

1 Definitions

Capitalised words in this document have the following meaning: (1) "Agreement" means the agreement for the supply and purchase of the Goods and/or Services under the Terms; (2) "Goods" means the goods described in the PO; (3) "Oriflame" means the entity named as the purchaser in the PO; (4) "PO" means Oriflame's purchase order with instructions to supply the Goods and/or perform the Services; (5) "Services" means the services described in the PO; (6) "Specifications" means the specifications provided or agreed to by Oriflame (if any) in relation to the Goods and/or Services including any information or documents set out in a tender for the Goods and/or Services; (7) "Supplier" the person or entity named as the supplier in the PO including its employees, agents and representatives; and (8) "Terms" the terms and conditions in this document and any terms and conditions contained in the PO.

2 When do these terms apply

The Terms apply to the supply and purchase of the Goods and/or Services unless the PO references another agreement between the parties in which case the terms in the referenced agreement will apply. The PO is issued on the condition that the Supplier accepts the Terms. Oriflame will not accept and has no obligation to pay for the Goods and/or Services if the Supplier claims that different terms and conditions apply to the supply of the Goods and/or Services.

3 Supply and purchase

3.1 The Supplier agrees to supply and Oriflame agrees to purchase the Goods and/or Services on the Terms.

3.2 THE TERMS GOVERN THE SUPPLY OF THE GOODS AND/OR SERVICES TO THE EXCLUSION OF ANY TERMS AND CONDITIONS ENDORSED UPON, DELIVERED WITH OR CONTAINED IN THE SUPPLIER'S QUOTATION, ACKNOWLEDGEMENT OR ACCEPTANCE OF ORDER, INVOICE OR SIMILAR DOCUMENT AND BY DELIVERING THE GOODS OR PERFORMING THE SERVICES THE SUPPLIER WAIVES ANY RIGHT WHICH IT OTHERWISE MIGHT HAVE TO RELY ON SUCH TERMS OR CONDITIONS.

3.3 The Supplier must give the PO number and date on all delivery advices and notes, invoices, correspondence and packaging relating to the Agreement.

4 Quality and Defects

4.1 Goods must be of the best available design, quality, material and workmanship, without fault and conform in all respects with the PO and Specifications and will comply with all statutory requirements and regulations relating to the Goods.

4.2 Services must be performed to the highest standard and conform in all respects with the PO and Specifications and will comply with all statutory requirements and regulations relating to the performance of the Services.

4.3 Supplier must at all times in connection with this Agreement comply with all applicable laws and regulations.

5 Delivery and acceptance

5.1 The Goods must be: (1) packed and secured in accordance with industry standards and any instructions issued by Oriflame to protect the Goods during transport to ensure they reach their destination undamaged; (2) marked according to the Delivery Instructions; (3) be delivered at the Place of Delivery on the Delivery Date and according to the Delivery Terms; and (4) off-loaded and stacked by Supplier as directed by Oriflame.

5.2 The PO states the date and time for delivery of the Goods, or if no date is specified delivery must take place within 28 days of the PO. If no time is specified in the PO the Goods will only be accepted by Oriflame during normal business hours.

5.3 The date or dates for performance and completion of the Services is specified in the PO or, where no date is specified, as agreed in writing with Oriflame.

5.4 Time for delivery of the Goods and performance of the Services is of the essence.

5.5 Oriflame is not deemed to have accepted any Goods and/or Services until Oriflame has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any defect in the Goods and/or Services has become apparent.

6 Supplier Code of Conduct

6.1 Supplier must at all times in connection with this Agreement comply with Oriflame's Supplier Code of Conduct which is available at: <https://corporate.oriflame.com/en/About-Oriflame/Who-we-are/Code-of-Conduct-and-other-policies>

6.2 Supplier and the Supplier Personnel must not, directly or indirectly: (1) pay, offer, promise to pay or authorise the payment of, any money or financial or other advantage in violation of Anti-Corruption Laws; or (2) take any action that would cause Oriflame or Oriflame's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws.

Supplier agrees to keep full and accurate books and records of all payments made in respect of any transaction or business made in connection with this Agreement, and to make all such books and records available to Oriflame's authorised representatives as deemed necessary by Oriflame to verify Supplier's compliance with Anti-Corruption Laws and this Agreement.

"Anti-Corruption Law" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. "Supplier Personnel" means the Supplier's officers, directors, employees, direct or indirect beneficial owners, shareholders or any other party acting on behalf of the Supplier.

7 Risk and title

7.1 The risk of loss or damage to the Goods remains with Supplier until the Goods are delivered to Oriflame in accordance with the Delivery Terms.

7.2 Title will pass to Oriflame upon delivery.

8 Price, invoices and payment

8.1 The price of the Goods and/or Services is as stated in the PO. Unless stated otherwise in the PO, prices are exclusive of value added tax but inclusive of all other charges, costs, duties or levies.

8.2 The Supplier must only invoice Oriflame upon, but separately from, dispatch of the Goods to Oriflame or completion of the Services.

8.3 Oriflame must pay the price of the Goods and/or Services within 60 days after the date of a proper and accurate invoice (unless a different payment terms is stated in the PO) or, if later, after acceptance of the Goods and/or Services by Oriflame in accordance with this Agreement.

9 Oriflame's Property

9.1 Oriflame Property remains the exclusive property of Oriflame and must only be used by the Supplier for the performance of this Agreement. Supplier accepts and agrees it has no proprietary or other interest or right of any nature in, or in relation to, the Oriflame Property. "Oriflame Property" means materials, equipment, tools, dies, moulds, copyright, drawings, designs, Oriflame group trademarks and all other intellectual property rights in drawings, specifications and data supplied by Oriflame to the Supplier.

1 Opredelitve

Besede z veliko začetnico imajo v tem dokumentu naslednji pomen: (1) »Sporazum« pomeni sporazum o dobavi in nakupu blaga in/ali storitev v skladu z določbami; (2) »Blago« pomeni blago, ki je opisano v NAROČILNICI; (3) »Oriflame« pomeni ime subjekta, ki je imenovan kot kupec v NAROČILNICI; (4) »NAROČILNICA« pomeni naročilnico podjetja Oriflame z navodili za dobavo Blaga in/ali izvedbo storitev; (5) »Specifikacije« pomenijo specifikacije, ki jih je Oriflame zagotovil ali odobril (če obstajajo) v zvezi z Blagom in/ali storitvami, vključno z vsemi informacijami ali dokumenti, opredeljenimi v ponudbi za Blago in/ali storitve; (6) »Dobavitelj« je oseba ali subjekt, imenovan kot dobavitelj na NAROČILNICI, vključno z njegovimi zaposlenimi, zastopniki in predstavniki; in (7) »Določbe« pomenijo določbe in pogoje v tem dokumentu in kakršno koli določbo in pogoj, vsebovan v NAROČILNICI.

2 Kdaj veljajo te določbe

Določbe veljajo za dobavo in nakup Blaga in/ali storitev, razen če NAROČILNICA navaja drug dogovor med pogodbenimi strankami, v tem primeru bodo veljale Določbe iz omenjenega Sporazuma. NAROČILNICA se izda pod pogojem, da Dobavitelj sprejme Določbe. Oriflame ne bo sprejel in ni dolžan plačati Blaga in/ali storitev, če Dobavitelj trdi, da za dobavo Blaga in/ali storitev veljajo različne Določbe in pogoji.

3 Dobava in nakup

3.1 Dobavitelj se strinja z dobavo in Oriflame se strinja z nakupom Blaga in/ali storitev v skladu z Določbami.

3.2 DOLOČBE UREJAJO DOBAVO BLAGA IN/ALI STORITEV, PRI ČEMER SO IZKLJUČENE KATERE KOLI DOLOČBE IN POGOJI, KI SO ODOBRENI, IZROČENI Z ALI VSEBOVANI V DOBAVITELJEVI PONUDBI, PRIZNANJU ALI SPREJETJU NAROČILA, FAKTURE ALI PODOBNEGA DOKUMENTA IN Z DOBAVO BLAGA ALI Z IZVEDBO STORITEV SE DOBAVITELJ ODPOVEDUJE KATERIM KOLI PRAVICAM, NA KATERE BI SE MORDA MORAL SKLICEVATI PRI TAKIH DOLOČBAH IN POGOJIH.

3.3 Dobavitelj mora navesti v NAROČILNICI številko in datum pri vseh priporočenih pošiljkah, dobavnica, fakturah, korespondenci in paketih, ki se nanašajo na ta Sporazum.

4 Kakovost in napake

4.1 Blago mora imeti najboljši razpoložljivi dizajn, kakovost, material in izdelavo, brez napake in v vseh pogledih v skladu z NAROČILNICO in Specifikacijami ter v skladu z vsemi zakonskimi zahtevami in predpisi, ki se nanašajo na Blago.

4.2 Storitve morajo biti izvedene po najvišjem standardu in v vseh pogledih skladne z NAROČILNICO in Specifikacijami ter bodo v skladu z vsemi zakonskimi zahtevami in predpisi, ki se nanašajo na izvajanje storitev.

4.3 Dobavitelj mora ves čas, v okviru tega Sporazuma, upoštevati vse veljavne zakone in predpise.

5 Dostava in sprejem

5.1 Blago mora biti: (1) pakirano in zavarovano v skladu z industrijskimi standardi in z vsemi navodili, ki jih izda Oriflame, da zaščiti Blago med prevozom in tako prepreči, da pride na cilj poškodovano; (2) označeno v skladu z navodili za dostavo; (3) dostavljeno na kraj dostave na datum dostave in v skladu z Določbami dostave; in (4) raztovorjeno in zloženo s strani Dobavitelja po navodilih podjetja Oriflame.

5.2 NAROČILNICA navaja datum in čas dostave Blaga ali, če datum ni določen, mora biti dobava opravljena v 28 dneh od NAROČILNICE. Če na NAROČILNICI ni določen čas, bo Oriflame Blago sprejel le med običajnim delovnim časom.

5.3 Datum ali datumi izvajanja in dokončanja storitev so določeni v NAROČILNICI ali, kadar ni določen datum, kot je pisno dogovorjeno z Oriflame.

5.4 Čas dobave Blaga in izvedba storitev sta bistvenega pomena.

5.5 Šteje se, da Oriflame ni sprejel nobenega Blaga in/ali storitev, dokler Oriflame ni imel razumnega časa, da jih pregleda po dobavi ali izvedbi ali, če pozneje, v razumnem roku, potem ko se ugotovi napaka pri Blagu in/ali storitvah.

6 Dobaviteljev kodeks ravnanja

6.1 Dobavitelj mora ves čas, v okviru tega Sporazuma, upoštevati Oriflame-ov dobaviteljev kodeks ravnanja, ki je na voljo na: <https://corporate.oriflame.com/About-Oriflame/Who-we-are/Code-of-Conduct-and-other-policies/>

6.2 Dobavitelj in Dobaviteljevo osebje ne smeta posredno ali neposredno: (1) plačati, ponuditi, obljubiti plačila ali odobriti plačilo katerega koli denarja ali finančne ali druge ugodnosti, ki krši protikorupcijske zakone; ali (2) sprejeti kakršne koli ukrepe, ki bi povzročili, da bi Oriflame ali Oriflame-ovi uradniki, direktorji, zaposleni in/ali podružnice kršili protikorupcijske zakone.

Dobavitelj se strinja, da bo hranil popolne in točne knjige in evidence vseh plačil, opravljenih v zvezi s katero koli transakcijo ali poslom, opravljenim v okviru tega Sporazuma, in da bo dal vse take knjige in evidence na razpolago pooblaščenim zastopnikom podjetja Oriflame, če Oriflame oceni to kot potrebno za preverjanje Dobaviteljeve skladnosti s protikorupcijskimi zakoni in s tem Sporazumom. »Protikorupcijski zakon« pomeni vse veljavne tuje ali domače zakone in predpise za boj proti podkupovanju in proti korupciji, ki se občasno spreminjajo, vključno z britanskim zakonom o podkupovanju iz leta 2010, ameriškim zakonom o korupciji v tujini iz leta 1977 in z vsemi zakoni, namenjenimi izvajanju Konvencije OECD o boju proti podkupovanju tujih uradnikov v mednarodnem poslovanju. »Dobaviteljevo osebje« pomeni Dobaviteljeve uradnike, direktorje, zaposlene, neposredne ali posredne upravičene lastnike, delničarje ali katero koli drugo stranko, ki deluje v imenu Dobavitelja.

7 Tveganje in pravni naslov

7.1 Za tveganje izgube ali poškodovanja Blaga je pristojen Dobavitelj, dokler Blago ne dostavi podjetju Oriflame v skladu s Določbami dostave.

7.2 Pravni naslov se prenese na Oriflame ob dostavi.

8 Cena, fakture in plačilo

8.1 Cena Blaga in/ali storitev je tista, navedena v NAROČILNICI. Če v NAROČILNICI ni drugače določeno, so cene brez davka na dodano vrednost, vendar vključujejo vse druge takse, stroške, dajatve ali prispevke.

8.2 Dobavitelj mora fakturirati podjetju Oriflame samo ob, vendar ločeno od, odpošiljanju blaga v Oriflame ali zaključku storitev.

8.3 Oriflame mora plačati ceno Blaga in/ali storitev v 60 dneh po datumu pravilne in točne fakture (razen če so v NAROČILNICI navedeni različni plačilni pogoji) ali, če kasneje, po sprejetju Blaga in/ali storitev s strani Oriflame v skladu s tem Sporazumom.

9 Lastnina podjetja Oriflame

9.1 Lastnina podjetja Oriflame ostaja izključna last podjetja Oriflame in jo mora Dobavitelj uporabljati samo za izvajanje tega Sporazuma. Dobavitelj sprejema in se strinja, da nima nobenega lastniškega ali drugega interesa ali pravice kakršne koli narave in, ali v zvezi z, lastnino podjetja Oriflame. »Lastnina podjetja Oriflame« pomeni materiale, opremo, orodje, barve, kalupe, avtorske pravice, risbe, modele, blagovne znamke skupine Oriflame in vse druge pravice intelektualne lastnine v risbah, specifikacijah in podatkih, ki jih Oriflame posreduje Dobavitelju.

9.2 Any copyrights, design rights or other intellectual property rights created by the Supplier in performing this Agreement (either by itself or jointly with Oriflame) belong to Oriflame absolutely and must only be used for the purpose of performing this Agreement. To the extent the intellectual property rights mentioned above do not automatically vest in Oriflame, the Supplier hereby assigns to Oriflame the entirety of those rights which vest in the Supplier under law. At Oriflame's request the Supplier must sign all documents required to establish Oriflame's title to such intellectual property rights.

9.3 The Supplier, its subcontractors (if permitted) and/or any third party suppliers must not, without the prior written consent of Oriflame, sell or otherwise dispose of the property and/or deliverables created under this Agreement to any person other than Oriflame.

10 Intellectual Property

10.1 Any supply of under this Agreement protected by any patent, trademark, design right, copyright or any other intellectual property right owned by or licenced to Supplier is deemed to include a royalty free license for worldwide use from Supplier to Oriflame (and Oriflame's affiliated companies) to incorporate such intellectual property rights in the supply purchased by Oriflame under this Agreement.

10.2 Supplier releases and indemnifies Oriflame against all liability, claims, loss, damages, injury, costs and expenses of any nature suffered or incurred by, or made or brought against, Oriflame in respect of any infringement or alleged infringement of intellectual property rights caused or contributed to by (to the extent of the contribution) Supplier's supply to Oriflame under this Agreement.

11 Termination of this Agreement

11.1 This clause is subject to Oriflame's cancellation rights under this Agreement. Oriflame may immediately terminate this Agreement without cause at any time by giving written notice to the Supplier. If Oriflame terminates this Agreement without cause under this clause Oriflame must pay to the Supplier fair and reasonable compensation for the work-in-progress at the time of the termination but that compensation will not include loss of profits or anticipated profits, loss of contract, loss of opportunity, loss of reputation or loss of goodwill, any wasted overheads or any consequential or indirect loss whatsoever.

11.2 This Agreement may be terminated with immediate effect, in whole or in part, by either party as follows: (1) in the event of a material breach of this Agreement by the other party, if the material breach is not remedied to the non-breaching party's reasonable satisfaction within the non-breaching party giving a notice of such breach not less than 30 days; (2) if a party becomes insolvent or any resolution or proceedings for liquidation (voluntary or involuntary) are instituted by or against a party or in the event of the appointment with or without consent of an administrator, assignee or agent for the benefit of a creditor or creditors or of a receiver for a party; (3) if a party commits any repetitive breach of the same type for which notice has already been given; or (4) if either party cannot, due to a Force Majeure Event, fulfil their obligations under this Agreement for a period exceeding 14 days. "Force Majeure Event" means National labour conflicts, civil commotion, riots, acts of a public enemy, acts or restraints of any government or sovereign nation, fire, export and import prohibitions, currency restrictions or other obstructions beyond its control, which could not reasonably have been avoided, foreseen or limited including by having a commercially reasonable disaster recovery procedure.

11.3 Without prejudice to the above, Oriflame may terminate this Agreement with immediate effect and without compensation to the Supplier if: (1) ownership or control of Supplier changes to a third party; (2) in Oriflame's reasonable opinion, it becomes illegal for Oriflame to purchase from, or make payments to, Supplier under this Agreement; (3) substantially all of the assets of Supplier are sold, transferred or disposed of to a third party; or (4) Supplier is in breach of Oriflame's Supplier Code of Conduct or Anti-Corruption Laws.

11.4 Termination of this Agreement for any reason is without prejudice to the rights of either party which accrued prior to termination. The terms of this Agreement which expressly or impliedly have effect after termination will continue to be enforceable after termination.

12 General

12.1 Supplier may not assign or transfer this Agreement, or any part of it, without the prior written consent of Oriflame.

12.2 Oriflame may assign or transfer this Agreement, or any part of it, to any Oriflame group company.

12.3 Each party must keep all confidential information disclosed to them by the other party confidential.

12.4 This Agreement does not create an exclusive arrangement and each party may enter into agreements with third parties in relation to the subject matter of this Agreement.

12.5 Nothing in this Agreement and no action taken by the parties in connection with the Agreement will constitute or create a partnership, association or other entity or be deemed as an employment relationship between the parties.

12.6 Supplier must not use the existence of this Agreement or the name of Oriflame in any advertising or promotion without Oriflame's prior written consent.

12.7 Variations to this Agreement (including changes to the price, delivery times, specifications and/or scope) must be agreed in writing and signed by a duly authorised representative of Oriflame.

12.8 Any notice required or permitted to be given by either party to the other under this Agreement must be in writing addressed to that other party at its principal place of business or such other address as set out in the Contract Data.

12.9 Oriflame and Supplier will each at all times in connection with this Agreement comply with all applicable privacy and data protection laws and regulations including entering into separate agreements required by law.

12.10 This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.

12.11 The formation, existence, construction, performance, validity, disputes and all other aspects of the Agreement is governed by the laws of the country where Oriflame is registered and the parties submit to the non-exclusive jurisdiction of the courts of the region, state, territory or canton (as the case may be) in which Oriflame is registered.

9.2 Vse avtorske pravice, pravice iz modela ali druge pravice intelektualne lastnine, ki jih je dobavitelj ustvaril pri izvajanju tega Sporazuma (bodisi sam bodisi skupaj s podjetjem Oriflame), absolutno pripadajo podjetju Oriflame in jih je treba uporabiti samo za namene izvajanja tega Sporazuma. V kolikor zgoraj omenjene pravice intelektualne lastnine niso samodejno prenesene podjetju Oriflame, Dobavitelj dodeli podjetju Oriflame vse pravice, ki jih v skladu z zakonom nosi Dobavitelj. Na zahtevo podjetja Oriflame mora Dobavitelj podpisati vse dokumente, potrebne za pridobitev Oriflame-ovega naslova s takšnimi pravicami intelektualne lastnine.

9.3 Dobavitelj, njegovi podizvajalci (če je dovoljeno) in/ali kateri koli tretji dobavitelji ne smejo, brez predhodnega pisnega soglasja podjetja Oriflame, prodati ali kako drugače razpolagati z lastnino in/ali dobavljivimi predmeti, ustvarjenimi s tem Sporazumom, nobeni osebi, ki ni Oriflame.

10 Intelektualna lastnina

10.1 Vsaka dobava v skladu s tem Sporazumom, ki je zaščiten s katerim koli patentom, blagovno znamko, pravico iz modela, avtorskimi pravicami ali katero koli drugo pravico intelektualne lastnine, ki je v lasti ali za katero ima Dobavitelj licenco, se šteje, da vključuje brezplačno licenco za uporabo po vsem svetu od Dobavitelja do podjetja Oriflame (in do povezanih družb podjetja Oriflame) za vključitev takšnih pravic intelektualne lastnine v dobavo, ki jo je kupilo podjetje Oriflame v skladu s tem Sporazumom.

10.2 Dobavitelj odveže in zavaruje podjetje Oriflame pred vso odgovornostjo, zahtevki, izgubo, škodo, poškodbami, stroški in bremenitvami kakršne koli narave, ki jih je utrpelo ali povzročilo ali je bilo povzročeno podjetju Oriflame v zvezi s kakršno koli kršitvijo ali domnevno kršitvijo pravic intelektualne lastnine, ki jo je povzročila ali h kateri je prispevala (v višini prispevka) Dobavitelja dobava podjetju Oriflame v skladu s tem Sporazumom.

11 Prekinitev tega Sporazuma

11.1 Ta klavzula je predmet pravic do prekinitve s strani podjetja Oriflame v skladu s tem Sporazumom. Oriflame lahko nemudoma in kadar koli prekine ta Sporazum brez razloga s pisnim obvestilom Dobavitelju. Če podjetje Oriflame prekine ta Sporazum brez razloga v skladu s to klavzulo, mora Oriflame Dobavitelju plačati poštno in razumno nadomestilo za nedokončano proizvodnjo ob prenehanju, vendar to nadomestilo ne bo vključevalo izgube dobička ali pričakovane dobička, izgube pogodbe, izgube priložnosti, izgube ugleda ali dobrega imena, morebitnih zapravljenih režijskih stroškov ali kakršne koli posledične ali posredne izgube.

11.2 Ta Sporazum lahko vsaka pogodbeni stranka prekine, v celoti ali deloma, s takojšnjim učinkom na naslednji način: (1) v primeru bistvene kršitve tega Sporazuma s strani druge pogodbeni stranke, če se bistvena kršitev ne odpravi v razumno zadovoljitev stranke, ki ni kršila in ki obvesti o takšni kršitvi v najmanj 30 dneh; (2) če stranka postane insolventna ali če stranka sproži ali so proti njeni sproženi sklepi ali postopki za likvidacijo (prostovoljni ali neprostovoljni) ali v primeru imenovanja, z ali brez privolitve, upravitelja, prejemnika ali zastopnika v korist upnikov ali prejemnika stranke; (3) če stranka stori kakršno koli ponavljajočo se kršitev iste vrste, za katero je že bila obveščena; ali (4) če nobena pogodbeni stranka, zaradi dogodka višje sile, ne more izpolniti svojih obveznosti iz tega Sporazuma za obdobje, daljše od 14 dni. »Dogodek višje sile« pomeni nacionalne delovne spopade, javne nemire, izgrede, dejanja javnega sovražnika, dejanja ali omejitve katere koli vlade ali suverena naroda, požar, prepovedi izvoza in uvoza, omejitve valut ali druge ovire, ki niso pod njenim nadzorom in katerim se ne bi bilo mogoče razumno izogniti, jih predvideti ali omejiti, tudi s komercialno razumnim postopkom za obnovo po nesrečah.

11.3 Brez poseganja v zgoraj navedeno lahko podjetje Oriflame prekine ta Sporazum s takojšnjim učinkom in brez nadomestila za Dobavitelja, če: (1) se lastništvo ali nadzor Dobavitelja preneseta na tretjo stranko; (2) po razumnem mnenju podjetja Oriflame postane nezakonito, da Oriflame kupuje ali nakazuje plačila Dobavitelju v skladu s tem Sporazumom; (3) se v bistvu vsa sredstva Dobavitelja prodajo, prenesejo ali odtujijo tretji osebi; ali (4) Dobavitelj krši kodeks ravnanja ali protikorupcijske zakone podjetja Oriflame.

11.4 Prekinitev tega Sporazuma iz katerega koli razloga ne posega v pravice katere koli stranke, ki so nastale pred prekinitvijo. Določila tega Sporazuma, ki izrecno ali implicitno učinkujejo po prekinitvi, bodo po prekinitvi še naprej izvršljiva.

12 Splošno

12.1 Dobavitelj ne sme dodeliti ali prenesti tega Sporazuma, ali katerega koli njegovega dela, brez predhodnega pisnega soglasja podjetja Oriflame.

12.2 Podjetje Oriflame lahko dodeli ali prenese ta Sporazuma ali kateri koli njegov del, kateremu koli podjetju iz skupine Oriflame.

12.3 Vsaka stranka mora hraniti kot zaupne vse zaupne podatke, ki jim jih je razkrila druga stranka.

12.4 Ta Sporazum ne ustvarja izključnega dogovora in vsaka stranka lahko sklene sporazume s tretjimi strankami v zvezi z vsebino tega Sporazuma.

12.5 Nič v tem Sporazumu in nobeno ukrepanje pogodbenih strank v zvezi s Sporazumom ne bo pomenilo ali ustvarilo partnerstva, združenja ali drugega subjekta ali se štel za delovno razmerje med pogodbenima strankama.

12.6 Dobavitelj ne sme uporabljati obstoja tega Sporazuma ali imena Oriflame v nobenem oglaševanju ali promociji brez predhodne pisne privolitve podjetja Oriflame.

12.7 Spremembe tega Sporazuma (vključno s spremembami cene, dobavnih rokov, specifikacij in/ali obsega) morajo biti dogovorjene v pisni obliki in podpisane s strani ustrezno pooblaščenega zastopnika podjetja Oriflame.

12.8 Vsako obvestilo, ki ga mora v skladu s tem Sporazumom predložiti katera koli pogodbeni stranka drugi pogodbeni stranki, mora biti pisno naslovljeno na to drugo stranko na njen glavni sedež ali na drugi naslov, kot je določeno v pogodbenih podatkih.

12.9 Podjetje Oriflame in Dobavitelj bosta ves čas v povezavi s tem Sporazumom spoštovala vse veljavne zakone in predpise o zasebnosti in varstvu podatkov, vključno s sklenitvijo ločenih sporazumov, ki jih zahteva zakon.

12.10 Ta Sporazum predstavlja celoten sporazum pogodbenih strank v zvezi z vsebino, obravnavano v tem Sporazumu. Ta Sporazum nadomešča vsa predhodna sporočila, pogodbe ali sporazume med pogodbenima strankama v zvezi z vsebino, obravnavano v tem Sporazumu, bodisi ustno ali pisno.

12.11 Oblikovanje, obstoj, sestavo, izvedbo, veljavnost, spore in vse druge vidike Sporazuma urejajo zakoni države, v kateri je podjetje Oriflame registrirano, stranke pa so podrejene neizključni pristojnosti sodišč v regiji, državi, ozemlju ali cantonu (odvisno od primera), v katerem je Oriflame registriran.