

**SPLOŠNI POGOJI POSLOVANJA PODJETJA
KRAGELJ ARHITEKTI D.O.O.**

1. VELJAVNOST SPLOŠNIH POGOJEV

1.1. Splošni pogoji poslovanja podjetja (v nadaljevanju: splošni pogoji) KRAGELJ ARHITEKTI d.o.o., Cesta v Mestni log 73, 1000 Ljubljana, matična: 5505178000 (v nadaljevanju: izvajalec), veljajo za vse ponudbe, pogodbe oziroma druge pravne posle v zvezi z naročilom izvedbe storitev podjetja. Ponudba oz. pogodba mora vsebovati navedbo, da so splošni pogoji del ponudbe oz. pogodbe.

1.2. Splošni pogoji se uporabljajo za vse prihodnje ponudbe, pogodbe oziroma druge pravne posle, ki bodo sklenjene med izvajalcem in naročnikom. Splošni pogoji veljajo tudi v primeru, kadar se ponudba ali pogodba izrecno ne sklicuje nanje.

1.3. V kolikor pride do spremembe splošnih pogojev bo izvajalec pisno obvestil naročnika, bodisi preko navadne ali elektronske pošte. Naročnik lahko v 5 delovnih dneh ugovarja spremembam, tako da pisno po navadni ali elektronski pošti obvesti naročnika. V primeru, da ugovora ne sporoči, se šteje, da naročnik sprejema spremembe splošnih pogojev in postanejo zavezujoči.

2. NAROČILO IN PONUDBA

2.1. Naročilo se šteje za dano le, če je opredeljeno tako, da je s stališča standardne arhitekturne prakse jasna vsebina obveznosti izvajalca.

2.2. Naročilo, ponudba, pogodba, pa tudi odpoved naročila ali kakršna koli sprememba le-teh mora biti v pisni obliki po navadni ali elektronski pošti.

**GENERAL TERMS AND CONDITIONS OF
KRAGELJ ARHITEKTI D.O.O.**

**1. VALIDITY OF THE GENERAL TERMS AND
CONDITIONS**

1.1. The General Terms and Conditions (hereinafter: the General Terms) of KRAGELJ ARHITEKTI d.o.o., Cesta v Mestni log 73, 1000 Ljubljana, Slovenia, company registration no.: 5505178000 (hereinafter: the Contractor) shall apply to all offers, contracts, and other legal transactions related to the order of the company's services. Offers or contracts must state that the General Terms are an integral part thereof.

1.2 The General Terms shall apply to all future offers, contracts, and other legal transactions concluded between the Contractor and the Client. The General Terms shall apply even if they are not expressly referred to in the offer or contract.

1.3 If there is a change in the General Terms, the Contractor shall inform the Client of this in writing, either by post or email. The Client may object to the changes within five working days by notifying the Contractor in writing by post or email. If the Client fails to communicate its objections to the Contractor, the Client shall be deemed to have accepted the changes, which thus become binding.

2. ORDER AND OFFER

2.1 An order shall be deemed to have been placed only if it is defined in such a way that the Contractor's obligations are clear from the viewpoint of standard architectural practice.

2.2 The order, offer, and contract, as well as order cancellation or any changes thereto, shall be made in writing by post or email.

2.3. Ponudbe izvajalca niso zavezujoče in se lahko spremenijo do sklenitve pogodbe, razen če je ponudba izrecno opredeljena kot zavezujoča. Ponudba je veljavna 30 dni od prejema ponudbe, razen če je v ponudbi opredeljena drugačna veljavnost ponudbe. S potrditvijo ponudbe se naročnik strinja in sprejema te splošne pogoje.

2.4. V kolikor naročnik v roku iz 2.3. pisno ne potrdi ponudbe oz. podpiše pogodbe, se šteje da naročilo ni oddano.

2.5. Izvajalec v 7 dneh od prejema potrditve ponudbe pisno potrdi sprejem naročila in izda prvi račun, razen če je v ponudbi oz. pogodbi izjemoma dogovorjeno, da se storitev 100% plača po opravljeni storitvi.

2.6. Če po potrditvi sprejema naročila naročnik javi spremembe, dodatna dela ali pogoje, se šteje, da gre za spremenjeno ponudbo. V kolikor gre za večje spremembe, ki vplivajo na ceno ali terminski plan, izvajalec pripravi novo ponudbo z razvidnimi spremembami. Novo (dopolnjeno) ponudbo mora naročnik potrditi v 8 dneh od prejema, razen če je v ponudbi opredeljeno drugače.

3. OBSEG DEL OZ. STORITEV

3.1. Obseg del oz. storitev je določen v ponudbi oz. pogodbi. Del storitev lahko izvajalec odda v izvedbo zunanjim izvajalcem oz. pogodbenim partnerjem izvajalca.

3.2. V obsegu del oz. storitev po ponudbi oz. pogodbi so lahko zajete tudi storitve zunanjih izvajalcev oz. pogodbenih partnerjev izvajalca. Zunanji izvajalci so odgovorni za roke, pravilnost in kakovost opravljenih storitev. Izvajalec in naročnik sta izrecno sporazumna, da izvajalec ne odgovarja za napake ali zamude na strani zunanjih izvajalcev.

2.3 The Contractor's offers shall not be binding and may be modified until the contract is concluded unless the offer is expressly defined as binding. An offer shall be valid for thirty days from the day of its receipt, unless a different validity is defined in the offer. By confirming the offer, the Client agrees with and accepts these General Terms.

2.4 If the Client fails to confirm the offer in writing or sign the contract within the deadline specified under Point 2.3 hereof, the order shall be deemed to not have been placed.

2.5 The Contractor shall confirm acceptance of the order in writing within seven days from receiving a confirmation of the offer and shall issue its first invoice, unless it is exceptionally agreed in the offer or contract that the service shall be paid 100% after it has been provided.

2.6 If, after the acceptance of the order has been confirmed, the Client notifies the Contractor of changes or additional work or conditions, the offer shall be deemed to have been changed. In the event of major changes that affect the price or schedule, the Contractor shall prepare a new offer with changes clearly showing. The Client shall confirm the new (amended) offer within eight days of its receipt, unless otherwise specified in the offer.

3. SCOPE OF WORK OR SERVICES

3.1. The scope of work or services shall be specified in the offer or contract. The Contractor may outsource or subcontract part of the services.

3.2 The scope of work or services specified in the offer or contract may also cover services provided by external contractors or subcontractors. External contractors shall be responsible for meeting the deadlines and ensuring proper and high-quality provision of services. The Contractor and Client expressly agree that the Contractor shall not be liable for

3.3. Izvedba povečanega obsega del na željo naročnika oz. nepredvidenih dodatnih ali spremenjenih del zaradi zahtev tretjih oseb, na katere izvajalec nima vpliva (mnenjedajalci, upravni organi, drugi izvajalci in podizvajalci, itd.) šteje za dodatna dela, o katerih se naročnik in prevzemnik pisno dogovorita ločeno.

4. PONUDBENA OZIROMA POGODBENA VREDNOST IN PLAČILO

4.1. V ponudbi oziroma pogodbi je opredeljena vrednost storitve in je fiksna za dogovorjen čas trajanja izvedbe storitev izvajalca in za dogovorjen obseg del. Ponudbena oz. pogodbena vrednost je lahko določena v evrski valuti ali kot odstotek od ocene gradbenih stroškov in zunanje ureditve.

4.2. Tudi če je določena fiksna vrednost, jo lahko izvajalec enostransko spremeni v času trajanja izvedbe storitev. Cena se revalorizira v skladu z indeksom rasti cen življenjskih potrebščin, ki ga objavlja Statistični urad Republike Slovenije, po preteku veljavnosti ponudbe. O spremembi vrednosti izvajalec pisno po navadni ali elektronski pošti sporoči naročniku.

4.3. Ponudbena oz. pogodbena vrednost velja za enkratno izvedbo storitev in obseg del, ki je določen v potrjeni ponudbi ali podpisani pogodbi. Spremembe projekta in dodatna dela niso zajeta. Kot sprememba se prizna sprememba, ki je naročena s strani naročnika in je tudi s strani naročnika potrjena nova (dopolnjena) ponudba, skladno s točko 2.6. teh splošnih pogojev.

4.4. Obračun dodatnih storitev, za katera se dogovori obračun po dejansko izvršenih delovnih urah, se izvede skladno z urno postavko 60 EUR + DDV, razen če je v ponudbi navedeno drugače.

any errors or delays on the part of external contractors.

3.3 Performance of an increased scope of work at the Client's request or unforeseen additional or modified work due to third-party requests on which the Contractor has no influence (advisory bodies, administrative bodies, other contractors and subcontractors, etc.) shall be deemed additional work that the Client and transferee shall agree on separately.

4. OFFER OR CONTRACT VALUE AND PAYMENT

4.1 The offer or contract shall specify the value of the service, which shall be fixed for the agreed-upon duration of the Contractor's services and for the agreed-upon scope of work. The offer or contract value may be specified in euro or as a percentage of the estimated construction and landscaping costs.

4.2 Even though the specified value is fixed, the Contractor may unilaterally change it during the performance of services. The price shall be revalued in accordance with the consumer price index published by the Slovenian Statistical Office after the offer expires. The Contractor shall inform the Client of the change in value in writing by post or email.

4.3 The offer or contract value shall apply to a single performance of the services and the scope of work specified in the confirmed offer or signed contract. It shall not cover any changes to the project and additional work. A change shall be recognized as a change if it is ordered by the Client and if a new (amended) offer is confirmed by the Client, in accordance with Point 2.6 hereof.

4.4 Additional services agreed to be billed according to the actual hours worked shall be billed at an hourly rate of EUR 60 + VAT, unless otherwise specified in the offer.

4.5. Vrednost projektantskih storitev se v primeru več kot 5% povečanja bruto površin projektiranih objektov ali zunanje ureditve glede na projektna izhodišča oz. predhodno potrjeno fazo projektne dokumentacije spremeni v skladu z dejanskim povečanjem.

4.6. DDV v ponudbah in pogodbah ni zajet, razen kadar je izrecno naveden in se obračuna skladno z veljavno zakonodajo ob izstavitvi računa.

4.7. Ponudbena oz. pogodbeni vrednost zajema število dogovorjenih tiskanih izvodov projektne dokumentacije, ne zajema pa stroškov upravnih, notarskih in sodnih taks ter mnenj in dovoljenj, stroškov prevoda v tuje jezike ter potnih stroškov do lokacij naročnika, ki so od sedeža izvajalca oddaljeni več kot 50 kilometrov. Stroški tiskanih izvodov projektne in druge dokumentacije se obračunajo skladno s cenikom izbranega podjetja, ki se ukvarja s tiskanjem in fotokopiranjem dokumentacije.

4.8. Kilometrini se obračunava po pavšalni ceni 0.43 EUR/km + DDV.

4.9. Izvajalec si pridržuje pravico do spremembe ponudbene oz. pogodbene vrednosti v primeru spremembe zakonodaje, ki bi vplivala na dogovorjeni obseg storitev ter v primeru drugih vplivov, ki izvajalcu iz objektivnih razlogov onemogočijo izvedbo storitev po ponudbeni oz. pogodbeni vrednosti.

4.10. Plačilni rok je 8 dni od izstavitve računa, razen če je s ponudbo ali pogodbo drugače dogovorjeno.

4.11. Naročnik lahko v roku 3 dni od prejema računa, uveljavlja delno ali celotno zavrnitev računa. V kolikor ga v tem času ne zavrne, velja, da je izstavljeni račun potrjen.

4.5 If the gross area of the designed structures or landscaping project increases by over 5% compared to the project starting points or a previously approved stage of the project documentation, the value of the design services shall be adjusted in accordance with the actual increase.

4.6 VAT shall not be included in offers and contracts, except where it is expressly mentioned, and shall be charged on the invoice in accordance with the applicable legislation.

4.7 The offer or contract value shall cover the number of printed copies of the project documentation agreed, but it shall not cover the cost of administrative, notarial, and court fees, opinions and permits, the costs of translation into foreign languages, and the costs of travel to the Client's locations that are more than 50 km from the Contractor's registered office. The cost of printed copies of project and other documentation shall be charged in accordance with the price list of the selected printing and photocopying company.

4.8 Mileage shall be charged at a flat rate of EUR 0.43 / km + VAT.

4.9 The Contractor reserves the right to modify the offer or contract value in the event of a change in legislation affecting the agreed scope of services and in the event of other influences that, for reasons beyond its control, make it impossible for the Contractor to perform the services at the price specified in the offer or contract.

4.10 The payment deadline shall be eight days from the date of the invoice, unless otherwise specified in the offer or contract.

4.11 The Client may reject the invoice partially or fully within three days of receiving it. If the Client does not reject it during this time, the issued invoice shall be deemed to have been confirmed.

4.12. V primeru zamude plačila, je izvajalec upravičen zaračunati zakonske zamudne obresti za čas zamude.

4.12 In the event of late payment, the Contractor shall be entitled to charge statutory default interest for the period of delay.

4.13. Naročnik bo vse finančne obveznosti do izvajalca poravnal na transakcijski račun izvajalca, št. SI56 3300 0000 2265 814 pri Addiko Bank d.d.

4.13 The Client shall pay all financial obligations to the Contractor to the Contractor's bank account no. SI56 3300 0000 2265 814 at Addiko Bank d.d.

5. ROKI

5. DEADLINES

5.1. Storitve se izvajajo skladno s predvidenim časovnim razponom projekta v ponudbi oz. pogodbi oziroma dogovorjenim terminskim planom, ki je priloga in sestavni del ponudbe oz. pogodbe.

5.1 The services shall be performed in accordance with the project's timeline envisaged in the offer or contract, or the agreed schedule, which is annexed to and forms an integral part of the offer or contract.

5.2. Izvajalčevi roki se lahko spremenijo iz objektivnih razlogov, kot npr. višja sila, sprememba obsega del, ki jih naroči naročnik, terminska zamuda naročnika pri podajanju podatkov izvajalcu in nepravočasna plačila finančnih obveznosti naročnika do izvajalca. Ponudbeni oz. pogodbeni roki se lahko spremenijo tudi sporazumno.

5.2 The Contractor's deadlines may change due to reasons beyond its control, such as force majeure, changes in the scope of work ordered by the Client, the Client's delays in providing information to the Contractor, and untimely payments of the Client's financial obligations to the Contractor. The offer or contract deadlines may also be changed by mutual agreement.

5.3. Izvajalec ne jamči za roke tretjih oseb, kot so izvajalci dejavnosti, zunanji izvajalci, mnenjedajalci, upravne enote, ministrstva oz. organi v sestavi ministrstva, itd.

5.3 The Contractor does not guarantee that the deadlines will be met by third parties, such as operators, external contractors, advisory bodies, administrative units, ministries or bodies within ministries, and so on.

5.4. V kolikor pride do zamude zaradi zamud tretjih oseb, izvajalec o zamudi pisno po navadni ali elektronski pošti obvesti naročnika.

5.4 If a delay occurs due to third-party delays, the Contractor shall inform the Client of the delay in writing by post or email.

5.5. V primeru zamude na strani naročnika, ki ni posledica ravnanja oziroma opustitve ravnanja na strani izvajalca, pogodbeni stranki uskladita nov terminski plan, pri čemer obstoječi terminski plan ni več zavezujoč za izvajalca, tudi v primeru, če se pogodbeni stranki ne moreta sporazumeti o novem terminskem planu.

5.5 In the event of a delay on the part of the Client, which is not caused by the Contractor's actions or omissions, the contractual parties shall agree on a new project schedule, and the existing schedule shall no longer be binding on the Contractor, even if the contractual parties cannot agree on a new schedule.

5.6. Naročnik mora vsako posamezno fazo projektne dokumentacije odobriti v roku 5 delovnih dni od prejema projektne dokumentacije, razen če je v ponudbi oz.

5.6 The Client shall approve each individual phase of the project documentation within five working days of receiving the project documentation, unless a different approval

pogodbi opredeljen drugačen rok za odobritev dokumentacije, in sicer pisno po navadni ali elektronski pošti. Če naročnik posamezne faze ne odobri pravočasno, izvajalec ne more nadaljevati s svojim delom in zaradi tega lahko pride v zamudo. V tem primeru izvajalec za zamudo ne odgovarja, saj je do nje prišlo zaradi razlogov na strani naročnika.

deadline is specified in the offer or contract. The approval shall be provided in writing by post or email. If the Client fails to approve an individual phase in time, the Contractor cannot proceed with its work, which may result in a delay. In this case, the Contractor shall not be responsible for the delay because it occurred due to reasons attributable to the Client.

6. DRUGE OBVEZNOSTI IZVAJALCA IN NAROČNIKA

6.1. Izvajalec se obvezuje, da bo:

- prevzete naloge opravi strokovno, z dolžno skrbnostjo dobrega strokovnjaka, v korist naročnika vestno in kvalitetno, v skladu z veljavnimi predpisi, pravili stroke, standardi, tehničnimi navodili, priporočili in normativi, tako, da bodo projektirani projekti funkcionalni in arhitekturno kakovostni;
- naročniku pojasnjeval vse morebitne nejasnosti glede dogovorjenih storitev;
- aktivno sodeloval z naročnikom ter pri svojem delu upošteval smernice, delovna napotila in zahteve, ki so ali še bodo dane z dokumentacijo ter tiste, ki bodo v obliki zapisnikov koordinacije dogovorjene na skupnih sestankih;
- naročnika sproti in pravočasno obveščal o vseh okoliščinah, tekočih problemih in nastalih situacijah v zvezi s projektno ali drugo dokumentacijo, ki lahko vplivajo na uresničitev naročnikovih interesov, za katere izvajalec ve ali bi moral vedeti;
- ponudbene oz. pogodbene obveznosti izvajal v soglasju z naročnikom, ter da bo za vsa morebitna odstopanja od projektne naloge pridobil soglasje naročnika;

6. OTHER OBLIGATIONS OF THE CONTRACTOR AND THE CLIENT

6.1 The Contractor shall:

- Perform the assigned tasks professionally, with due professional diligence, in the best interest of the Client, conscientiously and with quality, in accordance with applicable regulations, professional rules, standards, technical guidelines, recommendations, and norms, ensuring that the projects designed are functional and of high architectural quality;
- Clarify any ambiguities regarding the agreed services to the Client;
- Actively collaborate with the Client and take into account the guidelines, work instructions, and requirements provided or to be provided in the documentation and those agreed at joint meetings in the form of coordination minutes;
- Regularly and in a timely manner notify the Client of all circumstances, current issues, and situations related to the project or other documentation that may affect the realization of the Client's interests, which the Contractor is or should be aware of;
- Fulfill the offer or contract obligations in agreement with the Client and obtain the Client's consent for any deviations from the design brief;

- varoval poslovno skrivnost naročnika in njegovih poslovnih partnerjev ter tudi tajnost vseh tehničnih podlog, tehnoloških postopkov, pogodb, načrtov in ostalih informacij, skladno s točkami 10.1., 10.2. in 10.3 teh splošnih pogojev;
- tvorno sodeloval s pooblaščenimi predstavniki naročnika v celotnem času izdelave projektne dokumentacije in koordinacije ter vodenja projekta.
- Protect the trade secrets of the Client and its business partners, as well as the confidentiality of all technical documents, technological procedures, contracts, plans, and other information, in accordance with Points 10.1, 10.2, and 10.3 hereof;
- Collaborate constructively with the Client's authorized representatives throughout the preparation of the project documentation and the coordination and management of the project.

6.2. Izvajalec imenuje, razporeja in angažira strokovne kadre glede na zahtevnost in obsežnost posameznih faz izvedbe del, v obsegu potrebnem za doseganje rokov in kvalitete opravljenih ponudbenih oz. pogodbenih storitev.

6.2 The Contractor shall appoint, assign, and engage professional personnel based on the complexity and scope of each phase of the work, to the extent necessary to meet deadlines and ensure the quality of services provided under the offer or contract.

6.3. Izvajalec ima sklenjeno zavarovalno polico za zavarovanje projektantske odgovornosti skladno z vsakokrat veljavnim Gradbenim zakonom in Zakonom o arhitekturni in inženirski dejavnosti.

6.3 The Contractor shall have design liability insurance cover in accordance with the applicable Building Act and the Architecture and Civil Engineering Act.

6.4. V kolikor naročnik poda upravičene pripombe na prevzeto dokumentacijo, mora izvajalec napake odpraviti v najkrajšem možnem času, kadar so te posledica neupoštevanja projektne naloge oz. izhodišč, ki jih je podal naročnik.

6.4 If the Client provides justified comments on the documentation received, the Contractor shall rectify the errors as soon as possible if they result from not following the design brief or starting points provided by the Client.

6.5. Naročnik se izvajalcu obvezuje, da bo:

6.5 The Client shall:

- v roku 5 delovnih dni po potrditvi ponudbe oz. podpisu pogodbe oz. v dogovorjenih rokih dal izvajalcu na razpolago vso dokumentacijo in vse pravne in druge informacije in podlage, ki so potrebne za to, da lahko izvajalec izpolni njegove obveznosti po ponudbi oz. pogodbi;
- tesno sodeloval z izvajalcem z namenom, da se prevzete storitve izvršijo pravočasno in v obojestransko zadovoljstvo;
- Within five working days after confirming the offer or signing the contract, or within the agreed deadlines, provide the Contractor with all the documentation and all legal and other information and materials necessary for the Contractor to be able to fulfill its obligations under the offer or contract;
- Collaborate closely with the Contractor to ensure that the services undertaken are completed on time and to the mutual satisfaction of both parties;

- pisno potrjeval oz. podal pripombe na predloženo dokumentacijo ali njene posamezne dele v roku 5 delovnih dni od prejema dokumentacije oz. skladno z dogovorjenim terminskim planom, v nasprotnem primeru se šteje, da je dokumentacija potrjena, pri čemer se bo potrjevanje izvajalo postopno po posameznih delih in sklopih;
- z izvajalcem sodeloval pri vsebinskih vprašanjih projekta, priprave gradnje, storitev med gradnjo ter odgovarjal na vprašanja najkasneje v roku 3 delovnih dni od poziva izvajalca; v kolikor naročnik s svojimi roki zamuja, se podaljšajo vsi roki izvajalca za čas zamude naročnika;
- skrbel, da se eventualni izvajalci, s katerimi ima naročnik sklenjeno ločeno pogodbo, držijo dogovorjenih rokov in tako omogočijo pravočasno izvedbo projekta;
- izvajalca tekoče in pravočasno obveščal o vseh spremembah, ki bi lahko vplivale na izdelavo projektne dokumentacije oz. izvedbe ponudbenih oz. pogodbenih storitev;
- izvajalca seznanil z dejanskim in stvarnopravnim stanjem predmetnih zemljišč;
- redno poravnaval denarne obveznosti po ponudbi oz. pogodbi in obvestil izvajalca o kakršnihkoli okoliščinah, ki bi mu lahko preprečile pravočasno plačilo denarnih obveznosti.
- Provide written approval of or comments on the documentation submitted or its individual parts within five working days of receiving the documentation or in accordance with the agreed schedule. If no feedback is provided within this period, the documentation shall be considered approved. The approval process shall be carried out progressively by parts and sections;
- Collaborate with the Contractor on substantive issues related to the project, construction preparation, and services during construction, and respond to the Contractor's questions within three working days. If the Client delays its response, all the Contractor's deadlines shall be extended by the duration of the Client's delay;
- Ensure that any contractors with whom the Client has concluded a separate contract adhere to the agreed deadlines, thus allowing the project to be completed on time;
- Inform the Contractor regularly and in a timely manner of any changes that may affect the preparation of the project documentation or the performance of services under the offer or contract;
- Inform the Contractor of the actual and legal status of the land in question;
- Regularly settle financial obligations under the offer or contract and inform the Contractor of any circumstances that may prevent timely payment of financial obligations.

6.6. Naročnik je upravičen usmerjati in nadzorovati delo izvajalca.

6.6 The Client has the right to direct and supervise the Contractor's work.

7. PREKINITEV DEL

7.1. Prekinitev del pomeni enostransko začasno ustavitev del s strani naročnika brez krivde na strani izvajalca, ki je pisno po navadni ali elektronski pošti sporočena izvajalcu. Do prekinitve del lahko pride tudi v primeru naročnikove zamude s plačilom denarnih obveznosti za več kot 30 dni.

7.2. V primeru prekinitve del, skladno s prejšnjo točko, je izvajalec upravičen do plačila vseh del, ki jih je pravilno izvedel do dne prekinitve, za kar se sestavi zapisnik.

7.3. V primeru ponovnega pričetka del v roku krajšem od 3 mesecev od datuma prekinitve, se dela nadaljujejo skladno z določili ponudbe oz. pogodbe, pri čemer se roki na strani izvajalca smiselno prilagodijo za čas dejanske prekinitve.

7.4. Če se dela ponovno pričnejo v roku daljšem od 3 mesecev od datuma prekinitve, pred ponovnim začetkom del izvajalec in naročnik skleneta aneks k pogodbi oz. se s strani naročnika potrdi nova ponudba izvajalca, s katero dogovorita poračun za opravljene storitve na presečno stanje na dan prekinitve (v kolikor to ni bilo izvedeno skladno s točko 7.2.), uskladita obseg in vrednost storitev in uskladita nov terminski plan.

8. ODSTOP OD PONUDBE ALI POGODBE

8.1. Izvajalec lahko z enostransko pisno izjavo po navadni ali elektronski pošti odstopi od ponudbe oz. pogodbe:

- v primeru, da naročnik zamuja z izpolnjevanjem svojih denarnih ali drugih obveznosti do izvajalca za več kot 30 dni; po 30-ih dneh izvajalec naročnika pisno pozove k takojšnjemu plačilu obveznosti; v kolikor v dodatno določenem roku

7. SUSPENSION OF WORK

7.1 Suspension of work refers to the unilateral temporary suspension of work by the Client without fault on the part of the Contractor, which is communicated to the Contractor in writing by post or email. Work may also be suspended if the Client is more than thirty days late in paying its financial obligations.

7.2 In the event of a suspension of work in accordance with the previous point, the Contractor is entitled to be paid for all the work it has duly completed up to the date of suspension, for which a record shall be drawn up.

7.3 If work resumes within three months from the date of suspension, the work shall continue in accordance with the provisions of the offer or contract, with the Contractor's deadlines being correspondingly extended by the actual duration of the suspension.

7.4 If work resumes more than three months after the date of suspension, the Contractor and the Client shall conclude an annex to the contract or the Client shall approve a new offer from the Contractor, in which they agree to settle the payment for services rendered up to the date of suspension (if not already done in accordance with Point 7.2), adjust the scope and value of the services, and agree on a new schedule.

8. WITHDRAWAL FROM THE OFFER OR CONTRACT

8.1 The Contractor may unilaterally withdraw from the offer or contract through a written statement sent by post or email:

- If the Client is more than thirty days late in fulfilling its financial or other obligations to the Contractor; after thirty days, the Contractor shall send a written request to the Client demanding the Client pay its obligations immediately. If

izvajalec ne prejme plačila, lahko poda pisno odpoved;

- če je nad naročnikom uveden stečajni oz. likvidacijski postopek oz. pri naročniku pride do spremembe v lastništvu ali pri ključnih osebah posloводства ter je s tem izpolnitev ponudbenih oz. pogodbenih storitev lahko otežena ali onemogočena;
- če naročnik krši obveznosti iz 6.5. točke splošnih pogojev, ter tudi po prejetju poziva izvajalca svoje kršitve v primernem dodatnem roku ne odpravi;
- v primeru daljšega odstopanja od zastavljene časovnice zaradi nepredvidljivih zapletov na strani naročnika (npr. finančni vidik, neurejena razmerja, daljši roki od pričakovanih za sprejetje potrditev ipd.);
- v primeru podajanja netočnih informacij, ki so osnova za izvedbo projekta, in zavajanja s strani naročnika.

8.2. V primeru odstopa izvajalca v skladu s točko 7.1. splošnih pogojev je naročnik izvajalcu dolžan plačati za do trenutka odstopa opravljeno delo.

8.3. Če med izvajanjem pogodbe izvajalec ne spoštuje dogovorjenih pogodbenih obveznosti, ga mora naročnik na to opozoriti, ter mu določiti primeren dodatni rok za izpolnitev ponudbenih oz. pogodbenih obveznosti. Če do izteka naknadnega roka izvajalec ne izpolni naročnikove zahteve znotraj ponudbenih oz. pogodbenih obveznosti, lahko naročnik z enostransko pisno izjavo po navadni ali elektronski pošti odstopi od pogodbe in zahteva povrnitev škode.

payment is not received within the additional period specified, the Contractor may terminate the contract in writing;

- If bankruptcy or liquidation proceedings are initiated against the Client, or if there is a change in ownership or key management personnel on the part of the Client, making the fulfillment of services specified in the offer or contract difficult or impossible;
- If the Client is in breach of its obligations under Point 6.5 hereof, and fails to remedy the breach within a reasonable additional period after having received a request from the Contractor;
- In the event of significant deviations from the set timeline due to unforeseen complications on the part of the Client (e.g., financial issues, unresolved legal matters, longer-than-expected approval periods, etc.);
- If the Client provides inaccurate information that forms the basis for the project implementation or if the Client engages in misleading practices.

8.2 If the Contractor withdraws from the contract in accordance with Point 7.1 hereof, the Client shall pay the Contractor for the work performed up to the moment of withdrawal.

8.3 If, during the execution of the contract, the Contractor fails to comply with the agreed contractual obligations, the Client shall draw the Contractor's attention to this and set a reasonable additional deadline for the Contractor to fulfill its obligations under the offer or contract. If the Contractor fails to meet the Client's requirements within this additional deadline, the Client may unilaterally withdraw from the contract through a written statement sent by post or email, and may seek compensation for damages.

8.4. V primeru odpovedi s strani naročnika zaradi razlogov, ki niso na strani izvajalca, se poračunajo stroški do tedaj opravljenih storitev. Naročnik je tudi dolžan izvajalcu dodatno plačati odškodnino v višini 10% skupne neto ponudbene oz. pogodbene vrednosti.

8.4 If the Client withdraws from the contract for reasons not attributable to the Contractor, it shall cover the costs of the services performed up to that point. In addition, the Client is required to pay the Contractor compensation amounting to 10% of the total net offer or contract value.

9. AVTORSKE PRAVICE

9.1. Vsakokratni projekt je avtorsko delo in je zaščiten z Zakonom o avtorskih in sorodnih pravicah. Moralne avtorske pravice obdrži avtor

9. COPYRIGHT

9.1 Each project is a copyrighted work protected under the Slovenian Copyright and Related Rights Act. Moral rights are retained by the author.

9.2. Projektna dokumentacija daje naročniku ali drugim upravičenim razpolagalcem, ki so ali bodo z naročnikom v pogodbenem razmerju, pravico do enkratne in namenske uporabe projektne dokumentacije za objekt, na katerega se nanaša projektna dokumentacija. Naročnik ne sme projektne dokumentacije predati tretji osebi brez predhodnega soglasja, razen če gre za osebe, ki sodelujejo pri izvedbi projekta, na katerega se nanaša projektna dokumentacija. Naročnik prevzete dokumentacije ne sme razmnoževati, spreminjati ali odtujiti brez pisnega soglasja izvajalca.

9.2 The project documentation grants the Client or other authorized parties, who are or will be in a contractual relationship with the Client, the right to a one-time and dedicated use of the project documentation for the structure it refers to. The Client may not hand the project documentation over to a third party without prior consent, except to those involved in the execution of the project to which the documentation relates. The Client is not allowed to reproduce, modify, or transfer the documentation received without the Contractor's written consent.

9.3. Vsa projektna in druga dokumentacija oz. gradivo, ki jo izvajalec izroči naročniku postane last naročnika z dnem, ko izvajalec prejme polno plačilo po ponudbi oz. pogodbi. V primeru, da naročnik ne poravnava celotne obveznosti do izvajalca v roku, ki ga določi izvajalec, lahko izvajalec zahteva vračilo izročene projektne oz. druge dokumentacije. Naročnik nima pravice uporabe projektne ali druge dokumentacije, dokler v celoti ne poravnava polnega plačila po ponudbi oz. pogodbi.

9.3 All project and other documentation or materials that the Contractor delivers to the Client become the property of the Client on the day the Contractor receives full payment according to the offer or contract. If the Client fails to fulfill its obligations to the Contractor within the deadline set by the Contractor, the Contractor may demand the Client return the project or other documentation delivered. The Client shall not have the right to use the project or other documentation until it settles all its financial obligations to the Contractor under the offer or contract in full.

9.4. Vse pravice na načrtih izvajalca, ter skicah, osnutkih, risbah, modelih, vzorcih ter računalniških izrisih in simulacijah ostanejo last izvajalca, razen če se naročnik in izvajalec izrecno dogovorita drugače.

9.4 All rights to the Contractor's plans, sketches, drafts, drawings, models, samples, and computer renderings and simulations shall remain the property of the Contractor unless the Client and Contractor explicitly agree otherwise.

9.5. Pri storitvah projektiranja se je naročnik dolžan posvetovati z izvajalcem pri morebitnih kasnejših predelavah objektov, ki bodo grajeni na podlagi projektne dokumentacije, ki jo je za naročnika izdelal izvajalec.

9.6. Izvajalec si pridržuje pravico, da fotografira objekt pred vselitvijo ali kadarkoli kasneje ter te fotografije uporabi kot gradivo za predstavitev svojega dela v primernih medijih in oblikah.

10. POSLOVNA SKRIVNOST, OBDELAVA PODATKOV IN VARSTVO PODATKOV

10.1. Izvajalec in naročnik se zavezujeta vse informacije oz. vsebino iz ponudbe oz. pogodbe obravnavati kot poslovno skrivnost in se hkrati zavezuje, da jih ne bosta objavila oz. kako drugače posredovala tretjim osebam brez predhodnega pisnega dovoljenja nasprotne stranke.

10.2. Poslovna skrivnost pomeni vsakršno finančno, poslovno, tehnično, strateško ali drugo informacijo, ki ni splošno znana in za katero naročnik in izvajalec izvesta na podlagi ali v posledici razmerja, vzpostavljenega na podlagi naročila, ne glede na to, ali so izpolnjeni pogoji za opredelitev poslovne skrivnosti v smislu zakonodaje o gospodarskih družbah.

10.3. Naročnik in izvajalec se zavezujeta zagotoviti, da bodo njihovi zaposleni, podizvajalci, sodelavci in drugi pogodbeni partnerji varovali in ne bodo razkrili poslovne skrivnosti, ne da bi pred tem pridobila soglasje nasprotne stranke.

10.4. Naročnik soglašata ter dovoljuje izvajalcu, da v primerih, ko je to potrebno za izvrševanje ali uveljavitev pravic izvajalca po teh splošnih pogojih, izvajalec posreduje podatke in informacije o naročniku, o potrjeni ponudbi ali sklenjeni pogodbi in v zvezi s ponudbo oz. pogodbo tretjim osebam in soglasodajalcem, kakor tudi da opravi poizvedbe pri pristojnih državnih in drugih organih in institucijah, drugih

9.5 The Client shall consult the Contractor regarding design services in the event of any future modifications to the structures built based on the project documentation provided by the Contractor.

9.6 The Contractor reserves the right to photograph the structure before occupancy or at any later time, and to use these photographs as material to present its work in appropriate media and formats.

10. TRADE SECRETS, DATA PROCESSING, AND DATA PROTECTION

10.1 The Contractor and the Client shall treat all information or content from the offer or contract as a business secret and not publish or otherwise disclose it to third parties without the prior written permission of the other party.

10.2 A trade secret means any financial, commercial, technical, strategic, or other information that is not generally known and that the Client and Contractor learn about based on, or as a result of, the relationship established by the contract, regardless of whether the conditions for defining the information as a trade secret under corporate law are met.

10.3 The Client and the Contractor shall ensure that their employees, subcontractors, collaborators, and other contractual partners shall protect and not disclose trade secrets without first obtaining the consent of the other party.

10.4 The Client agrees and permits the Contractor, where this is necessary for the exercise or enforcement of the Contractor's rights hereunder, to disclose data and information about the Client, the confirmed offer, or the concluded contract, and in connection with the offer or the contract, to third parties and approvers, as well as to make inquiries with the relevant government and other authorities and

soglasodajalcih ali tretjih osebah, katerim naročnik s sprejetjem teh splošnih pogojev dovoljuje posredovanje podatkov in informacij.

10.5. Z namenom preprečitve nepooblaščne in nepravilne uporabe osebnih in drugih podatkov, ki jih izvajalec prejme v okviru izvajanja ponudbenih in pogodbenih storitev, se izvajalec zavezuje sprejeti ustrezne varnostne ukrepe za zaščito podatkov naročnika pred nepooblaščenim dostopom, razkritjem, spreminjanjem, izgubo, uničenjem ali obdelavo.

10.6. Izvajalec bo zagotovil, da bodo osebni podatki dostopni le pooblaščenim osebam izvajalca in le v obsegu, ki je potreben za izvedbo ponudbenih oz. pogodbenih storitev.

11. KONČNE DOLOČBE

11.1. Morebitna neveljavna določba ali nezmožnost izvršitve, kot tudi neurejenost posameznega vprašanja v ponudbi oz. pogodbi, ne vpliva na veljavnost drugih določb in veljavnost splošnih pogojev, ponudbe oz. pogodbe kot celote. V primeru neveljavnosti ali nezmožnosti uporabe določbe bo takšno določbo nadomestila razlaga, ki je najbližje namenu takšne neveljavne oz. neizvršljive določbe skladno z namenom izvajalca in naročnika pri potrditvi ponudbe oz. podpisu pogodbe.

11.2. Za razlago določb splošnih pogojev, ponudbe ali pogodbe, ter za urejanje poslovnega odnosa med izvajalcem in naročnikom se uporablja izključno pravo Republike Slovenije.

11.3. Naročnik in izvajalec se zavezujeta vse spore reševati sporazumno. V kolikor eventualne spore ne bo mogoče rešiti sporazumno, pa bo reševalo pristojno sodišče v kraju sedeža izvajalca.

institutions, other approvers, or third parties whom the Client, by accepting these General Terms, permits to disclose such data and information.

10.5 To prevent unauthorized and improper use of personal and other data that the Contractor receives while performing the services specified in the offer and contract, the Contractor shall take appropriate security measures to protect the Client's data from unauthorized access, disclosure, modification, loss, destruction, or processing.

10.6 The Contractor shall ensure that personal data are accessible only to authorized persons of the Contractor and only to the extent necessary to perform the services specified in the offer or contract.

11. FINAL PROVISIONS

11.1 Any invalid provision or impossibility to enforce a provision, as well as any lack of regulation of a specific issue in the offer or contract, shall not affect the validity of other provisions or the General Terms, or offer or contract as a whole. In the event of an invalid or unenforceable provision, such a provision shall be replaced by an interpretation that most closely aligns with the intent of the Contractor and the Client at the time of confirming the offer or signing the contract.

11.2 The interpretation of the provisions of the General Terms, the offer, or the contract, as well as the regulation of the business relationship between the Contractor and the Client, shall be governed exclusively by the laws of the Republic of Slovenia.

11.3 The Client and the Contractor shall resolve any disputes amicably. If this is not possible, the dispute shall be submitted to the court with jurisdiction at the place of the Contractor's registered office.

11.4. Naročnik je dolžan izvajalca pisno po navadni ali elektronski pošti obvestiti o kakršnikoli spremembi poslovnega naslova oz. drugih podatkov, ki so pomembni za obveščanje naročnika. V kolikor naročnik izvajalca ne obvesti o spremembi, bodo vsi dokumenti s strani izvajalca poslani naročniku na znane naslove šteti za prevzete s strani naročnika.

11.5. Splošni pogoji začnejo veljati z dnem 1. 9. 2024.

11.4 The Client shall notify the Contractor in writing, either by post or email, of any changes to its business address or other information relevant to the Client. If the Client fails to inform the Contractor of such changes, all documents that the Contractor sends to the known addresses of the Client shall be considered to have been received by the Client.

11.5 These General Terms shall take effect on September 1st, 2024.