

**SIGNUM MAX d.o.o.**, Pere Devčića 67, 10290 Zaprešić, Identification Number: 70732861774, which is represented by general manager Vjekoslav Čičko (hereinafter: **Procurer**)

and

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

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 \_\_.\_\_.\_\_\_\_\_, made in the procurement procedure of the following procurement subject:

- Industrial printer for printing on plate materials – the machine is used for printing on various plate materials such as wood, plastic, glass, leather, metal and more. It will be used to print the desired graphic solution on wooden materials from which promotional furniture will be made.
- Employee training of 8 employees for 108 hours to use the industrial printer for printing on plate materials

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

- Industrial printer for printing on plate materials – the machine is used for printing on various plate materials such as wood, plastic, glass, leather, metal and more. It will be used to print the desired graphic solution on wooden materials from which promotional furniture will be made.
- Employee training of 8 employees for 108 hours to use the industrial printer for printing on plate materials

(3) The goods and services are delivered as part of the Project *„Establishment of a new business unit for producing promotional furniture“* („Osnivanje nove poslovne jedinice za proizvodnju promotivnog namještaja“).

(4) The **Procurer** orders, and the **Tenderer** agrees to offer the said subject of procurement 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]. The price consists of the machine in value of [REDACTED] and education 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) The installation and commissioning of the machine is included in the above stated machine price.

### Article 3

(1) The delivery deadline is related to the payment method. Payment is made 90% in advance, 10% after installation and training. The Tenderer will deliver the machine within 5 months after the advance payment. Employee training will be delivered within 6 months after the advance payment. Earlier delivery is allowed.

(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 disasters, external reasons that could not be influenced by the Tenderer or the Procurer, external reasons that could not be foreseen at the time of signing the contract, force majeure etc.).

(4) In case of unjustified delays with delivery in relation to the agreed delivery deadline, the Tenderer shall pay a penalty of 0,05% of the contract value for each week of further delays with delivery, up to a maximum of 5% of the contract value.

#### Article 4

- (1) The payment will be made in Croatian Kunas (HRK) or Euros (EUR) in favour of the transaction account of the Tenderer, number or IBAN , opened at  (bank name).
- (2) The Procurer will pay the purchase price within the following deadlines:
- 90% in advance
  - 10% after machine installation and employee 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 the community member, unless otherwise specified by the tenderer community.
- (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.

#### **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 performance 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 and value 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

- if the Procurer is making an arrangement with his suppliers 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 fulfill
- 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 7, Signum Max 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 Vjekoslav Čičko, phone +385 1 3464 222, e-mail address: [vjeko@signummax.hr](mailto:vjeko@signummax.hr)

(2) The contact Person of the Tenderer is \_\_\_\_\_

\_\_\_\_\_  
(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 \_\_\_\_\_, date \_\_\_\_\_

TENDERER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(signature and company seal/stamp)

PROCURER:

SIGNUM MAX d.o.o.

\_\_\_\_\_

\_\_\_\_\_  
(signature and company seal/stamp)