



<p>1. Definicije i područje važenja</p> <p>„Naručitelj“ je subjekt koji naručuje robu ili usluge od Isporučitelja i odnosi se na ĐĐ GRUPA d.d., ĐĐ Energetika i infrastruktura d.o.o., ĐĐ Strojna obrada d.o.o. i ĐĐ Specijalna vozila d.d.</p> <p>„Isporučitelj“ je fizička ili pravna osoba koja Naručitelju isporučuje robu, pruža usluge ili odrađuje poslovni proces temeljem narudžbe/ugovora.</p> <p>„Roba“ podrazumijeva sve materijale, poluproizvode i proizvode koje Isporučitelj proizvodi ili prodaje Naručitelju, ali uključuje i dokumentaciju (certifikate, sigurnosne listove i drugo) koju je Isporučitelj dužan isporučiti Naručitelju temeljem zakonskih zahtjeva ili pravila dobre prakse.</p> <p>„Usluge“ obuhvaćaju montažu, instaliranje, puštanje u pogon, ispitivanje, kontrolu, tehničku pomoć, popravke, održavanje i sve druge usluge koje se pružaju Naručitelju, s njima povezane radove i robe koji se sukladno ugovoru/narudžbi traže od Isporučitelja te sve radnje otklanjanja nedostataka.</p> <p>„Proces“ podrazumijeva provedbu dijela ili cijelog procesa od strane Isporučitelja koristeći materijale, poluproizvode i proizvode, ali i podatke i informacije u vlasništvu Naručitelja.</p> <p>Za narudžbe/ugovore Naručitelja vrijede isključivo ovi uvjeti, osim ukoliko u narudžbi/ugovoru nije pismeno definirano drugačije.</p> <p>U slučaju proturječja dokumenti se tumače i imaju jaču pravnu snagu po sljedećem redoslijedu važnosti:</p> <ol style="list-style-type: none">1. Ugovor (ako postoji) koji je podloga za izdavanje Narudžbi;2. Narudžba sa svim svojim zahtjevima;3. ako je primjenjivo – privici uz ugovor, a zatim privici uz narudžbu;4. ovi Opći uvjeti nabave. <p>Dalje u tekstu se pojam Narudžba koristi u značenju Ugovora ili Narudžbe.</p> <p>Opći uvjeti Isporučitelja se niti u kojem slučaju ne primjenjuju, osim ako Naručitelj nije na njih izričito pristao u pisanom obliku. Prihvatanjem narudžbe Isporučitelj prihvaća i ove uvjete.</p> <p>2. Narudžba</p> <p>Obvezujuća je samo Narudžba sa svojim privicima (u skladu s t. 1) koju je u elektronskom obliku u PDF formatu dostavio odjel nabave Naručitelja.</p> <p>Usmene i telefonske narudžbe, te dopune i izmjene već danih Narudžbi Naručitelj treba pismeno potvrditi.</p> <p>Datum Narudžbe je datum naveden na narudžbi, a u slučaju usmene narudžbe datum naveden na pismenoj potvrdi iste.</p>	<p>1. Definitions and scope</p> <p><i>“The Buyer” is the subject ordering goods or services from the “Supplier” and refers to ĐĐ GRUPA d.d., ĐĐ Energetika i infrastruktura d.o.o., ĐĐ Strojna obrada d.o.o. and ĐĐ Specijalna vozila d.d..</i></p> <p><i>“The Supplier” is physical or legal person delivering goods, rendering services or external processes (outsourcing) for the buyer in accordance with the order / agreement.</i></p> <p><i>“Goods” imply all materials, semi products and products manufactured or sold by the supplier to the buyer. It also includes documentation (certificates, safety lists and similar) which the supplier is obliged to deliver to the buyer pursuant to legal requirements and rules of good business practice.</i></p> <p><i>“Services” include erection, installation, putting into operation, testing, supervision, technical support, repairs, maintenance and all other services provided by the Supplier, and other works and deliveries which are required pursuant to the agreement /order from the Supplier, and also all actions in removing of nonconformance.</i></p> <p><i>Process implies the execution of part or of the whole of the process by the Supplier utilising materials, semi-products, products as well as data / information owned by the Buyer.</i></p> <p><i>For orders/agreements from Customer these conditions are considered as obligatory, with except when defined differently in in the agreement /contract in writing.</i></p> <p><i>In case of contention or variance priority of documents shall be in the following sequence:</i></p> <ol style="list-style-type: none">1. Agreement (if available) as basis for issue of orders;2. Order with all its requirements;3. If applicable – attachments to the agreement, and afterwards attachments to the order;4. These General Terms of Procurement <p><i>Hereinafter a term Order is used for Agreements or Orders.</i></p> <p><i>General Terms of Procurement of Supplier shall not be applicable in none of the cases, except when the buyer accepted them in written form. With accepting the order, the supplier also accepts these General Terms.</i></p> <p>2. Order</p> <p><i>Obligatory is only the order with all its attachments (pursuant to par. 1) delivered in electronic form in PDF form by the PROCUREMENT DEPARTMENT of the Buyer.</i></p> <p><i>Oral orders or orders sent by telephone, supplements and modifications of already issued orders shall be confirmed in written form by the Buyer.</i></p>
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<p>3. Potvrda narudžbe</p> <p>Narudžbu Isporučitelj mora pismeno potvrditi ili odbiti u roku koji definira Naručitelj. Ako Isporučitelj ne potvrdi ili odbije Narudžbu u roku od tri dana smatra se da je istu prihvatio uključujući sav navedeni sadržaj Narudžbe. Tako dugo dok Narudžba nije potvrđena potvrdom Naručitelja, kojom se prihvaća cijeli sadržaj Narudžbe, Naručitelj ima pravo opozvati Narudžbu bez navođenja razloga. Opoziv Narudžbe se smatra pravovremenim ukoliko je otposlano prije primitka potvrde Naručitelja. Odstupanja od Narudžbe moraju se jasno istaknuti, a za njihovu valjanost potrebna je izričita pismena suglasnost naručitelja.</p> <p>4. Izvršenje</p> <p>4.1 Podizvođači. Isporučitelj je u cijelosti odgovoran za sve postupke i propuste svojih podizvođača. Na zahtjev Naručitelja Isporučitelj je dužan ishoditi od Naručitelja suglasnost za sve Podizvođače.</p> <p>4.2 Pregled pogona. Isporučitelj mora omogućiti Naručitelju i njegovom krajnjem Kupcu/Korisniku ili Stručnom nadzoru pregled proizvodnih pogona Isporučitelja i svojih podizvođača ako je isto zahtijevano Narudžbom.</p> <p>4.3 Potpuna odgovornost za poslove. Bilo kakvo sudjelovanje Naručitelja u izboru podizvođača, obradi dokumenata, informacija, materijala i slično, Isporučitelja ne oslobađa od njegove obveze da robu i/ili uslugu izvede u cijelosti u skladu s uvjetima Ugovora.</p> <p>4.4 Osoblje Isporučitelja. Osoblje Isporučitelja koje izvršava uslugu ili proizvodi robu mora biti u ovlašteno, kvalificirano i sposobno za pravilno izvršenje usluge ili proizvodnju robe, a Izvršitelj je u potpunosti odgovoran za iste.</p> <p>4.5 Na zahtjev Naručitelja Isporučitelj usluge je dužan predati popis osoblja koje radi ili će raditi na izvršenju usluge u prostorima Naručitelja, uz poštivanje primjenjivih zakona i propisa o zaštiti osobnih podataka.</p> <p>4.6 Isporučitelj je odgovoran za strogo pridržavanje svih mjerodavnih propisa o zapošljavanju radne snage i o sprječavanju ilegalnog zapošljavanja i primjenu Kodeksa ponašanja dobavljača.</p> <p>4.7 Okoliš, zdravlje i sigurnost, energija. Kada se usluge izvršavaju u prostorima Naručitelja i/ili njegovog krajnjeg Kupca/Korisnika, Isporučitelj je dužan osigurati da njegovo osoblje i osoblje njegovog podizvođača uvijek poštuje sva interna pravila i postupke radilišta, uključujući i postupke i zahtjeve vezane za okoliš, zaštitu zdravlja i sigurnost i učinkovitu upotrebu energije. U tu svrhu</p>	<p>3. Order confirmation</p> <p><i>The supplier shall confirm or reject the order in written form within time period as defined by the Buyer. If the supplier does not confirm or reject the order within three days, it shall be considered that the order has been accepted, with its entire content. As long as the order has not been confirmed by the order confirmation, the supplier is entitled to revoke the order without specifying the reason for that. It shall be considered that revocation of the order has been timely performed, if sent prior to receipt of the order confirmation. Deviation from the order must be clearly pointed out, and their validity needs explicit written approval of the buyer.</i></p> <p>4. Execution of the agreement</p> <p>4.1 Subcontractors <i>The supplier is entirely responsible for all actions and omissions of his subcontractors. The supplier is obliged to provide consensus from the buyer for all his subcontractors.</i></p> <p>4.2 Inspection of the work premises <i>The supplier must enable the buyer and his end user /customer or supervisor to inspect production premises of the supplier and those of his subcontractors, if demanded by the order.</i></p> <p>4.3 Full liability for works. <i>Whatever participation of the supplier in choice of subcontractors might be, in processing of documentation, information, and materials and similar it does not free him from his liability for goods and/or services to be carried out entirely accordant to provisions of the agreement.</i></p> <p>4.4 Supplier's personnel <i>Supplier's personnel carrying out services or producing goods must be qualified, authorized and capable of properly performing the same. The supplier is fully responsible for staff he chose for execution of these tasks.</i></p> <p>4.5 <i>The supplier shall be obliged to present to the buyer on his request the Staff list of personnel engaged or to be engaged in performance of services in the supplier's premises obeying valid legal regulations and rules on protection of personal data.</i></p> <p>4.6 <i>The supplier shall be responsible for strict compliance with all relevant labour force regulations and prevention of illegal employment and implementation of the Supplier Code of Conduct.</i></p> <p>4.7 Environment, health and safety, energy – <i>When services are carried out in the buyer's premises and /or his end user's /customer's premises, the supplier shall be obliged to ensure that his staff and staff of his subcontractors always respect all internal rules and site regulations, including those related to environment, health protection and safety regulations and efficient use of</i></p>
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<p>Isporučitelj će osigurati da njegovo osoblje bude upoznato sa zahtjevima iz Upute o načinu rada i boravka izvođača radova u poslovnim i radnim prostorima ĐĐ Grupe ili povezanih društava što će njegova odgovorna osoba potvrditi potpisom navedenog dokumenta. Dokument je dostupan na web-u ili ga treba tražiti od Naručitelja, a potpisan se dostavlja Naručitelju uz potvrdu narudžbe. Gore navedenu Uputu Isporučitelj je obavezan potpisati prije početka radova u prostorima Naručitelja. Bez potpisivanja navedenog dokumenta Isporučitelj ne smije početi raditi, a odbijanje potpisivanja smatra se odbijanjem izvršenja narudžbe.</p> <p>Naručitelj ima pravo odgoditi ili prekinuti pružanje usluge ako ima razloga sumnjati da Isporučitelj ne obavlja usluge u skladu s pravilima o zaštiti zdravlja i sigurnosti te Kodeksom ponašanja dobavljača. Nakon završetka posla, Isporučitelj je dužan mjesto rada dovesti u prvobitno stanje i očistiti radno područje od otpada. Isporučitelj je dužan, o svom trošku, zbrinuti sav opasni i neopasni tehnološki i drugi otpad generiran tijekom izvođenja radova sukladno važećim zakonskim propisima.</p> <p>4.8 Incident – odgovornost Isporučitelja. Isporučitelj je odgovoran za sve incidente i materijalnu štetu do kojih je došlo tijekom pružanja usluge ili kao posljedica postupaka ili propusta njegovog osoblja. Isporučitelj je dužan, na zahtjev Naručitelja, pružiti istom dokaz da ima policu osiguranja za pokriće šteta do kojih u takvim okolnostima može doći. Isporučitelj se odriče prava na zahtjeve, tužbe ili postupke protiv Naručitelja i njegovih osiguravatelja za incidente i/ili štete koje pretrpi njegovo osoblje. Isporučitelj je odgovoran prema Naručitelju i prema trećem za svaku štetu koju je napravilo njegovo osoblje ili koja je nastala upotrebom Isporučiteljeve opreme tijekom izvršenja Narudžbe. Isporučitelj je dužan čim prije obavijestiti Naručitelja o svakom incidentu koji je rezultirao ozljedom ili materijalnom štetom i dokumentirati isto. U slučaju smrtno ozljede ili ozbiljne nesreće Isporučitelj je dužan obavijestiti Naručitelja odmah.</p> <p>4.9 Osiguranje kvalitete i dokumentacija. Posebno se specificira u Narudžbi.</p> <p>5. Rokovi isporuke, kontrola i skladištenje Rok isporuke, odnosno rok za izvršenje usluga i procesa počinje teći od datuma koji je na Narudžbi naveden kao početak roka isporuke. Rok za isporuke je onaj dan na koji:</p> <ul style="list-style-type: none">• u slučaju robe - predmet Narudžbe mora prispjeti	<p><i>energy. For this purpose the supplier shall ensure that his staff is knowledgeable with requirements out of Instructions to Contractors on the Code of Practice within the Premises of ĐĐ Group or of affiliated companies. This shall be confirmed with signature on this document by the buyer's authorized person. Document is available at web or should be demanded from the buyer. When signed it shall be sent to the buyer with confirmation of the order.</i></p> <p><i>Supplier is obliged to sign Instructions prior to startup of works in premises of the buyer. Without signing of the aforementioned document, the supplier is not allowed to begin his works. Refusal to sign shall be considered as refutation to perform the order.</i></p> <p><i>The buyer is entitled to postpone or to cancel provision of services; if there are reasons for doubt that supplier does not perform his services accordant to safety and health protection rules and regulations and the Supplier Code of Conduct</i></p> <p><i>The supplier shall, upon completing the works, restore the site into its original state and clear the work area of waste. The supplier shall, at his own expense, dispose of all hazardous and non-hazardous industrial and other waste generated during execution of works, in accordance with applicable laws and regulations.</i></p> <p>4.8 Incidents – Supplier's responsibility. <i>The supplier shall be responsible for all incident and material damage which occurred during realization of his services, or as consequence of processes or omissions of his staff. The supplier shall be obliged, upon request of the buyer, to provide evidence on conclusion of insurance policy for covering of damages, which might occur during execution of his works. The supplier shall waive from his right for claims, suits or procedures against the buyer and his insurers regarding incidents and/or damages impaired to his personnel. The supplier is responsible to the buyer and the third persons for every damage done by his own personnel, or damage which occurred due to use of supplier's equipment during realization of order. The supplier is obliged to notify the buyer on each incident which happened and which resulted in bodily injury or material damage, and to provide documentation about it. In case of fatal injuries and serious accidents the supplier is obliged to immediately notify the Buyer.</i></p> <p>4.9 Quality assurance and documentation. <i>It is specifically specified in the Order. It is specifically specified in the Order.</i></p> <p>5 Terms of delivery, inspection and storage <i>Delivery of goods, services and processes deadline commences with the date specified in the order as date when delivery begins. Delivery deadline is the day:</i></p> <ul style="list-style-type: none">• <i>In case of goods – subject of the order must</i>
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<p>na adresu isporuke navedenu u Narudžbi sukladno prihvaćenoj ponudi (uz prethodno pozitivan nalaz prijemne kontrole Naručitelja)</p> <ul style="list-style-type: none">• u slučaju usluge i procesa – isto je realizirano kada je odgovorna osoba Naručitelja ovjerala Zapisnik o izvršenoj usluzi/procesu (uz prethodno pozitivan nalaz prijemne kontrole Naručitelja). <p>Isporučitelj je dužan odmah pismeno izvijestiti Naručitelja u slučaju zakašnjenja s bilo kojom isporukom ili izvršenjem usluge, ili ako postane vjerojatno da će doći do zakašnjenja. Obavijest mora sadržavati razloge i predvidivo trajanje kašnjenja te Isporučiteljev prijedlog ubrzanja isporuke ili izvršenja sa svrhom realizacije ugovorenih rokova.</p> <p>Troškove mjera za ubrzanje isporuke ili izvršenja usluge snosi Isporučitelj, osim ako se ne ustanovi da je za kašnjenje odgovoran Naručitelj.</p> <p>Za prihvaćenost isporuke robe i/ili usluge mjerodavno je potpuno izvršenje ugovora i pozitivan nalaz prijemne kontrole ili postupka preuzimanja usluge od strane Naručitelja.</p> <p>Pregled i/ili prihvaćanje robe ili usluge djelomično ili u cijelosti od strane Naručitelja ne podrazumijeva odustajanje Naručitelja od njegovih prava u vezi s nedostacima na robi/usluzi, jamstvima i radnjama Isporučitelja koje nisu izvršene u skladu s ugovorom.</p> <p>Isporučka roba ili usluge prije ugovorenog roka dopuštena je samo uz suglasnost Naručitelja. Sve pravne posljedice se, i u ovom slučaju, počinju primjenjivati od ugovorenog roka (rok plaćanja, jamstvo, prelazak rizika, itd.). U periodu do ugovorenog roka Naručitelja tereti samo jamstvo pohranitelja.</p> <p>Ukoliko Naručitelj odgodi rok isporuke Isporučitelj mu jamči uskladištenje predmeta narudžbe, o svom riziku i trošku, u trajanju od najmanje tri mjeseca.</p> <p>6. Cijene, uvjeti plaćanja</p> <p>Cijene se podrazumijevaju u skladu sa prihvaćenom ponudom, a uključuju i dokumentaciju, ambalažu i sve dodatne troškove, ali bez poreza na dodanu vrijednost, i smatraju se fiksnima.</p> <p>Plaćanje se u pravilu vrši prema ugovorenim komercijalnim uvjetima od primitka računa i preuzimanja robe. Tijekom trajanja jamstvenog roka Naručitelj može iskoristiti jamstveni pridržaj do 10 % vrijednosti narudžbe.</p> <p>7. Uvjeti isporuke, dostava, ambalaža</p> <p>Ukoliko u Narudžbi nije utvrđeno nešto drugo, onda se isporuka/izvršenje usluge bez ikakvih troškova za Naručitelja vrši na trošak i rizik Isporučitelja na adresu koju mu je dao Naručitelj. Prilikom isporuka u pogone Naručitelja istovar se vrši na trošak i rizik Isporučitelja. Isporku moraju pratiti dostavnica, sa svim podacima o Narudžbi kao što su: broj</p>	<p><i>arrive at the delivery address specified in the Order accordant to the accepted offer (with prior positive incoming control report of the buyer);</i></p> <ul style="list-style-type: none">• <i>In case of services and processes: it is realized when the buyer's responsible person has certified Protocol on Realized Service/Process (with prior positive finding of the incoming control of the buyer).</i> <p><i>The supplier is obliged to notify immediately in written form the buyer on every delay of delivery or execution of service. The same applies when there is probability of delay to occur. Notification must contain reasons and foreseeable duration of delay and supplier's proposal for speeding up of delivery or execution of works, having purpose to keep the agreed time schedule.</i></p> <p><i>Costs of proposed speeding up of delivery or execution of services are born by the Supplier, with exception of those cases when it has been established responsibility of the Buyer for delay which occurred.</i></p> <p><i>For complete realization of the agreement positive finding of the incoming control or taking over procedure on the part of buyer is of the utmost importance.</i></p> <p><i>Inspection and/or acceptance of goods or service partially or entirely on the part of buyer does not imply waive of the buyer from his rights regarding deficiencies of the goods /services, warranties and actions of the supplier not performed in accordance with the agreement.</i></p> <p><i>Delivery of goods or services prior contracted deadline is allowed only under consent of the buyer. All legal consequences in such cases shall be applied from the contracted deadline (payment schedule, warranty, passage of risk, etc.). In time period up to contracted delivery term, the buyer is charged for warranty depositary.</i></p> <p><i>If the buyer postpones delivery term, the supplier shall guarantee storage of the ordered goods on his own risk and costs for at least three months.</i></p> <p>6 Prices, payment conditions</p> <p><i>Prices are in accordance with the confirmed offer, and they also include documentation, packaging and all additional costs, but without VAT, and shall be considered as fix prices. Payment is usually accordant to contracted commercial condition after receipt of the invoice and taking over of goods. During warranty period the buyer can use warranty suspension up to 10 % of the order value.</i></p> <p>7 Delivery terms, shipment and packaging</p> <p><i>If the order does not specify something else, then delivery/execution of services is carried out on the cost and risk of the supplier on the address given by the buyer. During time of delivery on site, unloading is carried out on cost and risk of the supplier. Delivery must be accompanied by delivery note containing all data about the order, such as:</i></p>
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<p>Narudžbe, brojevi dijelova, točna oznaka robe, pozicija iz Narudžbe; a u slučaju isporuka iz zemalja izvan EU, carinski broj i broj robe. Zajednička isporuka više pozicija iz različitih Narudžbi na zajedničkoj dostavnici dopuštena je samo onda, ako je u dokumentaciji koja prati isporuku jasno navedeno što se odnosi na koju Narudžbu i poziciju iz narudžbe.</p> <p>Djelomične isporuke te isporuke količina koje su veće ili manje od naručenih, dopuštene su samo uz izričito pismeno odobrenje od strane Naručitelja.</p> <p>Proizvodi koji podliježu posebnim propisima o proizvodima kao što su RoHS, REACH i slično ili sadrže zabrinjavajuće ili posebno zabrinjavajuće tvari, moraju biti sukladni relevantnim propisima i o istom Isporučitelj treba obavijestiti Naručitelja.</p> <p>Isporučitelj usluge zbrinjavanja opasnog otpada dužan je posjedovati odgovarajuće ovlasnice i voditi zakonom zahtijevanu dokumentaciju.</p> <p>Naručitelj ima pravo u potrebitom opsegu proslijediti krajnjim Kupcima/Korisnicima i tehničku dokumentaciju Isporučitelja, odnosno njegovih podizvođača.</p> <p>Isporučitelj mora o svom trošku svrsishodno zapakirati predmet Narudžbe na način uobičajen u trgovini. Zaostatke ili ostatke materijala predmeta isporuke koji se nakon primjene u skladu s namjenom moraju vrednovati kao «otpad», odnosno opasni otpad». Isporučitelj mora o svom trošku i na svoj rizik uzeti natrag i zbrinuti.</p> <p>8. Izdavanje računa, dokaz o izvršenoj usluzi</p> <p>Račun se mora dostaviti na adresu koju je odredio Naručitelj uz navođenje broja narudžbe i svih ostalih podataka o narudžbi i isporuci, kao i identifikacijski broj poreza na dodanu vrijednost (OIB, VAT MStN). Računi se moraju razdvojiti, odnosno pisati odvojeno za svaku Narudžbu, odnosno isporuku, tako da se može izvršiti usporedba s narudžbom i da se račun može jednoznačno pridružiti odgovarajućoj narudžbi. Iznos računa, odnosno pojedinačne cijene na računu moraju odgovarati onima na narudžbi. Broj komada, mase i količine moraju biti u skladu sa stvarnim opsegom isporuke, odnosno pružene usluge. Samo prema ovim kriterijima izdani računi osnova su za plaćanje, odnosno plaćanja s popustom. U slučaju pružanja usluga rada i montaže računu se moraju priložiti originalne potvrde o vremenu i materijalu, ovjerene od strane odgovornih osoba naručitelja. Smatra se da računi koji su u suprotnosti s ovim uvjetima, nisu izdani pa prema tome nema roka dospijeaća.</p> <p>9. Kašnjenje u isporuci i izvršenju sluga, ugovorna kazna, odustajanje od ugovora</p> <p>Isporučitelj se striktno mora pridržavati ugovornih rokova. Isporučitelj u svezi s tim mora poduzeti sve korake i mjere o svom trošku. U slučaju kašnjenja Naručitelj ima pravo potraživati penale</p>	<p><i>number, number of components and exact designation of goods, positions in the order, and in case of delivery from countries outside of EU custom number and number of goods. Joint delivery of several positions taken out of diverse orders is allowed only then if the accompanying documentation clearly specifies what refers to which order and position in the order.</i></p> <p><i>Partial deliveries and delivery of quantities smaller or bigger than the ordered quantities are allowed only with explicit written approval on the part of the supplier.</i></p> <p><i>Products subjected to special regulations such as RoHS, REACH and similar or contain substances of concern or very high concern, must comply with relevant regulations and the Supplier must inform the Buyer thereof.</i></p> <p><i>The hazardous waste disposal service provider is required to possess appropriate licenses and maintain legally required documentation.</i></p> <p><i>The Buyer has the right to forward to the end Customers/Users, to the necessary extent, the technical documentation of the Supplier, or its subcontractors.</i></p> <p><i>The supplier must on his own cost purposefully carry out packaging of the delivery as usual in the trade. Rest material or residues of material to be delivered shall be treated after accomplished delivery valued as "waste", i.e. "hazardous waste". The supplier shall on his own cost and risk, take it back and carry out the disposal.</i></p> <p>8 Invoicing, proof of executed delivery</p> <p><i>Invoice shall be sent at the address specified by the buyer with specification of order number and other data about the order and delivery, as well as identification tax number for VAT (OIB, VAT number). Invoices must be separated i.e. must be written separately for each order, i.e. delivery, so that comparison with order is possible, and the invoice unequivocally assigned to relevant order. The sum of the invoice, i.e. unit price in the invoice must correspond to those in the order. Number of items, mass and quantities must correspond with scope of delivery, i.e. rendered services. The invoices issued accordant only with afore mentioned criteria can be taken as base for payment, i.e. payment with discount. In case of rendering of services and installation original certificates on time and material certified on the part of buyers authorized persons must be attached to the invoice. It will be considered that invoices issued against these regulations have not been issued, so there will be no due payment deadline.</i></p> <p>9 Delivery delays and execution of services, liquidated damages and termination</p> <p><i>The supplier shall strictly obey contractual time schedule for delivery and must undertake all measures at his cost in this respect. In case of delay the Buyer is entitled to claim payment of</i></p>
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<p>(obeštećenje/kaznu) u visini od 1% ukupne vrijednosti narudžbe po započetom tjednu kašnjenja, a koja je neovisna o odgovornosti Isporučitelja i dokazima o šteti. Ova odredba nema utjecaja na obvezu Isporučitelja glede ispunjenja ugovora.</p> <p>Penali (obeštećenje/kazna) zbog kašnjenja ograničeni su na 5% sveukupne vrijednosti Narudžbe.</p> <p>U slučaju odustajanja od ugovora, iz razloga koji su na strani isporučitelja, kao i za slučaj neispunjenja obveze Isporučitelja, Naručitelj ima pravo, osim ostalih pravnih posljedica, potraživati 5% sveukupne vrijednosti narudžbe na ime penala (obeštećenja/kazne).</p> <p>Naručitelj zadržava pravo da, osim penala (obeštećenja/kazne) ili umjesto penala (obeštećenja/kazne) ostvaruje naknadu štete ili druge zahtjeve koji premašuju iznos kazne.</p> <p>Nadalje je Isporučitelj, čim spozna opasnost kašnjenja u rokovima, obvezatan odmah pismeno i iscrpno obavijestiti Naručitelja (vidi t.5).</p> <p>Ako je već unutar roka za isporuku od strane isporučitelja vidljivo da on ovu isporuku/izvršenje usluge neće moći uredno izvršiti do ugovorom dogovorenog roka, onda naručitelj ima pravo, o trošku i na rizik isporučitelja, poduzeti sve mjere kako bi spriječio potencijalno kašnjenje u rokovima.</p> <p>U slučaju vidljivih problema isporučitelja s isporukom naručitelj ima pravo, bez dodatnog roka, odustati od ugovora. Pravne posljedice su u ovom slučaju iste kao i one koje se javljaju u slučaju skrivljenog kašnjenja. U tom slučaju se isporučitelju svi dodatni troškovi, koji naručitelju zbog toga nastanu, odbijaju ili mu se zaračunavaju.</p> <p>10. Preuzimanje, jamstvo</p> <p>Naručitelj nije obvezatan isporučeni predmet narudžbe odmah nakon isporuke pregledati ili reklamirati nedostatke. Isporuke i izvršenja usluga Isporučitelja moraju biti u skladu s općim i posebnim zakonima i uredbama koje važe u Republici Hrvatskoj kao što su npr. Zakoni i uredbe o zaštiti zaposlenika, okoliša te na području sigurnosne tehnike, napose važeće norme. Uvijek se mora isporučiti posljednja važeća tehnička verzija. Isporučitelj se obvezuje da će se pridržavati propisa o prijevozu opasnih tereta i o opasnom otpadu te posebnih propisa o skladištenju i radu te da će pravovremeno obavještavati Naručitelja o tome.</p> <p>Isporučitelj preuzima za sve isporuke i/ili izvršene usluge potpuno jamstvo za izvedbu u skladu s narudžbom i bez nedostataka, a u slučaju dužih zakonskih ili ugovornih jamstvenih, odnosno garancijskih rokova jamstvo za to vremensko razdoblje. On jamči da se pridržavao, kako svojstava koja se uobičajeno pretpostavljaju i jamče, tako i svih primjenjivih zakonskih normi i odredbi ovog ugovora..</p>	<p><i>penalties (compensation/ fine) in the height of 1% of total value of the agreement, for every started week of delay, which fine shall be paid independently of responsibility of the supplier and the evidence on the damage. This provision has no influence on the obligation of the supplier regarding realization of the agreement.</i></p> <p><i>Penalties (compensation/fine) due to delay are limited to 5% of the total value of the order.</i></p> <p><i>In case of abandoning of the project out of reasons on the part of supplier, and also in case of non-fulfillment of the supplier's obligations, the buyer is entitled, besides claim of other legal consequences, to claim also 5% of the total value of the order for penalties (compensation/ fines).</i></p> <p><i>Besides penalties (compensation/ fine) the supplier retains right to attain compensation of damage, or may instead of penalties (compensation/fine) attain compensation for damage or other claims which surpass amount of the penalties.</i></p> <p><i>Furthermore the supplier is obliged, as soon as he learns about danger of delay of time schedule, to notify the buyer in written form in detail (see point 5).</i></p> <p><i>If it becomes evident already within duration of the term that supplier will not be able to execute delivery/ service within contracted time, then the buyer is entitled, on cost and risk of the supplier, to undertake all measures so as to prevent potential delay of contracted time schedule.</i></p> <p><i>In case of viewable problems of the supplier with delivery the buyer is entitled to rescind the contract, without additional time period. Legal consequences in such a case are the same as those which occur in cases of culpable delay. In such a case the supplier shall be deducted all additional costs or these costs shall be charged on his account.</i></p> <p>10 Taking over, warranty</p> <p><i>The buyer is not obliged to inspect or place complaint for the delivered goods/ provided services immediately after shipment. Deliveries and rendered services must be in accord with general and special laws and regulations valid in the Republic of Croatia, such as e.g. laws and regulation on protection of the employees, environment and in the field of safety regulations, especially valid standards. The latest valid technical version of the product must always be delivered if not differently stipulated by the Order. The supplier shall keep to the regulations on transportation of hazardous loads and waste, as well as special regulations on storage and work and shall timely notify the buyer about these things.</i></p> <p><i>The supplier gives for all deliveries and/or rendered services total warranty for performance accordant to order, without defectiveness, and in case of longer legal or contracted warranty terms, i.e. guarantee deadlines, provides warranty for this time period. He guarantees that he has delivered the object of sale with all contracted properties, which are usually presupposed and guaranteed , and that he held up</i></p>
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<p>Jamstveni rok počinje teći s uspješnim preuzimanjem predmeta narudžbe od strane Naručiitelja ili, u slučaju primjene u pogonima Naručiitelja, prilikom prve primjene predmeta narudžbe i predaje cjelokupne dokumentacije Naručiitelju. Jamstveni rok prestaje najkasnije nakon isteka roka od 3 godine od isporuke (predaje predmeta narudžbe na dogovorenoj adresi za isporuku) naručitelju te od predaje svih predmeta koji pripadaju toj isporuci, odnosno svih potrebitih dokaza o izvršenim ispitivanjima, opisa, uputa za uporabu i sličnog. Po otklanjanju reklamiranih nedostataka jamstveni rok počinje teći iznova za cjelokupni predmet isporuke. Ukoliko bi između stranaka bilo sporno radi li se o slučaju koji pokriva jamstvo, onda se isporučitelj obvezuje da će do razjašnjenja tog pitanja o vlastitom trošku otkloniti postojeće nedostatke.</p> <p>Naručiitelj ima pravo izbora između smanjenja cijene, besplatnog poboljšanja, besplatne zamjene i (u slučaju krupnih nedostataka) potpunog ili djelomičnog odustajanja od ugovora. Eventualno poboljšanje ili zamjena moraju se izvršiti odmah na rizik i o trošku Isporučiitelja, odnosno ne kasnije od 10 dana od reklamacije nedostataka od strane Naručiitelja i to na mjestu skladištenja ili ugradnje predmeta narudžbe ili izvršenja usluge (ukoliko je Isporučiitelju mjesto navedeno prilikom zaključenja ugovora). Ukoliko Naručiitelj mora snositi dodatne troškove (troškovi putovanja, montaže i demontaže, itd.), tada će Isporučiitelj preuzeti te troškove. U slučaju neposredne opasnosti Naručiitelj ima pravo, i bez određivanja dodatnog roka, o trošku Isporučiitelja otkloniti nedostatke ili dati da se nedostaci otklone, a da se time ni na koji način ne povrjeđuju zahtjevi Naručiitelja.</p> <p>U slučaju inženjeringa, pružanja savjetodavnih i softverskih usluga te usluga dokumentiranja, Isporučiitelj preuzima neograničeno jamstvo za točnost i potpunost svojih pismenih i usmenih navoda i naputaka.</p> <p>U slučaju isporuke većih i manjih količina od naručenih ili odstupanja u kvaliteti, Isporučiitelj mora nadoknaditi sve izdatke koji su nastali zbog troškova dodatne kontrole, pakiranja, vraćanja robe ili skladištenja i sl. Vraćanje nenaručene robe ili viška isporučenih količina u svakom slučaju ide na trošak i rizik Isporučiitelja.</p> <p>Isporučiitelj nadalje jamči pružanje usluga održavanja, popravka i preuređivanja za isporučenu robu prema tržišno uobičajenoj naknadi, te naknadnu isporuku pričuvnih i potrošnih dijelova u razdoblju od 10 godina od trenutka ispunjenja ugovora.</p> <p>11. Obuka, dokumentacija Prilikom isporuke tehničkih postrojenja i uređaja</p>	<p><i>to all valid legal norms and provisions of this contract.</i></p> <p><i>The guarantee period starts up with successful taking over of the object of delivery on the part of the buyer or, in case of application in the workshop of the buyer, during the first operation of the object of delivery and taking over of the entire documentation. Guarantee period ceases at the latest after expiry of the term of 3 years after delivery (delivery of the object of order at the predestined delivery address) to the buyer, and after delivery of all objects belonging to this delivery, i.e. all necessary evidence about execution of testing, description, handling instructions and similar. After removal of complained deficiencies the guarantee period starts up to run for the entire object of delivery. If it were disputable for the parties whether complained deficiency is covered by guarantee, then the supplier is obliged to remove existing deficiencies until this question has been clarified.</i></p> <p><i>The buyer is entitled to choose between decrease of price, cost free improvement, cost free replacement (in case of massive deficiencies), or total or partial withdrawal from the contract. Eventual improvement or replacement must be carried out immediately at risk and the cost of the supplier, i.e. not later than 10 days after placement of complaint for deficiency on the part of the buyer, and that at the place of storage or installation of the object of delivery or place of rendering of the service (if the place has been specified to the supplier at the time of conclusion of the contract). If the supplier has to bear additional costs (travelling, installation, dismantling etc.), he will take over these costs. In case of looming danger the buyer has right also without determination of the additional time, to remove deficiencies on the cost of the supplier, or give somebody else to remove them, without violation of supplier's demands.</i></p> <p><i>In case of engineering, provision of advisory and software services and documentation services, the supplier takes over unlimited guarantee for precision and completeness of this written and oral instruction and quotations.</i></p> <p><i>In case of delivery of larger or lesser quantities from those ordered, or deviations in quality, the supplier must recompense all expenses which occurred due to costs of permanent control, packaging, return of the goods or storage and similar. Return of goods which was not ordered or surplus of delivered quantities shall certainly go on cost and risk of the supplier.</i></p> <p><i>Furthermore the supplier guarantees for rendering of services of maintenance, repair and readjustment of objects of delivery at market prices, and subsequent delivery of spare parts and consumables for time period of 10 years since time of fulfillment of the contract.</i></p> <p>11 Training, documentation Cost free training of buyer's operators and</p>
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mora se obaviti besplatna obuka poslužitelja i osoblja za održavanje. Naručilac će na zahtjev obavljati i kasniju i ponovljenu obuku uz tržišno uobičajenu naknadu. Kod isporuka postrojenja i uređaja koje mora montirati treća osoba ili naručilac, moraju se isporučiti i potrebni planovi za montažu (uključujući i sve priključke, eventualne građevinske nužnosti i sl.), listovi s podacima, upute za ugradnju, napomene o obradi, propisi o skladištenju, radu i održavanju, popisi pričuvnih i potrošnih dijelova, CE izjave, odnosno napomene o posebnostima predmeta isporuke. Sva isporučena postrojenja i uređaji moraju imati Natpis te propise i upute o rukovanju.

12. Podizvođači i dobavljači

Isporučitelj mora na zahtjev Naručilca, u kratkom roku nakon davanja narudžbe, obavijestiti Naručilca o podizvođačima i prethodnim dobavljačima koji su u svezi s ispunjenjem ugovora. Zbog toga međutim ne dolazi do nastanka pravnog odnosa između Naručilca i podizvođača i prethodnih dobavljača Isporučitelja. Isporučitelj jamči za podizvođače i prethodne dobavljače kao za svoje vlastite postupke, odnosno kao da je on predmet narudžbe u cijelosti sam proizveo.

13. Pravo pridržaja vlasništva, zabrana cesije, kompenzacija, prijenos, prijenos vlasništva

Sve isporuke Naručilcu moraju biti oslobođene prava pridržaja vlasništva i prava trećih osoba. Ovakvi pridržaji su nevažeći i bez izričitog prigovora Naručilca. Potraživanja temeljem isporuka koje su izvršene Naručilcu, smiju se cedirati samo uz prethodnu izričitu pismenu suglasnost Naručilca. Isporučitelj svoja ugovorna prava i obveze ne smije prenijeti na treće osobe bez izričite suglasnosti naručilca.

14. Stavljanje na raspolaganje sredstva za proizvodnju, čuvanje tajne, zaštita osobnih podataka

Sredstva za proizvodnju, kao što su alati, modeli, itd. ili fotografije koje financira naručilac, kao i crteži, planovi i sva dokumentacija koja je potrebna za izvršenje narudžbe, ostaju, odnosno već svojom izradom, postaju vlasništvo Naručilca i kao takvi se moraju označiti. Oni se u svakom trenutku na zahtjev, a u svakom slučaju prilikom isporuke robe/izvršenja usluge ili prilikom odustajanja od ugovora, moraju odmah vratiti Naručilcu. Skladištenje, održavanje i popravak sredstava za proizvodnju, potrebnih za izvršenje narudžbe, ide na teret i rizik Isporučitelja. Korištenje tih sredstava od strane Isporučitelja u vlastite svrhe i napose za treće osobe u načelu nije dopušteno. Isporučitelj je obavezan čuvati kao tajnu sve informacije koje su mu dane u svezi s narudžbom ili su mu na neki drugi način postale poznate, a ne

maintenance staff shall be implemented at the time of delivery of the plant and equipment. The supplier shall upon request carry out repeated subsequent training at the usual market compensation. At delivery of the plant or equipment to be installed by third person or the buyer, necessary installation plans must also be delivered (including all fitting, eventual civil construction necessities and similar. Data lists, installation instructions, notes on processing and storage, operation and maintenance, i.e. notes on particularities of the object of delivery. All delivered plants and devices must have labels and operation manuals.

12 Subcontractors and sub suppliers

The supplier must upon request of the buyer at short notice after placement of the order notify the buyer on his subcontractors and previous sub suppliers in connection with realization of the contract. Because of that no legal relation between buyer and the subcontractors and the former sub suppliers comes into existence. The supplier guarantees for his subcontractors and former sub suppliers as for his own actions, i.e. as if he manufacture object delivery entirely on his own.

13 Right of retention of the ownership, ban of cession, compensation, transfer, passage of ownership

All deliveries of the supplier must be free from right of retention of the ownership and right of third persons. Such retentions are not valid also without explicit reproach of the supplier. Claims based on deliveries carried out for him are allowed to be ceded only under previous explicit written consent of the supplier. The supplier is not allowed to transfer his contractual rights and obligations to third person without explicit consent of the buyer.

14 Putting at disposal means of production, confidentiality, personal data protection

Means of production such as tools, models, etc. or photographs financed by the supplier, as well as drawings, plans and all documentation necessary for realization of the order, remain, i.e. become ownership already by their manufacture of the supplier, and as such must be marked. They must at any moment during delivery of goods /services or in case of withdrawal from the contract immediately be returned to the supplier. Storage, maintenance and repair of means of production necessary for realization of the order go on burden and risk of the supplier. Use of these means on the part of supplier for his own purposes and especially for third persons in principle is not allowed. The supplier shall obligatory keep confidential all information in connection with the order or information he learned in some other way, which refer not only to business and production secrets.



samo poslovne i proizvodne tajne. On ovu obvezu mora prenijeti i na svoje djelatnike kao i na podizvođače i dobavljače kojima je on dao nalog. Za svako prosljeđivanje ili dostupnost ovakve vrste informacije trećim osobama kao i izradu preslika dokumentacije, koja se odnosi na predmet isporuke, potrebna je izričita pismena suglasnost Naručitelja. U slučaju suprotnog ponašanja Naručitelj ima pravo u cijelosti ili djelomično odustati od ugovora. Isporučitelj je obavezan pridržavati se zakonskih zahtjeva o zaštiti osobnih podataka Naručitelja ukoliko dođe u posjed istih tijekom izvršenja usluge iz narudžbe ili su mu na neki drugi način postale poznate. U slučaju incidenta u zaštiti osobnih podataka, odgovornost za isti u potpunosti je na strani Isporučitelja.

15. Zapošljavanje stranaca

Isporučitelj se izričito obvezuje da će se prilikom zapošljavanja bezuvjetno pridržavati Zakona o strancima. Naručitelj ima pravo u svakom trenutku kontrolirati da li se isporučitelj pridržava odredbi Zakona o strancima i izvršiti uvid u sve dokumente koji su u tom smislu relevantni. U slučaju povrede odredbi Zakona o strancima, kao i odredbi ovog stavka, isporučitelj se obvezuje da će naručitelju u potpunosti nadoknaditi štetu i osloboditi ga tužbi.

16. Etika

Isporučitelj će se pobrinuti da važnost etičkog ponašanja, zaštite ljudskih prava i zaštite okoliša te zahtjeve iz Kodeksa ponašanja dobavljača ĐĐ Grupe priopćava svojim zaposlenicima i svojim isporučiteljima/ dobavljačima.

Isporučitelj se obvezuje da svako kršenje zakona u vezi s osnovnim radnim uvjetima i ljudska prava, uključujući zakone koji se odnose na ropstvo i trgovinu ljudima, bilo u svojim prostorima ili prostorima svojih podizvođača/poddobavljača može se smatrati materijalnim kršenjem Narudžbe.

17. Općenito

Poslovna prepiska se mora voditi sa zaduženim referentom i mora sadržavati broj narudžbe.

Isporučitelj jamči i za to da će se njegovi podizvođači i dobavljači pridržavati Uvjeta nabave Naručitelja.

Isporučitelj se obvezuje da će, bez odlaganja, obavijestiti Naručitelja o promjeni adrese pismenim putem. Do obavijesti o novoj adresi isporuka/dostava na staru adresu smatra se izvršenom.

Ukoliko bi neka klauzula ovih Općih uvjeta bila ili bi postala nevaljana ili bi Opći uvjeti bili nepotpuni, to ne utječe na valjanost ostalih odredbi općih uvjeta. Nevaljana odredba se mora zamijeniti pravovaljanom odredbom koja je po svrsi i smislu gospodarski najbliža nevažećoj odredbi. Na isti

He must pass this obligation on his own employees as well as on subcontractors and sub suppliers to whom he issued his order. Each transmission or availability of such kind of information to third persons and copying of documentation being relevant for the object of delivery needs explicit written permission. In case of contrary behavior the supplier is entitled to withdraw totally or partly from the contract.

The supplier shall comply with the legal requirements for the protection of personal data of the Buyer if he comes into possession of the same during the execution of the order service or if it has otherwise become known. In the event of an incident in the protection of personal data, the responsibility for the same is entirely on the part of the Supplier.

15 Employment of foreign labour

The supplier is explicitly obliged to observe by employment of labor force unconditionally rules of employment of the Law on Foreigners. The buyer is entitled at every moment to control whether the supplier keeps to the provisions of the Law on Foreigners and shall inspect all relevant documentation. In case of violation of the provisions of the Law on Foreigners and provisions of this article, the supplier shall recompense the buyer of the incurred damage and set him free from any claims.

16 Ethics

The Supplier shall ensure that the importance of ethical conduct, the protection of human rights and the protection of the environment and the requirements of the Supplier Code of Conduct of the ĐĐ Group are communicated to its employees and its suppliers/providers.

The Supplier undertakes that any violation of laws relating to basic working conditions and human rights, including laws relating to slavery and human trafficking, whether on its premises or the premises of its subcontractors/subcontractors may be considered a material breach of the Order.

17 General provisions

Business correspondence shall be conducted with the officer in charge of correspondence and must contain number of order.

The supplier guarantees also that his subcontractors and sub suppliers shall observe GENERAL TERMS OF PROCUREMENT of the supplier. The buyer shall without delay notify the supplier on every change of address in written form. Until notification of new address arrives, deliveries on the old address shall be considered as executed. If any clause of these GENERAL TERMS OF PROCUREMENT becomes invalid or incomplete, it does not influence validity of other provisions of the GENERAL TERMS. Invalid provision must be replaced by the legally valid provision, which by its purpose and sense economically is at the closest to



<p>način se moraju nadopuniti praznine u ugovoru. Kodeksa ponašanja dobavljača dostupan je na linku https://duro-dakovic.com/wp-content/uploads/2025/02/KODEKS-PONASANJA-DOBAVLJACA.pdf</p> <p>18. Sudska nadležnost, mjerodavno pravo Za sve sporove koji se odnose na predmetni ugovor ili na njegovo raskidanje ugovara se isključiva nadležnost mjesnog nadležnog suda u RH, odnosno za sporove sa stranim isporučiteljima ugovara se nadležnost Izabranog sudišta pri Hrvatskoj gospodarskoj komori u Zagrebu. Naručitelj, međutim, ima pravo tužiti isporučitelja i pred nekim drugim redovnim sudom nadležnim za isporučitelja.</p> <p>Slavonski Brod, studeni 2024.</p>	<p><i>the invalid provision. Gaps in the contract shall be filled in in the same manner.</i> <i>Supplier Code of Conduct is available at the link https://duro-dakovic.com/wp-content/uploads/2025/02/KODEKS-PONASANJA-DOBAVLJACA.pdf</i></p> <p>18 Applicable law and legal venue <i>All disputes out of this contract or its termination shall be handled exclusively at locally competent court in the Republic of Croatia, i.e. jurisdiction for foreign suppliers shall be exclusively court at the Croatian Chamber of Commerce in Zagreb. The buyer however is entitled to sue the supplier also at some other ordinary court in jurisdiction for the supplier.</i></p> <p><i>Slavonski Brod, November 2024.</i></p>
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