Standard purchase terms and conditions of Telekom Slovenije, d.d.

These Standard Purchase Terms and Conditions (hereinafter: the SPTC) govern the rights and obligations between Telekom Slovenije, d.d., Cigaletova ulica 15, 1000 Ljubljana (hereinafter: TS or the Client) as the buyer of goods/services and specific Supplier as the seller of goods/services (hereinafter: the Supplier).

These SPTC lay down the rights and obligations of the Client and the Supplier, and are considered a component of a specific order, if this is stipulated by the Contract, Purchase Order, Request for a Proposal or any other relevant document. Any special agreed terms which supplement or in any way change these SPTC, are effective only if agreed in writing between the Client and the Supplier.

The Supplier’s standard purchase terms or any other standard business terms of the Supplier, relied upon by the Supplier and which the Supplier includes in his proposal, or are in any way included in any other document which the Supplier submits to TS, have no legal effect, unless TS accepts the Supplier’s standard business terms in each specific case with an explicit written approval.

It is considered that the Supplier is familiar with these SPTC, if TS informs the Supplier in its request or any other written correspondence (e.g. email, regular mail, fax, or any other means proving that the Supplier received the message) that these SPTC are a component of a specific Order, published on the TS website, or that they can be submitted to the Supplier by mail or email upon request.

1. Definitions:

Client: Telekom Slovenije, d.d.
Supplier: Legal entity or natural person to whom the Client submits his Order.
Delivery: Supply of the agreed goods and/or provision of the agreed services in a manner that the Client can use them in accordance with their purpose and agreed functionality.
Order: A Client’s order of goods and/or services on the basis of a contract / purchase order.
Contract/Purchase Order: A written document between the Client and Supplier regarding an order and including all enclosures and adopted amendments.
Contractual Parties: The Client and the Supplier.
Proposal: Submitted proposal for the implementation of an Order. Submission of a proposal is free of charge for the Client and must remain effective until the signing of the Contract and/or submission of a Purchase Order.
Fulfilment of Obligations: Each delivery of goods and/or services, implementation of services/work and/or any other fulfilment of Supplier’s obligations in accordance with the provisions of the SPTC.
Working day: Every day from Monday to Friday with the exception of work-free days in the Republic of Slovenia.

2. The Supplier accepts the following obligations:

a) General:
- To fulfil all the accepted obligations in accordance with the Contract/Order Form, proposal documentation, regulations, norms and standards, the application of which is compulsory and in the interest of the Client, as well as in accordance with these SPTC;
- To demonstrate due diligence of a good professional when fulfilling the accepted obligations;
- To propose to the Client the most suitable goods and/or services, which the Client needs, and the most suitable use of goods and/or services, in accordance with the known Client’s needs and purpose of the Client’s purchase of goods and/or services;
- To warn the Client about mistakes and missing information in the Client’s Orders;
- To acquire prior written approval from the Client for the fulfilment of the Supplier’s obligations through subcontractors, and to accept full responsibility for the fulfilment of these obligations;
- Not to hinder Client’s work process, or to hinder the Client’s work process to the minimum possible extent upon prior agreement with the Client;
- To take into account and respect all applicable Client’s internal acts, which have been notified to the Supplier by the Client;
- To take all safety measures for ensuring occupational safety and fire protection, as well as other measures required by the relevant applicable regulations;
- To accept direct responsibility for all his staff (regular employees, contractual workers, etc) and himself during the fulfillment of his obligations pursuant to these SPTC. Moreover, in accordance with these SPTC it is always considered that a specific Contract or Order has been fulfilled or unfulfilled by the Supplier;
- Subcontractors are in an exclusive contractual relationship with the Supplier, and TS can at any time request the Supplier to change the subcontractor, while the Supplier must immediately comply with the TS request.

b) Delivery of goods:
- Goods must be technically impeccable and free of material or legal defects;
- Goods must comply with all technical requirements and specifications required by the proposal documentation and the Order;
- The Supplier must be informed on the current Client’s equipment on which the goods will be installed, and the goods must comply with the relevant equipment’s technical requirements, while functioning flawlessly in connection therewith;
- The goods must be owned by the Supplier and the Supplier is entitled to sell them only if free of third party rights or burdens;
- Upon delivery the goods become the property of the Client and thereby the Client becomes the holder of all the rights related to the delivered goods.
- The delivered goods will enclose technical and other documentation in accordance with applicable regulations.

c) Delivery of commercial goods (the following obligations apply besides the obligations pursuant to bullet b) above):
- The service of delivered goods will be provided by the authorised service partner of the Supplier, which will be listed as the authorised service centre in the warranty certificate for each specific item;
- The Supplier, as an authorised importer and distributor, must ensure repair service for the delivered goods and supply spare parts even after the expiration of warranty period in accordance with applicable regulations in the Republic of Slovenia;
- The costs paid by the Client to end buyers in accordance with applicable legislation due to the enforcement of warranty claims or defects, will be reimbursed to the Client by the Supplier on the basis of monthly charges;
- The Supplier declares and guarantees that he possesses all the licences of legal patent owners, holders of models and patterns, as well as brands and other intellectual property rights required for the resale of goods, and that the reselling of goods does not violate any copyright or related rights of third parties.

d) Supply of software (besides the obligations pursuant to bullet b) above):
- The Supplier must be the holder of all related rights for the sale and supply of software pursuant to provisions of the Contract/Purchase Order and is entitled to sell the software to the Client. Moreover, the Supplier undertakes that the software is free of any third party rights or burdens, which could restrict the Client’s use of the software pursuant to the Contract/Purchase Order.

e) In case of the expiry of right to use licenced software (licence) the following provisions also apply besides the obligations under bullets b) and d):
- The Client can use the licenced software on its own system for its own purpose, in order to provide services to others, and can provide services with licenced software to third parties and enable third parties to use the licenced software as hostend service;
- The licence applies globally;

On 22/4/2021 and on the basis of Article 23 of the Articles of Association of Telekom Slovenije, d. d. and the Rules of Procedure on the Operation of the Management Board, the Member of the Management Board Telekom Slovenije, d. d. adopted the following:

Code: AKT043
Version: V 7.0
File: SNP.ENG.V7.0
• The Client can issue sub-licences of the relevant licence to third parties under the conditions stipulated by the Contract/Purchase Order, without any additional restrictions.
• The Client can use the licenced software for the creation of implemented work or it can include the licenced software in other systems or software produced by the Client itself or produced for the Client by third parties.
• With the exception of the scope required and allowed for the use of the licenced software (including the use for the creation of or inclusion in the systems and software pursuant to the previous bullet) in accordance with the licence terms for the use of the licenced software, the Client shall not copy (with the exception of backup copies), amend, also (with the exception of the scope where prohibition of such actions is not allowed by statute), nor perform an reverse engineering, decompilation, compiling or decompilation of such licenced software.

f) Provision of services:
• The Supplier must own all the required licences for the provision of the agreed services and be eligible to provide these services in the agreed manner at the agreed scope without violating third party rights.

g) Transfer of material copyright, related rights and intellectual property rights:
• Upon completion of work(s) and not later than upon receipt of work(s) by the Client pursuant to the Contract/Purchase Order, the Client acquires full and unlimited property rights thereon;
• Upon completion of work(s) and not later than upon receipt of work(s) by the Client pursuant to the Contract/Purchase Order the Client acquires full and unlimited copyright (including the right to reproduce, distribute, perform the work in digital form, lease and/or licence, transform or change, in the original or potentially changed, transformed or implemented form), as well as any potential related rights and intellectual property rights thereon for the entire duration of these rights and globally for a specific order;
• The Client acquires rights on the basis of the above two paragraphs on all works and products pursuant to the Contract/Purchase Order, including end products, user applications, intermediate products, instructions and source code;
• In the event of early cancellation of an Order due to any reason the rights from the previous paragraphs of this bullet for works and work results, which have already been delivered to the Client partly or in full, will be transferred onto the Client, while the rights relating to works and work results, which have not been delivered to the Client yet, are transferred onto the Client proportionally, based on the amount paid by the Client to the Supplier;
• The Supplier allows the Client to transfer the material copyright, acquired with the Contract/Purchase Order, onto third parties;
• Upon completion of work pursuant to the Contract/Purchase Order the Supplier binds himself to deliver to the Client the source code for products, created pursuant to the Contract/Purchase Order;
• The Supplier and/or author retain the moral copyright.

h) Protection against third party claims:
The Client acquires full and unlimited property rights thereon;
• The Client must immediately (or within the shortest possible time) inform the Supplier that the former received, or is likely to receive such a claim or lawsuit, or perform an reverse engineering, decompilation, compiling or decompilation of such licenced software.
• The Supplier explicitly warrants and guarantees to the Client, as follows:

If a claim or lawsuit, alleging that the Client violates third party rights by using the works under this Contract/Purchase Order, is filed against the Client, the Supplier will at his own discretion and on its own costs:
• Amend the works pursuant to the Contract/Purchase Order in such a way to avoid such claim or lawsuit, while the works must remain functionally unchanged;
• Provide suitable licences and permissions required to avoid the claim or lawsuit.

After the Client informs the Supplier that the former received, or is likely to receive such a claim or lawsuit, the Client and Seller shall agree on possible solutions and manner of resolution. If the Supplier cannot fulfil his obligations and/or perform one of the two options pursuant to the previous paragraph of point f), the Client can cancel the Contract/Purchase Order. Regardless of such cancellation of Contract/Purchase Order the provisions regarding the protection and security pursuant to this point remain in force.

3. Payment terms
The Supplier will issue an invoice to the Client for each completed order. The invoice must be issued within three (3) working days upon the delivery of goods and/or provision of services.

The Supplier must equip each invoice with the Order number, name and reference to the Contract/Purchase Order, and enclose a signed declaration/certificate on the delivery of goods and/or provision of services. The Supplier must send all invoice to the following address: Telekom Slovenije, d.d., Cigaletova ulica 15, 1000 Ljubljana.

The Client undertakes to pay each invoice in due time, as stipulated by the Contract/Purchase Order. Telekom Slovenije pays the invoices three times a week, i.e. each Monday, Wednesday and Friday. The invoices with due dates on Tuesday are thus paid on Monday, and the invoices with due dates on Thursday are paid thus paid on Wednesday. If payment dates are holidays under the law, the Client will pay the invoices on the first following working day.

If the Contract/Purchase Order stipulates that the Supplier issues invoices each month, the invoice for the delivered goods and/or provided services during the previous month must be issued within three (3) working days upon expiration of the previous month.

If the Supplier makes several deliveries and/or provides several services, the invoice for completed delivery of goods and/or provision of services in a specific calendar month is issued in accordance with the above paragraph.

In the event of delivery of goods and/or provision of services the Client reserves the right to retain the payment. The relevant criteria are laid down in the Contract/Purchase Order.

In the event of Client’s late payments, the Supplier can charge to the Client default interests in accordance with the statutory default interest rate.

Transfer of Client’s debt from the Contract/Purchase Order to the benefit of a third party is possible only on the basis of the Client’s written consent.

If the Supplier and the Client agree on the date of early payment, the Client will fulfil his obligation prior to the deadline agreed with the Contract/Purchase Order, and the Supplier will grant a financial discount for the time from the date of invoice to the invoice due date according to the Client’s tariff rate, applicable for the approval of discounts. The Supplier will issue a credit note in the amount of the financial discount to the Client at least three (3) working days prior to payment.

The Supplier will also submit all invoices related to the Contract/Order in the form of e-invoices according to the established standard of the e-banking applicable version with included visualisation via the e-banking channels to the agreed Client’s bank account. The Supplier/Contractor may also provide an invoice in PDF format, if its IT support allows it to do so.

4. Insurance
With due consideration of the subject and value of order the Client can request the Supplier to provide different types of insurance as follows:

b) bank guarantee;
• surety insurance;
• blank bill of exchange “without protest” including the relevant declaration.
The goods must be packed in a way to prevent the damaging of the content and delivery of all components. However, the liability for damage or harm to a specific component stipulated by the Slovenian Consumer Protection Act (ZVPot).

Each consignment must be equipped with a delivery note showing the content of the scope of Contract/Purchase order under the same or more favourable terms, if there are no applicable major restrictions on behalf of the Supplier.

If the market conditions in the market change after signing of the Contract or issuing of the Purchase Order, the Supplier must provide further goods/services under those, more favourable terms.

6. Date and place of delivery of goods and/or provision of services

The Supplier will deliver the goods and/or provide services to the Client within the deadline laid down in the Contract/Purchase Order.

The Supplier will deliver the goods and/or provide the services in accordance with the DDP delivery conditions at the Client’s location (Incoterms 2020).

Each consignment must be equipped with a delivery note showing the content of the delivered consignment, as laid down by the legislation of the Republic of Slovenia. Commercial goods must also include all relevant documentation as stipulated by the Slovenian Consumer Protection Act (ZVPot).

In the event that the ordered equipment consists of several components, which together form a functional whole, the goods are considered delivered upon the delivery of all components. However, the liability for damage or harm to a specific delivered component will be transferred to the Client upon delivery of a specific component.

If the goods are commissioned in pallets/boxes, each pallet/box must be equipped with a list of goods’ serial numbers.

The goods must be packed in a way to prevent the damaging of the content and to allow further transport and storage. The packaging must effectively protect the goods from damage and corrosion during transport and during potential later storage. The Supplier is responsible to the Client for all damage incurred due to inadequate packaging.

If special diligence is required during the removal of packaging, the Supplier must inform the Client in due time before the delivery.

7. Acceptance of goods and/or services

The Client must accept the correctly delivered goods, store them correctly and protect them from any damage in accordance with the technical requirements and insurance regulations, while the Supplier must present to the Client all relevant instructions for the correct handling of goods.

The certificate of delivery of goods and/or provision of services must include at least the following information:

- Number of Purchase Order/Contract;
- Unambiguous description of the delivered goods content;
- EU customs tariff/commodity code of the product if the supplier is not from the EU;
- Gross/nett weight of the consignment;
- Specification of packaging (cardboard, plastic, wood), expressed in kilos.

The bank guarantee or surety insurance must be issued by a bank or insurance company with its registered office in the EU. In the event that they are issued by a bank or insurance company from Slovenia their credit rating must be at least Ba3 according to Moody’s or at least BBB- according to Finch or Standard & Poor’s. In the event that the bank guarantee or surety insurance is issued by a foreign bank or insurance company in Slovenia, or a bank or insurance company abroad, the credit rating of the (parent) bank or insurance company must be at the level of risk-free rate of return or at least Ba3 according to Moody’s or at least BBB- according to Fitch or Standard & Poor’s.

In case of Client’s explicit request that the goods must be equipped with a bar code, the Client’s warehouse shall only accept the goods which meet the requirements: a) label: serial number in the form of a linear bar code CODE 128 (up to 18 characters); and b) the quality, installation and size according to the standard set by the Client.

Acceptance of goods and/or provided services: for a specific range of goods and/or services is performed by signing the delivery certificate, which is signed by the representatives of the Client and the Supplier.

On the date of signature of the certificate on the delivery of goods and or certificate on the provided services it is considered that the Client accepted the goods and/or services and the Supplier can issue an invoice. The Client will submit in writing to the Supplier any potential complaints in connection with the quality and/or quantity upon acceptance. The Supplier must immediately, or within eight (8) days upon the receipt of the written notification from the Client, remedy any deficiencies and defects at his own costs.

8. Supplier’s guarantees and warranties

a) For goods and/or services

- The Supplier guarantees that the delivered goods comply with the standard technical requirements and other applicable regulations, as well as documentation for the preparation of the proposal;
- The Supplier guarantees to the Client the flawless provision of services when fulfilling the accepted obligations;
- The warranty for flawless operation of delivered goods, which are subject of the Contract/Purchase Order is twelve (12) months or the same as the warranty provided by the manufacturer of goods, in the event that the latter is more favourable for the Client;
- The warranty for flawless provision of services which are the subject of the Contract/Purchase Order is thirty-six (36) months;
- The warranty period begins on the date of use of goods and/or the date of delivery of goods falling within the scope of the Contract/Order;
- During the warranty period the Supplier must immediately, or within eight (8) days upon receipt of the Client’s written notification, and at his own expense remedy the discovered faults of goods and/or services, which have been discovered during the warranty period;
- In the event that a repair must be performed for remedying reported faults which have been discovered during the warranty period, the warranty period is extended for the duration of the repair and/or the time during which the Client was unable to use goods.
- In urgent events, when the Supplier cannot use any goods or services in accordance with their basic purpose, or when the Supplier cannot use other goods in accordance with their basic purpose due to the former, and when there is a danger of increased security, business or any other risk on behalf of the Client, the Supplier will – upon Client’s request, immediately, without any additional payments and within the agreed deadline, provide a new, at least equivalent item from the same price range, which are equivalent in their nature to the standards and purpose of goods that were submitted for warranty repairs. During this time the Client will be provided with free use of substitute goods until the all discovered faults of goods submitted for repairs are remedied, or until the provision of a new equivalent item in accordance with the paragraph below;
- In the event that the remedying of reported fault is not possible the Supplier must without any surcharge and within the agreed deadline deliver a new, at least equivalent item in the same price range, the purpose of which will completely correspond to the standards and purpose of goods that were submitted for warranty repairs;
- Besides the rights specified on account of guarantees, the Client also has the right to demand the payment of liquidated damages, in the event that the Supplier does not remedy the reported faults within the agreed deadline;
- In the event of enforcement of the right to remedy the reported fault, which has been discovered during the warranty period, both Parties can also agree in writing on a different right on account of warranty.

b) For commercial goods
The warranty for flawless operation of delivered goods, which are the subject of the Contract/Purchase Order, lasts twenty-four (24) months, or as long as the warranty of the manufacturer of goods, if the latter is more favourable for the Client;

by the Supplier and/or his authorised service centre within forty-five (45) days upon receipt of the request for remedying the fault and deficiency from the end buyer, must be replaced by the Supplier and/or his authorised service centre with new flawless equipment of the same type and free of charge. In the event that the Supplier and/or authorised service centre does not repair or replace the equipment and the end buyer requests the return of payment directly from the Client, the Client will issue an invoice for this item, or the document “Return to the Supplier including reference to the Purchase order”.

The end buyer can also submit the warranty claim directly to the Client. The Supplier and/or his authorised service centre must repair the equipment under warranty or remedy faults at his own expense within forty (40) days upon the receipt of the Client’s claim, or within a corresponding timeframe, so that the Client can return the repaired equipment to the buyer within forty-five (45) days upon the receipt of the claim from the end buyer. If the equipment is not repaired within the above-specified deadline, the Supplier’s authorised service centre will replace the faulty equipment with new flawless equipment of the same type and free of charge. In the event that the Supplier and/or authorised service centre does not repair or replace the equipment, and the end buyer requests the return of payment directly from the Client, the Client will issue an invoice for this item or the document “Return to the Supplier including reference to the Purchase Order”.

Equipment with the fault in operation, detected by the end buyer will be returned to the Supplier by the Client with an enclosed document: “Return to the Supplier including reference to the Purchase Order”, while the Supplier will issue a credit note for the returned equipment in the amount of the purchase price.

The document serves as the basis for issuing of the credit note by the Supplier. The deadline for the reimbursement of the amount must not be later than the payment due date, which is agreed for each specific delivery. However, in the event of later payments, the Supplier will be charged statutory default interests.

The Client will return the faulty goods (claims incurred by warranties and guarantees for defects) to the Supplier at least once a month or according to their agreement on the basis of a complaint record.

The costs which the Client will pay end buyers in accordance with applicable legislation governing the enforcement of their claims (e.g. reimbursement of end buyers' travel costs, reimbursement of costs of credit notes for subscription during the repair of terminal equipment in the event that clients do not receive replacement terminal equipment from the authorised service centre, etc) will be reimbursed by the Supplier on the basis of monthly payments.

c) Other contractual parties’ obligations

Besides the obligations under bullets a) and b) of Section 8, the following provisions also apply for claims due to warranties for defects:

- Deadlines for enforcement of claims due to guarantees for defects and due to guarantees for flawless operation of goods begin on the date when the goods are collected by the end buyer;
- Besides the provisions of the relevant Purchase Order, when enforcing end buyers’ claims, the Supplier must also comply with the provisions of applicable legislation especially if the former are more favourable to the buyer;
- When assessing, whether there is a fault on goods for the purpose of enforcement of claims due to defects and/or enforcement of claims due to warranty on goods, the Supplier shall appoint a professional, who submits a written professional opinion on the existence or non-existence of a fault on the faulty goods within three (3) days upon receipt of the Client’s written request.

Heads of sales centres are the persons responsible for issuing of requests for acquisition of the opinion on behalf of the Client. Furthermore, the Supplier appoints the persons for the issuing of professional opinion on behalf of the Supplier and notifies the name of the appointed person to the Client in writing.

The Supplier must notify any changes with regard to the professional to the Client in due time, so the Client can properly fulfill the end buyers’ claims, but not later than the date on which the change becomes effective.

The warranty period begins on the date of delivery / first use of goods, which are the subject of the order. However, a different warranty period may be laid down in the Contract/Purchase Order.

The end buyer can submit the warranty claim directly to the Supplier and/or his authorised service centre. Equipment, which is not repaired if the professional appointed by the Supplier does not submit his opinion in due time, the Warranty Claim of the end buyer is considered well-founded.

9. Liquidated damages

In the event of delays, non-fulfilment of obligations from the Contract/Purchase Order and/or faulty implementation of obligations from the Contract/Purchase Order the Supplier must pay liquidated damages to the Client in the amount of at least one percent (1%) of the total annual value of the Order for each calendar day of the delay, however not more than ten percent (10%) of the total contractual value of the Order.

If the total value of the Order is not specified, the Supplier must pay to the Client liquidated damages in the amount of one percent (1%) of the total annual value of the Order for each calendar day of the delay; however not more than ten percent (10%) of the total annual value of the Order.

In the event that the Client incurs damage due to delays and/or non-fulfilment of the Order due to Supplier’s fault, and the damage is higher than the amount of liquidated damages pursuant to the first or second paragraph of this section, the Supplier must compensate the entire damage.

The Client will issue an invoice to the Supplier for the charged liquidated damages. Moreover, the Client can settle the due amount of liquidated damages with any outstanding payables of the Client towards the Supplier. The payment of liquidated damages does not relieve the Supplier from the fulfilment of accepted obligations.

The Client reserves the right to liquidated damages within thirty (30) days from the discovery of grounds for enforcing liquidated damages.

Besides claiming liquidated damages, the Client also has the right to cancel the Order without notice in the event of Supplier’s delays in delivery of goods and/or provision of services which exceed five (5) days.

10. Anti-corruption clause

The contracting parties hereby confirm that none of them as well as no other person in their name or on their behalf at no time before the conclusion, at the time of signing or in the execution phase of this Agreement as well as any other connected agreement, has not and will not offer, provide or promise any unlawful benefit to the other contracting party, its employee, officer, member of management or supervisory body, representative, agent or any third person for: • getting awarded an agreement, or • concluding agreement under more favourable terms, or • omitting due supervision over executing contractual obligations, or • committing any other act or omission through which the contracting party or a third person could suffer unlawful damages or a contracting party, its employee, officer, member of management or supervisory body, representative, agent or any third person could gain unlawful benefit.

In the event of a breach of this clause, the concluded Agreement is deemed null and void and does not constitute and obligations for the contractual parties.

11. Business secret

Business secrets include all the information and documentation referring to the subject of Contract / Order Form. Therefore, authorised persons and other personnel with access thereto must not in any case, without explicit prior consent of the authorised person, notify or communicate this documentation to third parties, with the exception of persons, who must receive such information ex officio, or authorised persons in accordance with applicable legislation and regulations.

The business secret of the Client must also be protected by the Supplier’s staff and other persons which the Supplier will include in the provision of work under the Contract/Purchase Order, provided that they were aware, or they should have been aware, that specific information constitutes a business secret, regardless of the manner in which they gained knowledge of such information. The Supplier binds himself to bind his employees and other persons participating in the implementation of work under the Contract/Purchase Order to protect business secrets.
Furthermore, business secrets also include information for which it is evident that their disclosure to unauthorised third parties would result in significant business damage.

Business secrets must be protected even after the termination of Contract/Purchase Order until declassification by the Client and for as long as the relevant information does not become public.

Supplier is aware that the Client is subject to Access to Public Information Act and that this Agreement or parts thereof can be subject to publication or disclosure.

12. Protection of personal data

The contractual parties shall treat personal data, with which they acquainted themselves when conducting the transaction, in accordance with the provisions of regulations and the legislation governing personal data protection.

The parties shall use personal data for purposes of carrying out the agreed transaction and of meeting the legal obligations, and ensuring all the necessary organisational, technical, logical and technical procedures and measures in order to protect personal data, prevent any accidental or intentional unauthorised destruction of data, changing thereof and unauthorised processing.

The parties shall restrict the number of persons having access to personal data and enable access only to those persons who require it, and shall ensure that persons with access to personal data are bound to protect personal data.

In cases where the Supplier is the data processor for the Client, the contractual parties shall conclude a relevant written agreement on processing data.

13. Force majeure

Neither Party is responsible for the non-fulfilment of its obligations under the Contract / Order Form, which is the result of a force majeure. In the event that a Party cannot fulfil its obligations under the Contract / Order Form, it must immediately notify the other Party, whereby it must include the reason of the force majeure.

Force majeure includes all unexpected and unforeseeable events, beyond the control of the Parties, which the Parties could not expect, prevent and reject.

The Parties can request the amendment of the Contract/Purchase Order in the event of a force majeure. The deadlines in the Contract/Purchase Order can be extended at least for the duration of the force majeure, while the Parties set new deadlines in writing, in the form of an Annex to this Contract and/or Purchase Order.

14. Environmental and energy provision

When implementing an Order the Supplier agrees to comply with all statutory requirements and best practices in the area of energy management and environmental protection, and related fields; especially provisions governing occupational safety and health, management of chemicals and other dangerous substances, transportation of dangerous goods, fire protection and energy efficiency.

The Supplier agrees to comply with all the requirements of the Client’s environmental and energy policies, waste management plan and guidelines for waste separation by locations, and to maintain contact with the competent persons, responsible for energy and environmental management by location (location administrators). The Supplier can acquire information on the content of the listed documents with the Client’s contact person at the web site www.telekom.si or may be obtained from location administrator. However, in the event of any lack of clarity the Supplier must contact the Client’s main administrator of the Energy and Environmental Management System or his/her deputy. Moreover, in the event of detected increased level of danger and or discrepancies the Supplier must immediately notify the Client’s Contract person as well.

By signing this Contract or accepting the Purchase Order the Supplier declares that he takes into account the Best Available Technologies and Practices (BAN) and has promptly arrange the management of packaging, packaging waste, electrical and electronic equipment, waste electrical and electronic equipment, batteries and scrap batteries in accordance with applicable regulations governing these fields.

The Supplier is informed that when procuring services, products and equipment that have an impact on energy usage, that procurement is evaluated in the basis of energy efficiency in the lifetime expected as well and that the process is being documented according to internal rules of the organization.

The Supplier must inform the Client by email to the agreed email address specified in Contract and/or Purchase Order at least three (3) working days prior to delivery of the subject of Contract and/or Purchase Order, if the delivered/installated materials contain dangerous materials, which are subject to special legal and regulatory provisions (RoHS, REACH, etc). He must thereby enclose a declaration certifying that he complies with all the statutory requirements for the management of specific dangerous materials.

15. Labour processes and human rights

The Supplier undertakes that during the implementation of the Order – it shall respect human rights and equal opportunities in the workplace, and to implement recruitment procedures entirely in compliance with all relevant legislation and regulations, including:

- Compliance with the prohibition of unlawful discrimination and mobbing in the workplace;
- Exclusive use of voluntary labour;
- Provision of work-related documentation (e.g. personal IDs, immigration documents, salary sheets, etc) to employees;
- Non-recruitment of children and minors;
- Restrictions of night work and dangerous work for children under the age of 18;
- Compliance with the prohibition of physical punishment or abuse;
- Copniality with the statutory maximum permissible daily and weekly workload, including overtime;
- Respect of worker’s rights regarding free association and negotiation of collective agreements in accordance with legal requirements.

16. Use of brands

The Supplier cannot use the Client’s brands or the Client’s name without prior written approval from the Client.

Unless the Client and the Supplier agree otherwise the Client can use the brands and name of the supplier for purposes, as required for the usual use of goods and/or services. When doing so, the Client will always act in accordance with the relevant reasonable instructions of the Supplier, and always without harming the reputation and goodwill of the Supplier.

The Supplier undertakes that during the implementation of the Order it shall comply with all the prohibitions and restrictions regarding the use of brands, and/or company names.

The Supplier undertakes that during the implementation of the Order it shall not use the Client’s brands or the Client’s name without prior written approval from the Client.

17. Validity of the Contract/Purchase Order

The Contract becomes valid for the period agreed by the Parties in the specific Contract, while the Purchase Order becomes valid on the date of the order.

18. Termination

Termination of the Contract and the cancellation of the Purchase Order must be performed in writing and submitted through registered mail, and include the length of notice which begins on the date of submission of the notice of termination and/or cancellation to the other Party.

The Supplier is informed that when terminating the Contract or cancelling the Purchase Order the Supplier must immediately notify the Client and/or Provider of the termination and/ or cancellation.

Each Party can terminate the Contract or cancel the Purchase Order with or without notice in the event that the other Party terminates its business, becomes insolvent, or is a subject of a potential bankruptcy or other insolvency proceedings.
19. Respect for ethical and business standards

The Supplier shall be obliged to observe the Code of Conduct for suppliers of the Telekom Slovenije Group, which sets out the fundamental principles and standards, and is available at www.telekom.si (hereinafter: the Code).

The provisions of this Code are of key importance for the business relationship between the Client and the Supplier. The Code shall be applicable for the entire duration of the business relationship between the Client and the Supplier.

The Client reserves the right to verify the compliance of the conduct of the Supplier with this Code in case of suspected breach thereof. If the Client finds that there has been an infringement of the Code, the Client may withdraw from the Contract, regardless of the other contractual provisions between the parties, without notice or it may cancel the Purchase Order.

20. Final provisions

This Contract/Purchase Order is not transferable without the prior written consent of the other Party. Any attempt to transfer the rights, duties and obligations under the Contract/Purchase Order without the consent of the Client is void. This does not apply to amendments which are the result of status changes with the Client or the Supplier.

In the event of discrepancies between the provisions in the Contract/Purchase Order and these SPTC, the provisions of the Contract/Purchase Order will apply.

In the event of discrepancies between the provisions in the request for proposal and these SPTC, the provisions of the Request for Proposal will apply.

The Client and the Supplier agree that all changes and supplements of the Contract/Purchase Order apply only if accepted in writing as an Annex to the Contract and/or Purchase Order.

The Client and the Supplier agree to jointly resolve any potential disputes originating from the Contract and/or Purchase Order and for the interpretation of these SPTC.

Only the law of the Republic of Slovenia will apply in all disputes originating from the Contract and/or Purchase Order and for the interpretation of these SPTC.

However, the provisions of the Code of Obligations apply for arranging mutual right and obligations which are not explicitly agreed by the Contract/Purchase Order the provisions of the Code of Obligations apply.

21. Use of language

These SPTC are written in Slovenian and English. The only true text of these SPTC is the version written in Slovenian, which is also the only relevant version for interpretation and/or the version used in the event of a dispute. The version written in English serves solely for information purposes.

22. Amendments of the SPTC

These SPRC are interpreted as a Contract/Purchase Order, therefore they are considered as such, if stipulated by the Contract/Purchase Order.

In accordance with applicable legislation and its business policy TS can amend these SPTC at any time.

23. Validity of these SPTC

These SPTC enter into force on the date of publication and shall apply from 1/5/2021 onwards. On the date of application of these SPTC the SPTC of 15/3/2019 cease to effect.

The SPTC are published on the TS website.

Telekom Slovenije, d.d.
Barbara Galičič Draksler
Member of the Management Board