



## Commercial Terms and Conditions for Certification Services / Komercialni pogoji za storitve certificiranja

### 1. DEFINITIONS AND INTERPRETATION

1.1 **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 as pre-agreed at a fixed rate or at the actual cost thereof.

### 2. FEES AND PAYMENT

2.1 In consideration for the provision of the Services by Bureau Veritas Certification, the Client will pay the Fees in accordance with this clause 2, unless otherwise agreed in writing between the Parties. The Fees are exclusive of all applicable taxes, unless stated otherwise.

2.2 Bureau Veritas Certification shall invoice Clients on delivery of the Services. Under no circumstances will the Certificate of Approval be released until full payment has been received by Bureau Veritas Certification.

2.3 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 thirty (30) days of the date of the invoice.

2.4 Without prejudice to any other right or remedy that Bureau Veritas Certification may have, if the Client fails to pay Bureau Veritas 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.

2.5 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.

2.6 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.

### 3. INITIAL DEPOSIT

3.1 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.

3.2 The payment of an initial deposit or advance payment in no way relieves the Client of timeous payment of any invoices.

### 1. OPREDELITEV POJMOV IN POJASNILA

1.1 **Cene** so cene, ki jih naročnik plača Bureau Veritas Certification za storitve, kot je določeno v zadevni naročilnici, ponudbi ali dogovorjenih pisnih navodilih, razen nastanitve, prehrane, dnevnic, potovanja in vseh drugih naključnih stroškov in izdatkov, ki bi nastali Bureau Veritas Certification v zvezi z izvajanjem storitev; le-ti se bodo zaračunali ločeno kot predhodno dogovorjeno po fiksnih zneskih ali po vsakokratnih dejanskih zneskih.

### 2. CENE IN PLAČILO

2.1 Ob upoštevanju določil, ki urejajo storitve, ki jih opravi Bureau Veritas Certification, bo naročnik plačal cene v skladu s tem členom 2, razen če je drugače pisno dogovorjeno med strankama. Cene storitev ne vključujejo predpisanih davkov razen če ni dogovorjeno drugače.

2.2 Bureau Veritas Certification naročniku izda račune ob dostavi storitev. Certifikat o odobritvi pod nobenim pogojem ne bo izdan, dokler Bureau Veritas Certification ne prejme celotnega plačila.

2.3 Naročnik bo plačal vsak veljaven račun, ki mu ga je izdal Bureau Veritas Certification v celoti in brez kompenzacije ali pobota v roku 30 dni od datuma računa.

2.4 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:

- zaračuna obresti na takšno vsoto od dneva zapadlosti za plačilo po mesečni stopnji 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.

2.5 Cene storitev ne vključujejo potnih stroškov, obrokov, nastanitve, dnevnic in drugih izdatkov, ki se obračunajo po vnaprej dogovorjeni vrednosti ali po dejanskih stroških.

2.6 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 da uveljavlja obresti, stroške izvršbe, pravne stroške ali katero koli drugo pravico ki mu jo daje zakon ali ta ali pogodba.

### 3. ZAČETNI POLOG

3.1 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.

3.2 Plačilo takšnega začetnega pologa oz. predplačila v nobenem primeru ne odveže naročnika pravočasnega plačila kateregakoli računa.



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### 4. YEARLY REVISION

- 4.1 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.
- 4.2 Notwithstanding clause 4.1, 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.

### 5. CANCELLATION, POSTPONEMENT OR RESCHEDULING OF THE SERVICES

- 5.1 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.
- 5.2 Any 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.
- 5.3 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.
- 5.4 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.

### 4. LETNE REVIZIJE

- 4.1 Bureau Veritas Certification si pridruže pravico, da vsako leto pregleda in spremeni svoje cene, in v vsakem primeru avtomatično po preteku triletnega obdobja; Najmanj bodo te cene prilagojene tako, da bodo upoštevale stopnjo inflacije, kakršno koli pomembno nihanje deviznih tečajev, stroškov dela ali stroškov, vsebovanih v veljavnih shemah certificiranja.
- 4.2 Ne glede na klavzulo 4.1 bo Bureau Veritas Certification upravičen zahtevati povečanje ali spremembo cen, če se pojavijo pogoji ali okoliščine, ki v času sklenitve sporazuma niso bile predvidljive ali niso bile pod razumnim nadzorom Bureau Veritas Certification, ali če naročnik zahteva kakršen koli odlog ali prestavitev storitev ali katerega koli dela storitve. Če naročnik noče sprejeti povišanih cen, si Bureau Veritas Certification pridruže pravico, da ne začne ali nadaljuje z zagotavljanjem storitev ali katerega koli dela predmetne pogodbe.

### 5. ODPOVED, ODLOG ALI SPREMEMBA URNIKA STORITEV

- 5.1 V kolikor naročnik želi odpovedati, odložiti ali spremeniti urnik začetka ali nadaljnega izvajanja storitev ali kateregakoli dela storitev mora naročnik o tem predhodno pisno 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.
- 5.2 Vsaka odpoved, odlog, ali preložitve storitev bo v vseh primerih upravičevala zahtevo Bureau Veritas Certification za polno plačilo cen za že opravljene storitve in vse stroške, ki jih ima Bureau Veritas Certification na dan odpovedi, odloga, ali preložitve ob predložitvi zadevnega računa Bureau Veritas Certification.
- 5.3 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.
- 5.4 Bureau Veritas Certification pod nobenim pogojem ne nosi odgovornosti za katerekoli zahtevke, stroške, škodo ali izgubo kakršnekoli vrste, ki bi kakorkoli nastala kot posledica naročnikove odpovedi, odloga ali spremembe urnika storitev ali dela storitev.