



## General terms and conditions for certification services

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions in this clause 1.1 apply to these General Conditions:
- 1.1.1 **Accreditation Body** means the authoritative body that grants accreditation, under which Bureau Veritas Certification performs the Services;
- 1.1.2 **Affiliate** means any other entity that either directly or indirectly controls or is controlled by a Party or is under the common control with the Party in question. An entity shall be regarded as being in control of another entity if it owns, directly or indirectly, or is entitled to exercise, directly or indirectly, the votes attaching to 50% (fifty per cent) or more of the equity shares of the other entity or if it possesses, directly or indirectly, the power to determine the composition of the board of directors of the other entity;
- 1.1.3 **Agreement** means Bureau Veritas Certification's acceptance of a completed Order Form, Proposal, or other instructions for Services from the Client, or Bureau Veritas Certification's acceptance of an agreed quotation for Services, or any other written instruction or request for Services by a Client to the extent that they are accepted by Bureau Veritas Certification, and performance of Services by Bureau Veritas Certification for the Client. These General Conditions govern each agreement unless separate terms and conditions are agreed to in writing between the Client and Bureau Veritas Certification;
- 1.1.4 **Bureau Veritas Certification** means the certification-related entity of the Bureau Veritas group of companies that has entered into the Agreement with the Client;
- 1.1.5 **Certificate of Approval** means the certificate issued by Bureau Veritas Certification confirming that an audit has been passed for a product, service or process to be marketed or used for stated purposes under stated conditions;
- 1.1.6 **Client** means the person, firm, company, partnership, association, trust or government agency or authority that appoints Bureau Veritas Certification to provide the Services and identified as such in the applicable Order Form, Proposal or agreed written instructions;
- 1.1.7 **Client Information** means all codes, documents, instructions, manuals, measurements, specifications, requirements, and any other information and materials provided by the Client and necessary for Bureau Veritas Certification to perform the Services;
- 1.1.8 **Confidential Information** means all and any non-public information disclosed by one Party to the other Party, including (but not necessarily limited to) data, know-how, concepts, manuals, reports, specifications, trade secrets, trademarks, company logos, and any other business, commercial, financial, legal, marketing or technical information;
- 1.1.9 **Fees** means the fees payable by the Client to Bureau Veritas Certification for the Services, as set out in the applicable Order Form, Proposal or agreed written instructions, excluding accommodation, meals, subsistence, travel and any other incidental costs and expenses of Bureau Veritas Certification incurred in respect of the performance of the Services, which will be charged separately at the actual cost thereof;
- 1.1.10 **General Conditions** means these General Conditions for Certification Services, as amended by Bureau Veritas Certification from time to time;
- 1.1.11 **Intellectual Property** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether capable of registration, registered or unregistered and

## Splošni pogoji za storitve certificiranja

### 1. DEFINICIJE IN INTERPRETACIJA

- 1.1. Izrazi uporabljeni v teh Splošnih pogojih za storitve certificiranja imajo sledeči pomen:
- 1.1.1. **Akreditacijska ustanova** pomeni pooblaščenca ustanovo, ki odobri akreditacijo v okviru katere Bureau Veritas Certification izvaja storitve.
- 1.1.2. **Povezana oseba** pomeni vsako drugo pravno osebo, ki neposredno ali posredno nadzoruje stranko ali jo nadzoruje stranka ali je pod skupnim (stalnim) nadzorom zadevne stranke. Šteje se, da pravna oseba nadzoruje drugo pravno osebo, če ima v neposredni ali posredni lasti oziroma neposredno ali posredno razpolaga z glasovalnimi pravicami, ki se nanašajo na 50 % ali več osnovnega kapitala v drugi osebi, oziroma če ima neposredno ali posredno pravico imenovati upravni odbor te pravne osebe.
- 1.1.3. **Pogodba** pomeni s strani Bureau Veritas Certification prejeto in potrjeno ponudbo ali prejet in potrjen izpolnjen obrazec za naročilo storitev Bureau Veritas Certification ali potrditev drugih naročnikovih navodil za izvedbo storitev ali na podlagi predhodnih dogovorov s strani Bureau Veritas Certification izdano potrdilo o dogovorjeni ceni za storitve ali katerakoli navodila ali naročilo storitve s strani naročnika skupaj z izjavo s strani Bureau Veritas Certification o sprejemu in izvedbi storitev. Ti splošni pogoji se nanašajo na vsako pogodbo med naročnikom ter Bureau Veritas Certification, v kolikor ne nasprotujejo izrecnim drugačnim pogojem, dogovorjenim med naročnikom ter Bureau Veritas Certification v pisni obliki.
- 1.1.4. **Bureau Veritas Certification** pomeni družbo iz skupine družb Bureau Veritas, ki izvajajo storitve certificiranja in je sklenila pogodbo z naročnikom.
- 1.1.5. **Certifikat** pomeni certifikat (potrdilo), izdan s strani Bureau Veritas Certification in potrjuje, da je bila uspešno opravljena presoja za označbo ali uporabo proizvoda, storitve ali procesa v skladu z navedenim namenom in pogoji.
- 1.1.6. **Naročnik** pomeni osebo, družbo, podjetje, partnerstvo (osebna družba), združenje, ustanovo, sklad ali pravno osebo javnega prava ali katero drugo pravno osebo, ki najame Bureau Veritas Certification, da zanjo opravi storitve, ki so identificirane v ponudbi, naročilu ali dogovorjenih pisnih navodilih.
- 1.1.7. **Informacija naročnika** pomeni vse kode, dokumente, navodila, priročnike, meritve, specifikacije, zahteve in katerekoli druge informacije ali gradiva, potrebna za opravljanje storitev Bureau Veritas Certification, ki jih naročnik predloži Bureau Veritas Certification.
- 1.1.8. **Zaupna informacija** pomeni vsako in vse informacije, ki niso javne in ki jih katerakoli stranka posreduje drugi stranki, vključno vendar neomejeno na podatke, znanje (know-how), koncepte, navodila, priročnike, poročila, specifikacije, poslovne skrivnosti, znamke, logotipe ali katerokoli drugo poslovno, komercialno, finančno, pravno, oglaševalsko ali tehnično informacijo.
- 1.1.9. **Cene** pomenijo zneske, ki jih naročnik plača Bureau Veritas Certification za opravljene storitve, kakor je določeno v veljavnem naročilu, ponudbi ali dogovorjenih pisnih navodilih, izključujoč nastanitve, obroke, dnevnice, nadomestila, potne stroške in vse ostale dodatne stroške, ki so nastali Bureau Veritas Certification v zvezi z opravljanjem storitev in ki bodo obračunani posebej v skladu z dejanskimi stroški.
- 1.1.10. **Splošni pogoji** pomenijo te splošne pogoje za storitve certificiranja, kot jih Bureau Veritas Certification od časa do časa spremeni.
- 1.1.11. **Intelektualna lastnina** pomeni vse patente in druge pravice intelektualne lastnine, avtorske in sorodne pravice, blagovne znamke, logotipe, storitvene znamke, modele, firme, domene, pravice



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including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- 1.1.12 **Multi-Site Offer** means an offer issued by Bureau Veritas Certification to a Client for the Services for two or more sites and/or locations;
- 1.1.13 **Order Form** means Bureau Veritas Certification's standard form to be completed by the Client setting out the Services to be performed by Bureau Veritas Certification, together with any other information concerning the performance of the Services under the terms of the Agreement. The fees for the Services may be set out in the Order Form or in a separate document, Proposal or price list;
- 1.1.14 **Proposal** means any proposal, quotation or other document issued by Bureau Veritas Certification to the Client that sets out the Services, Fees and any other information and terms and conditions in relation to the performance of the Services;
- 1.1.15 **Party and Parties** means individually Bureau Veritas Certification or the Client and collectively Bureau Veritas Certification and the Client;
- 1.1.16 **Reports** means all documents and products created by Bureau Veritas Certification in relation to or as a result of the performance of the Services, excluding the Certificate of Approval;
- 1.1.17 **Services** means the certification services, covering audit and certification services against an appropriate recognised specification or part thereof, to be performed by Bureau Veritas Certification for the Client under the Agreement and as set out in the applicable Order Form, Proposal or any other written instructions, to the extent that any such other written instructions are accepted by Bureau Veritas Certification; and
- 1.1.18 **Single-Site Offer** means an offer issued by Bureau Veritas Certification to a Client for the Services for one site and/or location.
- 1.2 Capitalized terms not otherwise defined herein shall have the meanings given to such terms by the "Conformity Assessment" vocabulary as stated in the ISO 17000 standards.
- 1.3 In these General Conditions:
- 1.3.1 the singular includes the plural and vice versa;
- 1.3.2 a reference to any gender includes the other genders; and
- 1.3.3 a reference to a Party includes the successors in title and permitted assigns of that Party.

## 2. APPLICATION OF GENERAL CONDITIONS

- 2.1 Unless otherwise expressly agreed in writing and signed by both Parties, or solely to the extent otherwise required by mandatory application of law, these General Conditions will:
- 2.1.1 apply to and be incorporated in the Agreement;
- 2.1.2 apply to all actions and Services provided by Bureau Veritas Certification; and
- 2.1.3 prevail over any inconsistent terms or conditions contained in the Client's standard terms and conditions or any other communications with Bureau Veritas Certification.
- 2.2 For the avoidance of doubt, under no circumstances will the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Order Form or other document govern the Agreement or be binding on Bureau Veritas Certification in any way whatsoever.

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industrijske lastnine, znanje (know-how), metode, postopke in vse druge zaščitene ali nezaščitene pravice iz intelektualne lastnine, vključujoč pravico do njihovega podaljšanja ali obnove, in vse sorodne pravice brez geografske omejitve v kateremkoli delu sveta.

- 1.1.12. **Ponudba za več lokacij** pomeni ponudbo, ki jo naročniku izda Bureau Veritas Certification za storitve na dveh ali več lokacijah.
- 1.1.13. **Naročilnica** pomeni standardni obrazec za naročilo Bureau Veritas Certification, ki ga prejme in izpolni naročnik ter vsebuje opredelitev storitve, ki jih bo izvajal Bureau Veritas Certification skupaj z vsemi informacijami, ki vplivajo na izvajanje storitev v skladu s pogodbenimi določili. Cene za storitve so lahko določene v naročilnici, v ločenem dokumentu, ponudbi ali v ceniku.
- 1.1.14. **Ponudba** pomeni katerikoli ponudbo, predlog, oceno stroškov ali katerikoli drugi dokument, ki ga naročniku izda Bureau Veritas Certification, ki določa storitve, cene ali katerekoli informacije in pogoje v zvezi z opravljanjem storitev.
- 1.1.15. **Pogodbena stranka in stranke** pomeni posamezno Bureau Veritas Certification ali naročnika in skupno Bureau Veritas Certification in naročnika.
- 1.1.16. **Poročila** pomenijo vse dokumente in produkte, ki jih ustvari Bureau Veritas Certification v povezavi z izvajanjem storitev, razen certifikata.
- 1.1.17. **Storitve** pomenijo storitve certificiranja, ki vključujejo presojo in certifikacijske storitve v skladu z ustrežno priznano specifikacijo ali njenega dela, ki jih opravi Bureau Veritas Certification za naročnika po pogodbi in kot je določeno v veljavnem naročilu, ponudbi ali katerihkoli drugih pisnih navodilih v obsegu, v katerem so takšna navodila sprejeta s strani Bureau Veritas Certification.
- 1.1.18. **Ponudba za eno lokacijo** pomeni ponudbo, ki jo izda Bureau Veritas Certification naročniku za storitve na eni lokaciji.
- 1.2. Poudarjeni (odebeljeni) izrazi, ki niso tu definirani imajo pomen, kot je za te izraze naveden v slovarju »Ugotavljanje skladnosti« standardov serije ISO 17000.
- 1.3. V teh splošnih pogojih:
- 1.3.1. Ednina pomeni množino in obratno.
- 1.3.2. Sklic na katerikoli spol vključuje oba spola.
- 1.3.3. Sklic na stranko vključuje njene pravne naslednike in dovoljene prevzemnike te stranke.

## 2. UPORABA SPLOŠNIH POGOJEV

- 2.1. Razen če ni drugače izrecno dogovorjeno v pisni obliki in podpisano s strani obeh pogodbenih strank, ali samo v obsegu, ki ga zahtevajo veljavni predpisi, ti splošni pogoji:
- 2.1.1. veljajo in so del vsake pogodbe,
- 2.1.2. veljajo za vse aktivnosti in storitve, ki jih zagotavlja Bureau Veritas Certification, in
- 2.1.3. prevladajo nad katerimi koli drugimi splošnimi pogoji ali drugimi pogoji vsebovanimi v naročnikovih standardnih splošnih pogojih poslovanja ali v katerih koli komunikacijah z Bureau Veritas Certification.
- 2.2. V izogib dvomu, naročnikovi standardni splošni pogoji poslovanja, ki so priloženi ali se na njih sklicuje katerikoli naročilo ali drugi dokument, pod nobenimi pogoji ne veljajo za pogodbo z Bureau Veritas Certification oz. na noben način ne zavezujejo Bureau Veritas Certification.



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2.3 Bureau Veritas Certification acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and Bureau Veritas Certification. The Agreement shall not be deemed to create any rights for the benefit of any third parties, including (without limitation) suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

2.4 Bureau Veritas Certification, in its sole and absolute discretion, may delegate the performance of all or a portion of the Services under the Agreement to an Affiliate, agent, consultant or subcontractor without the prior approval of the Client, and the Client hereby consents to such delegation. For the purposes of clause 11.1, the Client hereby consents to Bureau Veritas Certification disclosing any and all of the Confidential Information of the Client to such Affiliate, agent, consultant or subcontractor for the sole purpose of performing the Services, in whole or in part.

2.5 The Services offered by Bureau Veritas Certification are "open ended" and are subject to automatic renewal.

### 3. GENERAL

3.1 To achieve and preserve certification, Bureau Veritas Certification's Clients are required to develop and maintain their management systems in accordance with applicable specifications, allowing unconditional access to Bureau Veritas Certification to audit or otherwise verify these management systems against the applicable specifications.

3.2 The certification awarded by Bureau Veritas Certification covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client's management systems certified by Bureau Veritas Certification. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their services and products and shall defend, protect and indemnify Bureau Veritas Certification from any and all defects, claims or liability arising from said services and products.

3.3 The issued certification does not exempt Clients from their legal obligations in respect of the services or products or any other requirement in the scope of their management systems.

### 4. COMMENCEMENT AND DURATION

4.1 Unless otherwise agreed in writing by the Parties, the Services performed under the Agreement shall be provided by Bureau Veritas Certification to the Client from the date of acceptance by the Client of the Bureau Veritas Certification's Order Form, Proposal or other written instructions.

4.2 Subject to clause 16, the Services performed under the Agreement shall be supplied for the period as set out in the agreed Order Form, Proposal or other written instruction received from the Client and accepted by Bureau Veritas Certification. Where no such period for performance of the Services has been stipulated, Bureau Veritas Certification shall perform the Services within a reasonable time in its sole discretion.

4.3 This Agreement will be valid for a period of three (3) years and shall be renewed automatically at the end of this initial period for successive periods of three (3) years unless the Client notifies the termination to Bureau Veritas Certification with a notice period of three (3) months prior to the end of the three (3) years contractual period.

### 5. SERVICES

The Services to be provided by Bureau Veritas Certification in terms of the Agreement may be executed in phases, as set out in this clause 5:

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2.3. Bureau Veritas Certification opravlja storitve samo za naročnika. Razen v kolikor je drugače določeno v pogodbi, se pogodba sklepa izključno med naročnikom in Bureau Veritas Certification in je lahko uveljavljena samo s strani naročnika in Bureau Veritas Certification. Šteje se da pogodba ne ustvarja nobenih pravic v korist nobene tretje osebe (vključujoč brez omejitve), dobavitelje ali kupce stranke oz. ne ustvarja nobene obveznosti stranke do tretjih oseb.

2.4. Bureau Veritas Certification ima izključno in absolutno diskrecijsko pravico prenesti opravljanje dela ali vseh storitev po tej pogodbi na povezano osebo, agenta, svetovalca ali podizvajalca, brez predhodnega soglasja naročnika in naročnik s tem soglasja s takim prenosom. Za namene člena 11.1. naročnik s tem soglasja, da Bureau Veritas Certification razkrije vse in katerekoli zaupne podatke naročnika taki povezani osebi, agentu, izvajalcu ali podizvajalcu izključno za namen opravljanja vseh ali dela storitev.

2.5. Storitve, ki jih nudi Bureau Veritas Certification, niso časovno omejene in so predmet avtomatičnega podaljšanja.

### 3. SPLOŠNO

3.1. Da bi pridobili in ohranili certifikat, morajo naročniki razvijati in vzdrževati svoj sistem vodenja v skladu s ustreznimi specifikacijami in omogočiti Bureau Veritas Certification brezpogojen dostop za izvajanje presoj oziroma drugo ocenjevanje (verifikacijo) sistemov vodenja glede na ustrezne specifikacije.

3.2. Certifikati, ki jih podeljuje Bureau Veritas Certification, zajemajo samo tiste proizvode ali storitve, ki jih naročnik izdelava in/ali dobavi v okviru področja sistema vodenja, ki je certificiran s strani Bureau Veritas Certification. Pri določenih certifikacijskih shemah se zahteva razširitev vsebine tega dokumenta, ki se pripravi posebej za vsako posamezno shemo. Naročnik je in ostane izključno odgovoren za vsako napako v svojih storitvah in proizvodih in bo Bureau Veritas Certification zaščitil, mu povrnil vso škodo in odvezal vsake in vsakršne odgovornosti pred vsako in vsakršno napako, zahtevo, zahtevkom ali odgovornostjo, ki bi izviral iz tega naslova.

3.3. Izdan certifikat naročnika ne odvezuje njegovih zakonskih obveznosti glede proizvodov in storitev ali katerekoli druge zahteve s področja njegovega sistema vodenja.

### 4. ZAČETEK IN TRAJANJE

4.1. Razen če ni med strankama pisno dogovorjeno drugače, bo Bureau Veritas Certification opravljal storitve za naročnika od datuma naročnikovega sprejema naročila, ponudbe, pogodbe ali drugih pisnih navodil, ki jih izda Bureau Veritas Certification.

4.2. Skladno s členom 16. se bodo storitve opravljene po pogodbi zagotavljale za obdobje določeno v dogovorjenemu naročilu ali ponudbi ali drugih pisnih navodilih, ki jih Bureau Veritas Certification prejme od naročnika in sprejme. V primeru, da časovno obdobje za opravljanje storitev ni določeno, bo Bureau Veritas Certification opravljal te storitve v primernem časovnem obdobju, ki ga sam določi.

4.3. Ta pogodba bo veljavna za obdobje treh (3) let in se bo avtomatično podaljšala ob koncu začetnega triletnega (3) obdobja za naslednje obdobje treh (3) let, razen če naročnik pred iztekom triletnega (3) obdobja s trimesečnim (3) odpovednim rokom obvesti Bureau Veritas Certification, da želi odpovedati pogodbo.

### 5. STORITVE

Storitve, ki jih opravi Bureau Veritas Certification pod pogoji vsebovanimi v Pogodbi se lahko izvedejo v fazah, kakor je določeno v tem členu 5.



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### 5.1 REQUESTS FOR CERTIFICATION

- 5.1.1 The Contracting entity for the purpose of any Services provided under this Agreement which are accredited services and the accreditation body is UKAS will be Bureau Veritas Certification Holdings SAS UK Branch.
- 5.1.2 The Client will be asked to supply detailed information about the size and scope of its operations that will be subject to the Services.
- 5.1.3 Upon receipt of such information from the Client, Bureau Veritas Certification shall issue an Order Form.
- 5.1.4 Where a Multi-Site Offer is made, this will be based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to the latest edition of the relevant Accreditation Body rules for each certification schemes, such as but not limited to, IAF MD1 or IATF rules. Where any subsequent audit information supplied by the Client is found not to be accurate, Bureau Veritas Certification reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure compliance with the aforementioned rules.

### 5.2 THE INITIAL CERTIFICATION PROCESS

The details of the Services to be provided must be agreed between the Client and Bureau Veritas Certification prior to Bureau Veritas Certification commencing any such Services.

#### 5.2.1 PRE-AUDIT

The pre-audit is an optional chargeable audit, which is designed to preview the Client's management system for areas of specifications against which the Client asks for certification. Bureau Veritas Certification will issue a Report to the Client detailing the findings of this audit in due time.

#### 5.2.2 STAGE 1 AUDIT

Bureau Veritas Certification will undertake a readiness review to determine the preparedness of Stage 2 of the audit (understanding the requirements, collecting information of the scope of the management system, processes and location of the Client, reviewing the allocation of resources for Stage 2, planning for Stage 2, evaluating the internal audit systems).

#### 5.2.3 STAGE 2 AUDIT

- (a) Bureau Veritas Certification will provide an audit programme prior to the commencement of the audit.
- (b) The Bureau Veritas Certification audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The Bureau Veritas Certification audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.
- (c) The Bureau Veritas Certification audit team will prepare and present to the Client's management a Report of the audit, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

#### 5.2.4 CHANGES TO STAGE 1 AND STAGE 2 AUDITS

- (a) If as result of the Stage 1 Audit, Bureau Veritas Certification determines that the Stage 2 arrangements (i.e. changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement may be amended.
- (b) If, based upon the information gathered during Stage 1 of the audit, Bureau Veritas Certification decides that the required information were not provided and/or complete, which may result in a major non-

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### 5.1. POVPRASEVANJE PO STORITVI CERTIFICIRANJA

- 5.1.1. Pogodbeni izvajalec, za namen izvedbe UKAS akreditiranih storitev po tej pogodbi, je BVC Holdings SAS UK Branch.
- 5.1.2. Od naročnika se zahteva, da dostavi podrobne informacije o obsegu in področju svojega poslovanja, ki bo predmet storitve Bureau Veritas Certification.
- 5.1.3. Po prejemu informacij od naročnika bo Bureau Veritas Certification izdal ponudbo.
- 5.1.4. Kjer se izdela ponudba za več lokacij, je le-ta osnovana na informacijah, ki jih posreduje naročnik in vsebuje večlokacijske kriterije za več lokacij po akreditacijskih pravilih v skladu z zadnjo veljavno verzijo pravil relevantne akreditacijske ustanove za posamezno certifikacijsko shemo, kot so (ne izključno) pravila IAF MD1 ali IATF. V primeru, da se ugotovi, da so bile informacije posredovane s strani naročnika napačne, si Bureau Veritas Certification pridržuje pravico, da dopolni in popravi svojo ponudbo in/ali pogodbo tako, da zagotovi skladnost z zgoraj navedenimi pravili.

### 5.2. POSTOPEK PRVEGA CERTIFICIRANJA

O podrobnostih glede načrtovanih storitev se Bureau Veritas Certification in naročnik dogovorita pred začetkom opravljanja storitev.

#### 5.2.1. PREDPRESOJA

Predpresoja je opsijska presoja, ki je plačljiva in je namenjena predhodnemu pregledu naročnikovega sistema vodenja na področjih, za katere naročnik zahteva certificiranje. Bureau Veritas Certification bo izdal naročniku poročilo z navedbo ugotovitev presoje v dogovorjenem času.

#### 5.2.2. ZAČETNA PRESOJA (Stage 1)

Bureau Veritas Certification bo izvedel pregled pripravljenosti za certifikacijsko presojo (Stage 2), kot je razumevanje zahtev, zbiranje informacij o obsegu sistema vodenja, procesih in lokacijah naročnika, pregled razpoložljivosti sredstev za certifikacijsko presojo (Stage 2), planiranje certifikacijske presoje (Stage 2) in preverjanje sistema in poročila notranjih presoj ter vodstveni pregled.

#### 5.2.3. CERTIFIKACIJSKA PRESOJA (Stage 2)

- (a) Bureau Veritas Certification bo izdelal plan presoje pred začetkom certifikacijske presoje.
- (b) Ekipe presojevalcev Bureau Veritas Certification se bo sestala z vodstvom naročnika, dogovorila o podrobnostih postopka presoje in obravnavala vsa vprašanja, ki so v povezavi z izvajanjem presoje. Ekipe presojevalcev Bureau Veritas Certification bo obravnavala vse neskladnosti, ugotovitve in priložnosti za izboljšave, če in ko bodo ugotovljene med presojo.
- (c) Ekipe presojevalcev Bureau Veritas Certification pripravi in vodstvu naročnika predstavi poročilo o presoji, ki vključuje ugotovitve in obseg certificiranja, ter si prizadeva za skupen dogovor o vrsti/naravi morebitnih korektivnih ukrepov.

#### 5.2.4. SPREMEMBE OB ZAČETNI IN CERTIFIKACIJSKI PRESOJI

- (a) Če ob izvedbi začetne presoje (Stage 1) Bureau Veritas Certification ugotovi, da je potrebno spremeniti obseg certifikacijske presoje (vključno s spremembo področja certificiranja, obseg presoj (število presojevalskih dni), presojevalske ekipe, lokacij, ...), se ponudba oz. pogodba ustrezno spremeni.





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- conformity at Stage 2 with respect to the effective implementation of the management system.
- (c) When the Stage 1 & 2 Audits are planned back to back, Bureau Veritas Certification has the right to postpone the Stage 2 Audit at the expenses of the Client if the results of the Stage 1 Audit are not satisfactory to proceed with the Stage 2 Audit.

### 5.2.5 NONCONFORMITY

- (a) When major non conformity or major changes occur, Bureau Veritas Certification undertakes a "special follow up visit", which is charged at Bureau Veritas Certification's current rates.
- (b) All fees to review Client's proposed actions to close minor non conformities are charged on reimbursable basis for professional time and expenses.

### 5.2.6 ISSUANCE OF CERTIFICATE OF APPROVAL AND REPORTS

- (a) Bureau Veritas Certification will issue to the Client a Certificate of Approval and Reports if and when all corrective actions agreed between the Client and the Bureau Veritas Certification audit team have been completed.
- (b) Bureau Veritas Certification will not take a positive certification decision until the necessary requirements are fully met.
- (c) The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of audit and the scope of the management system.

## 5.3 CERTIFICATION MAINTENANCE

### 5.3.1 SURVEILLANCE

- (a) Bureau Veritas Certification operates a surveillance audit programme to record whether the Client's certification is found to be maintained. The programme is ongoing and is agreed with the Client in the Agreement.
- (b) Once Bureau Veritas Certification has agreed the dates, the Client should make all necessary arrangement to maintain the agreed dates. The date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the certification decision date.

### 5.3.2 RE-CERTIFICATION

Every three (3) years Bureau Veritas Certification will automatically review the Client's certification and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Client and the Bureau Veritas Certification audit team and completed), Bureau Veritas Certification will re-issue the Client's certification and the Certificate of Approval. It should be noted that this needs to be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed, certification will be reconfirmed.

### 5.4 CERTIFICATION CHANGES

The Client is required to inform Bureau Veritas Certification promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. Change of site, additional sites, change of process, change of ownership, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. Bureau Veritas Certification will then take the appropriate action, such as conducting a unannounced visit and/or changing the certification at the then

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- (b) Če ob izvedbi začetne presoje Bureau Veritas Certification ugotovi, da zahtevane informacije v povezavi z uspešno vzpostavitev sistema vodenja niso bile podane oz. niso bile popolne, bi lahko to imelo za posledico večje neskladnosti na certifikacijski presoji (Stage 2).

- (c) Če sta začetna (Stage 1) in certifikacijska presoja (Stage 2) planirani druga za drugo, ima Bureau Veritas Certification, na stroške naročnika, pravico prestaviti oz. preložiti certifikacijsko presajo (Stage 2), če se na začetni presoji ugotovi, da rezultati začetne presoje niso zadovoljivi in organizacija ni pripravljena za nadaljevanje certificiranja oz. na certifikacijsko presajo (Stage 2).

### 5.2.5. NESKLADNOSTI

- (a) V primeru večjih neskladnosti ali večjih sprememb, Bureau Veritas Certification opravi »posebno dodatno presajo« (» follow up«) in le-to obračuna po pogodbenih določilih.

- (b) V primeru ugotovljenih manjših neskladnosti, pa se preverjanje in odobritev predlaganih korektivnih ukrepov prav tako obračuna po pogodbenih določilih.

### 5.2.6. IZDAJA CERTIFIKATA IN POROČIL

- (a) Bureau Veritas Certification bo izdal certifikat takrat, ko bodo izvedeni vsi med presojevalno ekipo Bureau Veritas Certification in naročnikom dogovorjeni korektivni ukrepi.

- (b) Bureau Veritas Certification ne bo odobril izdaje certifikata, dokler niso izpolnjene vse potrebne zahteve.

- (c) Na certifikatu bo(do) natančno navedena(e) specifikacija(e) oz standard(i), s katero(mi) je sistem naročnika skladen v času presoje, ter področja uporabe sistema vodenja.

## 5.3. OHRANJANJE VELJAVNOSTI CERTIFIKATA

### 5.3.1. KONTROLNE PRESOJE

- (a) Bureau Veritas Certification izvaja program kontrolnih presoj za ohranjanje veljavnosti certifikata. Program je stalen in je dogovorjen z naročnikom v pogodbi.

- (b) Ko Bureau Veritas Certification potrdi termine presoje, mora naročnik opraviti vse potrebno za zagotovitev fiksnosti termina. Termin prve kontrolne presoje se ne sme določiti kasneje kot (12) mesecev po datumu odobritve izdaje certifikata.

### 5.3.2. RECERTIFIKACIJSKA PRESOJA

Bureau Veritas Certification bo vsaka 3 leta avtomatično pregledal in ocenil vzdrževanje certificiranja, ki je pogojeno z zadovoljivimi rezultati kontrolnih in recertifikacijskih presoj (vključno s izvedenimi korektivnimi ukrepi, ki so bili dogovorjeni med naročnikom in presojevalci Bureau Veritas Certification. ) ter izdal certifikat . Opozarjamo, da je zgoraj navedeno potrebno zaključiti pred iztekom certifikata, da se ohrani kontinuiteta certificiranja. Ko je postopek zaključen, se naročniku izda nov certifikat.

### 5.4. SPREMEMBE CERTIFICIRANJA

Naročnik je dolžan Bureau Veritas Certification nemudoma obvestiti o vsaki pomembnejši spremembi proizvodov, storitev, sistema vodenja ali katerikoli drugi okoliščini, ki lahko vpliva na veljavnost certifikata. Spremembe, ki lahko vplivajo na veljavnost certificiranja so npr. sprememba lokacije, dodatne lokacije, sprememba procesov, sprememba lastništva, sprememba obsega dejavnosti, sprememba števila zaposlenih, itd. V primeru tovrstnih okoliščin bo Bureau Veritas Certification opravil ustrezne ukrepe, kot je na primer izvedba nenajavljene presoje in/ali sprememba certifikata, po veljavnem ceniku. Nenajavljena presoja se lahko izvede tudi za raziskavo pritožbe glede certificiranega naročnika.



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current rates. Unannounced visits can be conducted as well to investigate complaints received about the Client.

### 5.5 BUREAU VERITAS CERTIFICATION AND ACCREDITATION MARK

5.5.1 The Client shall use the Bureau Veritas Certification and Accreditation Body marks in accordance with the instructions for use that Bureau Veritas Certification provides including the requirements provided in clause 12.

5.5.2 There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. Bureau Veritas Certification mark and/or Accreditation Body mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity except as provided for in clause 12.

### 5.6 ACCREDITATION BODY ACCESS

The Client shall allow the Bureau Veritas Certification's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the Bureau Veritas Certification audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right to refuse such a request either by the Accreditation Body, its representatives or Bureau Veritas Certification. Refusal to accept a witness assessment by the Accreditation Body must be justified and accepted by Bureau Veritas and the Accreditation Body and could result in withdrawal of accredited certification where reasons are not accepted.

### 5.7 SUSPENSION, WITHDRAWAL, CANCELLATION OR RESTORATION OF THE CERTIFICATE OF APPROVAL

5.7.1 Bureau Veritas Certification reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give the Client a three (3) months' written notice or shorter notice as the situation may require depending upon the information available to Bureau Veritas Certification. If such aforementioned actions are deemed necessary by Bureau Veritas Certification, the Client will be fully briefed and will be given every possible opportunity to take corrective action before a final decision is taken on what action Bureau Veritas Certification should take after the expiration of such notification period.

5.7.2 Unannounced visits may also be conducted as a follow up on clients which certification has been suspended.

5.7.3 Suspension is lifted and certification is restored upon satisfactory clearance of non-conformities and verification by Bureau Veritas Certification of the compliance of Client's management system.

5.7.4 Bureau Veritas Certification reserves the right to publish the fact that such action has been taken.

### 6. BUREAU VERITAS CERTIFICATION'S OBLIGATIONS

6.1 Bureau Veritas Certification shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature to the Services and under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.

6.2 Bureau Veritas Certification, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment or recommendations, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed in writing by the Parties.

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### 5.5. BUREAU VERITAS CERTIFIKACIJSKE OZNAKE IN AKREDITACIJSKE OZNAKE

5.5.1 Naročnik lahko uporablja oznake Bureau Veritas Certification in oznake akreditacijske ustanove v skladu z navodili o uporabi s strani Bureau Veritas Certification vključno z zahtevami navedenimi v členu 12 teh splošnih pogojev storitev certificiranja.

5.5.2 V oznakah ali spremljajočem tekstu ne sme biti dvoumno, katero področje je bilo certificirano. Oznake Bureau Veritas Certification in/ali oznake akreditacijske ustanove ne smejo biti uporabljene na proizvodu ali embalaži, ki jih vidi končni potrošnik ali v katerikoli drugi obliki, kjer se lahko interpretira kot skladnost proizvoda, razen kakor je določeno v členu 12.

### 5.6. DOSTOP AKREDITACIJSKIH USTANOV

Naročnik bo omogočil akreditacijskim ustanovam, pri katerih je akreditiran Bureau Veritas Certification, in njihovim predstavnikom dostop do kateregakoli dela presoje ali procesa presoj z namenom, da se potrdi skladnost dela presojevalcev Bureau Veritas Certification z ustreznimi standardi akreditacijske ustanove. Naročnik nima pravice zavrnitvi tovrstne zahteve s strani akreditacijske ustanove, njenega predstavnika ali Bureau Veritas Certification. Zavrnitev sprejema akreditacijske presoje, ki jo izvaja akreditacijski organ, mora biti utemeljena in sprejeta s strani Bureau Veritas in akreditacijskega organa ter lahko povzroči odvzem akreditiranega certifikata, če razlogi niso sprejeti.

### 5.7. ZAČASEN/TRAJEN ODVZEM, PREKLIC ALI OBNOVITEV CERTIFIKATA

5.7.1 Bureau Veritas Certification si pridržuje pravico do začasnega/trajnega odvzema, omejitve, razširitve ali preklica certifikata s tri (3) mesečnim napovednim ali krajšim rokom, če tako narekuje situacija, glede na informacije s katerimi razpolaga Bureau Veritas Certification. Če bo ugotovljeno, da je potreben kateri od navedenih ukrepov, bo naročnik natančno poučen o razlogih in bo prejel vsa potrebna obvestila, na voljo pa mu bodo dane tudi vse razumne možnosti, da izvede korektivne ukrepe, preden bo po izteku opozorilnega roka sprejeta končna odločitev o tem, kako naj Bureau Veritas Certification ukrepa.

5.7.2 Nenajavljena presoja se lahko izvede tudi kot nadaljnje spremljanje naročnika, kateremu je bil odvzet certifikat.

5.7.3 Začasna prekinitev je odpravljena in certifikat se ponovno obnovi po zadovoljivi odpravi neskladnosti in preverjanju s strani Bureau Veritas Certification o skladnosti sistema vodenja naročnika.

5.7.4 Bureau Veritas Certification si pridržuje pravico do objave dejstva, da je bil izveden kateri od zgoraj navedenih ukrepov.

### 6. OBVEZNOSTI BUREAU VERITAS CERTIFICATION

6.1 Bureau Veritas Certification bo v duhu dobrega gospodarja in veččin, kot se pričakuje od kompetentne certifikacijske hiše z izkušnjami na področju certificiranja in kot se pričakuje v podobnih dejavnostih v podobnih okoliščinah, izvajal storitve presoj, izdal certifikate in/ali poročila svojim naročnikom.

6.2 Bureau Veritas Certification bo kot neodvisen izvajalec naročniku posredoval informacije v obliki ocen, ugotovitev in priporočil, ki se nanašajo na zakonodajne zahteve, splošne industrijske standarde in/ali katerekoli druge standarde, na podlagi medsebojnega pisnega dogovora strank.

6.3 Ob izvajanju svojih storitev Bureau Veritas Certification ne izvaja storitev s področja dela oblikovalcev, arhitektov, gradbenikov, podizvajalcev, proizvajalcev, producentov, operaterjev, prevoznikov, uvoznikov, prodajalcev, kupcev, lastnikov ali drugih oseb, ki ne glede na ravnanje Bureau Veritas Certification, niso oproščeni svojih



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- 6.3 In providing the Services, Bureau Veritas Certification does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners who, notwithstanding Bureau Veritas Certification's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which Bureau Veritas Certification relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause Bureau Veritas Certification's liability to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.
- 6.4 For the avoidance of doubt, under no circumstances does Bureau Veritas Certification fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of any management systems or processes subject of the Services, including the services, or any other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Certificate of Approval or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by Bureau Veritas Certification for any activities undertaken by the Client or systems or processes maintained or put in place by the Client.
- 6.5 Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the Agreement, documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificate of acceptance or conformity, and which are divulged to Bureau Veritas Certification, shall be considered to be for information only, without either extending or restricting Bureau Veritas Certification's scope of Services or obligations under the Agreement.
- ### 7. CLIENT'S OBLIGATIONS
- 7.1 The Client must:
- 7.1.1 co-operate with Bureau Veritas Certification in all matters relating to the Services;
- 7.1.2 provide, or cause its suppliers to provide, in a timely manner and at no charge, access to facilities, documents, data, and personnel as required by Bureau Veritas Certification, its agents, subcontractors, consultants and employees, to perform the Services;
- 7.1.3 prepare and maintain the relevant premises and materials for the supply of the Services, including without limitation, identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services;
- 7.1.4 adopt all necessary measures to ensure the safety and security of working conditions on site during performance of the Services and inform Bureau Veritas Certification without delay of all health and safety rules and regulations, any occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority and any other reasonable security requirements that apply at any of the relevant premises;
- 7.1.5 provide Bureau Veritas Certification, its agents, subcontractors and representatives with all necessary transportation, equipment, materials, facilities that are required for Bureau Veritas Certification to provide the Services, and access to premises where the Services are to be performed;
- 7.1.6 ensure that the Client's equipment is in good working order, under the Client's control and operation, suitable for the purposes for which it is

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- obveznosti. Če in v obsegu, v katerem naročnik oprosti katerokoli tretjo osebo njenih odgovornosti, obveznosti in dolžnosti glede naročnikovih proizvodov ali storitev ali glede informacij, ki jih je Bureau Veritas Certification upošteval pri izvajanju storitev, take neizpolnjene obveznosti tretjih oseb ne ustvarjajo ali povečajo odgovornost Bureau Veritas Certification, temveč jih naročnik prevzame kot svoje lastne odgovornosti, obveznosti in dolžnosti.
- 6.4. V izogib dvomu Bureau Veritas Certification nikoli ne nastopa v vlogi zavarovalnice ali poroka glede ustreznosti, kakovosti, tržne primernosti, primernosti za namen, skladnosti ali učinkovitosti sistema vodenja ali postopkov, ki so predmet presoje vključno s storitvami ali katerokoli aktivnostjo naročnika, na katere se presoja nanaša. Ne glede na morebitne drugačne navedbe v pogodbi, na certifikatih ali poročilih, Bureau Veritas Certification ne daje direktne ali indirektno garancije ali zagotovila, vključno z zagotovitvi o tržnosti ali primernosti za posebne namene ali uporabo, za katerekoli aktivnosti, ki jih izvaja naročnik ali za katerikoli sistem ali postopek, uveden ali vzdrževan s strani naročnika.
- 6.5. Če ni izrecnih drugih pogodbeno dogovorjenih navodil naročnika, se dokumenti, ki se nanašajo na sodelovanje med naročnikom in drugimi zainteresiranimi partnerji, kot so pogodbe o prodaji, dobavi ali delu, akreditivi, tovarni listi, specifikacije, tehnični listi, dobavnice, certifikati sprejemljivosti ali skladnosti, ki so bili posredovani Bureau Veritas Certification, obravnavajo le kot informativni in ne vplivajo na krčenje ali širjenje področja storitve certificiranja Bureau Veritas Certification ali obveznosti po tej pogodbi.
- ### 7. OBVEZNOSTI NAROČNIKA
- 7.1. Naročnik se zavezuje:
- 7.1.1. Sodelovati z Bureau Veritas Certification v vseh zadevah, ki se nanašajo na storitve certificiranja.
- 7.1.2. Zagotoviti ali poskrbeti da njegovi dobavitelji v časovno sprejemljivem roku (pravočasno) zagotovijo brezplačen dostop do objektov, proizvodnih kapacitet, dokumentov, podatkov in zaposlenih, kot zahteva Bureau Veritas Certification, njegovi agenti, podizvajalci, svetovalci in zaposleni za izvedbo storitev certificiranja.
- 7.1.3. Naročnik je dolžan zagotoviti prostore in material za izvedbo storitve certificiranja, vključno vendar ne omejeno na identificiranje, spremljanje, odpravljanje in odstranitev vseh potencialnih ali dejanskih škodljivih dejavnikov ali materialov na vseh svojih lokacijah pred in med izvedbo storitev certificiranja.
- 7.1.4. Naročnik mora izvesti vse potrebne ukrepe za zagotovitev varnih delovnih pogojev na vseh lokacijah med izvajanjem storitve certificiranja in nemudoma opozoriti Bureau Veritas Certification na zdravstvena in varnostna pravila, predpise in tveganja ter o kakršnem koli pojavu resnega incidenta ali kršitve predpisov, ki zahtevajo vključitev pristojnega regulativnega organa in vse ostale varnostne zahteve, ki se nanašajo na posamezno lokacijo.
- 7.1.5. Za izvajanje storitev certificiranja zagotoviti Bureau Veritas Certification, njegovim agentom, podizvajalcem in predstavnikom ves potreben prevoz, opremo, materiale in prostore, ki so potrebni Bureau Veritas Certification za presojo, kot tudi dostop do prostorov, kjer se bo presoja opravljala.
- 7.1.6. Zagotoviti, da je naročnikova oprema operativna in v dobrem delovnem stanju pod nadzorom naročnika in deluje na način kot je primerno za namen za katerega je uporabljena v povezavi s storitvami in je skladna z vsemi relevantnimi standardi ali zahtevami.
- 7.1.7. Zagotoviti direktno ali preko svojih dobaviteljev in podizvajalcev v časovno sprejemljivem roku dostop do informacij, kot zahteva Bureau Veritas Certification, za ustrezno izvajanje storitev certificiranja in zagotoviti, da so te informacije točne v vseh



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- used in relation to the Services and conforms to all relevant and applicable standards or requirements;
- 7.1.7 provide Bureau Veritas Certification, either directly or through its suppliers and subcontractors, in a timely manner, such Client Information and other information as Bureau Veritas Certification may require for the proper performance of the Services and ensure that such information is accurate in all material respects. Client Information shall be provided by the Client to Bureau Veritas Certification at least twenty (20) days before the agreed start date of each audit;
- 7.1.8 where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment and facilities;
- 7.1.9 ensure that all documents, information and material made available by the Client to Bureau Veritas Certification under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party; and
- 7.1.10 take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
- 7.2 To the extent that Bureau Veritas Certification renders Services, the Client agrees that Bureau Veritas Certification does not owe any specific success but only such Services.
- 7.3 Bureau Veritas Certification reserves the right to unilaterally alter or extend the defined deadlines in the Agreement or postpone them if the Client fails to timeously provide Bureau Veritas Certification with the relevant Client Information.
- 7.4 If Bureau Veritas Certification's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, Bureau Veritas Certification shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 8. FEES AND PAYMENT**
- 8.1 In consideration for the provision of the Services by Bureau Veritas Certification, the Client will pay the Fees in accordance with this clause 8, unless otherwise agreed in writing between the Parties. The Fees are exclusive of all applicable taxes, unless stated otherwise.
- 8.2 Bureau Veritas Certification may, in its sole and absolute discretion, require the Client to provide an initial deposit or advance payment of an amount or percentage of the Fees as determined by Bureau Veritas Certification, as security for payment of the Fees, on or before the date specified by Bureau Veritas Certification or, if no date is specified, prior to commencement of the Services. Bureau Veritas Certification will not commence provision of the Services unless and until any such upfront payment has been received in full by Bureau Veritas Certification.
- 8.3 Bureau Veritas Certification reserves the right to apply the initial deposit or advance payment to any amount due and unpaid and the payment of an initial deposit or advance payment in no way relieves the Client of timeous payment of any invoices.
- 8.4 Bureau Veritas Certification shall invoice Clients on delivery of the Services. Under no circumstances will the Certificate of Approval and Reports be released until full payment has been received by Bureau Veritas Certification.
- 8.5 The Client will pay each valid invoice submitted to it by Bureau Veritas Certification, in full and in cleared funds and without deduction or set-off, within fifteen (15) days of the date of the invoice.
- 8.6 Without prejudice to any other right or remedy that Bureau Veritas Certification may have, if the Client fails to pay Bureau Veritas

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- vsebinskih pogledih. Naročnik bo zagotovil informacije naročnika Bureau Veritas Certification vsaj 20 dni pred dogovorjenim začetkom vsake presoje.
- 7.1.8. Da kjer je potrebno pridobi in vzdržuje vsa potrebna dovoljenja in soglasja v skladu z vso veljavno zakonodajo glede storitev certificiranja in uporabe naročnikove opreme in objektov.
- 7.1.9. Zagotoviti, da noben dokument, informacija ali sredstvo, ki ga naročnik da na razpolago Bureau Veritas Certification, skladno z določili te pogodbe, ne predstavlja ali povzroča kršitve ali neustrezne uporabe patentov, avtorskih pravic, blagovnih znamk, poslovnih skrivnosti, licenc ali katerihkoli ostalih pravic intelektualne lastnine ali lastniških pravic katerekoli tretje osebe.
- 7.1.10. Izvesti vse potrebne ukrepe za odstranitev ali preprečitev vseh ovir in motenj med izvajanjem storitve certificiranja.
- 7.2. Glede na to, da je Bureau Veritas Certification izvajalec storitev, se naročnik strinja, da Bureau Veritas Certification ne zagotavlja končnega rezultata, temveč zgolj izvajanje storitev.
- 7.3. Bureau Veritas Certification si pridružuje pravico enostransko spremeniti ali podaljšati roke definirane v pogodbi ali preložiti začetek, če naročnik ne dostavi Bureau Veritas Certification pravočasno vse relevantne informacije naročnika.
- 7.4. Če je izvajanje storitev in obveznosti Bureau Veritas Certification na osnovi te pogodbe preprečeno ali zamujeno zaradi kakršnihkoli dejanj, oviranj, napak ali malomarnosti s strani naročnika, njegovih agentov, podizvajalcev, svetovalcev ali zaposlenih, Bureau Veritas Certification ne odgovarja za kakršnekoli stroške, globe ali izgube, ki bi jih utrpel naročnik in so posredna ali neposredna posledica takih preprečitev oz. zamud.
- 8. CENE IN PLAČILO**
- 8.1. Ob upoštevanju določil, ki urejajo storitve, ki jih opravi Bureau Veritas Certification, bo naročnik plačal cene v skladu s tem členom 8, razen če je drugače pisno dogovorjeno med strankama. Cene storitev ne vključujejo predpisanih davkov razen če ni dogovorjeno drugače.
- 8.2. Bureau Veritas Certification lahko po svoji izključni in absolutni diskreciji zahteva, da naročnik zagotovi začetni polog ali predplačilo zneska oziroma odstotka cene, kot to določi Bureau Veritas Certification v zavarovanje plačila na ali pred datumom, ki ga določi Bureau Veritas Certification ali če ta datum ni določen, pred začetkom opravljanja storitev. Bureau Veritas Certification ne bo začel z opravljanjem storitev dokler in če takšno predhodno plačilo ne bo v celoti prejeto s strani Bureau Veritas Certification.
- 8.3. Bureau Veritas Certification si pridržuje pravico da zahteva začetni polog ali predplačilo za kakršnokoli zapadlo in neporavnano vsoto in plačilo takšnega začetnega pologa oz. predplačila v nobenem primeru ne odveže naročnika pravočasnega kateregakoli računa.
- 8.4. Bureau Veritas Certification bo izstavil račun naročniku po opravljeni storitvi presoje. Certifikat v nobenem primeru ne more biti izdan, dokler Bureau Veritas Certification ne prejme celotnega plačila.
- 8.5. Naročnik bo plačal vsak veljaven račun, ki mu ga je izdal Bureau Veritas Certification v celoti in brez kompenzacije ali pobota v roku 15 dni od datuma računa.
- 8.6. Ne glede na katerokoli pravico ali sredstvo, ki ga ima Bureau Veritas Certification v primeru, da naročnik ne izvede plačila, začetnega pologa ali predplačila, če obstaja, oz. katerega koli drugega računa na ali pred dnevom zapadlosti, lahko Bureau Veritas Certification po svoji izključni in absolutni diskreciji:





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- Certification the initial deposit or advance payment, if any, or any subsequent invoice on or before the due date, Bureau Veritas Certification may, in its sole and absolute discretion:
- charge interest on such sum from the due date for payment at the monthly rate of 2.5%, accruing on a daily basis and being compounded monthly until payment is made in full (both dates inclusive), whether before or after any judgment; and/or
  - suspend all Services until payment has been made in full.
- 8.7 Time for payment shall be of the essence of the Agreement.
- 8.8 Bureau Veritas Certification reserves the right to review and amend its charges annually and, in any case, automatically after the first three years cycle; as a minimum, these charges will be adjusted to take into account the inflation rate, any significant variation of the exchange rates, labour costs or costs implied by changes in the applicable certification schemes.
- 8.9 Notwithstanding clause 8.7, Bureau Veritas Certification will be entitled to claim an increase or modification in the Fees if conditions or circumstances arise that were not reasonably foreseeable at the time the Agreement was entered into or which were beyond the reasonable control of Bureau Veritas Certification or if the Client request any postponement or rescheduling of the Services, or any part thereof. If the Client refuses to accept any such increase or modification in the Fees then Bureau Veritas Certification reserves the right not to commence or continue with the provision of the Services, or any part hereof.
- 8.10 If the Client postpones or reschedules the audit service on less than thirty (30) working days' written notice to Bureau Veritas Certification, Bureau Veritas Certification reserves the right to charge the full man-day fee of the audit. This sum will not be discounted from the audit fee ultimately charged when the rescheduled audit is carried out.
- 8.11 If the Client cancels the Agreement on less than three (3) months written notice prior to the next due audit date, then the Client shall be liable for the full cost of the audit, including all audit man-day and administrative fees.
- 8.12 All fees are exclusive of accommodation, meals, subsistence, travel and any other incidental costs and expenses and will be charged by Bureau Veritas Certification as pre-agreed at a fixed rate or at the actual cost thereof.
- 8.13 Unless otherwise agreed between the Parties in writing, all sums payable to Bureau Veritas Certification will become immediately due and payable on termination of the Agreement for any reason whatsoever, despite any other provision of the Agreement. This clause is without prejudice to any right of Bureau Veritas Certification to claim interest, collection costs, legal costs or any other right in terms of law or the Agreement.
- 9. CANCELLATION, POSTPONEMENT OR RESCHEDULING OF THE SERVICES**
- 9.1 Should the Client wish to cancel, postpone or reschedule commencement or further provision of the Services, or any part thereof, the Client must provide Bureau Veritas Certification with prior written notification of not less than thirty (30) days in the event of postponements or rescheduling and not less than three (3) months in the event of cancellations.
- 9.2 Without prejudice from 8.9 and 8.10, cancellation, postponement or rescheduling of the Services will in all instances entitle Bureau Veritas Certification to claim full payment of the Fees for the Services that have been rendered and any and all costs incurred by Bureau Veritas Certification as at the date of cancellation, postponement or rescheduling on presentation by Bureau Veritas Certification of an invoice in respect thereof.

## Splošni pogoji za storitve certificiranja

- zaračuna obresti na tako vsoto od dneva zapadlosti po mesečni obrestni meri 2,5 % na dnevni osnovi in ki se obračunajo mesečno do polnega plačila (vključujoč oba datuma) in sicer pred ali po presoji, in/ali
  - odloži vse storitve do polnega plačila.
- 8.7. Rok plačila je bistvena sestavina pogodb.
- 8.8. Bureau Veritas Certification si pridržuje pravico letnega revidiranja cen in v vsakem primeru po koncu triletnega obdobja, in sicer minimalno glede na stopnjo inflacije oziroma v višini povečanja stroškov oziroma kakršnekoli znatne spremembe stroškov dela ali stroškov, ki so vsebovani v veljavnih certifikacijskih shemah.
- 8.9. Ne glede na člen 8.7. je Bureau Veritas Certification upravičen zahtevati povečanje ali spremembo cen v primeru, da nastanejo pogoji ali razmere, ki jih ni bilo moč razumno predvideti v času sklepanja pogodbe oz. ki niso bile pod nadzorom Bureau Veritas Certification oz. če naročnik zahteva odlog ali spremembo urnika opravljanja storitev ali dela storitev. Če naročnik odkloni takšno povečanje ali spremembo cen, si Bureau Veritas Certification pridržuje pravico da ne začne opravljati storitev oz. da ne nadaljuje storitev ali dela storitev.
- 8.10. Če naročnik odloži ali spremeni termine storitev certificiranja z rokom krajšim od 30 dni si Bureau Veritas Certification pridržuje pravico zaračunati polno dnevno ceno presoje. Ta vsota ne bo odšteta od cene presoje, ki bo zaračunana, ko bo presoja v celoti opravljena.
- 8.11. Če naročnik odpove pogodbo manj kot 3 mesece pred datumom naslednje presoje bo naročnik odgovoren za celotne stroške presoje, vključujoč vse polne dnevne cene presoje in administrativne stroške.
- 8.12. Cene storitev ne vključujejo potnih stroškov, obrokov, nastanitve, dnevnic in drugih izdatkov, ki se obračunajo po vnaprej dogovorjeni vrednosti ali po dejanskih stroških.
- 8.13. Če ni drugače pisno dogovorjeno med strankama, vse vsote plačljive Bureau Veritas Certification zapadejo in so plačljive na dan prenehanja pogodbe iz kakršnega koli razloga ne glede na katero koli določilo pogodbe. Ta člen velja ne glede na katero koli drugo pravico Bureau Veritas Certification uveljavlja obresti, stroške izvršbe, pravne stroške ali katero koli drugo pravico glede na pravo pogodbe.
- 9. ODPOVED, ODLOG ALI SPREMEMBA URNIKA STORITEV**
- 9.1. V kolikor naročnik želi odpovedati, odložiti ali spremeniti urnik začetka ali nadaljnega izvajanja storitev ali kateregakoli dela storitev mora naročnik o tem obvestiti Bureau Veritas Certification najmanj 30 dni pred začetkom opravljanja storitev v primeru odloga ali spremembe urnika, in najmanj 3 mesece vnaprej v primeru odpovedi.
- 9.2. Ne posegajoč v člena 8.9 in 8.10. odpoved, odlog ali sprememba urnika storitev na vseh stopnjah upravičuje Bureau Veritas Certification da zahteva polno plačilo cen storitev, ki so bile opravljane in vse stroške, ki jih je Bureau Veritas Certification utrpel do dne odpovedi, odloga ali spremembe urnika storitev, na podlagi izdaje računa s strani Bureau Veritas Certification.
- 9.3. Dodatno bo Bureau Veritas Certification v primeru odpovedi, odloga ali spremembe termina storitev zaračunal naročniku stroške odpovedi, kot je določeno v pogodbi. V primeru, da začetni polog ali predplačilo, če je bilo dano, presega stroške odpovedi bo takšna presežna vrednost povrnjena naročniku (razen če naročnik dolguje Bureau Veritas Certification kakšen drug znesek). Naročnik soglaša, da je strošek odpovedi razumno nadomestilo za stroške, ki jih je Bureau Veritas Certification utrpel za pripravo izvedbe storitve.



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9.3 In addition, a cancellation charge, as provided in the Agreement between the Parties, will be levied by Bureau Veritas Certification in the event of any cancellation, postponement or rescheduling of the Services. In the event that the initial deposit or advance payment, if any, exceeds the cancellation charge, such excess amount will be refunded to the Client (unless any other amount is due and owing by the Client to Bureau Veritas Certification). The Client agrees that any such cancellation charge is a reasonable measure of the costs incurred by Bureau Veritas Certification in preparation of provision of the Services.

9.4 Under no circumstances will Bureau Veritas Certification be liable for any claims, costs, damages or losses of any nature whatsoever and howsoever arising as a result of the Client's cancellation, postponement or rescheduling of the Services, or any part thereof.

### 10. CERTIFICATE OF APPROVAL AND REPORTS

10.1 The Client must not reproduce the Certificate of Approval or the Reports or make copies thereof without the prior written consent of Bureau Veritas Certification. Neither the Client nor any third party is entitled to rely on any reproduction or copy of a Certificate of Approval or the Reports for which the prior written consent of Bureau Veritas Certification has not been obtained.

10.2 The Certificate of Approval or the Reports are issued by Bureau Veritas Certification and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, distributed, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of Bureau Veritas Certification.

10.3 The Certificate of Approval or the Reports are given only in relation to the written instructions, documents, information and samples provided to Bureau Veritas Certification by the Client prior to the performance of the Services. Bureau Veritas Certification cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or the Reports to the extent that the Client has given Bureau Veritas Certification erroneous or incomplete information.

10.4 The Certificate of Approval or the Reports will reflect the findings of Bureau Veritas Certification at the time of performance of the Services only and in respect of the Client Information made available to Bureau Veritas Certification prior to or during the performance of the Services. Bureau Veritas Certification shall have no obligation to update the Certificate of Approval or the Reports after issuance, except as otherwise stated in the Agreement or agreed in writing between the Parties.

10.5 The Client (not Bureau Veritas Certification or its Affiliates or their respective representatives) is solely and exclusively responsible for exercising its own, independent judgment with regard to the Certificate of Approval or the Reports, information and recommendations provided by Bureau Veritas Certification and for any decision or action undertaken by the Client or any third party on the basis of the Certificate of Approval or the Reports provided by Bureau Veritas Certification. Neither Bureau Veritas Certification nor any of its Affiliates or their respective agents, subcontractors, officers, employees, representatives or assigns warrant the quality, outcome, effectiveness or appropriateness of any decision or action taken by the Client on the basis of the Certificate of Approval or the Reports provided under the Agreement.

10.6 Bureau Veritas Certification is under no obligation to refer to or report on any facts or circumstances which are outside the scope of the Services and accepts no liability for not referring to or reporting on such facts or circumstances.

### 11. CONFIDENTIALITY

11.1 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information, which

## Splošni pogoji za storitve certificiranja

9.4. Bureau Veritas Certification pod nobenim pogojem ne nosi odgovornosti za katerekoli zahteve, stroške, škodo ali izgubo kakršnekoli vrste, ki bi kakorkoli nastala kot posledica naročnikove odpovedi, odloga ali spremembe urnika storitev ali dela storitev.

### 10. CERTIFIKAT IN POROČILA

10.1. Naročnik ne sme ponatisniti certifikata ali poročil ali narediti kopije brez predhodnega pisnega soglasja Bureau Veritas Certification. Niti naročnik niti katerekoli tretja oseba se ne more zanesti na ponovno izdajo ali kopijo certifikata za katero ni bilo pridobljeno predhodno pisno soglasje Bureau Veritas Certification.

10.2. Certifikat in/ali poročila so izdana s strani Bureau Veritas Certification in so namenjena izključno uporabi naročnika in ne bodo objavljena, uporabljena za oglaševalske namene, distribuirana, kopirana ali ponovno ustvarjena za posredovanje katerikoli osebi ali pravni osebi ali drugo javno objavo brez predhodnega pisnega soglasja Bureau Veritas Certification.

10.3. Certifikat ali poročila so dana le v zvezi z pisnimi navodili, dokumenti, informacijami in vzorci, ki so bili posredovani Bureau Veritas Certification s strani naročnika pred izvedbo storitev. Bureau Veritas Certification ni odgovoren za nobeno napako, izpustitev ali netočnost v certifikatu ali poročilih, v kolikor je naročnik Bureau Veritas Certification posredoval napačne ali nepopolne informacije.

10.4. Certifikat ali poročila bodo odražala ugotovitve Bureau Veritas Certification le v času izvedbe storitev in v zvezi z informacijo naročnika, ki jo je naročnik posredoval Bureau Veritas Certification pred ali med izvedbo storitev Bureau Veritas Certification ne bo imel nobene obveznosti posodobiti certifikat ali poročila po njihovi izdaji, razen v kolikor je drugače navedeno v pogodbi ali pisno dogovorjeno med strankama.

10.5. Naročnik (in ne Bureau Veritas Certification ali njegove povezane osebe ali njegovi zastopniki) je v celoti in izključno odgovoren za izvajanje svoje lastne in neodvisne presoje glede certifikata ali poročil, informacij in priporočil, ki jih zagotovi Bureau Veritas Certification in za vsako odločitev ali dejanje, za katerega se naročnik ali katerakoli tretja oseba obveže na podlagi certifikata ali poročil, ki jih zagotovi Bureau Veritas Certification. Niti Bureau Veritas Certification niti kateri od njegovih povezanih oseb ali njegovih agentov, podizvajalcev, uradnih oseb, zaposlenih, predstavnikov ali prevzemnikov, ne jamči za kvaliteto, izid, učinkovitost ali primernost katerekoli odločitve ali dejanja, ki ga opravi oz. izvede naročnik na podlagi certifikata potrditve ali poročil zagotovljenih po pogodbi.

10.6. Bureau Veritas Certification se ni dolžan sklicevati na ali poročati o katerihkoli dejstvih ali okoliščinah, ki so izven obsega storitev in ne prevzema nobene odgovornosti za nesklicvanje ali za neporočanje o takšnih dejstvih ali okoliščinah.

### 11. ZAUPNOST

11.1. Nobena od pogodbenih strank ne sme razkriti ali uporabljati za kakršenkoli namen poslovnih skrivnosti in zaupnih informacij, do katerih ima dostop zaradi ali jih je pridobila v okviru izvajanja pogodbe, brez predhodnega pisnega soglasja stranke, na katero se poslovne skrivnosti nanašajo ali ki jih je razkrila nasprotni stranki.

11.2. Določba o zaupnosti iz prejšnje točke se ne nanaša na sledeče informacije:



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it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

- 11.2 This confidentiality undertaking shall not apply to any information:
- 11.2.1 which is publicly available or becomes publicly available through no act of the receiving Party;
- 11.2.2 which was in the possession of the receiving Party prior to its disclosure;
- 11.2.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- 11.2.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- 11.2.5 which is disclosed or is required to be disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
- 11.2.6 which is disclosed to an Affiliate of the receiving Party on a need to know basis.
- 11.3 Each Party shall be responsible for ensuring that all persons to whom Confidential Information of the other Party is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.
- 11.4 On expiry or termination of the Agreement for any reason and at the discretion of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided that nothing herein shall prohibit Bureau Veritas Certification from maintaining copies of documents provided by the Client, Certificate of Approval and Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or any Accreditation Body.
- 11.5 Notwithstanding the provision of clause 11, Bureau Veritas Certification shall be authorized to make copies of Client Information, as may be required by the Accreditation Body's retention policy.
- 11.6 Notwithstanding the provision of clause 11, Bureau Veritas Certification reserves the right to refer to the Client, using its name and/or logo, whether internally and externally, orally or in writing, and on any communication support, for marketing and/or commercial purposes without the prior consent of the Client being required.
- 11.7 Notwithstanding the provision of clause 11, Bureau Veritas Certification reserves the right to use the Client's data for benchmarking and analysis purposes, being understood that any such use by Bureau Veritas Certification will be in compliance with the application regulation protecting personal data and the data would be anonymous.

## 12. INTELLECTUAL PROPERTY

- 12.1 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.
- 12.2 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value nor goodwill associated with the Intellectual Property of the other Party or its Affiliates.

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- 11.2.1. ki so javno dostopne ali postanejo javno dostopne brez vpliva stranke, ki prejema informacije;
- 11.2.2. ki so že bile v posesti sprejemajoče stranke pred ponovnim razkritjem;
- 11.2.3. ki je bila razkrita sprejemajoči stranki preko tretje osebe, ki ni prejela te informacije pod obvezo tajnosti;
- 11.2.4. ki je bila neodvisno ugotovljena ali pridobljena s strani sprejemajoče stranke, brez uporabe tajnih informacij, ki ji je razkrila nasprotna pogodbeni stranka;
- 11.2.5. ki je bila razkrita v skladu z zakonskimi zahtevami, borznimi pravili ali pravnomočno sodbo, sklepom ali zahtevo sodišča ali druge pristojne osebe/institucije; ali
- 11.2.6. informacije, ki jih mora stranka razkriti povezani osebi za zagotovitev izpolnjevanja pogodbenih obveznosti, v nujno potrebnem obsegu.
- 11.3. Vsaka pogodbeni stranka je odgovorna, da zagotovi pri vseh osebah ali subjektih, ki prejmejo od nje zaupne informacije, da te informacije obdržijo zaupne in jih ne razkrijejo nepooblaščenim osebam ali subjektom in sprejmejo polno odgovornost za kakršnokoli kršitev obveznosti varovanja poslovne skrivnosti.
- 11.4. Po prenehanju veljavnosti pogodbe iz kakršnegakoli razloga, mora vsaka stranka na poziv nasprotni pogodbeni stranke uničiti zaupne informacije nasprotni stranke, ki jih v tistem času poseduje ali nadzoruje. To pa ne vpliva na pravico Bureau Veritas Certification hraniti kopije dokumentov, ki jih je zagotovil naročnik, poročil, certifikatov in analiz v skladu s politiko arhiviranja podatkov in dokumentov, kot zahteva zakonodaja ali akreditacijska ustanova.
- 11.5. Ne glede na določbo člena 11. je Bureau Veritas Certification pooblaščen narediti kopije informacije naročnika, kot lahko zahtevajo pravila o hrambi akreditacijske ustanove.
- 11.6. Ne glede na določbo člena 11. si Bureau Veritas Certification pridržuje pravico, da se sklicuje na naročnika, uporablja njegovo ime, firmo ali logotip, za notranjo ali zunanjo uporabo ustno ali pisno in s katerim koli sredstvom komunikacije za oglaševalske in/ali reklamne namene brez predhodnega soglasja naročnika.
- 11.7. Ne glede na določbo člena 11. si Bureau Veritas Certification pridržuje pravico do uporabe podatkov naročnika za namene primerjalne analize, analize uspešnosti in ostalih analiz pri čemer bo vsaka taka uporaba podatkov s strani Bureau Veritas Certification v skladu z veljavnimi predpisi o varstvu osebnih podatkov in da bodo taki podatki anonimni.

## 12. INTELEKTUALNA LASTNINA

- 12.1. Vsaka stranka je izključni lastnik vseh pravic na svoji intelektualni lastnini, ustvarjeni bodisi pred ali po datumu pričetka veljavnosti pogodbe in ne glede na to, ali je povezana s katerokoli pogodbo med strankama.
- 12.2. Nobena stranka ne bo izpodbijala pravic intelektualne lastnine druge pogodbeni stranke ter se bo vzdržala vseh aktivnosti, ki bi lahko zmanjšale potencialno vrednost intelektualne lastnine druge pogodbeni stranke ali z njo povezanih oseb.
- 12.3. Naročnik ne bo uporabljal firme, storitvene znamke, blagovne znamke ter avtorskih pravic Bureau Veritas Certification, razen na podlagi predhodnega pisnega soglasja Bureau Veritas Certification ter zgolj skladno z načinom, ki ga določijo Bureau Veritas Certification.
- 12.4. Uporaba certifikacijskih oznak je s strani Bureau Veritas Certification urejena z dokumentom (navodili), ki razlaga kako prikazovati in uporabljati certifikacijski znak in pripadajoče logotipe in ki bo posredovan na zahtevo. Bureau Veritas Certification bo nadzoroval



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- 12.3 The names, service marks, trademarks and copyrights of Bureau Veritas Certification shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of Bureau Veritas Certification and then only in the manner prescribed by Bureau Veritas Certification.
- 12.4 The use of the certification mark is regulated by Bureau Veritas Certification through a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. Bureau Veritas Certification will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.
- 12.5 For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey to the Client any rights of ownership or license whatsoever to the Bureau Veritas Certification's Intellectual Property, its proprietary software, proprietary audit methods, training materials and best practices manual, protocols, Bureau Veritas Certification's name, logo, marks, or other trade dress or any other existing or future Intellectual Property rights or know-how developed and used by Bureau Veritas Certification to perform the Services and to issue the Certificate of Approval and the Reports. Such Intellectual Property Rights shall remain the sole property of Bureau Veritas Certification.

### 13. DATA PROTECTION

Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all applicable laws and regulations, including all applicable national, state, and local privacy laws or regulations and in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016 (Together "Data Protection Laws").

The Parties acknowledge that Bureau Veritas Certification may act as "Data Processor" (within the meaning set forth under the Data Protection Laws) when it collects and processes personal data on behalf of the Client, exclusively for the purposes of the performance of the Agreement, unless otherwise agreed upon by writing executed by both Parties.

Bureau Veritas Certification collects personal data indirectly, through the Client who provides Bureau Veritas Certification with its employees, contractors, business partners and/or clients' personal data. Both parties will provide each other with the appropriate information regarding data processing within the material scope of article 2 of the EU General Data Protection Regulation 2016/679. The Client hereby accepts and commits to provide the data subjects with such information in a manner compliant with articles 13 and 14 of the EU General Data Protection Regulation 2016/679.

#### 13.1. Data processing

Operations on personal data involve (the "Data Processing"):

- the purpose(s) of the processing: the performance of the Agreement, including but not limited to, the provision of certification services and other services as requested by the Client.
- the categories of personal data involved (the "Personal Data"): personal data relating to the identity of the data subjects and to their professional life.
- the duration of the data processing, which is equal to the duration of the Agreement, may be extended for the validity of the certificate (up to five years from issuance depending on applicable standards), and may be archived for cross-examination purposes up to an additional five years and/or for evidence purposes up to the expiration of applicable statutes of limitations.
- the categories of data subjects concerned: employees, contractors, business partners and/or clients of the Client.

In this respect, the Parties shall cooperate at any time and in a diligent manner to formalize all documentation required for the Data

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uporabo certifikacijskega znaka ter pripadajočih logotipov pri naslednjih kontrolnih presojah.

- 12.5. V izogib dvomu, vsebina certifikatov, poročil ali katerihkoli drugih dokumentov ne predstavlja podlage za prenos lastninske pravice ali licence na intelektualni lastnini Bureau Veritas Certification ali njegovi programski opremi, metodah nadzora, sredstvih za izobraževanje in priročnikih dobrih praks, postopkih, firmi, logotipih, znamkah ali drugih elementih vizualnega izgleda, niti na katerikoli obstoječi ali kasneje pridobljeni intelektualni lastnini ali znanju, razvitem in uporabljenem pri izvajanju storitev in izdaji certifikata in poročil. Vse te pravice ostanejo v izključni lasti Bureau Veritas Certification.

### 13. VAROVANJE PODATKOV

Obe pogodbeni stranki se zavezuje, da bosta, kot tudi njihovi zaposleni ali katera koli druga oseba, ki deluje v njihovem imenu, izpolnjevali vse veljavne zakone in predpise, vključno z vsemi veljavnimi nacionalnimi ter lokalnimi zakoni ali predpisi o zasebnosti, zlasti pa EU Splošno uredbo o varstvu podatkov 2016/679 z dne 27. aprila 2016 (skupaj »predpisi o varstvu podatkov«).

Pogodbeni stranki priznavata, da lahko Bureau Veritas Certification deluje kot »obdelovalec podatkov« (v smislu, kot ga določajo predpisi o varstvu podatkov), ko zbira in obdeluje osebne podatke v imenu naročnika, izključno za namen izvajanja pogodbe, razen če je kako drugače dogovorjeno v pisni obliki s strani obeh pogodbenih strank. Bureau Veritas Certification zbira osebne podatke posredno prek naročnika, ki zagotavlja Bureau Veritas Certification podatke o svojih zaposlenih, izvajalcih, poslovnih partnerjih in/ali osebne podatke naročnika. Obe pogodbeni stranki si bosta med seboj zagotovili ustrezne informacije v skladu z obdelavo podatkov v okviru vsebinskega okvirja 2. člena Uredbe EU o varstvu podatkov 2016/679. Naročnik s tem sprejema in se zavezuje, da bo zagotavljal posameznikom, na katere se nanašajo osebni podatki, takšne informacije na način, ki je v skladu s 13. in 14. členom Splošne Uredbe EU o varstvu podatkov 2016/679.

#### 13.1. Obdelava podatkov

Operacije na osebnih podatkih vključujejo (»obdelava podatkov«):

- Namen obdelave: izvajanje pogodbe, vključno z zagotavljanjem storitev certificiranja in drugih storitev, kot je zahtevano od naročnika, vendar ne omejeno nanje.
- Kategorije vključenih osebnih podatkov (»osebni podatki«): osebni podatki vezani na identiteto posameznikov, na katere se osebni podatki nanašajo in na njihovo poklicno življenje.
- Trajanje obdelave podatkov, ki je enako trajanju pogodbe, se lahko podaljša za veljavnost certifikata (do pet let od izdaje, odvisno od veljavnih standardov) in se lahko arhivira za namene navzkrižnega preverjanja do dodatnih pet let in/ali za namene dokazovanja do poteka veljavnega zastaralnega roka.
- Kategorije zadevnih oseb, na katere se podatki nanašajo: zaposleni, izvajalci, poslovni partnerji in/ali stranke naročnika.

V skladu s tem, pogodbeni stranki kadarkoli in na skrben način sodelujeta, da formalizirata vso potrebno dokumentacijo za obdelavo podatkov, zlasti da bi utemeljili njihovo skladnost s predpisi o varstvu podatkov in tem členom (varstvo podatkov), zlasti v primeru presoj in preiskav, ki jih izvaja naročnik, ali katera koli tretja stran, ki deluje v njegovem imenu, ali katerega koli pristojnega organa za varstvo podatkov.

#### 13.2. Obveznosti obdelovalca podatkov

Bureau Veritas Certification bo:

- Nemudoma obvestil naročnika o vseh okoliščinah, ki povzročajo nezmožnost Bureau Veritas Certification





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Processing, notably in order to justify their compliance with Data Protection Laws and this Article (Data Protection), in particular in the event of audits and investigations carried out by the Client, or any third-party acting on its behalf, or any competent data protection authority.

### 13.2. Data Processor's obligations

Bureau Veritas Certification will:

- inform promptly the Client of any circumstances entailing an incapacity of Bureau Veritas Certification to comply with Data Protection Laws or to provide the Services in compliance with Data Protection Laws, in which case, Bureau Veritas Certification and the Client will cooperate in good faith to resolve the issue, in particular to identify the impact of such circumstances on the Services and to determine the changes to the Agreement or to the Services that may be required. In this respect, should the Parties fail to reach an agreement to resolve the issue, the Client shall be entitled to terminate this Agreement in accordance with its terms and conditions;
- process personal data in accordance with the documented instructions of the Client. This Agreement constitutes the Client's complete and final instructions for the Data Processing. The Client guarantees that the instructions given comply with the Data Protection Laws and may allow the effective execution by Bureau Veritas Certification of its Services under this Agreement. If Bureau Veritas Certification considers that an instruction from the Client constitutes a violation of the Data Protection Laws, it shall inform the Client accordingly;
- assist the Client in carrying out data protection impact assessments and for Client's prior consultations of the competent data protection authority;
- cooperate with the Client to enable it to fulfil its obligations pertaining to data subjects seeking to exercise their rights as set forth by Data Protection Laws;
- at the discretion and upon instruction of the Client, delete all Personal Data or return them to the Client, and destroy existing copies, except as required by applicable laws;
- communicate, upon request, to the Client the name and contact details of its data protection officer, as the case may be, if it has designated one in accordance with Article 37 of the EU General Data Protection Regulation 2016/679 of 27 April 2016.

### 13.3. Confidentiality measures

Bureau Veritas Certification will keep all personal data confidential and in particular:

- has implemented or will implement adequate access right procedures to govern accesses to personal data;
- undertakes that only persons with a need-to-know for the purpose of providing the Services will be able to access to personal data, that such persons are bound by legal or contractual obligations of confidentiality, and that such persons do not process the personal data except on instructions from the Client, unless he or she is required to do so by European or applicable law.

### 13.4. Security measures

Bureau Veritas Certification will preserve the security of Personal Data, and in particular:

- has implemented and/or will implement for the Services adequate technical and organizational measures to preserve the security of personal data, adapted to the Data Processing involved by the Services and take into account industry standards and the costs related to their implementation, the risks presented by the processing and the nature of the data to be protected;
- will notify the Client as soon as it is aware of (i) any breach of the security of personal data (ii) all related information

zagotavljati skladnost s predpisi o varstvu podatkov ali zagotavljanje storitev v skladu s predpisi o varstvu podatkov; v tem primeru Bureau Veritas Certification in naročnik v dobri veri sodelujeta pri reševanju težave, zlasti za določitev vpliva takšnih okoliščin na storitve in za določitev sprememb pogodbe ali storitev, ki se lahko zahtevajo. V tem oziru, če pogodbeni stranki ne dosežeta dogovora o rešitvi tega vprašanja, ima naročnik pravico odpovedati to pogodbo v skladu z njenimi pogoji;

- Obdeloval osebne podatke v skladu z dokumentiranimi navodili naročnika. Ta pogodba predstavlja naročnikovo popolno in končno navodilo za obdelavo podatkov. Naročnik zagotavlja, da so navedena navodila v skladu s predpisi o varstvu podatkov in lahko omogočijo Bureau Veritas Certification učinkovito izvrševanje storitev po tej pogodbi. Če Bureau Veritas Certification meni, da navodila naročnika pomenijo kršitev predpisov o varstvu podatkov, o tem obvesti naročnika;
- Pomagal naročniku pri izvajanju ocen vplivov varstva podatkov in predhodnih posvetovanjih naročnika s pristojnim organom za varstvo podatkov;
- Sodeloval z naročnikom, da lahko izpolni svoje obveznosti, ki se nanašajo na posameznike, na katere se nanašajo osebni podatki, ki si prizadevajo uresničevati svoje pravice, kot to določajo predpisi o varstvu podatkov;
- Po presoji in po navodilih naročnika izbrisal vse osebne podatke ali jih vrnil naročniku in uničil obstoječe izvode, razen če veljavna zakonodaja zahteva drugače;
- Na zahtevo sporočil naročniku ime in kontaktne podatke svojega pooblaščenca za varstvo podatkov, odvisno od primera, če ga je določil v skladu s 37. členom Splošne Uredbe EU o varstvu podatkov 2016/679 z dne 27. aprila 2016.

### 13.3. Ukrepi za zaupnost

Bureau Veritas Certification bo varoval kot zaupne vse osebne podatke še posebej:

- Je izvajal ali bo izvajal ustrezne postopke v zvezi s pravico do dostopa, ki bodo urejali dostop do osebnih podatkov;
- Se zavezuje, da bodo samo osebe, ki potrebujejo podatke za zagotovitev storitev, lahko imele dostop do osebnih podatkov, da so te osebe pravno in pogodbeno zavezane k zaupnosti in da take osebe ne obdelujejo osebnih podatkov, razen po navodilih naročnika, razen če se od njih zahteva, da to storijo v skladu z evropsko ali veljavno zakonodajo.

### 13.4. Varnostni ukrepi

Bureau Veritas Certification bo ohranil varnost osebnih podatkov, in sicer predvsem:

- Je uveljavil in/ali bo uveljavil ustrezne tehnične in organizacijske ukrepe za ohranjanje varnosti osebnih podatkov, prilagojene obdelavi podatkov, ki jih vključujejo storitve in upošteval industrijske standarde in stroške, povezane z njihovim izvajanjem, tveganja, ki jih predstavlja obdelava in narava podatkov, ki jih je treba zaščititi;
- Bo obvestil naročnika takoj, ko bo vedel za (i) vsako kršitev varnosti osebnih podatkov; (ii) vse s tem povezane informacije, potrebne, da se naročniku omogoči, da izpolni svoje obveznosti obveščanja pristojnega organa za varstvo podatkov in sčasoma posameznikov, na katere se osebni podatki nanašajo, v okviru predpisanih zastaralnih rokov ki in dokumentiral kršitev.

### 13.5. Pod-obdelava in čezmejni prenos



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necessary to enable the Client to comply with its obligations of notification to the competent data protection authority and eventually to the data subjects within the statutory delays, documenting the breach;

### 13.5. Sub-processing and cross-border transfers

The Client hereby expressly agrees that Bureau Veritas Certification may entrust another processor (hereinafter the "Sub-Processor") with all or part of the operations involved by the Data Processing, and that Bureau Veritas Certification may transfer personal data outside the European Economic Area or countries recognized by the European Commission as providing an adequate level of protection to perform the Services.

In addition, Bureau Veritas Certification undertakes that:

- the Sub-Processor will be bound by equivalent contractual obligations as those set forth in this Article (Data Protection),
- it has entered into a personal data transfer contract established on the basis of the European Commission standard contractual clauses with the data importer, prior to any international transfer of personal data;
- it will remain fully liable for any breach of this Article (Data Protection), and/or Data Protection Law committed by the Sub-Processor in the framework on the Services.

Client acknowledges and agrees that Bureau Veritas Certification may transfer audit reports to accreditation bodies and/or scheme owners in order to comply with applicable legal or regulatory requirements, such audit reports including personal data of Client's employees, contractors, business partners and/or clients.

## 14. LIMITATION OF LIABILITY

14.1 This clause 14 sets out the entire financial liability of Bureau Veritas Certification (including any liability for the acts or omissions of its Affiliates, and their respective employees, directors, officers, agents, consultants, and subcontractors), to the Client in respect of the Services, the Certificate of Approval and/or the Reports, any breach of the Agreement, any use made by the Client of the Services, the Certificate of Approval and/or the Reports or any part thereof, and any representations, statements or tortious acts or omissions (including negligence) arising under or in connection with the Agreement.

14.2 Except as set out in clause 14.3 neither Party shall be liable to the other Party in any circumstances whatsoever for:

- (i) loss of business, or loss of use or loss of profit, loss of data, loss of earnings, loss of production, loss of value, decrease in earnings from any goods or property, loss of financial advantage, business interruption or downtime; or
- (ii) depletion of goodwill and/or similar losses; or
- (iii) loss of contract; or
- (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

14.3 Nothing in these General Conditions limits or excludes the liability of either Party:

- 14.3.1 for death or personal injury resulting from negligence; or
- 14.3.2 for any damage or liability incurred by the either Party as a result of fraud or fraudulent misrepresentation by the other Party; or
- 14.3.3 for any other loss which by law cannot be excluded or limited.

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Naročnik izrecno soglaša, da lahko Bureau Veritas Certification zaupa drugemu obdelovalcu (v nadaljevanju besedila: pod-obdelovalec) vse ali del dejavnosti, vključenih v obdelavo podatkov in da lahko Bureau Veritas Certification prenese osebne podatke izven Evropskega gospodarskega prostora ali držav, priznanih s strani Evropske komisije, da zagotavljajo ustrezno raven zaščite za opravljanje storitev.

Poleg tega se Bureau Veritas Certification zavezuje, da :

- bo Pod-obdelovalec zavezan z enakovrednimi pogodbenimi obveznostmi, kot so določene v tem členu (varstvo podatkov);
- Je sklenil pogodbo o prenosu osebnih podatkov, ki je bila določena na podlagi standardnih pogodbenih klavzul Evropske komisije z uvoznikom podatkov pred kakšnim koli mednarodnim prenosom osebnih podatkov;
- Bo ostal v celoti odgovoren za vsako kršitev tega člena (varstvo podatkov) in/ali zakona o varstvu podatkov, ki jo je storil pod-obdelovalec v okviru storitve.

Naročnik priznava in se strinja, da lahko Bureau Veritas Certification prenese poročila o presoji akreditacijskim organom in/ali lastnikom shem, da bi izpolnil veljavne zakonske ali regulatorne zahteve, takšna poročila o presoji, pa vključujejo osebne podatke naročnikovih zaposlenih, pogodbenikov, poslovnih partnerjev in/ali strank naročnika.

## 14. OMEJITEV ODGOVORNOSTI

14.1 Člen 14 določa celotno finančno odgovornost Bureau Veritas Certification (vključujoč kakršnokoli odgovornost za dejanja oz. opustitve svojih povezanih oseb in njihovih zaposlenih, direktorjev, uradnih oseb, agentov, svetovalcev in podizvajalcev) do naročnika v zvezi s storitvami, certifikatom in poročili, kakršnekoli kršitve pogodbe, kakršnekoli uporabe storitev, certifikatov oz. kateregakoli dela le tega s strani naročnika ali katere koli izjave, jamstva ali nedovoljenega dejanja ali opustitve (vključujoč malomarnost), ki bi nastalo po ali v zvezi s pogodbo.

14.2. Razen kakor je določeno v členu 14.3. nobena stranka ne bo odgovorna drugi stranki v nobenih okoliščinah za:

- (i) izgubo poslovanja ali izgubo uporabe ali izgubo dobička, izgubo podatkov, izgubo prihodkov, izgubo proizvodnje, izgubo vrednosti, zmanjšanje prihodkov od prodaje kateregakoli blaga ali lastnine, izgubo finančne prednosti, prekinitve poslovanja ali začasne ustavitve proizvodnje ali
- (ii) okrnitev dobrega imena in/ali podobne izgube ali
- (iii) izgubo pogodb ali
- (iv) kakršno koli posebno, posredno, posledično ali čisto ekonomsko izgubo, stroške, škodo, dajatev in odhodke ; in

14.3. Nič v teh splošnih pogojih ne omejuje ali izključuje odgovornosti katerekoli stranke:

- 14.3.1. za smrt ali telesno poškodbo kot posledico malomarnosti;
- 14.3.2. za škodo ali odgovornost, ki jih utrpí katerakoli stranka kot posledico prevare ali namernega zavajanja s strani druge stranke;
- 14.3.3. za vsako drugo škodo, za katero odgovornosti skladno z veljavno zakonodajo ni mogoče izključiti.

14.4. Ne glede na določilo 14.1. je celotna obveznost Bureau Veritas Certification in z njo povezanih oseb, njihovih zaposlenih, poslovođij, vođilnih delavcev, agentov, svetovalcev in podizvajalcev iz naslova pogodbene in nepogodbene odškodninske odgovornosti (primeroma



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- 14.4 Without prejudice to clause 14.1, the total aggregate liability of Bureau Veritas Certification and its Affiliates, and their respective employees, directors, officers, agents, consultants, and subcontractors, in contract, delict (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Certificate of Approval, the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Client to Bureau Veritas Certification in respect of the Services that give rise to Bureau Veritas Certification's liability to the Client.
- 14.5 The Client hereby indemnifies Bureau Veritas Certification and its Affiliates, and their respective employees, directors, officers, agents, consultants, and subcontractors, and holds them harmless against all and any claims, damages, expenses, liabilities, losses costs and/or expenses (including legal fees) of any nature whatsoever (including, but not limited to, negligence and gross negligence) arising from:
- 14.5.1 any act, omission, default, breach of contract or negligence of the Client, its agents, subcontractors, consultants or employees;
- 14.5.2 any claim by a third party in connection with the Services, Certificate of Approval and/or the Reports, including, without being limited to, where a Certificate of Approval and/or the Report is disclosed in full or in part to the third party with the consent of Bureau Veritas Certification; and
- 14.5.3 any claim by a third party relating to the performance, purported performance or non-performance of any Services, to the extent that the aggregate of such claims exceeds the limitation of liability set out in clause 14.4.

## 15. FORCE MAJEURE

- 15.1 For the purpose of this clause 15, "Force Majeure" shall mean any event or circumstance, the occurrence of which is beyond the reasonable control of the claiming Party, which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation, including (without limitation):
- acts of war (whether declared or not) or terrorism, armed conflict, civil unrest, insurrection or riot (or the specific threats of such acts or events), blockade, embargo, riot, sabotage, malicious damage, acts of terrorism or the specific threats of such acts or events, or conditions attributable to such acts or events;
  - strike, work slowdown, lockout or other industrial disturbance or labour dispute (whether involving the workforce of the Party so prevented or of any other Party), or default of suppliers or of subcontractors;
  - epidemics or pandemics;
  - forces of nature and natural disasters, fire, earthquake, cyclone, hurricane, flood, drought, lightning, storms, storm warnings, navigational and maritime perils, or other acts of God;
  - breakage, freezing, explosion, mechanical breakdown or other damage or malfunction resulting in the partial or complete shutdown of the facilities of the claiming Party;
  - industrial action or labour disturbances, currency restrictions, commercial restrictions, embargo, action or inaction of a government agency, including any changes in law, failure of a supplier, public utility or common carrier or a computer disruption;
  - a change in law, hindrance of government or other act or failure to act by any government claiming jurisdiction over the Agreement or the Parties.

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- a ne zgolj iz naslova malomarnosti, hude malomarnosti, zavajanja in kršitev zakonskih predpisov), povračil ali iz kateregakoli drugega naslova posredno ali neposredno povezanega z izvajanjem storitev po pogodbi, certifikati, poročili, izvajanjem ali nameravanim izvajanjem pogodbenih obveznosti omejena na višino plačil plačanih ali plačljivih s strani naročnika Bureau Veritas Certification za storitve, ki so podlaga za odgovornost Bureau Veritas Certification do naročnika.
- 14.5. Naročnik odveže odgovornosti in odškoduje Bureau Veritas Certification in njegove povezane osebe in njihove zaposlene, direktorje, uradne osebe, agente, izvajalce in podizvajalce in jih varuje in prevzame odgovornost pri vseh in kakršnihkoli zahtevkih, odškodninah, stroških, dajatvah, obveznostih, izgubah in ali ostalih izdatkih ali stroških (vključujoč pravne stroške), vključujoč vendar neomejeno na malomarnost in hudo malomarnost, ki bi nastali iz :
- 14.5.1. kakršnegakoli dejanja, opustitve, kršitve, zamude, kršitve pogodbe ali malomarnosti naročnika, njegovih agentov, podizvajalcev, svetovalcev in zaposlenih;
- 14.5.2. kakršnega koli zahtevka tretje osebe v povezavi s storitvami, certifikatom in poročili vključno vendar neomejeno na situacije, ko je bil certifikat ali poročilo predloženo v celoti ali delno tretji osebi s soglasjem Bureau Veritas Certification; in
- 14.5.3. kakršnega koli zahtevka tretje osebe v zvezi z izvedbo, načrtovano izvedbo ali neizvedbo katerekoli storitve v obsegu v katerem skupni znesek takšnih zahtevkov presega omejitev odgovornosti določeno v členu 14.4.

## 15. VIŠJA SILA

- 15.1. Za potrebe tega člena 15. pomeni višja sila katerikoli dogodek ali okoliščino katere nastanek je izven razumnega nadzora stranke, katerega nastanek ni bilo mogoče preprečiti ali se mu izogniti s strani stranke, ki tak dogodek zatrjuje ob uporabi razumnega predvidevanja, planiranja in implementacije, vključujoč (vendar neomejeno):
- dejanja vojne (z razglasom ali brez) ali terorizma, oboroženega spopada, civilne nepokorščine, vstaje ali neredov (ali specifičnih groženj takšnih dejanj ali dogodkov), blokade, embarga, upora, sabotaže, naklepne škode, dejanja terorizma ali specifične grožnje takšnega dejanja ali dogodka ali okoliščin, ki se pripisuje takšnim dejanjem ali dogodkom;
  - stavka, upočasnitev dela, začasna odstranitev ali druge motnje v proizvodnji ali delovni spori (če vključujejo delovno silo stranke, ki zatrjuje tak dogodek ali katere druge stranke) ali kršitev s strani dobaviteljev ali podizvajalcev;
  - epidemije ali pandemije;
  - nepredvideni dogodki naravnih sil in naravne katastrofe, požari, potresi, cikloni, orkani, hurikani, poplave, suše, udari strele, nevihte, opozorila pred nevihtami, navigacijske in pomorske nevarnosti, ali drugi naravne nesreče;
  - poškodbe, lomi, zmrzal, eksplozije, mehanske okvare ali druga škoda ali nepravilno delovanje, ki izhaja iz delnega ali celotnega zaprtja zmogljivosti naprav stranke, ki zatrjuje tak dogodek;
  - kolektivni ukrepi ali delovni nemiri, omejitve valute, komercialne omejitve, embargo, akcija ali opustitev vladnih služb, vključujoč spremembe prava, napake dobavitelja, nosilca javne infrastrukture, in splošnega prevoznika ali motnje računalniškega omrežja;
  - sprememba zakona, vladne ovire ali druga dejanja ali opustitev katerekoli vlade pristojne države, pod katere zakonsko pristojnost spada pogodba ali stranke.



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- 15.2 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party):
- 15.2.1 that Party must immediately notify the other Party in writing, giving reasonably full particulars of the Force Majeure and an estimate of its likely duration;
- 15.2.2 use all possible diligence to remove or mitigate the effects of such Force Majeure as soon as reasonably possible; and
- 15.2.3 the obligations under the Agreement shall be suspended to the extent that the obligations are affected by such Force Majeure and for so long as the Force Majeure continues.
- 15.3 On the cessation of the Force Majeure, the claiming Party must immediately give written notice to the other Party of such cessation and resume performance of the obligations suspended as a result of the Force Majeure.
- 15.4 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure.
- 15.5 If the disability continues for a continuous period of more than 15 (fifteen) days from the date the claiming Party gave written notice under clause 15.2, then either Party shall be entitled (but not obliged) to terminate this Agreement, or any part thereof, immediately on written notice to the other Party and, subject to the provisions of this Agreement, neither Party shall have a claim against the other Party as a result of such termination.
- 16. TERMINATION**
- 16.1 Bureau Veritas Certification may terminate the Agreement at any time and for any reason, without incurring any liability to the Client, by giving a minimum of 30 (thirty) days' written notice to the Client, or such other period as may be reasonable in Bureau Veritas Certification's sole opinion in the circumstances.
- 16.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement, without liability to the other Party, immediately on written notice to the other Party if
- 16.2.1 fails to pay any amount due under the Agreement on the due date for payment and remains in default for 10 (ten) days after being notified in writing to make such payment;
- 16.2.2 commits a material breach of the Agreement and (if such breach is capable of being remedied) fails to remedy such breach within 10 (ten) days after being notified in writing of the breach;
- 16.2.3 repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- 16.2.4 becomes unable to pay its debts as and when they become due;
- 16.2.5 becomes insolvent or enters receivership (for financial or other reasons) or judicial management, or commences insolvency or business rescue proceedings;
- 16.2.6 assigns or transfers any right or obligations under the Agreement, other than as authorised under this Agreement;
- 16.2.7 suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business.
- 16.3 On termination of the Agreement for any reason:

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- 15.2. Če je v posledici višje sile stranka ni zmožna opraviti storitev po tej pogodbi delno ali v celoti (razen obveznosti plačila, zneskov dolgovani drugi stranki):
- 15.2.1. mora ta stranka nemudoma v pisni obliki obvestiti drugo stranko in navesti vse razumne podrobnosti višje sile in oceno njenega trajanja;
- 15.2.2. uporabiti vso mogočo skrbnost da odstrani ali ublaži posledice takšne višje sile kakor hitro je to razumno mogoče; in
- 15.2.3. obveznosti po pogodbi bodo odložene v obsegu v katerem na te obveznosti vpliva višja sila in za toliko časa dokler traja višja sila.
- 15.3. Ob prenehanju višje sile mora stranka, ki jo zatrjuje, nemudoma posredovati pisno obvestilo o prenehanju višje sile drugi stranki in nadaljevati z opravljanjem obveznosti, ki so bile odložene v posledici višje sile.
- 15.4. Nobena stranka ni odgovorna za škodo ali izgubo, ki nastane kot posledica zamude pri izpolnjevanju obveznosti ali neizpolnitve obveznosti kot posredna ali neposredna posledica višje sile.
- 15.5. V kolikor traja takšna onesposobljenost več kot 15 (petnajst) dni od dneva, ko je stranka, ki višjo silo zatrjuje, posredovala pisno obvestilo skladno s členom 15.2., ima druga pogodbená stranka pravico odstopiti od pogodbe ali dela pogodbe nemudoma po pisnem obvestilu drugi stranki in v skladu z določbami pogodbe nobena stranka ne bo imela zahtevka zoper drugo stranko kot posledico takšne odpovedi.
- 16. PREKINITEV POGODBE**
- 16.1. Bureau Veritas Certification lahko odpove pogodbo kadarkoli in iz kakršnega koli razloga, ne da bi utrpela kakršno koli odgovornost do naročnika, z najmanj 30 dnevni odpovednim rokom s pisnim obvestilom naročniku ali v drugem razumnem roku za Bureau Veritas Certification v danih okoliščinah.
- 16.2. Ne glede na ostale pravice in obveznosti, ki jih imata pogodbeni stranki, lahko katerakoli stranka odpove pogodbo brez nastanka dodatnih obveznosti nemudoma s pisno odpovedjo, če:
- 16.2.1. nasprotna stranka ne izvede plačila pod pogoji iz pogodbe niti v dodatnem deset (10)-dnevni roku od prejema dodatnega pisnega poziva za plačilo;
- 16.2.2. nasprotna stranka krši katerokoli določilo pogodbe in kršitve ne odpravi v roku deset (10) dni po tem, ko je bila pisno obveščena o kršitvi s strani druge pogodbene stranke;
- 16.2.3. večkratnih kršitev pogodbenih obveznosti nasprotne stranke, zaradi katerih je mogoče upravičeno domnevati, da nasprotna stranka ne namerava ali ne zmore spoštovati določil pogodbe;
- 16.2.4. nasprotna stranka postane nezmožna plačevati obveznosti ob njihovi zapadlosti;
- 16.2.5. v primeru uvedbe insolvenčnega postopka ali postopka prisilne poravnave (zaradi finančnih ali drugih razlogov) ali sodnega upravljanja ali uvedbe stečajnega postopka zoper nasprotno stranko;
- 16.2.6. če nasprotna stranka prenese ali odstopi katerekoli pravice ali obveznosti po pogodbi, razen, kot je dovoljeno s pogodbo;
- 16.2.7. če nasprotna stranka izjavi, da bo v celoti ali v bistvenem delu začasno ali trajno prenehala poslovati ali to dejansko stori.
- 16.3. Ob prekinitvi pogodbe iz kateregakoli razloga:
- 16.3.1. mora naročnik takoj plačati vse že izstavljené račune s strani Bureau Veritas Certification (ki bodo takoj zapadli) skupaj z obrestmi, če so natečene, in vse že opravljene storitve, za katere še ni bil izstavljen





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16.3.1 the Client shall immediately pay to Bureau Veritas Certification all of Bureau Veritas Certification's outstanding unpaid invoices (which shall become immediately due and payable) and interest, if any, on any outstanding sums and, in respect of Services supplied but for which no invoice has been submitted, Bureau Veritas Certification may submit an invoice, which shall be payable by the Client immediately on receipt thereof;

16.3.2 the accrued rights and liabilities of the Parties as at the termination and the continuation of any provision of the Agreement expressly stated to survive or implicitly surviving the termination shall not be affected.

16.4 On termination of the Agreement (however arising), clauses 11, 12, 13, 23 and 24 shall survive and continue in full force and effect.

### 17. NOTICES

17.1 Notices or other communications between the Parties in terms of the Agreement shall be validly sent by personal delivery, pre-paid registered post, facsimile or email to the addresses specified by the Parties in writing.

17.2 Such notices shall be deemed to be delivered (unless the contrary is proven):

17.2.1 if by way of pre-paid registered post, 7 (seven) days after the date of posting;

17.2.2 if by personal delivery, on the date of delivery;

17.2.3 if by way of facsimile, at the time of transmission, subject to confirmation of receipt;

17.2.4 if by way of email, after being received in readable form and after automatic electronic acknowledgment of receipt or confirmation of receipt by the recipient.

### 18. WAIVER

A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

### 19. SEVERANCE

If any provision of the Agreement (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part thereof) shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of the Agreement (or part thereof) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 20. ASSIGNMENT

20.1 The Client shall not, without the prior written consent of Bureau Veritas Certification, cede, assign, transfer, subcontract or deal in any manner with all or any of its rights or obligations under the Agreement.

20.2 The Client acknowledges that, and hereby expressly consents to, Bureau Veritas Certification at any time ceding, assigning, transferring, subcontracting or dealing in any manner with all or any of its rights or obligations under the Agreement

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račun in ga Bureau Veritas Certification izstavi naknadno s takojšnjo zapadlostjo;

16.3.2. prekinitve pogodbe ne vpliva na pridobljene pravice in obveznosti pogodbenih strank, kakor tudi ne na pogodbeno določila, za katera sta se pogodbeni stranki tako izrecno dogovorili ali jih sporazumno izvršujeta tudi po prenehanju pogodbe.

16.4. Ob prenehanju pogodbe (ne glede na razlog), členi 11, 12, 13, 23 in 24 teh splošnih pogojev ostanejo v polni veljavi in učinku.

### 17. OBVESTILA

17.1. Obvestila ali druge komunikacije med strankama vezane na pogodbo bodo veljavno poslani drugi stranki če bodo dostavljene osebno, poslani s priporočeno pošiljko, faksom ali elektronskim sporočilom na naslove strank, ki jih stranke določijo pisno.

17.2. Obvestila se bodo štela za dostavljena (razen če je dokazano nasprotno):

17.2.1. če so bila poslana s priporočeno pošiljko, 7 dni po datumu oddaje na pošto;

17.2.2. če so bila dostavljena osebno, na datum dostave;

17.2.3. če so bila poslana s faksom, ob času prenosa ob potrdilu prejema;

17.2.4. če so bila poslana z elektronskim sporočilom, po prejemu v berljivi obliki in po avtomatskem elektronskem obvestilu o prejemu ali potrdilu prejema s strani prejemnika.

### 18. ODPSTOP OD PRAVICE

Odstop od katerekoli pravice po pogodbi učinkuje le, če je v pisni obliki in se nanaša le na okoliščine za katere je podan. Nobena napaka ali zamuda s strani stranke, ki izvaja katerokoli pravico ali sredstvo po pogodbi ali po pravu, ne pomeni odstop od te ali katerekoli druge pravice ali sredstva niti ne omejuje ali onemogoča njenega nadaljnega izvajanja. Nikakršna posamična ali delna izvedba take pravice ali sredstva ne bo omejevala ali onemogočila izvajanja te (ali katerekoli druge) pravice ali sredstva.

### 19. SALVATORNA DOLOČBA

Če sodišče ali drugi pristojni organ ugotovi, da je katerakoli določba pogodbe (delno ali v celoti) neveljavna, nezakonita ali neizvršljiva, se bo štelo, da ta določba oz. njen del v obsegu, v katerem se to zahteva, ne predstavlja del pogodbe in ne vpliva na veljavnost in izvršljivost ostalih določb pogodbe. Če je ugotovljeno, da je določba pogodbe ali del določbe nezakonit, neveljaven ali neizvršljiv bo ta določba veljala z minimalno spremembo, ki je potrebna, da se zagotovi zakonitost, veljavnosti in izvršljivost te določbe.

### 20. ODPSTOP POGODBE

20.1. Naročnik ne bo brez predhodnega pisnega soglasja Bureau Veritas Certification odstopil, prenesel, oddal v podizvajanje ali na kakršenkoli način odstopil katerekoli ali vseh pravic in obveznosti po pogodbi.

20.2. Naročnik priznava in s tem izrecno soglašaja, da lahko Bureau Veritas Certification kadarkoli odstopi, prenese, da v podizvajanje ali na kakršenkoli način odstopi vse svoje pravice ali obveznosti po tej pogodbi.



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### 21. NO PARTNERSHIP

Nothing in the Agreement is intended or be deemed to constitute a partnership, joint venture, trust or association of any kind between the Parties, nor constitute either Party the agent of the other Party for any purpose. Neither Party shall have authority to bind the other Party in any manner whatsoever.

### 22. ENTIRE AGREEMENT

22.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the Services.

22.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.

### 23. GOVERNING LAW AND JURISDICTION

23.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of the Republic of Slovenia.

23.2 The Parties irrevocably agree on the jurisdiction of the competent court in Ljubljana.

23.3 General terms and conditions for certification services are written in Slovenian and English language. In the event of discrepancies the Slovenian wording shall prevail.

### 24. RIGHTS OF THIRD PARTIES

To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

### 25. MODIFICATIONS OF THE GENERAL CONDITIONS OF CERTIFICATION SERVICES

25.1 These general conditions of certification services invalidate and replace existing general and specific conditions of certification services.

25.2 Bureau Veritas Certification can at any time unilaterally modify General Conditions for Certification Services of Bureau Veritas Certification. Bureau Veritas Certification shall notify the Client regarding modification of General Conditions for Certification Services of Bureau Veritas Certification by publishing a notice and each time applicable wording of General Conditions for Certification Services of Bureau Veritas Certification on Bureau Veritas Certification website.

25.3 In case Client does not consent with the modifications of General Conditions for Certification Services of Bureau Veritas Certification, the Client can within thirty (30) days from publishing of changes terminate the agreement with a written notice and with three months' notice period. In any other case it shall be considered that Client consents to modification of General Conditions for Certification Services of Bureau Veritas Certification with modified wording becoming integral part of the agreement entered into by Client and Bureau Veritas Certification.

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### 21. NI DRUŽABNIŠTVA

Nič v tej pogodbi ni namenjeno oz. se ne bo štelo, da vzpostavlja partnerstvo, združenje, ustanovo ali povezavo kakršnekoli vrste med strankama niti ne pomeni, da katerakoli stranka nastopa v vlogi agenta druge stranke zaradi kateregakoli razloga. Nobena stranka nima pooblastila, da na kakršenkoli način zavezuje drugo stranko.

### 22. CELOVITOST POGODBE

22.1 Pogodba predstavlja celotni dogovor med pogodbenima strankama in nadomešča vse predhodne dogovore in sporočila med pogodbenima strankama v povezavi s predmetom pogodbe.

22.2 Vsaka stranka izjavlja in soglaša, da se pri sklepanju pogodbe ni zanašala in nima pravice do uporabe pravnih sredstev zaradi izjav, predstavitev, zagotovil in garancij (podanih v dobri veri ali malomarno) razen zaradi kršitve pogodbenih določil, izrecno določenih v pogodbi.

### 23. MERODAJNO PRAVO IN PRISTOJNOST SODIŠČA

23.1 Za pogodbo in te splošne pogoje ter za vsak spor ali zahtevek, ki izhaja iz ali je v zvezi s pogodbo, je merodajno slovensko pravo.

23.2 Stranki se dogovorita za krajevno pristojnost sodišča v Ljubljani.

23.3 Splošni pogoji za storitve certificiranja so napisani v slovenskem in angleškem jeziku. V primeru razlik velja slovensko besedilo.

### 24. PRAVICE TRETJIH OSEB

Kolikor je to dopustno skladno z določili veljavne zakonodaje, oseba, ki ni stranka te pogodbe, nima pravic na podlagi ali v povezavi s to pogodbo.

### 25. VELJAVNOST IN SPREMEMBE SPLOŠNIH POGOJEV

25.1 Ti splošni pogoji za storitve certificiranja v celoti nadomeščajo dosedanje Splošne in Specifične pogoje za storitve certificiranja, ki z objavo teh Splošnih pogojev prenehajo veljati.

25.2 Bureau Veritas Certification lahko kadarkoli enostransko spremeni določila Splošnih pogojev za storitve certificiranja. Bureau Veritas Certification obvesti naročnika o spremembi Splošnih pogojev z objavo obvestila in vsakokratnega besedila Splošnih pogojev za storitve certificiranja Bureau Veritas.

25.3 V kolikor se naročnik ne strinja s spremembami Splošnih pogojev za storitve certificiranja Bureau Veritas Certification lahko v roku 30 dni od objave sprememb odpove pogodbo s pisno odpovedjo ter s tri mesečnim odpovednim rokom. V nasprotnem primeru se šteje, da se naročnik s spremembami Splošnih pogojev za storitve certificiranja Bureau Veritas Certification strinja, in spremenjena oblika njihovega besedila predstavlja sestavni del sklenjene pogodbe med naročnikom ter Bureau Veritas Certification.