

## SPLOŠNI NABAVNI POGOJI SKUPINE ETI – SNP

### ETI skupina:

ETI Elektroelement, d.o.o.  
ETI Proplast d.o.o.  
ETI POLAM Sp. z o.o.  
ETI Elektrotechnik GmbH  
ETI SARAJEVO d.o.o.

## GENERAL PURCHASE CONDITIONS OF ETI GROUP – GPC

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### PODROČJE VELJAVNOSTI NABAVNIH POGOJEV

Sestavni del vseh pravnih poslov, ki jih ETI sklepa z dobavitelji materiala, blaga, oziroma storitev, so Splošni nabavni pogoji – SNP. Dogovori, ki odstopajo od SNP, se posebej opredelijo v pogodbi.

### AREA OF VALIDITY OF GENERAL PURCHASE CONDITIONS

An element of all legal business, concluded by ETI with materials, goods suppliers or service providers, are also the General Purchase Conditions, hereinafter GPC. The arrangements that deviate from GPC are defined in the contract.

### PREDMET SNP

Sklenitev pogodbe je pravno veljavna samo v kolikor je podpisana s strani zakonitega zastopnika družbe v skupini ETI.

Obseg dobave je določen z okvirnimi letnimi potrebami kupca, ki jih kupec glede na potrebe dobavitelja po potrebi sporoči dobavitelju do konca tekočega leta za prihodnje leto.

Med letom kupec po najboljši sposobnosti in vednosti oskrbuje dobavitelja s podatki, ki obema omogočajo najboljšo možno fleksibilnost pri načrtovanju proizvodnje in dobave.

Dejanske nabavne količine so določene s tekočimi naročili po dobavnih rokih, ki jim lahko sledijo tudi še dodatne urgence oziroma odmiki naročil.

Naročila izvede in dobavi dobavitelj v pogodbenem dobavnem roku.

Kupec je dolžan naročeno blago ali blago iz zaloge prevzeti najkasneje v 90 dneh od predvidene in naročene /odpoklicane/ dinamike in jo tudi plačati.

V primeru, da dobavitelj opravlja pogodbeno dela na lokaciji ETI, prevzame popolno odgovornost za namaterialno in materialno škodo, ki jo je utrpel kupec, njegovi zaposleni ali njegovi pogodbeniki, razen v primeru, če je škoda povzročena s strani ETI d.o.o., njegovih sodelavcev ali pooblaščenecv namenoma ali iz hude malomarnosti.

### SUBJECT OF THE GPC

The conclusion of the contract is legally in force only if it is signed by the legal representative of the company in the ETI group.

The scope of purchase is defined with estimated annual needs of the client, which the client, in regards to the supplier's needs, reports to the supplier by the end of the current year, for the following year.

During the year, the client, to his best ability and knowledge, supplies data to the supplier, which enable both the best possible flexibility in the planning of production and supply.

Actual purchase quantities are set with current orders according to delivery deadlines, which may be followed by additional urgent orders or postponements or orders. Orders are carried out and provided by the supplier within the contractual deadline for delivery.

The client is obligated to accept the ordered goods or goods from stocks within 90 days from the planned and ordered / recalled dynamics, as well as pay for it.

Should the supplier carry out contractual work at the location of ETI, the supplier assumes full contractual responsibility for non-material and material damage, which would be suffered by the supplier, their employees, or their contractors, except in the case, where the damage is caused by ETI, its co-operators or authorized actors, intentionally or due to gross negligence

## **DOBAVNI ROK**

Dobavitelj oskrbuje kupca glede na potrebe enkrat (1x) mesečno, tedensko, dnevno, po potrebi pa tudi večkrat z namenom, da se zagotovi optimalna oskrba kupca. Redni dobavni rok dobavitelja za tekoča naročila je deset (10) delovnih dni.

Dogovorjeni dobavni roki začnejo teči z dnem naročila ali z dnem odpoklica. Za pravočasno izpolnitev pogodbenih obveznosti je odločilen prihod materiala ali blaga na prevzemno mesto.

Izdanega naročila dobavitelj brez pisnega soglasja ETI ne sme niti delno, niti v celoti prenesti na poddobavitelja ali tretjo osebo.

## **CENA**

Dobavitelj bo kupcu dobavljal naročeno blago po cenah, definiranih v Aneksu št. 1, ki je priloga Nakupne pogodbe.

Dobavitelj skrbi za tržno, cenovno in kvalitetno primerljivost proizvodov, ki jih dobavlja.

Pri formiranju cen velja pravilo dekompozicije cene, oblikovane so v EUR brez DDV.

Cene veljajo franco skladišče kupca (CPT ETI), kar pomeni odgovornost dobavitelja za stroške in riziko prevoza za dobavljeno blago vse do oddaje blaga pri kupcu.

Sprememba cen se lahko uveljavi le ob soglasju obeh pogodbenih strank.

## **PLAČILNI ROK**

Dobavitelj blago dobavlja sukcesivno mesečno, fakturira pa se po dobavi, oziroma vedno konec meseca, po posebnem dogovoru tudi konec vsakega tedna, torej največ štiri (4) fakture mesečno. Skrajni rok za izstavitev faktur za tekoči mesec je najkasneje tretji (3.) dan naslednjega meseca. Računi se izdajajo v elektronski obliki preko Bizbox-a.

Kupec se obvezuje plačati dobavljeno blago v roku 120 dni od datuma računa oziroma v drugem, v pogodbi dogovorjenem roku.

Kot dan izvršitve plačila se šteje dan, ko je celotni znesek računa nakazan na račun dobavitelja, ali poravnan s pobotom terjatev in obveznosti.

V primeru plačila pred pogodbenim rokom pripada kupcu cassa sconto v skladu z dogovorom.

## **DELIVERY DEADLINE**

The supplier supplies the client according to the needs once (1x) a month, weekly, daily, and if required also multiple times with the intention of ensuring an optimal supply of the client. The supplier's regular delivery time for current orders is ten (10) working days.

The agreed upon supply deadlines begin with the day of the order or day of the recall. A timely fulfilment of contractual obligations is also based on the arrival of goods to the takeover location.

The supplier may not without a written consent by ETI, transfer an issued order, neither partially nor fully, onto a sub-supplier or a third party.

## **PRICE**

The supplier will supply ordered goods to the client at the price, defined in the annex nr. 1, attached to the Purchase contract.

The supplier ensures a market, price, and quality-based comparability of products that he delivers.

When forming prices, the rule of price decomposition is valid. Prices are formed in EUR without VAT.

Prices are valid for the franco warehouse of the client (CPT ETI), which means responsibility of the supplier for the costs and risk of transport for delivered goods up until the point it is handed over at the client's location.

Price changes may only be implemented upon consent of both contractual parties.

## **PAYMENT DEADLINE**

The supplier delivers the goods successively monthly, and invoices are issued after delivery, or always at the end of the month, by special agreement also at the end of each week, i.e. a maximum of four (4) invoices per month. The deadline for issuing invoices for the current month is the third (3<sup>rd</sup>) day of the following month at the latest. Invoices are issued electronically via Bizbox.

The client commits to pay the delivered goods within 120 days from the date of the invoice or another, contractually defined deadline.

The day of payment is considered to be the day, when the full amount invoiced has been transferred to the account of the supplier or settled with a settlement of claims and receivables.

In case of payment before the contractual deadline, the client is entitled to a discount as per agreement.

Pogodbeni strani soglašata, da se v primeru nepravočasnega plačila računov obračunajo zamudne obresti po obrestni meri v višini 6m EURIBOR + 1,5 % točke.

V primeru reklamacije blaga, ki jo soglasno ugotovita obe pogodbeni stranki, je dobavitelj dolžan izdati bodisi dobropis ali pa novo fakturo. V tem primeru teče plačilni rok od datuma rešitve reklamacije.

Do poravnave celotnega zneska kupnine ostaja dobavljeno blago v sorazmernem delu last dobavitelja. Možni so tudi blagovni poboti ali kompenzacij.

## **KAKOVOST IZDELKOV IN JAMČENJE ZA NAPAKE**

Izdelki ne smejo imeti konstrukcijskih, materialnih ali obdelovalnih napak in morajo izpolnjevati pogodbeno določene specifikacije in značilnosti.

Vhodna kontrola blaga je v ETI-ju omejena na vizualno kontrolo transportne embalaže glede zunanje prepoznavnih poškodb, na primer poškodb med transportom. Količinsko kontrolo in kontrolo identitete ETI izvaja na podlagi primerjave dobavnih dokumentov z dokumenti naročila.

Nadaljnjih, še posebej merskih kontrol, ETI ne izvaja.

Na zahtevo mora dobavitelj predložiti dokumente in zapise iz faze proizvodnje predmeta dobave. Še posebej rezultate kontrole kakovosti (merilna poročila, kontrolne karte, študija sposobnosti procesa,...) opravljenih pri dobavitelju in njegovih poddobaviteljih.

ETI dobavitelje o izdelkih z napakami obvešča z reklamacijskim zapisnikom. Stroške, ki zaradi tega nastanejo za ETI, nosi dobavitelj. Stroške izdaje reklamacije, izmeta, dodelav in dodatnih testiranj ETI zajema in jih zaračunava dobavitelju (po spodnjem ceniku – cene brez DDV):

- pavšal reklamacije: 100,00 EUR
- stroški prebiranja ETI: 30,00 EUR/h/človeka
- zastoj proizvodnje: 1.000,00 EUR/h
- stroški merilnice in testiranj: 200,00 EUR/h
- pavšal zamude dobave: 100,00 EUR

Dobavitelj mora na vsako reklamacijo v roku 10 delovnih dni odgovoriti z 8D poročilom. Po potrebi lahko ETI ta rok skrajša. Dobavitelj mora uvesti takojšnje ukrepe in o njih v roku 48 ur poročati ETI-ju, z namenom zagotavljanja dobavljenih izdelkov brez napak, z najnižjimi možnimi stroški, tako za dobavitelja kot za ETI.

The contractual parties agree that, in the case of untimely payment of bills, interest is charged at 6m EURIBOR + 1,5 % point.

In case of a complaint regarding the goods, consensually identified by both contractual parties, the supplier is obligated to issue either credit or a new invoice. In such a case, the payment is due from the date of the resolution of complaint.

Until the full amount has been paid, the delivered goods remain proportionally owned by the supplier. Goods settlements or compensations are also possible.

## **PRODUCT QUALITY AND GUARANTEES**

Products must not have construction, material or processing defects and must meet contractually defined specifications and characteristics.

The entry control of goods at ETI is limited to visual control of the transport packaging in regards to externally identifiable damage, e.g. damage during transport. Quantity control and identity control is carried out by ETI based on the comparison of delivery documents with order documents.

Further special measurement controls are not carried out by ETI.

Upon demand, the supplier must submit documents and records from the production phase of the delivery subject, especially quality control results (measurement reports, control cards, studies of process competence...), carried out at the supplier's plants or his sub-suppliers.

ETI notifies suppliers on defective products with a complaint record. Costs that this creates for ETI are carried by the supplier. The costs of complaint issuing, rejection, upgrades and additional testing is calculated and charged by ETI to the supplier (according to the price list below - prices without VAT):

- complaint lump sum: 100,00 EUR
- sorting costs for ETI: 30 EUR/h/employee
- production stoppage: 1.000,00 EUR/h
- measuring and testing costs: 200,00 EUR/h
- lump sum for late delivery: 100,00 EUR

The supplier must respond to every complaint within 10 business days with an 8D report. If required, ETI may shorten this period. The supplier must introduce immediate measures and inform ETI about them within 48 hours to ensure flawless delivered products, with the lowest possible expenses, both for the supplier as well as for ETI.

Če dobavitelj rok prekorači, mora ETI o tem predhodno pisno obvestiti. Dobavitelj mora reklamirane izdelke analizirati (analiza vzrokov napak). Rezultate analize in planirane korektivne aktivnosti, vključno s planiranimi roki njihove izvedbe, mora povzeti v 8D poročilu (v skladu z obrazcem 8D poročila) in ga posredovati ETI-ju. ETI-ju mora dokazati učinkovito izvedbo korektivnih ukrepov.

Za operativno uveljavitev strateškega cilja „kakovosti brez napak“ se ETI in dobavitelj dogovorita o merljivih ciljnih kakovosti dobav (ppm sporazum) v določenem časovnem obdobju. ETI rezultate ppm vrednosti zajema, jih sporoča dobavitelju in uporablja za ocenjevanje dobavitelja. Ti rezultati so istočasno tudi osnova ciljnih ukrepov za nenehno izboljševanje kakovosti.

**Ppm sporazum pa ne pomeni, da ETI tako raven kakovosti sprejema. ETI vse kose, ki jih oceni kot dele z napako, načeloma zavrne in z njimi bremeni dobavitelja.**

Dobavitelj jamči, da dobavljeni proizvodi ustrezajo zahtevanim tehničnim pogojem, imajo dogovorjene oziroma zajamčene lastnosti ter omogočajo primerno in ustrezno delovanje brez napak. Dobavitelj nadalje jamči kakovost in primernost dobavljenih proizvodov glede materiala, izdelave, skladiščenja in primerne časa skladiščenja.

Dobavitelj daje za dobavljene proizvode garancijo kakovosti za obdobje 24 mesecev od prevzema na naslovu kupca. V primeru ugotovljene nekakovosti (skrita napaka), ki je posledica dobave izven nabavno tehničnih zahtev, odstop pa je bil ugotovljen v ali izven garancijskega roka pri kupcu ali na trgu, ima kupec pravico do odškodnine.

## ZAMUDE

V kolikor dobavitelj zamuja z dobavami proizvodov, ima kupec pravico, da poleg naštetega v točki 6.4. zaračuna dobavitelju pogodbeno kazen v višini 1% vrednosti nedobavljenih proizvodov za vsak dan zamude, vendar do največ 15% vrednosti nedobavljenih proizvodov. Kupec ima v primeru zamude pri dobavah pravico zahtevati od dobavitelja tudi povrnitev škode zaradi zastoja v proizvodnji.

If the supplier does not meet the deadline, ETI must be informed in writing in advance. The supplier must analyse the products that the complaint was issued for (defect cause analysis). The analysis results and planned corrective activities, including planned deadlines of their implementation, must be summarized in the 8D report (in accordance with the 8D report form), which must be sent to ETI. Implementation of effective corrective measures must be proven to ETI.

For the operative implementation of the strategic goal "flawless quality", ETI and the supplier agree upon measurable goals of delivery quality (ppm agreement) in a specified period of time. ETI records the ppm value results and reports them to the supplier, as well as using them to evaluate the supplier. These results are, at the same time, the foundation for targeted measures for constant quality improvement.

**The ppm agreement, however, does not mean that ETI accepts such a level of quality. ETI generally rejects all items, evaluated as defective pieces, and charges the supplier for such cases.**

The supplier guarantees, that the supplied products meet the required technical conditions, have agreed upon or guaranteed characteristics and enable appropriate and suitable operation without errors. The supplier further guarantees for the quality and suitability of supplied products in regards to material, production, storage, and appropriate times of storage, as well as all legal provisions and norms.

The supplier issues a guarantee for supplied products for the period of 24 months from the takeover at the address of the client. In case a lack of quality is identified (hidden defect), which is a result of delivery outside the purchase technical requirements, and the deviation is found within or without the guarantee period at the client or in the market, the client has the right to damage compensation.

## DELAYS

Should the supplier be late with the deliveries of products, the client has the right to charge the supplier a contractual penalty in the amount of 1% of the value of products that were not delivered for every day of the delay, but up to 15% of the value of products that were not delivered at most. The client, in the case of a delay in delivery, also has the right to demand a compensation due to a stoppage of production.

## **JAMSTVO PROIZVAJALČEVE ODGOVORNOSTI      GUARANTEE      OF      MANUFACTURER'S LIABILITY**

Dobavitelj mora za proizvode, ki jih dobavlja kupcu po tej pogodbi, skleniti zavarovanja proizvajalčeve odgovornosti in redno plačevati stroške tega zavarovanja.

The supplier must for products supplied to the client by this contract, conclude an insurance for the manufacturer's liability and regularly pay the expenses of such an insurance.

## **DOGOROČNA IZJAVA DOBAVITELJA**

Dobavitelj je dolžan izdati dokazilo o preferencialnem poreklu proizvoda za vsako pošiljko posebej ali po dogovoru skupno izjavo do sredine meseca januarja za bodoče poslovno leto.

## **LONG-TERM STATEMENT OF THE SUPPLIER**

The supplier is obligated to issue a proof of the preferential origins of the product for every shipment individually or as per agreement, a statement for all such products, by the middle of the January for the coming business year.

Kupec si pridržuje pravico bremenitve dobavitelja za vse nastale stroške in dajatve, ki bi izhajale iz nepravilno deklariranega porekla proizvoda ali neustrezno izpolnjene izjave dobavitelja na notranjem trgu za proizvode s preferencialnim poreklom proizvoda.

The client reserves the right to charge the supplier for all created costs and fees that would stem from an improperly declared origins of the product or unsuitably filled out statement of the supplier on the internal market, for products with preferential product origins.

## **POSLOVNA TAJNOST IN VAROVANJE INTERESOV**

Dobavitelj je dolžan o pogodbi, iz nje izhajajoča dela in s tem povezane postopke, kakor tudi tehnično in komercialno dokumentacijo in opremo, pred vsakim varovati v največji tajnosti. Dobavitelj bo vse tretje osebe, ki so vključene v spolnitev pogodbe zavezal k enakim obveznostim molčečnosti, kot jih je sam prevzel.

## **BUSINESS CONFIDENTIALITY AND INTEREST PROTECTION**

The supplier is obligated to protect the contract, the work stemming from it, and all connected procedures, as well as technical and commercial documentation, as top business secret. The supplier will commit all third parties, involved in the fulfilment of the contract, to the same obligations as he assumed himself.

V primeru kršitve poslovne tajnosti ima druga pogodbená stranka pravico takoj enostransko prekiniti to pogodbo.

In case of a violation of business confidentiality, the other contractual party has the right to immediately, unilaterally, terminate this contract.

## **PRAVICE INTELEKTUALNE LASTNINE**

Dobavitelj jamči, da dobavljeni proizvodi ne kršijo nobenih pravic do intelektualne lastnine tretjih oseb, kot na primer patentov, patentnih prijav, uporabnih modelov in podobno.

## **INTELLECTUAL PROPERTY RIGHT**

The supplier guarantees, that the supplied products do not violate any intellectual property rights of third parties, e.g. patents, patent applications, models in use, and similar.

V kolikor bi bile pri izdelavi proizvodov kršene pravno zavarovane pravice tretjih oseb, bo dobavitelj v primeru sporov v zvezi z dobavljenimi proizvodi kupcu poravnal vso škodo, ki mu je zaradi tega nastala.

Should the creation of products violate any legally protected rights of third parties, the supplier will, should dispute arise, repay the damages, incurred by the client due to this.

## **PLAN IZREDNIH RAZMER**

Dobavitelj mora izdelati plan izrednih razmer za nepredvidljive dogodke kot so naravne katastrofe, lomi stroja, tehnične napake v proizvodnem procesu in podobni dogodki.

## **PLAN FOR EXCEPTIONAL CONDITIONS**

The supplier must create a plant for exceptional conditions which applies for unpredictable events such as natural disasters, machine breakage, technical errors in the production process and similar events.

## **TRAJNOSTNI RAZVOJ**

Trajnostni razvoj je razvoj, ki zadovoljuje trenutne potrebe, ne da bi pri tem ogrožal zadovoljevanje potreb prihodnjih generacij. Sestavljajo ga okoljski, družbeni in ekonomski steber (ESG politika).

Dobavitelji so zavezani k:

- ne uporabi in ne podpora uporabe otroškega dela ter prisilnega dela;
- zagotavljanju enakih možnosti in svobodi združevanja, spodbujanju razvoja vsakega posameznika;
- nasprotovanju uporabi telesnega kaznovanja, duševne in fizične prisile ter verbalne zlorabe;
- skladnosti z zakoni in industrijskimi standardi, ki se nanašajo na delovni čas in zagotavljanju, da plača zadosti za pokritje osnovnih življenjskih potreb;
- vzpostavitvi in vzdrževanju potrebnih postopkov za ocenjevanje in izbor dobaviteljev in poddobaviteljev na podlagi njihovih zavez do družbene in okoljske odgovornosti;
- netoleranci nobene vrste podkupovanja v kakršni koli obliki in na način in v nobeni pravni pristojnosti, tudi če so takšne prakse dejansko dovoljene, dopuščene ali niso predmet pregona;
- ocenjevanju in zmanjševanju vplivov svojih izdelkov in storitev skozi njihov celoten življenjski cikel na okolje;
- uporabi sredstev odgovorno z namenom doseganja trajnostnega razvoja v skladu z načeli spoštovanja okolja in pravic prihodnjih generacij;
- spoštovanju zgoraj navedenih načel, vrednot in politike pri vseh podizvajalcih in poddobaviteljih, ter rednemu spremljanju učinkovitega spoštovanja teh zavez.

Spremljanje dogovorjenih kazalnikov ESG se vodi preko ETI-jevega Portala za dobavitelje.

## **VELJAVNOST**

Splošni nabavni pogoji (SNP) so v veljavi od 1.1.2017 do spremembe ali preklica.

## **SUSTAINABLE DEVELOPMENT**

Sustainable development is development, which satisfy an existing need of society, not to damage future development needs. It is formed from environmental, social, and governance views (ESG policy)

Suppliers are committed:

- not use nor support the use of child labour or forced labour;
- ensuring equal opportunities and freedom of unification, encouragement of development of each individual;
- opposition to the use of physical punishment, mental and physical coercion and verbal abuse;
- compliance with the laws and industrial standards, relating to work time and ensuring that the payment is suitable to cover the fundamental needs of life;
- establishment and maintenance of procedures, required for evaluation and selection of suppliers and sub-suppliers based on their commitment to social and environmental responsibility;
- intolerance to any kind of bribery in any shape or way, in any form of legality, even if such practices are actually permitted, tolerated, or not subject to enforcement of law;
- evaluation and reduction of influences of their products and services through their entire life cycle on the environment;
- responsible use of resources with the intention of achieving sustainable development, compliant with principles of respect for the environment and future generations' rights;
- respect of the principles stated above, values and policies, by all manufacturers or sub-suppliers, and regular following of efficient adherence to these commitments.

The monitoring of the agreed ESG indicators is managed via ETI's Supplier Portal.

## **VALIDITY**

General purchase conditions (GPC) are valid from January 1st 2017 until change or further notice.

## KONČNE DOLOČBE

Za vse, kar ni natančneje opredeljeno v SNP ali Nakupni pogodbi, se uporabijo določila slovenske zakonodaje. Različica teh SNP je prevedena tudi v angleški jezik. V primeru neskladja med obema verzijama, prevlada slovenska verzija.

Vse spremembe in dopolnitve pogodbenih določil se lahko upoštevajo samo v pisni obliki, kot aneks k pogodbi. Pogodbeni stranki bosta morebitne spore reševali sporazumno, ob upoštevanju veljavne zakonodaje. Vsako nesoglasje, spor ali zahtevek, ki izvira iz te pogodbe ali je z njo v zvezi ali izvira iz njene kršitve, prenehanja ali neveljavnosti, bo dokončno rešil arbiter posameznik, imenovan na podlagi Pravilnika o arbitražnem postopku pred Stalno arbitražo pri Gospodarski zbornici Slovenije. Arbitražna odločba se prisilno izvrši pred pristojnim sodiščem.

Izlake, dne 1.1.2017

Direktor področja za nabavo in logistiko  
g. Damjan Podbregar

## FINAL PROVISIONS

For all, which is not defined in the GPC or in the Purchase contract, the provisions of Slovenian law are used. This GPC is drawn up in Slovene and English language. In case of discrepancies between the two versions, the Slovenian version shall prevail.

All changes and amendments to contractual provisions are only valid in written form, as an annex to the contract. The contractual parties will solve potential disputes amicably, in compliance with the valid legislation. Any disagreement, dispute or claim, stemming from the contract or related to it, or stemming from its violation, termination or invalidity, will be finally solved by an arbiter - individual - nominated based on the Regulation on the Arbitration Procedure, at the Permanent Arbitration of the Chamber of Commerce of Slovenia. The arbitration decision is enforced by the competent court of law.

Izlake, January 1<sup>st</sup>, 2017

Director of Purchasing and Logistics Department  
Mr. Damjan Podbregar