

Dekor tvornica rasvjete d.o.o., Ulica Ksavera Šandora Gjalskog 27/I, 49210 Zabok, Identification Number: 03198128187, hereinafter: **Procurer**, which is represented by general manager Nevenka Varjačić

and

(Name of the Tenderer, address), Identification Number: _____,
hereinafter: **Tenderer**, which is represented by _____.

conclude the following:

Annex 13. Procurement Contract

Subject of the Contract

Article 1

(1) The contracting parties have caused this Contract pursuant to the Decision on Selection from _____ (date), made in the procurement procedure of:

- Group 1. 5-axis simultaneous CNC milling machine and employee training of 4 employees for 40 hours to use the 5-axis simultaneous CNC milling machine
- Group 2. CNC milling machine and employee training of 4 employees for 40 hours to use the CNC milling machine

(2) The contracting parties determine that the subject matter of this Contract is the procurement of:

- Group 1. 5-axis simultaneous CNC milling machine and employee training of 4 employees for 40 hours to use the 5-axis simultaneous CNC milling machine
- Group 2. CNC milling machine and employee training of 4 employees for 40 hours to use the CNC milling machine

(3) The goods and services are delivered as part of the Project *„Equipping the production of the only Croatian lighting factory“ („Opremanje proizvodnje jedine tvornice rasvjetnih tijela u Hrvatskoj“)*

(4) The **Procurer** orders, and the **Tenderer** agrees to offer the said machine from article 1. in accordance with the technical specifications mentioned in the Tender Documentation, based on the Tender with the given descriptions, quantities and prices.

Price of Procurement and Method of Payment

Article 2

(1) The total cost of the offered object of procurement from Article 1 of this Contract expressed without value added tax is:

- [REDACTED] for Group 1. The price consists of the machine price in value of [REDACTED] and of employee training in value of [REDACTED].
- [REDACTED] for Group 2. The price consists of the machine price in value of [REDACTED] and of employee training in value of [REDACTED].

Value added tax is not included in the above amount. It is calculated in accordance with the provisions of the Croatian Law on Value Added Tax.

(2) The agreed price listed above is fixed for the entire duration of this Contract.

(3) Installation and commissioning of the machine is included in the above stated selling price of the machine.

Article 3

(1) The delivery deadlines are linked to the payment method. Payment is made 90% in advance and 10% after delivery of the machine, installation and training. The Tenderer will deliver the machine/machines no later than 8 months after the advance payment. Training and installation will be done within 9 months after the advance payment. There is a possibility of successive delivery (on more than one occasion).

(2) The Procurer shall review and determine the correctness of the procurement object upon its receipt. The procurement is considered completed upon confirmation from the Procurer.

(3) There is a possibility of justified extension of the delivery deadline in case of unforeseeable circumstances (eg. natural disaster, force majeure, etc.).

(4) In case of an unjustified delay with delivery in relation to the agreed delivery deadline, the Tenderer is obliged to pay a penalty of 0.05% of the contract value up to a maximum of 5% of the contract for each week of further delays with delivery.

Article 4

(1) The payment will be made in Croatian Kuna (HRK) or Euros (EUR) in favour of the transaction account of the Tenderer.

(2) The Procurer will pay the purchase price within the following deadlines:

- 90% of the price in advance after signing the contract
- 10% of the price after installation and training.

(3) Payment to members of a group of Tenderers will be done directly to each member of the tenderer community for the part of the contract executed by that member, unless otherwise specified by the community of tenderers.

(4) The Tenderer shall not sell his claims towards the Procurer under this Contract to third parties.

Obligations of the Tenderer

Article 5

(1) The Tenderer is obliged to deliver the subject of this Contract under the applicable regulations, customs and practices in the sale of goods and in accordance to other relevant documents which are part of this Contract.

(2) The Tenderer agrees to act professionally, independently, ethically and with due professional care during the fulfilment of contractual obligations.

(3) The Tenderer is required to remedy material defects of the object of procurement as soon as possible after receiving a written notice from the Procurer.

(4) The Tenderer agrees to deliver a new and unused item for the object of this procurement.

(5) The warranty period is months for Group 1 and months for Group 2.

(6) The Tenderer is obliged to deliver a Guarantee for the advance payment in value of the payment (90% of the contracted value of the offered groups of procurement) before the advance payment is made. The Guarantee will be provided in the form of a bank guarantee whose total value is equal or greater than the amount of the advance payment. Delivery time for the guarantee for advance payment is 30 days after signing the contract.

Subcontractors (if applicable)

Article 6

(1) The Tenderer relinquishes a portion of this Contract to the following subcontractors:

- _____, identification number (OIB): _____,
bank account number (IBAN): _____, opened at
_____ (Bank Name) in accordance to the information stated in the
Tender.

(2) Participation of a subcontractor does not affect the Tenderer's responsibility for the execution of this Contract.

(3) The Tenderer is allowed to change the subcontractor for that portion of the Contract which was previously provided in the subcontract; to execute himself the part of the contract which was previously provided in the subcontract; to introduce one or more new subcontractors, with the consent of the Procurer.

(4) If a subcontractor is being changed after the conclusion of the Contract (provided that the Procurer agreed), the Tenderer is required to supply the Procurer with the following information within seven (7) days from the date of approval for a new subcontractor:

- goods or services that will be delivered or provided by the subcontractor
- items, their quantity, value, place and date of delivery of goods or services
- information on subcontractors (company name, address, identification number and account number).

Termination of Contract by the Procurer

Article 7

(1) If the Tenderer fails to fulfil an obligation from the Contract, a representative of the Procurer may require the Tenderer by a written notice to remedy the defect or remove it in an appropriate deadline.

(2) The Procurer has the right to terminate the Contract if:

- a bankruptcy proceeding is open over the Tenderer
- the Tenderer is making an arrangement with his suppliers to cancel a part of his obligations.

Termination of Contract by the Tenderer

Article 8

(1) The Tenderer has the right to terminate this Contract:

- if the Procurer is late in paying his obligations for more than 30 days
- if bankruptcy proceedings are opened over the Procurer

- the Procurer is making an arrangement with his supplier to cancel a part of his obligations.

Termination of Contract due to Force Majeure or Other Circumstances

Article 9

(1) The Contracting parties agree that the Contract may be terminated before the expiration date by agreement of both parties or in the case of the following circumstances:

- force majeure makes the contractual obligations impossible to fulfil
- a competent administrative authority is banning the delivery of the machine
- in case of violation of the provisions of this Contract by one of the parties and the violation is not corrected within the time specified in the written notice from the other party, the contract is terminated immediately upon the receipt of a written notice of termination of the Contract.
- in the event of other circumstances or events that prevent the fulfilment of the contract.

Other provisions

Article 10

(1) Integral parts of this Contract are:

- The procurement Tender Documentation, number of procurement 9, Dekor tvornica rasvjete d.o.o.
- The Tender received during the public procurement procedure.

Article 11

(1) Should individual provisions of this Contract become legally invalid, the stated has no impact on the validity of the remaining provisions of this Contract.

Final Provisions

Article 12

(1) The Procurer and Tenderer will solve all possible disputes arising from this contract by an agreement.

(2) In cases where an amicable settlement is not possible, the parties accept the jurisdiction of the court in Zagreb (Croatia).

Article 13

(1) The Procurer's Contact Person is Dragutin Plahutar, director, phone +385 98 251 713, fax +385 49 58774, e-mail address: dragutin.plahutar@dekor.hr

(2) Contact Person of the Tenderer

(name, contact information)

Article 14

(1) This Contract is made in two (2) identical copies. Each contracting party shall retain one (1) copy.

Article 15

(1) This Contract shall become valid upon signature of the parties.

In Zagreb (Croatia) _____,

TENDERER:

(signature and company seal/stamp)

PROCURER:

Dekor tvornica rasvjete d.o.o.

(signature and company seal/stamp)