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# *SPECIAL CONDITIONS*

**CONTENTS**

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| IMPORTANT!  These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. |

**Article 2 Language of the Contract**

2.1 The language used shall be English

**Article 4 Communications**

4.1 For the Contracting Authority:

Contact name: Branka Bajić  
Adress: 66 Nušićeva, 31327 Apatin  
E-mail: [direktor@dzapatin.co.rs](mailto:direktor@dzapatin.co.rs)

For the Contractor:

<Contact name  
Address  
E-mail>

**Article 6 Subcontracting**

6.1 Subcontracting statement shall be delivered after contract signature.

**Article 7 Supply of documents**

N/A

**Article 8 Assistance with local regulations**

N/A

**Article 9 General Obligations**

9.9 N/A

**Article 10 Origin**

## 10.1 All supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and Insurance**

12.1a) No liability / insurance measures are required.

12.1b) No liability / insurance measures are required.

12.2. Insurance

No liability / insurance measures are required.

**Article 13 Programme of implementation of tasks**

13.2 Delivery of the supplies to the of acceptance shall be finalised within 60 days from contract signature by both parties.

**Article 14 Contractor’s drawings**

14.1 N/A

**Article 15 Sufficiency of tender prices**

15.1 The prices in the contract are fixed and not subject to any revision.

**Article 16 Tax and customs arrangements**

16.1 N/A

**Article 17 Patents and licences**

17.1 N/A

**Article 18 Commencement order**

18.1The commencement date shall run from the day of signature of the contract by both parties.

**Article 19 Period of implementation of the tasks**

19.1The period of implementation of the tasks of the contractor shall be 60 days from the commencement date.

**Article 24 Quality of supplies**

24.2 N/A

**Article 25 Inspection and testing**

25.2 N/A

**Article 26 General principles for payments**

26.1 Payments shall be made in euro for the companies registered outside Serbia and RSD for companies registered in Serbia

In case the contract is concluded in EURO, and payments are made in national currencies, applicable exchange rate must be InforEuro exchange rate valid on the month of issuing of invoice.

Payments shall be authorised and made by Legal Representative of Contracting Authority.

The payment will be made in accordance with the following schedule:

- 100% after delivery.

26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

In order to obtain payments, the Contractor must forward to the Contracting authority signed **Provisional Acceptance for approval and signature by CA**.

**Article 28 Delayed payments**

28.2N/A

**Article 29 Delivery**

29.3The packaging shall become the property of the recipient subject to environmental considerations.

29.5/6/7 N/A

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11 (“23. Provisional Acceptance”).

The equipment shall be taken over by the Contracting Authority when they have been delivered in accordance with the Contract, and installed/tested, and a certificate of provisional acceptance has been issued or is deemed to be issued. The Contracting Authority may appoint its representative to perform provisional acceptance /inspection on its behalf.

**Article 32 Warranty obligations**

32.6 Where the commercial warranty issued by the manufacturer of a particular item/product is longer than the below mentioned warranty of five year after provisional acceptance, the Contractor will deliver the related certificates/documents to the Beneficiary and will provide complete support to the Beneficiary in contacting the manufacturer.

32.7 The warranty must remain valid for **five years** after provisional acceptance.

**Article 33 After-sales service**

33.1 N/A

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of **Commercial Court in Sombor** in accordance with the national legislation of the state of the Contracting Authority

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