

OPĆI UVJETI POSLOVANJA

Primjena Općih uvjeta poslovanja

Članak 1.

Ovim Općim uvjetima poslovanja (u daljnjem tekstu: Uvjeti) uređuju se međusobna prava i obveze između Dalekovod, d.d. i s njime povezanih i ovisnih trgovačkih društava kao članova grupe DALEKOVOD (dalje u tekstu Dalekovod, d.d. i njegova povezana i ovisna trgovačka društva: DALEKOVOD) i pravnih i fizičkih osoba (dalje u tekstu: Ugovaratelj) s kojima se DALEKOVOD nalazi u poslovnom odnosu. Ovi Opći uvjeti poslovanja postat će sastavni dio ugovora nakon sklapanja Ugovora i/ili prihvaćanja narudžbe od strane Ugovaratelja. Ugovori i/ili narudžbe su važeće ako su sastavljene u pisanom obliku i potpisane od strane DALEKOVOD-a. Opći uvjeti poslovanja Ugovaratelja i/ili njegovog podgovaratelja nisu obvezujući za DALEKOVOD.

Potvrda, opoziv, obustava Ugovora/narudžbenice

Članak 2.

DALEKOVOD mora u roku od 3 dana od slanja narudžbenice dobiti potvrdu da je narudžbenica prihvaćena. DALEKOVOD pridržava pravo opozvati narudžbu bez prava na naknadu Ugovaratelju pod uvjetom da je opoziv poslan prije nego što je DALEKOVOD primio potvrdu narudžbenice. Ako potvrda odstupa od narudžbe, DALEKOVOD-ovo prihvaćanje robe koju isporučuje Ugovaratelj ne smatra se prihvaćanjem nekog takvog odstupanja. DALEKOVOD pridržava pravo u bilo koje vrijeme zahtijevati od Ugovaratelja da obustavi ispunjenje ugovora bez prava na izgublenu dobit već samo i jedino na nadoknadu stvarnih troškova koji su potkrijepljeni odgovarajućim dokazima. DALEKOVOD pridržava pravo odustati od dijela ugovora i zahtijevati od Ugovaratelja samo djelomično ispunjenje ili raskinuti ugovor u cijelosti, bez obzira na moguću krivnju Ugovaratelja i bez ikakvih troškova za DALEKOVOD. U tom slučaju Ugovaratelj ima pravo naplatiti DALEKOVOD-u samo usluge za koje je dokazano da su izvršene do datuma djelomičnog odustanka od ispunjenja ili raskida ugovora, umanjeno za sve moguće odbitke i uštede koje proizlaze iz ili se odnose na djelomični odustanak od ispunjenja ili raskida ugovora.

Rok i mjesto isporuke, ugovorna kazna, odgovornost, raskid

Članak 3.

Osim ako nije izričito dogovoreno drugačije, rok za isporuku robe ili usluge počinje teći na dan potvrde narudžbe. Dan koji će se smatrati isporukom robe bit će datum primitka na lokaciji koju navodi DALEKOVOD. Mjesto izvršenja za isporuke ili usluge jest određena lokacija. Za plaćanje je mjesto izvršenja sjedište DALEKOVOD-a. Ako isporuka uključuje radove i usluge, dan koji će se smatrati isporukom bit će datum primopredaje. DALEKOVOD ima pravo zaračunati ugovornu kaznu od 0,5% od ukupne vrijednosti Ugovora/narudžbe (bez PDV-a) za svaki započeti kalendarski dan kašnjenja s isporukom robe ili usluga, ali maksimalno 10% od ukupne vrijednosti. Takva je kazna neovisna od krivnje Ugovaratelja i nastanka štete. DALEKOVOD pridržava pravo na potraživanje cjelokupne prouzročene štete (ugovorne i izvanugovorne). U slučaju kašnjenja DALEKOVOD ima pravo raskinuti ugovor nakon isteka razumnog dodatnog roka za isporuku od strane Ugovaratelja. U slučaju da se za vrijeme trajanja roka za isporuku može vidjeti da Ugovaratelj neće uredno isporučiti robu ili usluge ili ispuniti obveze u dogovorenom roku, DALEKOVOD ima pravo poduzeti sve potrebne mjere kako bi spriječio neminovno kašnjenje isporuke o trošku i riziku Ugovaratelja. Ako je protiv Ugovaratelja pokrenut otvoren stečajni postupak, ako je nesposoban za plaćanje ili prezadužen, ili u postupku likvidacije, ako njegovom imovinom upravlja stečajni upravitelj ili sud, ako je u nagodbi s vjerovnicima, ako je obustavio poslovne aktivnosti ili je u bilo kakvoj istovrsnoj situaciji koja proizlazi iz sličnog postupka prema nacionalnim zakonima i propisima, DALEKOVOD ima pravo s trenutnim učinkom u potpunosti ili djelomično odstupiti od ugovora bez ikakvih posljedica.

Otprema, prijenos rizika

Članak 4.

Ugovaratelj nema pravo niti u jednom slučaju na pridržaj prava vlasništva robe koju je naručio DALEKOVOD. Kod isporuka koje uključuju radove i/ili usluge, rizik se prenosi s Ugovaratelja na DALEKOVOD prilikom primopredaje. Za isporuke koje ne uključuju radove i/ili usluge, rizik se prenosi prilikom DALEKOVOD-ovog primitka na odredištu. Ako je sjedište Ugovaratelja i mjesto isporuke u EU-u, vrijede Incoterms®2016 za DDP (mjesto isporuke). Ako je u ovom slučaju dogovorena isporuka na gradilišta ili izravno trećim osobama, Ugovaratelj snosi troškove i rizik za istovar robe. Ako sjedište Ugovaratelja ili mjesto isporuke nisu u EU-u, vrijede Incoterms®2016 za DAP (odredište). Djelomična isporuka kao i isporuka manja ili veća od ugovorenog dopuštena je samo ako je DALEKOVOD za to prethodno dao svoju izričitu suglasnost u pisanom obliku. Svaka isporuka popraćena je otpremnicom na kojoj se između ostaloga nalaze i pojedinosti o neto težini po stavki i broj narudžbenice

GENERAL TERMS AND CONDITIONS

Application of the General Terms and Conditions

Article 1

These General Terms and Conditions (hereinafter: the General Terms) regulate mutual rights and obligations between Dalekovod d.d., its related companies and subsidiaries as members of the DALEKOVOD Group (hereinafter Dalekovod d.d., its related companies and subsidiaries shall jointly be referred to as: DALEKOVOD) and legal and natural persons (hereinafter: the Contractor) with whom DALEKOVOD has a business relationship. These General Terms and Conditions shall constitute an integral part of the contract after the conclusion of the Contract and/or acceptance of the order form by the Contractor. The Contracts and/or order forms shall be valid if made in writing and signed by DALEKOVOD. The General Terms of the Contractor and/or its subcontractor shall not be binding for DALEKOVOD.

Confirmation, cancellation, suspension of the Contract/order form

Article 2

DALEKOVOD has to receive confirmation that the order form has been accepted within 3 days from the moment of sending. DALEKOVOD reserves the right to cancel an order form to the Contractor without the Contractor's right to compensation under the condition that the cancellation has been sent before DALEKOVOD has received a confirmation of the order form. If the confirmation deviates from the order form, DALEKOVOD's acceptance of the goods being delivered by the Contractor shall not be interpreted as the acceptance of any such deviation. DALEKOVOD reserves the right to ask the Contractor at any time to suspend the execution of the contract without the right to compensation for lost profit, with the sole right to compensation of actual costs substantiated by adequate evidence. DALEKOVOD reserves the right to cancel a part of the contract and seek partial execution from the Contractor or to terminate the contract entirely, regardless of the possible fault of the Contractor and without any costs for DALEKOVOD. In such a case, the Contractor is entitled to charge DALEKOVOD only for the services for which it has been proven that they were provided before the date of partial cancellation of execution or the termination of the contract, reduced by all possible deductions and savings resulting from or relating to partial cancellation of execution or termination of the contract.

Deadline and place of delivery, liquidated damages, responsibility, termination

Article 3

Unless explicitly agreed otherwise, the deadline for the delivery of goods or services shall commence on the date of confirmation of the order. The date deemed as a date of delivery of the goods shall be the date of receipt at the location specified by DALEKOVOD. The place of execution for the deliveries or services is the location of destination. For the payments, the place of execution is the registered office of DALEKOVOD. If the delivery also includes the works and services, the date of the delivery shall be the date of the handover. DALEKOVOD shall be entitled to the right to calculate liquidated damages in the amount of 0.5% of the total value of the Contract/order form (without VAT) for each commenced calendar day of delay for the delivery of the goods or services, up to the maximal amount of 10% of the total value. Such damages shall not depend on the fault of the Contractor and the resulting damage. DALEKOVOD reserves the right to claim the entire suffered damage (contractual and extra contractual). In the event of delay, DALEKOVOD is entitled to the right to terminate the contract after the expiry of a reasonable additional deadline for delivery by the Contractor. In case it is possible to ascertain during the delivery period that the Contractor shall not deliver the goods or services or otherwise fulfil its obligations within the agreed deadline, DALEKOVOD is entitled to take all the necessary measures to prevent impending delay of delivery at the expense and risk of the Contractor. If an open bankruptcy procedure is initiated against the Contractor, if the Contractor is insolvent or overindebted or under liquidation, if its assets are managed by an administrative receiver/bankruptcy trustee or a court, if the Contractor has made a deal with the creditors, if it has suspended its business activities or is in a similar situation resulting from similar procedure in line with the national laws and regulations, DALEKOVOD is entitled to the right to withdraw from the contract completely or partially with immediate effect without any consequences.

Dispatch, transfer of risk

Article 4

The Contractor shall not in any case be entitled to the right to reserve the right of the ownership of the goods ordered by DALEKOVOD. In case of deliveries that include works and/or services, the risk shall be transferred from the Contractor to DALEKOVOD on the handover. In case of deliveries that do not include works and/or services, the risk shall



za cijelu narudžbu. Osim ako DALEKOVOD ne zatraži određeni način prijevoza, roba se mora otpremiti na način da otprema prouzrokuje najmanji trošak. U suprotnom, Ugovaratelj snosi sve dodatne troškove. Prilikom isporuke robe i usluga Ugovaratelj mora ispuniti sve pravne zahtjeve vezane uz izvoz, carinu i vanjsku trgovinu i ishoditi potrebne dozvole za izvoz, osim ako je prema relevantnom Propisu o vanjskoj trgovini za ishođenje potrebnih dozvola odgovoran DALEKOVOD ili treća osoba, a ne Ugovaratelj. Ugovaratelj mora DALEKOVOD-u u najkraćem mogućem roku, ali u svakom slučaju prije datuma isporuke, u pisanom obliku poslati sve informacije i podatke koji su DALEKOVOD-u potrebni kako bi mogao poštivati sve važeće Propise o vanjskoj trgovini koji reguliraju izvoz i uvoz kao i ponovni izvoz robe i usluga, uključujući za svaku robu/uslugu sljedeće „Podatke o kontroli izvoza i vanjskoj trgovini“:

- Klasifikacijski broj za kontrolu izvoza" prema Američkom popisu za trgovinsku kontrolu (eng. *U.S. Commerce Control List*, ECCN) ako Proizvod podliježe američkim administrativnim propisima o izvozu; i - sve relevantne brojevi popisa izvoznih proizvoda; i - statističku oznaku robe prema važećoj klasifikaciji robe za statistiku vanjske trgovine i oznaku HS (usklađeni sustav, eng. Harmonized System); i - zemlju porijekla (nepovlašteno podrijetlo); i - na zahtjev DALEKOVOD-a: izjave Ugovaratelja o povlaštenom podrijetlu (za europske Ugovaratelje) ili druge povlaštene potvrde (za neeuropske Ugovaratelje). U slučaju promjena podrijetla, karakteristika robe ili usluga, ili važećih Propisa o vanjskoj trgovini Ugovaratelj mora u najkraćem mogućem roku aktualizirati i DALEKOVOD-u poslati pisane obavijesti o podacima za kontrolu izvoza i vanjsku trgovinu, ali u svakom slučaju ne kasnije od datuma isporuke. Izravne isporuke DALEKOVOD-ovim kupcima šalju se po potrebi u neutralnoj ambalaži i s dokumentima za otpremu na ime i u korist DALEKOVOD-a. Ugovaratelj mora DALEKOVOD-u dostaviti presliku tih dostavnica. Ako je cijena navedena bez ambalaže, ambalaža se naplaćuje po cijeni koštanja i posebno navodi na fakturama. Osim ako ugovorne strane ne dogovore drugačije, vrijednost ambalažnog materijala koje DALEKOVOD vraća Ugovaratelju za ponovnu uporabu plaća Ugovaratelj.

Izdavanje računa, obračunska plaćanja, prijenos prava

Članak 5.

Računi se moraju dostaviti DALEKOVOD-u odmah po isporuci robe, odnosno uredno završetku radova ili izvršenju usluga. Računi koje se odnose na robu za koju su potrebna izvozna odobrenja moraju sadržavati sve zahtjeve za označavanjem koji su ispunjeni. Ugovaratelj prije izdavanja računa mora dostaviti OIB odnosno odgovarajući porezni broj. DALEKOVOD pridržava pravo vratiti račun ako ne ispunjava tražene uvjete. U tom slučaju smatrat će se da račun nije niti predan te rok za plaćanje računa počinje teći od dana primitka ispravnog računa. Ugovaratelj nema pravo na prijebol potraživanja od DALEKOVOD-a u odnosu na potraživanje koje DALEKOVOD ima prema Ugovaratelju. Uvjeti plaćanja i drugi uvjeti koje Ugovaratelj jednostrano unese u račun ili dostavnicu ne obvezuju DALEKOVOD niti onda kad je račun ili dostavnicu robe primio, a nije joj prigovorio. DALEKOVOD je ovlašten prava i obveze iz ovog ugovornog odnosa s Ugovarateljem prenijeti na neko drugo svoje povezano ili ovisno društvo. Ugovaratelj ne može svoju tražbinu prema DALEKOVOD-u ustupiti trećoj/trećim osobama bez izričitog pisanog pristanka DALEKOVOD-a. DALEKOVOD ima pravo na prijebol potraživanja sa potraživanjima Ugovaratelja. Ugovaratelj može koristiti podugovaratelje za obavljanje svih ili dijela svojih obaveza uz prethodnu izričito pisanu suglasnost DALEKOVOD-a.

Uvjeti plaćanja, jamstva, osiguranje

Članak 6.

Razdoblje u kojemu se računi moraju platiti počinje sa DALEKOVOD-ovim bezuvjetnim prihvaćanjem isporučene robe, radova ili usluga i po primitku uredno izdanog računa. Osim ako nije drugačije dogovoreno, plaćanja se vrše u roku od 60 dana od primitka računa. DALEKOVOD ima pravo uskratiti plaćanje dok se ne isprave utvrđeni nedostaci. Za vrijeme trajanja jamstvenog razdoblja DALEKOVOD može uskratiti do 20% vrijednosti ugovora u obliku beskamatnog garantnog depozita. Plaćanje se ne smatra potvrdom da su roba ili usluge isporučene u skladu s ugovorom, niti odricanjem bilo kojeg prava koje pripada DALEKOVOD-u. Ako iz bilo kojeg razloga dogovoreno jamstvo i/ili osiguranje nije na raspolaganju, Ugovaratelj je dužan osigurati DALEKOVOD-u jednakovrijedno jamstvo i/ili osiguranje. Ugovaratelj je dužan DALEKOVOD-u dostaviti najmanje policu osiguranja od odgovornosti za neispravan proizvod (product liability) i policu osiguranja od odgovornosti (javna odgovornost prema trećim osobama i odgovornost prema djelatnicima).

Primopredaja, nedostaci, odgovornost, intelektualno vlasništvo, viša sila

Članak 7.

Sami primitak ili privremena uporaba isporučene robe, radova i usluga ili plaćanja za iste ne predstavlja prihvaćanje ili odricanje od prava koja pripadaju DALEKOVOD-u. Ako se u provjeri ustanovi da dijelovi isporučene robe ne ispunjavaju zahtjeve DALEKOVOD-a ili nemaju

be transferred at the moment of receipt by DALEKOVOD at the destination. If the registered office of the Contractor and the place of delivery are in the EU, the Incoterms®2016 for DDP (place of delivery) shall apply. If in this case a delivery to the construction site or directly to a third person has been agreed, the Contractor shall cover all the costs and bear the risk for the unloading of the goods. If the registered office of the Contractor or the place of delivery are not in the EU, the Incoterms®2016 for DAP (destination) shall apply. Partial deliveries, as well as the deliveries that are smaller or larger than agreed, shall be permitted only against an explicit written prior consent of DALEKOVOD. Each delivery shall be accompanied by a bill of lading/dispatch note that, among other things, includes the details about the net weight per item and the number of the order form for the entire order. Unless DALEKOVOD seeks a specific form of transport, the goods shall be dispatched so that the dispatch causes the lowest possible expenses. Otherwise, the Contractor shall cover all the additional expenses. During the delivery of the goods and services, the Contractor has to meet all the legal requirements in relation to import, customs and foreign trade and obtain all the necessary permits for export, unless the relevant Regulation on foreign trade requires DALEKOVOD or a third person to obtain the required permits, not the Contractor. The Contractor has to provide DALEKOVOD, at shortest possible notice but anyhow before the delivery date, with all the written information and data required to DALEKOVOD to observe the applicable Regulations on foreign trade that regulate import and export and re-export of goods and services, including the following "Data on export control and foreign trade" for each of the goods/services: - Classification number for export control according to the U.S. Commerce Control List, ECCN) if the product is regulated by the U.S. administrative regulations on export; and - all the relevant numbers from the list of export products; and - statistical designation of the goods according to the applicable classification of the goods for the statistics of foreign trade and the designation from the HS - Harmonized system; and - the country of origin (non-preferential); and - at the request of DALEKOVOD: statement of the Contractor on preferential origin (for European Contractors) or other preferential confirmations (for non-European Contractors). In the event of a change of origin, characteristics of the goods or services, or the applicable Regulations on foreign trade, the Contractor shall be obliged to inform DALEKOVOD at shortest possible notice and in writing about the data for export control and foreign trade, but in any case before the date of delivery at the latest. The direct deliveries to DALEKOVOD's buyers shall be dispatched if needed in neutral packaging and with dispatch documents in the name and for the benefit of DALEKOVOD. The Contractor has to provide DALEKOVOD with the copies of such delivery notes. If the price is given without the packaging, the packaging shall be charged at its cost price and specified separately on the invoices. Unless the Contracting parties agree otherwise, the value of the packaging material being returned by DALEKOVOD to the Contractor for reuse shall be paid by the Contractor.

Issuing of invoices, calculation payments, transfer of rights

Article 5

The invoices have to be delivered to DALEKOVOD immediately upon the delivery of the goods, i.e. duly after the completion of the works or services. The invoices pertaining to the goods requiring export approvals have to contain all the requests for labelling which have been met. Prior to the issuing of the invoice, the Contractor shall submit its OIB or the adequate tax number. DALEKOVOD reserves the right to return the invoice if it fails to meet the requested conditions. In such a case, it shall be deemed that the invoice was never submitted and the invoice term shall commence from the day of receipt of an adequate invoice. The Contractor is not entitled to the right to set-off of the claims from DALEKOVOD against the claims DALEKOVOD has from the Contractor. The payment terms and other conditions entered by the Contractor in the invoice or the delivery note unilaterally shall not be binding for DALEKOVOD even when DALEKOVOD has received the invoice or delivery note without objections. DALEKOVOD is entitled to the right to transfer the rights and obligations from this contractual relationship with the Contractor to its other related companies or subsidiary. The Contractor may not transfer its claims from DALEKOVOD to a third person without an explicit written consent of DALEKOVOD. DALEKOVOD is entitled to the right to set-off its claims against the claims of the Contractor. The Contractor may use subcontractors for the execution of its obligations or any part thereof against an explicit written consent of DALEKOVOD.

Payment terms, warranties, insurance

Article 6

The period in which the invoices have to be paid for shall commence with DALEKOVOD's unconditional acceptance of the delivered goods, works or services and upon the receipt of a duly issued invoice. Unless agreed otherwise, the payments have to be made within 60 days from the receipt of the invoice. DALEKOVOD is entitled to the right to withhold payments until the shortcomings are remedied. During the warranty period, DALEKOVOD may withhold 20% of the value of the contract in



potrebnu kvalitetu potrebnu za udovoljavanje kriterijima na tržištu za takvu vrstu robe, DALEKOVOD može u potpunosti odbiti isporučenu robu ili usluge. Jamstveni rok za vidljive i skrivene nedostatke ponuđene opreme i radova iznosi 24 mjeseci od puštanja u pogon. Jamstveni rok za zamjenske proizvode nakon ispravka nedostataka koje DALEKOVOD prijavi počinje iznova teći. DALEKOVOD može od Ugovaratelja tražiti da ili odmah ispravi nedostatke utvrđene u gore navedenim jamstvenim rokovima na račun Ugovaratelja na određitu ili da u utvrđenom roku osigura robu i usluge bez nedostataka. DALEKOVOD je ovlašten potraživati sve troškove koji nastaju u vezi ispravljanja nedostataka kao i sve troškove inspekcije te eventualno izrečene novčane kazne proizašle iz provedenog prekršajnog postupka u povodu počinjenih povreda ustanovljenih inspekcijom, odnosno ako je inspekcijom utvrđeno da postoje nedostaci. U slučaju predstojeće opasnosti, npr. kako bi izbjegao vlastitu povredu, ili ako Ugovaratelj ne ispravi nedostatke u razumnom roku, DALEKOVOD ima pravo od trećih osoba nabaviti proizvode bez nedostataka, bez prethodne obavijesti i ne dovodeći u pitanje njegova potraživanja na osnovu jamstva prema Ugovaratelju ili popraviti ili dati popraviti robu s nedostacima o trošak Ugovaratelja. Ugovaratelj mora obešteti i osloboditi od odgovornosti DALEKOVOD za sporove koji proizlaze iz povrede nekog prava na patent, autorskog prava, zaštitnog znaka ili registriranog dizajna te DALEKOVOD-u jamčiti neograničenu uporabu isporučenog proizvoda. Ne dovodeći u pitanje druge obveze, Ugovaratelj će obešteti i osloboditi od odgovornosti DALEKOVOD za sva potraživanja na temelju odgovornosti za proizvode, a koje imaju treće osobe prema DALEKOVOD-u kao posljedicu nedostataka na proizvodima koje isporučuje Ugovaratelj. Postrojenja ili proizvodi koje isporučuje Ugovaratelj moraju imati potrebne sigurnosne značajke i zadovoljavati važeće sigurnosne standarde (pogotovo važeće sigurnosne standarde na lokaciji u slučaju postrojenja ili dijelova istih). U svakom slučaju poštuju se trenutno važeća tehnička pravila. Pogotovo se moraju poštovati važeće direktive EU-a, hrvatski zakon o općoj sigurnosti proizvoda i bilo koje odredbe (u aktualnom, važećem izdanju) koje se temelje na istima, kao i trenutno važeća verzija propisa europski standardi, hrvatski standardi i druga slična pravila. Postrojenja, sustavi ili proizvodi koje isporučuje Ugovaratelj moraju imati oznake CE koje zahtijevaju važeće direktive EZ i hrvatsko zakonodavstvo. Po isporuci, Ugovaratelj predaje DALEKOVOD-u izjave o sukladnosti EZ-a zajedno s kratkim tehničkim opisima, kao i upute i zahtjeve za ugradnju, ako je to potrebno. Osim toga, Ugovaratelj mora pravovremeno obavještavati DALEKOVOD o promjenama u materijalima, proizvodnim postupcima, dijelovima podugovaratelja i izjavama o sukladnosti EZ-a. Prilikom isporučivanja opreme koje će sklapati DALEKOVOD ili treća strana, Ugovaratelj u potrebnoj mjeri predaje DALEKOVOD-u svu dokumentaciju potrebnu DALEKOVOD-u, uključujući rasporede sklapanja, liste podataka, upute za preradu, upute za skladištenje, upravljanje i održavanje, popise rezervnih i nepotrošnih dijelova itd. Isporučeni proizvodi moraju biti označeni na hrvatskom jeziku i – ako to DALEKOVOD zatraži – na drugim jezicima. Zahtjevi i upute za upravljanje moraju biti u dva primjerka na hrvatskom jeziku i – ako to DALEKOVOD zatraži – na drugim jezicima. DALEKOVOD zadržava pravo tražiti dokaz Ugovarateljevog sustava provjere kvalitete i Ugovarateljevu dokumentaciju o izvršenim provjerama kvalitete i u bilo koje doba provesti nadzornu provjeru na lokaciji Ugovaratelja. Ugovaratelj isplaćuje naknadu DALEKOVOD-u za troškove nadzorne provjere, ako se tijekom provjere pronađu nedostaci u sustavu kontrole. Ako bi zbog izvanrednih okolnosti nastalih nakon sklapanja ugovora, koji se nisu mogli predvidjeti u vrijeme sklapanja ugovora, ispunjenje obveze za jednu stranu postalo pretežno otežano ili bi joj nanijelo pretežno veliki gubitak, ona može zahtijevati da se ugovor izmjeni ili čak i raskine. Ugovorna strana pogođena događajem izvanrednih okolnosti dužna je o tome odmah, a najkasnije u roku od 24 (dvadesetčetiri) sati pisanim putem obavijestiti drugu ugovornu stranu, s naznakom uzroka i odgovarajućim dokazima o postojanju događaja. Ugovaratelj ne može tražiti izmjenu ili raskid ugovora zbog promijenjenih okolnosti koje su nastupile nakon isteka roka određenog za ispunjenje njegove obveze kvalitete ili greške u dokumentaciji provjera kvalitete.

Materijal, dokumentacija, nacrti, tehnička rješenja

Članak 8.

Materijal koji dobavlja DALEKOVOD ostaje u vlasništvu DALEKOVOD-a i Ugovaratelj ga treba bez naknade zasebno uskladištiti, označiti i čuvati s pažnjom dobrog gospodarstvenika. Sva dokumentacija, kao što su planovi, nacrti i modeli postaju vlasništvo DALEKOVOD-a čak i u slučaju prijevremenog raskida ugovora, i na zahtjev se predaje DALEKOVOD-u. Ugovaratelj daje DALEKOVOD-u isključivo, neopozivo podlicencno pravo korištenja bez potraživanja dodatne naknade, i to neograničeno u pogledu sadržaja, vremena, kao i odgovarajuću dozvolu za korištenje djela koja proizlaze iz ovog ugovora. Ugovaratelj će bez naknade dostaviti nacрте i tehnička rješenja kada je to potrebno. Svi alati, obrasci, uzorci, modeli, profili, nacrti, standardni listovi sa specifikacijama, predlošci za tiskanje i materijali koje dostavi DALEKOVOD, kao i svi materijali proizašli iz toga ostaju DALEKOVOD-ovo vlasništvo i bez prethodne pisane suglasnosti DALEKOVOD-a neće biti dostupni nijednoj trećoj strani niti se koristiti u bilo koje druge svrhe osim onih dogovorenih

a form of an interest-free warranty deposit. The payment shall not be interpreted as a confirmation that the goods or services have been delivered in accordance with the contract, or as a waiver from any right to which DALEKOVOD is entitled to. If for any reason the agreed warranty and/or security is not available, the Contractor shall be obliged to provide DALEKOVOD with the warranty and/or security with the same value. The Contractor shall be obliged to provide DALEKOVOD at least with the product liability insurance policy and a policy for public liability insurance for third persons and employees.

Handover, shortcomings, liability, intellectual property, force majeure

Article 7

The receipt or temporary use of the delivered goods, works and services or payments for such goods, works and services shall not be interpreted as acceptance or waiver of any rights to which DALEKOVOD is entitled to. If a control shows that the parts of the delivered goods fail to meet the requirements of DALEKOVOD or do not have the quality required for meeting the market criteria for such type of goods, DALEKOVOD may completely reject the goods delivered or the services rendered. The warranty period for visible and hidden flaws in the offered equipment and works is 24 months from the commissioning. The warranty period for replacement products after the correction of the shortcoming reported by DALEKOVOD shall commence anew. DALEKOVOD may ask the Contractor either to remedy the shortcomings found during the above specified warranty periods immediately at the expense of the Contractor at the place of destination or to provide the goods and services without shortcomings within the specified deadline. DALEKOVOD is authorised to claim all the expenses resulting from the remedying of shortcomings, as well as all the expenses of inspection and potential fines resulting from a conducted misdemeanour procedure in terms of violations found during the inspection, i.e. if the inspection has shown certain shortcomings. In the event of the existing danger, i.e. to avoid personal injury or if the Contractor fails to remedy the shortcomings within a reasonable deadline, DALEKOVOD is entitled to the right to procure the products without shortcomings from third persons, without a prior notice and without prejudice to its claims under the warranties of the Contractor or to remedy or have the goods remedied at the expense of the Contractor. The Contractor shall indemnify and hold DALEKOVOD harmless in case of any dispute resulting from the violation of any patent rights, copyrights, trademark or registered design violation, as well as to guarantee unlimited use of the delivered product to DALEKOVOD. Without prejudice in terms of any other obligations, the Contractor shall indemnify and hold DALEKOVOD harmless in case of any claims based on liability for the products, which third parties have from DALEKOVOD based on shortcomings in the products delivered by the Contractor. The plants and products delivered by the Contractor have to have the required safety features and have to meet the applicable safety standards (in particular the applicable safety standards at the location in case of plants or parts thereof). In either case, the currently applicable technical rules have to be respected. The applicable EU directives, the Croatian law on general product safety and any other provisions (in the currently applicable version) based thereupon have to be respected, as well as the currently applicable version of the regulations, the European standards, the Croatian standards and other similar rules. The plants, systems or products being delivered by the Contractor have to have a CE mark prescribed by the applicable EC directives and Croatian legislations. Upon the delivery, the Contractor shall provide DALEKOVOD with the EC declarations of compliance with brief technical descriptions, as well as the instructions and requirements for installation, if any. In addition, the Contractor shall notify DALEKOVOD in a timely manner about any changes in the materials, production procedures, parts of the subcontractors and EC declarations of compliance. While delivering the goods to be assembled by DALEKOVOD or a third person, the Contractor shall hand over to DALEKOVOD all the documents required by DALEKOVOD, including of the assembly schemes, lists of data, instructions for installation, instructions for rework, warehousing, operating and maintenance, the lists of spare and non-consumable parts, etc. The delivered products have to be labelled in Croatian language and - if so requested by DALEKOVOD - in other languages. The requirements and operating instructions have to be provided in duplicate in Croatian language and - if so requested by DALEKOVOD - in other languages. DALEKOVOD reserves the right to seek proof of the Contractor's quality control system and Contractor's documents on executed quality controls, as well as to conduct a supervisory inspection at the Contractor's location at any time. The Contractor shall pay DALEKOVOD compensation for the costs of supervisory inspection if the inspection shows shortcomings in the control system. Should the extraordinary circumstances occur after the conclusion of the contract, which could not have been foreseen at the time of conclusion of the contract, but which made the execution of the obligations of a party extremely difficult or bring losses to such party, such party may seek an amendment or even termination of the contract. The party affected by extraordinary events shall be obliged to inform the other contracting party about the situation in writing and without delay, but not later than within 24 (twenty-four) hours, and has to specify the



ugovorom. Ugovaratelj izričito izjavljuje da posjeduje sva potrebna ovlaštenja, certifikate kao i sve druge dozvole potrebna da se osigura pružanje usluga kao što je dogovoreno u ugovoru i da će, na zahtjev DALEKOVOD-a, dostaviti DALEKOVOD-u te dokumente. Ako su za izvršenje radova potrebna posebna odobrenja državnih upravnih tijela, dozvole ili postupci preuzimanja, Ugovaratelj će iste pravovremeno ishoditi bez posebne naknade.

Mjerodavno pravo, rješavanje sporova, salvatorna klauzula, povjerljivost

Članak 9.

Primjenjuje se pravo Republike Hrvatske, uz isključenje trgovačkih običaja i prakse (trgovačke uzance), kolizijskih pravila međunarodnog privatnog prava te pravila Bečke (UN) konvencije o ugovorima o međunarodnoj trgovini robom iz 1980. godine. Sporove, posebice o provođenju ugovora ili o zahtjevima koji proizlaze iz ugovora, uključujući i sporove koji se odnose na pitanja njegovog valjanog nastanka, povrede ili prestanka, kao i na pravne učinke koji iz toga proistječu, uputić će se na mirenje u skladu s važećim Pravilnikom o mirenju Hrvatske gospodarske komore. Ako ti sporovi ne budu riješeni mirenjem u roku od 30 (trideset) dana nakon podnošenja prijedloga za pokretanje postupka mirenja ili u drugom roku o kojem se stranke dogovore, oni će se konačno riješiti arbitražom u skladu s važećim Pravilnikom o arbitraži pri Stalnom arbitražnom sudištu Hrvatske gospodarske komore (Zagrebačkim pravilima). Mjesto arbitraže biti će Zagreb. Broj arbitara bit će tri. Odluke arbitražnog vijeća biti će konačne i obvezujuće te će kao takve biti izvršne od bilo kojeg suda koji ima odgovarajuću jurisdikciju. Ako pojedine odredbe postanu nevažeće, to neće utjecati na važenje preostalih odredbi ugovora. Ugovaratelj se obvezuje da neće otkrivati povjerljive informacije koje se odnose na DALEKOVOD ili predmet ugovora, a koje je zakonito stekao u vezi s Ugovorom i/ili narudžbom, osim ako takve informacije postanu općepoznate ili Ugovaratelj dođe u njihov posjed drugim zakonitim načinom. Ako Ugovaratelj angažira treću osobu za ispunjenje svojih ugovornih obveza, on se mora pobrinuti da se isti ugovorom obveže na barem istu razinu povjerljivosti.

Informacije, deklaracija materijala, RoHS, ambalaža, opasni teret, zaštita okoliša

Članak 10.

Neovisno o zakonskoj obvezi informiranja Ugovaratelj mora DALEKOVOD-u staviti na raspolaganje sve potrebne i korisne informacije o robi ili uslugama koje je potrebno isporučiti, što se osobito odnosi na upute za ispravno skladištenje i kod kemikalija sigurnosno-tehnički list u skladu s uredbom (EZ) br. 1906/2007 Europskog parlamenta i vijeća o registriranju, ocjenjivanju, odobravanju i ograničavanju kemikalija (REACH) i Zakonom o provedbi Uredbe (EZ) br. 1272/2008 Europskog parlamenta i Vijeća o razvrstavanju, označavanju i pakiranju tvari i smjesa. Nadalje, Ugovaratelj mora DALEKOVOD dodatno upozoriti na mogućnost nastanka opasnog otpada ili otpadnog ulja od robe koju isporučuje te se pritom mora posebno osvrnuti na vrstu i eventualne mogućnosti zbrinjavanja. Ugovaratelj je obavezan na zahtjev DALEKOVOD-a bez posebne naknada primiti natrag otpad od urednog korištenja robe koju je isporučio ili istovrsne proizvode, u smislu Zakona o gospodarenju otpadom, što je pak ograničeno opsegom količine robe koju je isporučio. Ukoliko Ugovaratelj odbija ili nije u mogućnosti izvršiti prihvat otpada, DALEKOVOD ima pravo zbrinuti otpad na trošak Ugovaratelja. Ugovaratelj jamči da je roba koju će isporučiti na temelju narudžbe u skladu s RoHS (Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment) i time u skladu s EZ direktivom ROHS o zabrani uporabe određenih opasnih tvari u električnoj i električkoj opremi (direktiva 2011/65/EU) u trenutku isporuke. Ako isporučena roba nije u skladu sa standardima RoHS, Ugovaratelj mora DALEKOVOD-u nadoknaditi sve štete koje nastanu kao posljedica takve isporuke ne dovodeći u pitanje moguće jamstvene zahtjeve DALEKOVOD-a. Ako Ugovaratelj isporučuje zakonski dopuštene proizvode koji međutim zbog zakona podliježu ograničenjima s obzirom na tvar i/ili obvezama informiranja o tvarima (npr. REACH - registracija, ocjenjivanje, odobrenje i ograničenje kemikalija), Ugovaratelj mora takve tvari deklarirati u formatu koje određuje DALEKOVOD, i to najkasnije do trenutka prve isporuke proizvoda. Prethodno navedeno vrijedi samo za zakone koji se primjenjuju u sjedištu Ugovaratelja ili DALEKOVOD-a ili na mjestu koje je DALEKOVOD odredio kao mjesto isporuke. Ukoliko isporuka sadrži robu koja je u skladu s međunarodnim odredbama klasificirana kao opasni teret, Ugovaratelj mora o tome DALEKOVOD obavijestiti najkasnije u potvrdi narudžbenice/Ugovora u obliku koji je dogovoren između Ugovaratelja i DALEKOVOD-a te dostaviti sigurnosno tehnički list. Ukoliko je Ugovaratelj uvoznik ili unosnik takve robe u Republiku Hrvatsku, sigurnosno tehnički list treba biti upisan u registar pri HZTA. Ugovaratelj će preuzeti odgovornost za zdravlje i sigurnost svojih zaposlenika na radnom mjestu, poštivati zakone i pod zakonske akte o zaštiti okoliša, zaštite na radu i zaštite od požara te na najbolji mogući način poticati i zahtijevati pridržavanje kodeksa ponašanja svojih zaposlenika. Ugovaratelj je odgovoran za propuste u organizaciji radova i nepoštivanje propisa te za posljedice koje zbog toga

cause and provide adequate proof of such an event. The Contractor shall not be entitled to the right to seek amendment or termination of the contract due to changed circumstances occurring after the expiry of the deadline for execution of its obligations in terms of quality or errors in the quality control documents.

Material, documents, drawings, technical solutions

Article 8

The materials procured by DALEKOVOD remain in the ownership of DALEKOVOD and the Contractor shall store, label and safe-keep such materials separately, without compensation and with a care of a prudent businessman. All the documents, such as plans, drawings and models remain the property of DALEKOVOD even in the event of early termination of the contract, and shall be handed over to DALEKOVOD at their request. The Contractor shall give DALEKOVOD an exclusive, irrevocable sublicense right of use without special compensation, unlimited in terms of content, duration, as well as the corresponding permit for the use of the works under this contract. The Contractor shall submit the drawings and technical solutions without compensation when so required. All the tools, forms, samples, models, profiles, drawings, data sheets, printing previews and materials provided by DALEKOVOD, as well as all the materials resulting therefrom shall remain the property of DALEKOVOD and shall not be made available to any third party or be used for any other purposes other than the ones agreed by this contract without a prior written consent of DALEKOVOD. The Contractor explicitly warrants that it possesses all the required authorizations, certificates and other permits required to ensure the provision of services as agreed under this contract and shall, at the request of DALEKOVOD, provide DALEKOVOD with such documents. Should the execution of the works require special approvals of government administrative bodies, permits or takeover procedures, the Contractor shall obtain such documents in a timely manner without any special compensation.

Governing law, dispute settlement, severability clause, confidentiality

Article 9

The law of the Republic of Croatia shall apply, with the exclusion of trade customs and practices (trade usances), the conflict-of-law rules of international private law and the rules of the Vienna (UN) convention on contracts for the international sale of goods from 1980. The disputes, in particular pertaining to the implementation of the contract or the requirements resulting from the contract, including the disputes pertaining to the issues of its valid occurrence, violation or termination, as well as the legal effects resulting therefrom, shall be resolved in accordance with the applicable Rulebook on mediation of the Croatian Chamber of Economy. If such disputes cannot be settled through mediation within 30 (thirty) days from the submission of a motion for the initiation of a mediation procedure or other period agreed between the parties, such disputes shall be finally resolved by arbitrage in accordance with the applicable Rulebook on Arbitration of the Permanent Court of Arbitration at the Croatian Chamber of Economy (Zagreb rules). The place of arbitration shall be in Zagreb. The number of arbitrators shall be three. The decisions of the arbitration board shall be final and binding, and as such shall be enforceable before any court with adequate competence. Should individual provisions become invalid, this shall not affect the validity of the remaining provisions of this Contract. The Contractor shall be obliged not to disclose confidential information pertaining to DALEKOVOD or the subject of the contract, which they have legally acquired in relation to the Contract and/or order form, unless such information become public or the Contractor acquires such information in other legal manner. Should the Contractor engage a third person to fulfil its contractual obligations, the Contractor must ensure that such person has at least the same level of confidentiality foreseen by this contract.

Information, material declaration, RoHS, packaging, dangerous load, environmental protection

Article 10

Regardless of the legal obligation to inform, the Contractor must make available to DALEKOVOD all the required and useful information about the goods or services that need to be delivered, in particular in terms of instructions for adequate warehousing and a safety data sheet for chemicals in accordance with the Regulation (EC) no. 1906/2007 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and the Law on the Implementation of the Regulation (EC) no. 1272/2008 of the European Parliament and of the Council on classification, labelling and packaging of substances and mixtures. Furthermore, the Contractor has to additionally warn DALEKOVOD about the possibility of occurrence of dangerous waste or waste oil from the goods being delivered, and specifically has to reflect on the type and potential options for disposal. At DALEKOVOD's request, the Contractor shall be obliged to take back the waste originating from duly use of the goods being



nastanu pri izvođenju ugovorenih radova. Troškovi provođenja mjera zaštite na radu, zaštite od požara i zaštite okoliša uključeni su u ugovorenoj cijeni usluge. Ugovaratelj mora poduzeti sve preventivne mjere u svrhu sprečavanja onečišćenja okoliša i svih ostalih negativnih utjecaja na okoliš. Otpad koji nastane kod ugovaratelja mora se selektirati, odvojeno skupljati, skladištiti i poslati na konačnu obradu kod ovlaštenog obrađivača te voditi evidenciju sukladno zakonskim aktima. Ugovaratelj je dužan voditelju građenja /odgovornoj osobi uručiti prateće listove o otpremi otpada. Prilikom manipulacije i korištenja opasnih kemikalija moraju se koristiti propisana zaštitna sredstva i poštivati upute iz sigurnosno tehničkog lista (STL). STL-ovi kemikalija koje se koriste moraju biti na raspolaganju na mjestu skladištenja i uporabe. Prilikom izgradnje objekata, u svrhu zaštite i očuvanja okoliša, zaposlenicima je zabranjeno: zagađivanje vodotoka izlivanja u kanalizacijska okna, oborinsku odvodnju ili u tlo, bacanje i ostavljanje otpada na mjestu rada, nepotrebno uništavanje biljnog i životinjskog svijeta, sječa drveća u svrhu loženja vatre, vršiti druge radnje kojima se narušava izgled okoliša i remeti prirodna ravnoteža te uništavati kulturna dobra. U svrhu praćenja i stalnog poboljšavanja zaštite okoliša zaštite na radu Ugovaratelj je dužan je o svakoj nezgodi ili izvanrednoj situaciji koja je imala ili bi mogla imati utjecaj na okoliš, obavijestiti DALEKOVOD. Ugovaratelj izvršava sve potrebne organizacijske upute i mjere, osobito na području zaštite objekta, sigurnosti poslovnih partnera, radnog osoblja i informacija, ambalaže i transporta, kako bi osigurao sigurnost u lancu nabave u skladu sa zahtjevima odgovarajućih međunarodno priznatih inicijativa na temelju okvira normi WCO SAFE Framework of Standards (npr. AEO, C-TPAT). Ugovaratelj čuva robu u usluge koje isporučuje DALEKOVOD-u ili trećim osobama koje je odredio DALEKOVOD od neovlaštenog pristupa i manipulacija. Ugovaratelj je u obvezi, upoznati se i djelovati u skladu s Politikama sustava upravljanja kvalitetom, okolišem, energijom i zaštitom zdravlja i sigurnosti na radu DALEKOVOD-a.

Sprečavanje mita i korupcije, Kodeks ponašanja za Ugovaratelje

Članak 11.

Ugovaratelj mora najkasnije s podnošenjem ponude obavijestiti DALEKOVOD ako je Ugovaratelj ili član upravnog, upravljačkog ili nadzornog tijela ili ima ovlasti zastupanja, donošenja odluka ili nadzora u zadnjih 5 godina prije podnošenja ponude pred nekim nacionalnim sudom bio pravomoćno osuđen zbog sudjelovanja u zločinačkoj organizaciji, korupcije, prijevare, terorizma ili kaznenih djela povezanih s terorističkim aktivnostima, pranja novca ili financiranje terorizma, dječjeg rada ili drugog oblika trgovanja ljudima odnosno ako je Ugovaratelj ili navedene osobe za vrijeme i trajanja ugovornog odnosa optužen za navedena djela i bez odlaganja ga pisanim putem o tome obavijestiti. Ugovaratelj neće aktivno niti pasivno, izravno niti neizravno sudjelovati u bilo kojem obliku podmićivanja, povredi temeljnih prava svojih suradnika ili povredi odredbi o radu maloljetnika.

Stupanje na snagu

Članak 12.

Ovi Uvjeti su izdani na hrvatskom i engleskom jeziku. U slučaju proturječja, prevladati će tekst Uvjeta na hrvatskom jeziku.

Ovi Uvjeti stupaju na snagu i primjenjuju se od 25.09.2017. godine. Danom stupanja na snagu ovih Uvjeta prestaju važiti Općih uvjeti poslovanja DALEKOVOD-a od 15.10.2005. godine.

delivered or similar products without special compensation, in the sense of the Waste Management Act, which is limited by the quantity of goods being delivered. Should the Contractor reject or be unable to receive the waste, DALEKOVOD may dispose of the waste at the expense of the Contractor. The Contractor warrants that the goods delivered based on the order form are in line with the restriction of the use of certain hazardous substances in electrical and electronic equipment and in accordance with the EC Directive on RoHS on the ban of use of certain hazardous substances in electrical and electronic equipment (Directive 2011/65/EU) at the moment of delivery. If the delivered goods are not in accordance with the RoHS standards, the Contractor shall be obliged to compensate the damages to DALEKOVOD occurring as a result of such delivery, without prejudice to possible warranty claims of DALEKOVOD. If the Contractor delivers legally permitted products which however, due to the laws, are subject to limitations in terms of matters and/or obligations to inform about the matter (e.g. REACH - Registration, Evaluation, Authorisation and Restriction of Chemicals), the Contractor has to declare such matters in the form determined by DALEKOVOD, no later than the moment of first delivery of products. The above said applies only to the law applicable at the Contractor's registered office or DALEKOVOD's registered office or the place designated by DALEKOVOD as a place of delivery. Should the delivery include the goods which are, in accordance with the international provisions, classified as dangerous cargo, the Contractor has to inform DALEKOVOD thereabout no later than in the confirmation of order form/contract, in the form agreed by the Contractor and DALEKOVOD, and also has to submit a safety data sheet. If the Contractor is the importer or introducer of such cargo in the Republic of Croatia, the safety data sheet has to be registered in the register kept by the Croatian Institute for Toxicology and Antidoping. The Contractor shall be liable for the health and safety of its employees while at work, shall observe the laws and by-laws on environmental protection, occupational protection and fire protection, and shall in the best possible way encourage and seek the observance of the Code of conduct from its Employees. The Contractor shall be liable for the omissions in the organization of work and failure to observe the regulations, as well as for the consequences resulting therefrom during the execution of the agreed works. The costs of implementation of the safety protection measures, fire protection and environmental protection measures shall be included in the agreed price of services. The Contractor shall take all the preventive measures to prevent pollution of the environment and all other negative effects on the environment. The waste produced by the Contractor has to be selected, collected separately, stored and sent to final processing by authorised processor, while records have to be kept in accordance with the legal requirements. The Contractor shall be obliged to hand over the accompanying documents on waste disposal to the building manager/responsible person. During the manipulation and use of hazardous chemicals, the prescribed protective equipment has to be used and the instructions from safety data sheet have to be observed. Safety data sheets for the chemicals being used must be available at the place of storage and use. During the construction of the facilities, for the purpose of protection and preservation of the environment, the employees must not pollute the waterways, pour the chemicals into sewage, drain system or ground, throw away and leave garbage at the place of work, destroy plant and animal habitat without justification, cut trees for the purpose of making a fire, perform other activities that harm the appearance of the environment, jeopardize natural balance and damage cultural heritage. For the purpose of monitoring and constant improvement of the environmental protection and occupational safety, the Contractor shall be obliged to report DALEKOVOD about any accident or extraordinary situation that has or may have influence on the environment. The Contractor shall execute all the required organizational instructions and measures, in particular in terms of facility protection, protection of business partners, staff and information, packaging and transport, so as to ensure safety in the supply chain in accordance with the requirements of the adequate internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Contractor shall protect the goods and services provided for DALEKOVOD or third persons determined by DALEKOVOD from unauthorised access and manipulation. The Contractor shall be obliged to be familiar with and act in accordance with the Quality management system policies, Environmental policies, Energy policies and Health and safety protection policies of DALEKOVOD.

Prevention of bribery and corruption, Code of conduct for the Contractors

Article 11

No later than with the submission of the offer, the Contractor has to inform DALEKOVOD in writing and without delay if the Contractor or its member is a member of the management, administrative or supervisory body or has representation right, decision-making rights or supervisory right over the past 5 years prior to the submission of the offer, was finally convicted before any national court for participation in criminal organization, corruption, fraud, terrorism or criminal acts related to terrorist activities, money laundering or financing of terrorism, child



	<p>labour or other form of human trafficking, i.e. if the Contractor or the specified persons have during the term of the contractual relationship been accused of the said activities. The Contractor shall not actively or passively, directly or indirectly participate in any form of bribery, violation of basic rights of its associates or the violation of the provisions pertaining to the work of minors.</p> <p>Entry into force</p> <p style="text-align: center;">Article 12</p> <p>The General terms and Conditions are executed in Croatian and English language. The Croatian version shall prevail in case of conflict.</p> <p>These General Terms and Conditions shall enter into force and apply from September 25th, 2017. With the effective date of this General Terms, the General Terms and Conditions of DALEKOVOD dated October 15th, 2005 cease to be effective.</p>
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