

SPECIAL CONDITIONS

CONTENTS

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. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the Contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For the Contracting Authority:

Contact name dr Dejan Stojanović, project manager
Address UNIVERSITY OF NOVI SAD INSTITUTE OF
LOWLAND FORESTRY AND ENVIRONMENT
Antona Čehova 13 D, 21000 Novi Sad
E-mail dejan.stojanovic@uns.ac.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 Contracting Authority will be responsible for visibility actions.

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.

Article 13 Programme of implementation of tasks

13.2 Delivery of the supply and installation to the place of acceptance **UNIVERSITY OF NOVI SAD INSTITUTE OF LOWLAND FORESTRY AND ENVIRONMENT, Antona Čehova 13 D, 21000 Novi Sad** shall be finalised within **30 days** from contract signature by both parties.

Article 14 Contractor's drawings

14.1 N/A

Article 15 Sufficiency of tender prices

15.1 N/A

Article 16 Tax and customs arrangements

16.1 Delivery conditions are DDP excluding VAT.

Article 17 Patents and licences

17.1 There is no derogation from Article 17 of the General Conditions.

Article 18 Commencement order

18.1 Commencement date will be the date of the contract signing.

Article 19 Period of implementation of the tasks

19.1 The implementation period of the tasks will be **30 calendar days** from the date of the contract signing.

Article 24 Quality of supplies

24.2 No preliminary technical acceptance is required.

Article 25 Inspection and testing

25.2 No inspection and testing are required.

Article 26 General principles for payments

26.1 Payments shall be made in **RSD**.

Payments shall be authorised and made by **Prof. dr Saša Orlović as Director**.

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

- a) By derogation from article 26.5 of the General Conditions, no pre-financing guarantee is required.
- b) For the 100% final payment, the invoice **in duplicate** together with the request for provisional acceptance of the supplies.

Article 28 Delayed payments

28.2 By derogation from Article 28.2 of the General Conditions, once the deadline laid down in Article 26.3 has expired, the Contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions. The demand must be submitted within two months of receiving late payment.

Article 29 Delivery

29.3 The packaging shall remain the property of the Contractor 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.

Article 32 Warranty obligations

32.6 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

32.7 The warranty must remain valid for **one year** 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 Novi Sad** in accordance with the national legislation of the state of the Contracting Authority.

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