

VZOREC OKVIRNEGA SPORAZUMA O DOBAVI AMONIKA (Okvirni sporazum št. _____)	MODEL FRAMEWORK AGREEMENT ON THE SUPPLY OF AMMONIA <i>(Framework Agreement No. _____)</i>
ki ga dogovorita in skleneta TERMOELEKTRARNA ŠOŠTANJ d.o.o., Cesta Lole Ribarja 18, 3325 ŠOŠTANJ, ki jo zastopa generalni direktor mag. Branko Debeljak, v nadaljnjem besedilu "kupec". ID št. za DDV: SI92189903. Matična številka: 5040388000. in NAZIV PODJETJA 1, Naslov podjetja ki ga zastopa direktor/ica ID št. za DDV: SI _____. Matična številka: _____. NAZIV PODJETJA 2, Naslov podjetja ki ga zastopa direktor/ica ID št. za DDV: SI _____. Matična številka: _____. NAZIV PODJETJA 3, Naslov podjetja ki ga zastopa direktor/ica ID št. za DDV: SI _____. Matična številka: _____. v nadaljnjem besedilu "stranke okvirnega sporazuma, prodajalec". kot sledi	agreed and concluded by and between TERMOELEKTRARNA ŠOŠTANJ d.o.o. Cesta Lole Ribarja 18, 3325 ŠOŠTANJ, represented by M. Sc. Branko Debeljak, the managing director hereinafter referred to as "the Buyer" ID for VAT: SI92189903. Company registration number: 5040388000 and NAME OF COMPANY 1 Address represented by _____, Director ID for VAT: SI _____. Company registration number: _____. NAME OF COMPANY 2 Address represented by _____, Director ID for VAT: SI _____. Company registration number: _____. NAME OF COMPANY 3 Address represented by _____, Director ID for VAT: SI _____. Company registration number: _____. hereinafter referred to as "Parties to the Framework Agreement, Contractor". as follows

1. UVODNE DOLOČBE Kupec je na Portalu javnih naročil, št. objave _____ z dne _____, objavil javno naročilo »Dobava amoniaka«. Javno naročilo je bilo vodeno po postopku s pogajanjem z objavo v skladu s 45. členom Zakona o javnem naročanju (ZJN-3). Odločitev o oddaji javnega naročila je postala pravnomočna dne _____. Stranke okvirnega sporazuma uvodoma ugotavljajo, da ima kupec pri opravljanju svoje dejavnosti potrebo po oskrbi z amoniakom (v nadaljevanju: blago). Prodajalec je oddal prijavo/ponudbo, na podlagi pogajanj je prodajalec oddal končno ponudbo, ki jo je kupec pregledal in potrdil njeno ustreznost. Navedena prijava/ponudba je bila najugodnejša in je osnova za sklenitev tega okvirnega sporazuma, ki je sklenjen po končanem postopku javnega naročanja. S tem sporazumom se kupec in stranke okvirnega sporazuma dogovorijo o splošnih pogojih izvajanja javnega naročila. Sestavni del tega sporazuma so tudi dokumentacija v zvezi z oddajo javnega naročila in prijave/ponudbe prodajalcev. V primeru nasprotja med tem okvirnim sporazumom, dokumentacijo v zvezi z oddajo javnega naročila in prijavo/ponudbo prodajalca, veljajo najprej določbe tega okvirnega sporazuma, nato dokumentacije v zvezi z oddajo javnega naročila, nato določbe prijave/ponudbe, če ni v tem okvirnem sporazumu izrecno navedeno drugače. V primeru razhajanj ali nasprotij med angleško in slovensko verzijo okvirnega sporazuma, obvelja slovenska verzija okvirnega sporazuma.	1 PRELIMINARY PROVISIONS A public contract "Supply of ammonia, notice No. _____ of _____, was published on the public procurement portal by the Buyer. The public procurement procedure was conducted in a negotiated procedure with the publication taking place in accordance with Article 45 of Public Procurement Act (hereinafter: ZJN-3). The decision on the award of the public contract became final as of _____. The Parties to the Framework Agreement hereby agree that the Buyer, for performance of production, needs supply of ammonia (hereinafter: the goods). The Supplier has submitted its Application/Offer and final Offer, which the Contracting Entity has reviewed and confirmed. The respective Application/Offer has been selected as successful and the Framework agreement shall be concluded on its basis after completed public procurement contract procedure. By concluding this Agreement, the Buyer and the Parties to the Framework Agreement agree on general terms and conditions of implementing the public contract. Contract award documentation and applications/tenders of the contractors form an integral part of this Framework Agreement. In the event of conflict between this Framework Agreement, documentation relating to the award of public contract and a contractor's application/tender, the provisions of this Framework Agreement shall prevail, followed by the provisions of the public contract award documentation and then by the provisions of the application/tender, unless expressly stated otherwise in this Framework Agreement. In the event of any discrepancies or contradictions between the English and Slovenian versions of the Framework Agreement, the Slovenian version of the Framework Agreement shall prevail.
2. PREDMET OKVIRNEGA SPORAZUMA Prodajalec ima v svojem prodajnem programu za kupca ustrezno blago, prav tako je sposoben organizirati prevoz in s tem nuditi kupcu nemoteno dobavo blaga. Stranke okvirnega sporazuma soglašajo do prvega odpiranja konkurence, da bo prodajalec kupcu dobavljal blago, po cenah kot so opredeljene v ponudbi prodajalca,	2 SUBJECT OF THE FRAMEWORK AGREEMENT The Seller's product mix comprises goods that are adequate for the Buyer. Apart from that, the Seller is also able to organise the transport and as such provide unhindered supply of goods to the Buyer. Until the next opening of competition, the parties to the Framework Agreement

ki je sestavni del tega okvirnega sporazuma. S tem sporazumom se kupec in stranke okvirnega sporazuma dogovorijo o pogojih odpiranja konkurence in oddaje posameznih naročil/odpoklicev, ki jih kupec po obsegu in času ne more vnaprej natančno določiti (praviloma bo naročnik odpiral konkurenco obdobjno predvidoma vsake tri (3) mesece, lahko pa tudi v daljšem/krajšem časovnem obdobju v skladu s potrebami kupca). Kupec si pridružuje pravico izvesti odpiranje konkurence tudi za daljše/krajše časovno obdobje. Stranke okvirnega sporazuma soglašajo, da bo prodajalec kupcu dobavil blago, ki je natančno opredeljeno v specifikaciji dokumentacije v zvezi z oddajo javnega naročila in prijavi/ponudbi posameznega prodajalca, ki sta sestavni del tega okvirnega sporazuma. Razpisane ocenjene količine blaga so okvirne, dejansko naročene količine so odvisne od dejanskih potreb kupca v obdobju veljavnosti okvirnega sporazuma. Kupec si pridržuje pravico, da od prodajalcev, s katerimi ima sklenjen okvirni sporazum, zahteva, da podajo cene za novo blago, ki ga želi kupec dodatno naročiti tekom trajanja okvirnega sporazuma in ga prodajalec ponuja, ni pa bil vključen v prijavo/ponudbo, ki jo je dal prodajalec kupcu. Prav tako si kupec pridržuje pravico, da v primeru spremenjenih okoliščin naroči blago drugega proizvajalca, dobavitelja, druge kataloške številke ali drug tip blaga, pod pogojem, da kvaliteta takšnega blaga ustreza vsem tehničnim zahtevam kupca iz dokumentacije o javnem naročilu. S tem okvirnim sporazumom se prodajalec zaveže, da bo kupcu prodal in dostavil zahtevano količino blaga, kupec pa mu bo za to plačal dogovorjeno ceno. Kupec si pridržuje pravico, da v okviru izvedenega javnega naročila med izvajanjem tega okvirnega sporazuma poveča ali zmanjša obseg naročenega blaga in ga prilagodi dejanskim potrebam kupca. Prodajalec se zaveda in soglašja, da zaradi navedenega pridržka ne more utemeljeno pričakovati nikakršnega dobička in da nima nobenih pravic iz naslova izgube prihodka oz. izgubljenega dobička zaradi izpada pozitivnega poslovnega interesa ali podobno, v primeru, da bo obseg naročenega blaga manjši od predvidenega zaradi manjših potreb kupca. Prodajalec se izrecno in nepogojno odpoveduje vsem zahtevkom proti kupcu zaradi nedoseganja ali preseganja ocenjenih količin. Predviden obseg naročenega blaga	agree for the Contractor to provide goods, should the need arise on the part of the Buyer, at prices defined in the Contractor's tender _____ which forms an integral part of this Framework Agreement. By concluding this Agreement, the Buyer and the Parties to the Framework Agreement agree on the conditions of opening competition and awarding individual orders which the Buyer is unable to specify in advance in terms of volume and time (as a rule every three (3) months, but this period may also be longer/shorter depending on the Employer's needs). The Buyer reserves the right of also opening competition for a longer/shorter period of time. The parties to the Framework Agreement agree for the Contractor to provide the Buyer with the goods that are specified in the documentation and the application/tender of individual contractor both of which form an integral part of this Framework Agreement. Tendered amounts of goods are a rough estimate only; the actual ordered amounts depend on the actual needs of the Buyer during the term of the Framework Agreement. The Buyer reserves the right to demand from the sellers with whom they have concluded the Framework Agreement that they submit a price for new goods the Buyer wishes to order extra during the term of the Framework Agreement and which the sellers have in their product mix but have not been included in the application/tender which the Seller submitted to the Buyer in the first place. The Buyer also reserves the right, in the event of changed circumstances, to order goods from a different manufacturer, supplier, of a different catalogue number or goods of a different type, provided the quality of such goods complies with the Buyer's technical requirements laid down in the public contract award documentation. By concluding this Framework Agreement, the Seller undertakes to sell and deliver to the Buyer the required quantities of goods, and the Buyer shall pay them the agreed price in return. In the framework of implementing the contract under this Framework Agreement, the Buyer reserves the right to reasonably increase or decrease the volume of ordered goods or to adjust it to the actual needs of the Buyer. The Seller is aware of
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lahko odstopa tudi zaradi sprememb okoliščin, ki jih kupec ne more predvideti. Kupec in stranke okvirnega sporazuma se ne odpovedujejo spremenjenim okoliščinam za nazaj. Kupec si pridržuje tudi pravico, da podaljša veljavnost okvirnega sporazuma za obdobje do osemnajst (18) mesecev, v kolikor se izkaže, da predmet naročila po postopku javnega naročanja še potrebuje in da maksimalna ocenjena pogodbeni vrednost še ni pokoriščena. Kupec bo izvedel vse zgoraj navedene spremembe v skladu s prvo točko prvega odstavka 95. člena ZJN-3. Prodajalec je z oddajo prijave/ponudbe podal soglasje k vsem pridržkom kupca iz dokumentacije in/ali tega okvirnega sporazuma tako, da jih lahko kupec po potrebi enostransko izvede.	and agrees that owing to the aforementioned reservation they cannot reasonably expect to have any profit and that they have no rights whatsoever in respect of loss of income or loss of profit resulting from the loss of positive commercial interest or alike in the event the volume of the ordered goods is lower than envisaged owing to the Buyer's reduced needs. The Seller explicitly and unconditionally waives any and all claims against the Buyer on account of not achieving or exceeding the estimated quantities. The volume of ordered goods may also deviate from the estimates owing to the circumstances which the Buyer is unable to foresee. The Buyer and the parties to the Framework Agreement do not waive changed circumstances in retrospect. The Buyer reserves the right to extend the term of the Framework Agreement for a period of up to eighteen (18) months if it turns out that the Buyer still requires the subject of the public contract award procedure and provided the maximum estimated contract value has not yet been exhausted. The Buyer shall implement all the above listed changes in accordance with point one of Article 95(1) of the Public Procurement Act (ZJN-3). By submitting the application/tender, the Seller consents with the Buyer's reservations set out in the documentation and/or this Framework Agreement, so the Buyer may, if applicable, implement them unilaterally.
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3. KVALITETA BLAGA IN REKLAMACIJE	3 QUALITY OF GOODS AND COMPLAINTS
3.1 Stranke okvirnega sporazuma soglašajo, da bo kvaliteta blaga skladna z zahtevano kemijsko sestavo, podano v dokumentaciji v zvezi z oddajo javnega naročila. Dokument, ki opredeljuje kemijsko sestavo, je priložena Tehnična specifikacija kemikalije. Varnostni list za blago bo v slovenskem jeziku in bo skladen z REACH. Stranke okvirnega sporazuma soglašajo, da bo poreklo blaga slovensko oziroma evropsko. Prodajalec se zavezuje, da bo kupca takoj obvestil o spremembah povezanih z varnostnimi in tehničnimi listi. Prodajalec se zavezuje, da bo v primeru nove izdaje varnostnega lista, ko postane predhodna izdaja neveljavna, kupcu poslal nov veljaven varnostni list.	3.1 The Parties to the Framework Agreement agree for the quality of the goods to comply with the required chemical composition stated in the public contract award documentation. The document specifying the chemical composition is the Chemical Technical Specification attached hereto. The safety data sheet shall be drawn up in the Slovene language and shall be compliant with REACH. The Parties to the Framework Agreement consent for the goods to be of Slovene or European origin. The Seller undertakes to inform the Buyer forthwith of any changes related to the safety data sheets and technical data sheets. The Seller undertakes that in the event of issuing a new safety data sheet which

Prodajalec se zavezuje, da bo kupcu ob dobavi blaga predložil tehnično specifikacijo (analizni list) dobavljenega blaga. 3.2 Stranke okvirnega sporazuma soglašajo, da bo kupec lahko po potrebi izvajal naključno kontrolo kvalitete dobavljenega blaga in da ima pravico odvzeti vzorec blaga ter ga dati v analizo neodvisni akreditirani instituciji. V primeru kakršnihkoli ugotovljenih pomanjkljivosti je prodajalec dolžan nemudoma pristopiti k odpravi pomanjkljivosti oziroma dobaviti ustrezno novo blago najkasneje v roku 24 ur. Vsi stroški odprave pomanjkljivosti bremenijo prodajalca. 3.3 Če kupec upravičeno dvomi, da prodajalec dobave ne bo opravil v rokih, ne bo dobavil blaga ustrezne kvalitete ali ne bo izpolnjeval drugih obveznosti po tem okvirnem sporazumu, je dolžan prodajalec na svoje stroške storiti vse potrebno, da se nadomesti zamujeno ali vzpostavi zahtevana kvaliteta. V nasprotnem primeru bo kupec lahko uveljavljal odstop od okvirnega sporazuma ter kazni po tem okvirnem sporazumu. V primeru odstopanja v kvaliteti ali količini se postopa v skladu z določili tega okvirnega sporazuma in določili konkretnega poziva. V primeru odstopanja med deklarirano in dejansko količino se to vpiše v zapisnik, katerega se posreduje prodajalcu. V kolikor se ugotovi, da je količina manjša kot je bila naročena, prodajalec preide v zamudo.	renders the previous version invalid, they shall send the Buyer a new safety data sheet. The Seller undertakes that upon delivery of goods to the Buyer they shall also submit a technical specification (analysis sheet) of supplied goods. 3.2 The Parties to the Framework Agreement agree that the Buyer shall, if needed, carry out random control of quality of the supplied goods with them also being entitled to take a sample of the goods and submit it for analysis to an independent accredited institution. In the event of any identified shortcomings, the Seller shall be obliged to remedy any such shortcomings immediately or to supply new adequate goods no later than within 24 (twenty-four) hours. All costs related to the remedying of shortcomings shall be borne by the Seller. 3.3 If the Buyer has reasonable concerns that the Seller shall not supply the goods within the agreed time limits, that they shall not supply goods of adequate quality or that they shall not fulfil their obligations under this Framework Agreement, the Seller must do everything in order to catch up with the delay or set up the required quality at their own expense. Otherwise, the Buyer may enforce the right to withdraw from the Framework Agreement and the right to contractual penalty under the Framework Agreement. In the event of deviations from the agreed quality or quantity, the parties shall act in accordance with the provisions of this Framework Agreement and the provisions contained in the relevant request. If the actual quantity deviates from the declared one, this shall be entered in the report which shall then be sent to the Seller. If the quantity is found to be less than what was ordered, the Seller shall be deemed to be in default.
4. NAČIN NAROČANJA/IZVAJANJE ODPOKLICEV IN DOBAVA BLAGA Količino blaga bodo stranke dogovorile za vsako dobavo posebej na podlagi sprotnih pisnih naročil (praviloma po e-pošti). Dobava bo sukcesivna v skladišče kupca v rednem delovnem času kupca. Predvidena mesečna količina dobavljenega blaga z avtocisterno ali vagon-cisterno pa bo znašala cca. 200 ton. (spremeniti glede na izbrano opcijo: za blago	4 DEADLINE FOR THE PROVISION OF GOODS/SERVICES; CARRYING OUT ORDERS The parties shall agree on the quantity of goods for each supply separately based on real-time written orders (which, as a rule, are submitted by e-mail). The goods will be supplied successively to the Buyer's warehouse with the delivery taking place during the Buyer's regular working hours. The anticipated monthly quantity of goods to be delivered by road tanker or tank wagon shall amount to approx. 200 tonnes (to be amended based on the selected

dobavljeno v avtocisternah oz. za blago dobavljeno v vagon-cisternah). Praznjenje bo potekalo v rezervoar, katerega razpoložljivost je 1000 m³. Rezervoar se naj dopolnjuje tako, da bo polovica volumna vedno polna, oziroma na razpolago. Predvidena količina blaga v vsakem posameznem mesecu znaša cca. 200 ton. Prodajalec bo kupcu blago dobavljal v brezhibnem stanju, in sicer v rinfuzi z avtocisterno ali v vagon-cisterni (spremeniti glede na izbrano opcijo: za blago dobavljeno v avtocisternah oz. za blago dobavljeno v vagon-cisternah). Prodajalec bo kupcu blago po tem sporazumu dobavljal predvidoma mesečno po dogovoru oziroma v roku 7 delovnih dni od datuma naročila po elektronski pošti s strani kontaktne osebe kupca. Prodajalec bo omogočil nemoteno dobavo blaga, glede na obratovalne potrebe kupca. V kolikor bi se, v času izvajanja okvirnega sporazuma izkazalo kot potrebno, lahko kupec in prodajalec dogovorita tudi drugačne termine dobav oziroma se dogovorita o podrobnostih, ki bi lahko kakorkoli vplivale na nemoten potek dobav. Količine blaga so okvirne in za kupca niso obvezujoče. Kupec bo naročal količine blaga, kot jih bo dejansko potreboval, v primeru, da se potrebe kupca zmanjšajo, prodajalec ni upravičen do morebitnega povračila iz naslova iz izgubljenega dobička, povzročene škode, odškodnine ali podobno. Prodajalec se zavezuje, da bo na dobavnico zapisal številko okvirnega sporazuma kupca ter šifro naročenega blaga. Kupec si pridržuje tudi pravico, da v primeru nastopa nepredvidenih okoliščin (npr. dokazane težave/zamude pri transportu, pri dobavi materialov za blago, in iz tega naslova moteno ali okrnjeno delovanje proizvodnje, ipd., ki niso nastale po krivdi prodajalca), nastalih po sklenitvi tega okvirnega sporazuma, za posamezno dobavo, podaljša ali skrajša rok dobave blaga, in sicer za toliko dni kot so trajale nepredvidene okoliščine, kar pa ne vpliva na spremembo obveznosti prodajalca ali ceno blaga iz tega sporazuma. Kupec si pridrži pravico do podaljšanja roka za zaključek dobave blaga, v kolikor zaradi razloga na strani kupca pride do zamika, prekinitve dobave blaga na zahtevo kupca, če kupec naroči dodatno blago ali občutne spremembe izvedbe, ki vplivajo na kritične poti pri dobavi blaga - za toliko časa, kot je potrebno, da se te dobave	option: for goods delivered in road tankers and goods to be delivered in tank wagons, respectively). The goods are to be emptied in a tank with a capacity of 1000 m³. The tank shall be filled in such a manner so it is always half full, meaning one half of the tank is always empty, i.e. available for use. The anticipated quantity of goods in each month is approx. 200 tonnes. The Seller shall supply the goods to the Buyer in an unhindered state, i.e. in bulk state delivered either by road tanker or tank wagon (to be amended based on the selected option: for goods delivered in road tankers and goods to be delivered in tank wagons, respectively). The Seller shall deliver the goods under this agreement to the Buyer on a monthly basis as agreed or no later than within seven (7) business days from the date of the order sent by the Buyer's contact person via e-mail. The Seller shall provide for an unhindered supply of goods considering the Buyer's operational requirements. If during the implementation of the Framework Agreement it proves necessary to do so, the Buyer and the Seller may agree on different delivery time limits or on different details which may in any way affect the unhindered progress of supply. The quantities of the goods are estimates only and are not binding on the Buyer. The Buyer shall order the goods in the quantities actually required. Should the Buyer's requirements decrease, the Seller shall not be entitled to any compensation arising from the loss of profit, sustained damage, indemnification and alike. The Seller undertakes to indicate in the delivery note the Buyer's Framework Agreement number and the code of the ordered goods. Owing to potential unforeseen circumstances (e.g. proven difficulties/delays in transporting, supplying the materials required for the goods and thereto related disturbances of production or limited production etc. through no fault of the Seller) which arise after the conclusion of this Framework Agreement, the Buyer reserves the right to extend or shorten the goods delivery time limit for individual supply for as many days as such unforeseen circumstances lasted. This, however, shall not change the obligations the Seller has under this agreement or the value of the goods under this agreement. The Buyer reserves the right to extend the time limit for completing the delivery of
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blaga izvedejo. Vse zgoraj navedene spremembe, se za vse zgoraj navedeno izvedejo na podlagi 1. točke 1. odstavka 95. člena ZJN-3.	the goods if for reasons attributable to the Buyer there is a delay, a suspension of the delivery of goods, if the Buyer orders additional goods or demands that the order be carried out in a significantly different manner affecting the critical supply channels - for as much time as is required for the delivery to be completed. Any above-stated changes for all the things listed above be implemented in line with the first paragraph of Article 95(1) of Public Procurement Act (ZJN-3).
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5. POGODBENA KAZEN	5 CONTRACTUAL PENALTY
Stranke okvirnega sporazuma soglašajo, da v kolikor prodajalec dobave blaga ne izvede pravočasno, sme kupec kupiti blago zaradi kritja pri drugemu prodajalcu ter zahtevati razliko med kupnino, ki je bila določena v okvirnem sporazumu, in kupnino pri kritnem kupu. V kolikor je kupec primoran izvesti kritni kup zaradi neizvedene dobave blaga oz. zamude pri dobavi blaga v skladu s tem sporazumom s posameznim prodajalcem trikrat, ima kupec pravico, da brez odpovednega roka odstopi od tega okvirnega sporazuma s tem prodajalcem. V primeru, da prodajalec po lastni krivdi ne izpolni obveznosti po tem okvirnem sporazumu v roku dogovorjenem s tem okvirnim sporazumom je dolžan kupcu plačati pogodbeno kazen v roku 8 dneh od datuma izstavitve računa. Če prodajalec iz razlogov, ki niso na njegovi strani, ni mogel pravočasno izpolniti obveznosti okvirnega sporazuma, se lahko dobavni rok temu sorazmerno podaljša. V takem primeru je prodajalec dolžan okoliščine, ki so mu onemogočale pravočasno izvedbo obveznosti okvirnega sporazuma, prepričljivo dokazati. Dobavni rok se lahko podaljša tudi v drugih primerih, če kupec oceni, da bi bila zamenjava prodajalca kljub neznatni zamudi pri izpolnjevanju obveznosti okvirnega sporazuma nesmotrna. Višina pogodbene kazni se določi na osnovi cen, navedenih v točki 6., odvisno od časa dobave blaga. Pogodbena kazen se plača v višini 0,5% maksimalne celotne ocenjene vrednosti okvirnega sporazuma za vsak zamujeni koledarski dan, pri čemer skupni znesek pogodbene kazni ne more presegati 15% od maksimalne celotne ocenjene vrednosti sporazuma. Prodajalec je poleg pogodbene kazni dolžan plačati kupcu tudi vso odškodnino za škodo, ki bi jo kupec imel zaradi prodajalčevih kršitev obveznosti, katere je prevzel s tem okvirnim sporazumom.	The parties to the Framework Agreement consent that the Buyer may, if the Seller fails to supply the goods within the agreed time limit, for reason of coverage buy the goods from a different seller and demand the difference between the purchase price determined in this Framework Agreement and the purchase price paid for the coverage purchase. If the Buyer is obliged to carry out a coverage purchase three times because a seller fails to supply goods or supplies the goods under this Framework Agreement with a delay, the Buyer may without a notice period terminate this Framework Agreement with such seller. If the Seller for reasons of their own doing fails to fulfil the obligations under this Framework Agreement within the time limit agreed herein, the Seller shall be obliged to pay to the Buyer a contractual penalty within eight (8) days of the date of the invoice. If the Seller through no fault of their own is unable to fulfil their obligations under the Framework Agreement on time, the delivery time limit may be extended accordingly. In this case the Seller shall be obliged to convincingly evidence the circumstances that prevented them to fulfil their obligations under the Framework Agreement on time. The delivery time limit may also be extended in other cases if the Buyer estimates that replacing the Seller despite an insignificant delay in fulfilling the obligations under the Framework Agreement would not make sense. The amount of the contractual penalty shall be determined on the basis of the prices listed in section 6, depending on the delivery time. The contractual penalty to be paid for each day of delay shall amount to 0.5% of the maximum total estimated value of the Framework Agreement, with the maximum contractual penalty being capped at 15% of the maximum total estimated value of the Framework Agreement.

V primeru nastanka škode, ki jo kupec utрпи zaradi zamude s strani prodajalca in bi nastala škoda preseгла znesek pogodbene kazni, je prodajalec poleg pogodbene kazni dolžan plačati kupcu tudi vso odškodnino za škodo, vendar največ do višine maksimalno ocenjene vrednosti okvirnega sporazuma z DDV, ki bi jo kupec imel zaradi prodajalčevih kršitev obveznosti, katere je prevzel s tem okvirnim sporazumom. Ta omejitev ne velja za škodo, ki je povzročena naklepno ali iz hude malomarnosti. Prodajalec mora, če ga kupec k temu pozove, skupaj s prodajalcem sodelovati kot stranka v eventualnih sporih, nastalih zaradi zamude, nepravilne izpolnitve ali neizpolnitve prodajalca. V primeru, ko prodajalec ne more dobaviti blaga v dogovorjenem roku zaradi višje sile ali iz drugih opravičljivih razlogov, se ustrezno podaljša tudi dobavni rok po tem okvirnem sporazumu. Blago potuje na riziko prodajalca.	Apart from the contractual penalty, the Seller shall also be obliged to pay to the Buyer the compensation for damage incurred by the Buyer on account of the Seller's failure to fulfil the obligations which they assumed under this Framework Agreement. In the event of damage which the Buyer incurs on account of the Seller's delay in fulfilling their obligations, with such damage exceeding the amount of contractual penalty, the Seller shall be obliged to pay not only the contractual penalty but also compensation for the damage incurred by the Buyer as a result of the Seller not fulfilling the obligations which they assumed under this Framework Agreement. Such compensation shall be capped at the maximum estimated value of the Framework Agreement with VAT included. This limitation does not apply to damage caused by intent or gross negligence. If requested by the Buyer, the Seller shall, together with the Buyer, participate as a party to potential disputes resulting from the Seller being in delay in fulfilling their obligations, fulfilling their obligations improperly or failing to fulfil their obligations. If the Seller is unable to provide the goods within the agreed time limit for reasons of force majeure or other justifiable reasons, the time limit for the provision of goods set out in the Framework Agreement shall be extended accordingly. The goods shall be transported at the Seller's risk.
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6. OCENJENA VREDNOST OKVIRNEGA SPORAZUMA	6 ESTIMATED VALUE OF THE FRAMEWORK AGREEMENT
6.1 Cene na enoto Stranke okvirnega sporazuma soglašajo, da so cene fiksne do naslednjega odpiranja konkurence, ne vključujejo DDV, so DDP Šoštanj (Incoterms, 2020) in so navedene v prilogi tega okvirnega sporazuma (Specifikacija blaga).	6.1 Prices per unit The parties to the Framework Agreement agree that the prices are fixed until the first opening of competition, do not include VAT, DDP Šoštanj (Incoterms, 2020), and are stated in an appendix hereto (Specification of Goods).
6.2. Maksimalno ocenjena vrednost okvirnega sporazuma Stranke okvirnega sporazuma soglašajo, da znaša skupna maksimalno ocenjena vrednost okvirnega sporazuma za amoniaka _____ EUR brez vključenega DDV. DDV se obračuna po trenutni veljavni zakonodaji.	6.2 Maximum estimated value of the Framework Agreement The Parties to the Framework Agreement agree that the total estimated value of the Framework Agreement for the supply of ammonia amounts to EUR _____, exclusive VAT. VAT shall be charged in line with the legislation currently in force.

7. IZVAJANJE OKVIRNEGA SPORAZUMA, ODPIRANJE KONKURENCE	7 IMPLEMENTING THE FRAMEWORK AGREEMENT, OPENING OF COMPETITION
Kupec bo vsem strankam okvirnega sporazuma praviloma vsake tri (3) mesece po elektronski pošti poslal prilogo št. 7 (Obrazec ponudbe – za odpiranje konkurence) ter Specifikacijo blaga za oddajo ponudb s cenami/enoto, ki bodo veljale za obdobje do naslednjega odpiranja konkurence. Prodajalec mora pri odpiranjih konkurence	As a rule, every three (3) months, the Buyer shall, either by e-mail or through the e-JN system, send to the Parties to the Framework Agreement Appendix No. 7 (Tender Form - for the opening of competition) and the Specification of for them to be able to submit their tenders comprising prices per unit which shall be valid by

ponuditi enako opcijo oz. obe opciji za katero oz. kateri je oddal prvotno ponudbo. V primeru, da bo kupec okvirni sporazum sklenil zgolj z enim prodajalcem, prodajalec k spremenjeni ceni v okviru odpiranja konkurence predloži dokumentacijo spremenjene cene z indeksi amoniaka (objavljeni na spletnih portalih za surovine) pri čemer cena ne sme biti višja, kot je sprememba indeksa. Prodajalec mora kot strokovnjak na svojem področju gibanje cen blaga na trgu poznati in mora biti z dokazili in podatki sposoben na zahtevo naročnika izkazati zatrjevano spreminjanje cen oziroma spremembo pogodbene cene, v okviru odpiranja konkurence. Stranka okvirnega sporazuma mora v določenem roku kupcu po elektronski pošti pravočasno poslati svojo ponudbo na elektronski naslov: nabava@te-sostanj.si. Nepravočasno prispele ponudbe se bodo obravnavale kot prepozne. Kupec bo v najkrajšem možnem času po prejemu zgoraj navedenega obrazca stranko okvirnega sporazuma obvestil o izboru. Prodajalec sam odgovarja za stalno spremljanje prejetih povabil na elektronskem naslovu. Kupec ni odgovoren za morebitno nedelovanje elektronskega naslova ali druge napake v delovanju prodajalca in je prost vsakršne odgovornosti iz naslova neprejema povabila na strani prodajalca, v kolikor lahko dokaže, da je povabilo odposlal na dogovorjen elektronski naslov. Kupec od prodajalca pričakuje aktivno oddajo ponudb na podlagi posameznega kupčevega povabila. V primeru, da prodajalec več kot dvakrat (2x) v obdobju veljavnosti okvirnega sporazuma ne odda ponudbe na podlagi prejetega kupčevega povabila, lahko kupec odstopi od okvirnega sporazuma s tem prodajalcem. Kupec mora o odstopu prodajalca obvestiti pisno. Odstop učinkuje z dnem, ko prodajalec prejme kupčevo obvestilo o odstopu. Če kupec za posamezno povabilo ne prejme nobene ponudbe ali nobene dopustne ponudbe, za tako konkretno naročilo/odpoklic ni več zavezan po tem sporazumu in naročilo/odpoklic lahko odda na trgu, vendar pod enakimi pogoji, kot jih je predstavil v povabilu po tem sporazumu. Če kupec spremeni pogoje neuspelega povabila, to šteje za novo povabilo. Kupec se lahko v primeru, da ne dobi nobene ponudbe ali nobene dopustne ponudbe, odloči tudi za ponovitev postopka.	the next opening of competition. Upon the opening of competition, the Seller shall submit the same option (or options) for which their original tender was submitted. If the Buyer concludes the Framework Agreement with only one seller, any such seller shall submit to their amended price stated within the process of opening of competition a documentation demonstrating the change in the price with ammonia indices included therein (as published on the online portals for raw materials). However, any such price shall not be higher than the change in the index. In the process of opening of competition, the Seller must, as an expert in their respective field, be familiar with the fluctuation of prices on the market and must also be able, through certificates and details, to demonstrate at the Buyers's request the purported fluctuation of prices and the change in the contractual price. A party to the Framework Agreement must send their tender to the Buyer within the given time limit by e-mail to: nabava@te-sostanj.si. Tenders received too late will be regarded as overdue. As soon as practicable after the receipt of the above-stated form, the Buyer shall inform the party to the Framework Agreement of the selection. It is Contractor's responsibility to constantly monitor their e-mail for the invitations to tender. The Buyer shall not be held responsible for potential down times of e-mail address or any other defects in the operation of the Contractor, and shall be free of any liability for the Contractor not receiving the e-mail, provided the Buyer can demonstrate they had sent the invitation to tender to the agreed e-mail address. The Buyer expects the Contractor to actively respond to their invitation to tender by submitting their tenders. If during the term of the Framework Agreement the Contractor, after having received the Employer's invitation to tender, fails to submit their tender more than twice (2x), the Buyer shall be entitled to withdraw from the Framework Agreement. The Buyer must inform the Contractor of withdrawal in writing. The withdrawal becomes effective on the date when the Contractor receives the Buyers notice of withdrawal. If, after sending the invitation to tender, the Buyer receives no tenders or none of the tenders submitted is admissible, the Buyer shall no longer be bound by this Framework Agreement for any such order and may place any such order on the market under the same conditions comprised in the invitation sent under this
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Pri oblikovanju ponudbene vrednosti mora prodajalec upoštevati vse stroške, ki jih bo imel z izvedbo posameznega naročila/odpoklica in morebitne popuste. Dejansko naročilo/odpoklic se na podlagi odpiranja konkurence odda ponudniku/prodajalcu, katerega ponudba je najugodnejša (najnižja skupna ponudbena cena brez DDV).	Framework Agreement. If the Buyer changes the conditions of a failed invitation, this shall be deemed a new invitation to tender. In the event the Buyer receives no tender or that none of the tenders received is admissible, the Buyer may also decide to repeat the procedure. In determining the tender value, the Contractor must take into account all costs they will incur in relation to individual order, including any potential discounts. Based on the opening of competition, the actual order is awarded to the tenderer/contractor who submitted the most advantageous tender (the lowest tender price, exclusive of VAT).
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8. PLAČILNI POGOJI IN NAČIN PLAČILA	8 DEADLINE AND METHOD OF PAYMENT
Osnova za obračun dejansko dobavljene količine blaga je obojestransko podpisana dobavnica, ki je priloga k računu. Prodajalec se zavezuje, da bo za dobavljeno blago, vsebinsko in računsko točen račun dostavil na sedež kupca oziroma na elektronski naslov tes.invoices@te-sostanj.si v .pdf obliki v roku treh (3) delovnih dni od datuma dobave blaga, katerega bo kupec poravnal v roku 60 dni od datuma dobave blaga na TRR prodajalca. Prodajalec se zavezuje, da bo k računu priložil dokument, iz katerega bo razviden realizirani znesek posameznega računa po okvirnem sporazumu in skupno realizirano stanje po okvirnem sporazumu. Na zadnjemu izstavljenemu računu bo jasno razvidno, kolikšna je v celoti dosežena vsota plačil po tem okvirnem sporazumu (vrednostno in odstotkovno). Na računu mora biti izkazan DDV oziroma ustrezna izjava o oprostitvi obračuna DDV v skladu z določili predpisov, ki urejajo obračun DDV v državah EU. Zamudne obresti se obračunavajo v višini obrestne mere za 6-mesečni EURIBOR, veljavne na dan zapadlosti računa. Obračun obresti je kupec dolžan plačati v roku 30 dni od izstavitve računa.	Delivery note shall form the basis for the calculation of actually provided goods. delivery note shall be signed by both parties and shall be attached to the invoice. The Contractor undertakes to deliver the correct invoice, both in terms of substance and calculated amounts, to the Employer's registered office or to their e-mail at tes.invoices@te-sostanj.si in a .pdf format within three (3) business days of the provision of goods/services, and the Employer shall be obliged to pay the invoice within 60 days of the provision of goods/services to the Contractor's current account. The Seller undertakes to attach to the invoice a document showing a realized amount of individual invoice under the Framework Agreement and a total realized situation under the Framework Agreement. The last invoice must clearly show the sum of all payments made under this Framework Agreement (value- and percentage-wise). The invoice shall also have the amount of VAT indicated or shall comprise an adequate statement of the service being exempt from the payment of VAT in line with the regulations governing the VAT accounting in the EU Member States. The default interest shall be calculated in the amount of the rate corresponding to the 6-month EURIBOR applicable on the due date of the invoice. The Employer shall be obliged to pay the interest within 30 days of the issued invoice.

9. REKLAMACIJE	9 COMPLAINTS
Prodajalec jamči kupcu, da blago nima stvarnih in pravnih napak, ter da ustreza vsem zahtevam kupca. Kupec bo prejeto blago pregledal, količinsko in kakovostno, ter o morebitnih očitnih napakah obvestil prodajalca v primernem, razumnem roku. O skritih napakah mora kupec prodajalca obvestiti takoj, ko jih opazi. Prodajalec ne odgovarja za skrite napake, ki se pojavijo potem, ko preteče 12 mesecev od prevzema blaga. V primeru, da dostavljeno blago ni ustrezno, stroške kupca, ki bi jih zaradi tega imel kupec, krije prodajalec. V primeru, da se reklamacija nanaša na poškodbe nastale pri transportu ali da je ugotovljen manjko ob prevzemanju blaga od prevoznika, se sestavi reklamacijski zapisnik, katerega podpiše prevoznik oziroma predstavnik kupca, ki prevzame blago. Prodajalec se obvezuje kupca pisno obvestiti (preko elektronske pošte) o rešitvi reklamacije in dobaviti reklamirano blago v dogovorjenem dobavnem roku. Za pozitivno rešene reklamacije, za napačno poslano ter za vrnjeno blago, izda prodajalec kupcu dobropis, za katerega se zmanjša obveznost kupca. V primeru neustreznosti dobavljenega blaga, pri katerem prodajalec vztraja, lahko kupec od tega okvirnega sporazuma odstopi, prodajalcu zaračuna pogodbeno kazen po okvirnem sporazumu, brez kakršnekoli obveznosti do prodajalca, prodajalec pa krije tudi razliko v ceni do naslednje najugodnejše ponudbe, za kar mu izda kupec račun.	The Seller guarantees vis-a-vis the Buyer that the goods are free from any material and legal defects and that they comply with the Buyer's requirements. The Buyer shall inspect the goods in terms of quantity and quality and shall inform the Seller of any obvious defects within a reasonable time limit. The Buyer shall inform the Seller of any hidden defects immediately after noticing them. The Seller shall not be held responsible for hidden defects revealed 12 months after the acceptance of the goods. In the event the supplied goods are inadequate, the Seller shall be obliged to cover the costs the Buyer incurs in relation to this. In the event the complaint refers to damage caused during the transport or if the acceptance of the goods reveals insufficient quantities, a report of complaint shall be drawn up, which shall be signed by the carrier and the Buyer's representative accepting the goods, respectively. The Seller undertakes to inform the Buyer in writing of the outcome of the complaint (by e-mail) and to supply the goods subject to the complaint within the agreed delivery time limit. For complaints resolved to the benefit of the Buyer as well as for wrongly sent and returned goods the Seller shall issue a credit note to the Buyer whose liability shall be reduced by the amount of the credit note. In the event of inadequacy of the supplied goods which the Seller refuses to replace, the Buyer may withdraw from this Framework Agreement and charge the Seller the contractual penalty under the Framework Agreement without any liability whatsoever to the Seller with the latter also being obliged to cover the difference in the price up to the next

10. GARANCIJSKI ROKI	10 WARRANTY PERIODS
Prodajalec se zavezuje, da bo ponujeno blago v celoti ustrezalo tehničnim zahtevam kupca iz dokumentacije javnega naročila ter zahtevani kakovosti. Prodajalec daje garancijo na kvaliteto dobavljenega blaga, in sicer je rok uporabe blaga pri pravilnih pogojih skladiščenja, kot izhaja iz varnostnega lista. V kolikor na varnostnem listu to ni posebej navedeno se šteje, da je rok uporabe 5 let po prvem odprtju embalaže.	The Seller undertakes for the tendered goods to fully comply with the Buyer's requirements laid down in the public contract award documentation and with the required quality. The Seller provides warranty for the quality of the supplied goods. If stored correctly, the shelf life of the supplied goods corresponds to that indicated in the safety data sheet. Unless explicitly stated on the safety data sheet, the shelf life

shall be 5 (five) years from the first opening of the packaging.

11. OSTALE OBVEZNOSTI STRANK OKVIRNEGA SPORAZUMA	11 OTHER OBLIGATIONS OF THE PARTIES TO THE FRAMEWORK AGREEMENT
11.1 Prodajalec se zavezuje, da bo sodeloval s kupcem po določilih tega okvirnega sporazuma, da bo blago dobavil pravočasno ter skladno s pogoji, opredeljenimi v tem okvirnem sporazumu ter, da bo: - prevzete obveznosti izvršil strokovno pravilno, vestno in kvalitetno, v skladu z vsemi veljavnimi tehničnimi predpisi, veljavnimi standardi in normativi, razpisnimi pogoji, ob tesnem sodelovanju s kupcem (skrbnost dobrega strokovnjaka), - izpolnil vse zahteve kupca pri izvedbi dobav, ki izhajajo iz dokumentacije v zvezi z oddajo javnega naročila in sprejete prijave/ponudbe prodajalca, in so sestavni del tega okvirnega sporazuma, - obveščal kupca o vseh spremembah, ki bi lahko vplivale na izvršitev obveznosti po okvirnem sporazumu, - izvršil dobave gospodarno in pravočasno v korist kupca, - storil vse, kar spada v obseg prevzetih obveznosti, da bi bili po tem okvirnem sporazumu dovoljeni roki izpolnjeni, - izpolnjeval vse pogoje v skladu z Zakonom o kemikalijah in Zakonom o prevozu nevarnega blaga, kar mora dokazati z ustrezno dokumentacijo; - predal dostavljeno pošiljko kupcu skladno s kupčevimi notranjimi predpisi o prevzemu pošiljke blaga, pri čemer se izrecno zaveže, da bo na svoje stroške odstranil vsako onesnaženje, nastalo pri prevozu in prečrpavanju. Kupec se zavezuje, da bo naročeno blago prevzel in sodeloval s prodajalcem po določilih tega okvirnega sporazuma ter: - tekoče obveščal prodajalca o vseh spremembah, ki bi lahko vplivale na izvršitev obveznosti iz okvirnega sporazuma, - poravnal obveznosti do prodajalca, - opravljal nadzor nad izvajanjem obveznosti s strani prodajalca.	11.1 The Seller undertakes to cooperate with the Buyer in accordance with the provisions of this Framework Agreement and to provide the goods in time and in accordance with the conditions laid down herein, as well as to: - implement the obligations assumed under the Framework Agreement in a professional, diligent and quality manner, in line with technical regulations, applicable standards and norms, tendered specifications and in close cooperation with the Buyer (with due skill, care and diligence); - fulfil the Buyer's requirements in supplying the goods which arise from the public contract award documentation and received application/tender and which form an integral part of this Framework Agreement; - notify the Buyer of any and all changes that may affect the fulfilling of their obligations under the Framework Agreement; - implement all contractual obligations in a prudent manner and for the benefit of the Buyer; - do everything that falls within the scope of the assumed liabilities in order to meet the time limits allowed under this Framework Agreement; - comply with all the conditions under the Chemicals Act and the Transport of Dangerous Goods Act, which must be evidenced by appropriate documentation; - submit the shipment of goods to the Buyer in line with the Buyer's internal rules on the acceptance of shipments of goods, with the Seller explicitly undertaking to eliminate any pollution caused by the transport or emptying of road tankers at their own expense. The Buyer undertakes to accept the ordered goods and to cooperate with the Seller in accordance with the provisions of this Framework Agreement, and to: - notify the Seller promptly of any and all changes that may affect the fulfilling of their obligations under the Framework Agreement; - settle any liabilities towards the Seller; - supervise the implementation of liabilities by the Seller.
11.2 Varovanje poslovne skrivnosti in osebnih podatkov Prodajalec se zavezuje, da: - bo kot poslovno skrivnost trajno varoval vse podatke in informacije, ki jih bo	11.2 Protecting business secrets and personal data The Contractor undertakes: - to treat as business secret all data and information they receive or which

pridobil oz. do katerih bo imel dostop oz. s katerimi se bo kakorkoli seznanil, v kakršnikoli obliki (pisni, ustni), na kakršnemkoli nosilcu, če so določeni kot poslovna skrivnost, pa tudi tiste, za katere ni izrecno določeno, da so poslovna skrivnost, če bi moral ali mogel vedeti, da bi zaradi njihovega posredovanja oz. razkritja nepooblaščenim osebam kupcu, družbam skupine kupca ali tretjim osebam, lahko nastala premoženjska ali nepremoženjska škoda; - bo trajno varoval vse osebne podatke, s katerimi se bo seznanil pri svojem delu s kupcem oz. družbami skupine kupca ali v zvezi z delom s kupcem oz. družbami skupine kupca oziroma ga bodo z njimi seznanili pri njegovem delu s kupcem oz. družbami skupine kupca, ne glede na to, na katero osebo se ti podatki nanašajo. Trajno varovanje poslovne skrivnosti in osebnih podatkov po prejšnjem odstavku pomeni dolžnost prodajalca, da bo listine, podatke in informacije po prejšnjem odstavku uporabljal izključno za namene izvajanja tega okvirnega sporazuma, in da jih brez poprejšnjega pisnega soglasja kupca ne bo kakorkoli razkril tretjim osebam, posebej ne z objavo v medijih, da jih ne bo razmnoževal, niti jih ne bo izkoriščal za druge namene, kot za izpolnitev tega okvirnega sporazuma ter da bo na zahtevo kupca kupcu nemudoma vrnil oziroma uničil vse zapise na listinah ali drugih medijih. Prodajalec se zavezuje, da bo vse osebe, ki bodo na strani prodajalca sodelovale pri izvajanju tega okvirnega sporazuma, zavezal z vsaj enakim standardom varovanja poslovnih skrivnosti in osebnih podatkov, kakor je sam zavezan po tem členu. Stranke se zavedajo, da kršitev dolžnosti varovanja poslovne skrivnosti in/ali osebnih podatkov po tem členu predstavlja kršitev veljavnih predpisov ter osnovo za odškodninsko odgovornost prodajalca. Ne glede na zgoraj navedeno je kupec kot zavezanec za dostop do informacij javnega značaja dolžan objaviti zakonsko določene podatke iz sklenjenega pravnega posla.	they will have access to or which they will be acquainted with, regardless the form (in writing or in oral form) and regardless the media such data and information is on, if such data is defined as business secret as well as any such data and information not specifically determined as business secret, if the Contractor should or could have known that sending or disclosing such data and information to unauthorised persons could cause pecuniary and non-pecuniary damage to the Employer, the companies within the Employer's group or third parties; - to permanently protect all personal data which they will become acquainted with in performing their work for the Employer or the companies within the Employer's group or in relation to the work performed for the Employer or the companies within the Employer's group or which they will become acquainted with in performing their work for the Employer or the companies within the Employer's group regardless of whom such data refer to. Permanent protection of business secret and personal data as described in the preceding paragraph means for the Contractor to use the documents, data and information under the preceding paragraph exclusively for the implementation of this Framework Agreement, and not to disclose any such data, without a preliminary written consent of the Employer, to any third parties, in particular not to publish them in media and not to reproduce them or use them for any other purpose but for the implementation of this Framework Agreement, and to immediately return to the Employer or destroy all records on paper or other media, if the Employer so requires. The Contractor undertakes to bind all their personnel who participate in the implementation of this Framework Agreement by the same level of business and personal data protection obligation as the Contractor is bound by under this Article. The Parties to the Framework Agreement are aware of the fact that violating the obligation of protecting business secret and/or personal data under this Article constitutes a violation of the applicable regulations and as such the basis for the Contractor's liability for damages. Notwithstanding the foregoing, the Employer is subject to the obligation to provide access to public information and is thus obliged to publish certain data that proceeds from the concluded legal transaction by operation of law.
11.3 Podizvajalci (<i>se upošteva v primeru, da prodajalec nastopa s podizvajalcem</i>) Prodajalec sme izvedbo dobav po tem okvirnem sporazumu prenesti na podizvajalce, ki so navedeni na listi podizvajalcev v Prilogi št. 8 in s podatki o posameznem	11.3 Subcontractors (<i>shall be taken into account if the Contractor implements the Framework Agreement with a subcontractor</i>) The Contractor may assign the fulfilment of obligations under this Framework

podizvajalcu v Prilogi št. 8a. V primeru, da bo prišlo med izvajanjem javnega naročila do kakršnihkoli sprememb pri podizvajalcih, bo prodajalec obvestil kupca in poslal nove informacije, in sicer najkasneje v petih dneh po spremembi ter priložiti vse potrebne priloge. Takšna sprememba ne odvezuje prodajalca od njegovih obveznosti in odgovornosti.

Prodajalec se izrecno zaveže, da bo vse svoje podizvajalce obvestil o Varovanju poslovne skrivnosti in osebnih podatkov, kot je določeno v točki 11.1 tega okvirnega sporazuma.

Ne glede na določbe prejšnjih odstavkov tega člena, mora prodajalec preveriti ustreznost, kvalificiranost in reference podizvajalcev ter odgovarja za vsa dejanja, opustitve ali malomarnosti kateregakoli podizvajalca, njegovega predstavnika ali namestnika, kot da gre za dejanja, opustitve ali malomarnosti samega prodajalca, njegovih predstavnikov oziroma namestnikov.

Prodajalec je dolžan zastopati svoje podizvajalce v odnosih s kupcem ter voditi in nadzorovati njihovo delo z namenom, da se zagotovi pravilna izpolnitev tega okvirnega sporazuma.

(samo v primeru zahteve podizvajalca za neposredno poplačilo)

V primeru, da podizvajalec poda zahtevo za neposredno poplačilo so sestavni del tega okvirnega sporazuma tudi Soglasja podizvajalcev – Priloga št. 9, da kupec namesto prodajalca poravnava terjatve podizvajalcev do prodajalca. V tem primeru prodajalec s podpisom tega okvirnega sporazuma pooblašča kupca, da na podlagi potrjenega računa/situacije neposredno plačuje vsem v okvirnem sporazumu navedenim podizvajalcem, in sicer na št. TRR, ki so navedeni v spodnji razpredelnici. Prodajalec mora svojemu računu/situaciji obvezno priložiti račune/situacije svojih podizvajalcev, ki jih je predhodno potrdil. Predhodno potrjen račun/situacija podizvajalca je pogoj za plačilo.

Priloga št. ____: Prodajalec v okviru tega okvirnega sporazuma nastopa skupaj z naslednjimi podizvajalci:

	NAZIV PODIZVAJALCA
POLNI NASLOV	
MATIČNA ŠTEVILKA	
DAVČNA ŠTEVILKA	
TRANSAKCIJSKI RAČUN	
PREDMET	
KOLIČINA	
VREDNOST	

Agreement to the subcontractors listed in the list of subcontractors in Appendix No. 7 and with the data on individual subcontractor in Appendix No. 7a. If there are any changes regarding the subcontractors during the implementation of the public contract the Contractor shall inform thereof the Employer and shall send them new information no later than within five days of the change including all the necessary appendices. Any such change shall not release the Contractor of any of their obligations and liabilities they have under the Framework Agreement.

The Contractor specifically undertakes to inform all their subcontractors of the obligation to protect business secret and personal data as is stipulated under Section 10.1 of this Framework Agreement.

Notwithstanding the provisions of the preceding paragraphs of this Article the Contractor shall be obliged to verify the adequacy, qualifications and references of the subcontractors and shall be held responsible for any actions, omissions or negligence of any of their subcontractors, their representatives or substitutes as if any such actions, omissions or negligence had been performed by the Contractor themselves, their representatives or substitutes.

With the aim to ensure a correct implementation of this Framework Agreement, the Contractor shall be obliged to represent their subcontractors in their relations with the Employer as well as to manage and control their work.

(only if a subcontractor requires a direct payment)

If a subcontractor requiring direct payment is involved, Appendix No. 8 (Subcontractors' consents) shall form an integral part of this Framework Agreement under which the subcontractors provide their consent that the Employer may settle the Contractor's liabilities towards the subcontractors. In this case the Contractor, by signing this Framework Agreement, authorises the Employer to make direct payments to all subcontractors listed in the Framework Agreement. Any such payments shall be made based on the approved invoice/statement to the current accounts listed in the table hereinafter. The Contractor shall be obliged to attach to their invoice/statement the invoices/statements of their subcontractors which they had approved beforehand. The payment is conditioned upon an approved invoice/statement of the subcontractor.

Appendix No. ____: In the framework of this Framework Agreement the Contractor cooperates with the following subcontractors:

	SUBCONTRACTOR'S NAME
FULL ADDRESS	
COMPANY REGISTRATION	

<table border="1"> <tr><td>KRAJ DOBAVE/IZVEDBE</td><td></td></tr> <tr><td>ROK DOBAVE/IZVEDBE</td><td></td></tr> <tr><td>VRSTA DOBAV/STORITEV</td><td></td></tr> </table> Prodajalec v razmerju do kupca v celoti odgovarja za dobro izvedbo obveznosti, ne glede na število podizvajalcev. Če neposredno plačilo podizvajalcu ni obvezno, kupec od glavnega prodajalca zahteva, da mu najpozneje v 60 dneh od plačila končnega računa oziroma situacije pošlje pisno izjavo in pisno izjavo podizvajalca, da je podizvajalec prejel plačilo za izvedene gradnje ali storitve oziroma dobavljeno blago, neposredno povezano s predmetom javnega naročila. Ne predložitev izjave v roku je razlog za uvedbo prekrškovnega postopka zoper prodajalca pred Državno revizijsko komisijo. Poleg globe je sankcija lahko tudi izločitev iz postopkov naročanja za predpisano obdobje. Prodajalec je dolžan kupca v skladu s tretjim odstavkom 94. člena ZJN-3 obvestiti o morebitnih spremembah informacij o podizvajalcih in poslati informacije o novih podizvajalcih, ki jih namerava naknadno vključiti v izvajanje javnega naročila, in sicer najkasneje v petih (5) dneh po izvajalčevem angažiranju novega podizvajalca. V kolikor prodajalec tega ne bo storil, ima kupec pravico, da za vsako ugotovljeno kršitev prodajalcu zaračuna pogodbeno kazen v višini 5.000,00 EUR za neobveščanje o posameznem podizvajalcu.	KRAJ DOBAVE/IZVEDBE		ROK DOBAVE/IZVEDBE		VRSTA DOBAV/STORITEV		<table border="1"> <tr><td>NUMBER</td><td></td></tr> <tr><td>TAX ID NUMBER</td><td></td></tr> <tr><td>CURRENT ACCOUNT</td><td></td></tr> <tr><td>ITEM</td><td></td></tr> <tr><td>QUANTITY</td><td></td></tr> <tr><td>VALUE</td><td></td></tr> <tr><td>PLACE OF THE PROVISION OF GOODS/SERVICES</td><td></td></tr> <tr><td>DEADLINE FOR THE PROVISION OF GOODS/SERVICES</td><td></td></tr> <tr><td>TYPE OF PROVIDED GOODS/SERVICES</td><td></td></tr> </table> The Contractor shall be liable in full to the Employer for the performance of the obligations, regardless the number of subcontractors involved. If direct payment to the subcontractor is not obligatory the Employer shall require from the main Contractor to send them, no later than within 60 days of the payment of the final invoice or of the final statement, their written statement and the statement of the subcontractor that the subcontractor had received the payment for their works or services or supplied goods that relate directly to the subject of the public contract. If they fail to submit the statement in time, this may form grounds for an instigation of a minor offence procedure against the Contractor before the National Review Commission. Apart from the fine, the sanction also envisages a potential exclusion of the Contractor from the public procurement procedures for a prescribed period of time. In accordance with Article 94(3) of the Public Procurement Act the Contractor shall notify the Employer of any changes to information on subcontractors and shall send information on new subcontractors that they intend to subsequently involve in the implementation of the public contract. They shall do so no later than within five (5) days of hiring a new subcontractor. Should the Contractor fail to do so, the Employer has the right to charge them a contractual penalty in the amount of EUR 5,000.00 for the Contractor failing to inform them of any changes of subcontractors.	NUMBER		TAX ID NUMBER		CURRENT ACCOUNT		ITEM		QUANTITY		VALUE		PLACE OF THE PROVISION OF GOODS/SERVICES		DEADLINE FOR THE PROVISION OF GOODS/SERVICES		TYPE OF PROVIDED GOODS/SERVICES	
KRAJ DOBAVE/IZVEDBE																									
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VALUE																									
PLACE OF THE PROVISION OF GOODS/SERVICES																									
DEADLINE FOR THE PROVISION OF GOODS/SERVICES																									
TYPE OF PROVIDED GOODS/SERVICES																									
11.4 Kupec se zavezuje, da bo prodajalca seznanil s Sistemom vodenja. Prodajalec se	11.4 The Buyer undertakes to acquaint the Contractor with the Management																								

zavezuje, da bo pri izvajanju tega okvirnega sporazuma upošteval zahteve s področja sistema vodenja kupca. Zahteve s področja sistema vodenja so priloga k tem sporazumu in se spnejo s tem sporazumom.	System. The Contractor undertakes that in implementing this Framework Agreement they shall comply with the requirements of the Employer's Management System. The requirements of the management system are annexed to this Framework Agreement and shall be tied together with this Framework Agreement.
11.5 Stranke okvirnega sporazuma soglašajo, da bodo o vsaki spremembi podatkov; zlasti o transakcijskemu računu, identifikacijski številki za DDV, sedežu ali spremembi dejavnosti, statusnih, poslovnih spremembah, finančnih težavah iz rednega poslovanja ali celo prenehanju firme, nemudoma pisno obvestili drugo stranko okvirnega sporazuma.	11.5 The Parties to the Framework Agreement agree to immediately inform each other of any changes to the data, in particular of the changes pertaining to the current account, ID for VAT purposes, registered office or a change to the pursued business activity, status and commercial changes, financial difficulties arising from regular operation or even of dissolution of the company.
11.6 Odstop od okvirnega sporazuma V primeru, da prodajalec ne izpolnjuje svojih obveznosti iz okvirnega sporazuma, ga bo kupec pisno opozoril in pozval k izpolnitvi svojih obveznosti ter mu določil primeren rok za izpolnitev, ki ne bo daljši od tridesetih (30) dni. Če prodajalec ne upošteva pisnega opozorila kupca, ima kupec pravico odstopiti od tega okvirnega sporazuma s tem prodajalcem brez odpovednega roka in brez obveznosti do prodajalca ter zaračunati pogodbeno kazen. Kupec lahko odstopi od okvirnega sporazuma s prodajalcem in zaračuna pogodbeno kazen brez vnaprejšnjega opozorila in brez obveznosti do prodajalca v primeru, kadar prodajalec svoje obveznosti iz okvirnega sporazuma izvaja v nasprotju z izrecnimi zahtevami/navodili kupca ali v nasprotju s pravili stroke, tehničnimi predpisi, standardi in veljavno zakonodajo ali v primeru kadar je očitno, da prodajalec ne bo izpolnil svojih obveznosti iz okvirnega sporazuma. O odstopu od okvirnega sporazuma bo kupec prodajalca pisno obvestil priporočeno po pošti. V primeru odstopa od okvirnega sporazuma so stranke okvirnega sporazuma dolžne do tedaj prevzete obveznosti izpolniti tako, kot je bilo to dogovorjeno pred odstopom. Kupec lahko odstopi od okvirnega sporazuma s posameznim prodajalcem zaradi ponavljajočih napak pri dobavi oziroma zaradi zamud pri dobavi, zaradi spremembe kvalitete dostavljenih artiklov glede na ponudbo prodajalca, zaradi neupravičenih podražitev ali pa zaradi ostalih pisno dokumentiranih reklamacij, neodzivnosti prodajalca oziroma nespoštovanja določil okvirnega sporazuma, pri čemer lahko kupec odpove okvirni sporazum brez dodatnih utemeljevanj in dokazovanj s pisno odpovedjo, ki stopi v veljavo z dnem, ko prodajalec prejme obvestilo o odpovedi.	11.6 Withdrawal from the Framework Agreement In the event the Contractor fails to fulfil their obligations under the Framework Agreement, the Employer shall notify them thereof in writing and request them to fulfil their obligations, and shall also set an adequate time limit for the fulfilment of their obligations with such time limit not exceeding a period of thirty (30) days. If the Contractor fails to take notice of the written reminder of the Employer, the latter is entitled to withdraw from the Framework Agreement without notice period and without any liability towards the Contractor, and to charge contractual penalty. The Employer may withdraw from the Framework Agreement and charge contractual penalty without notice period and without any liability towards the Contractor, if the latter fulfils their obligations contrary to the explicit requirements/instructions of the Employer or contrary to the rules of profession, technical regulations, standards and applicable legislation, or if it is obvious the Contractor will not fulfil the obligations they assumed under the Framework Agreement. In the event of withdrawing from the Framework Agreement, the Employer shall inform the Contractor thereof in writing by registered mail. In the event of withdrawing from the Framework Agreement the Parties to the Framework Agreement are obliged to fulfil the obligations assumed by that time in the manner as had been agreed before they withdrew from the Framework Agreement. The Employer may withdraw from the Framework Agreement on account of recurring mistakes or delays in the provision/implementation of goods/services, products' quality not being in line with the Contractor's tender, unreasonable increase in prices or other complaints documented in writing, unresponsiveness of

V primeru, da kupec ali njegov pooblaščenec izvede novo javno naročilo z istovrstnega področja, ali služba, pooblaščen za izvedbo skupnega javnega naročila za to področje, izvede javno naročilo, ki je obvezujoče za kupca, okvirni sporazum preneha z dnem začetka veljavnosti (oziroma z dnem začetka izvajanja dobav/storitev, če ta nastopi po začetku veljavnosti) okvirni sporazum z novo izbranim prodajalcem na podlagi pravnomočne odločitve o oddaji novega naročila. V primeru že sklenjenih pogodb za dobavo na podlagi izvedenega povpraševanja za posamezno obdobje v okviru sklenjenih okvirnih sporazumov je prenehanje okvirnega sporazuma mogoče po izteku teh pogodb.

Prodajalec ima pravico do odstopa od tega okvirnega sporazuma v primeru neplačila po izstavljenih računih v skladu z določili tega okvirnega sporazuma s strani kupca. V tem primeru prodajalec kupca pozove na odpravo kršitev in mu za to določi primeren rok. Če kupec kršitev v roku ne odpravi, okvirni sporazum preneha veljati z odpovednim rokom trideset (30) dni, ko kupec prejme pisno obvestilo, poslano priporočeno po pošti, o odstopu od okvirnega sporazuma z navedbo razloga za odstop.

Med veljavnostjo okvirnega sporazuma lahko kupec, ne glede na določbe zakona, ki ureja obligacijska razmerja, odstopi od okvirnega sporazuma tudi v primerih iz 96. člena ZJN-3.

Kupec lahko s 30 (trideset) dnevni odpovedni rok odpove okvirni sporazum v primerih, ko se okoliščine po sklenitvi okvirnega sporazuma spremenijo tako, da sklenjen okvirni sporazum ne izraža več prave volje kupca in pod pogojem, da je kupec poravnal svoje zapadle obveznosti do prodajalca. Odpovedni rok prične teči naslednji dan po prejemu pisne odpovedi, ki mora biti prodajalcu poslana s priporočeno pošto pošiljko. Stranke okvirnega sporazuma se lahko, s sklenitvijo aneksa k okvirnemu sporazumu, sporazumno dogovorijo za daljši ali krajši odpovedni rok.

Ne glede na zgoraj navedeno stranke okvirnega sporazuma soglašajo, da lahko kupec brez navedbe razloga ali vzroka kadarkoli odstopi od okvirnega sporazuma z dvo (2) mesečnim odpovednim rokom, pri čemer odpovedni rok začne teči, ko prodajalec prejme pisno odpoved.

the Contractor or the Contractor failing to comply with the provisions of the Framework Agreement, with the Employer being entitled to withdraw from the Framework Agreement without any additional substantiation and proof with a written notice which shall become effective on the date it is received by the Contractor.

In the event the Employer or their authorised representative carries out a new contract procedure in the same relevant field or if the department authorised to carry out the joint contract procedure for this particular field carries out a new contract procedure, which is binding on the Employer, the Framework Agreement shall cease to apply on the date of entry into force (or on the date of starting with the provision of the goods/services if such date falls after the date of entry into force) of the framework agreement concluded with a newly selected contractor based on the final contract award decision. If, based on the demand conducted for individual period in the framework of already concluded framework agreements, supply/provision agreements have already been concluded, the framework agreement may be terminated once such supply/provision agreements have expired.

The Contractor is entitled to withdraw from this Framework Agreement in the event the Employer fails to make payments under the invoices which the Contractor issues in line with the provisions of this Framework Agreement. In this case, the Contractor requests the Employer to remedy the violations and sets an adequate time limit to this aim. If the Employer fails to remedy the violations within the given time limit, this Framework Agreement shall cease to apply with a 30-day notice period, when the Employer receives a written notice of termination stating the reason thereof, with such notice being sent by registered mail.

During the term of this Framework Agreement the Employer may also, notwithstanding the provisions of the act regulating contractual obligations, withdraw from the Framework Agreement in cases stated under Article 96 of the Public Procurement Act (ZJN-3).

The Employer may terminate the Framework Agreement with a 30-day notice period when after the conclusion of the Framework Agreement the circumstances change to such an extent that the Framework Agreement no longer reflects the true will of the Employer and under the condition the Employer has settled all due liabilities towards the Contractor. The notice period shall start on the day after the receipt of the written notice of termination which shall be sent to the Contractor by registered mail. The Parties to the Framework Agreement may, by concluding an annex hereto,

	agree on a longer or shorter notice period. Notwithstanding the foregoing, the parties to the Framework Agreement agree that the Employer may without stating the grounds or reason for doing so, withdraw from the Framework Agreement with a 2-month notice period which starts on the date when the Contractor receives the written notice of termination.
11.7 Prodajalec je dolžan redno spremljati vse zakonske, podzakonske akte in drugo relevantno zakonodajo, ki se nanaša na predmet naročila ter v skladu z njo tudi postopati, za kar prevzema v celoti odgovornost, prav tako mora kupca obveščati o morebitnih postopanjih in obveznostih na strani kupca. Kupec ne prevzema odgovornosti do tretjih oseb za kakršnekoli napake, odškodninske zahtevke in podobno za prodajalčevo ravnanje v neskladju z zakonodajo, ki bi se nanašalo na predmet naročila. Vsa morebitna popravila ali spremembe ravnanja po ugotovitvah pristojnega organa za inšpekcijski pregled grede v breme prodajalca, če se nanašajo na dobave, ki jih je on izvajal.	11.7 The Contractor shall be obliged to regularly monitor all legislative acts and implementing regulations and other relevant legislation referring to the subject of the contract, and shall comply with them and also assumes full responsibility for it. The Contractor shall also be obliged to inform the Employer of any potential acts and obligations imposed on the Employer. The Employer assumes no responsibility towards third parties for any defects, claims for damages and alike arising from the Contractor's failure to comply with the legislation in relation to the subject of the contract. Any repairs or changes to the way they acted, as established by a competent inspection authority, shall be borne by the Contractor provided they refer to the provision of goods/services that were performed by the Contractor.

12. VIŠJA SILA Prodajalec je prost odgovornosti za škodo, ki bi nastala zaradi neizpolnitve ali zamude pri izpolnjevanju obveznosti okvirnega sporazuma, če so po sklenitvi okvirnega sporazuma nastopile nepredvidene okoliščine, ki jih prodajalec ni mogel preprečiti, niti jih odpraviti oziroma se jim izogniti (višja sila). V primeru nastopa okoliščin iz prejšnjega odstavka te točke, je prodajalec dolžan o nastopu in prenehanju navedenih okoliščin nemudoma, vendar najkasneje v 7 dneh pisno obvestiti naročnika ter ji na njeno zahtevo nuditi vse potrebne dokaze o obstoju in trajanju višje sile, obsegu in o njenih posledicah. Če tega ne stori, se ne more sklicevati na obstoj višje sile. Po končanem delovanju višje sile stranke zapisniško ugotovijo morebitne spremembe obveznosti okvirnega sporazuma ter na podlagi tega sklenejo ustrezen aneks k temu okvirnem sporazumu. Če zaradi delovanja višje sile strankamokvirnega sporazuma nastane škoda, krije vsaka stranka okvirnega sporazuma škodo, ki je nastala zaradi delovanja višje sile.	12 FORCE MAJEURE The Contractor shall not be held responsible for damage which occurs because they fail to fulfil or because they are in delay in fulfilling their obligations under the Framework Agreement, if after the conclusion of the Framework Agreement, certain unforeseeable circumstances occurred, which the Contractor was unable to prevent, remedy or avoid (force majeure). Should the circumstances from the preceding paragraph hereof arise, the Contractor shall no later than within 7 days inform the Employer in writing of the onset and cessation of such circumstances and shall, if the Employer so requires, submit to the them any evidence of the existence and duration of force majeure as well as of its scope and repercussions. If they fail to do that, they cannot invoke force majeure. After the end of force majeure, the parties draw up a report in which they record potential changes to the obligations under the Framework Agreement and based on such report conclude an annex hereto. If on account of force majeure parties to the Framework Agreement incur any
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Roki okvirnega sporazuma se ustrezno podaljšajo glede na čas trajanja višje sile s pisnim dogovorom med strankami.	damage, each party to the Framework Agreement shall cover the damage incurred as a result of force majeure. Given the duration of the force majeure, the deadlines set out in the Framework Agreement shall be extended accordingly with a written agreement between the parties.
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13. PROTIKORUPCIJSKA KLAUZULA	13 ANTI-CORRUPTION CLAUSE
Če pri tem okvirnem sporazumu kdo v imenu ali na račun druge stranke okvirnega sporazuma, predstavniku, posredniku ali podpisniku naročnika obljubi, ponudi ali da kakšno nedovoljeno korist za pridobitev posla, za sklenitev posla pod ugodnejšimi pogoji, za opustitev dolžnega nadzora nad izvajanjem obveznosti okvirnega sporazuma ali za drugo ravnanje ali opustitev, s katerim je naročniku povzročena škoda ali je omogočena pridobitev nedovoljene koristi predstavniku, posredniku ali podpisniku okvirnega sporazuma s strani naročnika ali s strani druge stranke okvirnega sporazuma, ali je takšna pridobitev omogočena drugi stranki okvirnega sporazuma, je ta okvirni sporazum ničen.	If in relation to this Framework Agreement a person promises, offers or gives any undue advantage to the representative or agent or a signatory of the Employer on behalf or for the account of another party of the Framework Agreement for the purpose of obtaining business, concluding business under more favourable terms and conditions, omitting due supervision over the implementation of obligations under the Framework Agreement, or any other act or omission which causes the Employer damage or by which the representative or the agent or the signatory are put in a position to obtain an undue advantage by the Employer or by the other party to the Framework Agreement, or if any such other party is put in a position to obtain undue advantage, this Framework Agreement shall be deemed null and void.

14. POSLI S ČLANI UPRAVE, NADZORNEGA SVETA, S POSLOVODJI IN PROKURISTI	14 TRANSACTIONS WITH MEMBERS OF THE MANAGEMENT BOARD, SUPERVISORY BOARD, MANAGERS AND PROCURATION HOLDERS
Prodajalec s podpisom tega okvirnega sporazuma izjavlja, da v katerikoli fazi sklepanja oz. izvajanja okvirnega sporazuma ni in ne bo sklepal poslov s člani uprave, nadzornega sveta ter poslovodji in prokuristi družbe ali njihovimi družinskimi člani ter se seznaja, da je za te posle v skladu z 270a. členom Zakona o gospodarskih družbah dolžan predhodno obvestiti družbo naročnika, saj je za sklenitev potrebno soglasje nadzornega sveta oziroma soglasje skupščine, če družba nima nadzornega sveta. Prodajalec izjavlja, da je seznanjen z vsebino tega odstavka okvirnega sporazuma, z obveznostjo obveščanja in so mu znane posledice, ki iz njega izvirajo, zato soglaša, da posebna pisna izjava prodajalca o neobstoju navedenih okoliščin ni potrebna oziroma se le-tej odpoveduje.	By signing this Framework Agreement, the Contractor declares that in none of the stages of concluding or implementing this Framework Agreement they have not concluded nor will they conclude any transactions with the Company's members of the management board, supervisory board, managers and procuration holders or their family members, and familiarises themselves that in line with Article 270.a of the Companies Act they must inform of any such transactions the Employer's company because the conclusion of any such transaction is subject to the consent of the supervisory board or the general meeting in the event the company has no supervisory board. The Contractor declares that they have been familiarised with the content of this paragraph including the obligation to inform and that they are familiar with the consequences arising therefrom. Therefore, they agree that a separate declaration of the Contractor on the non-existence of the aforementioned circumstances is not necessary and the Contractor waives any such declaration.

15. RAZVEZNI POGOJ	15 CONDITION SUBSEQUENT
Ta okvirni sporazum je sklenjen pod razveznim pogojem, ki se uresniči v primeru	This Framework Agreement has been concluded under the condition subsequent

izpolnitve ene od naslednjih okoliščin: - če bo kupec seznanjen, da je sodišče s pravnomočno odločitvijo ugotovilo kršitev obveznosti delovne, okoljske ali socialne zakonodaje s strani prodajalca ali podizvajalca ali - če bo kupec seznanjen, da je pristojni državni organ pri prodajalcu ali podizvajalcu v času izvajanja okvirnega sporazuma 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. V primeru seznanitve kupca s kršitvijo bo kupec o tem obvestil prodajalca v desetih dneh. Prodajalec lahko v roku, ki ga bo določil kupec, ki pa ne sme biti daljši kot 15 dni, predloži dokaze, da je sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju kršitev. Če obstaja kršitev pri podizvajalcu, lahko prodajalec v istem roku predloži dokaze, da je podizvajalec sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju kršitev. Če prodajalec ne bo predložil dokazov za podizvajalca ali če jih bo, pa bo kupec ocenil, da ti ukrepi ne zadoščajo, lahko prodajalec zamenja podizvajalca v roku, ki ga bo določil kupec in ne sme biti daljši od 15 dni v skladu s 94. členom ZJN-3, ali sam prevzame del, ki ga je oddal v podizvajanje temu podizvajalcu, če ta zamenjava ali prevzem ne pomeni bistvene spremembe okvirnega sporazuma. Če prodajalec ne bo predložil dokazov zase ali za podizvajalca ali če jih bo, pa bo kupec ocenil, da ti ukrepi ne zadoščajo, ali če prodajalec ne bo prevzel del sam ali predlagal novega podizvajalca ali če bo kupec v skladu s 94. členom ZJN-3 pravočasno predlaganega novega podizvajalca zavrnil, se razvezni pogoj uresniči pod pogojem, da je od seznanitve kupca s kršitvijo in do izteka veljavnosti okvirnega sporazuma še najmanj šest mesecev. Ne glede na prejšnji stavek se okvirni sporazum za izvedbo javnega naročila gradnje ne razveže, če bi razveza okvirnega sporazuma kupcu povzročila nesorazmerne stroške ali bistvene težave pri nemoteni izvedbi gradnje ali nesorazmerno časovno zamudo in pod pogojem, da kupec prodajalca najkasneje v 20 dneh od seznanitve s kršitvijo obvesti, da se okvirni sporazum ne razveže.	which shall be fulfilled if one of the following conditions are met: - if the Employer has knowledge that the court has, through a final decision, established a violation of obligations under labour, environmental or social legislation by the Contractor or subcontractor; or - if the Employer has knowledge that during the implementation of this Agreement the competent state body established that the Contractor or subcontractor committed at least two breaches in relation to: • payment for the work performed, • working hours, • breaks, • performance of work under civil law contracts notwithstanding the existence of elements of employment relationship; or • concerning illegal employment, for which they have been fined by one or more final decisions. If the Employer becomes aware of a violation, they shall inform thereof the Contractor within ten (10) days. The Contractor may, within the time limit specified by the Employer, with the time limit being maximum fifteen (15) days, produce evidence demonstrating that they have adopted sufficient measures to prove their reliability despite pending violations. If it was the subcontractor who committed the violation, the Contractor may within the same time limit produce evidence demonstrating that the subcontractor has adopted sufficient measures to prove their reliability despite pending violations. If the Contractor fails to produce evidence for the subcontractor or if they do submit it but the Employer estimates such measures are insufficient, the Contractor may replace the subcontractor within the time limit determined by the Employer, with the time limit being maximum fifteen (15) days as is stipulated under Article 94 of the Public Procurement Act (ZJN-3), or they may take over the part of works which they subcontracted, providing such replacement or taking over of the works does not imply a significant change to the Framework Agreement. If the Contractor fails to produce evidence either for themselves or for the subcontractor or if they do submit it but the Employer estimates such measures are insufficient, or if the Contractor does not take over the works themselves or fail to propose a new subcontractor, or if the Employer rejects the new subcontractor in accordance with Article 94 of the Public Procurement Act (ZJN-3), the condition precedent shall be deemed fulfilled provided that there is at least six months from the time the Employer is informed of the violation until the expiry of the Framework Agreement. Notwithstanding the preceding sentence, the Framework Agreement for
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V kolikor bi stranke okvirnega sporazuma spremenile osebe, ki jih s tem okvirnim sporazumom imenujejo za odgovorne in kontaktne osebe, bodo druga drugo o tem pisno obvestili.	Should the Parties to the Framework Agreement change the responsible persons and contact persons appointed hereunder, they shall inform each other thereof in writing.
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17. ČAS TRAJANJA OKVIRNEGA SPORAZUMA	17 TERM OF FRAMEWORK AGREEMENT
Okvirni sporazum se sklepa za obdobje treh (3) let, in sicer velja od _____ do _____ <i>(se določi po pravnomočno končanem postopku javnega naročanja)</i> . Okvirni sporazum se lahko podaljša za obdobje do osemnajst (18) mesecev, v kolikor maksimalno ocenjena vrednost okvirnega sporazuma še ni pokoriščena.	The Framework Agreement shall be concluded for a period of thre (3) years, i.e., from _____ to _____ <i>(shall be defined once the tender procedure has been completed by a final decision.)</i> . The Framework Agreement may be extended for a period of up to eighteen (18) months, provided the maximum estimated value of the Framework Agreement has not yet been fully used up.

18. KONČNE DOLOČBE	18 FINAL PROVISIONS
Stranke okvirnega sporazuma lahko okvirni sporazum sporazumno spremenijo. Spremembe veljajo, če so sprejete pisno na enak način kot ta okvirni sporazum. Stranke okvirnega sporazuma se dogovorijo, da prodajalec terjatve iz tega okvirnega sporazuma ne bo prenesel na drugo fizično ali pravno osebo, jo zastavil ali z njo kakorkoli drugače razpolagal. Okvirni sporazum postane veljaven z dnem podpisa vseh strank okvirnega sporazuma. Če katerakoli od določb okvirnega sporazuma je ali postane neveljavna, to ne vpliva na ostale določbe okvirnega sporazuma. Neveljavna določba se nadomesti z veljavno, ki mora čim bolj ustrezati namenu, ki ga je želela doseči neveljavna določba. Morebitne spore, izvirajoče iz tega okvirnega sporazuma, bodo stranke reševale sporazumno. Če se same ne bodo mogle sporazumeti, bo spor reševalo Okrožno sodišče v Celju. Za ta okvirni sporazum se uporablja slovensko pravo. Okvirni sporazum je sestavljen v _____ (_____) izvodih, od katerih prejme vsaka stranka okvirnega sporazuma po en (1) izvod. V kolikor se okvirni sporazum podpisuje elektronsko, s kvalificiranim digitalnim potrdilom, en (1) podpisan izvod	The parties to the Framework Agreement may amend this Framework Agreement by mutual consent. Any amendment shall only be valid if made in writing in the same manner as this Framework Agreement. The parties to the Framework Agreement agree for the Contractor to be prohibited from transferring any claims arising from this Framework Agreement to any other natural or legal person, to pledge any such claims or to freely dispose thereof. The Framework Agreement enters into force when signed by all parties thereto. If any provision hereof is or becomes invalid this does not affect the validity of other provisions hereof. The invalid provision shall be replaced with a valid one, which must come as close to the purpose of the original invalid provision as possible. The Parties will resolve any disputes arising herefrom by agreement. Should they be unable to resolve any such dispute, the matter will be resolved by the Celje District Court (Okrožno sodišče v Celju). This Framework Agreement is subject to the law of the Republic of Slovenia. This Framework Agreement is made in _____ (_____) counterparts of which each party to the Framework Agreement shall receive one (1) counterpart. If this Framework Agreement is signed electronically using certified digital certificate, one (1) signed counterpart thereof in the electronic format shall serve all parties hereto.

okvirnega sporazuma v elektronski obliki obstoji za vse stranke okvirnega sporazuma.

Podpisano dne: _____		Podpisano dne: _____	
NAZIV PODJETJA 1 Direktor/ica: Ime in priimek: _____		TERMOELEKTRARNA ŠOŠTANJ d.o.o. Generalni direktor: mag. Branko Debeljak	
NAZIV PODJETJA 2 Direktor/ica: Ime in priimek: _____			
NAZIV PODJETJA 3 Direktor/ica: Ime in priimek: _____			
.....			
Priloge: Specifikacija blaga. Področje varnosti in zdravja pri delu ter požarne varnosti (1 stran). Zahteve s področja sistema vodenja (23 strani). (primeru podizvajalcev): Seznam podizvajalcev – Priloga št. 7. Podatki o podizvajalcu – Priloga št. 7a. Soglasje oziroma pooblastilo izvajalca in podizvajalca – Priloga št. 8.		Executed on: _____ Executed on: _____	
		NAME OF COMPANY 1 Director: Name and surname: _____	
		TERMOELEKTRARNA ŠOŠTANJ d.o.o. Director General: Branko Debeljak	
		NAME OF COMPANY 2 Director: Name and surname: _____	
		NAME OF COMPANY 3 Director: Name and surname: _____	
			
		Appendices: Specification of goods. Health and safety at work and fire safety (1 page). Requirements in the field of system management (27 pages). (In the event subcontractors are involved): List of subcontractors – appendix No. 7. Subcontractor details – Appendix No. 7a. Consent and authorisation of the contractor and subcontractor - Appendix No. 8.	