

**Syngenta Standard Terms and Conditions
for the Purchase of goods and services
for Slovenia**

Compliance: Syngenta Supplier Code of Conduct

Syngenta is committed doing business with the highest possible standards of ethics and integrity. By accepting this order, Supplier confirms having read the full version of "Syngenta Supplier Code of Conduct". You can find the full version on the internet following the link <https://www.syngenta.com/en/company/supplier-code-of-conduct>.

1. Interpretation and Definitions

1.1 In these Conditions:

'BUYER' or **'SYNGENTA'** means Syngenta entity represented by a duly authorized representative

'CONDITIONS' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions set forth in the Order and any applicable Specification or approval pursuant to Clause 3.1 (ii) and (iii), respectively

'CONTRACT' means each Order together with these Conditions

'DELIVERY ADDRESS' means the address stated on the Order

'GOODS' means the goods (if any, including any instalment of any goods or any part of them) described in the Order

'ORDER' means the Buyer's purchase order which references and is subject to these Conditions and any order that includes the delivery of Goods and/or the performance of Services in several instalments or phases shall be deemed a single order

'PRICE' means the price of the Goods and/or the charge for the Services

'SERVICES' means the services (if any) described in the Order

'SUPPLIER' means the person so described in the Order

'SPECIFICATION' includes any plans, drawings, data or other information relating to the Goods or Services

**Syngentine standardni pogoji za nakup
blaga in storitev za Slovenijo**

**Skladnost: Syngentin kodeks ravnanja za
dobavitelje**

Syngenta je predana poslovanju z najvišjimi mogočimi standardi etike in integritete. S sprejetjem te naročilnice dobavitelj potrjuje, da je prebral celotno različico "Syngentinega kodeksa ravnanja za dobavitelje". Celotno različico lahko najdete na internetu na povezavi <https://www.syngenta.com/en/company/supplier-code-of-conduct>.

1. Razlaga in definicije

1.1 V teh pogojih:

'KUPEC' ali **'SYNGENTA'** pomeni Syngentino pravno osebo, ki jo zastopa pravilno pooblaščen predstavnik

'POGOJI' pomenijo standardne pogoje nakupa, navedene v tem dokumentu, in (razen če kontekst ne zahteva drugače) vključujejo morebitne posebne pogoje, navedene v naročilnici, in morebitne veljavne specifikacije ali odobritve v skladu s členom 3.1 (ii) oziroma (iii)

'POGODBA' pomeni vsako naročilnico skupaj s temi pogoji

'NASLOV DOSTAVE' pomeni naslov, naveden v naročilnici

'BLAGO' pomeni blago (če obstaja, vključno z vsako pošiljko blaga ali katerim koli njegovim delom), opisano v naročilnici

'NAROČILNICA' pomeni kupčevo naročilnico, ki se sklicuje na te pogoje in jim je podvržena, vsaka naročilnica, ki vključuje dobavo blaga in/ali izvedbo storitev v več pošiljkah ali fazah, pa se šteje za eno samo naročilnico

'CENA' pomeni ceno blaga in/ali strošek storitev

'STORITVE' pomenijo storitve (če obstajajo), opisane v naročilnici

'DOBAVITELJ' pomeni osebo, ki je tako opisana v naročilnici

'SPECIFIKACIJA' vključuje vse načrte, risbe, podatke ali druge informacije v zvezi z blagom ali storitvami

'WRITING' includes but is not limited to email, postal service and comparable means of communication. 1.2 Any reference in these Conditions to a law, regulation, or legal requirement shall be construed as a reference to that law, regulation or legal requirement as amended, re-enacted or extended at the relevant time. 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation. 2. Basis of Purchase 2.1 For the procurement of Goods and/or Services, Syngenta will forward to the Supplier a request for offer corresponding to the desired transaction and/or the Specification of Goods or Services. Such request shall not be binding on Syngenta until a valid offer has been received from the Supplier and accepted in writing by the issuance of the relevant Order as described in this clause. 2.2 Upon receipt of a request, the Supplier will prepare, free of charge, an offer associated with the transaction communicated by Syngenta, such offer being binding on the Supplier in the event that Syngenta accepts it. The content of the offer must correspond exactly to the content of the request submitted by Syngenta, so any deviation must be expressly indicated. 2.3 Syngenta's acceptance of the offer may be total or partial with respect to the content of the offer. Upon such acceptance, Syngenta will issue the relevant Order and, upon acceptance by the Supplier, the Contract between the parties will be considered concluded. 2.4 Once the Order has been issued and accepted by the Supplier, the Supplier will confirm its receipt and execution without undue delay. The Order shall be deemed unconditionally accepted by the Supplier unless the Supplier notifies Syngenta otherwise in writing within seven (7) days of receipt. 2.5 The Order constitutes Syngenta's formal willingness to procure the Goods and/or Services from Supplier under these Conditions. Syngenta reserves the right to amend Orders after they are issued, in which case the Supplier must submit a new offer that takes into account the modifications made by Syngenta to the Order.	'PISNO' vključuje, vendar ni omejeno na e-pošto, poštno službo in primerljiva komunikacijska sredstva. 1.2 Vsako sklicevanje v teh pogojih na zakon, uredbo ali pravno zahtevo se razlaga kot sklicevanje na ta zakon, uredbo ali pravno zahtevo, kakor je bila spremenjena, ponovno sprejeta ali razširjena v ustreznem času. 1.3 Naslovi v teh pogojih so zgolj informativne narave in ne vplivajo na njihovo razlago. 2. Osnova za nakup 2.1 Za nabavo blaga in/ali storitev bo Syngenta dobavitelju poslala zahtevo za ponudbo, ki ustreza želeni transakciji in/ali specifikaciji blaga ali storitvi. Taka zahteva za Syngento ne bo zavezujoča, dokler od dobavitelja ne bo prejela veljavne ponudbe in jo pisno sprejela z izdajo ustrezne naročilnice, kot je opisano v tem členu. 2.2 Po prejemu zahteve bo dobavitelj brezplačno pripravil ponudbo, povezano s transakcijo, ki jo je sporočila Syngenta, taka ponudba pa bo za dobavitelja zavezujoča, če jo bo Syngenta sprejela. Vsebina ponudbe se mora natančno ujemati z vsebino zahteve, ki jo je predložila Syngenta, zato mora biti vsako odstopanje izrecno navedeno. 2.3 Syngentino lahko sprejme ponudbo v celoti ali le delno glede na vsebino ponudbe. Po takem sprejetju bo Syngenta izdala ustrezno naročilnico in po potrditvi s strani dobavitelja se bo štel, da je pogodba med strankama sklenjena. 2.4 Ko bo naročilnica izdana in jo bo dobavitelj sprejel, bo dobavitelj brez nepotrebnega odlašanja potrdil njen prejem in izvršitev. Šteje se, da je dobavitelj naročilnico brezpogojno sprejel, razen če Syngente v sedmih (7) dneh od njenega prejema pisno ne obvesti drugače. 2.5 Naročilnica predstavlja Syngentino formalno pripravljenost, da od dobavitelja nabavi blago in/ali storitve po teh pogojih. Syngenta si pridržuje pravico, da po izdaji spremeni naročilnico, v tem primeru pa mora dobavitelj predložiti novo ponudbo, ki upošteva spremembe, ki jih je Syngenta vnesla v naročilnico.
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3. Specification

3.1 The quantity, quality and description of the Goods and/or the Services shall, subject to as provided in these Conditions, be (i) as specified in the Order, (ii) as specified in any applicable Specification supplied by the Buyer to the Supplier or prepared by the Supplier and agreed to by Buyer in writing (iii) as otherwise approved in writing by the Buyer subsequent to the placement of the Order, whichever is applicable.

3.2 Any Specification supplied by the Buyer to the Supplier, or specifically produced by the Supplier for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required by law or for the purpose of the Contract.

3.3 The Supplier shall comply with all applicable laws, regulations, and legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and/or the performance of the Services.

3.4 The Supplier shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to delivery, and the Supplier shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract and the Buyer so informs the Supplier within 7 days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance. The Supplier's failure in such compliance shall entitle the Buyer to terminate the Contract with immediate effect.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. Price of the Goods and Services

4.1 The Price of the Goods and/or the Services shall be as stated in the Order and, unless otherwise so stated, shall be inclusive of all

3. Specifikacija

3.1 Količina, kakovost in opis blaga in/ali storitev bodo, ob upoštevanju določb teh pogojev, (i) kot je navedeno v naročilnici, (ii) kot je navedeno v vsaki veljavni specifikaciji, ki jo je kupec predložil dobavitelju ali jo je pripravil dobavitelj in jo je kupec pisno odobril, (iii) kot je sicer odobril kupec pisno po oddaji naročilnice, kar koli je ustrezno.

3.2 Vsaka specifikacija, ki jo kupec predloži dobavitelju ali jo dobavitelj posebej pripravi za kupca v zvezi s pogodbo, skupaj z avtorskimi pravicami, pravicami iz modela ali drugimi pravicami intelektualne lastnine v specifikaciji, bo izključna last kupca. Dobavitelj ne sme razkriti nobene take specifikacije tretji osebi ali je uporabiti, razen v obsegu, v katerem je ali postane javno znana brez krivde dobavitelja ali kot to zahteva zakon ali za namene pogodbe.

3.3 Dobavitelj mora upoštevati vse veljavne zakone, predpise in pravne zahteve v zvezi z izdelavo, pakiranjem in dostavo blaga in/ali izvajanjem storitev.

3.4 Dobavitelj ne sme brez utemeljenega razloga zavrniti nobene zahteve kupca za pregled in preizkus blaga med proizvodnjo, predelavo ali skladiščenjem v objektih dobavitelja ali katere koli tretje osebe pred dostavo, dobavitelj pa mora kupcu zagotoviti vse razumno potrebne zmogljivosti za pregled in preizkušanje.

3.5 Če kupec po pregledu ali preizkusu ni zadovoljen, da bo blago v vseh pogledih ustrezalo pogodbi, in o tem obvesti dobavitelja v 7 dneh po pregledu ali preizkusu, mora dobavitelj sprejeti potrebne ukrepe za zagotovitev skladnosti. Če dobavitelj te skladnosti ne zagotovi, ima kupec pravico, da pogodbo takoj odpove brez odpovednega roka.

3.6 Blago mora biti označeno v skladu z navodili kupca in vsemi veljavnimi predpisi ali zahtevami prevoznika ter ustrezno zapakirano in zavarovano, da doseže svoje namembno mesto v nepoškodovanem stanju pri običajnem poteku.

4. Cena blaga in storitev

4.1 Cena blaga in/ali storitev bo navedena v naročilnici in, razen če ni drugače navedeno, bo vključevala vso embalažo, pakiranje, pošiljanje,

packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies. 4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing. 5. Terms of Payment 5.1 The Supplier shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order. 5.2 Unless otherwise stated in the Order, the Buyer shall settle the invoice within 30 days after the later of (i) receipt by the Buyer of such invoice or (ii) acceptance of the Goods or Services in question by the Buyer pursuant to Clause 6.6. 5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Supplier. 6. Delivery 6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours. 6.2 The date of delivery of the Goods or of performance of the Services may be specified after the placement of Order, in which case Buyer shall give the Supplier reasonable notice of the specified date. 6.3 The time of delivery of the Goods and of performance of the Services is of the essence and the Supplier's failure to meet the delivery/performance time specified shall constitute a material breach of the Contract under Clause 9.2.5 and notwithstanding Clause 6.9 and any other provision herein, shall be grounds for immediate termination of the Contract by Buyer. 6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently. The documentation accompanying the delivery must also include any relevant user guides, instruction manuals, certifications, approvals and other documentation, in the agreed format and language. Supplier shall also provide	prevoz, zavarovanje in dostavo blaga na naslov dostave ter vse dajatve, davke ali pristojbine. 4.2 Cene ni mogoče povišati (niti zaradi povišanih stroškov materiala, dela ali prevoza, nihanja menjalnih tečajev ali drugače) brez predhodnega pisnega soglasja kupca. 5. Plačilni pogoji 5.1 Dobavitelj bo upravičen do izdaje računa kupcu ob ali kadarkoli po dobavi blaga ali opravljenih storitvah, pri čemer mora vsak račun navajati številko naročilnice. 5.2 Razen če v naročilnici ni navedeno drugače, bo kupec poravnal račun v 30 dneh po (i) prejemu takega računa s strani kupca ali (ii) sprejetju zadevnega blaga ali storitev s strani kupca v skladu s členom 6.6, kar je poznejše. 5.3 Kupec ima pravico, da račun dobavitelja pobota z vsemi zneski, ki jih dobavitelj dolguje kupcu. 6. Dobava 6.1 Blago bo dostavljeno, storitve pa opravljene na naslovu dostave na datum ali v obdobju, navedenem v naročilnici, v vsakem primeru pa med običajnim delovnim časom kupca. 6.2 Datum dobave blaga ali opravljanja storitev je lahko določen po oddaji naročilnice, v tem primeru pa bo kupec dobavitelju razumno vnaprej sporočil določeni datum. 6.3 Čas dobave blaga in opravljanja storitev je bistvenega pomena, dobaviteljeva neizpolnitev določenega časa dobave/opravljanja pa pomeni bistveno kršitev pogodbe v skladu s členom 9.2.5, in ne glede na člen 6.9 in katero koli drugo določbo v teh pogojih, je razlog za takojšnjo odpoved pogodbe s strani kupca brez odpovednega roka. 6.4 Vsaki dobavi ali pošiljki blaga mora biti priloženo dobavno navodilo, ki navaja številko naročilnice in mora biti jasno prikazano. Dokumentacija, ki spremlja dobavo, mora vključevati tudi vse ustrezne uporabniške vodnike, navodila za uporabo, certifikate, odobritve in drugo dokumentacijo v dogovorjeni obliki in jeziku. Dobavitelj mora Syngenti prav tako
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Syngenta with all documents necessary for export, import and transit or transportation. Otherwise, Syngenta shall have the right to refuse or refuse to accept delivery. 6.5 If the Goods are to be delivered, or the Services are to be performed by instalments, the Contract will be treated as a single contract and not severable. 6.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them for visible and obvious defects following delivery; provided, however, that any such acceptance by Buyer shall not impair Buyer's rights nor diminish Supplier's obligations under the warranty and indemnity provisions of Clause 8 with respect to any other defect (latent or otherwise). 6.7 The Supplier shall supply the Buyer at the time of delivery or promptly thereafter (but in any case no later than within 7 days of delivery) with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services. 6.8 The Buyer shall not be obliged to return to the Supplier any packaging, or packing materials for the Goods, whether or not any Goods are accepted by the Buyer. 6.9 If less than the quantity of Goods specified in the Order or otherwise agreed is delivered, in addition to other remedies available to it under Clauses 6.3 and 6.9, the Buyer shall be entitled to demand immediate delivery of the outstanding quantity of Goods or a portion thereof and/or reject future delivery of the outstanding Goods or portion thereof and reduce the Price accordingly for any outstanding quantity rejected. If more than the quantity of Goods specified in the Order or otherwise agreed is delivered, the Buyer shall be entitled to (1) reject such oversupply and charge the Supplier, including by set-off against payment of the Price, its cost of storage, handling and re-delivery to the Supplier of such oversupply, and/or (2) accept such oversupply or any portion thereof and pay that portion of the Price equal to the oversupply in proportion to the quantity of Goods ordered or otherwise agreed. The Buyer shall not be obligated to return any oversupply rejected and if the Supplier does not remove such oversupply within 10 days of notification by the Buyer of	zagotoviti vso dokumentacijo, potrebno za izvoz, uvoz in tranzit ali prevoz. V nasprotnem primeru ima Syngenta pravico zavrniti ali odkloniti sprejem dobave. 6.5 Če se bo blago dobavljalo ali bodo storitve opravljene v več pošiljkah, se bo pogodba obravnavala kot ena sama pogodba in ne bo ločljiva. 6.6 Kupec bo upravičen zavrniti katero koli dobavljeno blago, ki ni v skladu s pogodbo, in se ne bo štel, da je prevzel katero koli blago, dokler nima razumnega časa za pregled morebitnih vidnih in očitnih napak po dobavi; vendar tako sprejetje s strani kupca ne bo vplivalo na kupčeve pravice ali zmanjšalo dobaviteljevih obveznosti po določbah o garanciji in odškodnini iz člena 8 v zvezi z drugimi napakami (prikritimi ali drugačnimi). 6.7 Dobavitelj bo kupcu ob dobavi ali kmalu zatem (v vsakem primeru pa najpozneje v 7 dneh po dobavi) zagotovil navodila ali druge informacije, potrebne za sprejem dobave blaga in opravljenih storitev. 6.8 Kupec ni dolžan dobavitelju vrniti embalaže ali pakirnih materialov za blago, ne glede na to, ali je kupec blago sprejel ali ne. 6.9 Če je dobavljena manjša količina blaga, kot je navedena v naročilnici ali drugače dogovorjena, ima kupec poleg drugih pravnih sredstev, ki so mu na voljo po členih 6.3 in 6.9, pravico zahtevati takojšnjo dobavo preostale količine blaga ali njenega dela in/ali zavrniti prihodnjo dobavo preostale količine blaga ali njenega dela in ustrezno znižati ceno za vsako zavrnjeno preostalo količino. Če je dobavljena večja količina blaga, kot je navedena v naročilnici ali drugače dogovorjena, ima kupec pravico (1) zavrniti to presežno količino in dobavitelju zaračunati, tudi s poboto proti plačilu cene, svoje stroške skladiščenja, ravnanja in vračila te presežne količine dobavitelju in/ali (2) sprejeti to presežno količino ali njen del in plačati tisti del cene, ki je enak presežni količini v sorazmerju s količino naročenega ali drugače dogovorjenega blaga. Kupec ni dolžan vrniti nobene zavrnjene presežne količine, če pa dobavitelj te presežne količine ne odstrani v 10 dneh po obvestilu kupca o zavrnitvi, ima kupec pravico, da to presežno količino obravnava kot
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rejection, the Buyer shall be entitled to treat such oversupply as forfeited by the Supplier and to dispose of them at will or store them at the Supplier's expense, with the right to treat them as forfeited at any time thereafter with notice to the Supplier. 6.10 Nothing contained herein shall be construed as the Buyer granting to the Supplier, either expressly or implied, any right or license in the intellectual property rights belonging to the Buyer or the members of the Syngenta group. Unless otherwise explicitly agreed between the parties, any and all studies, analyses, creative materials, reports, inventions, improvements, documents, and any other material generated by Supplier in connection with the provision of the Services and all intellectual property rights related thereto shall become the exclusive property of Syngenta. Such intellectual property rights shall be automatically, fully and irrevocably assigned to Syngenta, for an unlimited period of time and for all territories, as of the date of their performance. The remuneration for the assignment of these rights is included in the price of the Services. 7. Risk and Property 7.1 If an Order contains INCOTERMS the Contract will be governed by INCOTERMS 2020. If the Order has no INCOTERM, then 7.2 below shall apply unless expressly indicated otherwise. 7.2 Risk of damage to or loss of the Goods (excluding any damage or loss caused by any defect in the Goods existing prior to completion of delivery) shall pass to the Buyer upon acceptance of the Goods by the Buyer in accordance with the Contract. 7.3 Ownership title to the Goods shall pass to the Buyer when the Goods are made available to Buyer or the carrier at the Supplier's place of shipment, unless payment for the Goods is made prior to shipment or delivery, in which case title to the Goods shall pass to the Buyer upon payment. 8. Warranties and Liability 8.1 The Supplier warrants to the Buyer, for a period of 12 months from the date of delivery unless a longer period is specified in the Order or offered by Supplier (whichever is longer), that the Goods delivered under the Contract:	zapuščeno s strani dobavitelja in z njo ravna po svoji volji ali jo skladišči na stroške dobavitelja, pri čemer ima pravico, da jo kadarkoli pozneje obravnava kot zapuščeno, če o tem obvesti dobavitelja. 6.10 Nič v teh pogojih se ne sme razlagati, kot da kupec daje dobavitelju kakršno koli izrecno ali implicitno pravico ali licenco za intelektualno lastnino, ki pripada kupcu ali članom skupine Syngenta. Razen če ni izrecno drugače dogovorjeno med strankama, bodo vse študije, analize, kreativni materiali, poročila, izumi, izboljšave, dokumenti in drug material, ki ga je dobavitelj ustvaril v zvezi z opravljanjem storitev, ter vse z njimi povezane pravice intelektualne lastnine postali izključna last Syngente. Te pravice intelektualne lastnine se Syngenti avtomatično, v celoti in nepreklicno prenesejo za neomejeno obdobje in za vsa ozemlja z dnem njihovega nastanka. Nadomestilo za prenos teh pravic je vključeno v ceno storitev. 7. Tveganje in lastništvo 7.1 Če naročilnica vsebuje INCOTERME, bo pogodba urejena z INCOTERMI 2020. Če naročilnica nima INCOTERMA, se bo uporabljal spodnji člen 7.2, razen če ni izrecno navedeno drugače. 7.2 Tveganje poškodbe ali izgube blaga (razen poškodbe ali izgube, ki jo je povzročila kakršna koli napaka v blagu, obstoječa pred zaključkom dobave) preide na kupca ob prevzemu blaga s strani kupca v skladu s pogodbo. 7.3 Lastninsko pravico na blagu pridobi kupec, ko je blago dano na razpolago kupcu ali prevozniku na mestu odpreme dobavitelja, razen če je plačilo za blago opravljeno pred odpremo ali dostavo, v tem primeru pa lastninsko pravico na blagu pridobi kupec ob plačilu. 8. Garancije in odgovornost 8.1 Dobavitelj kupcu jamči za obdobje 12 mesecev od datuma dobave, razen če je v naročilnici navedeno daljše obdobje ali ga ponudi dobavitelj (velja daljše obdobje), da bo blago, dobavljeno po pogodbi:
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8.1.1 Will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier, at the time the Order is placed; 8.1.2 Will be free from defects in design, material and workmanship; 8.1.3 Will correspond with any relevant Specification or sample; and 8.1.4 Will comply with all applicable laws, regulations and legal requirements relating to the manufacture, production, transport, sale and/or promotion of the Goods 8.2 The Supplier warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all circumstances, in compliance with all applicable laws, regulations and legal requirements, and if the Services will be performed at Buyer's premises, Supplier shall (i) carry all risks insurance in an amount sufficient to cover any damages or losses caused to Buyer, its property or employees or to Supplier's own employees or agents in connection with the performance of the Services, (ii) comply with Buyer's health, safety and environmental policy and rules, which will be provided to the Supplier and (iii) use due care to ensure that Supplier's employees or agents will keep confidential any information disclosed or made available to or observed by (whether orally, in writing or in any other way) such employees or agents while on Buyer's premises. 8.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled: 8.3.1 To require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or 8.3.2 At the Buyer's sole option, and whether or not the Buyer has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as terminated due to the Supplier's breach and (1) require the repayment of any part of the Price which has been paid or (2) have the defective Goods and/or Services	8.1.1 zadovoljive kakovosti in primerno za kateri koli namen, ki ga je navedel dobavitelj ali ki je bil dobavitelju znan ob oddaji naročilnice; 8.1.2 brez napak v načrtovanju, materialu in izdelavi; 8.1.3 ustrezalo vsaki relevantni specifikaciji ali vzorcu; in 8.1.4 ustrezalo vsem veljavnim zakonom, predpisom in pravnim zahtevam v zvezi z izdelavo, proizvodnjo, prevozom, prodajo in/ali promocijo blaga. 8.2 Dobavitelj jamči kupcu, da bodo storitve opravljali ustrezno usposobljeni in izurjeni delavci, s potrebno skrbnostjo in marljivostjo ter na tako visoki ravni kakovosti, kot jo je v vseh okoliščinah razumno pričakovati od kupca, v skladu z vsemi veljavnimi zakoni, predpisi in pravnimi zahtevami, če pa bodo storitve opravljene na kupčevih objektih, mora dobavitelj (i) skleniti zavarovanje za vse rizike v znesku, ki zadostuje za kritje vseh škod ali izgub, ki jih je utrpel kupec, njegovo premoženje ali zaposleni ali dobaviteljevi lastni zaposleni ali zastopniki v zvezi z izvajanjem storitev, (ii) upoštevati kupčevo politiko in pravila o zdravju, varnosti in okolju, ki bodo posredovana dobavitelju, in (iii) ustrezno skrbeti, da bodo dobaviteljevi zaposleni ali zastopniki ohranili kot zaupne vse informacije, ki so jim bile razkrite ali na voljo ali ki so jih opazili (ustno, pisno ali na kakršen koli drug način), medtem ko so bili na kupčevih objektih. 8.3 Brez poseganja v katera koli druga pravna sredstva ima kupec, če katero koli blago ali storitve niso dobavljene ali opravljene v skladu s pogodbo, pravico: 8.3.1 zahtevati, da dobavitelj v sedmih dneh popravi blago ali dobavi nadomestno blago ali storitve v skladu s pogodbo; ali 8.3.2 po lastni izbiri kupca in ne glede na to, ali je kupec predhodno zahteval od dobavitelja, da popravi blago ali dobavi kakršno koli nadomestno blago ali storitve, obravnavati pogodbo kot odpovedano zaradi kršitve s strani dobavitelja in (1) zahtevati vračilo katerega koli dela cene, ki je bil plačan, ali (2) nadomestiti, popraviti in/ali odpraviti napake na okvarjenem blagu in/ali
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replaced, repaired and/or remedied by a third party, the cost of which the Buyer shall be entitled to charge to Supplier including by set-off against payment of any unpaid portion of the Price. 8.4 The Supplier shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with: 8.4.1 Breach of any warranty given by the Supplier in relation to the Goods or the Services; 8.4.2 Any claim that the Goods or Services infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises directly from compliance with any Specification supplied by the Buyer; 8.4.3 Any liability under any applicable consumer protection laws or regulations in respect of the Goods or Services; 8.4.4 Any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and 8.4.5 Any act or omission of any of the Supplier's personnel in connection with the performance of the Services. 8.5 Neither the Supplier nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is caused by a force majeure event, as defined by law. The fortuitous case does not exonerate the parties from liability. For the avoidance of doubt, mechanical breakdown or failure in the supply of utilities shall not be deemed events of force majeure. 9. Termination 9.1 The Buyer shall be entitled to revoke any Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Supplier any cost actually incurred to date by	storitvah s strani tretje osebe, katere stroške ima kupec pravico zaračunati dobavitelju, tudi s pobotom proti plačilu katerega koli neplačanega dela cene. 8.4 Dobavitelj kupca zavaruje pred odgovornostjo ter v celoti nadomesti kupcu vso izgubo, škodo, stroške in izdatke (vključno s pravnimi stroški), ki so bili kupcu naloženi ali jih je plačal kot posledico ali v zvezi z: 8.4.1 kršitvijo katere koli garancije, ki jo je dal dobavitelj v zvezi z blagom ali storitvami; 8.4.2 katero koli zahtevo, da blago ali storitve kršijo ali da njihov uvoz, uporaba ali nadaljnja prodaja kršijo patente, avtorske pravice, pravice iz modela, blagovne znamke ali druge pravice intelektualne lastnine katere koli druge osebe, razen če zahteva izhaja neposredno iz skladnosti s katero koli specifikacijo, ki jo je predložil kupec; 8.4.3 katero koli odgovornostjo po veljavnih zakonih ali predpisih o varstvu potrošnikov v zvezi z blagom ali storitvami; 8.4.4 katerim koli dejanjem ali opustitvami dobavitelja ali njegovih zaposlenih, zastopnikov ali podizvajalcev pri dobavi, dostavi in namestitvi blaga; in 8.4.5 katerim koli dejanjem ali opustitvami katerega koli od dobaviteljevega osebja v zvezi z izvajanjem storitev. 8.5 Niti dobavitelj niti kupec ne bosta odgovorna drug drugemu ali se štela, da kršita pogodbo zaradi kakršne koli zamude pri izpolnjevanju ali neizpolnjevanju katerih koli svojih obveznosti v zvezi z blagom ali storitvami, če je zamuda ali neizpolnitev posledica višje sile, kot je opredeljena z zakonom. Naključni primer ne oprosti strank odgovornosti. V izogib dvomom, mehanska okvara ali prekinitev dobave energije ne bosta šteli za primer višje sile. 9. Odpoved 9.1 Kupec ima pravico kadarkoli pred dobavo ali izvajanjem preklicati katero koli naročilnico v celoti ali le delno za blago in/ali storitve s pisnim obvestilom dobavitelju, v tem primeru pa bo edina obveznost kupca plačilo dobavitelju kakršnih koli stroškov, ki jih je dobavitelj dejansko imel do takrat
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Supplier due to Buyer's placement of such Order; provided, however, that such cost is properly documented in writing by paid receipts or the like to Buyer's reasonable satisfaction. 9.2 The Buyer shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if: 9.2.1 The Supplier makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or 9.2.2 a request for the opening of its insolvency procedure is filed it by any person (including the Supplier itself) against the Supplier; or 9.2.3 The Supplier ceases, or threatens to cease, to carry on business; or 9.2.4 The Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly; 9.2.5 If the Supplier commits a material breach of any provision of the Contract. 10. General 10.1 The Buyer is a member of Syngenta Group of companies, and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer. 10.2 The Contract is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract without the prior written consent of the Buyer. 10.3 Any notice required or permitted to be given by either party to the other under the Contract shall be by registered letter or by email and shall be addressed to that other party at its registered office or at the email address communicated by such other party or such other address/email address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.	zaradi izdaje take naročilnice s strani kupca; vendar morajo biti ti stroški ustrezno dokumentirani pisno s plačanimi računi ali podobnim, kar mora biti po razumni presoji kupca zadovoljivo. 9.2 Kupec ima pravico kadar koli prekiniti pogodbo brez obveznosti do dobavitelja, na podlagi pisnega obvestila dobavitelju , če: 9.2.1 dobavitelj sklene kakršen koli prostovoljni dogovor z upniki ali postane navzven ali zanj začne veljati upravni nalog ali gre v stečaj (razen za namene združitve ali prestrukturiranja); ali 9.2.2 katera koli oseba (vključno z dobaviteljem samim) vloži zahtevo za uvedbo postopka insolventnosti zoper dobavitelja; ali 9.2.3 dobavitelj preneha ali grozi, da bo prenehal poslovati; ali 9.2.4 kupec razumno verjame, da se bo kateri koli od zgoraj navedenih dogodkov zgodil v zvezi z dobaviteljem, in o tem ustrezno obvesti dobavitelja; 9.2.5 če dobavitelj bistveno krši katero koli določbo pogodbe. 10. Splošno 10.1 Kupec je član skupine Syngenta, zato lahko kupec izpolni katero koli svojo obveznost ali uveljavlja katero koli svojo pravico po tej pogodbi sam ali prek katerega koli drugega člana svoje skupine, pri čemer se vsako dejanje ali opustitev takega drugega člana šteje za dejanje ali opustitev kupca. 10.2 Pogodba je osebna za dobavitelja, dobavitelj pa je ne sme odstopiti ali prenesti ali poskušati odstopiti ali prenesti na katero koli drugo osebo katerih koli svojih pravic ali oddati v podizvajanje katerih koli svojih obveznosti po pogodbi brez predhodnega pisnega soglasja kupca. 10.3 Vsako obvestilo, ki ga je ena stranka dolžna ali upravičena dati drugi stranki po pogodbi, mora biti v obliki priporočenega pisma ali e-pošte in mora biti naslovljeno na drugo stranko na njen registriran sedež ali na e-poštni naslov, ki ga je sporočila ta druga stranka, ali na tak drug naslov/e-poštni naslov, kot je bil v ustreznem času sporočen v skladu s to določbo stranki, ki daje obvestilo.
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10.4 Supplier shall (i) keep confidential any information provided by or on behalf of Buyer (whether orally or in writing) in connection with this Contract, including but not limited to any Specification provided by or on behalf of Buyer, (ii) any Specification specially prepared by Supplier in accordance with Buyer's requirements, (iii) disclose such information only to those employees or agents of Supplier who need to have such information to perform Supplier's obligations under the Contract, and (iv) use due care and take appropriate measures so as to ensure the confidential treatment of such information by such employees or agents of Supplier. This Clause 10.4 shall survive the termination of the Contract for 5 years and any breach of this Clause shall be deemed a material breach of this Contract under Clause 9.2.5. 10.5 No waiver by the Buyer of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision. 10.6 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby. 10.7 The Contract shall be governed by the laws of Slovenia and subject to the jurisdiction of the Courts of Ljubljana. 10.8 The Contract shall be the complete and final agreement between the parties and any prior agreement, understanding or discussion between the parties (whether oral or written) shall be superseded by this Contract. 10.9 In case that the fulfilment of the Contract requests personal data transfer between the parties, such transfer shall be made in accordance with applicable laws, limited in scope to its core purpose, and limited in time to the minimum requested by the applicable legislation. 10.10 Any terms and conditions which differ from, or are additional to, the Contract - in particular any general/business terms and conditions of the Supplier – are hereby excluded. 10.11 Syngenta may unilaterally modify these Conditions at any time. Orders in progress at the time of publication of the new amended Conditions will not be affected by the change, remaining under the Conditions accepted at the	10.4 Dobavitelj mora (i) varovati kot zaupne vse informacije, ki jih zagotovi kupec ali se zagotovijo v njegovem imenu (ustno ali pisno) v zvezi s to pogodbo, vključno, vendar ne omejeno zgolj na to, s specifikacijami, ki jih zagotovi kupec ali so zagotovljene v njegovem imenu, (ii) vsako specifikacijo, ki jo je dobavitelj posebej pripravil v skladu z zahtevami kupca, (iii) razkriti te informacije samo tistim zaposlenim ali zastopnikom dobavitelja, ki potrebujejo te informacije za izpolnitev obveznosti dobavitelja po pogodbi, in (iv) ustrezno skrbeti in sprejeti ustrezne ukrepe za zagotovitev zaupne obravnave teh informacij s strani takih zaposlenih ali zastopnikov dobavitelja. Ta člen 10.4 ostane v veljavi 5 let po odpovedi pogodbe, vsaka kršitev tega člena pa se šteje za bistveno kršitev te pogodbe po členu 9.2.5. 10.5 Nobena opustitev s strani kupca v primeru kršitve pogodbe s strani dobavitelja ne bo štela za opustitev v primeru kakršne koli naslednje kršitve iste ali katere koli druge določbe. 10.6 Če kateri koli pristojni organ ugotovi, da je katera koli določba pogodbe v celoti ali delno neveljavna ali neizvršljiva, to ne bo vplivalo na veljavnost drugih določb teh pogojev in preostali del zadevne določbe. 10.7 Pogodba se ureja po zakonih Slovenije in spada v pristojnost sodišč v Ljubljani. 10.8 Pogodba je popolna in končna pogodba med strankama, vsak predhodni dogovor, sporazum ali razprava med strankama (ustna ali pisna) pa bo nadomeščen s to pogodbo. 10.9 Če izpolnitev pogodbe zahteva prenos osebnih podatkov med strankama, se tak prenos izvede v skladu z veljavnimi zakoni, omejen na bistveni namen in časovno omejen na minimum, ki ga zahteva veljavna zakonodaja. 10.10 Kakršni koli pogoji, ki se razlikujejo od pogodbe ali so dodatni k njej - zlasti kakršni koli splošni/poslovni pogoji dobavitelja - so s tem izključeni. 10.11 Syngenta lahko te pogoje kadar koli enostransko spremeni. Naročilnice, ki so v teku ob objavi novih spremenjenih pogojev, ne bodo prizadete zaradi spremembe in bodo ostale pod pogoji, ki so bili sprejeti ob sklenitvi pogodbe.
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time of execution of the Contract. However, any new Orders that may be executed between the parties from the date of their entry into force will be governed by such new Conditions.	Vendar pa bodo vse nove naročilnice, ki jih bodo stranke morda izvajale od datuma njihovega začetka veljavnosti, urejene s temi novimi pogoji.
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