



Generic Terms and Conditions for Certification Services

Splošni pogoji za storitve certificiranja

1. DEFINITIONS AND INTERPRETATION

- 1.1.1 **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;
- 1.1.2 **Agreement** means Bureau Veritas Certification's acceptance of a completed Application Form, Proposal, or other instructions for Services from the Client. These General Conditions (as defined below) govern each agreement unless separate terms and conditions are agreed to in writing between the Client and Bureau Veritas Certification;
- 1.1.3 **Application 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;
- 1.1.4 **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 **General Conditions** means the (i) Generic Terms and Conditions for Certifications Services, (ii) Commercial Terms and Conditions for Certification Services and (iii) Technical Terms and Conditions for Certification Services;
- 1.1.8 **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;
- 1.1.9 **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;
- 1.1.10 **Services** means the certification services, covering audit and certification services against an appropriate recognized specification or part thereof, to be performed by Bureau Veritas Certification for the Client under the Agreement and as set out in the applicable Application Form, Proposal or any other written instructions, to the extent that any such other written instructions are accepted by Bureau Veritas Certification.

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.

1. DEFINICIJE IN INTERPRETACIJA

- 1.1.1 **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;
- 1.1.2 **Pogodba** pomeni s strani Bureau Veritas Certification prejeta in potrjeno ponudbo ali prejet in potrjen izpolnjen obrazec za naročilo storitev Bureau Veritas Certification ali potrditev drugih naročnikovih navodil. Ti splošni pogoji se nanašajo na vsako pogodbo med naročnikom ter Bureau Veritas Certification (kot definirano spodaj), v kolikor ne nasprotujejo izrecnim drugačnim pogojem, dogovorjenim med naročnikom ter Bureau Veritas Certification v pisni obliki.
- 1.1.3 **Vloga za certificiranje** pomeni standardni obrazec za storitev 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 ceniku.
- 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 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, naročniku ali dogovorjenih pisnih navodilih.
- 1.1.7 **Splošni pogoji** pomenijo (i) splošni pogoji za storitve certificiranja, (ii) komercialni pogoji za storitve certificiranja in (iii) tehnični pogoje za storitve certificiranja;
- 1.1.8 **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.
- 1.1.9 **Poročila** pomenijo vse dokumente in produkte, ki jih ustvari Bureau Veritas Certification v povezavi z izvajanjem storitev, razen certifikata;
- 1.1.10 **Storitve** pomenijo storitve certificiranja, ki vključujejo presojo in certifikacijske storitve v skladu z ustrezno priznano specifikacijo ali njenega dela, ki jih opravi Bureau Veritas Certification za naročnika po pogodbi in kot je določeno v veljavnem naročilu, ponudbi ali katerikoli drugih pisnih navodilih v obsegu, v katerem so takšna navodila sprejeta s strani Bureau Veritas Certification.

2. UPORABA SPLOŠNIH POGOJEV

- 2.1 Razen če ni drugače izrecno dogovorjeno v pisni obliki in podpisano s strani obeh pogodbenih strank, samo v obsegu, ki ga zahtevajo veljavni kogentni 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.



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- 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 Application Form or other document, govern the Agreement.
- 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 without the prior approval of the Client, and the Client hereby consents to such delegation. For the purposes of clause 6.1, the Client hereby consents to Bureau Veritas Certification disclosing any and all of the Confidential Information of the Client to such Affiliate, agent 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. COMMENCEMENT AND DURATION

- 3.1 The Services performed under the Agreement shall be provided by Bureau Veritas Certification to the Client from the date of validity of the agreement (refer to 1.1.2).
- 3.2 Subject to clause 11, the Services performed under the Agreement shall be supplied for the period as set out in the agreed Application 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.
- 3.3 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.

4. BUREAU VERITAS CERTIFICATION'S OBLIGATIONS

- 4.1 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.
- 4.2 Bureau Veritas Certification, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment, 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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- 2.2 V izogib dvomu, naročnikovi standardni splošni pogoji poslovanja, ki so priloženi ali se na njih sklicuje katerokoli naročilo ali drugi dokument, pod nobenimi pogoji ne veljajo za pogodbo.
- 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 soglaša s takim prenosom. Za namene člena 6.1. naročnik s tem soglaša, 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. ZAČETEK IN TRAJANJE

- 3.1 Storitve, opravljene v skladu s pogodbo, bo Bureau Veritas Certificiranje zagotovil naročniku od datuma veljavnosti pogodbe (glej 1.1.2).
- 3.2 Skladno s členom 11 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.
- 3.3 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.

4. OBVEZNOSTI BUREAU VERITAS CERTIFICATION

- 4.1 Bureau Veritas Certification bo s skrbnostjo in veščinami dobrega strokovnjaka, kot se pričakujejo 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.
- 4.2 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.



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- 4.3 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.
- 4.4 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.

5. CLIENT'S OBLIGATIONS

- 5.1 The Client must:
- 5.1.1 Co-operate with Bureau Veritas Certification in all matters relating to the Services; In particular in case of remote audit, the Client and Bureau Veritas Certification define the suitable ICT means (Information and Communication Technology) to ensure an efficient conduct of the audit and an appropriate level of confidentiality;
- 5.1.2 Provide, or cause its suppliers to provide, in a timely manner and at no charge, access and transportation to all necessary equipment, materials, facilities, documents, data, and personnel as required by Bureau Veritas Certification, its agents, and representatives, to perform the Services;
- 5.1.3 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;
- 5.1.4 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;
- 5.1.5 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 used in relation to the Services and conforms to all relevant and applicable standards or requirements;

- 4.3 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 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.
- 4.4 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 indirektna garancije ali zagotovila, vključno z zagotovitvijo 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.

5. OBVEZNOSTI NAROČNIKA

- 5.1 Naročnik se zavezuje:
- 5.1.1 Sodelovati z Bureau Veritas Certification v vseh zadevah, ki se nanašajo na storitve certificiranja. Zlasti v primeru presoje na daljavo naročnik in Bureau Veritas Certification opredelita ustrezna sredstva IKT (informacijska in komunikacijska tehnologija), da se zagotovi učinkovito izvajanje presoje in ustrezna raven zaupnosti;
- 5.1.2 Zagotoviti ali poskrbeti da njegovi dobavitelji v časovno sprejemljivem roku (pravčasno) 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;
- 5.1.3 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.
- 5.1.4 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;
- 5.1.5 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;



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- 5.1.6 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;
- 5.1.7 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
- 5.1.8 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. Bureau Veritas Certification shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from any prevention or delay of the Agreement by the Client;
- 5.1.9 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
- 5.2 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.
- 5.3 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 timely provide Bureau Veritas Certification with the relevant Client Information.

6. CONFIDENTIALITY

- 6.1 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;
- 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, in accordance with the applicable Trade Secrets Act.;
- 6.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information, which 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.
- 6.3 This confidentiality undertaking shall not apply to any information:
- 6.3.1 Which is publicly available or becomes publicly available through no act of the receiving Party;
- 6.3.2 Which was in the possession of the receiving Party prior to its disclosure;
- 6.3.3 Which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- 6.3.4 Which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- 6.3.5 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

- 5.1.6 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.
- 5.1.7 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;
- 5.1.8 Zagotoviti, da so takšne informacije v vseh pomembnih pogledih točne. Naročnikove podatke naročnik posreduje Bureau Veritas Certification vsaj dvajset (20) dni pred dogovorjenim datumom začetka vsake presoje. Bureau Veritas Certification ne odgovarja za nobene stroške, dajatve ali izgube, ki jih je utrpel naročnik ali so nastale naročniku, in sicer neposredno ali posredno zaradi kakršnega koli preprečevanja ali zamude pogodbe s strani naročnika.
- 5.1.9 Izvesti vse potrebne ukrepe za odstranitev ali preprečitev vseh ovir in motenj med izvajanjem storitve certificiranja.
- 5.2 Glede na to, da je Bureau Veritas Certification izvajalec storitev, se naročnik strinja, da Bureau Veritas Certification ne zagotavlja rezultata, temveč zgolj izvajanje storitev.
- 5.3 Bureau Veritas Certification si pridružuje pravico enostransko spremeniti ali podaljšati roke definirane v pogodbi ali preložiti začetek, če naročnik pravočasno ne dostavi Bureau Veritas Certification vse relevantne informacije naročnika.

6. ZAUPNOST

- 6.1 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.
- Zaupna informacija pomeni vse in vsako nejavno informacijo, ki jo je ena stranka razkrila drugi, vključujoč a ne omejeno na podatke, know-how, koncepte, navodila/ priročnike, poročila, specifikacije, poslovne skrivnosti, blagovne znamke, logotipi podjetja, ter vse ostale poslovne, komercialne, finančne, pravne, oglaševalske ali tehnične informacije, in sicer upoštevajoč veljavni Zakon o poslovni skrivnosti.
- 6.2 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.
- 6.3 Določba o zaupnosti iz prejšnje točke se ne nanaša na sledeče informacije:
- 6.3.1 ki so javno dostopne ali postanejo javno dostopne brez vpliva stranke, ki prejema informacije;
- 6.3.2 ki so že bile v posesti sprejemajoče stranke pred ponovnim razkritjem;
- 6.3.3 ki je bila razkrita sprejemajoči stranki preko tretje osebe, ki ni prejela te informacije pod obvezo tajnosti;
- 6.3.4 ki je bila neodvisno ugotovljena ali pridobljena s strani sprejemajoče stranke, brez uporabe tajnih informacij, ki ji je razkrila nasprotna pogodbeni stranka;
- 6.3.5 ki je bila razkrita v skladu z zakonskimi zahtevami, borznimi pravili ali pravnomočno sodbo, sklepom ali zahtevo sodišča ali druge pristojne osebe/institucije; ali



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- 6.3.6 Which is disclosed to an Affiliate of the receiving Party on a need to know basis.
- 6.4 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.
- 6.5 Notwithstanding the provision of clause 6, 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.
- 6.6 Notwithstanding the provision of clause 6, 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.

7. INTELLECTUAL PROPERTY

- 7.1 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 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.
- 7.2 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.
- 7.3 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its Affiliates.
- 7.4 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.
- 7.5 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

- 6.3.6 informacije, ki jih mora stranka razkriti povezani osebi za zagotovitev izpolnjevanja pogodbenih obveznosti, v nujno potrebnem obsegu.
- 6.4 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.
- 6.5 Ne glede na določbo člena 6, 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.
- 6.6 Ne glede na določbo člena 6, 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.

7. INTELKTUALNA LASTNINA

- 7.1 Intelektualna lastnina pomeni vse patente in druge pravice intelektualne lastnine, avtorske in sorodne pravice, blagovne znamke, logotipe, storitvene znamke, modele, firme, domene, pravice 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.
- 7.2 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.
- 7.3 Nobena stranka ne bo izpodbijala pravic intelektualne lastnine druge pogodbene stranke ter se bo vzdržala vseh aktivnosti, ki bi lahko zmanjšale potencialno vrednost intelektualne lastnine druge pogodbene stranke ali z njo povezanih oseb.
- 7.4 Naročnik ne bo uporabljal firme, storitvene znamke, blagovne znamke ter avtorskih pravic Bureau Veritas Certification, razen izključno v obsegu, za katerega naročnik pridobi predhodno pisno soglasje Bureau Veritas Certification ter zgolj na način, ki ga določi Bureau Veritas Certification.
- 7.5 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 pravici intelektualne lastnine ali znanju, razvitem in uporabljenem pri izvajanju storitev in izdaji certifikata in poročil. Vse te pravice ostanejo v izključni lasti Bureau Veritas Certification.



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8. 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.

8.1 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 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.

8.2 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;

8. VAROVANJE PODATKOV

Obe pogodbeni stranki se zavezujeta, 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.

8.1 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 presoje in preiskav, ki jih izvaja naročnik, ali katera koli tretja stran, ki deluje v njegovem imenu, ali katerega koli pristojnega organa za varstvo podatkov.

8.2 Obveznosti obelovalca podatkov

Bureau Veritas Certification bo:

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



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- 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.

8.3 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.

8.4 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 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;

8.5 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:

- 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.

8.3 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.

8.4 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 izvedel 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.

8.5 Pod-obdelava in čezmejni prenos

Naročnik izrecno soglašaja, 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:



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- The Sub-Processor will be bound by equivalent contractual obligations as those set forth in clause 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 as audit reports including personal data of Client's employees, contractors, business partners and/or clients.

9. LIMITATION OF LIABILITY

- 9.1 This clause 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 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, misrepresentations, statements or tortious acts or omissions (including negligence) arising under or in connection with the Agreement.
- 9.2 Except as set out in clause 9.3 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
- 9.3 Nothing in these General Conditions limits or excludes the liability of either Party:
- (i) for death or personal injury resulting from negligence; or
 - (ii) for any damage or liability incurred by the either Party as a result of fraud or fraudulent misrepresentation by the other Party; or
 - (iii) for any other loss which by law cannot be excluded or limited.
- 9.4 Without prejudice to clause 9.1 or 9.3 the total aggregate liability of Bureau Veritas Certification and its Affiliates, and their respective employees, directors, officers and agents, in contract, tort (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.
- 9.5 The Client hereby indemnifies Bureau Veritas Certification and its Affiliates, and their respective employees, directors, officers, and agents, 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:

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- 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 kakršnim 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.

9. OMEJITEV ODGOVORNOSTI

- 9.1 Ta člen 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 oz. napačne predstavitve, jamstva ali nedovoljenega dejanja ali opustitve (vključujoč malomarnost), ki bi nastalo po ali v zvezi s pogodbo.
- 9.2 Razen kakor je določeno v členu 9.3. 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, prekinitev poslovanja aličasne ustavitve proizvodnje ali;
 - (ii) okrnitev dobrega imena in/ali podobne izgube, ali;
 - (iii) izgubo pogodbe, ali;
 - (iv) kakršno koli posebno, posredno, posledično ali čisto ekonomsko izgubo, stroške, škodo, dajatev in odhodek; in
- 9.3 Nič v teh splošnih pogojih ne omejuje ali izključuje odgovornosti katerekoli stranke:
- (i) za smrt ali telesno poškodbo kot posledico malomarnosti;
 - (ii) za škodo ali odgovornost, ki jih utрпи katerakoli stranka kot posledico prevare ali namernega zavajanja s strani druge stranke;
 - (iii) za vsako drugo škodo, za katero odgovornosti skladno z veljavno zakonodajo ni mogoče izključiti ali omejiti.
- 9.4 Ne glede na določilo 9.1. ali 9.3 je celotna obveznost Bureau Veritas Certification in z njo povezanih oseb, njihovih zaposlenih, poslovodij, vodilnih delavcev, agentov, svetovalcev in podizvajalcev iz naslova pogodbene in nepogodbene odškodninske odgovornosti (vključujoč vendar ne omejeno na primere 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 nameranim 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.
- 9.5 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, dajavah, obveznostih, izgubah in ali ostalih izdatkih ali stroških kakršne koli narave (vključujoč pravne stroške), vključujoč vendar ne omejeno na malomarnost in hudo malomarnost, ki bi nastali iz:



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- 9.5.1 Any act, omission, default, breach of contract or negligence of the Client, its agents or employees;
- 9.5.2 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;

10. FORCE MAJEURE

For the purpose of this clause "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):

Are considered as Force majeure, any compelling, insuperable and unpredictable event and independent of the will of one, or other of the Parties resulting in the impossibility to achieve or continue the Services.

- 10.1 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):
- 10.1.1 The Force Majeure shall be immediately notified by the Claiming Party to the other in writing causes, and in demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;
- 10.1.2 The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing, in order to perform the Service.
- 10.2 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.
- 10.3 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 10.1, 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.

11. TERMINATION

- 11.1 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.
- 11.2 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 the other Party:
- 11.2.1 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;
- 11.2.2 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;
- 11.2.3 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;
- 11.2.4 Becomes unable to pay its debts as and when they became due;

- 9.5.1 kakršnegakoli dejanja, opustitve, kršitve, zamude, kršitve pogodbe ali malomarnosti naročnika, njegovih agentov, podizvajalcev, svetovalcev in zaposlenih;
- 9.5.2 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.

10. VIŠJA SILA

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):

Kot višja sila se šteje vsak prepričljiv, nepremagljiv in nepredvidljiv dogodek, ki je neodvisen od volje ene ali druge pogodbenne stranke, zaradi katerega ni mogoče doseči ali nadaljevati storitev.

- 10.1 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):
- 10.1.1 Pogodbenica, ki uveljavlja višjo silo mora o tem nemudoma pisno obvestiti drugo stranko, in navesti razloge ter dokazati skrbnost in ukrepe, ki jih je podvzela za odstranitev ali ublažitev učinkov višje sile;
- 10.1.2 Obveznosti po pogodbi bodo odložene do prenehanja višje sile, o čemer bo poslano pisno obvestilo, da se storitve lahko izvedejo.
- 10.2. 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.
- 10.3 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 10.1. ima druga pogodbenica 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.

11. PRENEHANJE POGODBE

- 11.1 Bureau Veritas Certification lahko odpove pogodbo kadarkoli in iz kakršnega koli razloga, ne da bi bila kak koli odgovorna do naročnika, z najmanj 30 dnevno odpovednim rokom s pisnim obvestilom naročniku ali v drugem roku, ki je po mnenju Bureau Veritas Certification v danih okoliščinah razumen.
- 11.2 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:
- 11.2.1 nasprotna stranka ne izvede plačila pod pogoji iz pogodbe na dan zapadlosti niti v dodatnem deset (10)-dnevnom roku od prejema dodatnega pisnega poziva za plačilo;
- 11.2.2 nasprotna stranka bistveno krši pogodbo in (če je takšno kršitev mogoče odpraviti) kršitve ne odpravi v roku deset (10) dni po tem, ko je bila pisno obveščena o kršitvi s strani druge pogodbenne stranke;
- 11.2.3 nasprotna stranka večkrat krši pogodbene obveznosti, zaradi česar je mogoče upravičeno domnevati, da nasprotna stranka ne namerava ali ne zmore spoštovati določil pogodbe;
- 11.2.4 nasprotna stranka postane nezmožna plačevati obveznosti ob njihovi zapadlosti;



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- 11.2.5 Becomes insolvent or enters receivership (for financial or other reasons) or judicial management, or commences insolvency or business rescue proceedings;
- 11.2.6 Assigns or transfers any right or obligations under the Agreement, other than as authorised under this Agreement;
- 11.2.7 Suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business.
- 11.3 On termination of the Agreement for any reason:
- 11.3.1 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;
- 11.3.2 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.
- 11.4 On termination of the Agreement (however arising), clauses related to confidentiality, intellectual property, data protection, governing law and jurisdiction shall survive and continue in full force and effect.

12. 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.

13. ASSIGNMENT

- 13.1 The Client shall not, without the prior written consent of Bureau Veritas Certification, cede, assign, transfer or deal in any manner with all or any of its rights or obligations under the Agreement.
- 13.2 The Client acknowledges that, and hereby expressly consents to, Bureau Veritas Certification at any time ceding, assigning, transferring or dealing in any manner with all or any of its rights or obligations under the Agreement.

14. SEVERANCE

- 14.1 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.

15. ENTIRE AGREEMENT

- 15.1 The agreement constitutes the whole agreement between the parties and supersedes all previous agreements and communications between the Parties relating to the services.
- 15.2 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

- 11.2.5 če nasprotna stranka postane insolventna ali se nad njo uvede stečajni postopek (zaradi finančnih ali drugih razlogov) ali pridobi sodno postavljenega upravitelja ali se nad njo uvede postopek prisilne poravnave oz. drug postopek zaradi insolventnosti ali drug postopek reševanja gospodarskih družb v težavah;
- 11.2.6 če nasprotna stranka prenese ali odstopi katerekoli pravice ali obveznosti po pogodbi, razen, kot je dovoljeno s pogodbo;
- 11.2.7 če nasprotna stranka izjavi, da bo v celoti ali v bistvenem delu začasno ali trajno prenehala poslovati ali to dejansko stori.
- 11.3 Ob prekinitvi pogodbe iz kateregakoli razloga:
- 11.3.1 mora naročnik takoj plačati vse že izstavljenе 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 račun in ga Bureau Veritas Certification izstavi naknadno s takojšnjo zapadlostjo;
- 11.3.2 prenehanje 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.
- 11.4 Ob prenehanju pogodbe (ne glede na razlog), členi povezani z zaupnostjo, intelektualno lastnino, varstvom podatkov, merodajnim pravom in pristojnostjo sodišča ostanejo v polni veljavi in učinku.

12. 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 nadaljnjega izvajanja. Nikakršna posamična ali delna izvedba take pravice ali sredstva ne bo omejevala ali onemogočila izvajanja te (ali katerekoli druge) pravice ali sredstva.

13. ODPSTOP POGODBE

- 13.1 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.
- 13.2 Naročnik priznava in s tem izrecno soglaša, da lahko Bureau Veritas Certification kadarkoli odstopi, prenese, da v podizvajanje ali na kakršenkoli način odstopi vse svoje pravice ali obveznosti po tej pogodbi.

14. SALVATORNA DOLOČBA

- 14.1 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 izvršljivosti te določbe.

15. CELOVITOST POGODBE

- 15.1 Pogodba predstavlja celotni dogovor med pogodbenima Strankama in nadomešča vse predhodne dogovore in Sporočila med pogodbenima strankama v povezavi s predmetom pogodbe.
- 15.2 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.



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16. GOVERNING LAW AND JURISDICTION

- 16.1 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, notwithstanding any conflicts of laws rules that could require the application of any other law.
- 16.2 The Parties irrevocably agree that the courts of Ljubljana shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.

17. MODIFICATIONS OF THE GENERIC TERMS AND CONDITIONS OF CERTIFICATION SERVICES TOGETHER WITH COMMERCIAL TERMS AND CONDITIONS FOR CERTIFICATION SERVICES AND TECHNICAL TERMS AND CONDITIONS FOR CERTIFICATION SERVICES

- 17.1 These Generic Terms and Conditions for Certification Services together with Commercial Terms and Conditions for Certification Services and Technical Terms and Conditions for Certification Services invalidate and replace existing general and specific conditions of certification services.
- 17.2 Bureau Veritas Certification can at any time unilaterally modify Generic Terms and Conditions for Certification Services together with Commercial Terms and Conditions for Certification Services and Technical Terms and Conditions for Certification Services of Bureau Veritas Certification. Bureau Veritas Certification shall notify the Client regarding modification of Generic Terms and Conditions for Certification Services together with Commercial Terms and Conditions for Certification Services and Technical Terms and Conditions for Certification Services of Bureau Veritas Certification by publishing a notice and each time applicable wording of Generic Terms and Conditions for Certification Services together with Commercial Terms and Conditions for Certification Services and Technical Terms and Conditions for Certification Services of Bureau Veritas Certification on Bureau Veritas Certification website.

In case Client does not consent with the modifications of Generic Terms and Conditions for Certification Services together with Commercial Terms and Conditions for Certification Services and Technical Terms and 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 Generic Terms and Conditions for Certification Services together with Commercial Terms and Conditions for Certification Services and Technical Terms and 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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16. MERODAJNO PRAVO IN PRISTOJNOST SODIŠČA

- 16.1 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, ne glede na kakršna koli kolizijska pravila, ki bi lahko zahtevala uporabo katerega koli drugega prava.
- 16.2 Stranki se dogovorita za krajevno pristojnost sodišča v Ljubljani z izključno pristojnostjo za reševanje sporov ali zahtevkov, ki izhajajo iz pogodbe ali v povezavi s pogodbo ali njeno vsebino.

17. VELJAVNOST IN SPREMEMBE SPLOŠNIH POGOJEV ZASTORITVE CERTIFICIRANJA SKUPAJ S KOMERCIALNIMI POGOJI ZA STORITVE CERTIFICIRANJA IN TEHNIČNIMI POGOJI ZA STORITVE CERTIFICIRANJA

- 17.1 Ti splošni pogoji za storitve certificiranja skupaj s komercialnimi pogoji za storitve certificiranja in tehničnimi pogoji za storitve certificiranja v celoti nadomeščajo dosedanje Splošne pogoje za storitve certificiranja, ki z objavo teh Splošnih pogojev prenehajo veljati.
- 17.2 Bureau Veritas Certification lahko kadarkoli enostransko spremeni določila splošnih pogojev za storitve certificiranja skupaj s komercialnimi pogoji za storitve certificiranja in tehničnimi pogoji za storitve certificiranja. Bureau Veritas Certification obvesti naročnika o spremembi splošnih pogojev za storitve certificiranja skupaj s komercialnimi pogoji za storitve certificiranja in tehničnimi pogoji za storitve certificiranja z objavo obvestila in vsakokratnega besedila splošnih pogojev za storitve certificiranja skupaj s komercialnimi pogoji za storitve certificiranja in tehničnimi pogoji za storitve certificiranja za storitve certificiranja Bureau Veritas.

V kolikor se naročnik ne strinja s spremembami splošnih pogojev za storitve certificiranja skupaj s komercialnimi pogoji za storitve certificiranja in tehničnimi pogoji 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 skupaj s komercialnimi pogoji za storitve certificiranja in tehničnimi pogoji za storitve certificiranja Bureau Veritas Certification strinja, in spremenjena oblika njihovega besedila predstavlja sestavni del sklenjene pogodbe med naročnikom ter Bureau Veritas Certification.