

<p>LUKA KOPER, pristaniški in logistični sistem, delniška družba, Vojkovo nabrežje 38, 6501 KOPER, ki jo zastopata predsednik uprave delniške družbe Boštjan Napast in članica uprave Nevenka Kržan, kot NAROČNIK Identifikacijska številka: SI89190033 Matična št.: 5144353000</p>	<p>LUKA KOPER, pristaniški in logistični sistem, delniška družba (Port of Koper, Port and Logistic System PLC), Vojkovo nabrežje 38, 6501 KOPER, represented by the Management Board President Boštjan Napast and MB Member Nevenka Kržan, as the CONTRACTING AUTHORITY VAT Identification No.: SI89190033 Registration No.: 5144353000</p>
in	And
<p>Tagros – popravilo in servisiranje vozil, delovnih strojev in naprav d.o.o., Vojkovo nabrežje 38, 6000 Koper, ki ga zastopa direktor Sandi Rojc, kot IZVAJALEC Identifikacijska številka: SI34308172 Matična št.: 5838479000</p>	<p>Tagros – popravilo in servisiranje vozil, delovnih strojev in naprav d.o.o., Vojkovo nabrežje 38, 6000 Koper, represented by director Sandi Rojc, as the CONTRACTOR VAT Identification No.: SI34308172 Registration No.: 5838479000</p>
sklepata naslednjo	have concluded this
<p style="text-align: center;">POGODBO št. JN 96/2022/ 45-184885</p>	<p style="text-align: center;">CONTRACT No. JN 96/2022/ 45-184885</p>
<p style="text-align: center;">1. člen</p> <p>Predmet te pogodbe sta popravilo manipulatorjev MNP 19 za projekt »POPRAVILI MANIPULATORJEV MNP 103 IN MNP 19« na podlagi javnega naročila JN 96/2022.</p> <p>Popravilo zajema:</p> <ul style="list-style-type: none"> - Sklop 2: Popravilo manipulatorja MNP 19 (Popravilo menjalnika). <p>Vsebina in obseg del in materialov, ki so predmet te pogodbe je podana v ponudbi z dne 1. 12. 2022, ki je priloga št. 1 (v nadaljnjem besedilu: ponudba) in sestavni del te pogodbe. V primeru neskladja med pogodbo, razpisno dokumentacijo in ponudbo se upoštevajo določila te pogodbe.</p> <p>Izvajalec se delo zaveže izvesti skladno s:</p> <ul style="list-style-type: none"> - to pogodbo, - specifikacijo naročila, - ponudbo izvajalca z dne 1. 12. 2022, - razpisno dokumentacijo in njenimi prilogami, - predpisi, standardi in zakonodajo. 	<p style="text-align: center;">Article 1</p> <p>The subject matter hereof is the repair of Reachstackers MNP 19 for the Project »POPRAVILI MANIPULATORJEV MNP 103 IN MNP 19«, based on public tender JN 96/2022.</p> <p>The repair includes:</p> <ul style="list-style-type: none"> - Lot 2: Repair of Reachsteacher MNP 19 (Transmission repaire) <p>The content and scope of Works and Materials hereunder is defined in the Offer of (date) 1st of December, 2022 enclosed hereto as Enclosure no. 1 (hereinafter: the Offer) and is an integral part of this Contract. In the event of discrepancy between the Contract, the Tender Documentation and the Offer, the provisions of this Contract shall prevail.</p> <p>The Contract undertakes to perform the works hereunder in compliance with</p> <ul style="list-style-type: none"> - this Contract, - Order Specification, - Contractor's Offer of (date) 1st of December, 2022, - Tender Documentation and the enclosures thereto, - Regulations, standards and legislation.

<p style="text-align: center;">2. Člen</p> <p>Skupna vrednost vseh del, opreme in materialov iz 1. člena te pogodbe je določena na osnovi priložene ponudbe in znaša:</p> <p style="text-align: center;">26.150,00 EUR z besedo: šestindvajsettisočstopetdeset00/100 EUR</p> <p>Pogodbena cena je neto cena brez davka na dodano vrednost. Na navedenò pogodbeno vrednost izvajalec obračuna naročniku ob izstavitvi računa DDV v skladu z veljavno zakonodajo.</p> <p>V pogodbeno ceno so všteti tudi vsi stroški transporta in dostave v LUKO KOPER, ter montaža. Naročnik je dolžan plačati zgolj pogodbeno ceno.</p> <p>Predmeti te pogodbe morajo biti iz novih materialov, pri čemer izvajalec zagotavlja, da bodo materiali opremljeni z izjavo o skladnosti »CE« oz. potrdilom porekla iz EU ter ustrezajo vsem veljavnim standardom v Republiki Sloveniji in tehničnim specifikacijam ter vsem standardom glede varnosti in varstva pri delu.</p>	<p style="text-align: center;">Article 2</p> <p>The value of all works, equipment and materials specified in Art. 1 hereof has been set on the basis of the Offer attached hereto and amounts to</p> <p style="text-align: center;">26,150.00 EUR in words: twentysixthousandonehundredfifty00/100 EUR.</p> <p>The contracted price is understood as the net amount, exclusive of Value Added Tax. Upon issue of invoice, the Contractor shall account the applicable VAT to the Contracting Authority, in accordance with the provisions of the law.</p> <p>The agreed contract price includes all the costs of transport and delivery to the PORT OF KOPER, and assembly. The Contracting Authority shall pay only the Contract Price.</p> <p>The objects (products) hereunder shall be produced from new materials, and the Contractor shall warrant that the materials used shall bear the »CE« mark - Conformity Declaration or the certificate of EU-origin, respectively, and shall be compliant with all applicable standards of the Republic of Slovenia and with all the technical specifications, as well as satisfy all the standards of occupational health and safety.</p>
<p style="text-align: center;">3. Člen</p> <p>Izvajalec izjavlja in se zavezuje:</p> <ul style="list-style-type: none"> - da je pred oddajo ponudbe preučil vso dokumentacijo, je z njeno vsebino seznanjen in nima dodatnih vprašanj, vezanih na predmet izvedbe del, - delo opraviti solidno in kvalitetno s skrbnostjo dobrega strokovnjaka ter v skladu z določbami te pogodbe, pravili stroke, strokovno usposobljenim osebjem in v skladu z zakonskimi predpisi in veljavnimi standardi ter tako, da so metode za doseg rezultata izključno na strani izvajalca, - delo opraviti tako, da ne bo ogrožen ali moten delovni proces pri naročniku, - da za skladiščenje materiala, potrebnega za izvedbo del iz te pogodbe, izvajalec ne bo zasedal površin naročnika, na katerih se izvajajo delovni procesi naročnika, brez 	<p style="text-align: center;">Article 3</p> <p>The Contractor declares and undertakes</p> <ul style="list-style-type: none"> - to have studied the entire documentation before submitting the Offer, be acquainted with the contents and to have no further questions on the subject matter of execution of works, - to perform the work on the required quality level, with the due care and diligence of a responsible professional, in accordance with this Contract and with legal regulations and applicable standards, as well as in line with the professional practice, employing qualified personnel and ensuring that the approach /methods applied to achieve the required result be exclusively on the part of the Contractor;

<p>njegovega izrecnega soglasja, naročnik za zastoje iz tega naslova ne bo priznal nobenih dodatnih stroškov ali podaljševanja rokov,</p> <ul style="list-style-type: none"> - da bodo vgrajeni materiali in oprema brez stvarnih in pravnih napak in bodo ustrezali predpisom in standardom, ki veljajo v Republiki Sloveniji, in vgrajevati izključno materiale, ki so predvideni s tehničnimi pogoji naročila, v nasprotnem bo nemudoma odstranil neustrezen material in/ali saniral neustrezno izvedeno delo na način, ki bo zadovoljeval pravilom stroke, - pred samim pričetkom izvedbe del predložiti naročniku na vpogled predpisana dokazila opreme in opis tehnologije izvedbe del, - pred prevzemom del izročiti naročniku vso potrebno dokumentacijo o kvaliteti izvedenih del, - samostojno skrbeti in izvajati na delovišču vse varnostne ukrepe tako za delavce kot za naprave in material po veljavni zakonodaji in skleniti z Luko Dogovor o zagotavljanju varnosti pri delu, požarne varnosti in varstva okolja na delovišču na področju LUKE, sicer za posledice opustitve prevzema popolno odgovornost, - da bo pred začetkom del delovišče označil s tablo delovišča in drugače uredil, v skladu z veljavnimi predpisi o urejanju in označevanju delovišč, ter morebitna nevarna dela prijavil Inšpektoratu RS za delo; - da bo pred začetkom del izdelal terminski plan in ga predložil investitorju, - da bo pred pričetkom del na podlagi pisne prošnje službi varovanja za svoje zaposlene in za zaposlene svojih podizvajalcev uredil dovolilnice za vstop na območje Luke, - da bo za vstop z osebnim vozilom na območje Luke plačal uporabo poti v PC v skladu z Luškim cenikom (https://luka-kp.si/slo/cenik-in-splosni-pogoji), - pri svojem delu spoštovati vsa pravila o redu, ki veljajo v Luki Koper d.d. (https://luka-kp.si/slo/varnost-v-pristaniscu), - da bo pred pričetkom del iz te pogodbe pridobil dokazilo o sklenjenem dogovoru o prevzemu odpadkov od pooblaščenega odstranjevalca odpadkov ter ga izročil naročniku oz. da bo predal odpadke v 	<ul style="list-style-type: none"> - to execute the works without causing any threat or disturbance to work process/ operations at the site in the Port of Koper; - For the storage of its materials supplied to the site in performance of the Contract, the Contractor shall not occupy the areas of the Contracting Authority in which the Port work process/ operations are carried out, unless the Contractor has obtained a prior consent from the Contracting Authority, who shall nevertheless refuse any additional cost or extension of delivery term to compensate for any backlog arising from such a limitation; - the materials built-in and the equipment supplied shall be free from factual and legal defects and shall fully comply with the regulations and standards applied in the Republic of Slovenia; the Contractor shall use exclusively such materials as specified by technical terms hereunder, otherwise the Contractor shall be required to remove any non-compliant materials and/or to remedy any non-compliant works as appropriate to satisfy the rules of profession; - Before the commencement of work, the Contractor shall submit the required certificates to prove the compliance of equipment, and a description of technology of work execution; - Before acceptance of delivery, to submit the entire documentation on the quality of executed works to the Contracting Authority, - on the construction site, the Contractor shall alone undertake and implement all the safety precautions for the labour and appliances /equipment and materials as required by the laws, and to make an agreement with Luka Koper on the provision of occupational health and safety, fire safety and environmental protection on the construction site in the Port of Koper Area, assuming full liability for any consequence resulting from an omission of duty on its part, - Before commencing work, the Contractor shall mark the site by an appropriate panel or otherwise, as provided by the applicable regulations on the required marking and operating of construction or other sites, and shall report any dangerous work to the Labour Inspectorate of the Republic of Slovenia; - to produce the time schedule of works before commencing any work, and to submit it to Investor for approval;
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>predelavo v skladu s Pooblastilom za oddajo odpadkov v obdelavo,</p> <ul style="list-style-type: none"> - da bo v celoti s popolno odgovornostjo poskrbel, da bo prevoz odpadkov izvedel pooblaščen prevoznik odpadkov in da bo ob podpisu pogodbe naročniku posredoval podatke o pooblaščenem prevozniku; - da bo po zaključku del odstranil z objekta in z delovišča ves odpadni material in embalažo po končanih delih, - kadarkoli omogočiti naročniku vpogled v izvajanje pogodbenih del in upoštevati njegova navodila o posameznih vprašanjih, - pri prevzemu predmeta pogodbe naročniku predati garancijo za odpravo napak v garancijskem obdobju, - sprotno obveščati naročnika o vseh okoliščinah, ki bi ovirale, otežile ali podražile realizacijo projekta. <p>Naročnik pooblašča in naroča izvajalcu, da v skladu s predpisi, ki urejajo ravnanje z odpadki, ki nastanejo pri delih, v njegovem imenu oddaja odpadke pooblaščenemu zbiralcu odpadkov oz. predelovalcu in ob oddaji vsake pošiljke odpadkov pridobi s strani naročnika elektronski evidenčni list, določen s predpisi, ki urejajo ravnanje z odpadki.</p> <p>Izvajalec je dolžan v zvezi z oddajo odpadkov iz naslova te pogodbe poravnati račun, izstavljen izvajalcu s strani pooblaščenega zbiralca in/ali predelovalca odpadkov.</p> <p>V kolikor bi izvajalec po tej pogodbi ne poravnal storitve oddaje odpadkov neposredno pooblaščenemu zbiralcu in/ali predelovalcu odpadkov, lahko to stori naročnik, pri čemer se poravnana vrednost te storitve odbije od pogodbene vrednosti po tej pogodbi. V ta namen se izvajalec s podpisom te pogodbe nepreklicno zavezuje, da bo podpisal ustrezne listine kot npr. asignacije oziroma da se ta pogodba že šteje za soglasje k podpisu asignacijskih listin.</p> <ul style="list-style-type: none"> - Če izvajalec ne ravna kot navedeno v tem členu, odgovarja naročniku za vso povzročeno škodo, skladno z določili OZ. 	<ul style="list-style-type: none"> - to apply in writing to the Security Service requesting to obtain permits to access the Port Area for its employees and the employees of its subcontractors before commencing any work, - when entering the Port Area, to pay the fee for the use of way to the PC according to the Rates of Luka Koper (see link https://luka-kp.si/slo/cenik-in-splosni-pogoji), - to observe all the order rules and regulations applicable in the Port of Koper/ Luka Koper d.d. in the course of work (see link https://luka-kp.si/slo/varnost-v-pristaniscu), - Before commencing any work hereunder, to acquire a proof of having concluded an agreement with an authorised disposer of waste regarding the collection and removal of waste, or to surrender such waste to an authorised recoverer of waste as stated in the Authorization to surrender the waste for processing /recovery, - to arrange for removal of the construction waste with an authorized disposer of waste, and inform the Contracting authority of such disposer (name, contact details) upon signing the Contract, where the Contractor shall assume full responsibility for removal; - After completion of works, to dispose all the waste material and packaging from the facility and from the site; - to allow the Contracting Authority any time to inspect the implementation of contracted works, and observe the instructions concerning individual issues; - Upon acceptance of the work/object hereunder, to submit to the Contracting Authority the Guarantee for the Elimination of Defects during the Defects Liability Period; - to keep the Contracting Authority currently informed on any circumstances that might impede, aggravate or increase the price of project implementation. <p>The Contracting Authority authorises and imposes on the Contractor, to surrender on behalf of the former, the waste generated from the work hereunder to the authorised waste disposer/ recoverer observing the regulations on waste handling, and upon surrendering each waste consignment, the Contractor shall obtain from the Contracting Authority an electronic record, as prescribed by the regulations governing waste handling and disposal.</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>In surrendering the waste hereunder, the Contractor shall settle the invoice issued to it by the Authorised Waste Collector and/or Waste Recoverer.</p> <p>Should the Contractor fail to pay for the waste surrendered to the Authorised Waste Collector and/or Waste Recoverer, then the Contracting Authority may settle it and deduct the amount paid from the contracted price hereunder. Consequently, the Contractor who has signed this Contract undertakes irrevocably to sign the required documents, such as the assignment deeds, or that this Contract shall be deemed as the Contractor's consent to sign the assignment deeds, as the case may be.</p> <p>If the Contractor fails to comply with this Article, he shall be liable to the Contracting Authority for all damage caused, in accordance with the provisions of the OZ.</p>
<p style="text-align: center;">4. Člen</p> <p>Izvajalec s podpisom te pogodbe potrjuje, da je seznanjen z definicijo pojma podizvajalec po ZJN-3.</p> <p>V kolikor izvajalec pri izvajanju naročila nastopa s podizvajalci, se zavezuje, da bo z njimi sklenil pogodbe, v katerih bo natančno določena vrsta in obseg dela ter cena za opravljene storitve. Eventuelna neposredna plačila podizvajalcem se uredijo v skladu s 94. členom ZJN-3.</p> <p>Izvajalec pri izvedbi predmetnega javnega naročila s podizvajalci jamči in se zaveže:</p> <ul style="list-style-type: none"> - da bodo njegovi podizvajalci dela opravljali vestno, pošteno, skladno z določili iz te pogodbe, projektne dokumentacije, veljavnimi zakonskimi predpisi ter pravili stroke, - da v razmerju do naročnika primarno prevzema skrb in odgovornost za podizvajalce glede izvedbe in kakovosti del, ki so predmet te pogodbe, - da bo v pogodbah, ki jih bo sklenil s podizvajalci, vnesel določila, na podlagi katerih bodo podizvajalci, v primeru če bodo od naročnika zahtevali neposredno plačilo terjatve, ki bi jo imeli do glavnega izvajalca v zvezi s predmetom te pogodbe, 	<p style="text-align: center;">Article 4</p> <p>Having signed this Contract, the Contractor confirms to be informed of the definition of Sub-Contractor under the Slovenian Public Procurement Act/ ZJN-3.</p> <p>Where the Contractor engages Sub-contractors to perform this Contract, it shall undertake to conclude contracts with subcontractors in which the type and volume of work and the price for services are precisely specified. Any direct payments to subcontractors shall be regulated in accordance with Article 94 ZJN-3.</p> <p>Where subcontractors are engaged in the implementation of this Public Procurement Contract, the Contractor warrants and undertakes that:</p> <ul style="list-style-type: none"> - its subcontractors shall perform their work diligently, in all loyalty and compliance with this Contract, Project Documentation, with applicable laws and professional rules or regulations, - in relation to the Contracting authority, the Contractor shall primarily assume all the obligations and liability for any subcontractors involved in respect of the execution and quality of work performed hereunder, - in the contracts to be made with subcontractors, the Contractor shall enter the

naročniku izročili vso dokumentacijo o opravljenih delih in o obstoju terjatve do glavnega izvajalca in zlasti da bodo naročniku izročili vse izvornike dokumentacije, ki je potrebna za pridobitev uporabnega ali ostalih dovoljenj.

Neposredno plačilo podizvajalcu zavezuje naročnika in glavnega izvajalca samo v primeru, če podizvajalec zahteva neposredno plačilo, v skladu z drugim in tretjim odstavkom 94. Člena ZJN-3.

Neposredna plačila naročnika morebitnim podizvajalcem se lahko opravijo največ do višine pogodbene vrednosti. Izvajalec v celoti odgovarja za vse posledice in škodo, ki bi naročniku utegnili nastati, če bi vrednost del podizvajalcev, skupaj z deli izvajalca presejala pogodbeno dogovorjeno vrednost. Morebitni stroški in škoda, ki bi naročniku tako lahko nastala se odštejejo od celotne pogodbene vrednosti in jo naročnik lahko poračuna s svojo obveznostjo do izvajalca.

Ko naročnik poravnava podizvajalčevo terjatev, ki jo ima do glavnega izvajalca, se obveznost naročnikovega plačila do glavnega izvajalca, za podizvajalca izplačani znesek, ustrezno zmanjša. Naročnik v razmerju do podizvajalca, v zvezi z izvedenimi deli in zapadlimi računi, ki jih je podizvajalec predložil v plačilo glavnemu izvajalcu, ni dolžan plačati zamudnih obresti in drugih stranskih terjatev vključno s penali, ampak ostane ta obveznost izključno na glavnemu izvajalcu.

Naročnik lahko zadrži plačilo podizvajalčeve terjatve, ki jo ima do glavnega izvajalca:

- dokler mu ni izročena vsa dokumentacija o opravljenih delih in o obstoju terjatve do glavnega izvajalca,
- dokler predložen delni prevzemni zapisnik ali račun za že opravljena dela ni potrjen,
- dokler podizvajalec naročniku pisno ne zagotovi, da bo takoj po prejetemu plačilu izročil naročniku vse izvornike dokumentacije, ki so potrebni za pridobitev dokumente o skladnosti.

Če podizvajalec neposrednega plačila od naročnika ne zahteva, se glavni izvajalec že s to pogodbo zavezuje, da bo naročniku najpozneje v roku 60 dni od plačila končnega

provisions based on which the subcontractors, in the event they should demand a direct payment of their claim due from the Principal Contractor for the works hereunder from the Contracting Authority, shall be under obligation to deliver the entire documentation on the works performed and on the existence of a claim receivable due from the Principal Contractor, in particular all the originals of the documentation underlying for obtaining the operational acceptance certificate or of other permits/licenses.

A direct payment to a subcontractor shall be binding on the Contracting Authority and on the Principal Contractor only where a subcontractor should demand payment directly from the Contracting Authority, as provided in Article 94 paragraph 3 ZJN-3.

Any direct payments by the Contracting Authority to any subcontractors may only be made up to the amount of the Contract Price. The Contractor shall be fully liable for any consequences and damage inflicted on the Contracting Authority if the value of works performed by subcontractors, together with the work performed by the Contractor, should exceed the Contract Price agreed herein. Any cost and damage or loss that may be incurred by the Contracting Authority in such a case shall be deducted from the Contract Price and the Contracting Authority is entitled to offset such damage with its obligation to the Contractor.

After the Contracting Authority has settled the claim to a subcontractor for which the Principal Contractor is liable, the liability of Contracting Authority for payment to the Principal Contractor shall be deducted by any such amount paid directly to a subcontractor. In its relationship to a subcontractor arising from the work performed and past-due invoices that were issued and submitted to the Principal Contractor, the Contracting Authority shall not be liable to pay any interest for default and other accessory claims, including penalties: those shall be borne by the Principal Contractor exclusively.

The Contracting Authority may retain the payment of a subcontractor's claim due from the Principal Contractor, as long as

<p>računa poslal svojo pisno izjavo, da je poplačal vse podizvajalce, ki so neposredno povezani s predmetom javnega naročila in pisno izjavo podizvajalcev, da so plačilo prejeli.</p>	<ul style="list-style-type: none"> - the complete documentation of the work performed and of the existence of claim towards the Principal Contractor has been submitted to the Contracting Authority, - the submitted partial acceptance certificate, or invoice for the work performed, has been approved, - the Subcontractor has made assurances in writing to the Contracting Authority to deliver all the original documents underlying for obtaining the conformity certificate immediately upon receiving the payment. <p>Should the subcontractor not demand a direct payment from the Contracting Authority, the Principal Contractor is bound, by having signed this Contract, to submit no later than in 60 days following the payment of its final account a Statement in writing to the Contracting Authority certifying that the Contractor has paid all its subcontractors directly engaged in this Contract, and the Statements by subcontractor(s) confirming that they have received the payment.</p>
<p style="text-align: center;">5. člen</p> <p>Pogodbeni stranki sta sporazumni, da je izvajalec uveden v delo z dnem podpisa pogodbe.</p> <p>Dela bodo potekala usklajeno z operativnim delom oziroma zasedenostjo manipulatorjev. Začetek izvedbe del se bo opravil na poziv predstavnika naročnika, ko bo naročnik zagotovil pogoje za izvedbo del.</p> <p>Če iz kakršnihkoli razlogov izvajalec z deli ne bi mogel začeti ali nadaljevati, mora na to takoj pisno opozoriti naročnika, sicer se šteje, da bi z deli lahko začel ali nadaljeval.</p> <p>O nezmožnosti opravljanja del v tem času zaradi višje sile, je izvajalec dolžan nemudoma pisno opozoriti naročnika, sicer se šteje, da je dela opravljal v za dela zmožnih dneh.</p>	<p style="text-align: center;">Article 5</p> <p>The contracting parties agree that the Contractor shall be introduced to the work by the signing of this Contract by both contracting parties.</p> <p>Works shall be coordinated with the operational work, or with the occupancy of the Reachsteacker. Work shall commence when the representative of the Contracting Authority advises that the prerequisite conditions for work are satisfied.</p> <p>Should the Contractor for any reason not be ready to start, or proceed with the work, it shall advise the Contracting Authority immediately in writing, otherwise it shall be deemed that the work could start or proceed.</p> <p>The Contractor shall promptly inform the Contracting Authority in writing on any incapacitation for work during the term of failure due to force majeure, otherwise it shall be deemed that work has been done on work-permitting days.</p>

<p style="text-align: center;">6. člen</p> <p>Izvajalec se obvezuje dobaviti vso opremo in dokončati vsa dela iz te pogodbe po terminskem planu usklajenim z naročnikom. Rok dobave vse opreme in dokončanja vseh del je 150 koledarskih dni od podpisa pogodbe. Predvideni so vsi delovni vikendi in prazniki.</p> <p>V primeru upravičenih razlogov, se lahko rok dobave opreme in dokončanja vseh del sporazumno podaljša.</p>	<p style="text-align: center;">Article 6</p> <p>The Contractor undertakes to supply the equipment in full quantity and to complete the work hereunder according to the time schedule harmonised with the Contracting Authority. Delivery term for the complete equipment and completion of all work shall be 150 days following the Contract signing. All working weekends and holidays are comprised.</p> <p>For a justifiable reason, the delivery term for supplies and completion of all works may be extended by mutual agreement.</p>
<p style="text-align: center;">7. člen</p> <p>Prekoračenje pogodbenega roka iz 6. člena te pogodbe opravičuje višja sila. V primeru višje sile mora izvajalec nemudoma obvestiti naročnika, zaradi obojestranske ugotovitve okoliščin ter podaljšanja roka dovršitve del za čas trajanja višje sile.</p> <p>Na nastop in prenehanje okoliščin, ki lahko po tej pogodbi vplivajo na spremembo rokov, mora izvajalec takoj, najkasneje pa v 2 (dveh) delovnih dneh od dneva, ko izve za vzrok, zaradi katerega se lahko rok podaljša, pisno sporočiti naročniku.</p> <p>V primeru, da izvajalec o višji sili ne obvesti naročnika, se šteje, da je delal v normalnih okoliščinah.</p> <p>Če izvajalec zamuja glede na terminski plan izvajanja del ali glede na rok dokončanja del iz 6. člena te pogodbe, je o tem dolžan pred iztekom roka pisno obvestiti naročnika in ga zaprositi za morebitno podaljšanje roka.</p> <p>Pogodbeni stranki soglašata, da lahko sporazumno spremenita pogodbeno dogovorjene roke za zaključek pogodbeno dogovorjenih del. Sporazum o spremembi pogodbenega roka mora biti sklenjen v pisni obliki kot aneks k tej pogodbi. Naročnik ni zavezan skleniti aneksa za podaljšanje roka iz te pogodbe, kolikor ni razlog za podaljšanje višja sila ali okoliščine, ki izvirajo iz sfere naročnika.</p>	<p style="text-align: center;">Article 7</p> <p>Exceeding the contractual timeframe pursuant to Article 6 of this Contract in relation to the Contractor's obligations, may be justified by force majeure.</p> <p>In such a case, the Contractor shall immediately inform the Contracting Authority, in order to mutually establish the situation and agree on an extension of the term for completion of work for the duration of force majeure only.</p> <p>The Contractor shall forthwith advise the Contracting Authority of the occurrence and termination of any circumstances affecting any change to the deadlines hereunder; such advise shall be made no later than in 2 (two) days after the Contractor has acknowledged or become aware of any ground resulting in a potential default or surpassing of the deadline.</p> <p>In case the Contractor fails to inform the Contracting Authority on any force majeure event, it shall be deemed that work was carried out in normal circumstances.</p> <p>Should the Contractor be in arrears of the time schedule for execution of works hereunder, or of the deadline for completion of work under Article 6 hereof, the Contractor shall inform the Contracting authority in writing before the expiry of the deadline, requesting an extension of delivery term.</p> <p>The Parties acknowledge that the delivery terms/deadlines for the completion of works under this Contract may be changed by mutual agreement. Such an agreement to change the</p>

<p>Pogodbenici soglašata, da se rok za izvedbo lahko podaljša v primeru, če naročnik zaradi operativnih potreb terminala ne more zagotoviti izvajalcu pogojev za izvedbo del po tej pogodbi. V primeru podaljšanja časovnega roka zaradi operativnih potreb bo naročnik povrnil izvajalcu vse razumne /sprejemljive stroške, ki so nastali zaradi odloga (kot so stroški namestitve, delovne ure izvajalca, itd.), vendar največ 5 % pogodbene vrednosti.</p>	<p>contractual delivery term/deadline shall be made in writing, as an Annex hereto. The Contracting Authority is under no obligation to enter into an annex extending the completion deadline hereunder, unless the reason justifying such an extension be force majeure or any circumstances beyond the control of the Contracting authority.</p> <p>The contracting parties agree that the execution deadline may be extended in the event that, due to the operational needs of the terminal, the contracting authority cannot provide the contractor with the conditions for performing the works under this contract. In the event of an extension of the time limit due to operational needs, the Contracting Authority will reimburse the Contractor for reasonable costs incurred due to the delay (such as cost of accommodation, the contractor's working hours, etc), but not more than 5% of the contract value.</p>
<p>8. člen</p> <p>Izvajalec mora naročniku povrniti škodo, ki bi nastala zaradi malomarnosti ali namerno med izvedbo del, ki so predmet tega naročila.</p>	<p>Article 8</p> <p>The Contractor shall indemnify the Contracting Authority for any damage that would be caused by negligence or intentionally during the performance of the works that are the subject of this Contract.</p>
<p>9. člen</p> <p>Naročnik se zavezuje plačati dobavljeno opremo in opravljena dela na manipulatorju v nadaljevanju, namreč:</p> <p>Naročnik bo poravnal pogodbeno vrednost z nakazilom na izvajalčev bančni račun v roku 75 dni po uspešnem dokončnem prevzemu predmeta te pogodbe in prejetem računu.</p> <p>Pogoj za izstavitve končnega računa je potrjen končni prevzemni zapisnik podpisan s strani obeh pogodbenih strank.</p>	<p>Article 9</p> <p>The Contracting authority undertakes to pay the supplied equipment and the performed works on Reachsteacker in succession, namely:</p> <p>The Contracting authority will settle the contract value by transferring to the Contractor's bank account within 75 days of the successful completion of the subject of the contract.</p> <p>The prerequisite for the issuance of final invoice is the Final Acceptance Certificate duly approved and signed by both Parties.</p>
<p>10. člen</p> <p>Osnova za dokončno plačilo pogodbenih obveznosti je končni račun, ki temelji na</p>	<p>Article 10</p> <p>The basis for the final payment of the contractual obligations is the final invoice, which</p>

<p>podpisanem prevzemnem zapisniku po tej pogodbi.</p>	<p>is based on the signed acceptance record from this Contract.</p>
<p style="text-align: center;">11. člen</p> <p>Naročnik pooblašča za svojega predstavnika , tel.: , e-pošta: , izvajalca pa bo zastopal , tel.: , e-pošta:</p>	<p style="text-align: center;">Article 11</p> <p>The Contracting Authority authorizes , tel.: , e-mail: , to act as its Representative, and the Contractor will be represented by , tel.: , e-mail:</p>
<p style="text-align: center;">12. člen</p> <p>Prevzem del se izvede s podpisom prevzemnega zapisnika.</p> <p>Obvezni element v prevzemnem postopku je potrdilo pooblaščenega prevzemnika odpadkov, da ima izvajalec iz naslova te pogodbe, poravnane vse obveznosti.</p> <p>V primeru, da se ob prevzemu ugotovi, da opravljena dela niso v skladu z določili te pogodbe, lahko določi naročnik izvajalcu primeren rok za realizacijo pogodbenih obveznosti v skladu z določili te pogodbe.</p> <p>V kolikor izvajalec v roku iz prejšnjega odstavka ne realizira pomanjkljivo opravljenih pogodbenih obveznosti, jih lahko realizira naročnik oz. tretja oseba na stroške izvajalca.</p>	<p style="text-align: center;">Article 12</p> <p>The delivery and acceptance of works shall be made by way of signing the Final Acceptance Certificate.</p> <p>An obligatory element in the delivery and acceptance procedure is the receipt issued by the authorised waste collector/disposer certifying that the Contractor has settled all its liabilities under the Contract.</p> <p>If in the acceptance process ascertains that the work performed is non-compliant with this contractual requirements, the Contracting authority may impose an adequate additional term/deadline for the Contractor to fulfil its contractual obligations hereunder.</p> <p>Should the Contractor fails to fulfil the identified deficiencies within the term set in the previous paragraph, the Contracting authority may perform the work alone or employ a third party to do that, at the expense of the Contractor.</p>
<p style="text-align: center;">13. člen</p> <p>Za kvaliteto in solidnost del, ki jih opravi izvajalec sam ali jih za izvajalca opravijo tretje osebe kot podizvajalci, ki jih izbere izvajalec v zvezi z deli na podlagi te pogodbe, jamči izvajalec.</p> <p>Izvajalec bo naročniku nemudoma sporočil s katerimi podizvajalci sodeluje. Če izvajalec naročniku ne sporoči s katerimi podizvajalci sodeluje ali bo sodeloval, je odgovoren naročniku za morebitne stroške in škodo, ki bi zaradi tega nastala, razen če iz upravičenih in utemeljenih razlogov ni mogel vedeti za podizvajalca. Tako nastale stroške in škodo</p>	<p style="text-align: center;">Article 13</p> <p>The Contractor shall be held liable for the quality of work done by the Contractor alone or by engaging third parties as its subcontractors, who have been appointed by the Contractor for the work hereunder.</p> <p>The Contractor shall inform the Contracting authority forthwith of the subcontractors engaged. Should the Contractor fail to report the names of its current or future subcontractors, it shall be liable to the Contracting Authority for any cost and damage incurred therefrom, unless the Contractor was unable to be aware of a particular subcontractor</p>

<p>lahko naročnik odšteje od pogodbene vrednosti in jo poračuna s svojo obveznostjo do glavnega izvajalca.</p>	<p>for justified and cogent reasons. The cost and damage resulting therefrom may be deducted from the Contract Price and the Contracting Authority may offset its obligation to the Principal Contractor.</p>
<p style="text-align: center;">14. člen</p> <p>Pogodbeni stranki s to pogodbo določata tudi pogodbeno kazen, in sicer za sledeče primere: (1) za zamudo, (2) za zamudo v širšem smislu, ki nastane zaradi napak (nepravilne izpolnitve) ter (3) za neizpolnitev.</p> <p>Če izvajalec ne izpolni pogodbenih obveznosti iz kakršnega koli drugega razloga razen višje sile, dolguje naročniku 1 % (en procent) pogodbene cene za vsak začetni teden zamude (pogodbena kazen za zamudo). Plačilo pogodbene kazni za zamujeno plačilo ne sme presegati 10 % pogodbene vrednosti. Pravica do pogodbene kazni za zamudo nastane na podlagi pogodbe in dejstva zamude, in naročnik ni dolžan ponovno podati pridržka svoje pravice. Naročnik lahko zatorej uveljavlja pogodbeno kazen za zamudo tudi, če si ni izrecno pridržal pravice do pogodbene kazni, ko je od izvajalca sprejel zamujeno izpolnitev. Kot dan izpolnitve pogodbenih obveznosti za namene te določbe se šteje dan, ko je bil izdelan zapisnik dogovora z dejstvom izpolnitve obveznosti (prevzem) ali, če predajni zapisnik ni bil narejen, pa dan, ko je bil predmet pogodbe predan naročniku in se lahko brezhibno uporablja.</p> <p>Če izvajalec zaključi pogodbeno delo pravočasno, vendar s stvarnimi (materialnimi) ali pravnimi napakami, o katerih je bil pravočasno obveščen, je izvajalec dolžan plačati pogodbeno kazen za obdobje od prejema obvestila o prvi napaki do dneva odprave vseh napak (pogodbena kazen za napake) v višini 1 % (enega procenta) od pogodbene cene za vsak začetni teden, vendar največ 10 % od pogodbene cene. Datum obvestila o napaki je dan, ko je bilo izvajalcu odposlano sporočilo o napaki po e-pošti, ustno ali s priporočeno pošto; kot dan odprave napake pa velja dan, ko je v zapisniku zabeleženo, da so bile vse napake</p>	<p style="text-align: center;">Article 14</p> <p>The contracting parties shall also provide for a contractual penalty for the following cases: (a) for a delay; (b) for a delay in the broader sense, resulting from errors (improper fulfilment/ performance / execution); and (c) for failure to fulfil / non-performance.</p> <p>If the Contractor fails to fulfill the contractual obligation for any reason, except in the case of force majeure, he shall owe to the Contracting authority 1% (one percent) from the contract price for each delayed start week (contractual penalty for delay). Payment of the contractual penalty for late payment shall not exceed 10% of the contractual value. The right to a contractual penalty for delay arises on the basis of the contract and the fact of delay, and the Contracting Authority is not obliged to reserve it again. The Contracting authority may therefore enforce the contractual penalty for delay even if it did not expressly reserve the right to contractual penalty when accepting the late fulfillment of the contractor. The day of fulfillment of contractual obligations for the purposes of this provision shall be considered to be the day on which the record of agreement was established by the fact of fulfillment of the obligation (acceptance) or, if the record delivery has not been established, the day on which the object of the contract was handed over to the Contracting Authority and may applied smoothly.</p> <p>If the Contractor completes the contract work in a timely manner, but with material or legal errors notified to the Contractor in a timely manner, the Contractor shall be obliged to pay the contractual penalty for the period from the notification of the first error to the elimination of all errors (contractual penalty for errors) day of elimination of defects, 1% (one percent) from the contract price for each start week, but not more than 10% of the contract price. The date of notification of an error shall be the day on which the error message was sent to the Contractor by e-mail, orally or by registered</p>

<p>popravljene, oziroma v primeru, da napake niso bile popravljene - v zapisniku, pa dan, ko so bile vse napake dejansko odpravljene in je bil predmet pogodbe ponovno predan naročniku v nemoteno rabo.</p> <p>Izvajalčevo plačilo pogodbene kazni ga ne odvezuje od vseh garancijskih obvez po tej pogodbi, niti odškodnine v takšnem obsegu, kolikor škoda presega pogodbeno kazen.</p> <p>Za znesek izračunane pogodbene kazni, ki jo naročnik zaračuna izvajalcu, se vzpostavi terjatev naročnika do izvajalca in se obveznost naročnika za znesek pogodbene kazni zmanjša oz. se z le-to pobota.</p> <p>Če izvajalec ne opravi pogodbenega dela ali predmeta, ali če naročnik ne sprejme izvajalčeve pomanjkljive izpolnitve in nastane zamuda/situacija neizpolnitve in je naročnik upravičen do 10%-ne pogodbene kazni od pogodbene vrednosti (pogodbena kazen za neizpolnitev pogodbe). Če naročnik zahteva plačilo pogodbene kazni za neizpolnitev, pa zahtevek za izpolnitev preneha in se šteje, da je naročnik prekinil pogodbo. Vendar pa se šteje, da naročnik v primeru zamude uveljavlja pogodbeno kazen za zamudo in ne za neizpolnitev pogodbe, razen če naročnik navaja drugače. Naročnik lahko pogodbeno kazen za neizpolnitev uveljavlja v vseh drugih primerih, pri katerih se pogodba prekine iz razloga odpovedi pogodbe zaradi zamude ali napak, ali zaradi kakega drugega razloga na strani izvajalca.</p> <p>Vrednost vseh kazni lahko znaša največ do 10 % od pogodbene vrednosti.</p>	<p>mail; as the day of elimination of the defect, the day on which it is recorded on the record that all the defects have been corrected or, if the date on which the defects have not been fixed on the record, the day on which all the defects have actually been corrected and the object of the contract is re-delivered for undisturbed use by the Contracting authority.</p> <p>The payment of any contractual penalty by the Contractor does not relieve him of all warranty obligations under this contract, as well as the indemnity, to the extent that the damage exceeds the contractual penalty.</p> <p>For the amount of the calculated contractual penalty, which the Contracting Authority invoices to the Contractor, the Contracting Authority's claim against the Contractor is established and it shall be deducted from the Contractor's liability for payment, or offset with it.</p> <p>If the Contractor work or the object of the contract is not executed or the Contracting Authority fails to accept the Contractor's default fulfillment and a default position arises and the Contracting Authority is entitled to a contractual penalty of 10% of the contract value (contractual penalty for non-performance). If the Contracting Authority requests payment of the contractual penalty for non-fulfillment, the fulfillment claim is terminated and the Contracting Authority is considered to have terminated the Contract. However, in the event of delay, the Contracting Authority shall be deemed to enforce the contractual penalty for delay and not the contractual penalty for non-performance, unless the Contracting Authority states otherwise. The contractual penalty for non-performance may also be enforced by the Contracting Authority in all other cases where the Contract is terminated due to the cancellation of the Contract due to delay or defects or for some other reason on the part of the Contractor.</p> <p>The total value of all penalties will have a max. value of a 10% of the contract value.</p>
<p>15. člen</p> <p>Izvajalec se zaveže v roku osmih (8) delovnih dni od podpisa te pogodbe izročiti naročniku</p>	<p>Article 15</p> <p>In eight (8) work days after signing this Contract, the Contractor undertakes to submit</p>

instrument finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti ter za odpravo napak v garancijskem roku »bianco menico« s klavzulo »brez protesta« s pooblastilom za izpolnitev in unovčitev, v višini 10% pogodbene vrednosti z DDV kot jamstvo za kvalitetno in pravočasno izvršitev del ter za odpravo napak v garancijskem roku, vse z veljavnostjo vsaj še trideset (30) dni po izteku garancijske dobe, sicer lahko naročnik brez kakršnih koli obveznosti do izvajalca od pogodbe odstopi.

V primeru podaljšanja pogodbenega roka za dokončanje del, je izvajalec dolžan naročniku v roku osem (8) delovnih dni od podpisa aneksa dostaviti ustrezno podaljšanje instrumenta finančnega zavarovanja, z veljavnostjo vsaj še trideset (30) dni po dejanskem izteku garancijske dobe..

V kolikor izvajalec naročniku ne izroči instrumenta finančnega zavarovanja iz prvega odstavka tega člena ali podaljšanja instrumenta finančnega zavarovanja iz drugega odstavka tega člena, je naročnik upravičen zadržati deset odstotkov (10 %) pogodbene vrednosti z DDV za čas trajanja garancije iz tega člena. Zadržano plačilo se ne obrestuje.

Če pride do prekinitve pogodbenega dela na zahtevo naročnika, pripravi izvajalec poročilo o do tedaj opravljenem delu, ki ga potrdi naročnikov pooblaščen predstavnik.

Naročnik prizna izdelovalcu do tedaj nastale stroške v zvezi z izvajanjem dela in sicer sorazmerno opravljenemu delu in pogodbenemu znesku, za dela, ki imajo za naročnika funkcionalno vrednost. Izvajalec je dolžan naročniku izročiti vso dokumentacijo, potrebno za pridobitev ustreznih dovoljenj. V primeru, da izvajalec navedene dokumentacije ne predloži v postavljenem roku, ima naročnik pravico odstopiti od pogodbe ter unovčiti instrument zavarovanja za kvalitetno in pravočasno izvedbo del.

Instrument finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti ter za odpravo napak v garancijskem roku naročnik

to the Contracting Authority a financial security instrument for solid execution of contractual obligations and for the elimination of defects within the warranty period (white bill of exchange »bianco menico« with "no protest" clause with power of attorney for completion and redemption in the amount of ten (10%) of the Contract Price incl. VAT, to guarantee a timely and solid execution of work with the required quality and for fulfilment of warranty obligations, all instruments to be valid for no less than 30 (thirty) days after actual expiration of the warranty period; otherwise, the Contracting Authority may withdraw from the Contract without any liability or obligation due to the Contractor.

In the event of extension of deadline for completion of works, the Contractor shall procure and deliver to the Contracting Authority, in eight (8) days upon signing the underlying Annex, an adequate extension of the financial security instrument with validity of no less than 30 (thirty) days after actual expiration of the warranty period.

Should the Contractor fail to submit the financial security instrument from the first paragraph above, or the extension of the instrument referred to in paragraph 2 above, the Contracting Authority shall be entitled to withhold 10% (ten percent) of the Contract Price incl. VAT for the term of the guaranty from this Article. Such a withheld amount shall bear no interest.

In the event that the Contracting Authority should demand to interrupt the work hereunder, the Contractor shall compile a report on the work implemented to date, and submit it to the authorised representative the Contracting Authority for confirmation.

The Contracting Authority acknowledges the cost incurred to the Contractor in the execution of work until terminated, proportionally to the work performed and the Contract Price, for such work that has a functional value for the Contracting Authority. The Contractor shall submit to the Contracting Authority the entire document-tation underlying for the acquisition of respective permits or licences. Should the Contractor fail to submit the documentation in the given term, the Contracting Authority shall

<p>lahko unovči, če izvajalec svojih obveznosti do naročnika ne izpolni skladno s pogodbo, v dogovorjeni kvaliteti, količini in roku, ter v primeru, da izvajalec ne izpolni svojih pogodbenih obveznosti zaradi tega, ker se je nad njim začel postopek zaradi insolventnosti.</p>	<p>be entitled to withdraw from the Contract and to realize the instrument securing a timely and solid execution of work.</p> <p>The Contracting Authority may realize the financial security instrument for timely and solid execution of work if the Contractor fails to fulfil its obligations in accordance with the Contract in the agreed quality, quantity and time, and also in case the Contractor fails to perform due to instituting insolvency proceedings against the Contractor.</p>
<p style="text-align: center;">16. člen</p> <p>Izvajalec se zaveže v roku osem (8) delovnih dni od podpisa te pogodbe izročiti naročniku kopijo zavarovalne pogodbe za zavarovanje odgovornosti za škodo, ki bi utegnila nastati naročniku in tretjim osebam v zvezi z opravljanjem njihove dejavnosti z letno zavarovalno vsoto najmanj 50.000,00 EUR, skupaj z zavarovalnimi pogoji. V primeru, da izvajalec navedene dokumentacije ne predloži v postavljenem roku osem (8) delovnih dni, ima naročnik pravico odstopiti od pogodbe brez kakršnih koli obveznosti do izvajalca.</p>	<p style="text-align: center;">Article 16</p> <p>In eight (8) workdays after having signed this Contract, the Contractor undertakes to submit to the Contracting authority a copy of the insurance policy incl. insurance terms covering the liability for damage that might be inflicted on the Contracting authority and third party in respect of pursuit of their business activity, for the annual sum insured minimum 50.000,00 EUR. Should the Contractor fail to present the a.m. documentation in the given 8-day-term, the Contracting authority may withdraw from the Contract without any liability or obligation to the Contractor.</p>
<p style="text-align: center;">17. člen</p> <p>Garancijska doba za dobavljeno opremo je 18 mesecev oziroma 4.000 delovnih ur (kar nastopi prej) od uspešnega zaključka prevzema za Sklop 2.</p> <p>Izvajalec se zavezuje v okviru garancijskega roka odpraviti vse pomanjkljivosti, ki bi nastale zaradi nekvalitetno opravljenih del, in sicer v roku 48 dni od prejema obvestila.</p> <p>V kolikor izvajalec v roku iz prejšnjega odstavka ne odpravi pomanjkljivosti, jih lahko odpravi naročnik oz. tretja oseba na stroške izvajalca, pri čemer lahko naročnik unovči zavarovanje po tej pogodbi. V primeru, da naročnik pozove izvajalca v garancijskem roku na odpravo pomanjkljivosti, in da izvajalec kljub pozivu k odpravi pomanjkljivosti ne pristopi ali če ne uspe odpraviti napako oz. napake, naročnik ne izgubi nikakršnih pravic iz garancije, v</p>	<p style="text-align: center;">Article 17</p> <p>The warranty period for the delivered equipment is 18 months or 4.000 working hours (whichever comes first) from the successful completion of the acceptance for Lot 2.</p> <p>Within the warranty term (Defects liability period), the Contractor undertakes to eliminate all deficiencies that might arise from any shortcomings in the quality of work performed, in 48 days after having been notified.</p> <p>Where the Contractor fails to remedy such deficiencies, the Contracting Authority or a third party may do that at the expense of the Contractor, and the Contracting Authority may realize the security provided hereunder. If the Contracting Authority calls on the Contractor within the Defects Liability Period to remedy any deficiency, and the Contractor fails to respond and undertake any remedy or fails to eliminate the defect(s), that shall not constitute any loss of warranty rights for the Contracting Authority</p>

<p>kolikor sam pristopi k odpravi pomanjkljivosti oz. odpravo pomanjkljivosti poveri tretji osebi.</p>	<p>where the latter decides to remedy the deficiency by itself, or engages a third party to do so.</p>
<p style="text-align: center;">18. člen</p> <p>Naročnik lahko poleg v zakonu določenih razlogov in brez kakršnihkoli obveznosti do izvajalca kadarkoli ali takoj odstopi od te pogodbe, če:</p> <ul style="list-style-type: none"> - v roku 8 delovnih dni od podpisa pogodbe naročniku ne izroči finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti ter za odpravo napak v garancijskem roku, - v roku 8 delovnih dni od podpisa pogodbe naročniku ne izroči kopije predvidene zavarovalne pogodbe za zavarovanje odgovornosti za škodo, ki bi utegnila nastati investitorju in tretjim osebam v zvezi z opravljanjem njihove dejavnosti za zavarovanje predmetov nadgradnje, - je zoper izvajalca začel postopek zaradi insolventnosti ali izbrisa iz sodnega registra brez likvidacije ali prostovoljne oz. prisilne likvidacije, - izvajalec ni pričel s pogodbeno dogovorjenimi deli v roku določenim v tej pogodbi in ne prične niti po pozivu naročnika v roku, ki mu ga je določil naročnik, pri čemer je ta rok lahko največ 5 dni, - izvajalec ne bi dosegel pogodbeno dogovorjene kvalitete in te ne bi vzpostavil niti v naknadno postavljenem roku s strani naročnika, - izvajalec prekine z deli brez soglasja naročnika ali vsakič glede na predvideni plan zamuja več kot 10 dni, pri čemer teh zamud ne bi nadoknadil niti v naknadno določenem roku, - je izvajalec drugače kršil določila te pogodbe in jih ne odpravi kljub pisnemu pozivu naročnika. <p>Pogodba prav tako preneha veljati, če je naročnik seznanjen, da je pristojni državni organ ali sodišče s pravnomočno odločitvijo ugotovilo kršitev delovne, okoljske ali socialne zakonodaje s strani izvajalca pogodbe o izvedbi javnega naročila ali njegovega podizvajalca.</p>	<p style="text-align: center;">Article 18</p> <p>In addition to the grounds stipulated by the law, the Contracting Authority may withdraw from the Contract any time or with immediate effect, without having any obligation to the Contractor, if:</p> <ul style="list-style-type: none"> - the latter fails to submit financial security for solid execution of contractual obligations and for the elimination of defects within the warranty period (performance bond) in 8 work days after signing the Contract, - it fails to submit to the Contracting authority, in 8 workdays after signing the Contract, a copy of the envisioned insurance policy covering the liability for damage risks for the Investor and third party in respect of pursuit of their business activity, to insure the upgraded items, - insolvency proceedings is instituted versus the Contractor or the Contractor is deleted from the Register without (voluntary or compulsory) liquidation, - the Contractor has not started work in the term agreed herein, or does not start work even after the Contracting Authority has reminded it and set a new deadline (such new deadline may be no more than 5 days, - the Contractor would not perform on the quality agreed in the Contract and would not be able to achieve it in a subsequent deadline set by the Contracting authority, - the Contractor has interrupted working without consent of the Contracting authority, or is in default with the plan for more than 10 days, whereas such backlog cannot be compensated or eliminated in a subsequently set term, - The Contractor has otherwise breached this Contract and fails to make good despite a Contracting authority's summons in writing. <p>Furthermore, the Contract shall terminate if the Contracting authority has been informed that a competent government authority or a court has unappealably ascertained, or ruled on, any breach of the labour, environmental or social legislation on the part of the Contractor, or its</p>

<p>Če je izvajalec s pogodbenimi deli že pričel, mu je naročnik dolžan poravnati le vrednost dotlej pravilno opravljenih pogodbenih del in vgrajenih ustreznih materialov, ki imajo za naročnika funkcionalno vrednost.</p>	<p>subcontractor, of the Public Procurement Contract.</p> <p>If the Contractor has already started work hereunder, the Contracting authority has to remunerate only for the value of the proper materials used or the volume of work performed to date correctly, which have a functional value for the Contracting authority.</p>
<p>19. člen</p> <p>Spremembe in dopolnitve te pogodbe veljajo samo, če so sklenjene v pisni obliki in podpisane od obeh pogodbenih strank. Za vsa vprašanja, ki niso urejena s to pogodbo, stranki soglašata z uporabo določil OZ (Obligacijski zakonik).</p>	<p>Article 19</p> <p>Any change, modification and amendment to this Contract are valid if made in writing and signed by both Parties. For any other issues not regulated herein, the Parties agree to apply the provision of the Slovenian Obligations Code (OZ – Obligacijski zakonik).</p>
<p>20. člen</p> <p>Pogodbeni stranki sta sporazumni, da v zvezi z izvajanjem pogodbenih pravic in obveznosti komunicira z javnostmi samo naročnik, v kolikor ni izrecno in pisno usklajeno z naročnikom, da z javnostjo komunicira tudi izvajalec. Kršitev določila tega člena predstavlja takšno kršitev pogodbe, da jo lahko naročnik odpove.</p> <p>Dobavitelj s sklenitvijo te pogodbe izjavlja, da je seznanjen z Etičnim kodeksom naročnika, ki je objavljen na spletni strani naročnika.</p> <p>Dobavitelj se zavezuje ravnati tudi skladno s Kodeksom ravnanja za dobavitelje družb Skupine Luka Koper, ki je prav tako objavljen na spletni strani naročnika in za kar je tudi podpisal »Izjavo dobavitelja«, ki je sestavni del Kodeksa.</p>	<p>Article 20</p> <p>The Parties agree that solely the Contracting Authority shall communicate with the public regarding exercising of the contractual rights and obligations, unless it is expressly arranged, in writing, with the Contracting Authority that the Contractor may communicate as well. A breach against this Article is deemed to lead to cancellation of Contract by the Contracting Authority.</p> <p>Having entered into this Contract, the Supplier declares to acknowledge and observe the Code of Ethics of the Contracting Authority that is published on the home page of the latter.</p> <p>Furthermore, the Supplier undertakes to act in compliance with the 'Code of Conduct for Suppliers to member companies of the Luka Koper Group', likewise published on the home page of the Contracting Authority, for which the Supplier has signed the Statement by the Supplier that is an integral part of the Code referred to above.</p>
<p>21. člen</p> <p>Ta pogodba preneha veljati v primeru nastopa razveznega pogoja, ki se uresniči, če je naročnik seznanjen, da je pristojni državni organ ali sodišče s pravnomočno odločitvijo ugotovilo kršitev delovne, okoljske ali socialne zakonodaje s strani izvajalca ali če je naročnik seznanjen, da je pristojni državni</p>	<p>Article 21</p> <p>This Contract shall terminate upon the occurrence of the resolutive condition, which is materialized when the Contracting Authority has been informed that a competent government authority or a court has unappealably ascertained, or ruled on, any breach of the labour, environmental or social legislation on</p>

organ pri izvajalcu v času izvajanja te pogodbe ugotovil najmanj dve kršitvi v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno in za kateri mu je bila s pravnomočno odločitvijo ali več pravnomočnimi odločitvami izrečena globa za prekršek. Razvezni pogoji se uresniči pod pogojem, da je od seznanitve s kršitvijo in do izteka veljavnosti pogodbe še najmanj šest mesecev, v primeru izpolnitve razveznega pogoja se šteje, da je pogodba razvezana z dnem sklenitve nove pogodbe za izvedbo tega dela javnega naročila, naročnik pa bo nov postopek o oddaji javnega naročila začel najkasneje v roku 30 dni od seznanitve s kršitvijo. Če naročnik v tem roku 30 dni ne prične novega postopka javnega naročila, se šteje, da je ta pogodba razvezana trideseti dan, šteto pod dnevno, ko se je naročnik seznanil s kršitvijo. V takem primeru naročnik unovči garancijo za dobro izvedbo pogodbenih obveznosti ter za odpravo napak v garancijskem roku v celotnem znesku, razliko do polne odškodnine pa zahteva v plačilo od izvajalca.

the part of the Contractor, or the Contracting Authority has been informed that a competent government authority has found at least two breaches against the regulations on remuneration for work, or working and rest times, carrying out the work based on civil law contracts, despite existence of a labour relationship, or in any breach arising from black market employment, in which any fine(s) for violation has/have been unappealably imposed on the Contractor.

The resolutive condition is materialized when there is no less than a six-month-period between the acknowledgement of the breach and the expiry of the Contract term; in the event of fulfilment of the resolutive condition, it shall be deemed that the Contract be dissolved on the day of concluding a new contract for the execution of this part of the public procurement hereunder, and the Contracting Authority shall commence a new public contract awarding procedure no later than in 30 days after having acknowledged the breach. Should the Contracting Authority not institute a new public procurement procedure in 30 days, it shall be deemed that this Contract be dissolved on the 30th day after the Contracting Authority has acknowledged the resp. breach. In such a case, the Contracting Authority shall realise the guarantee for solid execution of contractual obligations and for the elimination of defects within the warranty period to the full amount, and claim the balance amount up to the full indemnification from the Contractor.

22. člen

Pogodbeni stranki potrjujeta, da sta seznanjeni in se zavedata dejstva, da je predmetna pogodba nična, če je ali bo v katerikoli fazi sklepanja ali izvajanja te pogodbe kdo v imenu ali na račun ene pogodbene stranke predstavniku ali posredniku druge pogodbene stranke obljubil, ponudil ali dal kašno nedovoljeno korist za pridobitev posla po tej pogodbi, za sklenitev posla pod ugodnejšimi pogoji, za opustitev dolžnega nadzora nad izvajanjem pogodbenih obveznosti ali za drugo ravnanje ali opustitev, s katerim je ali bo kateri koli pogodbeni stranki povzročena škoda ali pa je ali bo omogočena pridobitev nedovoljene

Article 22

The Parties hereby acknowledge having been informed and aware of the fact that said Contract be null and void if at any stage of negotiation/conclusion or execution hereof any person had or will have promised, offered or given on behalf or account of one Party to any representative, agent or broker of the other Party any undue advantage or benefit with the intent of acquiring the business hereunder, concluding said business under more favourable terms, by omission of the due supervision over the performance of obligations hereunder, or by any other act, conduct or omission resulting in a damage or loss to any of the Parties, or allowing to obtain undue advantage to any

<p>koristi predstavniku ali posredniku katerekoli pogodbene stranke ali njegovemu predstavniku, zastopniku ali posredniku.</p> <p>Pogodbeni stranki se zavezujeta izogibanja vsakršnih ravnanj, ki bi povzročila ničnost pogodbe po prejšnjem odstavku tega člena. Ta izjava predstavlja izjavo v skladu s predpisi o integriteti in preprečevanju korupcije.</p>	<p>representative, agent or broker of any Party hereunder and/or to any of their sub-representative, sub-agent or sub-broker.</p> <p>The Parties are committed to avoid any conduct that might lead to, or result in annulment or voidness of the Contract in the meaning of the preceding paragraph. This statement stands for the Statement required by the regulations on integrity and prevention of corruption.</p>
<p style="text-align: center;">23. člen</p> <p>Pogodbeni stranki bosta morebitne spore nastale iz te pogodbe ali zaradi te pogodbe uredili sporazumno, v primeru, da sporazumna rešitev ne bo mogoča, bo za rešitev sporov pristojno sodišče v Kopru z uporabo slovenskega prava, po katerem se tudi presoja pogodbeno razmerje.</p>	<p style="text-align: center;">Article 23</p> <p>The Parties shall resolve any dispute arising from, or in connection with this Contract, by mutual agreement; if they fail to reach an agreement, the dispute shall be referred to the competent court in Koper, applying the Slovenian Law, under which the contractual relationship is governed.</p>
<p style="text-align: center;">24. člen</p> <p>Ta pogodba prične veljati z dnem podpisa obeh pogodbenih strank. Pogodba je napisana v štirih izvodih, od katerih prejme vsaka pogodbeni stranka po dva izvoda.</p> <p>Kot avtentični jezik pogodbe se šteje slovenski jezik.</p>	<p style="text-align: center;">Article 24</p> <p>This Contract shall enter into effect on the date of signing by both Parties. It is issued in four counterparts, two for each Party.</p> <p>As an authentic language of the contract shall be deemed Slovenian language.</p>
<p>Koper, <u>6.1.2023</u></p>	<p>Koper, <u>10.1.2023</u></p>

Naročnik/Contracting Authority:
Luka Koper, d.d.

Predsednik uprave /
Management Board President
Boštjan Napast

Članica uprave/ Member of the
Management Board
Nevenka Kržan

Izvajalec/Contractor:
Tagros d.o.o.

Direktor/Director
Sandi Rojc

TAGROS d.o.o.
Vojkovo nabrežje 38
6000 KOPER