

## General Purchasing Terms of Strip's d.o.o. Rev. 1

### I. Conclusion of Contract/Legal Form Requirements

1. Any legal relationship between the supplier and us is the subject matter in Commercial code and it follows the consequent terms and conditions. The conditions stipulated by the supplier as well as the variant agreements will be applicable only if they are confirmed in the written form. Neither our silence and the fact that we do not expressly declare an agreement nor our acceptance of the payments of goods or services shall be construed as an acknowledgement.

2. Unless otherwise provided in these Terms and Conditions, the contract and any amendments thereto, side agreements, termination statements and any other statement or notice require a text form. If the supplier fails to accept the order within one week of contract reception, we have got the right to withdraw the contract at any time.

### II. Scope of Deliveries/Changes in Scope of Deliveries

1. The supplier shall ensure that he is regularly and timely informed of all information relevant for our intended use of the goods supplied and of information and conditions, insofar as this information is relevant to the fulfilment of the supplier's contractual obligations.

2. The supplier guarantees that its deliveries include all performances required for their correct, safe and economic use/implementation; that they are suited for the intended use and comply with our requirements. When carrying out its performance(s), the supplier will observe all relevant standards, laws and legal regulations, in particularly those concerning hazardous materials and dangerous goods, the protection of the environment and the prevention of accidents. The supplier will also act in compliance with generally acknowledged safety and industrial medicine specifications as well as with our own company standards. The supplier shall notify us of any governmental permits or notification requirements that may be required for the import and the use of the delivered items.

3. We are entitled to request from the supplier modifications in the design and construction of the supplied items, so long as supplier can be reasonably expected to meet such requests. The supplier shall implement the modifications within a reasonable period of time. Mutually satisfactory agreements shall be concluded concerning the consequences of such modifications, in particular with regard to delivery dates, extra and reduced costs. We will determine such consequences within our reasonable discretion if agreement regarding the matters outlined in the previous sentence cannot be reached within a reasonable period of time.

### III. Prices/Payment Terms

1. The agreed prices are the firm prices. All deliveries shall contain relevant original delivery documents which at the minimum include information on the place of unloading, supplier number, part number, quantity, price per piece and volume per delivery.

2. As long as Strip's remains reasonably compliant with its contractual obligations, the supplier is not entitled to transfer the claims against Strip's to a third party, or to have such claims collected by third parties. In any case the supplier is required to inform Strip's of its intention to transfer its claims prior to any transfer.

### IV. Delivery Terms

1. All deliveries are DDU (most recent Incoterms) to a location determined by us and unless determined otherwise including the packaging and protection. Our company and the consignee determined by our company shall be advised about a shipment on the day of its dispatch. Each shipment shall include a delivery note in duplicate listing our order number, item number and supplier number.

### V. Delivery Dates/ Default in Delivery

1. The supplier is responsible for performance of the contract in accordance with agreed terms. Delivery of goods to us or to any recipient determined by us shall be regarded as a decisive factor for keeping the term or delivery time. The supplier is bound to inform us immediately in written form about any default in delivery, indicate the reasons for such default in delivery and its expected duration. The supplier may refer to reasons of default for which he is not bearing responsibility only if he has met his liability to notify.

2. In case of default in delivery we are entitled to demand a contractual penalty from the supplier. This penalty is 0,5 % for each week or part of a week, the maximum penalty is 5 % of the total order value. This agreement pertaining to the contractual penalty or enforcement thereof shall not affect any justified legal claims for a default in delivery.

### VI. Confidentiality/Information

1. The supplier shall keep secret all information, including the drawings, documents, know how, samples, production devices, models, media (collectively, the "Information"), may not make such information available to the third parties without our written consent and may not use such information for the purposes other than as determined by us. These obligations are valid mutatis mutandis also to copies and duplicates. This confidentiality obligation does not apply to information that the supplier had already obtained legitimately at the time of disclosure provided such information was not subject to a confidentiality obligation, that the supplier later obtains legitimately without being obligated to keep such information confidential, that is or becomes generally known without any breach of contract by one of the parties or for the disclosure or the independent use of which the supplier has received permission.

2. The supplier may not advertise its business relationship with us without our prior written consent. We retain title and reserve all other rights (such as copyright) to the information, which we presented.

3. The copies may be made only with our prior written consent. The title to the copies passes to us at the time such copies are created. The supplier hereby agrees with us that the supplier stores the copies on behalf of our company as the bailee. The supplier agrees to properly store at its expense all documents and other objects, including copies thereof, that were made available to supplier, to keep them in perfect condition, to obtain insurance for them and to return them to us or destroy them, in each case upon our request. The supplier has no right, on whatever grounds, to retain such objects. The supplier shall confirm the complete return or destruction of the relevant object in writing.

4. If the supplier breaches its obligations set for the point VI 1., a contractual penalty in the amount of Euro 50.000 shall become due and payable immediately for each breach. The supplier shall retain the right to have the contractual penalty determined by a court decision. Damages shall be set off against any paid contractual penalties.

### VII. Quality Control/Inspection of Incoming Goods

1. The supplier is responsible for creating its certification of quality management according to ISO9001 and/or all parameters which are aspects of requirement by ISO9001 without certification.

2. The supplier must maintain the written records for all goods delivered to us, such the records to reflect when, how and by whom the manufacture free of defects of the delivered goods has been ensured.

3. Before the serial deliveries of the new specific products, the supplier shall make the samples in volume and according to the procedure defined in the purchase order (e.g. according PPAP, PPF...). The supplier cannot start the serial production without the allowance of the samples of the new specific products.

4 Any changes of the delivery object shall be approved by the customer in advance. This is valid also for all sub-suppliers.

5. The supplier is obligated to manage constantly the capability of its processes and to control the quality of its product and service deliveries.

6. The supplier is obligated to justify the arguments about the standing of its processes, at the base of the customer demand (e.g. to show the capability Cp, Cpk  $\geq$  1,33) and justify the quality of the delivery (e.g. the declaration about the conformity or the certificate about the accordance of the product).

7. The input quality inspection of the products and the services can be executed only with the respect on the expressly visual defects and evidently identifiable deviations of the volume and identity. These defects will be immediately claimed by us in the form of a claim report. We appropriate the right to perform the more specific input control of the products. Further we will claim the defects identified in our production process, or if we receive the claim by our customer with the clearly defect of delivered material from the supplier according to the trade proceeding. The supplier declares off the right for the veto to the delayed claimed defects. In the case of the finding out the defects we are entitled to return all delivery to supplier.

8. The supplier is obligated to settle up the claims of the purchased products and services according to the mutual agreement with the customer. To the appreciated claims the supplier shall admit the actions noticed at our claim report, or in the form of 8D methods – the first three steps with the immediate actions till 48 hours, the complete performance of 8D till 10 working days.

#### VIII. Warranties/Reimbursement of Costs/Warranty Period/Insurance

1. If the goods delivered are defective, our claims follow the legal regulations unless the following conditions provide otherwise. If the operational safety is threatened, if there is a danger of unusually high damages or for the purpose of maintaining our ability to supply our customers we shall be entitled, following notification of the supplier, to remedy the defects by ourselves or have them remedied by a third party. The costs incurred this way shall be borne by the supplier. The supplier is responsible for all direct and indirect damages and costs resulting from defects of the goods. The costs for incoming goods inspection exceeding usual scope of inspection shall be reimbursed, if it was found out that the number of defect parts exceed agreed parts per milion (PPM) per individual delivery or by annual delivered quantity. This applies for the partial/complete incoming deliveries inspection as well in further course of business at our company or at our suppliers'. If the supplier avails itself of a third party to carry out a performance, the supplier will be held responsible for its performance as if he provided it by himself.

2. The supplier shall reimburse our and our customer's costs incurred in situations leading up to or arising in connection with liability for defects to the extent such costs have been incurred for the purpose of avoiding, preventing or mitigating damages (e.g. recalls).

3. The supplier shall reimburse all the costs towards our customers arising from defects of supplier's shipments that we are obligated to bear by law.

4. Unless mandatory law provides otherwise, the supplier is liable for damages arising within 24 months of supplying/ taking-over a delivery (if collection of goods is required by law or contractually agreed upon). In case of additional supplying /removal of defects this period is extended by the time during which the delivery item cannot be used. For additional supplying/removal of defects the same terms apply.

5. The supplier shall, throughout the term of the supply relationship, maintain adequate insurance with respect to the risks of this item VIII. Upon request the supplier shall furnish us with evidence of such coverage.

#### IX. Development of suppliers

1. The suppliers are according to importance of purchased material, products or services and their impact to compliance of customer requests and based on internal evaluation of suppliers results included to process of „Improvement of suppliers“.

2. Improvement of suppliers is provided by:

- Clear requests for purchasing of goods and services given to suppliers
- Establishing of objectives for customers
- Harmonization of quality and environmental systems of both customer and supplier side
- Applying the supervision of the supplier in accordance with paragraph VII. aVIII.
- Regular evaluation of the qualitative capabilities of suppliers and information about trends and results of the evaluation
- Organizing joint meetings with suppliers for consultation of requirements of quality systems, environmental systems, processes and products.

3. Agreement of supplier objectives. Supplier has to systematically improve the effectiveness of own management system and quality of activities, processes and goods to reach the customer requests and expectations in each of regular supplies.

The supplier has to try to reach the following objectives:

- 100% fulfillment of delivery terms
- Quality level of supplies ppm <500
- Evaluation of supplier capabilities QP in „A/AB“ category
- Achieve result of supplier evaluation as „Excellent supplier“

4. The supplier who achieved in a two-year evaluation period:

- Evaluation of reliability of supplier QP in „A“ category
- Quality level of supplies ppm=0
- At least four times in a row evaluation of supplier QD in „A“ category

...the supplier receives evaluation as „Excellent supplier“ with right to selfevaluation of supplies quality.

5. The escalation of problematic suppliers for direct materials and services, which influence the product. In the case of the iterative claims of the purchased material and services the customer commences the escalatory plan towards the supplier [see next page]:

Action	Date
1. The demand to solve the claims in 8D form.	In case of the first claim.
2. In case of the suppliers chosen by the end-customer – including the end-customer in the process of solving the problems with supplier.	In case of the second iterative claim.
3. Strip's d.o.o. invites supplier on a technical meeting where he presents a solution to improve quality.	In case of the third iterative claim, the tendency is not improving.
4. Implementation of 100% input inspection – costs are transferred on the supplier.	In case of the third iterative claim, the tendency is not improving.
5. Start of process for new supplier approval.	The supplier chosen by the End-customer – according to the customer directions.
	The supplier chosen by Strip's d.o.o. – in case of the fifth iterative claim, the tendency is not improving.
	The supplier chosen by Strip's d.o.o. – in case of the evaluation in „C“ category, the tendency is not improving.
6. Attention – proposal to terminate cooperation with the supplier.	The supplier chosen by the end-customer – according to the customer directions
	The supplier chosen by Strip's d.o.o. – in case of the fifth iterative claim, the tendency is not improving.
	The supplier chosen by Strip's d.o.o. – in case of the evaluation in „C“ category, the tendency is not improving.
7. Remove the supplier from the list of approved suppliers.	Latest in two months from the date of choosing and approving the new supplier.

Terminated supplier can again be put on the „List of the approved suppliers“ in case of positive results after the iterative tender.

#### X. Workings at our premises

Persons who work at our premises within the scope of performance of the contract shall adhere to our regulations providing for safety and protection of health at work and fire prevention regulations; the regulations relating to movement of persons in our premises shall also be observed.

#### XI. Material

The packaging and tools provided by Strip's d.o.o. such as substances, parts, containers, special packaging, tools, measuring instruments or substances or similar items remain our property. In cases of specification of Accessories, union of Accessories or mixture of Accessories, we will become co-owners of the new goods. Our co-ownership share shall be equal to the proportionate value of the Accessories compared to the overall value of the new item. Accessories may be copied or duplicated only with our prior written consent. The copies or duplicates become our property upon creation. The supplier shall not have any rights of retention on whatever basis to the Accessories. Neither Accessories nor copies or duplicates thereof may be made

available to third parties and may not be used for any other purposes other than the agreed upon purpose.

#### XII. Tools

1. Notwithstanding any other agreement to the contrary, we shall receive full ownership or co-ownership of the tools to the extent we have contributed to the proven costs for tools used in the manufacture of the supplied goods. We will acquire co-ownership of the tools upon payment. The tools shall remain on loan with the supplier.

2. The supplier shall require our consent to dispose of the tools, to move the location of the tools or to disable the tools permanently. The supplier shall label the tools as our property or property held in co-ownership, as applicable. The supplier shall bear the costs for the maintenance, repair and replacement of the tools.

3. We shall have title in the replacement tools in the same proportion as in the original tools. In cases of co-ownership of a tool we shall have a right of first refusal with respect to the co-ownership share of the supplier. The supplier must use tools co-owned by us exclusively for the purpose of manufacturing the supplied goods.

4. After the end of deliveries, the supplier must, upon our request, immediately turn over the tools to us. For tools co-owned by us we must, following hand over of the tools to us, reimburse the supplier for the then present value of the supplier's co-ownership share. In no event shall the supplier have a right to retain the tools.

5. The supplier's obligation to turn over the tools shall apply also in case of an insolvency application with respect to the supplier and in cases of long-term interruptions of the supply relationship. The supplier shall insure the tools within the agreed upon scope or, in case of absence of such agreement, within the customary scope.

#### XIII. Software

The supplier agrees to adjust/improve the software in accordance with our instructions and in return for an appropriate reimbursement of costs for a period of 5 years from receipt of the ordered product, unless the scope of the delivery includes standardized software. To the extent that the software is supplied by the supplier, the supplier must ensure that the original supplier has the appropriate obligations.

#### XIV. Force Majeure/Long Term Inability to Deliver

1. Industrial conflicts, riots, acts of government and any other events that are unpredictable and unpreventable exempt both us and the supplier from the contractual obligations, in each case for such time as the disturbance exists and within the scope of its effects. The party affected by the force majeure event must fully inform the other party and must make all efforts, within the limitations of what can reasonably be expected, to limit the effects of such events. The party affected by the force majeure event must notify the other party without undue delay of the end of the force majeure event.

2. In cases of a long term inability to deliver, cessation of payments, the opening of an insolvency proceeding, the refusal to open insolvency proceedings due to insufficient assets or the commencement of comparable proceedings with respect to one of the parties the other party shall be entitled to rescind the contract with respect to the part that has not yet been performed. If one of the foregoing events occur with respect to the supplier, the supplier shall support us to the best of its abilities in our efforts to move the manufacture of the supplied item(s) to us or to a third party, which support shall include the granting of licenses to intellectual property rights to the extent such rights are necessary for the manufacture of the relevant product(s), such licenses to be granted on terms customary in the industry.

**XV. Miscellaneous**

1. Place of fulfilment for all deliveries and performances is the place of destination specified by us.
2. The contractual relationship shall be governed by the law of Slovenian republic, excluding Slovenian conflict of laws rules and the provisions and of the UN Convention on Contracts for the International Sale of Goods (CISG). The competent place of jurisdiction is the city of Ljubljana, unless an other exclusive place of jurisdiction has been agreed upon.
3. If a specific provision of these terms and conditions is or becomes invalid, the remaining terms and conditions shall remain valid.
4. We declare that all private data will be recorded according to the law Zakon o varstvu osebnih podatkov (ZOVP-01) UL. 94/7 and its revision and will be executed only for the trade transactions.

## Splošni nabavni pogoji podjetja Strip's d.o.o. Rev. 1

### I. Sklenitev pogodbe/zahteve glede pravne oblike

1. Vsakršno pravno razmerje med dobaviteljem in nami je predmet trgovinskega zakonika in upošteva iz tega izhajajoče pogoje. Pogoji, ki jih določi dobavitelj, kot tudi dodatni dogovori, veljajo samo, če so potrjeni v pisni obliki. Niti naš molk in dejstvo, da ne podamo izrecne privolitve, niti naše sprejetje plačila blaga ali storitev se ne smejo razlagati kot potrditev.

2. Pogodba in vse njene spremembe, dodatni dogovori, izjave v zvezi s prekinitvijo pogodbe in vse druge izjave ali obvestila zahtevajo pisno obliko, v kolikor ti pogoji ne narekujejo drugače. Če dobavitelj ne sprejme naročila v roku enega tedna od prejema pogodbe, imamo pravico, da kadarkoli odstopimo od pogodbe.

### II. Obseg dobave/spremembe v obsegu dobave

1. Dobavitelj mora zagotoviti, da bo redno in pravočasno seznanjen z vsemi informacijami, pomembnimi za našo predvideno uporabo dobavljenega blaga ter z vsemi podatki in pogoji, v kolikor so te informacije pomembne za izpolnitev dobaviteljevih pogodbenih obveznosti.

2. Dobavitelj zagotavlja, da njegova dobava vključuje vse procese, ki so potrebni za pravilno, varno in ekonomično uporabo/izvedbo; da je dobavljeno blago primerno za predviden namen uporabe in ustreza našim zahtevam. Med izvajanjem procesov dobavitelj upošteva vse relevantne standarde, zakone in pravne predpise, zlasti tiste, ki se nanašajo na nevarne materiale in blago, varovanje okolja in preprečevanje nezgod. Dobavitelj prav tako ravna v skladu s splošnimi specifikacijami za varnost in industrijsko medicino ter našimi lastnimi standardi v podjetju. Dobavitelj nas obvesti o kakršnihkoli vladnih dovoljenjih ali zahtevah za obveščanje, ki so morda potrebni za uvoz in uporabo dobavljenih izdelkov.

3. Od dobavitelja smemo zahtevati spremembe v obliki in strukturi dobavljenih izdelkov, v kolikor je razumno pričakovati, da bo lahko dobavitelj te zahteve izpolnil. Dobavitelj je dolžan te spremembe izvesti v razumnem roku. Sklenejo se obojestransko zadovoljivi dogovori, ki se nanašajo na posledice takšnih sprememb, zlasti v zvezi z dobavnimi roki, dodatnimi in znižanimi stroški. Tovrstne posledice bomo določili v okviru razumne presoje, v kolikor v razumnem roku ni mogoče skleniti dogovora v zvezi z zadevami, ki so opredeljene v prejšnji povedi.

### III. Cene/plačilni pogoji

1. Dogovorjene cene so fiksne cene. Vse pošiljke vsebujejo originalne račune, ki vključujejo kraj raztovarjanja, številko dobavitelja, številko dela, število kosov, ceno na kos in količino posamezne pošiljke.

2. Dobavitelj nima pravice do prenosa terjatev do nas na tretje osebe ali do izterjave tovrstnih terjatev s strani tretjih oseb.

### IV. Dobavni pogoji

1. Vse pošiljke so DDU (najnovejši pravilnik Incoterms) na lokacijo, ki jo določimo mi in v kolikor ni določeno drugače, vključujejo embalažo in zaščito. Naše podjetje in prejemnik, ki ga določi naše podjetje, prejmeta obvestilo o pošiljki na dan njene odpreme. Vsaka pošiljka vključuje dobavnico v dveh izvodih, ki navaja našo številko naročila, številko izdelka in številko dobavitelja.

### V. Dobavni roki/zamuda pri dobavi

1. Dobavitelj je odgovoren za izvajanje pogodbe v skladu z dogovorjenimi pogoji. Dobava blaga k nam ali h kateremukoli prejemniku, ki ga določimo mi, se razume kot odločilni dejavnik za

upoštevanje termina ali dobavnega roka. Dobavitelj nas je dolžan takoj pisno obvestiti o kakršnikoli zamudi pri dobavi, navesti razloge za takšno zamudo pri dobavi in predvideno trajanje. Dobavitelj se sme sklicevati na razloge za zamudo, za katere ne nosi odgovornosti, samo če je izpolnil svojo obveznost obveščanja.

2. V primeru zamude pri dobavi smemo od dobavitelja zahtevati poravnavo pogodbene kazni. Ta kazen se nanaša na 0,5 % za vsak teden ali del tedna, najvišja kazen pa znaša 5 % celotne vrednosti naročila. Ta dogovor glede pogodbene kazni ali njeno uveljavljanje ne vpliva na katerikoli upravičen pravni zahtevek zaradi zamude pri dobavi.

### VI. Zaupnost/informacije

1. Dobavitelj bo zaupno obravnaval vse informacije, vključno s skicami, dokumenti, strokovnim znanjem, vzorci, proizvodnimi napravami, modeli, mediji (skupno »informacije«), teh informacij ne bo posredoval tretjim osebam brez našega pisnega dovoljenja in ne bo uporabljal teh informacij za namene, drugačne od tistih, ki smo jih določili mi. Te obveznosti se smiselno uporabljajo tudi za kopije in dvojnike. Ta obveznost o zaupnosti ne velja za informacije, ki jih je dobavitelj že legitimno pridobil v času razkritja, v kolikor te informacije niso predmet obveznosti o zaupnosti, za informacije, ki jih dobavitelj pozneje legitimno pridobi, brez da bi bil zavezan k njihovi zaupnosti, za informacije, ki so ali postanejo splošno znane brez kakršnekoli kršitve pogodbe s strani ene od pogodbenih strank ali v primeru objave ali neodvisne uporabe, za katero je dobavitelj pridobil dovoljenje.

2. Dobavitelj ne sme oglaševati svojega poslovnega odnosa z našim podjetjem brez naše predhodne pisne privolitve. Pridržujemo si lastništvo in vse druge pravice (kot so avtorske pravice) do informacij, ki smo jih predstavili.

3. Kopije se smejo narediti samo z našim predhodnim pisnim dovoljenjem. Lastništvo kopij se prenese na nas v trenutku, ko so te kopije izdelane. Dobavitelj soglaša, da hrani kopije v imenu našega podjetja kot depozitar. Dobavitelj soglaša, da bo ustrezno in na svoje stroške hranil vse dokumente in druge predmete, vključno z njihovimi kopijami, ki so mu bile dane na razpolago, da jih bo ohranjal v brezhibnem stanju, jih ustrezno zavaroval in jih vrnil našemu podjetju ali jih uničil, v vsakem primeru na našo zahtevo. Dobavitelj nima nobene pravice, na katerikoli podlagi, da bi tovrstne predmete obdržal. Dobavitelj mora vračilo v celoti ali uničenje določenega predmeta pisno potrditi.

4. Če dobavitelj krši svoje obveznosti, ki so določene pod VI (v 1. točki), mora nemudoma poravnati pogodbeno kazen v višini 50,00 evrov za vsako kršitev. Dobavitelj si pridržuje pravico do določitve pogodbene kazni z odločitvijo sodišča. Morebitne plačane pogodbene kazni se obračunajo pri odškodninskih zahtevkih.

### VII. Nadzor kakovosti/pregled prejetega blaga

1. Dobavitelj je odgovoren za certificiranje na področju vodenja kakovosti v skladu s standardom ISO9001 in/ali za zagotovitev vseh parametrov, ki so del zahtev v okviru standarda ISO9001 brez certificiranja.

2. Dobavitelj mora hraniti pisno dokumentacijo v zvezi z vsem blagom, ki nam je bilo dobavljeno. Iz te dokumentacije mora biti razvidno, kje, kako in kdo je zagotovil brezhibno izdelavo dobavljenega blaga.

3. Pred serijskimi pošiljkami novih specifičnih izdelkov dobavitelj pripravi vzorce v količini in po postopku, ki sta določena v nabavnem nalogu (npr. v skladu s PAPP, PPF...). Dobavitelj ne sme začeti serijske proizvodnje brez dovoljenja za vzorce novega specifičnega izdelka.

4. Kakršnekoli spremembe izdelkov za dobavo mora stranka predhodno odobriti. To velja tudi za vse poddobavitelje.

5. Dobavitelj je dolžan stalno zagotavljati sposobnost izvajanja procesov in nadzorovati kakovost izdelkov in storitev.

6. Dobavitelj je dolžan utemeljiti argumente v zvezi s stanjem procesov na podlagi zahteve stranke (npr. dokazati sposobnost Cp, Cpk $\geq$  1,33) ter utemeljiti kakovost dobave (npr. izjava o skladnosti ali certifikat o ustreznosti izdelka).

7. Preverjanje vhodne kakovosti izdelkov in storitev se sme izvesti samo glede jasno vidnih poškodb in jasno določljivih odstopanj v količini in identiteti. Na te pomanjkljivosti bomo takoj opozorili v obliki reklamacijskega poročila. Pridržujemo si pravico do izvedbe bolj specifičnega vhodnega preverjanja izdelkov. Nadalje bomo reklamirali pomanjkljivosti, ki bodo prepoznane v našem proizvodnem procesu oz. v kolikor bomo prejeli reklamacijo s strani naše stranke z jasnimi pomanjkljivostmi materiala, ki ga je dobavil dobavitelj v skladu s trgovinskim postopkom. Dobavitelj se odpoveduje ugovoru iz naslova prepoznega reklamiranja pomanjkljivosti. Če se odkrijejo pomanjkljivosti, imamo pravico do vračila celotne pošiljke dobavitelju.

8. Dobavitelj je dolžan poravnati odškodninske zahtevke za nabavljene izdelke in storitve v skladu s sporazumnim dogovorom s stranko. Za sprejete zahtevke dobavitelj izvede aktivnosti, navedene v našem reklamacijskem poročilu ali v obliki metod 8D – prve tri korake z neposrednimi ukrepi v roku 48 ur, celotno izvedbo metod 8D pa zagotovi v roku 10 delovnih dni.

#### **VIII. Garancije/povračilo stroškov/garancijsko obdobje/zavarovanje**

1. Če je dobavljeno blago pomanjkljivo, naše pritožbe temeljijo na pravnih predpisih, razen če sledeči pogoji zahtevajo drugače. Če je varno delovanje ogroženo, če obstaja nevarnost neobičajno velike škode ali zaradi ohranjanja sposobnosti oskrbovanja naših strank, imamo na podlagi obvestila dobavitelja pravico, da sami odpravimo pomanjkljivosti ali jih za nas odpravijo tretje osebe. Stroške, ki pri tem nastanejo, nosi dobavitelj. Dobavitelj je odgovoren za vso neposredno in posredno škodo in stroške, ki so rezultat pomanjkljivosti blaga. Stroški za vhodno preverjanje blaga, ki presegajo običajni okvir preverjanja, se povrnejo, če je bilo ugotovljeno, da število okvarjenih delov presega dogovorjeno količino delov na milijon (PPM) glede na posamezno pošiljko ali na letno dobavljeno količino. To velja za delno/celotno preverjanje vhodnih pošiljk kot tudi za nadaljnje poslovanje v našem podjetju ali pri dobavitelju. Če dobavitelj koristi tretjo osebo za izvedbo del, bo dobavitelj odgovarjal za ta dela, kot da jih izvedel sam.

2. Dobavitelj povrne naše stroške in stroške naših strank, ki so nastali v situacijah, ki so vodile do ali nastale v povezavi z odgovornostjo glede napak, v kolikor so ti stroški nastali za namen izogibanja, preprečevanja ali zmanjšanja škode (npr. odpoklici).

3. Dobavitelj povrne vse stroške našim strankam, ki so nastali zaradi pomanjkljivosti dobaviteljevih pošiljk, za katere moramo jamčiti po zakonu.

4. Če obvezna zakonodaja ne določa drugače, je dobavitelj odgovoren za škodo, ki nastane v roku 24 mesecev od dobave/prevzema blaga (v kolikor je prevzem blaga zakonsko predpisan ali dogovorjen v pogodbi). V primeru dodatne dobave/odpravljanja napak se to obdobje podaljša za čas, v katerem dobavljenega predmeta ni mogoče uporabljati. Za dodatno dobavo/odpravljanje napak veljajo enaki pogoji.

5. Dobavitelj mora v času trajanja dobavnega razmerja poskrbeti za ustrezno zavarovanje v povezavi s tveganji, opredeljenimi v tem razdelku (VIII). Na zahtevo nam mora dobavitelj posredovati dokaze o takšnem kritju.

#### **IX. Razvoj dobaviteljev**

1. Dobavitelji so v skladu s pomembnostjo nabavljenega materiala, izdelkov ali storitev in njihovim vplivom na usklajenost z zahtevami strank in na podlagi internega ocenjevanja dobaviteljevih rezultatov vključeni v postopek za »izboljšanje dobaviteljev«.

2. Izboljšanje dobaviteljev zagotavljajo:

- jasno podana naročila za nabavo blaga in storitev dobaviteljem, opredelitev ciljev za stranke,
- uskladitev sistemov za zagotavljanje kakovosti in varovanje okolja tako na strani stranke kot na strani dobavitelja, izvajanje nadzora nad dobaviteljem v skladu z odstavkoma VIII. in VIII,
- redno ocenjevanje kvalitativnih sposobnosti dobaviteljev in informiranje o trendih in rezultatih ocenjevanj,
- organizacija skupnih sestankov z dobavitelji za posvetovanja glede zahtev sistemov za zagotavljanje kakovosti, sistemov za varovanje okolja, procesov in izdelkov.

3. Dogovor o ciljih dobavitelja. Dobavitelj mora sistematično izboljšati učinkovitost lastnega sistema upravljanja in kakovost aktivnosti, procesov ter blaga, da izpolni zahteve in pričakovanja strank pri vsaki dobavi. Dobavitelj mora poskušati doseči naslednje cilje:

- 100 % izpolnitev dobavnih pogojev,
- nivo kakovosti pošiljk ppm <100,
- ocenitev sposobnosti dobavitelja QP v kategoriji »A/AB«,
- doseganje ocene »odličen dobavitelj«.

4. Dobavitelj, ki je v dveletnem ocenjevalnem obdobju dosegel:

- oceno za zanesljivost dobavitelj QP v kategoriji »A«;
- nivo kakovosti pošiljk ppm=0;
- najmanj štirikrat zapovrstjo oceno dobavitelj QD v kategoriji »A«,

...prejme oceno »odličen dobavitelj« s pravico do samoocenjevanja kakovosti pošiljk.

5. Eskalacija problematičnih dobaviteljev za neposredne materiale in storitve, ki vplivajo na izdelek. V primeru iterativnih zahtevkov v zvezi z nabavljenim materialom in storitvami stranka sproži postopek eskalacije proti dobavitelju [glejte naslednjo stran]:

Aktivnost	Datum
1. Zahteva po reševanju zahtevkov v obliki 8D.	V primeru prvega zahtevka.
2. V primeru dobavitelja, ki ga je izbrala stranka – vključitev stranke v reševanje težav z dobaviteljem.	V primeru drugega iterativnega zahtevka.
3. Povabilo predstavnikov dobavitelja v podjetje Strip's d.o.o. na tehnični sestanek s predstavitevijo o izboljšanju kakovosti.	V primeru tretjega iterativnega zahtevka, brez znakov izboljšav.
4. Izvedba vhodnega preverjanja se v celoti zaračuna dobavitelju.	V primeru tretjega iterativnega zahtevka, brez znakov izboljšav.
5. Začetek izbiranja in potrjevanja novega dobavitelja.	Dobavitelj, ki ga je izbrala stranka – v skladu z navodili stranke.
	Dobavitelj, ki ga je izbralo podjetje Strip's d.o.o. – v primeru petega iterativnega zahtevka, brez znakov izboljšav.
	Dobavitelj, ki ga je izbralo podjetje Strip's d.o.o. – v primeru razvrstitve v kategorijo »C«, brez znakov izboljšav.
6. Vzburjanje pozornosti – predlog za prekinitve sodelovanja z dobaviteljem.	Dobavitelj, ki ga je izbrala stranka – v skladu z navodili stranke.
	Dobavitelj, ki ga je izbralo podjetje Strip's d.o.o. – v primeru petega iterativnega zahtevka, brez znakov izboljšav.
	Dobavitelj, ki ga je izbralo podjetje Strip's d.o.o. – v primeru razvrstitve v kategorijo »C«, brez znakov izboljšav.
7. Odstranitev dobavitelja s seznama odobrenih dobaviteljev.	Do dva meseca od datuma, ko je bil izbran in potrjen nov dobavitelj.

Odstranjen dobavitelj se lahko ponovno vključi na »seznam odobrenih dobaviteljev« na podlagi pozitivnih rezultatov po iterativnem razpisu.

#### X. Delo v prostorih podjetja

Osebe, ki opravljajo delo v prostorih podjetja v okviru pogodbe, morajo upoštevati predpise za zagotavljanje varnosti in zdravja pri delu ter požarne varnosti. Upoštevati se morajo tudi predpisi, ki se nanašajo na gibanje oseb v prostorih našega podjetja.

#### XI. Material

Embalaža in orodje, ki ju zagotovimo, npr. snovi, deli, zabojniki, posebna embalaža, orodje, merilne naprave ali snovi oz. podobni predmeti, ostanejo naša last. V primeru specifikacije dodatkov, združevanja dodatkov ali njihovega kombiniranja postanemo solastniki novega blaga. Naš solastniški delež je enak proporcionalni vrednosti dodatkov glede na celotno vrednost novega izdelka. Dodatke je dovoljeno kopirati ali podvojiti samo z našim predhodnim dovoljenjem. Kopije ali dvojniki postanejo naša last ob njihovem

nastanku. Dobavitelj nima na nobeni podlagi retencijskih pravic do dodatkov. Niti dodatki niti kopije ali dvojniki le-teh ne smejo biti na razpolago tretjim osebam in se ne smejo uporabljati za noben drug namen od dogovorjenega.

#### XII. Orodje

1. Ne glede na kakršnekoli druge nasprotno dogovore se nam dodeli polno lastništvo ali solastništvo nad orodjem do mere, do katere smo prispevali k dokazanim stroškom za uporabljeno orodje pri proizvodnji dobavljenega blaga. (So)lastništvo orodja pridobimo s plačilom. Orodje ostane izposojeno pri dobavitelju.

2. Dobavitelj mora pridobiti našo privolitev za odstranitev orodja, spremembo lokacije orodja ali za njegovo trajno uničenje. Dobavitelj označi orodje kot našo lastnino ali lastnino v solastništvu, kakor je v posameznem primeru ustrezno. Dobavitelj nosi stroške za vzdrževanje, popravilo in zamenjavo orodja.

3. Pri nadomestnem orodju so naše lastninske pravice proporcionalno enake kot pri originalnem orodju. V primeru solastništva orodja imamo pravico do prve zavrtnitve ob upoštevanju solastniškega deleža dobavitelja. Dobavitelj sme orodje, katerega (so)lastniki smo, uporabljati izključno za namene proizvodnje dobavljenega blaga.

4. Po zaključku dobavnega postopka nam mora dobavitelj na zahtevo nemudoma predati orodje. Za orodje, katerega solastniki smo, moramo po prejemu orodja dobavitelju povrniti trenutno vrednost, ki ustreza dobaviteljevemu solastniškemu deležu. V nobenem primeru dobavitelj nima pravice do zadržanja orodja.

5. Obveznost dobavitelja, da vrne orodje, velja tudi v primeru predloga za začetek stečajnega postopka, ki se nanaša na dobavitelja, in v primerih dolgoročnih prekinitve dobavnega razmerja. Dobavitelj zagotovi orodje v dogovorjenem okviru ali če ta ni dogovorjen, v običajnem okviru.

#### XIII. Programska oprema

Dobavitelj se strinja, da bo prilagajal/izboljševal programsko opremo v skladu z našimi navodili in v zameno za ustrezno povračilo stroškov za obdobje 5 let od prejema naročenega izdelka, razen če je v obseg dobave vključena standardizirana programska oprema. V kolikor je programska oprema dobavljena od dobavitelja dobavitelja, mora dobavitelj poskrbeti, da ima prvotni dobavitelj temu ustrezne obveznosti.

#### XIV. Višja sila/dolgoročna nezmožnost dobave

1. Industrijski spori, neredi, vladni ukrepi in kakršnikoli drugi dogodki, ki jih ni mogoče predvideti ali preprečiti, izključujejo tako nas kot tudi dobavitelja iz pogodbenih obveznosti, v vsakem primeru za čas trajanja motenj in v okviru njihovih učinkov. Pogodbena stranka, ki je prizadeta zaradi dogodka višje sile, mora o vsem obvestiti drugo pogodbeno stranko in se mora v okviru razumnih možnosti čim bolj potruditi, da omeji učinke tovrstnih dogodkov. Pogodbena stranka, ki je prizadeta zaradi dogodka višje sile, mora drugo pogodbeno stranko brez nepotrebnega odlašanja obvestiti o prenehanju višje sile.

2. V primerih dolgoročne nesposobnosti dobavljanja, prenehanja plačevanja, začetka stečajnega postopka, zavračanja uvedbe stečajnega postopka zaradi nezadostnih sredstev ali sprožitve podobnih postopkov v zvezi z eno od pogodbenih strank je druga pogodbeno stranka upravičena do odstopa od pogodbe, nanašajoč se na del, ki še ni bil izveden. Če pride do katerega od zgoraj omenjenih dogodkov na strani dobavitelja, nas mora dobavitelj po svojih najboljših močeh podpreti pri naših prizadevanjih za prenos proizvodnje dobavljenih izdelkov k nam ali tretji osebi. Ta podpora vključuje podelitev licenc za pravice intelektualne lastnine, v kolikor so te pravice potrebne za proizvodnjo relevantnih izdelkov, tovrstne

licence pa se podelijo v skladu s pogoji, ki so običajni za industrijsko panogo.

**XV. Druge določbe**

1. Kraj za izpolnitev vseh dobav in del je namembni kraj, ki ga določimo mi.
2. Pogodbena razmerja ureja zakonodaja Republike Slovenije, izključujoč slovenska kolizijska pravila in določbe Konvencije Združenih narodov o pogodbah o mednarodni prodaji blaga (CISG). Pristojno sodišče je Okrožno sodišče v Ljubljani, v kolikor ni bilo dogovorjeno drugo izključno pristojno sodišče.
3. Če je določena določba teh pogojev neveljavna ali postane neveljavna, to ne posega v veljavnost vseh ostalih pogojev.
4. Izjavljamo, da bodo vsi osebni podatki evidentirani v skladu z Zakonom o varstvu osebnih podatkov (ZOVP-01) UL 94/7 in njegovimi spremembami in se bodo uporabljali samo v okviru trgovinskih transakcij.

V podjetju Strips's d.o.o., 25.5.2015