



Date of entrance into force including 10. 12. 2020

## **A1 Slovenija, d. d. General Terms and Conditions of Purchase GTCP**

### **Article 1**

#### **Application**

(1) The current A1 Slovenija, d. d. General Terms and Conditions of Purchase, hereinafter "A1 GTCP" shall form an integral part of all contracts entered into and all purchase orders (hereinafter "Agreement") placed by A1 Slovenija, d. d., hereinafter referred to as "**Purchaser**", whether or not the other Party or the delivering party, hereinafter referred to as "**Supplier**" refers to its General Terms or any other general terms of contract or business, which are held to be without legal effect, even though the Purchaser has not expressly disclaimed such terms. A1 GTCP shall apply in the event of purchase of all types of goods and services including the purchase of information technology.

If the Purchaser, in its inquiry or in any other form of correspondence (either electronic mail or ordinary mail or telefax or any other manner which provides a reliable receipt of a sent notification by the Supplier), notifies the Supplier that the A1 GTCP shall be a constituent part of the Agreement, it shall be regarded that the Supplier is familiar with A1 GTCP. A1's GTCP are available on the Purchaser's website A1.si, while upon any written request by the Supplier, Purchaser shall also send it a printed copy of the A1 GTCP.

Subject to Purchaser's prior written consent, the Supplier is entitled to hire subcontractors, provided that they can provide evidence that they possess the necessary expertise and qualifications. The assignment of a part of the contract or transfer of the entire contract is

forbidden. This prohibition will have no effect on the Supplier's liability to the Purchaser, especially as regards the selection of subcontractors.

Should the execution of the Agreement require the acquisition of import, export or other licences, permits or third party approvals, the Supplier shall be obliged to obtain them. The Purchaser shall act as if the products supplied or the services provided by the Supplier under the Agreement are in line with all local regulations and EU laws and regulations, if applicable, as well as any other generally accepted standards.

### **Article 2**

#### **Contract performance**

##### **2.1. Method of Delivery**

(1) Delivery will be accompanied by a delivery note containing the name of the Purchaser, PO number, number of items and materials, exact description of the materials as contained in the Agreement and the exact quantities delivered. Each delivery note will only contain the items included in the same Agreement.

(2) The place of performance of obligation shall be the place of Agreement performance. Unless otherwise agreed, the place of performance of obligation shall be the place of destination indicated by the Purchaser in the Agreement and delivery shall be made at the Supplier's risk and expense. If the place of destination is not specified in the Agreement, the Supplier shall ask the Purchaser to specify the place and the Purchaser shall be obliged to



indicate any place within the borders of the Republic of Slovenia. All deliveries shall be notified to the logistics department by email or fax, at least 24 hours before the delivery. The Purchaser will be reimbursed for any costs incurred due to repackaging of supplied goods that do not meet the requirements of the logistics department or due to the fact that no EAN code is provided.

(3) The Supplier shall (if it is a foreign supplier) make a delivery on DAP delivery terms (Incoterms 2020). For the purpose of these General Terms and Conditions (GTCP), DAP, DDP and other terms used to define the obligations of the Purchaser and the Supplier shall have the meaning in accordance with the current edition of INCOTERMS 2020 issued by the International Chamber of Commerce in Paris.

## 2.2. Environment and Waste

(1) The Supplier shall be obliged to dispose of any waste produced as a result of its business during the performance of the Agreement at its own risk and expense. The Supplier, manufacturer or seller shall take part in the collection or recycling in accordance with the current Environmental Protection Law and other applicable regulations in the field of environmental protection and improvement.

## 2.3. Occupational health and safety

(1) Purchaser implements the occupational safety and health management system in accordance with the ISO 45001 standard and expects from its Suppliers a responsible approach towards respecting good practice in terms of occupational safety and health. The Supplier is obliged to comply with all relevant regulations in the field of safety and health at work. The Supplier is obliged that without delay report any dangerous situation or injury, to the Purchaser, related to the work that occurs in the process of realization of the work for which the Supplier is engaged, regardless

of whether they are persons who are directly employed by the Supplier or are otherwise directly or indirectly engaged in the realization entrusted affairs. The Supplier hired for the Execution of Works is obliged to take all necessary preventive measures to protect persons from injuries and appropriate property from damage during the implementation of the entrusted works. The Supplier shall be responsible for ensuring that, in the case of subcontracting the whole work or part of the work assigned to him, ensures that all persons engaged through subcontractors, who participate in the implementation of the entrusted tasks, are appropriately trained for safe work, that an appropriate risk assessment is carried out related to safety and health at work, and for consistently complying with the relevant legal obligations and measures that correspond to the assessed risks. The Supplier bears full liability for himself, his workers and any possible subcontractors.

(2) In case of work performance at joint sites, the Supplier shall at the request of the Purchaser enter into a Written Agreement on Occupational Safety. If work is performed by subcontractors, the Supplier shall ensure that all subcontractors enter into a Written Agreement on Occupational Safety as well or shall enter into separate agreements with such subcontractors, whereby the Supplier is obliged to submit those agreements for review to the Purchaser at its request.

## 2.4. Country of Origin

(1) If requested by the Purchaser, the Supplier shall be obliged to provide proof of the origin of the product delivered under the Agreement and obtain any documents required for this purpose. In the event that the Supplier is unable to provide such proof, it shall be deemed that it originates from the European Union and the Supplier shall bear all customs and customs clearance costs and any customs costs exceeding customs duties in an EU member state.



## 2.5. Delay

(1) In the event of delay in the delivery or performance of work, or fulfillment of the contractual obligation by the Supplier, for reasons beyond the responsibility of the Purchaser, the Purchaser will be entitled, at its own discretion, to demand performance of the Agreement and payment of the penalty or terminate the Agreement, without setting an additional deadline for fulfillment. The penalty shall be 1.5 percent of the Agreement value, for each commenced calendar day of delay, but it cannot exceed 15 percent of the Agreement value. This penalty shall apply unless otherwise specified in the Agreement. This provision is without prejudice to the Purchaser's right to claim damages.

## 2.6. Faults and errors

(1) The Supplier undertakes to eliminate any faults or errors, which occurred during the fulfilment of its obligations pertaining to an Agreement, and which were revealed by the Purchaser upon take-over of that obligation. Any such elimination of faults or errors shall be carried out within the deadline prescribed by the Purchaser, while any possible consequential damages incurred by the Purchaser shall be compensated for.

(1) If the Supplier fails to eliminate faults, which pertain to the fulfilment of its obligations arising from an Agreement, within the deadline prescribed by the Purchaser, then the Purchaser may, at its own discretion, undertake one of the following courses of action:

- make alternative arrangements for the elimination of the fault at the expense of the Supplier (e.g. from the reserved amount); or
- proportionally decrease the payment to the Supplier, as per the Agreement; or
- withdraw from the Agreement; or
- exercise other rights in line with these A1 GTCP.

(2) In any event, the Supplier shall compensate the Purchaser for any damages it may incur as a consequence of a fault.

(3) In the event of a revealed fault, the Supplier shall be obliged to pay the Purchaser a lump-sum in an amount equal to 5% of the value of the fulfilment of a particular contractual obligation in relation with which the fault has been revealed.

(4) The Purchaser enjoys the right to object to latent faults, which remain hidden even after the warranty period has expired; namely, the Purchaser shall be obliged to make any such latent fault known to the Supplier within 6 months of said fault being revealed. If a particular fault was only revealed after the packaging has been removed, then such shall in any event be regarded as a latent fault.

(5) If, in relation to a particular fulfilment of a contractual obligation by the Supplier in the context of an Agreement, statutory provisions grant the consumer (such as the end-users of Purchaser's services) a greater degree of protection than it does to the Purchaser in relation to the Supplier, then it shall be deemed that the Purchaser shall enjoy similar rights and protection, mutatis mutandis, as the consumer does in relation to the Supplier.

(6) In the fulfilment of obligations pertaining to an Agreement, the burden of proof in substantiating that a particular fault is insignificant and/or irrelevant, or non-existent, shall lie with the Supplier.

(8) The Supplier expressly renounces any plea for a belated reprimand of faults in the context of Articles 461 and 462 of the Obligations Code of the Republic of Slovenia, taking into consideration any subsequent amendments and additions.



## 2.7. Acceptance test

(1) After delivery of the product or service regulated by the Agreement, the Supplier performs an acceptance test, in the presence of the Purchaser's representative, unless otherwise agreed, and the cost of the acceptance test is included in the price. The acceptance test is used to determine whether the performance is in compliance with the Agreement. Any defect detected should be included in the Acceptance Protocol and should be remedied by the Supplier without delay. After rectification of such defects, the acceptance test should be repeated. The Acceptance Protocol, which should be prepared for each test completed, should be signed by the Supplier and the Purchaser upon successful completion of the acceptance test.

## 2.8. Functionality and operability test

(1) Functionality test is used to determine whether the product or service governed by the Agreement complies with the stated functions (e.g. in the specification list) as well as any other functions undertaken by the Supplier.

(2) The operability test is used to determine whether the performance criteria or the criteria undertaken by the Supplier have been met. Unless otherwise agreed, the reliability and usability of a Agreement-regulated product or service is evaluated for a period of 30 consecutive days. Usability during this period will be defined as a percentage, taking into account the time of operation and usability provided by the Purchaser (generally, 24 hours a day).

(3) In the event of a discrepancy of at least 5 percent (or less if agreed) compared to the agreed result, such deficiency shall be considered as existing. In such case, the performance test will be repeated after the defect has been remedied.

## 2.9. Permits

(1) Should the Agreement require obtaining of import, export and other licences, permits or third party approvals, the Supplier shall be obliged to obtain them.

(2) The Purchaser shall act as if the products delivered and the services provided by the Supplier were in accordance with the law, regulations and other generally accepted standards.

## Article 3

### **Payment method and terms**

(1) All prices shall be quoted in euros (EUR). The total price shall include the service, installation, implementation, training, travel and maintenance costs during the warranty period, unless otherwise specified by the Purchaser in writing. The specified amount shall remain the same until the time of payment.

(2) The prices of the products to be delivered under the Agreement will be expressed in a fixed amount. Value added tax will be shown separately on each invoice.

(3) In the event that in the period between the conclusion and the performance of the Agreement there is a price reduction in the Supplier's general price list or a price reduction in the price list of its Supplier, the Supplier shall be obliged to apply such prices to the Agreement.

(4) The deadline for payment of liabilities under the Agreement is 60 days from the date of receipt and filing of the invoice at the Purchaser, unless an objection has been made, but the payment liability will not fall due before the Supplier has fulfilled performance of the Agreement (delivery, successful acceptance test, etc.). The date of payment



shall be deemed to be the date on which the payment is made.

(5) The invoice shall be deemed to be properly drawn up only if it contains the following elements: PO number, item number, type and serial number as it appears on the products, responsible department and responsible employee of the Purchaser, as well as the PO date, in accordance with the Value Added Tax Law. All invoices will clearly state any cash discounts (cashback) and other discounts. Each invoice shall state custom's tariff numbers and the individual weight of the product delivered under the Agreement. The invoice must be accompanied by a delivery note. In the event that the invoices are not prepared properly and particularly if the invoices are addressed incorrectly or contain errors or any other faults in contents or calculation, the amounts indicated on the invoice will not become due until such faults have been remedied to the satisfaction of both parties and the Purchaser will be entitled to return such invoices.

(6) Invoices may also be submitted electronically to e-invoice@a1.si if they meet all the requirements in order to be considered an electronic document in accordance with the applicable law and other regulations regulating this area.

(7) Payments under the Agreement made by the Purchaser shall not constitute a confirmation that the Supplier has fulfilled its obligations under the Agreement and in particular shall not constitute a waiver by the Purchaser of the rights arising from technical warranties, guarantees or indemnities.

#### Article 4

#### **Warranty**

(1) The warranty period shall be at least 24 months, starting from the date of delivery or

the date of successful acceptance test – if required - whichever comes later. In case of replacement of the item or its repair, the warranty period will start again from the moment of replacement or return of the repaired item.

(2) The Supplier shall at his own expense transport the item to the place where it is to be repaired or replaced and return the repaired or replaced item back to the Purchaser. The Supplier's obligations under the warranty will also include the cost of repairing the defect on site. In the event that the Supplier fails to promptly repair the defect, the Purchaser shall be entitled, at its own discretion and without specifying an additional period of time, to repair the product itself or have a third party repair the product, or terminate the Agreement, while retaining the right to request a reduction in price.

(3) The Supplier's warranty obligations also include the cost of repairing the defects on site.

(4) Any repair must be carried out immediately, without delay. In the event that the Supplier fails to immediately make a repair, the Purchaser shall be entitled, at its own discretion and at the Supplier's expense, without specifying an additional period of time, without prejudice to its right to request the reduction in price, repair the product itself, hire a third party to make the repair or terminate the Agreement.

(5) The Purchaser shall be entitled to lodge a complaint for any hidden defects even after the expiration of the warranty period, within 6 (six) months from the detection of such defect by the Purchaser. In the case of products that normally remain in their original packaging until used or re-sold, any defects discovered after removal of the product from the packaging are considered hidden.



(6) The Supplier undertakes to reimburse the Purchaser for any expenses incurred in fulfilling the warranty obligations to its own customers. The Purchaser shall notify the Supplier in writing of any claims of this type within 3 (three) months from its fulfillment of the warranty obligations.

(7) The Supplier shall bear the burden of proof of absence of or presence of only minor defects. It shall also bear any expenses incurred in such a case.

(8) A non-minor defect is considered to exist particularly if:

- a) the product fails to perform the functions listed in the specification or undertaken by the Supplier or fails to perform any of these functions;
- b) reliability or usability requirements specified in the Agreement have not been fulfilled; or
- c) usability or functionality of the already installed components is reduced.

(9) In cases when the Supplier is not at the same time the manufacturer, it shall notify the Purchaser of the extent to which the manufacturer bears warranty obligations towards the Purchaser.

#### Article 5

##### **Liability**

(1) Unless otherwise agreed, statutory liability regulations shall apply.

(2) Without entitlement to legal remedies, the Purchaser shall not be held liable by the Supplier in respect of any claims, disputes, losses, pecuniary liabilities, claims for damages, costs and expenses - including attorneys' fees, incurred as a result of (i) breach of obligations or guarantees given by the Supplier, (ii) third party intellectual property rights claims (especially patent, trademark or copyright) relating to the

product / license that have been supplied; (iii) non-compliance with laws and regulations; or, (iv) claims for personal injury or damage to property resulting from or in connection with the distribution and/or use of the product/license supplied. The Purchaser shall promptly notify the Supplier in writing of the existence of such claims.

(3) In the event of any claims made against the Purchaser pursuant to the Obligations Code of the Republic of Slovenia or similar provisions of the country of delivery or of the country where the TAG Company has a registered office or in accordance with any other laws or regulations due to the alleged defect of the product or service under the Agreement, the Supplier shall indemnify the Purchaser in the event of any proceedings, litigation, complaint, claim, expenditure, fees and charges (including legal costs and expenses) incurred on this basis.

#### Article 6

##### **Maintenance**

(1) Any maintenance service performed after the expiration of the warranty period shall be considered a special service for which special maintenance costs will be charged, where the annual maintenance costs do not exceed 4 percent of the purchase price for hardware and 8 percent of the purchase price for software. Invoicing shall be performed on the last calendar day of the month for which the maintenance service is invoiced.

(2) The Supplier is obliged to provide maintenance services, including spare parts, for all products it is required to maintain for a minimum of 5 (five) years, starting from the effective date of the Agreement. For used products this period will be 3 (three) years.

#### Article 7

##### **Compliance with Laws and Regulations, Intellectual Property Right**





(1) With regard to its activity, the Supplier shall comply with the laws, decisions and all applicable regulations. In addition, the Supplier will ensure that the supplied product/license do not infringe any intellectual property rights (including but not limited to patent law, trademark law, or copyright law). Accordingly, the provisions of Article 5 of these General Terms and Conditions shall apply.

(2) With regard to content, place and time - i.e. also following the expiration of any Agreement or regardless as to the validity of said Agreement - the Purchaser shall remain the unlimited and absolute holder of all material copyrights and related rights as well as other rights which may be the subject of legal transaction in compliance with statute, and that necessarily derives from the fulfilment of the Supplier's obligations (including those fulfilled through the Supplier's employees, subcontractors and similar such third parties) under an Agreement. By way of this, the Purchaser may, within the territory of the Republic of Slovenia and/or outside said territory for an unlimited period, inter alia, exclusively (namely, upon exclusion of the original rights holder - i.e. the Supplier and/or its employees and/or its subcontractors and/or third parties through which or with whom the Supplier fulfilled its obligations under an Agreement) undertake the following:

- use the copyright works (reproduce, publicly perform, transmit or communicates with phonograms and video grams, publicly present, broadcast or rebroadcast, secondary broadcast and make them available to the public and suchlike);
- use the copyright works in a modified form (process and adapt, as well as transform audiovisually); and
- use copies of the copyright works (distribute, lend, lease, rent, and suchlike).

(3) With regard to content, place and time - i.e. also following the expiration of any Agreement or regardless as to the validity of said Agreement - the Purchaser shall remain the unlimited and absolute holder of all

material copyrights and related rights as well as other rights which may be the subject of legal transaction in compliance with statute and which may pertain to patent, industrial design or trademark that necessarily derives from the fulfilment of the Supplier's obligations (including those fulfilled through the Supplier's employees, subcontractors and similar such third parties) under an Agreement. By way of this (upon exclusion of the author, inventor, designer or patent holder - i.e. the Supplier and/or its employees and/or its subcontractors and/or third parties through which or with whom the Supplier fulfilled its obligations under an Agreement), Purchaser is the holder (owner) of the following rights within the territory of the Republic of Slovenia and/or outside said territory, for an unlimited period of time:

- any rights arising from a patent which, inter alia, also encompass:
  - o in the event that the subject matter of the patent is a product: preventing third parties who do not have Purchaser's consent, from manufacturing, using, offering for sale, selling or importing the product in question for that same purpose as the Purchaser;
  - o in the event that the subject matter of the patent is a process: preventing third parties who do not have Purchaser's consent, from using, offering for sale, selling or importing a product, which is produced or manufactured as a result of that procedure, for that same purpose as the Purchaser.
- any rights arising from an industrial design which, inter alia, also include:
  - o rights to use: to manufacture, store, stock, offer, market, import, export or use a product to which the design refers;
  - o the right of prevention of use by third parties who do not have Purchaser's consent for such use;
- any rights arising from a trademark which, inter alia, include:
  - o right to its use;
  - o right to prevention of its use by third parties who do not have Purchaser's consent for the use of that trademark.

(4) With regard to content, place and time - i.e. also following the expiration of any



Agreement and regardless as to the validity of said Agreement – the Purchaser shall remain the unlimited and absolute holder of all other rights that might be a subject of legal transactions in compliance with statutory provisions, arising from a patent, industrial design or a trademark, which necessarily derive from the fulfilment of the Supplier's obligations (including those fulfilled through the Supplier's employees, subcontractors and similar such third parties) under an Agreement. By way of this (upon exclusion of the Supplier and/or its employees and/or its subcontractors and/or third parties through which or with whom the Supplier fulfilled its obligations under an Agreement), the Purchaser can use those results and/or fulfilments of obligations with no limitations, process them and use them in a modified form within the territory of the Republic of Slovenia and/or outside said territory for an unlimited period of time.

(5) The Purchaser shall enjoy unlimited power of disposal with all the rights that it acquires through a particular Agreement. Such freedom of disposal shall also extend to those rights obtained under the A1 GTCP, as well as rights pertaining to copyright works, patents, designs and trademarks which derive from and pertain to the fulfilment of the Supplier's obligations (including those fulfilled through the Supplier's employees, subcontractors and similar such third parties) under an Agreement. Such rights may be transferred to third parties freely or in return for payment, and may be unencumbered or encumbered by a lien or by another such right.

(6) The Supplier expressly guarantees and vouches to the Purchaser that in fulfilling its obligations under an Agreement, and through the execution of that Agreement, it has not and shall not violate any copyrights and/or property rights, and/or other rights, of any third party. Furthermore, the Supplier undertakes that:

- no person shall exercise any financial or other claim vis-à-vis Purchaser in relation to any proprietary or other rights which the Purchaser has obtained pursuant to an

Agreement, including those in relation to copyrights, patents, designs or trademarks which are the result of, or fulfilment of, the Supplier's obligations (including those obligations fulfilled by the Supplier's employees, subcontractors and other such third parties) pursuant to said Agreement, and that the scope of rights that the Purchaser has obtained in the context of the Agreement shall not be restricted in any way;

- it has, or will provide, written contractual agreements governing all relationships with its employees, subcontractors and other third parties through which, or with the aid of whom, it has or will fulfil its obligations, and that accordingly any other matters, necessary to ensure the Purchaser all the rights under an Agreement.

(7) In the event of any violation of the rights which the Purchaser has obtained under an Agreement and/or any breach of the Supplier's guarantees under an Agreement, the Supplier undertakes to reinstate, at its own expense, the situation as guaranteed to the Purchaser under an Agreement and fully reimburse the Purchaser for any damages or costs it may have incurred.

(8) For the avoidance of any doubt, the Purchaser and the Supplier agree that the Purchaser has no additional and/or extra payment obligations towards the Supplier relating to rights obtained which arise from and pertain to an Agreement. Namely, that the payment for each and every right that the Purchaser obtains in the context of and relation to an Agreement is entirely and wholly included in the payments as expressly laid down by that Agreement.

(9) In no circumstances, save for those instances where such has been mutually agreed by Purchaser and the Supplier in writing, shall the Supplier obtain any rights to Purchaser's intellectual property or to the intellectual property rights which the Purchaser has the right to use or administer.

(10) The Supplier is not permitted to utilize any Purchaser's trademark, or a trademark





for which the Purchaser enjoys the right for use, not even as a reference, without the prior explicit written consent to such by the Purchaser.

#### Article 8

##### **Duty of notification**

(1) In the event that the Supplier becomes aware of any facts that could call the fulfillment of the Agreement into question, it shall be obliged to notify the Purchaser in writing without delay.

(2) In the event of the termination of the production of any spare part or maintenance of any system component, inability to upgrade the software and/or release the new software version, the Supplier shall timely notify the Purchaser, at least 6 (six) months before that event, and thereafter offer available upgrades.

(3) In the event that the Supplier fails to fulfill its duty to notify, although relevant information is known by it, or generally known by competent persons, it shall be liable for any damage resulting therefrom.

#### Article 9

##### **Special Terms and Conditions for Performance of IT Contracts**

###### 9.1. General Terms and Conditions

(1) The Supplier shall be obliged to offer a complete system and subsystem functioning in accordance with the Purchaser's request. The offer must include all components and other services required for uninterrupted system operation. The Supplier shall be responsible for the completeness of the offer with regard to all services, including the products of other suppliers (e.g. mixed hardware), within the interface to be defined by the Supplier, as well as for compatibility with all directly or indirectly connected systems of the Purchaser. The Supplier is obliged to ensure compliance

with the agreed characteristics and specifications and is responsible for completeness and verification of the characteristics and specifications prepared by the Purchaser and the Supplier.

###### 9.2. Hardware

(1) Any hardware component procured by the Supplier and delivered to the Purchaser shall comply with all specifications and requirements of the Purchaser. Unless otherwise agreed between the Supplier and the Purchaser, the Supplier is required to supply new standard components commonly used in the IT industry that can be replaced or expanded without any problems. Hardware procured by the Supplier shall comply with local laws and regulations and European Union laws, if applicable or relevant, IT and telecommunications industry standards and specifications and standards relating to electricity supply, cable installation and electromagnetic compatibility, and occupational health and safety.

(2) In cases where the delivered goods do not contain any safety marks in accordance with local regulations or EU requirements, the Supplier shall be obliged, at his own expense, to hire an authorized testing body to verify whether such goods meet the relevant requirements in the country of supply or country of origin. In this case, the Supplier is obliged to provide the Purchaser with a test report. Test reports shall be submitted in Slovenian and/or English, in which case they must have a certified translation into Slovenian.

(3) When supplying hardware components, the Supplier warrants that the components are new and original, in an appropriate technical and operating condition, without any manufacturing defects or imperfections and together with the documentation provided,



they fully meet the technical and technological standards.

#### 9.3. Software

(1) When supplying software components, the Supplier warrants that they are not subject to any restrictions on use such as copy protection, expiration date or any other program access restrictions, are free from any viruses and third party claims.

(2) The Supplier shall provide software upgrades and bug fix software within the warranty period.

#### 9.4. Trial Period

(1) The Purchaser shall have the right to request that the testing be carried out free of charge and without assuming any legal obligations in this manner. For the purpose of testing, the Supplier shall provide systems and equipment matching those offered.

#### 9.5. Installation Terms and Conditions

(1) The Supplier is obliged to notify the Purchaser in writing and prior to the submission of the order, of certain installation requirements (in particular location, electricity supply, air conditioning and cable installation) as well as any other necessary cooperation on the part of the Purchaser. The Supplier is responsible for the accuracy and completeness of such instructions and is obliged to provide the necessary assistance and notify the Purchaser regarding the preparation of a specific site. In particular, it shall provide network schematics in the case of complex systems.

(2) The Supplier shall be required to review whether the site is suitable for the installation of the system and, if there are any objections, it shall immediately notify them to the Purchaser, together with proposals for their remedy, in writing. After the remedy thereof,

the inspection will be repeated. If the Supplier fails to inspect the premises, their suitability is considered accepted and the Supplier shall be responsible for any costs or damage caused.

#### 9.6. Documentation

(1) Fulfillment of contractual obligations also involves obtaining the documentation necessary or appropriate for the use of the product being procured. The Supplier is required to update this documentation throughout the project or for as long as the Supplier is responsible for maintaining the product.

(2) User manual for installation and administration and a short description shall be provided in Slovenian and/or English and shall describe all necessary procedures so that they can be easily understood by trained personnel. Furthermore, the documentation should refer to typical and predictable problems and their solutions.

(3) The Purchaser is entitled to make and use any copy of the documentation provided for the purpose of the Agreement or training.

(4) In case the subject of the procurement is software development, the Supplier is obliged to provide the Purchaser with documented source code and detailed API (Application Programming Interface) documentation with usage examples and any information necessary for independent use of source code.

#### 9.7. Scope of use of the software

##### Standard software:

(1) The Purchaser shall be entitled to use the product whose purchasing is regulated by the Agreement, on all existing and future systems and equipment, for any purpose, depending on the number of licenses provided, and in particular to transport it to another location,



transfer or lease it within the TAG, customize it with the help of configuration tools, make a backup and archive copy or combine it with third-party system components. In any case of transfer within the TAG, the Purchaser shall also transfer any license-related duties. Moreover, the software can also be used on hot standby equipment.

(2) The documented source code, as amended and updated from time to time, should be sealed by the Supplier and disposed of in a neutral place accessible to the Purchaser at any time. The Purchaser is entitled to unseal the source code and use it in order to exercise its contractual rights if:

a) bankruptcy/liquidation proceedings are initiated against the Supplier, or

b) the Supplier has liquidated its business and has not immediately appointed a legal successor or a third party to assume its obligations to maintain the software as regulated by the Agreement; or

c) The Supplier does not fulfill its warranty/maintenance obligations as set out in A1 GTCP after setting and expiry of the appropriate additional time period, or

d) the Supplier breaches any of its obligations set forth by A1 GTCP or an Agreement.

(3) In the event of the legal dissolution of the Supplier, all its transferrable rights relating to the Software shall automatically be transferred to the Purchaser. This issue shall be regulated by the Supplier in a timely manner.

#### Individual software:

(1) Individual software includes, but is not limited to, the following types of software:

a) Software with modified program code at the request of the Purchaser;

b) Software for which the total cost of the configuration and adaptation is higher than the total price of software license and software module; and

c) Software for which a particular Agreement and/or Agreement provisions expressly state that the products governed by the Agreement or parts thereof are individual software.

(2) The Supplier may only distribute or commercially use individual software after obtaining the Purchaser's written approval.

#### 9.8. General considerations

(1) The right of use in any case includes the use of software (and if important, the use of hardware) on the systems or equipment of the Purchaser, any universal or singular successor of the Purchaser and systems or equipment of companies directly or indirectly controlled by the Purchaser or directly or indirectly controlling the Purchaser. The Purchaser is the owner of the software source code.

#### Article 10

##### **Miscellaneous**

#### 10.1. Confidentiality and Data Protection

(1) The Supplier shall keep any information and data that it becomes aware of in connection with the performance of the Agreement confidential, unless released from the obligation by the Purchaser in writing. The Supplier agrees, on the other hand, that the information it provides during the performance of the Agreement can be processed by the Purchaser and transferred to any TAG company. TAG company in regard to the Purchaser means: any company (i) directly or indirectly owning or controlling the Purchaser or Telekom Austria Group (ii) directly or



indirectly owned or controlled by the same legal entity directly or indirectly owning or controlling the Purchaser or Telekom Austria Group or (iii) directly or indirectly owned or controlled by the Purchaser or Telekom Austria Group; Ownership or control (together with the correlative meanings of "controlled by" or "controlling") means (i) the ownership, directly or indirectly, of more than 50 percent of the voting rights, or (ii) the right to appoint or remove a majority of the members of the management board (or equivalent body) or (iii) the ability to exercise dominant influence over, or to direct the affairs of, an entity through an agreement, or otherwise cause the direction of the management and policies of an entity;

#### 10.2. Code of Conduct for Suppliers

(1) The Supplier confirms that he is acquainted and agrees with the Code of conduct for Suppliers which is published on the [web page](#) and that all its possible changes also apply to these A1's GTCP.

#### 10.3. Duty of Care of Purchaser's Supplier

(1) Upon receipt of the request for offer, the Supplier shall be obliged to immediately notify the Purchaser in the event that it notices any technical or material deficiencies of such request. In the event that the Purchaser is unable to specify or amend the request for offer based on the comments provided by the Supplier, the Supplier shall specify the elements deemed to supplement the Purchaser's request in a separate section in its offer entitled "Discrepancies", for the purpose of technical and material completeness of the request.

(2) In the event that the Supplier fails to act in the manner specified in the preceding paragraph, it shall bear any additional costs resulting therefrom.

(3) The Purchaser shall endeavour, to the best of its ability or knowledge, to provide necessary information for the process of offer preparation and negotiation.

#### 10.4. Form, Contract Language and Deadlines

(1) The Agreement and any amendments and/or supplements thereto shall be valid only if made in writing and signed by both parties.

(2) The language of the Agreement shall be Slovenian and/or English. In the event that the parties have not chosen the official version, the version of the Agreement in the Slovenian language shall prevail.

(3) In the event of a dispute, the Supplier shall be obliged to continue fulfilling its contractual obligations.

#### 10.5. Jurisdiction and Applicable Law

(1) The law of the Republic of Slovenia shall apply to any disputes arising from the contractual relationship between the Purchaser and the Supplier. Unless otherwise provided in a separate Agreement between the Purchaser and the Supplier, any disputes arising out of or in connection with the contractual relationship governed by the A1 GTCP, including those relating to its existence, validity, contestation, violation, termination or nullity, will be finally settled by the competent court in Ljubljana.

(2) In the event of a dispute with the Supplier, and notwithstanding the previous provision, the Purchaser may initiate legal and/or other proceedings before another competent court and/or other competent authority and/or institution which has subject matter and territorial competence for making decisions in accordance with the regulations in force in the country where the Supplier has its registered office.



(3) The application of the United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL - UN Commission on International Trade Law) is excluded.

#### 10.6. Transfer of Rights and Obligations

(1) The right of use shall in each case include the Purchaser, any legal successor of the Purchaser and any TAG company.

(2) Unless otherwise agreed, the parties shall not have the right, without the consent of the other party, to assign the rights and obligations arising from the Agreement, including the right to claim damages, to third parties.

(3) The Supplier shall be deemed to have consented to the assignment of the rights and

obligations to any legal successor of the Purchaser or any TAG company.

#### 10.7. Severability

(1) In the event that any provision contained in these A1 GTCP is found to be invalid, void, illegal or inapplicable, this shall not affect the validity of any other provision. An invalid provision will be replaced by a valid provision that comes as close as possible to the intended purpose.

#### 10.8. Application

(1) These A1 GTCP shall be considered binding on the Supplier on the date of conclusion of the Agreement and shall be valid without the signature of the Supplier, unless otherwise specified by an Agreement or other document concluded between the Purchaser and the Supplier.