznosti na podlagi dogovora. Stranke se zavezujejo, da bodo ravnale v skladu z veljavno zakonodajo o varstvu podatkov v zvezi z vsemi osebnimi podatki, ki se obdelujejo na podlagi dogovora.
2. Stranke soglašajo, da mora vsaka glede svojih zbirk osebnih podatkov sprejeti vse ustrezne tehnične in organizacijske ukrepe za zagotovitev, da se obdelava osebnih podatkov posameznikov, na katere se nanašajo osebni podatki, izvaja v skladu z veljavno zakonodajo o varstvu podatkov.
3. Dobavitelj potrjuje, da ima pristojnost in vsa potrebna pooblastila vseh zadevnih posameznikov, na katere se nanašajo osebni podatki, kot to zahteva veljavna zakonodaja o varstvu podatkov, da lahko FME uporablja in razkriva tovrstne osebne podatke v skladu z dogovorom, in da so bili posamezniki pravilno seznanjeni o njihovi uporabi.
4. FME bo osebne podatke obdeloval tako v papirni kot v elektronski obliki, dokler bo to potrebno na podlagi dogovora, za varovanje pravic FME in/ali izpolnjevanje obveznosti FME, izhajajočih iz veljavnih zakonov, predpisov ali strokovnih standardov.
5. FME lahko z njim deljene osebne podatke prenese drugim družbam, ki so članice FME skupine, podizvajalcem in ponudnikom IT storitev za namene določene v dogovoru. Nekateri od teh prejemnikov se lahko nahajajo izven Evropskega gospodarskega prostora. Tovrstne prenose bo FME izvedel, kjer bo imel zakonsko podlago, da to stori, vključno s prenosi prejemnikom, ki so: (i) v državi, ki zagotavlja primerno raven zaščite osebnih podatkov, ali (ii) v okviru instrumenta, ki pokriva zahteve EU glede prenosa osebnih podatkov obdelovalcem podatkov izven Evropskega gospodarskega prostora.

15. člen **Globalni kodeks ravnanja za dobavitelje / Skladnost s pravnimi določbami / Izjava Dobavitelja**

1. FME podpira vrednote integritete in zakonitega ravnanja, v vseh jurisdikcijah, kjer FME posluje, še posebej v zvezi s preprečevanjem podkupovanja in korupcije, pranja denarja, zagotavljanjem človekovih pravic, socialnih standardov in varstva okolja. FME spoštuje te vrednote pri lastnem poslovanju, kakor tudi v odnosih z dobavitelji. Nadaljnji uspeh in ugled FME je odvisen od skupne zavezanosti k upoštevanju navedenih vrednot. Dobavitelj se skupaj z FME zavezuje k spoštovanju teh temeljnih vrednot z upoštevanjem veljavnih zakonov in predpisov.

Dobavitelj jamči FME, da bodo on in njegove povezane družbe, kot so opredeljene v 527. členu Zakona o gospodarskih družbah (**»ZGD-1«**), spoštovali Globalni kodeks ravnanja za poslovne partnerje Fresenius Medical Care (objavljen na: <https://www.freseniusmedicalcare.com/en/global-code-of-conduct-for-business-partners>) (**»FME CoC BP«**) in vzpostavili ustrezne postopke za zagotovitev, da bodo vsi njegovi Poslovni partnerji in podizvajalci ravnali skladno z FME CoC BP ali primerljivimi standardi.

2. Dobavitelj mora razkriti prisotnost konfliktnih mineralov v rezultatih dela ali kateri koli sestavini ali materialu, vključenem v rezultate dela, v skladu s oddelkom 1502. Dodd-Frank zakona (*Dodd-Frank Wall Street Reform and Consumer Protection Act*). V okviru tega razkritja je potrebno izpolnjen vprašalnik EICC-GeSI predložiti FME najpozneje do 31. januarja vsakega koledarskega leta, v času trajanja naročila, za vse rezultate dela v predhodnem koledarskem letu in vsebujejo konfliktne minerale. Poleg tega je potrebno za iste rezultate dela opraviti skrbni pregled v skladu s smernicami OECD, da se ustrezno določi država porekla (RCOI). Natančna in popolna dokumentacija o skrbnem pregledu se mora hraniti in biti na voljo FME ali revizorju, ki deluje v imenu FME, na njegovo zahtevo.
3. Dobavitelj predloži veljavno izjavo dobavitelja za tekoče koledarsko leto, vključno s carinsko tarifo in državo izvora. Dobavitelj na zahtevo FME predloži veljavno izjavo dobavitelja za tekoče koledarsko leto, vključno z oznako carinske tarife in državo porekla za dobavljene artikole. Dobavitelj se zavezuje, da bo nemudoma obvestil FME, če navedene izjave dobavitelja ne bodo več veljavne.

6. Supplier shall not refer to the business relationship with FME without FME's express written permission. Display of equipment, which has been manufactured for FME, at trade fairs requires FME's prior written consent.

Article 14 **Data Protection**

1. The processing of personal data in connection with the agreement is necessary for the execution of the rights and obligations under the agreement. Parties undertake to comply with the applicable data protection legislation in relation to all personal data processed under the agreement.
2. The parties agree that they are obliged, each with regard to their personal data collections, to take all appropriate technical and organizational measures to ensure that the processing of personal data of data subjects is carried out in accordance with applicable data protection legislation.
3. Supplier confirms that it has the competence and necessary authorisations form all relevant data subjects, as required under applicable data protection legislation, in order for FME to use and disclose such personal data in accordance with the agreement and that such data subjects have been given necessary information regarding its use.
4. FME will process personal data on paper as well as in electronic form, for as long as it is necessary under the agreement, to safeguard the rights of FME and/or fulfil our obligations resulting from applicable laws, regulations or professional standards.
5. FME may transfer personal data shared with it to other companies which are members of FME group, subcontractors and IT service providers for the purposes specified in the agreement. Some of these recipients may be located outside European Economic Area. FME will carry out such transfers of data only where FME has a lawful basis to do so, including to a recipient who is: (i) in a country which provides an adequate level of protection for personal data; or (ii) under an instrument which covers the EU requirements for the transfer of personal data to data processors outside the European Economic Area.

Article 15 **Global Supplier Code of Conduct / Compliance with Legal Provisions / Supplier declaration**

1. FME upholds the values of integrity and lawful conduct, in all jurisdictions FME conducts business, especially with regard to anti-bribery and anti-corruption, anti-money laundering, human rights, social standards and environmental protection. FME upholds these values in its own operations, as well as in its relationships with suppliers. FME's continued success and reputation depends on a common commitment to act accordingly. Together with FME, the Supplier commits to uphold these fundamental values by adherence to applicable laws and regulations.

The Supplier warrants towards FME that he and his affiliates, defined as per Art. 527 of Companies Act (**»ZGD-1«**), shall comply with the Fresenius Medical Care Global Code of Conduct for Business Partners (published on: <https://www.freseniusmedicalcare.com/en/global-code-of-conduct-for-business-partners>) (**»FME CoC BP«**), and shall establish adequate processes to ensure that all of its Business Partners and subcontractors comply with the FME CoC BP or comparable standards.

2. Supplier shall disclose the presence of conflict minerals in the work results or any component or material incorporated in the work results, in accordance with the Dodd-Frank Act Section 1502. Performance of this disclosure shall include submission of a completed EICC-GeSI questionnaire annually to the FME no later than 31 January in each calendar year during the term for all work results delivered in the prior calendar year that contain conflict minerals; and due diligence effort in a reasonable country of origin inquiry (RCOI), conducted per OECD guidance, for the same work results. Accurate and complete documentation of the due diligence shall be maintained and made available to the or a 3rd party auditor acting on FME's behalf, on request.
3. Supplier shall provide a valid supplier declaration for the current calendar year including customs tariff and country of origin. At the request of FME Supplier shall provide a valid supplier declaration for the current calendar year including customs tariff code and country of origin information for items delivered. Supplier undertakes to immediately inform FME if provided supplier declarations are no longer valid.

16. člen
Sankcije / Nadzor izvoza / Carina

1. Informacije o trgovinski usklajenosti FME so na voljo na: <https://www.freseniusmedicalcare.com/en/trade-governance/>.
2. Dobavitelj izpolnjuje vse zakonske, regulativne in industrijske zahteve, ki so pomembne za dobavljeno blago, in bo sprejel vse ukrepe, zlasti pa bo FME zagotovil vse zahtevane informacije v zvezi s tem. Dobavitelj bo FME brez odlašanja obvestil, če je predmet dobave delno ali v celoti predmet uvoznih ali izvoznih omejitev v skladu z nacionalno ali katero koli drugo zakonodajo o zunanji trgovini.
3. Dobavitelj se zlasti zavezuje, da bo spoštoval veljavne trgovinske zakone in predpise, kot so zakoni in predpisi o gospodarskih sankcijah (**»Sankcije«**), zakoni in predpisi, ki urejajo izvoz in ponovni izvoz nadzorovanih predmetov in storitev (**»Izvozne Kontrole«**) ter carinski zakoni in predpisi.
4. Dobavitelj potrjuje, da ni tarča nobenih veljavnih Sankcij in ga, kolikor mu je znano, ne zastopa posameznik oziroma ne deluje v imenu posameznika, na katerega se nanašajo veljavne Sankcije. V primeru, da je Dobavitelj pravna oseba, Dobavitelj tudi potrjuje, da, kolikor mu je znano, ni v lasti ali pod nadzorom (neposredno ali posredno) posameznika za katerega veljajo veljavne Sankcije.
5. Dobavitelj bo nemudoma in brez odlašanja obvestil FME, če katerega od teh izjav ni več veljavna.
6. Dobavitelj bo nemudoma obvestil FME, če za predmet dobave veljajo uvozne ali izvozne omejitve v skladu z veljavno trgovinsko zakonodajo/Izvoznimi Kontrolami.
7. FME ima pravico, da po lastni presoji nemudoma prekine katero koli naročilo, transakcijo ali izpolnjevanje katere koli obveznosti do Dobavitelja, ne da bi pri tem utrpel kakršno koli škodo, če bi izpolnjevanje obveznosti FME kršilo veljavne Sankcije in/ali Izvozne Kontrole. Poleg tega ima FME pravico, da brez kakršne koli škode nemudoma prekine ali prekliče katero koli naročilo, če so izjave Dobavitelja v skladu s tem 15. členom bistveno netočne.

17. člen
Varstvo kupcev

1. Dobavitelj zagotavlja FME varstvo kupcev v zvezi z vsakega kupca, o kateri je Dobavitelj obvestil FME, za obdobje dveh let od datuma najnovejšega naročila FME pri Dobavitelju v imenu tega kupca.
2. Dobavitelj posreduje neposredne poizvedbe takšnih kupcev FME-u.
3. Izvzeti iz takšnega varstva kupcev so redni poslovni odnosi med Dobaviteljem in takim kupcem FME-a, za katere je mogoče dokazati, da so obstajali že pred prvim naročilom FME.

18. člen
Jamčevalni zahtevki

1. Dobavitelj jamči, da noben dostavljeni izdelek nimajo stvarnih napak in pravnih napak in so v skladu z najsodobnejšo znanostjo in tehnologijo ter veljavnimi standardi, zakonskimi določbami ter pravili in predpisi ter smernicami javnih organov in strokovnih združenj. Za vsako odstopanje od zgoraj navedenega je potrebna predhodna pisna odobritev FME. Taka odobritev ne omejuje odgovornosti Dobavitelja za napake.
2. Če ima Dobavitelj kakršne koli pomisleke glede vrste izvedbe, ki jo zahteva FME, mora Dobavitelj o tem nemudoma pisno obvestiti FME.
3. FME mora nemudoma obvestiti Dobavitelja o očitnih napakah dobavljenega blaga, takoj ko se te napake odkrijejo pri običajnem poslovanju, vendar najpozneje v 10 delovnih dneh od prejema dobave. V primeru skritih napak bo FME pisno obvestilo Dobavitelja najpozneje v 10 delovnih dneh od datuma odkritja takih skritih napak.
4. V primeru napak je FME upravičen zakonskih zahtevkov brez omejitev. Na splošno ima FME pravico izbrati vrsto jamčevalnega zahtevka. Dobavitelj lahko zavrne jamčevalni zahtevek, ki ga zahteva FME, le v primeru če ga je mogoče izpolniti samo z nesorazmernimi stroški. Dobavitelj je dolžan nositi vse stroške, potrebne za odpravo napak ali zagotovitev nadomestne dobave. Dobavitelj nosi stroške preskušanja in popravka (vključno s stroški namestitve in odstranitve), tudi če se izkaže, da napake v resnici ni bilo.
5. FME si izrecno pridržuje pravico zahtevati odškodnino v skladu z zakonskimi določbami.
6. V primeru neposredne nevarnosti ali posebne nujnosti je FME upravičen odpraviti napako na stroške Dobavitelja, potem ko je o tem ustrezno obvestil Dobavitelja, razen če bi bilo mogoče Dobavitelju dati možnost, da odpravi napako.
7. Zastaralni rok za jamčevalne zahtevke je 3 leta od dneva dobave. Če dobavitelj napako odpravi z izročitvijo drugega izdelka brez napake, začne teči zastaranje znova z dnem dobave izdelka brez napak.
8. Zastaralni rok za jamčevalne zahtevke se ne izteče pred iztekom zastaralnega roka za jamčevalne zahtevke strank FME do FME v zvezi z izdelki in storitvami, ki jih je FME pridobil od Dobavitelja v imenu teh FME-jevih strank za predvideno nadaljnjo prodajo.

Article 16
Sanctions / Export Controls / Customs

1. Information on FME's Trade Governance standards is available at: <https://www.freseniusmedicalcare.com/en/trade-governance/>.
2. Supplier complies with all statutory, regulatory and industry-specific requirements relevant for the delivered goods and shall take any measures and, in particular, shall provide FME with any required information required in that regard. Supplier will inform FME without delay, if a delivery item is subject to import or export restrictions under national or any other external trade law in whole or in part.
3. In particular, Supplier undertakes to comply with applicable trade laws and regulations, such as economic sanctions laws and regulations (**"Sanctions"**), laws and regulations governing the export and re-export of controlled items and services (**"Export Controls"**) and customs laws and regulations.
4. Supplier confirms that it is not targeted by any applicable Sanctions, and to the best of its knowledge, that it is not represented by or acting on behalf of a person subject to applicable Sanctions. In case Supplier is a legal entity, Supplier also confirms to the best of its knowledge that it is not owned or controlled, directly or indirectly, by a Person subject to applicable Sanctions.
5. Supplier shall inform FME immediately without delay in case any of these confirmations are no longer valid.
6. Supplier shall inform FME immediately without delay, in case a delivery item is subject to import or export restrictions under applicable trade laws/Export Controls.
7. FME has the right, at its sole discretion, to immediately suspend any order, transaction or the performance of any obligation towards Supplier, without incurring any damages, in case the performance of FME's obligations would violate applicable Sanctions and/or Export Controls. Furthermore, FME has the right, without incurring any damages, to immediately terminate or cancel any order in case Supplier's confirmations under this Art. 15 are materially incorrect.

Article 17
Customer Protection

1. Supplier grants FME customer protection in respect of each customer, about which Supplier was informed by FME, for a period of two years from the date of the newest order with Supplier by FME on behalf of such customer.
2. Direct inquiries of such customers are to be passed on to FME by Supplier.
3. Exempt from such customer protection are regular business relations between Supplier and such FME customer, which can be shown to have already existed prior to the first order from FME.

Article 18
Claims for Defects

1. Supplier warrants that all delivered products are free from material defects and defects in title and comply with the state of the art of science and technology and the applicable standards, legal provisions and the rules and regulations and guidelines of public authorities and professional associations. Any deviation from the above requires FME's prior written approval. Such approval shall not limit Suppliers' liability for defects.
2. If Supplier has any concerns in respect of the type of execution requested by FME, Supplier shall notify FME thereof in writing without delay.
3. FME shall notify Supplier of obvious defects of the delivered goods without delay, as soon as such defects are detected in the course of the orderly business processes, however no later than 10 working days from the receipt of the delivery. In case of hidden defects FME will notify Supplier in writing at the latest 10 working days from the date of detection of such hidden defects.
4. In case of defects, FME shall be entitled without restriction to the statutory claims. Generally, FME is entitled to select the manner of subsequent performance. Supplier may only refuse the remedy requested by FME, if it is only possible at disproportionate costs. Supplier is obliged to bear all expenses required in order to eliminate the defects or to provide a replacement delivery. Supplier shall bear the costs of testing and rectification (including the costs of fitting and removal), even if it transpires that there was in fact no defect.
5. FME's right to claim damages pursuant to the statutory provision is expressly reserved.
6. In case of imminent danger or particular urgency, FME shall be entitled to remedy a defect at Supplier's expense, after having properly notified Supplier, unless it would have been possible to give Supplier an opportunity to remedy the defect.
7. The period of limitation for claims based on defects is 3 years as of delivery. If Supplier eliminates the defect by replacing the delivery with one free from defects, the period of limitation starts anew with the delivery of the defect-free product.
8. The period of limitation for claims in connection with defects shall not expire prior to the expiration of the limitation period for claims by FME's customers against FME in connection with defects for products and services, which FME obtained from Supplier on behalf of such FME's customers for the intended resale, ends.

19. člen
Odgovornost / Odgovornost za izdelek

1. Odškodninska odgovornost Dobavitelja je neomejena.
2. Dobavitelj odgovarja za napake svojih zakonitih zastopnikov, posrednikov in zastopnikov, kot da bi bile napake njegove.
3. Če se tretje osebe sklicujejo na odgovornost FME na podlagi odgovornosti za izdelek, je Dobavitelj dolžan FME razbremeniti odgovornosti za takšne zahteve, če je škoda nastala zaradi pomanjkljivih pogodbenih izdelkov, ki jih je dobavil Dobavitelj. V primeru krivdne odgovornosti, to velja le, če je kriv Dobavitelj. V kolikor je vzrok za škodo v pristojnosti Dobavitelja, Dobavitelj nosi dokazno breme, da ni bil kriv.
4. Dobavitelj je dolžan skleniti ustrezno zavarovalno kritje za vsa tveganja odgovornosti za izdelek in omogočiti vpogled v zavarovalno polico na zahtevo FME. Če je FME upravičen do nadaljnjih odškodninskih zahtevkov, to ostane nespremenjeno. V tem kontekstu mora Dobavitelj FME razbremeniti odgovornosti v zvezi s 8. odsekom (členi 186 - 188) Obligacijskega zakonika Slovenije (OZ), ki je posledica ali v povezavi s kakršnim koli odpoklicem, ki ga izvede FME. V obsegu, v katerem je to izvedljivo in razumno, bo FME Dobavitelja vnaprej obvestil o vsebini in obsegu odpoklica, ki ga je treba izvesti, in mu dal možnost, da se o njem izjasni. Drugi zakonski zahtevki ostajajo nespremenjeni.

20. člen
Odstop terjatev / Pooblastilo za izterjavo / Lastninski pridržek

1. Brez predhodnega pisnega soglasja Dobavitelj nima pravice v celoti ali delno prenesti svojih terjatev do FME ali zahtevati, da jih tretja oseba izterja.
2. Veljavnost podaljšanega lastninskega pridržka ali rezervacije tekočega računa za Dobavitelja je izključena. V zvezi s pošilkami ni nobenih pravic tretjih oseb. V kolikor je dogovorjeno, ima Dobavitelj običajen lastninski pridržek nad dobavljenimi izdelki, vse lastninske pravice pa se prenesejo na FME ob popolnem plačilu kupnine. Dobavitelj lahko zahteva vračilo pošiljke na podlagi lastninskega pridržka samo, če je predhodno odstopil od prodajne pogodbe/naročila.
3. Vsi materiali, ki jih FME posreduje Dobavitelju za izvajanje pogodbe, ostanejo v lasti FME. Dobavitelj obdeluje ali spreminja materiale v imenu FME. Če so materiali, ki jih je zagotovil FME, predelani ali neločljivo pomešani z drugimi predmeti, ki ne pripadajo FME, pridobi FME solastninsko pravico na novih izdelkih v enakem razmerju kot je bila vrednost materialov, ki jih je zagotovil FME (nabavna cena plus DDV) v primerjavi z vrednostjo drugih materialov. V primeru, da se nova stvar Dobavitelja šteje za glavno stvar, se stranki strinjata, da bo Dobavitelj sorazmeren del lastninske pravice prenesel na FME kot solastninsko pravico. V tem primeru bo Dobavitelj upravljal premoženje kot v »trustu« za FME.

21. člen
Prenos Pogodbe / Sprememba firme družbe

1. Dobavitelj mora v primeru prenosa pogodbe po zakonu in v primeru spremembe firme družbe Dobavitelja nemudoma obvestiti FME.

Article 19
Liability / Product Liability

1. Supplier's liability for damages shall be unlimited.
2. Supplier is liable for faults through its legal representatives, vicarious and performing agents as if they were its own faults.
3. If FME is held liable by a third party on the basis of product liability, Supplier shall be obliged to indemnify FME from such claims, to the extent that the damage resulted from defective contractual products delivered by Supplier. In cases of liability depending upon culpability, however, this only applies if Supplier is at fault. Insofar as the cause of the damage is within the scope of the responsibility of Supplier, Supplier shall bear the burden of proof that it was not at fault.
4. Supplier is obliged to take out adequate insurance coverage against all product liability risks, and to make the insurance policy available to FME for review upon request. If FME is entitled to further damages, these remain unaffected. Within this context Supplier shall indemnify FME pursuant to section 8 (Art. 186 - 188) of the Slovenian Obligations Code (OZ) resulting from or in connection with any recall campaign implemented by FME. To the extent feasible and reasonable, FME will notify Supplier concerning the content and extent of the recall to be implemented in advance and give it the opportunity to comment on the same. Claims under statutory law shall remain unaffected.

Article 20
Assignment of Claims / Collection Authorization / Retention of Title

1. Without prior written consent, Supplier is not entitled to assign his receivables against FME in whole or in part or to have a third party collect them.
2. The validity of a prolonged or extended retention of title or a current account reservation for Supplier is excluded. There are no third-party rights to the delivery items. To the extent agreed, Supplier is entitled to a simple retention of title to the delivered items, all rights to title are transferred to FME upon complete payment of the purchase price. Supplier may only ask for the return of the delivery item on the basis of retention of title, if it has withdrawn from the sales contract/order beforehand.
3. Any materials provided by FME to Supplier for performing the contract remain the property of FME. Processing or alterations by Supplier are undertaken on behalf of FME. If the materials provided by FME are processed or inseparably mixed with other items not belonging to FME, FME shall have the right to co-ownership of the new items in the same proportion as that of the value of the materials provided by FME (purchase price plus value added tax) related to the value of the other materials. In the case the new item of Supplier is to be regarded the main item, the parties hereby agree that Supplier shall transfer proportionate co-ownership to FME. Supplier shall hold the asset on trust for FME.

Article 21
Transfer of Contract / Change in Name

1. Supplier shall inform FME immediately of any transfer of contract by operation of law and any change of its company name.

22. člen
Kraj izročitve / Pristojnost / Veljavno Pravo / Delna ničnost

1. Kraj izročitve je določen v naročilu.
2. Ob upoštevanju naslednjih določb tega drugega stavka je krajevno pristojno sodišče v kraju sedeža FME, in sicer za vse spore, ki izhajajo neposredno ali posredno iz pogodbenega razmerja med FME in Dobaviteljem ali so v zvezi z njim. Vendar ima FME pravico vložiti tožbo proti Dobavitelju na katerem koli drugem stvarno pristojnem sodišču.
3. Za te Splošne pogoje nakupa in celotno pravno razmerje med FME in Dobaviteljem velja pravo Republike Slovenije brez upoštevanja njegovih kolizijskih pravil. Uporaba Konvencije ZN o pogodbah o mednarodni prodaji blaga je izključena.
4. V kolikor bi se izkazalo, da je katera koli določba teh Splošnih pogojev nakupa ali določba v okviru drugih dogovorov z Dobaviteljem neveljavna ali neizvršljiva, to ne vpliva na veljavnost vseh drugih določb ali dogovorov. V tem primeru se morata stranki nadomestiti takšno neveljavno oziroma neizvršljivo določbo z novo, veljavno in izvršljivo določbo, ki je najbolj podobna doseženemu ekonomskemu in pravnemu namenu neveljavne oziroma neizvršljive določbe. Zgoraj navedeno velja tudi v primeru nenamernih praznin.
5. Prevlada slovenska različica teh Splošnih pogojev nakupa.

23. člen
Razno

1. Ti Splošni pogoji nakupa postanejo za Dobavitelja zavezujoči na dan sprejema naročila / sklenitve dogovora in veljajo brez izrecnega Dobaviteljevega podpisa, razen če se FME in Dobavitelj v naročilu / dogovoru ali drugem dokumentu ne dogovorita drugače.
2. FME si pridružuje pravico kadarkoli spremeniti Splošne pogoje nakupa. FME je dolžan o tem obvestiti Dobavitelja na primeren način (individualno obvestilo, objava v javnih občilih ali na spletni strani in podobno). Sprememba Splošnih pogojev nakupa pravil stopi v veljavo z dnem objave obvestila, vendar se začne uporabljati 30. dan od objave obvestila, razen če veljavni predpisi določajo drugače.
3. Te Splošne pogoje nakupa je sprejelo poslovodstvo FME in se uporabljajo od 1. februarja 2025.

Article 22
Place of Performance / Place of Jurisdiction / Applicable Law / Partial Invalidity

1. The place of performance is stipulated in order.
2. Subject to the following provisions in this sentence 2, FME's registered seat is the sole place of jurisdiction for all disputes arising directly or indirectly out of or in connection with the contractual relationship. However, FME shall be entitled to bring legal action against Supplier in any other competent legal court.
3. These General Terms of Purchase and the entire legal relationship between FME and Supplier shall be governed and construed in accordance with the laws of Slovenia without regard to the conflict of laws principle. The application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.
4. If a provision in these General Terms of Purchase, or a provision within the scope of other agreements with Supplier, is or becomes invalid or unenforceable, the validity of all other provisions or agreements shall not be thereby affected. In such a case, the parties shall replace any such invalid or unenforceable provision by a valid and enforceable provision, which most closely resembles the pursued economic and legal purpose of the invalid or unenforceable provision. The preceding also applies in the case of an unintended gaps.
5. The Slovenian version of these General Terms of Purchase shall prevail.

Article 23
Miscellaneous

1. These General Terms of Purchase shall be considered binding on the Supplier on the date of accepting the order / conclusion of the agreement and shall be valid without the signature of the Supplier, unless otherwise specified by the order / agreement or other document concluded between FME and Supplier.
2. FME reserves the right to amend these General Terms of Purchase at any time. FME is obliged to inform the Supplier in an appropriate manner (individual notice, publication in the public media or on the website, etc.). The amendment of the General Terms of Purchase shall enter into force on the day of publication of the notice, but shall apply from the 30th day after the publication of the notice, unless the applicable regulations provide otherwise.
3. These General Terms of Purchase have been adopted by the management of FME, and shall apply from February 1st, 2025.

V Celju, 31.1.2025