

General Terms and Conditions of Purchase of Atotech Slovenija d.d.

I. Scope of Application

1. All of our suppliers' deliveries, services and offers are made/provided solely on the basis of these General Terms and Conditions of Purchase. They are an integral part of all contracts that we conclude with our suppliers or other contract partners (hereinafter referred to as "supplier") regarding the deliveries or services that they offer. They are also applicable to all future deliveries, services or offers made/provided to us, even if they are not agreed to again separately.
2. The general terms and conditions of business of our suppliers or third parties shall not apply, even if we do not expressly reject their applicability in individual cases. Even if we refer to a document that contains the general terms and conditions of business of the supplier or a third party, this does not constitute acceptance of the applicability of those general terms and conditions.
3. These General Terms and Conditions of Purchase only apply in relation to business entities pursuant to Art. 13 of the Slovenian Code of Obligations (*Obligacijski zakonik*).

II. Purchase Orders and Orders

1. All agreements made between us and the supplier for the purpose of fulfilling the contract are to be set forth in writing in the contract. There are no oral side agreements. Correspondence concerning contractual agreements shall, but for exceptional cases, only occur with our Purchases Department. Agreements with other departments shall require the explicit written confirmation of our Purchases Department.
2. If we do not receive a written confirmation of the order within 14 days as of the date of our (purchase) order, we are entitled to revoke our (purchase) order without any claims arising against us as a result.
3. If the fulfillment of our order requires special expertise or qualifications, the supplier shall provide us with suitable certificates of competence along with his offer, without having to be asked to do so.

III. Time of Delivery, Default

1. Delivery times and periods which have been agreed upon shall be binding. Delivery times and periods are met if the goods which are in conformity with the contract have been received and if the

services stipulated in the contract have been fully provided in each case at the place of performance.

2. If the supplier realizes that an agreed upon delivery date or period cannot be met for any reason whatsoever, he shall without undue delay inform us in writing, stating the reasons for and the expected duration of the delay. The legal consequences of a default in delivery or a delayed delivery shall remain unaffected.
3. The supplier is not entitled to make partial deliveries without our prior written approval. In the case of a partial delivery, the delivery documents shall indicate that a partial delivery occurs and the quantities which remain undelivered.
4. If the supplier is in default in the delivery and/or performance, we are entitled to calculate a contractual penalty at the rate of 0.3%, for every working day of the delay or remaining fraction thereof, this penalty cannot however exceed 5% of the total contract sum. If the corresponding reserve of the right to claim is not asserted upon the acceptance of the deliveries, services or subsequent fulfillments, the contractual penalty can still be claimed until the final payment is made. The contractual penalty shall be deducted from the damages for delay/default which the supplier must pay.
5. In the event of a delivery earlier than agreed, we can return the shipment at the supplier's expense. If the goods are not returned in the event of an early delivery, they shall be stored on our premises at the supplier's expense and own risk until the date of delivery agreed upon. In the event of acceptance of an early delivery, the due date for the payment of the purchase price shall be determined according to the agreed upon delivery date.

IV. Right to Withdraw

1. If after entering into a contract with one of our customers it becomes apparent that our claim under such contract is at risk due to that customer's inability to fulfill his obligations under the contract, and if that customer cannot provide a security, we are entitled to withdraw from the contract with the supplier with respect to the products which were to be used by that customer, if we have no other possibility to use these products.
2. In case of a withdrawal according to par. 1 the supplier shall be entitled to an indemnification in the amount of his expenses which have become futile. This claim for indemnification requires that the supplier cannot use the work performed under their contract with us for other purposes. There shall be no indemnification for lost profits.

V. Packaging, Transportation

1. The goods to be delivered shall be packaged in a manner that is customary and reasonable in the situation. If the packaging material is not agreed upon by contractual agreement, the supplier may only use packaging material which is ecologically not harmful and which does not impede recycling.
2. If the goods are not due to be delivered at the seat of our company, we shall receive a notice of dispatch.
3. The delivery takes place at the supplier's costs, including the costs for packaging, shipping, freight and insurance to the place of delivery (obligation to deliver, "*Bringschuld*"). The risk of accidental loss and accidental deterioration of the goods shall be transferred to us upon delivery at the place of delivery.
4. Our order number shall be indicated on all delivery papers.
5. Additional expenses for express shipping required in order to comply with a delivery date shall be borne by the supplier.

VI. Invoicing and Payment

1. Invoices shall be issued duly in duplicates indicating our order number. Invoices are not payable as long as these conditions are not met.
2. Due dates and payment periods shall not begin prior to the complete delivery to/performance at the place of delivery and our receipt of the invoice. Insofar as the supplier has to provide material tests, test protocols, quality documents or other documentation, our receipt of this documentation is a prerequisite for the completeness of the delivery and performance. All payment periods in general refer to the date of receipt of the invoice or the date of provision of the supplier's services, if the services are rendered after the date of receipt of the invoice.
3. We shall be entitled to rights of set-off and retention, as well as to the plea of non-performance, to the extent permitted by law. In particular, we are entitled to retain due payments as long as we are still entitled to claims against the supplier arising from incomplete or defective deliveries and performances.
4. Payments do not constitute acknowledgement that the deliveries or performances are as stipulated in the contract.

VII. Rights in the Event of Defects, Limitations, Spare Parts and Wearing Parts

1. In the event of material and legal defects - subject to VII. 2. and 3. - the statutory provisions which are in force at the time of the purchase order/ contracted service shall apply.
2. All claims arising from material and legal defects are subject to the statutory warranty period.
3. We may notify apparent defects within five days from receipt of the goods and hidden defects within two weeks from the date of their discovery.
4. The supplier undertakes to provide spare parts and wearing parts for the products supplied to us for a period of at least 10 years after the final delivery.
5. If the supplier intends to cease production of spare parts and wearing parts for the products supplied to us, he shall notify us immediately after the decision to cease production. This decision must be made – subject to par. 4 – at least 3 months before the end of production.

VIII. Retention of Title

The supplier's retentions of title are only valid insofar as they refer to our payment obligations for the respective products to which the supplier retains title. In particular, expanded or extended retentions of title on the part of the supplier are invalid.

IX. Product Quality and Product Liability

1. The supplier shall apply a quality assurance program according to the current technical and legal requirements and, if we so require, prove this to us.
2. The supplier shall, during the duration of this contract, maintain a product liability insurance which includes the risk of recall with a minimum coverage of at least 1 million EUR per case of personal injury/property damage. We are entitled to demand that the supplier submit corresponding confirmation of coverage from his insurer.
3. Insofar as we are made liable by third parties based on domestic or foreign product liability laws or based on other legal provisions, the supplier shall, upon our first request, keep us exempt from such claims if and insofar as the supplier is liable for the defect which causes the liability. If we are jointly liable with the supplier, the supplier shall upon our first request keep us exempt in the amount of our claim against the supplier. The

aforementioned obligations shall also apply to all expenses and costs arising from necessary product recalls, including, without limitations, recalls under the Product Safety Act.

X. Liability

We shall not be liable towards the supplier, unless we acted intentionally or with gross negligence.

XI. Intellectual Property Rights, Rights of Use, Confidentiality

1. The supplier warrants that the contract and its implementation, especially with regards to the use of the delivered goods, do not violate any intellectual property rights of third parties.
2. The supplier undertakes to indemnify and hold us harmless in respect of all claims asserted against us by third parties due to the infringement of intellectual property rights mentioned in par. 1 and to reimburse us for all necessary expenses incurred in connection with the said claims.
3. All documents (e.g., drawings, illustrations, calculations, descriptions), models and tools made available by us in the course of the contract shall remain our property. Any use thereof which goes beyond the contractual purpose (e.g. copying, making available to third parties) shall not be allowed. Upon termination of the contract, the supplier shall, upon request, return or destroy these tools, models and documents, including all copies, with the exception of routine information technology back-ups or the legal obligation to retain the information. The supplier is not entitled to claim any right of retention whatsoever.
4. The supplier grants us a non-exclusive, transferable, worldwide license for the software accompanying the products, including the corresponding documentation, for an unlimited period of time, with the agreed upon features, and in the scope necessary for the use as stipulated in the contract.
5. The supplier may not disclose, without our express written consent, that he is our supplier or inform third parties about our (purchase) orders. The supplier shall also, in writing, oblige his employees who are working on the processing or the fulfillment of our orders, to keep information confidential, unless the employees have already been obliged to maintain confidentiality through their employment contracts. The duty to maintain confidentiality shall also apply to all knowledge, obtained in the course of the cooperation, concerning our organization, development and other structures and/or concerning the content of our

orders, especially as to prices, amounts and conditions. The supplier's confidentiality obligations shall survive the termination or expiration of the contract.

6. The supplier shall transfer to us the right to file for intellectual property rights for all inventions made by him or by persons employed by him in the course of the contract, in order to fulfill the contract. The aforementioned granting of rights and transfer of rights shall be considered as being compensated by the price paid for the goods delivered or the services rendered.

XII. Carrying out Work on our Premises

Persons who carry out work on our premises in fulfillment of the contract must observe the provisions of the valid company regulations.

XIII. Code of Conduct, Environmental Protection, Safety

1. We are committed to the ethical values and principles expressed in the Atotech Code of Conduct. They include in particular, but are not limited to, compliance with statutory provisions and observance of fundamental international standards, environmental protection and occupational safety practices, respect for human rights and the rules of free competition and rejection of any and every form of corruption, whether public or private, active or passive, as well as the avoidance of conflicts of interest.
2. The supplier confirms that he is familiar with the contents of our Code of Conduct and upholds ethical values and principles equivalent to those expressed in this Code of Conduct. In addition, the supplier will do his best to promote these values and principles and to ensure that his own suppliers comply with them. The Atotech Code of Conduct is available in the download area under www.atotech.com/our-values.
3. We reserve the right to perform, ourselves or through a duly authorized representative, audits at the supplier's premises of compliance with the above stated values and principles, subject to written notification. The supplier agrees to fully cooperate in such audits. We will keep the information disclosed during the audit confidential and use it only for the purpose of the audit.
4. We are entitled to terminate the contract in writing without prior notice, in case the supplier significantly violates the above stated values and principles or unreasonably hinders the audit as provided above and does not implement measures to reduce the impact of the violation. The supplier significantly violates the values and principles

particularly in cases of disregard for human rights, for example child labor, discrimination as well as violations of statutory labor law, environmental and industrial safety rules and anticorruption rules.

5. In view of his responsibility for the health and safety of his employees at the workplace, the supplier covenants to undertake continuous and sustained measures to reduce detrimental effects of his activities on people and the environment. As far as his circumstances permit, the supplier will establish and evolve a management system in accordance with ISO 14001.
6. In addition, the supplier undertakes to provide us with all relevant information about potential risks of the plants, machines, work equipment, products, chemical substances and production materials that it will supply to us.

XIV. Conflict Minerals, Compliance with Regulations

1. The supplier acknowledges the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), and in particular its minerals provision (Section 1502). The supplier also recognizes the significant legal and non-legal risks associated with sourcing wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals tantalum, tin and tungsten (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). The supplier represents, covenants, agrees and certifies for our benefit and the benefit of our customers that
 - (a) the goods delivered to us do not contain any Conflict Mineral from the DRC countries or, if any goods delivered to us do contain a Conflict Mineral, such goods are DRC conflict free according to the Act;
 - (b) it has in place a supply chain policy and processes to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into goods it provides to us; (ii) due diligence of his supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures.

The supplier undertakes to execute such written documentation, including certifications, as we or our customers may reasonably request to confirm and certify the foregoing.

2. In the event that the delivered goods contain chemical substances that are subject to any of the following regulations, as amend from time to time:

- USA - Toxic Substances Control Act (TSCA)
- Canada - Domestic Substances List (DSL)
- EU - European Inventory of Existing Commercial Chemical Substances (EINECS)/ European List of Notified Chemical Substances (ELINCS)/ Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)
- China - Inventory of Existing Chemical Substances Produced or Imported in China (IECSC)
- Taiwan - Toxic Chemical Substance Control Act (TCSCA)
- Japan - Existing and New Chemical Substances Inventory (ENCS)
- Korea - Existing Chemicals List (ECL)
- Philippines - Philippine Inventory of Chemicals and Chemical Substances (PICCS)
- Australia - Australian Inventory of Chemical Substances (AICS)

the supplier represents that it will take and shall take all appropriate measures to comply with, and to cause his subcontractors and suppliers to comply with, all obligations imposed by the regulations mentioned above and any future amendments thereto. The supplier shall bear all consequences of non-compliance with any of the above mentioned regulations. If chemical substances that are a component of the delivered goods will cease to be sold pursuant to a ban under any of the above mentioned regulations, the supplier shall give us at least six (6) months' prior notice, in writing, of the date such chemicals will no longer be sold.

3. The supplier shall defend, indemnify and hold harmless us and our customers from any breach of the supplier's obligations under this section or arising from any inaccurate or untruthful written information or documentation provided to us or our customers.

XV. Export Control and Customs

1. The supplier shall comply with all requirements of the applicable national and international customs and foreign trade laws. The supplier shall notify us in writing no later than 2 weeks after our purchase order, as well as immediately in the event of changes, of all information and data which we require for compliance with the corresponding exporting, importing, and re-exporting regulations and laws, in particular:

- all applicable export list numbers, including the Export Control Classification Number according to the US Commerce Control List (ECCN);

- the commodity code according to the current classification of commodities for foreign trade statistics and the HS (Harmonized System) code; and
 - the country of origin (non-preferential origin) and, upon our request, supplier declarations regarding the preferential origin (for European suppliers) or certificates of preference (for non-European suppliers).
2. If the supplier breaches his obligations pursuant to XIV.1., he shall bear all expenses and damages which we incur as a result, unless the breach of obligation was not the supplier's fault.

XVI. Data Protection

1. Personal data of our employees which becomes known to the supplier during contract negotiations or execution may only be processed within applicable statutory data protection provisions.
2. The supplier must adjust his internal organization in such a way that it meets the legal requirements on data protection. The supplier must take, in particular, appropriate technical and organizational measures to secure the personal data against misuse and loss.
3. Persons who process personal data for the supplier must be made familiar with the regulations on data protection and must be bound by data secrecy.

XVII. Security of delivery chain

1. The supplier is entitled to the use of subcontractors solely with our prior written consent.
2. The supplier hereby agrees
 - (a) to ensure that all goods which are produced, stored, forwarded or carried following our order, and which are delivered to us or taken after delivery by us:
 - are produced, stored, prepared, processed and loaded in secure commercial premises and secure loading and shipping areas, and
 - are protected against unauthorised interference during production, storage, preparation, processing, loading and transporting.
 - (b) that reliable staff is employed for the production, storage, preparation, processing or working, loading and transport of such goods; and
 - (c) that business partners who are acting on behalf of the supplier are informed that they

also need to ensure security of the supply chain as mentioned above.

XVIII. Final Provisions

1. The place of delivery for the supplier's deliveries and services is the respective place of use.
2. The exclusive legal venue for all litigations arising from the contractual relationship with the supplier shall lie in the competent court in Kranj, Slovenia. We retain, however, the right to choose the seat of the supplier as the place of jurisdiction.
3. The contracts concluded between us and the supplier shall be governed by the laws of the Republic of Slovenia, with the exclusion of the UN Sales Law (CISG).
4. The supplier may only assign or transfer its rights and obligations arising from the contract to third parties with our prior written consent.

Splošni nabavni pogoji družbe Atotech Slovenija d.d.

I. Obseg uporabe

1. Naši dobavitelji vse dobave, storitve in ponudbe podajo/zagotavljajo izključno na podlagi teh Splošnih nabavnih pogojev. Ti Splošni nabavni pogoji predstavljajo sestavni del vseh pogodb, ki jih sklenemo z našimi dobavitelji ali drugimi pogodbenimi partnerji (v nadaljevanju, "dobavitelj") v povezavi z dobavami ali storitvami, ki jih ponujajo. Ti Splošni nabavni pogoji prav tako veljajo za vse bodoče dobave, storitve ali ponudbe, ki so nam podane/zagotovljene, tudi če ni ponovnega posebnega soglašanja z njimi.
2. Splošni pogoji poslovanja naših dobaviteljev ali tretjih oseb se ne uporabljajo, tudi če ne zavrnejo izrecno njihove veljavnosti za posamezne primere. Naše morebitno sklicevanje na dokument, ki vsebuje splošne pogoje poslovanja dobavitelja ali tretje osebe, prav tako ne pomeni sprejema veljavnosti takšnih splošnih pogojev.
3. Ti Splošni nabavni pogoji se uporabljajo le v razmerjih z gospodarskimi subjekti v smislu 13. člena slovenskega Obligacijskega zakonika.

II. Naročilnice in naročila

1. Vsi dogovori, sklenjeni med nami in dobaviteljem za namen izpolnitve pogodbe, morajo biti pisno določeni s pogodbo. Ne obstajajo nobeni ustni stranski dogovori. Razen v izrednih primerih korespondenca v zvezi s pogodbenimi dogovori poteka le z našim nabavnim oddelkom. Glede dogovorov z drugimi oddelki je potrebno pridobiti izrecno pisno potrditev našega nabavnega oddelka.
2. Če pisne potrditve naročila ne prejmemo v 14 dneh od datuma naše naročilnice oz. naročila, imamo pravico, da našo naročilnico oz. naročilo prekličemo, ne da bi posledično zoper nas nastali kakršni koli zahtevki.
3. Če izpolnitev našega naročila zahteva posebno strokovno znanje in izkušnje ali kvalifikacije, nam mora dobavitelj skupaj s svojo ponudbo posredovati ustrezna potrdila o usposobljenosti, ne da bi moral biti za to zaprosen.

III. Dobavni rok, neizpolnjevanje obveznosti

1. Dogovorjeni dobavni roki in obdobja so zavezujoči. Dobavni roki in obdobja so izpolnjeni, če je prejeto s pogodbo skladno blago oz. če so bile v pogodbi navedene storitve v celoti

zagotovljene, in sicer – v obeh primerih – v kraju izpolnitve.

2. Če dobavitelj ugotovi, da dogovorjenega datuma ali obdobja dobave iz kakršnega koli razloga ni mogoče izpolniti, nas mora o tem brez nepotrebnega odlašanja pisno obvestiti, pri čemer mora navesti razloge za zamudo in njeno pričakovano trajanje. Navedeno ne vpliva na pravne posledice neizpolnitve obveznosti v zvezi z dobavo ali na pravne posledice zamujene dobave.
3. Dobavitelj brez naše predhodne pisne odobritve ne sme opraviti delnih dobav. V primeru delne dobave morajo biti v dobavnih dokumentih navedeni nastop delne dobave ter še nedobavljene količine.
4. Če dobavitelj ne izpolni obveznosti v zvezi z dobavo in/ali izpolnitvijo, lahko računamo pogodbeno kazen po stopnji 0,3% za vsak delovni dan zamude ali njegov preostali del, pri čemer pa takšna kazen ne sme preseči 5% celotnega pogodbenega zneska. Če ob sprejemu dobav, storitev ali naknadnih izpolnitev ni uveljavljeno ustrezno pridržanje pravice do zahtevka, se lahko pogodbeno kazen kljub temu zahteva do končnega plačila. Pogodbeno kazen se odšteje od odškodnine za zamudo/neizpolnitev obveznosti, ki jo mora plačati dobavitelj.
5. V primeru dobave, zgodnejše od dogovorjene, lahko vrnemo pošiljko na stroške dobavitelja. Če blago v primeru predčasne dobave ni vrnjeno, se do dogovorjenega datuma dobave hrani v naših prostorih na stroške dobavitelja in na lastno tveganje. Če je predčasna dobava sprejeta, se datum zapadlosti plačila kupnine določi glede na dogovorjeni dobavni rok.

IV. Pravica do odpovedi

1. Če po sklenitvi pogodbe z eno od naših strank postane očitno, da je naš zahtevek na podlagi takšne pogodbe zaradi nezmožnosti takšne stranke, da bi izpolnila svoje obveznosti na podlagi pogodbe, ogrožen, takšna stranka pa ne more zagotoviti zavarovanja, imamo pravico do odpovedi pogodbe z dobaviteljem v povezavi z izdelki, ki naj bi jih uporabila takšna stranka, če nimamo nobene druge možnosti uporabe takšnih izdelkov.
2. V primeru odpovedi v skladu s 1. odstavkom je dobavitelj upravičen do odškodovanja v višini svojih izdatkov, ki so postali jalovi. Pri takšnem zahtevku za odškodovanje se zahteva, da dobavitelj dela, opravljenega na podlagi svoje pogodbe z nami, ne more uporabiti za druge namene. Ni nikakršnega odškodovanja za izgubljeni dobiček.

V. Embaliranje, prevoz

1. Dobavljeno blago mora biti embalirano na način, ki je običajen in razumen glede na situacijo. Če embalažni material ni pogodbeno dogovorjen, lahko dobavitelj uporabi le embalažni material, ki je ekološko neškodljiv in ki ne preprečuje recikliranja.
2. Če blago ne bo dobavljeno na sedež naše družbe, moramo prejeti obvestilo o oddaji.
3. Stroške dobave nosi dobavitelj, vključno s stroški embaliranja, pošiljanja, prevoza in zavarovanja, in sicer do kraja dobave (prinosnina, "Bringschuld"). Tveganje naključne izgube in naključnega poslabšanja blaga se na nas prenese z dobavo na kraj dobave.
4. Naša številka naročila mora biti navedena na vseh dobavnih dokumentih.
5. Dodatne izdatke hitre pošiljke, ki je potrebna zaradi izpolnitve dobavnega roka, nosi dobavitelj.

VI. Izdaja računov in plačilo

1. Računi morajo biti pravilno izdani v dveh izvodih, na njih pa mora biti navedena naša številka naročila. Do izpolnitve navedenih pogojev računi niso plačljivi.
2. Datumi zapadlosti in roki plačila ne začnejo teči, dokler ni opravljena popolna dobava oz. izpolnitev na kraju dobave in dokler ne prejmemo računa. Če mora dobavitelj zagotoviti teste materiala, testne protokole, dokumente glede kakovosti ali drugo dokumentacijo, naš prejem navedene dokumentacije predstavlja predpogoj za popolnost dobave in izpolnitve. Vsi roki plačila se na splošno nanašajo na datum prejema računa oz. datum izvedbe dobaviteljevih storitev, če se storitve nadijo po datumu prejema računa.
3. V obsegu, dovoljenem po pravu, smo upravičeni do pravic pobota in pridrzanja ter do ugovora neizpolnitve. Zlasti imamo pravico, da zadržimo dolgovana plačila, vse dokler smo upravičeni do zahtevkov zoper dobavitelja, ki izhajajo iz nepopolnih dobav in izpolnitev ali napak v dobavah in izpolnitvah.
4. Plačila ne pomenijo potrditve, da so dobave ali izpolnitve takšne, kot je določeno v pogodbi.

VII. Pravice v primeru napak, omejitve, rezervni in obrabni deli

1. V primeru stvarnih in pravnih napak - ob upoštevanju VII. 2. in 3. - se uporabljajo zakonska določila, ki veljajo v času naročilnice/oddaje naročila.
2. Za vse zahtevke, ki izhajajo iz stvarnih in pravnih napak, velja zakonski jamčevalni rok.
3. O očitnih napakah lahko obvestimo v petih dneh od prejema blaga, o skritih napakah pa v dveh tednih od datuma njihovega odkritja.
4. Dobavitelj se zavezuje rezervne in obrabne dele za izdelke, ki so nam dobavljeni, zagotavljati še najmanj deset let po končni dobavi.
5. Če namerava dobavitelj prenehati s proizvodnjo rezervnih in obrabnih delov za izdelke, ki so nam dobavljeni, nas mora o tem obvestiti nemudoma po sprejemu odločitve o prenehanju proizvodnje. Takšna odločitev mora biti – ob upoštevanju 4. odstavka – sprejeta vsaj tri mesece pred prenehanjem proizvodnje.

VIII. Pridržek lastninske pravice

Dobaviteljevi pridrški lastninske pravice veljajo le v obsegu, v katerem se nanašajo na naše plačilne obveznosti v zvezi s takšnimi izdelki, na katerih dobavitelj pridrži lastninsko pravico. Zlasti so neveljavni dobaviteljevi razširjeni ali podaljšani pridrški lastninske pravice.

IX. Kakovost izdelkov in odgovornost za izdelek

1. Dobavitelj mora izvajati program zagotavljanja kakovosti v skladu s trenutnimi tehničnimi in pravnimi zahtevami in nam to na našo zahtevo dokazati.
2. Dobavitelj mora v času trajanja te pogodbe ohraniti zavarovanje odgovornosti za izdelek, ki vključuje riziko odpoklica z minimalnim kritjem v višini vsaj 1 milijona EUR za primer telesne poškodbe/škode na premoženju. Imamo pravico zahtevati, da dobavitelj predloži ustrezno potrditev svoje zavarovalnice glede kritja.
3. Če nas tretje osebe napravijo za odgovorne na podlagi domačih ali tujih predpisov o odgovornosti za izdelek ali na podlagi drugih pravnih predpisov, mora dobavitelj na našo prvo zahtevo poskrbeti, da smo takšnih zahtevkov oproščeni, če in kolikor je odgovoren za napako, ki povzroči odgovornost. Če smo z dobaviteljem skupno odgovorni, mora na našo prvo zahtevo poskrbeti, da smo oproščeni v višini našega

zahtevka zoper njega. Prej omenjene obveznosti veljajo tudi za vse izdatke in stroške, ki izhajajo iz potrebnih odpoklicev izdelkov, kar brez omejitev vključuje odpoklice na podlagi Zakona o splošni varnosti proizvodov.

X. Odgovornost

V razmerju do dobavitelja ne nosimo odgovornosti, razen če smo delovali namerno ali s hudo malomarnostjo.

XI. Pravice intelektualne lastnine, pravice uporabe, zaupnost

1. Dobavitelj jamči, da pogodba in njeno izvajanje, zlasti v zvezi z uporabo dobavljenega blaga, ne kršita nobenih pravic intelektualne lastnine tretjih oseb.
2. Dobavitelj se nas zavezuje odškodovati in nas varovati v povezavi z vsemi zahtevki, ki jih zoper nas zaradi kršitve v 1. odstavku omenjenih pravic intelektualne lastnine uveljavljajo tretje osebe, ter nam povrniti vse potrebne izdatke, ki nastanejo v povezavi z omenjenimi zahtevki.
3. Vsi dokumenti (npr. risbe, ilustracije, izračuni, opisi), modeli in orodja, ki jih damo na razpolago v času trajanja pogodbe, ostanejo naše premoženje. Prepovedana je vsakršna njihova uporaba, ki presega pogodbeni namen (npr. kopiranje, dajanje na razpolago tretjim osebam). Ob prenehanju pogodbe mora dobavitelj takšna orodja, modele in dokumente, vključno z vsemi kopijami, na zahtevo vrniti ali jih uničiti, z izjemo rutinskih informacijsko-tehnoloških varnostnih kopij oz. pravne obveznosti zadržanja informacij. Dobavitelj nima pravice uveljavljanja kakršne koli pravice zadržanja.
4. Dobavitelj nam podeljuje neizključno, prenosljivo, po vsem svetu veljavno licenco za programsko opremo, ki spremlja izdelke, vključno s pripadajočo dokumentacijo, za neomejeno časovno obdobje, z dogovorjenimi značilnostmi ter v obsegu, potrebnem za uporabo v skladu s pogodbo.
5. Dobavitelj brez našega izrecnega pisnega soglasja ne sme razkriti, da je naš dobavitelj, niti tretjih oseb obvestiti o naših naročilnicah oz. naročilih. Dobavitelj mora svoje delavce, ki obdelujejo ali izpolnjujejo naša naročila, tudi v pisni obliki zavezati k varovanju zaupnosti informacij, razen če so bili delavci k temu že zavezani v svojih pogodbah o zaposlitvi. Dolžnost varovanja zaupnosti velja tudi za vse v času trajanja sodelovanja pridobljeno znanje glede naše organizacije, razvoja in drugih struktur in/ali vsebine naših naročil, zlasti glede cen, zneskov

in pogojev. Dobaviteljeve obveznosti zaupnosti veljajo tudi po odpovedi ali poteku pogodbe.

6. Dobavitelj na nas prenaša pravico do vložitve prijav za pravice intelektualne lastnine za vse izume, ki jih dobavitelj ali osebe, ki jih zaposluje, ustvarijo v času trajanja pogodbe za namen izpolnitve pogodbe. Cena, plačana za dobavljeno blago ali opravljene storitve, šteje za nadomestilo za prej omenjeno podelitev in prenos pravic.

XII. Opravljanje dela v naših prostorih

Osebe, ki v naših prostorih opravljajo delo za namene izpolnitve pogodbe, morajo upoštevati določila veljavnih predpisov družbe.

XIII. Kodeks ravnanja, varstvo okolja, varnost

1. Zavezani smo etičnim vrednotam in načelom, izraženim v Atotechovem Kodeksu ravnanja. Te zlasti, a ne izključno, vključujejo skladnost z zakonskimi določili ter upoštevanje temeljnih mednarodnih standardov, praks s področja varstva okolja in varnosti pri delu, spoštovanje človekovih pravic in pravil proste konkurence, zavračanje kakršnih koli in vseh oblik korupcije, javne ali zasebne, aktivne ali pasivne, ter izogibanje navzkrižjem interesov.
2. Dobavitelj potrjuje, da je seznanjen z vsebino našega Kodeksa ravnanja, ter podpira etične vrednote in načela, enakovredna tistim, izraženim v omenjenem Kodeksu ravnanja. Dobavitelj se bo po svojih najboljših močeh potrudil promovirati takšne vrednote in načela ter zagotavljati, da tudi njegovi lastni dobavitelji ravnajo z njimi v skladu. Atotechov Kodeks ravnanja je na razpolago na spletni strani www.atotech.com/our-values, in sicer na delu spletne strani, kjer so na voljo vsebine za prenos.
3. Pridrujemo si pravico, da v dobaviteljevih prostorih – sami ali prek pravilno pooblaščenega zastopnika – opravljamo revizije skladnosti z zgoraj navedenimi vrednotami in načeli, pri čemer moramo prej poslati pisno obvestilo. Dobavitelj se zavezuje, da bo v celoti sodeloval pri takšnih revizijah. Med revizijo razkrite informacije bomo varovali kot zaupne ter jih uporabili le za namen revizije.
4. Imamo pravico, da pogodbo brez predhodnega obvestila pisno odpovemo, če dobavitelj pomembno krši zgoraj navedene vrednote in načela ali nerazumno ovira revizijo v skladu z zgoraj navedenim ter ne izvaja ukrepov, s katerimi bi zmanjšal učinek kršitve. Dobavitelj pomembno krši vrednote in načela zlasti v primeru neupoštevanja človekovih pravic, npr. v primeru otroškega dela, diskriminacije ter kršitev

zakonskega delovnega prava, okoljevarstvenih pravil, pravil s področja industrijske varnosti in pravil s področja preprečevanja korupcije.

5. Glede na to, da dobavitelj nosi odgovornost za zdravje in varnost svojih delavcev na delovnem mestu, se obvezuje sprejeti stalne in neprekinjene ukrepe za zmanjšanje negativnih učinkov njegovih dejavnosti na ljudi in okolje. Če dobavitelju to njegove okoliščine dovoljujejo, bo vzpostavil in razvil sistem upravljanja v skladu z ISO 14001.
6. Dobavitelj se tudi zavezuje, da nam bo zagotavljal vse relevantne informacije o potencialnih tveganjih v zvezi z obrati, stroji, delovno opremo, izdelki, kemičnimi snovmi in produkcijskimi materiali, ki nam jih bo dobavil.

XIV. Minerali s konfliktnih območij, skladnost s predpisi

1. Dobavitelj potrjuje sprejetje Dodd-Frankove reforme Wall Streeta in Zakona o varstvu potrošnikov ("Zakon"), zlasti pa njegovega določila o mineralih (razdelek 1502). Dobavitelj tudi priznava pomembna pravna in nepravna tveganja, povezana s pridobivanjem volframita, kasiterita, kolumbit-tantalita (koltana), zlata in njihovih derivatnih kovin tantala, pločevine in volframa ("Konfliktni minerali") iz Demokratične republike Kongo in pridruženih držav ("države DRC"). Dobavitelj v našo korist ter v korist naših strank zagotavlja, se obvezuje, zavezuje in potrjuje, da
 - (a) blago, ki nam je dobavljeno, ne vsebuje nobenega Konfliktnega minerala iz držav DRC oz. – če katero koli nam dobavljeno blago vsebuje Konfliktni mineral – je takšno blago prosto konfliktov DRC v skladu z Zakonom;
 - (b) je uveljavil pravilnik in postopke glede dobavne verige z namenom zagotovitve (i) razumne poizvedbe glede države porekla Konfliktnih mineralov, vključenih v blago, ki nam ga dobavlja; (ii) ustreznega skrbnega pregleda svoje dobavne verige za ugotovitev, ali Konfliktni minerali, pridobljeni iz držav DRC, neposredno ali posredno podpirajo tamkajšnji nezakoniti konflikt, in (iii) ocene tveganja in blažitvenih ukrepov, potrebnih za to, da se opravijo poizvedba glede države porekla in postopki skrbnega pregleda.

Dobavitelj se zavezuje podpisati pisne dokumente, vključno s potrdili, ki jih mi ali naše stranke razumno zahtevamo za potrditev prej navedenega.

2. Če dobavljeno blago vsebuje kemične snovi, za katere velja kateri koli v nadaljevanju naveden predpis z vsakokratnimi spremembami:

- ZDA - Zakon o nadzoru nad strupenimi snovmi (*Toxic Substances Control Act (TSCA)*)
- Kanada - Seznam domačih snovi (*Domestic Substances List (DSL)*)
- EU - Evropski seznam kemičnih snovi, ki so na trgu (*European Inventory of Existing Commercial Chemical Substances (EINECS)*)/ Evropski seznam novih snovi (*European List of Notified Chemical Substances (ELINCS)*)/ Registracija, evalvacija, avtorizacija in omejevanje kemikalij (*Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)*)
- Kitajska - Seznam obstoječih kemičnih snovi, proizvedenih ali uvoženih na Kitajsko (*Inventory of Existing Chemical Substances Produced or Imported in China (IECSC)*)
- Tajvan - Zakon o nadzoru nad strupenimi kemičnimi snovmi (*Toxic Chemical Substance Control Act (TCSCA)*)
- Japonska - Seznam obstoječih in novih kemičnih snovi (*Existing and New Chemical Substances Inventory (ENCS)*)
- Koreja - Seznam obstoječih kemikalij (*Existing Chemicals List (ECL)*)
- Filipini - Filipinski seznam kemikalij in kemičnih snovi (*Philippine Inventory of Chemicals and Chemical Substances (PICCS)*)
- Avstralija - Avstralski seznam kemičnih snovi (*Australian Inventory of Chemical Substances (AICS)*),

dobavitelj zagotavlja, da bo sprejel vse ustrezne ukrepe za ravnanje v skladu z vsemi obveznostmi, ki jih nalagajo zgoraj omenjeni predpisi in kakršne koli njihove bodoče spremembe, in da bo poskrbel, da bodo v skladu z njimi ravnali tudi njegovi podizvajalci in dobavitelji. Dobavitelj nosi vse posledice neskladnosti s katerim koli zgoraj navedenim predpisom. Če se kemične snovi, ki so sestavina dobavljenega blaga, v skladu s prepovedjo na podlagi katerega koli zgoraj omenjenega predpisa prenehajo prodajati, nas mora dobavitelj vsaj šest (6) mesecev prej pisno obvestiti o datumu, po katerem se takšne kemikalije ne bodo več prodajale.

3. Dobavitelj bo nas in naše stranke branil, odškodoval in varoval pred kakršno koli kršitvijo svojih obveznosti na podlagi tega poglavja ali zaradi kakršne koli netočne ali neresnične pisne informacije ali dokumentacije, zagotovljene nam ali našim strankam.

XV. Nadzor izvoza in carina

1. Dobavitelj mora ravnati v skladu z vsemi zahtevami veljavnih nacionalnih in mednarodnih carinskih in zunanjetrgovinskih predpisov. Dobavitelj nas mora najkasneje v dveh tednih po naši naročilnici – v primeru sprememb pa nemudoma – pisno obvestiti o vseh informacijah in podatkih, ki jih zahtevamo zaradi skladnosti z ustreznimi zakoni in drugimi predpisi s področja izvoza, uvoza in nadaljnjega izvoza, zlasti o:

- vseh veljavnih številkah po izvoznih seznamih, vključno s klasifikacijsko številko nadzora izvoza (*Export Control Classification Number*) v skladu s Seznamom Združenih držav za nadzor trgovine (*US Commerce Control List (ECCN)*);
- tarifni oznaki v skladu s trenutno klasifikacijo blaga za namene zunanjetrgovinske statistike in kodi HS (harmoniziranega sistema); in
- državi porekla (nepreferencialno poreklo) in – na našo zahtevo – izjavi dobavitelja glede preferencialnega porekla (za evropske dobavitelje) oz. preferencialnem potrdilu (za neevropske dobavitelje).

2. Če dobavitelj krši svoje obveznosti na podlagi XIV.1., mora povrniti vse izdatke in škodo, ki nam zaradi tega nastane, razen če kršitev obveznosti ni krivda dobavitelja.

XVI. Varstvo podatkov

1. Osebni podatki naših delavcev, ki dobavitelju postanejo znani med pogodbenimi pogajanjmi ali sklenitvijo pogodbe, se lahko obdelujejo le v okviru veljavnih zakonskih določil o varstvu podatkov.
2. Dobavitelj mora svojo notranjo organizacijo prilagoditi na takšen način, da izpolnjuje pravne zahteve glede varstva podatkov. Dobavitelj mora zlasti sprejeti ustrezne tehnične in organizacijske ukrepe za zaščito osebnih podatkov pred zlorabo in izgubo.
3. Osebe, ki obdelujejo osebne podatke za dobavitelja, morajo biti seznanjene s predpisi o varstvu podatkov ter morajo biti zavezane k zaupnosti podatkov.

XVII. Varnost dobavne verige

1. Dobavitelj lahko podizvajalce angažira le z našim predhodnim pisnim soglasjem.
2. Dobavitelj se zavezuje

(a) zagotoviti, da bo vse blago, ki bo na podlagi našega naročila proizvedeno, shranjeno, poslano naprej ali prevažano in ki nam bo dobavljeno oz. prevzeto po dostavi z naše strani:

- proizvedeno, shranjeno, pripravljeno, obdelano in natovorjeno v varnih komercialnih prostorih in varnih območjih za natovarjanje in pošiljanje, in
- zaščiteno pred nedovoljenim motenjem med proizvodnjo, shranjevanjem, pripravo, obdelavo, natovarjanjem in prevozom.

(b) da je za proizvodnjo takšnega blaga, njegovo shranjevanje, pripravo, obdelavo ali delo z njim, njegovo natovarjanje in prevoz zaposleno zanesljivo osebe; in

(c) da so poslovni partnerji, ki nastopajo v njegovem imenu, obveščeni, da morajo tudi oni zagotavljati varnost dobavne verige v skladu z zgoraj navedenim.

XVIII. Končna določila

1. Kraj dobave za dobaviteljeve dobave in storitve je ustrezní kraj uporabe.
2. Izključno krajevno pristojno sodišče za vse pravde, izhajajoče iz pogodbenega razmerja z dobaviteljem, je pristojno sodišče v Kranju, Slovenija. Pridržujemo pa si pravico, da kraj pristojnosti izberemo po sedežu dobavitelja.
3. Pogodbe, sklenjene med nami in dobaviteljem, ureja pravo Republike Slovenije, pri čemer je izključeno prodajno pravo Združenih narodov (Konvencija Združenih narodov o pogodbah o mednarodni prodaji blaga (CISG)).
4. Dobavitelj lahko svoje pravice in obveznosti, ki izhajajo iz pogodbe, tretjim osebam odstopi ali prenese le z našim predhodnim pisnim soglasjem.