

# SARTORIUS

## General Terms and Conditions of Purchase for Slovenian entities

Za slovenske pogodbe, slovenska verzija pogojev (stran 13-24) prevlada v primeru razlik med slovenskim in angleškim besedilom. Pri pogodbah, kjer so stranke iz 2 ali več različnih držav ima prednost angleška različica (strani 1-12).

For domestic contracts, the Slovenian version of the GTC (pages 13-24) shall prevail in the event of divergence between the Slovenian and English text. For contracts of a cross-border nature, the English-language version (pages 1-12) shall take precedence.

### 1) ACCEPTANCE, SCOPE AND STRUCTURE OF THESE TERMS

- a) The present General Conditions of Purchase define the terms of purchase of applicable Goods and Services between the Sartorius company placing the Order (as defined hereafter) and its suppliers, sellers, service providers or subcontractors as appropriate (hereinafter "Supplier").
- b) The present General Conditions of Purchase are entirely applicable as soon as the Order is accepted under the terms defined in Article 3 a) hereinafter, as the sole contractual terms applicable between the Supplier and Sartorius, the Supplier giving up its own general conditions of sale. Any withstanding, amending or deviating terms and conditions of Supplier shall not apply, even if Sartorius, knowing of such terms and conditions of Supplier, does not object to them explicitly
- c) All Orders of Sartorius are exclusively governed by the present General Conditions of Purchase and any particular conditions mentioned in the Order (hereinafter "Particular Conditions") as well as (as the case may be) all other contractual documents (hereinafter designed "Other Contractual Documents") defined in the Particular Conditions.
- d) If there is any contradiction between those different documents, the priority order will be as follow:
  1. Particular Conditions
  2. General Conditions of Purchase, and
  3. Other Contractual Documents
- e) Particular Conditions, General Conditions of Purchase and Other Contractual Document constitute the entire agreement between Sartorius and the Supplier (the

"Agreement") and prevail over all other prior document, express or implied, written or oral.

- f) In the event the cooperation between Sartorius and the Supplier under which Sartorius may purchase and take delivery of ordered Goods and Services from Supplier for resale, and Supplier may manufacture, sell and deliver to Sartorius the volumes and versions of Goods and Services ordered by Sartorius, are governed under the terms of a separate purchase agreement, or quality agreement (together the "Related Agreements"), the provisions of the Related Agreements will prevail in the event of any conflict between any provisions of this Agreement and any provision of any Related Agreements.
- g) The present General Conditions of Purchase shall only apply vis-à-vis commercial suppliers and/or contractors and with respect to commercial transactions.
- h) These General Conditions of Purchase shall apply to all transactions between Sartorius and the Supplier in the version current at the time of the conclusion of such transaction, even if their application has not been expressly agreed again.
- i) No variation to these General Conditions of Purchase shall be binding unless agreed in Writing between the authorized Representatives of the Supplier and Sartorius.

### 2) DEFINITIONS

In these General Conditions of Purchase:

**"Affiliate"** means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with the ultimate parent company of such Party. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity.

**"Business Day"** means any day other than a Saturday, Sunday or any day which is a public holiday or any day on which banking institutions are authorized or required by law or other governmental action to close.

**"Confidential Information"** means any information that is confidential in nature concerning the other Party and/or its Affiliates, including, without limitation, any details of its business, affairs, customers, clients, suppliers, Intellectual Property, plans, strategy, products (either existing or under development), or services.

**"Deliverable"** mean Goods, software, information,

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technology, and any other items (e.g. reports) to be delivered by Supplier pursuant to the Agreement, including any such items furnished incident to the provision of Services.

**"Delivery Location"** means the location specified in the order to which Supplier shall procure the delivery of the Goods.

**"Force Majeure"** means any event outside the reasonable control of either Party and shall include, without limitation, war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority (including but not limited to shelter-in-place orders), failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, pandemic, epidemic, or Acts of God.

**"Goods"** means the goods, components, raw materials (including any instalment or any parts for them) which Supplier is to supply in accordance with this Agreement.

**"Intellectual Property"** means patents, patent applications, designs, Inventions (as hereinafter defined), invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, data bases, trademarks, service marks, trade names, brand names, logos, and trade dress and any similar proprietary rights and any licenses or user rights related to the foregoing.

**"Invention"** means any new device, design, product, computer program, article, method, process, or improvement or alteration thereon, work of authorship or derivative thereof, or any of the foregoing that is patentable, copyrightable, protectable under any applicable mask works law, protectable as a trade secret or protectable under any similar law, whether registered or not.

**"Order"** means all order(s) placed by Sartorius for the supply of Goods and/or performance of Services.

**"Price"** means the price for the Goods or Services determined in accordance with the Order and "Prices" shall be interpreted accordingly.

**"Representatives"** means Sartorius and Supplier's respective employees, agents, consultants, officers, subcontractors and Affiliates.

**"Services"** means all services described in the Order and/or supplied by the Supplier to Sartorius under these General Conditions of Purchase.

**"Specifications"** mean the description of the Goods and Services and attached to the Order or otherwise provided to the Supplier by Sartorius in Writing.

**"Supplier"** means the person or entity who accepts the Order from Sartorius for the purchase of the Goods or Services, or whose quotation for the Goods or Services

is accepted by Sartorius.

**"Warranty Period"** means the period commencing on the later of (i) the date the Goods are received by Sartorius or the Services are performed, and ending two (2) years thereafter; (ii) or commencing on the date on which the Goods have been put into service for their specified use or the Services performed and ending two (2) years thereafter.

**"Writing"** means communication by registered letter or by e-mail and written will be interpreted accordingly.

Any reference in these General Conditions of Purchase to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these General Conditions of Purchase are for convenience only and shall not affect their interpretation.

## 3) ORDERS

- a) The Supplier shall acknowledge receipt of the Order placed by Sartorius and any variation (if applicable) within two (2) Business Days.
- b) Acceptance of the Order (whether made by written or oral acknowledgement or shipment of the Goods or performance of the Services subject to and specified in the Order, or any part thereof) constitutes acceptance by the Supplier of these General Conditions of Purchase. Any delivery made or work started by the Supplier pursuant to the Orders shall constitute acceptance of the Order.
- c) The Supplier acknowledges that except as specifically provided within the Order, the rates and Prices therein are sufficient to cover its obligations, whether expressed or implied under the Order. When the work or any part of it is to be performed anywhere other than the Supplier's premises, it shall be deemed to have satisfied itself as to all local conditions and other factors as may affect the performance of the work.

## 4) SPECIFICATIONS

- a) Sartorius is, at all times, relying on the Supplier's knowledge and skills. To that extent, the Supplier warrants that the quantity, quality and description of the Goods and the Services shall, subject as provided in these General Conditions of Purchase, be as specified in the Order and/or in any applicable Specification supplied by Sartorius to Supplier, or agreed in Writing by Sartorius. The Goods and Services shall comply with all relevant legislation and any applicable up-to-date

standards.

- b) The Goods supplied shall be new and shall not have been used previously.
- c) The Supplier shall clearly list any exceptions or deviations to requirements to the Specifications and all other documents and standards and each deviation shall be serially numbered. The deviations must be supported by strong justification and is subject to Sartorius' prior written approval to become effective. In the absence of a separate exceptions list, the documents shall be considered accepted by the Supplier.
- d) Any Specification supplied by Sartorius to the Supplier or specifically produced by the Supplier for Sartorius in connection with the Order, together with any Intellectual Property rights in the Specification, shall be the exclusive property of Sartorius. 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 its own, or as required for the purpose of the Order.
- e) These warranties shall survive acceptance of these General Conditions of Purchase and are in addition to any warranties of additional scope given to Sartorius by the Supplier. No implied warranties are excluded.

## 5) PRICE AND TERMS OF PAYMENT

- a) Prices exclusive of VAT but inclusive of all packaging as stated on the Order shall remain fixed until the delivery and acceptance of all Goods and completion of all the Services, which are the subject of the Order in accordance with these General Conditions of Purchase.
- b) No invoice will be accepted or processed for payment unless it refers to the Sartorius Order number, is appropriately addressed and provides sufficient detail with respect to each item invoiced.
- c) Sartorius shall pay all invoices as per the terms defined in the Order.
- d) In the event that payment is made before delivery of any or all of the Goods or the Services, the Supplier hereby grants to Sartorius, and Sartorius shall have, a security interest in the Goods, components and/or raw materials used in or purchased or designated for the manufacture of the Goods or purchased using any money paid by Sartorius (or its subsidiaries or agents)

to the Supplier (or on the Supplier's behalf), which security interest shall attach to the Goods, components and such raw materials immediately upon the Supplier's receipt of such payment. The Supplier also agrees to execute and file (or, at Sartorius' discretion, permit Sartorius or Sartorius' agents to file), or take such other reasonable actions as deemed necessary by Sartorius, in order to evidence such security interest, at the Supplier's cost.

- e) The making of payment shall not be deemed to constitute acceptance thereof.
- f) All costs, damages or expenses for which the Supplier is liable to Sartorius may be deducted from any amounts due or becoming due to the Supplier, or may be recovered from the Supplier by action at law or otherwise.

## 6) SECURITY STOCK

- a) In order to guarantee Sartorius a certain security and avoid all cease of deliveries, the Supplier agrees and commits itself to maintain a security stock in its factory premises of the Goods listed in the Order issued by Sartorius, and in conformity with the terms listed in the Particular Conditions and/or Other Contractual Documents.
- b) Sartorius reserves the right to audit at any time the security stock in the Supplier's factory premises or other facilities, which Supplier herewith accepts. The audit will be undertaken by an employee or any agent of Sartorius, who will be designated for this purpose

## 7) RISK AND PROPERTY

- a) Risk of damage to or loss of the Goods shall pass to Sartorius when the Goods have been delivered and unloaded.
- b) Where payment for the Goods is made prior to delivery, the title in the Goods shall pass to Sartorius once payment has been made and the Goods have been appropriated or allocated to Sartorius.

## 8) DELIVERY AND IDENTIFICATION OF GOODS AND PERFORMANCE OF SERVICES

- a) Goods and Services shall not be dispatched or performed prior to receipt by the Supplier of Sartorius' written Order. The Goods shall be delivered (and all work associated therewith shall be completed) to the Delivery Location and the Services shall be performed by the date(s) specified in the associated Order or as otherwise agreed

by Sartorius in Writing.

- b) The Supplier agrees to perform the Services in accordance with safety rules of Sartorius and applicable safety laws and regulations whenever the Supplier is on Sartorius' premises.
- c) Time shall be of the essence of the Supplier's obligations hereunder. If the Supplier fails to begin performing the work upon receipt of the Order, or it appears to Sartorius that the Supplier may not be able to complete the work by the required date, or the Supplier fails to do so, Sartorius may terminate the Order or any part thereof in accordance with the provisions of Clause 15 hereof.
- d) Without prejudice to any other remedy, if the deliveries of Goods are not made or the Services are not performed on the due date(s), or without certificates, identification or documentation in full compliance with Sartorius' requirements, Sartorius shall be entitled to recover from the Supplier, by way of damages and not as a penalty (either directly or by deduction from any amounts due or which become due to the Supplier) a sum equivalent to 5% of the Price for each week's delay up to a maximum of 50% of the Price (or such other percentage and /or period as may be specified in the Order, Particular Conditions and/or Other Contractual Documents).
- e) Goods delivered in excess of the amount called for in the Order, or without Sartorius written Order, may be refused and returned to the Supplier at the Supplier's expense, and Sartorius shall be entitled to invoice the Supplier for a handling fee which may amount ten per cent (10%) of the Price of the delivered Goods. .
- f) To the extent that they do not conflict with the terms and conditions of the Order, Incoterms latest edition shall apply to the Order.
- g) Each package or case shall be clearly marked with the Supplier Company's name and Order number and Sartorius' order reference. Where required in accordance with the relevant EC directive, Goods shall be stamped with the EC mark on the product, the documentation and the packaging. Any failure from the Supplier to comply with the provisions of this Clause 8 g) may give right to Sartorius to refuse and return the Goods to the Supplier at the Supplier's expense, and Sartorius shall be entitled to invoice the Supplier for a handling fee which may amount ten per cent (10%) of the Price of the delivered Goods.
- h) The Supplier shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. No charge will be allowed for packing,

crating, loading, or storage without Sartorius' written permission.

- i) All Goods shall be suitably packed to withstand normal freight handling and to withstand periods of storage and if the Goods or any parts of them are damaged due to faulty or inadequate packing, the damaged Goods or part of them shall be repaired or replaced at the Supplier expense whether or not delivery has been accepted.
- j) An Order and/or delivery shall not be deemed complete until all Goods and all other related Deliverables (including manuals and other documentation) and Services have been actually received and accepted by Sartorius.

## 9) INSPECTION

- a) Sartorius may, at all reasonable times and upon reasonable notice, perform such inspections and/or audit at the Supplier facilities, as Sartorius deems necessary to assure itself of the Supplier's compliance with applicable laws and regulations, the Order and these General Conditions of Purchase.
- b) If as a result of inspection or testing, Sartorius is not satisfied that the Goods or the Services comply in all respects with the Order, Sartorius has the right to reject any work which is considered to be defective or inferior in quality of materials, workmanship, processing or design and not in accordance with the Specification, the Supplier shall take such steps as are necessary to ensure compliance. Any work so rejected shall immediately be replaced or corrected at the Supplier's expense. The Supplier shall resubmit the re-performed work for inspection or testing at Sartorius' sole judgement.

## 10) QUALITY OF PERFORMANCE

- a) The Goods or any sample or Services shall be of satisfactory quality and fit for any purpose Sartorius specifies in the Order or by implication made known that Sartorius requires at the time the Order is placed and which is also of a standard not less than that of previous supplies (if any) approved by Sartorius.
- b) The conformity and quality of the Goods and Services provided constitute a hard core condition to the Agreement.
- c) The Goods shall be free from defects in design, material and workmanship. Services shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable and all equipment and tools provided will at all times be maintained in first class condition by the

Supplier. Sartorius reserves the right to require the replacement of any personnel or tools that do not comply with the foregoing provisions at Supplier's cost.

- d) All processing shall be in accordance with Sartorius' Orders, and is subject to Sartorius' approval. It is agreed that no payment will be made in respect of processing which Sartorius subsequently rejects. The conformity of the Goods and Services, also includes quantity ordered, which could imply the application of the terms of the Clause 8.

## 11) ORIGIN OF RAW MATERIALS

- a) The Supplier shall supply at its own expense, certificates of analysis, tests, and certificates of origin as are required by Sartorius in connection with the Goods or Services or required by law. Such information shall be delivered no later than two (2) business days after Order receipt.

## 12) CHANGES TO GOODS

- a) The Supplier shall have an established Change Control and Notification procedure to ensure that Sartorius is notified in the event of any changes. This procedure shall allow full traceability of all established changes as well as evaluation of potential impact of the individual change.
- b) Major Changes: The Supplier shall notify Sartorius of any permanent or temporary suspension or implementation of major changes in the production of Goods at least one (1) calendar year in advance by written notice to be countersigned by Sartorius. Major changes shall be the following:
  - i. Changes in the composition, source and grade of any raw material.
  - ii. Changes in the method of production, processing, sterilization or testing that may affect form, fit or function of the supplied Goods.
  - iii. Changes of production location.
  - iv. Changes in the specification of supplied Goods.
  - v. Changes of pre-suppliers.
- c) Minor Changes: Before any minor changes are made, the Supplier shall inform Sartorius at least six (6) months in advance by written notice to be countersigned by Sartorius. Minor changes shall be the following:
  - i. Methods or equipment used for testing the Goods
  - ii. Any other quality assurance activities relating to the Goods
  - iii. Changes in the packaging storage and distribution

conditions, if these have been agreed individually between the Parties for the Goods.

- iv. Changes in the labelling, specifically content, if these have been agreed individually between the Parties for the Goods.
- d) Change Notifications must be sent to Sartorius by email to: [supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)
- e) The Supplier shall produce enough unchanged Goods to supply Sartorius for a minimum period of twenty-four (24) months after implementation of the announced change.

## 13) CHANGES TO SERVICES

- a) The Supplier shall have an established Change Control and Notification procedure to ensure that Sartorius is notified in the event of any changes. This procedure shall allow full traceability of all established changes as well as evaluation of potential impact of the individual change.
- b) Major changes: Sartorius requires a prior twelve (12) months written notice from the Supplier, to be countersigned by Sartorius, before the Supplier implements the following changes of the Services:
  - i. Changes in the method of processing, sterilization or testing that may affect form, fit or function of the Good where the Service is performed on.
  - ii. Changes of service location.
  - iii. Changes in any other field impacting the provided Service(s)
- c) Minor Changes: Sartorius requires a prior three (3) months written notice from the Supplier, to be countersigned by Sartorius, before the Supplier implements the following changes of the Services:
  - i. Methods or equipment used for testing.
  - ii. Any other quality assurance activities relating to the Services.
  - iii. Changes in the packaging, storage and distribution conditions, e.g. for spare parts.
  - iv. Changes in the specifically content.
- d) Change Notifications must be sent to Sartorius by email to: [supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)
- e) The Supplier further guarantees that Sartorius shall have the opportunity within three (3) months of such notice, to

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procure from the Supplier a quantity of unchanged Services equivalent to a minimum of twelve (12) months consumption requirement. The annual consumption requirement shall be calculated on the basis of Sartorius planning at the time of notice

## 14) CONTINUITY OF SUPPLY

Supplier agrees to continue to manufacture, or ensure a third party manufactures the Goods, including any spare parts and/or any element of the Goods for a minimum period of ten (10) years following their delivery. Supplier shall inform Sartorius of total or partial interruption of production of Goods or performance of Services, with no less than two (2) years advance written notice. In the event of a total interruption, Sartorius shall be afforded a "last time buy" of an amount no less than the average twelve (12) month purchasing history multiplied by the remainder of the continuity period. Supplier undertakes for the same ten (10) year period to supply technical assistance to Sartorius on its first demand and to carry out maintenance of the supply. If Supplier intends to surrender manufacturing or sale of any Goods, Supplier shall inform Sartorius hereof in writing without undue delay. Sartorius shall have the preferred right, within six (6) months upon receipt of this notification, to assume the manufacturing and sale of the respective Goods against payment of a reasonable fee to be negotiated between the Parties hereto.

## 15) WARRANTIES

- a) The Supplier acknowledges that Sartorius is at all times relying on the Supplier's knowledge and skills and on its representations and warranties set forth herein.
- b) Warranties of Goods: The Supplier hereby represents and warrants to Sartorius that:
  - The quantity, quality and description of the Goods and all components, raw materials and related work shall be as specified herein, in the Order and/or in any applicable agreement, Specification or drawing supplied Sartorius to the Supplier or agreed in Writing by Sartorius, or as described in the Particular Conditions and/or Other Contractual Documents.
  - The Goods shall comply with and be performed in accordance with all applicable laws, regulations and industry standards, including as to environmental matters and good engineering practices.
  - The Goods shall be new and shall not have been used previously and shall be free from defects in design, material and workmanship, merchantable, fit for any purpose Sartorius specifies in the Order or by implication make known to the Supplier at the time the Order is placed.
- The Supplier shall convey to Sartorius good title (free and clear from all liens, encumbrances, claims, and other defects in title) to all Goods delivered to Sartorius.
- The Goods, the process of their manufacture, and the use of the Goods for their any purpose for which they are customarily intended will not infringe any patent claim or other Intellectual Property rights of a third party.
- All documents including invoices, and all information submitted by the Supplier in support of any costs shall constitute a true, accurate and complete description of the Goods, activities and transactions to which they pertain.
- All samples provided to Sartorius by the Supplier shall be free from defects in design, material and workmanship, and no Goods delivered hereunder shall be of a lesser quality or standard than the corresponding samples or previous supplies received by Sartorius from the Supplier without Sartorius' written approval. The acceptance by Sartorius of samples shall not discharge the Supplier of its warranty and shall not be construed or viewed as the acceptance of the Goods delivered.
- All work performed in connection with or related to the Order and/or the Goods shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable and all equipment and tools provided will at all times be maintained in first class condition by the Supplier. Sartorius reserves the right to require the replacement of any personnel, tools or equipment that do not comply with the foregoing provisions at the Supplier's cost.
- c) Where the Supplier has the benefit of warranties in relation to components comprised in the Goods, the benefit of such warranties shall be assignable and hereby assigned to Sartorius. Sartorius may assign warranties provided by Suppliers to its customers.
- d) All warranties set forth herein shall survive acceptance of the Goods provided hereunder or termination of the Order and are in addition to any warranties of additional scope given to Sartorius by the Supplier. No implied warranties are excluded.
- e) Without prejudice to other rights or remedies contained herein, Sartorius may at any time terminate the Order(s) and seek damages from Supplier where appropriate. Furthermore, Sartorius reserves the right to manufacture or seek the performance of the obligations hereunder by a third party which would otherwise be performed by the Supplier under the warranty in such cases where the Supplier has been unable to resolve a problem or breach

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in a reasonable period of time. In such cases, Sartorius reserves the right to charge Supplier for all costs, both direct and indirect, in connection therewith.

- f) Warranties of Services: The Supplier, as a professional, warrants to Sartorius that the Services executed i) conform to the Order, ii) exempt from any apparent defect, whether or not hidden.
- g) The acceptance by Sartorius of the Services provided by the Supplier shall not discharge the Supplier of its responsibility for all non-apparent defects, and whatever the time this defect is discovered.
- h) Without prejudice to Sartorius' ability or right to terminate the Order(s) and seek damages, in the event that the Supplier does not solve the problem(s) within a reasonable period of time, Sartorius reserves the right to provide itself or to seek provision of the Services from a third party and recharge the cost thereof to Supplier.

## 16) INDEMNITY / INSURANCE

- a) Acceptance of the Order constitutes an agreement by the Supplier to indemnify Sartorius and Sartorius' successors and assigns in respect of, and if Sartorius requires, to defend it and its successors and assigns against, all liability, loss, damage, injury (involving any person or property and any action, claim or demand) and charge, cost and expense, including but not limited to, reasonable attorneys' fees, internal processing costs, rework and remanufacturing costs, sustained by or incurred by Sartorius by reason of failure of the Goods or the Services to conform to the warranties contained herein or in the Order or breach by the Supplier of any of its obligations hereunder or negligence or willful misconduct by it, its employees, representatives or agents. Such indemnity shall be in addition to any other remedies afforded by law, contract or equity and shall survive termination of the Order.
- b) The Supplier shall also, at its expense, defend any suit or proceeding brought against Sartorius, Sartorius' successors and assigns, based on a claim that the Goods or any component part furnished hereunder, or the Services, infringe any local, European or foreign patent or other Intellectual Property rights of a third party. The Supplier shall pay all damages, costs and attorneys' fees awarded in any such suit or proceeding and, at Sartorius' discretion, either:
  - at Sartorius' expense, obtain through negotiation the right for Sartorius to continue to purchase and/or use the Goods or the Services;

- rework the Goods so as to make them non-infringing while preserving their original functionality;
  - replace the Goods with non-infringing Goods with functionally equivalent to the infringing goods;
  - refund Sartorius the amounts paid hereunder if the Goods are not replaceable, or the Services are badly performed or were infringing.
- c) The Supplier shall maintain, at its own expense and through a carrier with an A.M. Best rating of A- or better, insurance coverage with limits typically purchased by companies of similar size in the Supplier industry; provided, however, at a minimum the Supplier will maintain Commercial General Liability Insurance including Products/Completed Operations and Contractual Liability with minimum limits of €2,000,000 for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or Services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform Sartorius of any cancellation or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to Sartorius upon Sartorius' request.
  - d) The Supplier recognizes and agrees that any clause seeking to limit its liability is not acceptable to Sartorius.
  - e) The Supplier will provide Sartorius with a certificate of insurance evidencing such coverage and will promptly furnish copies of endorsements and/or policies upon request. The limits and insurance policies/coverage identified in this section are minimum requirements, and shall in no way define or limit the obligation of the Supplier in the event of loss.

## 17) DEFECTIVE GOODS OR SERVICES

- a) Without prejudice of the right for Sartorius to terminate the Order(s) and ask for remedies and damages, the Supplier shall grant to Sartorius, in tandem with any legal warranties, a contractual warranty.
- b) Regarding this contractual warranty, and if Goods or Services are defective or fail to meet the requirements of the Order, Sartorius reserve the right to either:
  - Require the Supplier to remedy at its own expense any defects that may arise in the work related thereto. The Supplier shall guarantee for a further 12 months all remedial work carried out under this warranty. Where a defect arises within the original Warranty Period but does not become apparent until that period has expired, the Supplier's liability does not cease because Sartorius has not been able to give notice of the

- defect.
  - Return the Goods for repair or replacement or require replacement Services within the timescale specified by Sartorius at the Supplier cost; or
  - Carry out any necessary rectification and then charge the Supplier's account for such work; or
  - Require that the Supplier refunds the full Purchase Price within thirty (30) days of Sartorius' notice and terminate the Order;
  - Refund to Sartorius all direct and indirect costs supported by Sartorius and deriving from the defects of Goods, including those linked to an eventual campaign of calling-back, spontaneous or provoked, or also imposed by public authorities,
  - Compensate Sartorius for all consequences, direct or indirect, which are deriving from the Supplier's responsibility, and regarding bodily injury, material and/or immaterial damages, consecutive and/or non-consecutive suffered by third parties, to Sartorius and to Sartorius' successors.
  - Terminate this Agreement.
- c) The Supplier commits itself to (i) send within twenty-four (24) hours of the revelation of the defect at the latest, a report, and (ii) to implement with Sartorius a "quality wall" in order to avoid perturbations in the production (for example: replacement of Goods).

## 18) TERMINATION FOR DEFAULT OR INSOLVENCY

- a) In the event of any default by the Supplier in the performance of any obligations, including without limitation the attainment of delivery or failing to carry out Sartorius' reasonable instructions, Sartorius may, where such default is capable of remedy, give the Supplier written notice to rectify such default in a specified time. If the Supplier fail to comply with the requirements of the notice, or in Sartorius' sole opinion, the Supplier's default is incapable of remedy to Sartorius' satisfaction, Sartorius shall be entitled to terminate the Order in whole or in part, immediately serving notice in writing to the Supplier to such effect, without prejudice to any other rights under the Order or otherwise, and shall have the right to retain any Goods previously supplied under the Order.
- b) Sartorius shall be entitled to terminate the Order if:
- The Supplier becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction). In this case, insolvency law and regulations shall apply; or
  - An encumbrance takes possession, or a receiver is appointed, of any of Supplier's property or assets;

or

- The Supplier ceases, or threatens to cease, to carry on business; or
- Sartorius reasonably believes or anticipates that any of the events mentioned above are about to occur and notifies the Supplier accordingly.

- c) Sartorius' rights and remedies are in addition to and without prejudice to other rights and remedies under the Order including Sartorius' right to allow the Supplier to continue the work and recover from it the loss or damage suffered by Sartorius in respect of Supplier's defective or delayed performance.

## 19) TERMINATION FOR SARTORIUS' CONVENIENCE

- a) Termination shall not relieve either Party of liability with respect to any breach or with respect to rights and obligations based upon any matter which occurred prior to termination.
- b) All termination shall be preceded by three (3) months' notice. Sartorius shall be entitled, within the period of the said three months' notice, to terminate the Order in whole or in part, by serving notice on the Supplier. The Supplier shall cease all performance except to the extent provided in the notice of termination. In such event, Sartorius shall make payment to the Supplier (as full and final settlement of all claims which the Supplier may have against Sartorius as a result of termination) for all work satisfactorily performed up to the date of termination. This shall include all materials, which have been procured properly by Supplier for incorporation in the work.
- c) The Supplier acknowledges its obligation to take all reasonable steps to mitigate liabilities arising from such termination.

## 20) TOOLS

- a) All special dies, tooling, molds, patterns, jigs, fixtures, and any other property which Sartorius furnishes to the Supplier or specifically pays for, for use in the performance of the Order, shall be and remain Sartorius' property, shall be subject to removal upon Sartorius' instruction, shall be for Sartorius' exclusive use, shall be held at the Supplier's risk, and shall be kept insured by the Supplier at its expense while in its custody or control in an amount equal to the replacement cost, with loss payable by it. The Supplier shall indemnify Sartorius against all liability, loss, damage and cost, sustained by us arising from a claim by the Supplier's employees, agents or consultants for bodily injury or death in connection with the operation of such equipment while



in its care, custody and control.

- b) On the contrary, the Supplier shall not oppose Sartorius its own reserve property clause, or the one deriving from a subcontractor. The Supplier commits itself to take responsibility for all claims and actions which could be brought by any third parties against it and obtain, if necessary, the breaking of such a clause.

## 21) INTELLECTUAL PROPERTY RIGHTS

- a) Any Specification supplied by Sartorius to the Supplier or specifically produced by the Supplier for Sartorius, in connection with an Order, together with any Intellectual Property rights therein, shall be Sartorius' exclusive property. The Supplier shall not disclose to any third party any such Specification except to the extent that it is or becomes public knowledge through no fault of its own; or as required by law, provided that the Supplier gives Sartorius immediate notice of such legal requirement and cooperates fully with Sartorius' attempts to acquire a protective order; or for the purpose of fulfilling the Order, to the extent that the third party is under an obligation of confidentiality no less stringent than as stated herein. The Supplier shall not use any such Specification except to the extent that it is necessary for the purpose of fulfilling the Order.
- b) If Sartorius has commissioned the Supplier to produce a design or Specification or drawing in the Order, the Supplier agrees that the commissioned work is a "Work for Hire", and that Sartorius, as the entity for which the work is prepared, shall own all right, title and interest in and to the work, and any other Intellectual Property rights that may arise from the work. The Supplier further agrees that to the extent that the work is not a "Work for Hire", it will assign to Sartorius ownership of all right, title and interest in and to the work, including ownership of the entirety of any Intellectual Property rights in the work. The Supplier agrees to execute all papers and take all steps necessary for Sartorius to perfect its ownership of the entirety of any Intellectual Property rights in the work.
- c) The Supplier represents and warrants that its work will be original and will not infringe upon the rights of any third party and will not have been previously assigned or otherwise encumbered, by license or otherwise.

## 22) COMPLIANCE REQUIREMENTS

- a) The Supplier shall comply with all applicable national and international laws and regulations, in particular the

applicable customs and export control regulations including US re-export, embargo regulations and sanction programs.

- b) The Supplier undertakes to inform Sartorius in Writing of all foreign trade master data specified below after placing the purchase order (e.g. in the order confirmation) and latest at the point of the delivery (e.g. by printing the information on the delivery note and/or invoice). In case of any changes the Supplier will inform Sartorius in Writing immediately.
  - i. The country of origin (non preferential origin) according to the rules of origin from the World Customs Organization (WCO)
  - ii. A long-term vendor declaration (LTVD) for the preferential origin of goods, on request and if applicable, or any other document confirming the preferential origin status of the product
  - iii. A statistical goods number (Harmonized System Code) based on the tariff nomenclature from the World Customs Organization (WCO)
  - iv. The Export Control Classification Number (ECCN) according to the EC-Dual-Use regulation (No. 428/2009 including latest updates) or comparable international lists like German Ausfuhrliste, Swiss G#252;terkontrollverordnung, Indian SCOMET regulation, Singapore Strategic Goods Control List, as well as a ECCN related to the US Export Administration Regulations (EAR) or any other applicable law or regulation
  - v. The potential share of US components per product (de-minimis ruling) if applicable
- c) Anti-Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act:
  - i. A director, employee or agent of the Supplier must not: (i) give or receive any commission, fee, rebate, gift or entertainment of significant value from; or (ii) enter into any business agreement with, any director, employee or agent of Sartorius other than as a representative of Sartorius or in the ordinary and proper course of business between any of those parties.
  - ii. The Supplier must not undertake any activity that may constitute a breach of any provision of the Anti-Corruption Laws (any laws or international conventions relating to anti-corruption including: (a) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997; (b) the United Nations Convention against

Corruption 2003; (c) the Foreign Corrupt Practices Act of 1977 of the United States of America (as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998) ("FCPA"); (d) the UK Bribery Act 2010; (e) any other applicable law (statute, ordinance, rule or regulation, order of any court, tribunal or any other judicial body or any other administrative requirement) which: (i) Prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or advisor of such person; and/or (ii) Is broadly equivalent to the FCPA and/or the UK Bribery Act 2010, or was intended to enact the provisions of the OECD Convention, or which has as its objective the prevention of corruption and which are applicable in the jurisdiction in which the Supplier is registered, conducts business and/or which any of the Services are performed).

- iii. The Supplier shall furthermore, in the performance of its obligations under the Agreement, comply at all times and act in a manner consistent with Sartorius' Code of Conduct for Business Partners. The Supplier hereby acknowledges that it has received Sartorius' Code of Conduct for Business Partners (the "Code") available at <https://www.sartorius.com/download/343228/sartorius-code-of-conduct-business-partner-en-data.pdf> and agrees that any and all of its employment sites, subsidiaries, divisions, Affiliates, operating entities, personnel or subcontractors doing business with Sartorius and/or any of its direct or indirect subsidiaries will abide by the Code. The Supplier acknowledges that its failure to comply with the Code may result in the cancellation of all existing Orders and termination of its business relationship with Sartorius.
- iv. Supplier will indemnify and hold Sartorius harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which Sartorius may incur due to Supplier's breach or non-compliance with the provisions of this Section 22.

## 23) FORCE MAJEURE, SPECIAL RULES IN TIMES OF PANDEMICS AND EPIDEMICS

- a) The parties shall not be liable for damages or for the partial or complete non-fulfilment of obligations under the Agreement if the respective damage or non-fulfilment is due to Force Majeure.

- b) If a Deliverable cannot be provided due to a governmental order issued after the execution of the Agreement (also in the case of pandemics and epidemics), which includes or is expected to include the period of delivery of goods or provision of the service outcomes, the parties will inform each other without undue delay. The parties will agree together whether the Deliverables can be made up after the Force Majeure situation has ended and whether Sartorius has an interest in doing so. In case it is possible to make up for the delay/if being interested, the parties will mutually agree on a substitute date or agree on a procedure and a period for determining a substitute date.
- c) Notwithstanding the foregoing, either party shall be entitled to withdraw from the Agreement affected by the Force Majeure if the Force Majeure lasts for at least four (4) weeks within a period of three (3) months. The obligation to pay the remuneration, any claims for expenses or damages and any cancellation costs shall not apply. Payments or part performances already made shall be refunded in full by the parties.
- d) Sartorius and the Supplier acknowledge and agree that all or part of the Order placement and execution may take place during the period of a pandemic or epidemic. Both parties are aware that the Agreement will be executed in full knowledge of the substantial change in economic life. The Supplier expressly confirms that it will be able to carry out the Order within the terms and conditions set out in the Agreement.
- e) If a pandemic or epidemic does not allow the delivery of Goods and/or provision of Services on the contractually agreed dates, or only at a higher price than contractually agreed, the invocation of Force Majeure due to the pandemic or epidemic is excluded; Section 23 c) does not apply in this case.

## 24) MISCELLANEOUS

- a) Any manual of usage, instruction, description, Specification and alike provided by Supplier in relation to the Goods and/or Services shall be in English and any language as required by law.
- b) Any notice required or permitted to be given by either party to the other under these General Conditions of Purchase shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

- c) Sartorius failure to insist on the Supplier's strict performance of the Order or any provision(s) of these General Conditions of Purchase at any time shall not be construed as a waiver by Sartorius of performance in the future.
- d) Sartorius' Order is placed subject to the work being carried out by the Supplier and no assignment, subcontracting or transfer is permissible without specific prior arrangement with Sartorius in Writing. No assignment or subcontract (even with Sartorius' consent) shall relieve the Supplier of any obligations under the Order. Any purported assignment, transfer, or subcontract without such written consent shall be void and ineffective. Notwithstanding the foregoing, Sartorius may transfer or assign any Order and/or this Agreement, or any of its rights and obligations under an Order or this Agreement, in whole or in part, without Supplier's consent, to any: (i) Affiliate; (ii) wholly-owned subsidiary or successor-in-interest; or (iii) any third party with which it merges, or consolidates, or to which it transfers all or substantially all of its assets to which this Agreement relates.
- e) If individual provisions of these General Conditions of Purchase are or become fully or partially ineffective, the remaining provisions of these General Conditions of Purchase shall not be affected thereby. This also applies if an unintended omission is found in the Agreement. A fully or partially ineffective provision shall be replaced or an unintended omission in the General Conditions of Purchase shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the contractual parties or to what they would have intended according to the meaning and purpose of these General Conditions of Purchase had they been aware of the ineffectiveness or omission of the provision(s) in question.
- f) This Agreement will be governed by and construed in accordance with the laws of Slovenia. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is not applicable to this Agreement.

In the event the Supplier is located in the European Union or UK, any disputes under this Agreement must be brought before the local courts of the registered office of Sartorius, and the Parties hereby consent to the personal jurisdiction and exclusive venue of these courts. Furthermore, Sartorius shall be entitled at its

discretion to assert its own claims at the Supplier place of jurisdiction. After a lawsuit has been filed, the Supplier shall be limited, on the basis of his or her own rights and claims, to bring a counterclaim before the particular court before which the original action has been brought or to offset his or her own claim against the claim lodged in said action before the court.

In the event the Supplier is located outside the European Union or UK all dispute, controversy or claim arising out of or relating to this Agreement or its validity shall be finally settled according to the ICC Rules of Conciliation and Arbitration without recourse to the ordinary courts of law (except as regards interlocutory relief). The place of arbitration is the place of the registered office of Sartorius. Sartorius shall be entitled at its discretion to assert its own claims at the place of the registered office of the Supplier. The arbitral proceedings are to be held in the English language.

- g) Each party undertakes that it will keep any Confidential Information confidential and it will not use or disclose the other Party's Confidential Information to any persons except that it may (i) disclose such Confidential Information to any of its Representatives who need to know the same for the purposes of performing any obligation under this Agreement, provided that such party must ensure that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were a party; (ii) disclose any Confidential Information as may be required by law, any court or governmental regulatory or supervisor authority or any other authority of competent jurisdiction, provided that each Party gives the Other party immediate notice of such legal requirement and cooperates fully with a Party's attempts to acquire a protective order.
- h) Any sales presentations, websites, marketing, promotion or other publicity material, whether written or in electronic form, that refers to Sartorius, its Affiliates, its products, or to these General Conditions of Purchase must be approved in Writing by Sartorius prior to its use or release.
- i) Sartorius, or its Affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other Intellectual Property. Except as otherwise expressly permitted by Sartorius, no use of Sartorius's or its Affiliates' brand names, trademarks, trade names, logos or other Intellectual Property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of

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Sartorius' or its Affiliates' brand names, trademarks, trade names, logos or other Intellectual Property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by Sartorius of another entity's products or services.

- j) Nothing in this Agreement shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products, and personnel.
- k) Nothing in this document is intended to create any rights in third parties against Sartorius.

## 1) SPREJETJE, PODROČJE UPORABE IN STRUKTURA TEH POGOJEV

- a) Ti splošni pogoji nakupa določajo pogoje nakupa ustreznega blaga in storitev med družbo Sartorius, ki odda naročilo (kot je določeno v nadaljevanju), in njenimi dobavitelji, prodajalci, ponudniki storitev ali podizvajalci, kakor je primerno (v nadaljevanju »dobavitelj«).
- b) Ti splošni pogoji nakupa se v celoti uporabljajo takoj, ko je naročilo sprejeto pod pogoji, določenimi niže v 3. a) člen, in sicer kot edini pogodbeni pogoji, ki veljajo med dobaviteljem in družbo Sartorius, pri čemer se dobavitelj odpoveduje lastnim splošnim pogojem prodaje. Kakršne koli nasprotne določbe, spremembe ali odstopanja pogojev dobavitelja ne bodo veljala, tudi če družba Sartorius, ob poznavanju takšnih pogojev dobavitelja, slednjim izrecno ne bi nasprotovala.
- c) Vsa naročila družbe Sartorius so izključno predmet urejanja splošnih pogojev nakupa in ustreznih posebnih pogojev, navedenih v naročilu (v nadaljevanju »posebni pogoji«), pa tudi (odvisno od primera) vseh drugih pogodbenih dokumentov (v nadaljevanju »drugi pogodbeni dokumenti«) opredeljenih v posebnih pogojih.
- d) Če obstaja kakršno koli protislovje med temi različnimi dokumenti, bo prednostni vrstni red naslednji:
1. Posebni pogoji
  2. Splošni pogoji nakupa in
  3. Drugi pogodbeni dokumenti
- e) Posebni pogoji, splošni pogoji nakupa in drugi pogodbeni dokumenti predstavljajo celoten dogovor med družbo Sartorius in dobaviteljem (»pogodbo«) in prevladajo nad vsemi predhodnimi dokumenti, izrecnimi ali implicitnimi, pisnimi ali ustnimi.
- f) Če sodelovanje med družbo Sartorius in dobaviteljem, v okviru katerega družba Sartorius kupuje in prevzema naročene izdelke od dobavitelja za nadaljnjo prodajo, dobavitelj pa proizvaja, prodaja in dobavlja družbi Sartorius tiste količine in različice izdelkov, ki jih družba Sartorius naroči, urejajo določbe ločenih pogodb o nakupu ali pogodb o kakovosti (skupaj »povezane pogodbe«), bodo v primeru kakršnega koli nasprotja med določbami te pogodbe in določbami povezanih pogodb prevladale določbe povezanih pogodb.

- g) Ti splošni pogoji nakupa se uporabljajo samo v razmerju do poslovnih dobaviteljev in/ali izvajalcev ter v zvezi s poslovnimi transakcijami.
- h) Ti splošni pogoji nakupa se uporabljajo za vse transakcije med družbo Sartorius in dobaviteljem v različici, veljavni v času sklenitve zadevne transakcije, tudi če njihova uporaba ni bila ponovno izrecno dogovorjena.
- i) Nobena sprememba teh splošnih pogojev nakupa ne more biti zavezujoča, razen če se o njej pisno dogovorita predstavnik dobavitelja in družbe Sartorius.

## 2) OPREDELITVE POJMOV

V teh splošnih pogojih nakupa:

»**Povezana družba**« pomeni katero koli fizično ali pravno osebo, ki neposredno ali posredno (i) nadzira, (ii) je pod nadzorom ali (iii) pod skupnim nadzorom z vodilno matično družbo take pogodbenice. Za namene teh opredelitev »nadzor« pomeni neposredno ali posredno lastništvo več kot petdesetih odstotkov (50%) deležev z glasovalno pravico ali pravico do nadzora nad odločitvami o politiki zadevnega subjekta.

»**Delovni dan**« pomeni kateri koli dan, ki ni sobota, nedelja ali kateri koli dan, ki je zvezni zakonski praznik, ali kateri koli dan, ko so bančne ustanove v skladu z vladnimi ukrepi upravičene ali dolžne imeti zaprto.

»**Zaupna informacija**« pomeni kakršno koli informacijo, ki je zaupne narave in se nanaša na drugo pogodbenico in/ali njeno povezano družbo vključno, brez omejitev, z vsemi podatki o njenem poslovanju, poslih, kupcih, strankah, dobaviteljih, intelektualni lastnini, načrtih, strategijah, izdelkih (obstoječih ali v pripravi) ali storitvah.

»**Dobavljiv izdelek**« pomeni blago, programsko opremo, informacije, tehnologijo in vse druge predmete (npr. poročila), ki jih mora dobavitelj dobaviti v skladu s pogodbo, vključno z vsemi predmeti, ki so povezani z opravljanjem storitev.

»**Lokacija dobave**« pomeni lokacijo, določeno v naročilo, na katero bo dobavitelj izvedel dobavo blaga.

»**Višja sila**« pomeni kateri koli dogodek zunaj razumnega nadzora katere koli pogodbenice in vključuje, brez omejitev, vojno, vojno grožnjo, revolucijo, terorizem, upor ali javne nemire, stavke, zaporo ali drugo dejavnost sindikatov, blokade ali embargo, ukrepe ali omejitve, ki jih naloži vlada ali javna oblast (vključno z, vendar ne omejeno na ukrepe

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za omejitve gibanja in javnega življenja), pomanjkanje oskrbe z vodo, električno energijo, gorivi, prevozom, opremo ali drugimi dobrinami ali storitvami, eksplozijo, požar, sevanje, poplavo, naravne nesreče ali neugodne vremenske razmere, pandemijo, epidemijo ali druge dogodke višje sile.

»**Blago**« pomeni blago, sestavne dele in surovine (vključno z vgradnjo slednjih ali katerega koli njihovega dela), ki jih dobavitelj dobavi v skladu s to pogodbo.

»**Intelektualna lastnina**« pomeni patente, patentne prijave, modele, izume (kot so opredeljeni v nadaljevanju), razkritja izumov, poslovne skrivnosti, strokovno znanje in izkušnje, registrirane in neregistrirane avtorske pravice, avtorska dela, računalniško programsko opremo, podatkovne baze, blagovne znamke, storitvene znamke, trgovska imena, imena znamk, logotipe, trgovska oblačila in vse podobne lastninske pravice ter vse licence ali uporabniške pravice, povezane s prej omenjenim.

»**Izum**« pomeni katero koli novo napravo, model, izdelek, računalniški program, artikel, metodo, postopek ali izboljšavo ali spremembo le-teh, avtorsko delo ali izpeljanko iz njega, oziroma kar koli od naštetega, kar je mogoče patentirati, zaščititi z avtorskimi pravicami ali v skladu z veljavno zakonodajo o topografijah ali zaščititi kot poslovno skrivnost ali na podlagi katerega koli podobnega zakona ali pa tudi ne, bodisi registrirano ali neregistrirano.

»**Naročilo**« pomeni vsa naročila, ki jih družba Sartorius odda za dobavo blaga in/ali izvajanje storitev.

»**Cena**« pomeni ceno za blago ali storitve, ki je določena v skladu z naročilom, in izraz »cene« se razlaga v skladu s to opredelitvijo.

»**Predstavniki**« so zaposleni družbe Sartorius in dobavitelja, prav tako tudi zastopniki, svetovalci, uslužbenci, podizvajalci in povezane družbe.

»**Storitve**« so vse storitve, opisane v naročilu in/ali zagotovljene družbi Sartorius s strani dobavitelja v skladu s temi splošnimi pogoji nakupa.

»**Specifikacije**« pomenijo opis blaga in storitev, ki je priložen naročilu ali drugače posredovan dobavitelju v pisni obliki s strani družbe Sartorius.

»**Dobavitelj**« pomeni osebo ali subjekt, ki sprejme naročilo družbe Sartorius za nakup blaga ali storitev ali katere ponudbo za blago ali storitve družba Sartorius sprejme.

»**Garancijski rok za blago**« pomeni rok, ki začne teči na kasnejšega od dveh naslednjih datumov: (1) datum, ko družba Sartorius prejme blago ali so storitve opravljene, in se konča dve (2) leti kasneje, ali (ii) datum, ko je blago dano v promet za specifično uporabo ali ko so storitve opravljene, in se konča dve

(2) leti kasneje.

»**Pisanje**« pomeni vsako sporočilo poslano po priporočeni pošti ali elektronski pošti in pisno izražena volja se razlaga v skladu s tem.

Vsako sklicevanje v teh splošnih pogojih nakupa na katero koli zakonsko določbo se šteje kot sklicevanje na določbo, kakor je bila spremenjena, ponovno sprejeta ali razširjena v upoštevnem trenutku.

Naslovi v teh splošnih pogojih nakupa so namenjeni zgolj priročnosti in ne vplivajo na razlago vsebovanih določb.

## 3) NAROČILA

- a) Dobavitelj mora v dveh (2) delovnih dneh potrditi prejem naročila oddanega s strani družbe Sartorius in (če je ustrezno) tudi morebitne različice.
- b) Sprejem naročila (bodisi v obliki pisne ali ustne potrditve, odpreme blaga ali izvedbe storitev iz naročila, kot je določeno v naročilu ali katerem koli njegovem delu) pomeni sprejem teh splošnih pogojev nakupa s strani dobavitelja. Vsaka dobava ali začetek opravljanja dela s strani dobavitelja v skladu z naročilom pomeni sprejetje naročila.
- c) Dobavitelj priznava, da razen če je v naročilu določeno drugače, zadoščajo tarife in cene iz naročila za pokrivanje njegovih obveznosti, ki izrecno ali implicitno izhajajo iz naročila. Kadar bo delo ali kateri koli njegov del opravljen drugje, kot v prostorih dobavitelja, se šteje, da se je prepričal glede vseh lokalnih pogojev in drugih dejavnikov, ki bi lahko vplivali na izvedbo dela.

## 4) SPECIFIKACIJE

- a) Družba Sartorius se ves čas zanaša na dobaviteljevo znanje in sposobnosti. V tem smislu dobavitelj jamči, da bodo v skladu z določili teh splošnih pogojev nakupa količina, kakovost ter opis blaga in storitev takšni, kot je določeno v naročilu in/ali v kateri koli veljavni specifikaciji, ki jo družba Sartorius posreduje dobavitelju ali na katero v pisni obliki pristane družba Sartorius. Blago in storitve morajo biti v skladu z vso ustrezno zakonodajo ter veljavnimi in posodobljenimi standardi.
- b) Dobavljeno blago mora biti novo in ne sme biti že uporabljeno.

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- c) Dobavitelj mora jasno navesti vse izjeme ali odstopanja od zahtev glede specifikacij in vseh drugih dokumentov in standardov, vsako odstopanje pa mora biti opremljeno z zaporedno številko. Odstopanja morajo biti dobro utemeljena in pred začetkom veljavnosti jih mora družba Sartorius predhodno pisno odobriti. Če posebnega seznama izjem ni, se šteje, da je dobavitelj pristal na dokumente.
- d) Kakršne koli specifikacije, ki jih družba Sartorius posreduje dobavitelju ali jih dobavitelj posebej izdelava za družbo Sartorius v zvezi z naročilom, skupaj z vsemi pravicami intelektualne lastnine na specifikacijah, so izključna last družbe Sartorius. Dobavitelj teh specifikacij ne sme razkriti nobeni tretji osebi ali jih uporabljati razen v tistem obsegu, v katerem so postale javno znane brez njegove krivde, ali kakor je zahtevano za namen naročila.
- e) Ta jamstva veljajo ob sprejemu teh splošnih pogojev prodaje in predstavljajo dodatek k vsem dodatnim jamstvom, ki jih družbi Sartorius daje dobavitelj. Nobena implicitna jamstva niso izključena.

## 5) NABAVNA CENA IN POGOJI PLAČILA

- a) Cene so brez DDV, vendar vključujejo vso embalažo, kot je navedeno v naročilu, poleg tega ostajajo fiksne do trenutka dobave in prevzema vsakršnega blaga ter do izvedbe vseh storitev, ki so predmet naročila v skladu s temi splošnimi pogoji nakupa.
- b) Noben račun ne bo sprejet ali obdelan za plačilo, razen če se sklicuje na številko naročila družbe Sartorius in je ustrezno naslovljen ter vsebuje zadostne podrobnosti v zvezi z vsako zaračunano postavko.
- c) Družba Sartorius plačuje vse račune v skladu s pogoji, določenimi v naročilu.
- d) V primeru, da je plačilo izvedeno pred dobavo katerega koli ali vsega blaga ali storitev, dobavitelj podeli družbi Sartorius in družba Sartorius sprejme poroštveno udeležbo na blagu, sestavnih delih in/ali surovinah, ki so uporabljene, kupljene ali namenjene izdelavi blaga ali kupljene z denarjem, ki ga je plačala družba Sartorius (ali njene hčerinske družbe ali zastopniki) dobavitelju (ali v njegovem imenu), pri čemer poroštvena udeležba nastane na blagu, sestavnih delih ali surovinah takoj, ko dobavitelj prejme plačilo. Dobavitelj prav tako soglaša, da bo

izvršil in vložil (ali po presoji družbe Sartorius dopustil, da družba Sartorius ali njeni zastopniki vložijo) ali sprejel druge razumne ukrepe, za katere družba Sartorius meni, da so potrebni za dokazovanje takšne poroštvene udeležbe, in sicer na dobaviteljeve stroške.

- e) Izvedba plačila ne šteje kot potrditev njegovega sprejetja.
- f) Vsi stroški, odškodnine ali izdatki, ki jih dobavitelj dolguje družbi Sartorius, se lahko odštejejo od vseh zneskov, ki so dospeli ali zapadejo v plačilo dobavitelju, ali se jih lahko izterja od dobavitelja s tožbo na podlagi zakona ali kako drugače.

## 6) VARNOSTNA ZALOGA

- a) Za zagotavljanje določene stopnje varnosti družbi Sartorius in preprečevanje prekinitve dobav, dobavitelj soglaša in se zavezuje, da bo v svojih tovarniških prostorih vzdrževal varnostno zalogo blaga, navedenega v naročilu, ki ga je izdala družba Sartorius, in v skladu s pogoji, navedenimi v posebnih pogojih in/ali drugih pogodbenih dokumentih.
- b) Družba Sartorius si pridržuje pravico, da kadar koli pregleda varnostne zaloge v dobaviteljevih tovarniških prostorih ali drugih prostorih, kar dobavitelj s to pogodbo sprejema. Pregled bo opravil zaposleni ali kateri koli zastopnik družbe Sartorius, ki bo pooblaščen za ta namen.

## 7) TVEGANJE IN LASTNINSKA PRAVICA

- a) Tveganje poškodovanja ali izgube blaga preide na družbo Sartorius v trenutku, ko je blago dobavljeno in raztovorjeno.
- b) Če se plačilo blaga izvede pred dobavo, lastništvo blaga preide na družbo Sartorius, ko je prišlo do izvedbe plačila in je bilo blago razporejeno in dodeljeno družbi Sartorius.

## 8) DOBAVA IN IDENTIFIKACIJA BLAGA TER IZVAJANJE STORITEV

- a) Blago ne sme biti odpremljeno in storitve ne smejo biti izvedene preden dobavitelj prejme pisno naročilo družbe Sartorius. Blago bo dobavljeno (in vsa dela, povezana z njim, izvedena) na lokacijo dobave, storitve pa bodo opravljene do datuma(-mov), določenega(-

- nih) v pripadajočem naročilu ali kot je sicer v pisni obliki dogovorjeno z družbo Sartorius.
- b) Dobavitelj soglaša, da bo ves čas svoje prisotnosti v prostorih družbe Sartorius storitve opravljal v skladu z varnostnimi pravili družbe Sartorius ter veljavnimi zakoni in predpisi o varnosti.
  - c) Čas je bistvena sestavina dobaviteljevih obveznosti po tej pogodbi. Če dobavitelj po prejemu naročila ne začne z delom ali če družba Sartorius meni, da dobavitelj morda ne bo mogel dokončati dela do zahtevanega datuma ali če dobavitelj tega ne stori, lahko družba Sartorius prekine naročilo ali kateri koli njegov del v skladu z določbo 15 te pogodbe.
  - d) Ne glede na katero koli drugo pravno sredstvo, če dobave blaga ali storitve niso opravljene na datum(-e) zapadlosti ali nimajo certifikatov, identifikacije ali dokumentacije, ki je povsem v skladu z zahtevami družbe Sartorius, ima družba Sartorius pravico, da od dobavitelja terja povračilo v obliki odškodnine in ne globe (bodisi neposredno bodisi z odbitkom od zneskov dolgovanih dobavitelju, ki so zapadli ali dospevajo) v znesku, ki ustreza 5% nabavne cene za vsak teden zamude, vse do največ 50% cene (ali kakršnega koli drugega odstotka in/ali obdobja v skladu z naročilom, posebnimi pogoji in/ali drugimi pogodbenimi dokumenti).
  - e) Dobavljeno blago, ki presega količino, zahtevano v naročilu, ali je bilo dobavljeno brez pisnega naročila družbe Sartorius, se lahko zavrne in vrne dobavitelju na dobaviteljeve stroške, pri čemer ima družba Sartorius pravico dobavitelju izdati račun za stroške manipulacije, ki lahko znašajo deset odstotkov (10%) cene dobavljenega blaga.
  - f) Če to ni niso v nasprotju s pogoji naročila, se za naročilo uporablja zadnja izdaja klavzul Incoterms.
  - g) Vsak paket ali zaboj mora biti jasno označen z imenom dobaviteljevega podjetja in številko naročila ter referenco naročila družbe Sartorius. Če je to potrebno v skladu z ustrezno direktivo ES, mora biti blago na izdelku, dokumentaciji in embalaži opremljeno z oznako ES. Če dobavitelj ne upošteva te določbe 18 g), ima družba Sartorius pravico do zavrnitve in vrnitve blaga dobavitelju na dobaviteljeve stroške, poleg tega ima družba Sartorius pravico dobavitelju izdati račun za stroške manipulacije, ki lahko znašajo deset odstotkov (10%) cene dobavljenega blaga.
  - h) Dobavitelj je odgovoren za pravilno pakiranje, natovarjanje in privezovanje z namenom preprečevanja škode med prevozom. Zaračunavanje storitev pakiranja, zavijanja, nalaganja ali shranjevanja brez pisnega dovoljenja družbe Sartorius ni dovoljeno.
  - i) Vse blago mora biti primerno zapakirano, da prenese normalno ravnanje s tovorom in vzdrži obdobja skladiščenja, in če je blago ali kateri koli njegov del poškodovan zaradi napačne ali neustrezne embalaže, se poškodovano blago ali njegov del popravi ali zamenja na dobaviteljeve stroške ne glede na to, ali je bila dobava sprejeta ali ne.
  - j) Naročilo in/ali dostava se ne štejeta za popolne, dokler družba Sartorius dejansko ne prejme in sprejme vsega blaga in storitev in vseh drugih povezanih dobav (vključno z navodili za uporabo in drugo dokumentacijo).
- ## 9) INŠPEKCIJSKI PREGLED
- a) Družba Sartorius lahko ob vsakem razumnem času in po razumnem obvestilu opravi takšne preglede in/ali revizije v poslovnih prostorih dobavitelja, za katere meni, da so potrebni za zagotovitev skladnosti z veljavnimi zakoni in predpisi, naročilom in temi splošnimi pogoji nakupa.
  - b) Če družba Sartorius po pregledu ali preizkušanju ni prepričana, da so blago ali storitve v celoti v skladu z naročilom, ima pravico zavrniti vsakršno delo, o katerem meni, da je pomanjkljivo ali vsebuje materiale slabše kakovosti, je slabše zasnovano, izdelano ali oblikovano ter ne ustreza specifikacijam, dobavitelj pa mora sprejeti ustrezne ukrepe, ki so potrebni za zagotavljanje skladnosti. Vsako tako zavrnjeno delo se nemudoma nadomesti ali popravi na stroške dobavitelja. Ponovno opravljeno delo mora dobavitelj ponovno predložiti v preizkušanje in testiranje po lastni presoji družbe Sartorius.
- ## 10) KAKOVOST IZVEDBE
- a) Blago ali kateri koli vzorec ali storitve morajo biti zadovoljive kakovosti in primerni za namen, ki ga družba Sartorius navede v naročilu oziroma kakor izhaja iz zahtev družbe Sartorius ob naročanju, pri čemer standard ne sme biti slabši od preteklih dobav (če so obstajale), ki jih je odobrila družba Sartorius.
  - b) Skladnost in kakovost blaga in storitev sta bistvena pogoja pogodbe.



c) Blago tudi ne sme imeti napak v dizajnu, materialu in izdelavi. Storitve mora izvajati ustrezno kvalificirano in usposobljeno osebje s potrebno vestnostjo in skrbnostjo ter s tako visokim standardom kakovosti, ki je razumen, obenem bo dobavitelj vso zagotovljeno opremo in orodje ves čas vzdrževal v prvovrstnem stanju. Družba Sartorius si na stroške dobavitelja pridržuje pravico zahtevati zamenjavo osebja ali orodij, ki niso v skladu s prejšnjimi določbami.

d) Vsakršna obdelava mora biti v skladu z naročili družbe Sartorius in mora biti predmet odobritve družbe Sartorius. Dogovorjeno je, da plačilo za obdelavo, ki jo družba Sartorius naknadno zavrne, ne bo izvedeno. Skladnost blaga in storitev vključuje tudi naročeno količino, kar lahko pomeni uporabo določbe 8.

## 11) POREKLO SUROVIN

a) Dobavitelj na lastne stroške zagotovi potrdila o analizi, preizkuse in certifikate o poreklu, ki jih zahteva družba Sartorius v zvezi z blagom ali storitvami ali kot zahteva zakon. Takšni podatki morajo biti posredovani najkasneje v dveh (2) delovnih dneh po prejemu naročila.

## 12) SPREMEMBE BLAGA

a) Dobavitelj mora imeti vzpostavljen postopek nadzora in obveščanja o spremembah, ki zagotavlja, da bo v primeru kakršnih koli sprememb družba Sartorius obveščena. Ta postopek omogoča popolno sledljivost vseh ugotovljenih sprememb in oceno morebitnih učinkov posameznih sprememb.

b) Večje spremembe: Dobavitelj mora najmanj eno (1) koledarsko leto vnaprej obvestiti družbo Sartorius o kakršni koli trajni ali začasni prekinitvi ali izvedbi večjih sprememb v proizvodnji blaga s pisnim obvestilom, ki ga mora družba Sartorius sopsodpisati. Večje spremembe so naslednje:

- i. Spremembe v sestavi, viru in stopnji kakovosti katere koli surovine.
- ii. Spremembe v načinu proizvodnje, obdelave, sterilizacije ali preizkušanja, ki lahko vplivajo na obliko, namestitev ali delovanje dobavljenega blaga.
- iii. Spremembe lokacije proizvodnje.

iv. Spremembe specifikacij dobavljenega blaga.

v. Spremembe preddobaviteljev.

c) Manjše spremembe: Dobavitelj mora najmanj šest (6) mesecev vnaprej obvestiti družbo Sartorius o kakršni koli manjši spremembi s pisnim obvestilom, ki ga mora družba Sartorius sopsodpisati. Manjše spremembe se nanašajo na naslednje:

- i. Metode ali opremo za preizkušanje blaga
- ii. Vse druge dejavnosti zagotavljanja kakovosti v zvezi z blagom
- iii. Spremembe pogojev skladiščenja in distribucije embalaže, če se pogodbenici o njih za zadevno blago posebej dogovorita.
- iv. Spremembe označevanja, zlasti vsebine, če se pogodbenici o njih za zadevno blago posebej dogovorita.

d) Obvestila o spremembah je treba družbi Sartorius poslati po elektronski pošti na: [supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)

e) Dobavitelj mora izdelati tolikšno količino nespremenjenega blaga, da bo lahko zagotovil dobavo družbi Sartorius za čas štiriindvajsetih (24) mesecev po izvedbi napovedane spremembe.

## 13) SPREMEMBE STORITEV

a) Dobavitelj mora imeti vzpostavljen postopek nadzora in obveščanja o spremembah, ki zagotavlja, da bo v primeru kakršnih koli sprememb družba Sartorius obveščena. Ta postopek omogoča popolno sledljivost vseh ugotovljenih sprememb in oceno morebitnih učinkov posameznih sprememb.

b) Večje spremembe: Družba Sartorius zahteva, da dvanajst (12) mesecev pred izvedbo naslednjih sprememb storitev dobavitelj predloži pisno obvestilo, ki ga mora družba Sartorius sopsodpisati:

- i. Spremembe v načinu obdelave, sterilizacije ali preizkušanja, ki lahko vplivajo na obliko, namestitev ali delovanje blaga, na katerem se opravlja storitev.
- ii. Spremembe lokacije storitev.
- iii. Spremembe na katerem koli drugem področju, ki vplivajo na opravljeno(-ne) storitev(-tve)

- c) Manjše spremembe: Družba Sartorius zahteva, da tri (3) mesece pred izvedbo naslednjih sprememb storitev dobavitelj predloži pisno obvestilo, ki ga mora družba Sartorius podpisati:
- i. Metode ali opremo za preizkušanje.
  - ii. Vse druge dejavnosti zagotavljanja kakovosti v zvezi s storitvami.
  - iii. Spremembe pogojev pakiranja, skladiščenja in distribucije, npr. za rezervne dele.
  - iv. Spremembe v specifični vsebini.
- d) Obvestila o spremembah je treba kupcu poslati po elektronski pošti na: [supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)
- e) Dobavitelj nadalje jamči, da bo imel kupec možnost, da v treh (3) mesecih po takem obvestilu pri dobavitelju naroči storitve v nespremenjeni obliki v količini, ki ustreza njegovi potrebi po storitvah za čas najmanj dvanajstih (12) mesecev. Potreba po storitvah na letni ravni se izračuna na podlagi načrtovanja kupca v času obvestila.

## 14) NEPREKINJENOST DOBAVE

Dobavitelj soglaša, da bo kar naprej proizvajal ali zagotovil, da tretja oseba kar naprej proizvaja blago, vključno z rezervnimi deli in/ali katerim koli elementom blaga, za čas najmanj desetih (10) let po dobavi. Dobavitelj obvesti družbo Sartorius o popolni ali delni prekinitvi proizvodnje blaga ali izvajanja storitev z pisnim obvestilom najmanj dve (2) leti vnaprej. V primeru ukinitve dobave mora imeti družba Sartorius možnost »zadnjega nakupa« v količini, ki ni manjša od povprečne količine dobav v zadnjih 12 mesecih pomnoženo s preostankom obdobja, v katerem je zagotovljena neprekinjena dobava. Dobavitelj se zavezuje, da bo v istem obdobju desetih (10) let družbi Sartorius zagotavljal tehnično pomoč na prvi poziv in vzdrževal dobavo. Če dobavitelj namerava predati proizvodnjo ali prodajo katerega koli blaga, mora o tem brez nepotrebne odlašanja pisno obvestiti družbo Sartorius. Sartorius ima prednostno pravico, da v šestih (6) mesecih po prejemu tega obvestila prevzame proizvodnjo in prodajo zadevnega blaga proti plačilu razumnega zneska, o katerem se pogodbenici dogovorita.

## 15) GARANCIJE

- a) Dobavitelj se zaveda, da se družba Sartorius ves čas zanaša na dobaviteljevo znanje in kvalifikacije ter na njegove izjave in jamstva, kot izhajajo iz te pogodbe.
- b) Garancije na blago: Dobavitelj izjavlja in jamči družbi Sartorius, da:
- Količina, kakovost in opis blaga ter vseh njegovih sestavnih delov, surovin in z njimi povezanih del mora ustrezati določbam te pogodbe, naročila in/ali kakšne koli veljavne pogodbe, specifikacije ali skice posredovane dobavitelju s strani družbe Sartorius ali v pisni obliki dogovorjene z družbo Sartorius ali navedene v posebnih pogojih in/ali drugih pogodbenih dokumentih.
  - Blago mora biti skladno in zagotovljeno v skladu z vsemi veljavnimi zakoni in drugimi predpisi ter panožnimi standardi, vključno z okoljskimi pogoji in dobro inženirsko prakso.
  - Blago mora biti novo in prej neuporabljeno ter brez napak v zasnovi, materialu in izdelavi, primerno za prodajo in primerno za tisti namen, ki ga družba Sartorius določi v naročilu ali o njem implicitno obvesti dobavitelja v trenutku oddaje naročila.
  - Dobavitelj mora na družbo Sartorius prenesti neomejeno lastninsko pravico (prosto in neobremenjeno s kakršnimi koli zastavnimi pravicami, bremen, zahtevki ali drugimi pomanjkljivostmi v lastninski pravici) na blagu, ki je dobavljeno družbi Sartorius.
  - Blago, postopek njegove izdelave in uporaba blaga za kakršen koli namen, za katerega je običajno namenjeno, ne sme predstavljati kršitve nobenega patentnega zahtevka ali drugih pravic intelektualne lastnine tretje osebe.
  - Vsi dokumenti, vključno z računi, in vsemi informacijami, ki jih dobavitelj predloži v utemeljitev kakršnih koli stroškom, predstavljajo resničen, natančen in popoln opis blaga, dejavnosti in transakcij, na katere se nanašajo.
  - Vsi vzorci, ki jih družbi Sartorius posreduje dobavitelj, morajo biti brez napak v zasnovi, materialu in izdelavi, in nobeno blago, dobavljeno po tej pogodbi, ne sme biti nižje kakovosti in standarda, kot ustrezni vzorci ali prejšnje dobave, ki jih je družba Sartorius prejela od dobavitelja, brez pisnega dovoljenja družbe Sartorius. Sprejetje vzorcev s strani družbe Sartorius dobavitelja ne odvezuje njegovih jamstev in se ne šteje za sprejetje dobavljenega blaga.
  - Vsa dela opravljena v povezavi ali v zvezi z naročilom in/ali z blagom mora izvajati ustrezno

kvalificirano in usposobljeno osebje s potrebno vestnostjo in skrbnostjo ter s tako visokim standardom kakovosti, ki je razumen, obenem bo dobavitelj vso zagotovljeno opremo in orodje ves čas vzdrževal v prvovrstnem stanju. Družba Sartorius si na stroške dobavitelja pridržuje pravico zahtevati zamenjavo osebja, orodij ali opreme, ki niso v skladu s prejšnjimi določbami.

- c) Kadar obstajajo jamstva v korist dobavitelja v zvezi s sestavnimi deli blaga, morajo biti takšna jamstva prenosljiva in se s to pogodbo prenesejo na družbo Sartorius. Družba Sartorius lahko svojim kupcem podeli garancije, ki jih zagotovijo dobavitelji.
- d) Vsa jamstva, določena v tej pogodbi, veljajo tudi po sprejetju blaga, ki je dobavljeno v skladu z njo, in po razdrtju naročila ter dopolnjujejo vsa druga jamstva v dodatnem obsegu, ki jih dobavitelj da družbi Sartorius. Nobena implicitna jamstva niso izključena.
- e) Brez poseganja v druge pravice ali pravna sredstva iz te pogodbe, lahko družba Sartorius kadar koli odpove naročilo(-la) in po potrebi od dobavitelja zahteva odškodnino. Poleg tega si družba Sartorius pridržuje pravico, da si zagotovi proizvodnjo ali izpolnitev obveznosti iz te pogodbe s strani tretje osebe, ki bi jo sicer moral opraviti dobavitelj v skladu z jamstvom v primeru, ko dobavitelj problema ali kršitve ni mogel rešiti v razumnem časovnem roku. V takih primerih si družba Sartorius pridržuje pravico, da dobavitelju zaračuna vse neposredne in posredne stroške v zvezi s tem.
- f) Jamstva za storitve: Dobavitelj kot strokovnjak jamči družbi Sartorius, da bodo storitve, ki se izvajajo i) v skladu z naročilom, ii) ne bodo vsebovale očitnih napak, bodisi skritih ali ne.
- g) Sprejetje storitev, ki jih zagotavlja dobavitelj, s strani družbe Sartorius dobavitelja ne odvezuje odgovornosti za vse skrite napake in ne glede na čas, ko so te napake odkrite.
- h) Brez poseganja v zmožnost ali pravico družbe Sartorius, da odpove naročilo(-la) in zahteva odškodnino, si družba Sartorius pridržuje pravico, da si v primeru, da dobavitelj ne odpravi težav v razumnem roku, sama zagotovi ali zahteva izvedbo storitev od tretje osebe in uveljavlja povračilo s tem povezanih stroškov od dobavitelja.

## 16) ODŠKODNINA / ZAVAROVANJE

- a) Sprejem naročila predstavlja dogovor z dobaviteljem, ki se zaveže plačati odškodnino družbi Sartorius in njenim naslednikom in prevzemnikom, če družba Sartorius to zahteva, s čimer bo družba Sartorius skupaj s svojimi nasledniki ter prevzemniki odvezana vseh obveznosti, izgub, škode, poškodb (ki se nanašajo katero koli osebo ali premoženje in kakršno koli dejanje, zahtevke ali zahtevo) ter pristojbin, stroškov in izdatkov, vključno z, vendar ne omejeno na, razumne odvetniške stroške, stroške notranje obdelave, predelave in rekonstrukcije, ki družbi Sartorius nastanejo zaradi okvare blaga ali pomanjkljive izvedbe storitev glede na jamstva iz te pogodbe ali naročil oziroma zaradi dobaviteljevih kršitev obveznosti iz te pogodbe ali malomarnosti oziroma namernega neprimerne ravnanja s strani dobavitelja, njegovih zaposlenih, predstavnikov ali zastopnikov. Takšna odškodnina mora biti zagotovljena poleg vseh drugih pravnih sredstev, ki jih predpisuje zakon, pogodba ali lastniški kapital, in ostane v veljavi kljub odpovedi naročila.
- b) Dobavitelj bo na svoje stroške branil družbo Sartorius, njene naslednike in prevzemnike v vsaki pravdi ali postopku zoper njih, ki bi temeljili na trditvah, da blago, kateri koli sestavni del blaga, dobavljenega po tej pogodbi, ali storitve, kršijo lokalne, evropske ali tuje patente ali druge pravice intelektualne lastnine ali pravice tretjih oseb. Dobavitelj mora plačati celotno odškodnino, stroške in odvetniške stroške, katerih plačilo je naloženo v tovrstni pravdi ali postopku, po presoji družbe Sartorius, bodisi:
  - na stroške družbe Sartorius prek pogajanj pridobiti pravico, da družba Sartorius lahko še naprej kupuje in/ali uporablja blago ali storitve;
  - predelati blago tako, da ne bo predstavljalo kršitev pravic, na način, ki ohranja njegovo prvotno funkcionalnost;
  - zamenjati blago z drugim blagom, ki ne krši pravic, ki je z vidika funkcionalnosti enakovredno blagu, ki krši pravice;
  - povrniti družbi Sartorius zneske, plačane po tej pogodbi, če blago ni zamenljivo ali če so storitve slabo izvedene ali predstavljajo kršitev pravic.
- c) Dobavitelj mora na lastne stroške vzdrževati zavarovalno kritje pri nosilcu z oceno bonitetne agencije A.M. Best A- ali boljše, z limiti, ki so običajni za družbe podobne velikosti v panogi dobavitelja; vse to ob predpostavki, da bo dobavitelj zagotovil

zavarovanje splošne poslovne odgovornosti vključno z izdelki/zaključenimi operacijami in pogodbeno odgovornostjo z minimalnimi limiti v višini 2.000.000 EUR za zahtevke iz naslova telesnih poškodb, vključno s smrtjo, in kakršno koli druge škodo, ki bi lahko nastala zaradi uporabe blaga ali storitev oziroma dejanj ali opustitev dobavitelja v skladu s pogodbo. Takšne zavarovalne police bodo sestavljene pri ustrezno licenciranih in finančno odgovornih zavarovalnicah. Dobavitelj mora obvestiti družbo Sartorius o vsakem preklicu ali zmanjšanju kritja najmanj 30 dni pred pisnim obvestilom. Potrdila o zavarovanju, ki dokazujejo zahtevano kritje in limite ter zavarovalne police, se družbi Sartorius predložijo na njeno zahtevo.

- d) Dobavitelj se zaveda in soglaša, da vsaka določba, ki bi bila namenjena omejevanju njegove odgovornosti za družbo Sartorius ni sprejemljiva.
- e) Dobavitelj bo družbi Sartorius posredoval potrdilo o zavarovanju, ki dokazuje takšno kritje, in na zahtevo nemudoma predložil kopije indosamentov in/ali polic. Limiti in zavarovalne police/kritja iz tega oddelka predstavljajo minimalne zahteve, in v nobenem primeru ne določajo ter ne omejujejo odgovornosti dobavitelja v primeru izgube.

## 17) BLAGO ALI STORITVE Z NAPAKO

- a) Brez poseganja v pravico družbe Sartorius, da odpove naročilo(-la) in zahteva nadomestilo in odškodnino, mora dobavitelj družbi Sartorius, poleg vseh pravnih jamstev, zagotoviti tudi pogodbeno jamstvo.
- b) Ob upoštevanju tega pogodbenega jamstva, si v primeru dobave blaga ali storitev z napako ali neizpolnitve zahtev iz naročila družba Sartorius pridržuje pravico, da bodisi:
- Zahteva od dobavitelja, da na lastne stroške odpravi morebitne napake, ki nastanejo pri opravljanju dela iz te pogodbe. Dobavitelj za vsa popravila, opravljena v okviru tega jamstva, jamči še nadaljnjih 12 mesecev. Če napaka nastane v teku prvotnega garancijskega roka, vendar se do poteka tega roka ne pokaže, dobaviteljeva odgovornost ne preneha, saj ga družba Sartorius o napaki ni mogla obvestiti.
  - Vrne blago v popravilo ali zamenjavo ali zahteva nadomestne storitve v roku, ki ga določi Sartorius, na stroške dobavitelja; ali
  - izvede potrebna popravila in nato stroške za takšna dela zaračuna dobavitelju; ali
  - zahteva, da ji dobavitelj povrne celotno kupnino v roku tridesetih (30) dni od obvestila, poslanega s

- strani družbe Sartorius, in odstopi od naročila;
  - dobavitelj mora povrniti družbi Sartorius vse neposredne in posredne stroške, ki so ji nastali in izvirajo iz napak na blagu, vključno s tistimi, ki so povezani z morebitnim pozivom za odpoklic, spontanim ali izzvanim ali predpisanim s strani državnih organov;
  - dobavitelj mora plačati družbi Sartorius in njenim naslednikom nadomestilo za vse posledice, neposredne ali posredne, ki izvirajo iz dobaviteljeve odgovornosti in so povezane s telesno poškodbo, materialno in/ali nematerialno škodo, posledične ali neposledične, ki prizadenejo tretje osebe;
  - odpove to pogodbo.
- c) Dobavitelj se zavezuje, da bo (i) najpozneje v štiriindvajsetih (24) urah po razkritju napake poslal poročilo in (ii) da bo z družbo Sartorius vzpostavil »zid kakovosti« za preprečevanje motenj v proizvodnji (na primer: zamenjava blaga).

## 18) PRENEHANJE ZARADI NEPLAČILA ALI PLAČILNE NESPOSOBNOSTI

- d) V primeru neizpolnitve obveznosti s strani dobavitelja v zvezi s kakršnimi koli obveznostmi, vključno, a brez omejitev, z neizpolnitvijo dobave ali nespoštovanjem razumnih navodil družbe Sartorius, lahko družba Sartorius, kadar je takšno neizpolnitev obveznosti mogoče odpraviti, dobavitelja pisno pozove naj v določenem časovnem roku takšno neizpolnitev obveznosti odpravi. Če dobavitelj zahtev iz takšnega obvestila ne izpolni, ali na podlagi izključnega mnenja družbe Sartorius takšno neizpolnitev ni mogoče odpraviti na način, ki bi zadostil pričakovanjem družbe Sartorius, je slednja upravičena v celoti ali delno odpovedati pogodbo, tako da nemudoma pošlje pisno obvestilo dobavitelju, ne da bi s tem posegla v katere koli druge pravice, ki so nastale na podlagi naročila ali kako drugače, obenem ima pravico obdržati vse blago, ki je bilo predhodno dobavljeno v skladu z naročilom.
- e) Družba Sartorius ima pravico odpovedati naročilo, če:
- Je zoper dobavitelja sprejeta upravna odredba ali se nad njim začne postopek likvidacije (razen ko je namen zgolj združitve ali preoblikovanje); v tem primeru se uporabljajo zakoni in predpisi o insolventnosti; ali
  - dobaviteljevo premoženje ali sredstva postane predmet obremenitev ali je kdo drug postavljen

# SARTORIUS

kot upravičenec; ali

- dobavitelj preneha ali mu grozi prenehanje poslovanja; ali
- družba Sartorius upravičeno verjame ali predvideva, da se bo zgodil kateri koli od zgoraj omenjenih dogodkov, in o tem ustrezno obvesti dobavitelja.

f) Pravice in pravna sredstva družbe Sartorius zgolj dopolnjujejo in ne posegajo v druge pravice in pravna sredstva v skladu z naročilom, vključno s pravico družbe Sartorius, da dobavitelju dovoli nadaljevanje dela in zahteva povračilo izgube ali škode, ki jo je utrpela zaradi dobaviteljeve izvedbe z napako ali zamudo.

## 19) PREKINITEV ZARADI PRIKLADNOSTI ZA DRUŽBO SARTORIUS

- a) Odpoved pogodbenic ne razbremeni njihove odgovornosti za kršitve ali v zvezi s pravicami in obveznostmi, ki temeljijo na kakršni koli zadevi, ki se je zgodila pred odpovedjo.
- b) Odpoved mora slediti trimesečnemu (3) odpovednemu roku. Družba Sartorius ima pravico, da v času omenjenega trimesečnega odpovednega roka naročilo v celoti ali delno odpove z vročitvijo obvestila dobavitelju. Dobavitelj mora prenehati z izvajanjem, razen v obsegu, ki je določen v obvestilu o odpovedi. V takem primeru bo družba Sartorius dobavitelju plačala (kot popolno in dokončno poravnavo vseh terjatev, ki jih ima dobavitelj do družbe Sartorius zaradi odpovedi) za vsa dela, ki so bila zadovoljivo opravljena do datuma odpovedi. Slednje vključuje vse materiale, ki jih je dobavitelj pravilno nabavil za vključitev v delo.
- c) Dobavitelj se zaveda svoje dolžnosti, da sprejme vse razumne ukrepe za ublažitev obveznosti, ki nastanejo na podlagi takšne odpovedi.

## 20) ORODJA

- a) Vse posebne matrice, orodja, kalupi, vzorci, šablone, konstrukcije in katera koli druga lastnina, ki jo družba Sartorius zagotovi dobavitelju ali jo posebej plača za uporabo pri izvajanju naročila, vselej ostane v lasti družbe Sartorius, se po navodilih družbe Sartorius odstrani in je namenjena izključni uporabi za družbo Sartorius, tveganje hrambe nosi dobavitelj, ki jo mora na svoje stroške zavarovati za čas, ko jo hrani in ima nadzor na njo, in sicer v znesku, s katerim jo je mogoče nadomestiti in plačati za izgubo. Dobavitelj mora

družbo Sartorius odvezati vsakršne odgovornosti za izgubo, odškodnino in stroške, ki izhajajo iz zahtevkov zaposlenih, zastopnikov ali svetovalcev družbe Sartorius zaradi telesne poškodbe ali smrti v povezavi z upravljanjem takšne opreme, ko je v hrambi in skrbništvu pri dobavitelju oziroma pod njegovim nadzorom.

- b) Nasprotno, dobavitelj družbi Sartorius ne bo oporekal z lastno določbo o pridržku premoženja ali isto določbo, ki izhaja s strani podizvajalca. Dobavitelj se zaveže, da bo prevzel odgovornost za vse zahtevke in tožbe, ki bi jih lahko vložile tretje osebe, in po potrebi uveljavljal prekinitvev takšne določbe.

## 21) PRAVICE INTELEKTUALNE LASTNINE

- a) Kakršne koli specifikacije, ki jih družba Sartorius posreduje dobavitelju ali jih dobavitelj posebej izdelava za družbo Sartorius v zvezi z naročilom, skupaj z vsemi pravicami intelektualne lastnine znotraj naročila, so izključna last družbe Sartorius. Dobavitelj teh specifikacij ne sme razkriti nobeni tretji osebi razen v tistem obsegu, v katerem so postale javno znane brez njegove krivde, ali kakor je zahtevano po zakonu, pod pogojem, da dobavitelj družbo Sartorius nemudoma obvesti o takšni zakonski zahtevi in v celoti sodeluje pri prizadevanjih družbe Sartorius za pridobitev odločbe o zaščiti, ali za namene izpolnitve naročila, ob predpostavki, da je tretja oseba zavezana k zaupnosti, ki ni manj stroga, kot je navedeno v tej pogodbi. Dobavitelj omenjenih specifikacij ne sme uporabljati drugače, kot v obsegu, ki je potreben za izpolnitev naročila.
- b) Če družba Sartorius dobavitelju v okviru naročila naroči izdelavo načrta, specifikacije ali skice, dobavitelj soglaša, da gre pri delu po naročilu za »naročeno delo« in da bo družba Sartorius kot subjekt, za katerega se delo opravi, nastopala kot lastnik vseh pravic, imetnik lastninske pravice, upravičenja in dela samega ter vseh drugih pravic intelektualne lastnine, ki izhajajo iz dela. Dobavitelj nadalje soglaša, da v kolikor ne gre za »naročeno delo«, bo na družbo Sartorius prenesel lastništvo vseh pravic, lastninske pravice, upravičenja in dela samega, vključno z lastništvom celotnega sklopa pravic intelektualne lastnine, ki se nanašajo na delo. Dobavitelj soglaša, da bo izdelal vse dokumente in sprejel vse korake, ki so potrebni, da si družba Sartorius zagotovi celoten sklop pravic intelektualne pravice na delu.

- c) Dobavitelj izjavlja in jamči, da bo njegovo delo izvirno in ne bo kršilo pravic katere koli tretje osebe ter ne bo predhodno preneseno na tretjo osebo ali drugače obremenjeno z licenco ali kako drugače.

## 22) ZAHTEVE ZA SKLADNOST

- d) Dobavitelj mora spoštovati vse veljavne nacionalne in mednarodne zakone in druge predpise, še posebej veljavne carine, predpise o nadzoru izvoza vključno s ponovnim izvozom iz ZDA, predpise o embargu in sankcijske režime.

- e) Dobavitelj se zavezuje, da bo družbo Sartorius pisno obveščal o vseh spodaj navedenih glavnih podatkih v zvezi z zunanjo trgovino po oddaji naročila (npr. v potrditvi naročila) in najpozneje na točki dobave (npr. z natisnjenimi informacijami na dobavnici in/ali računu). V primeru kakršnih koli sprememb bo dobavitelj nemudoma pisno obvestil družbo Sartorius.

i. Država porekla (nepreferencialno poreklo) v skladu s pravili o poreklu Svetovne carinske organizacije (WCO)

ii. Dolgoročna izjava prodajalca (LTVD) za preferencialno poreklo blaga, na zahtevo in, če je primerno, ali kateri koli drug dokument, ki potrjuje status preferencialnega porekla izdelka

iii. Statistična številka blaga (oznaka harmoniziranega sistema) na podlagi tarifne nomenklature Svetovne carinske organizacije (WCO)

iv. Klasifikacijska številka za nadzor izvoza (ECCN) v skladu z uredbo ES o vzpostavitvi sistema z dvojno rabo (št. 428/2009, vključno z najnovjšimi spremembami) ali primerljivi mednarodni sezname, kot so nemški Ausfuhrliste, švicarski Güterkontrollverordnung, indijska uredba SCOMET, singapurski kontrolni seznam strateškega blaga, pa tudi kot ECCN v povezavi z izvoznimi nadzornimi predpisi ZDA (Export administration regulations, EAR) ali katero koli drugo veljavno zakonodajo ali predpisom

v. Potencialni delež sestavnih delov iz ZDA na izdelek (pravilo de-minimis), če je primerno

- f) Protikorupcijska zakonodaja, ameriški zakon o tujih korupcijskih praksah in zakon o podkupovanju Združenega kraljestva:

i. Direktor, zaposleni ali zastopnik dobavitelja ne

sme: (i) dajati ali prejemati kakršne koli provizije, honorarja, popusta, darila ali razvedrila pomembnejše vrednosti; ali (ii) skleniti kakršen koli poslovni dogovor z direktorjem, zaposlenim ali zastopnikom družbe Sartorius, razen če ta nastopa kot predstavnik družbe Sartorius v okviru običajnega in pravilnega poteka poslovanja med pogodbenicama.

- ii. Dobavitelj ne sme izvajati nobenih dejavnosti, ki bi lahko pomenile kršitev katere koli določbe protikorupcijskih predpisov (kakršnih koli zakonov ali mednarodnih konvencij, ki se nanašajo na boj proti korupciji, vključno z: (a) Konvencijo OECD o boju proti podkupovanju tujih javnih uslužbencev v mednarodnem poslovanju iz leta 1997; (b) Konvencijo Združenih narodov proti korupciji iz leta 2003; (c) zakonom o tujih korupcijskih praksah iz leta 1977 Združenih držav Amerike (kakor je bil spremenjen z amandmaji o tujih korupcijskih praksah iz let 1988 in 1998 »FCPA«) ; (d) zakonom o podkupovanju Združenega kraljestva iz leta 2010; (e) katerim koli drugim veljavnim zakonom (statut, odlok, pravilo ali predpis, odredba katerega koli sodišča, tribunala ali katerega koli drugega sodnega organa ali katera koli druga upravna zahteva), ki: (i) prepoveduje ponujanje kakršnega koli darila, plačila ali druge ugodnosti kateri koli osebi ali kateremu koli uradniku, zaposlenemu, zastopniku ali svetovalcu takega subjekta; in/ali (ii) je na splošno enakovreden FCPA in/ali zakonu o podkupovanju ZK iz leta 2010 ali je namenjen uzakonitvi določb Konvencije OECD ali katerega cilj je preprečevanje korupcije in ki se uporablja v pravnem redu, po katerem je dobavitelj ustanovljen, posluje in/ali v skladu s katerim se izvajajo storitve).

- iii. Poleg tega mora dobavitelj pri izvajanju svojih obveznosti iz pogodbe ves čas upoštevati in ravnati v skladu s kodeksom ravnanja družbe Sartorius za poslovne partnerje. Dobavitelj potrjuje, da je prejel kodeks ravnanja družbe Sartorius za poslovne partnerje (»kodeks«), ki je na voljo na <https://www.sartorius.com/download/343228/sartorius-code-of-conduct-business-partner-en-data.pdf> in soglaša, da bodo vsi delodajalci, podružnice, oddelki, povezane družbe, operativni subjekti, osebje ali podizvajalci, ki poslujejo z družbo Sartorius in/ali katero koli njeno neposredno ali

posredno hčerinsko družbo, spoštovali kodeks. Dobavitelj se zaveda, da lahko njegovo neupoštevanje kodeksa vodi v preklic vseh obstoječih naročil in prekinitev poslovnega razmerja z družbo Sartorius.

- iv. Dobavitelj bo družbi Sartorius povrnil škodo in jo odvezal odgovornosti za kakršne koli zahtevke, obveznosti, globe, zasege ali povezane stroške in izdatke (vključno z odvetniškimi honorarji), ki jih družba Sartorius utрпи zaradi kršitve ali neupoštevanja določb tega oddelka 22 s strani dobavitelja.

## 23) VIŠJA SILA, POSEBNA PRAVILA V ČASU PANDEMIJE COVID-19

- a) Pogodbenici ne odgovarjata za škodo ali za delno ali popolno neizpolnitev obveznosti po pogodbi, če je nastala škoda ali neizpolnitev posledica višje sile.
- b) Če predmeta dobave ni mogoče zagotoviti zaradi vladnega odloka, izdanega po sklenitvi pogodbe (tudi v primeru pandemije covid-19), ki se nanaša ali se bo po pričakovanjih nanašal na obdobje dobave blaga ali zagotavljanja rezultatov storitev, bosta pogodbenici druga drugo brez nepotrebnega odlašanja obvestili. Pogodbenici se bosta medsebojno dogovorili, ali je mogoče predmete dobave zagotoviti po koncu višje sile in ali je družba Sartorius za to zainteresirana. V primeru, da je zamudo pri izpolnitvi mogoče nadoknaditi/če obstaja interes za to, se pogodbenici medsebojno dogovorita o nadomestnem datumu ali o postopku in roku za določitev nadomestnega datuma.
- c) Ne glede na zgoraj navedeno ima katera koli pogodbenica pravico, da odstopi od pogodbe, na katero vpliva višja sila, če višja sila traja vsaj štiri (4) tedne v obdobju treh (3) mesecev. Obveznost za plačilo nadomestila, morebitni zahtevki za odškodnino in povrnitev izdatkov in stroški odpovedi se ne uporabljajo. Pogodbenici v celoti vrneta že opravljena plačila ali delne izvedbe.
- d) Družba Sartorius in dobavitelj se zavedata in soglašata, da bo oddaja in izvedba naročila v celoti ali delno potekala v obdobju pandemije Covid-19. Obe pogodbenici se zavedata, da je pogodba sklenjena ob poznavanju bistvenih sprememb v gospodarskem življenju. Dobavitelj izrecno potrjuje, da bo lahko izpolnil naročilo v skladu s pogoji, določenimi v pogodbi.
- e) Če pandemija Covid-19 ne bo dopuščala dobave

blaga in/ali zagotavljanja storitev na pogodbeno dogovorjene datume ali le po višji ceni od pogodbeno dogovorjene, je sklicevanje se na višjo silo zaradi pandemije covid-19 izključeno; oddelek 19 c) v tem primeru ne velja.

## 24) RAZNO

- a) Vsi priročniki za uporabo, navodila, opis, specifikacije in podobno, ki jih dobavitelj zagotovi v zvezi z blagom in/ali storitvami, morajo biti v angleščini in v katerem koli jeziku, kot predpisuje zakon.
- b) Vsako obvestilo, ki ga katera koli pogodbenica zahteva ali dopušča njegovo predložitev nasprotni pogodbenici v skladu s temi splošnimi pogoji nakupa, mora biti v pisni obliki in naslovljeno na drugo pogodbenico na naslov njenega sedeža, glavnega kraja poslovanja ali na drug naslov, o katerem je bila pogodbenica, ki pošilja obvestilo, ob ustreznem času obveščena na način, ki je skladen s to določbo.
- c) Če družba Sartorius v kakšnem trenutku ne vztraja pri doslednem izvajanju naročila ali katere koli določbe teh splošnih pogojev nakupa, ne gre sklepati, da se je družba Sartorius odpovedala izvajanju teh določb tudi v prihodnosti.
- d) Družba Sartorius z oddanim naročilom naroči izvedbo dela s strani dobavitelja, zato ni dopustna nikakršna dodelitev, podizvajanje ali prenos brez predhodnega posebnega pisnega dogovora z družbo Sartorius. Nobena dodelitev ali podizvajalska pogodba (četudi s soglasjem družbe Sartorius) dobavitelja ne razbremeni nobenih obveznosti po naročilu. Kakršna koli nameravana dodelitev, prenos ali podizvajanje brez takega pisnega soglasja je neveljavna in ne učinkuje. Ne glede na zgoraj navedeno lahko družba Sartorius brez soglasja dobavitelja prenese ali dodeli katero koli naročilo in/ali to pogodbo ali katero koli svojo pravico in obveznosti iz naročila ali te pogodbe, v celoti ali delno, kateri koli od: (i) povezanih družb; (ii) hčerinskih družb v popolni lasti ali naslednikov; ali (iii) kateri koli tretji osebi, s katero se združi ali konsolidira ali na katero dejansko prenese celotno svoje premoženje, na katero se nanaša ta pogodba.
- e) Če postanejo posamezne določbe teh splošnih pogojev nakupa v celoti ali delno neučinkovite, to ne vpliva na preostale določbe teh splošnih pogojev nakupa. To velja tudi, če je v pogodbi ugotovljena nenamerna izpustitev. Popolnoma ali delno

neučinkovita določba se nadomesti in nenamerna izpustitev v splošnih pogojih nakupa se zapolni z ustrezno določbo, ki se, kolikor je to zakonsko mogoče, najbolj približa prvotnemu namenu pogodbenic ali tistemu, kar bi glede na pomen in namen teh splošnih pogojev nakupa pogodbenici nameravali, če bi se zavedali neučinkovitosti ali izpustitve zadevne(-nih) določb(-e).

f) Pogodbo ureja švicarska zakonodaja, razen določb, ki urejajo kolizijska pravila. Konvencija Združenih narodov o pogodbah o mednarodni prodaji blaga (CISG) z dne 11. aprila 1980 se ne uporablja. Za vse spore med pogodbenicama v zvezi s pogodbo je izključno pristojno švicarsko sodišče v Zürichu. Po vložitvi tožbe je toženec omejen, da na podlagi lastnih pravic in zahtevkov vloži nasprotni zahtevek pred tistim sodiščem, pri katerem je bila vložena prvotna tožba, ali da pobota svoj lastni zahtevek z zahtevkom, ki je predmet omenjene tožbe pred tem sodiščem.

g) Vsaka pogodbenica se zavezuje, da bo varovala zaupnost vseh zaupnih podatkov in da zaupnih informacij druge pogodbenice ne bo uporabljala ali razkrivala nobeni osebi, razen da lahko te zaupne podatke razkrije kateremu od svojih zastopnikov, ki se z njimi mora seznaniti zaradi izvajanja kakršne koli obveznosti po tej pogodbi, pod pogojem, da bo ta pogodbenica zagotovila, da se vsak predstavnik, ki se mu razkrijejo zaupne informacije, zaveda njihove zaupne narave in soglašá s spoštovanjem te določbe, kot da bi sam nastopal v vlogi pogodbenice; (ii) razkriti kakršne koli zaupne informacije, kot to predpisuje zakonodaja, sodišče, vladni regulativni ali nadzorni organ ali kateri koli drug organ s pristojno jurisdikcijo, pod pogojem, da pogodbenica drugo pogodbenico nemudoma obvesti o takšni zakonski zahtevi in v celoti sodeluje pri prizadevanjih te pogodbenice za pridobitev odločbe o zaščiti.

h) Vsake prodajne predstavitve, spletne strani, marketinško, promocijsko ali drugo oglaševalsko gradivo, v pisni ali elektronski obliki, ki se nanaša na družbo Sartorius, njene povezane družbe, izdelke ali te splošne pogoje nakupa mora pred uporabo ali objavo v pisni obliki odobriti družba Sartorius.

i) Družba Sartorius ali njene povezane družbe imajo v lasti določene trgovske znamke, blagovne znamke, trgovska imena, logotipe in druge oblike intelektualne lastnine. Brez izrecnega dovoljenja družbe Sartorius ni dovoljena uporaba nobenih trgovskih znamk,

blagovnih znamk, trgovskih imen, logotipov ali drugih oblik intelektualne lastnine družbe Sartorius ali njenih povezanih družb, prav tako ni dovoljeno prisvajanje, uporaba ali registracija besed, besednih zvez ali simbolov, ki so podobne katerim od trgovskih znamk, blagovnih znamk, trgovskih imen, logotipov ali drugih oblik intelektualne lastnine družbe Sartorius ali njenih povezanih družb, ki bi lahko vodile do zmede ali negotovosti, ali na kakršen koli način škodovale ali kršile te pravice, ali iz katerih bi izhajalo, da družba Sartorius potrjuje izdelke ali storitve tretjih subjektov.

j) Nobena določba te pogodbe ne more biti razumljena v smislu vzpostavitve partnerstva med pogodbenicama ali tako, da bi katera koli pogodbenica za kakršne koli namene postala zastopnik druge pogodbenice. Poleg tega bo vsaka pogodbenica še naprej izključno odgovorna za svoja dejanja, izjave, zaveze, izvedbe, izdelke ter zaposlene.

k) Nobena določba tega dokumenta ni namenjena ustvarjanju pravic tretjih oseb napram družbi Sartorius.