

SUPPLY CONTRACT
Vehicle Acquisition for PIAKOS Project Implementation

This Contract for Vehicle Acquisition for PIAKOS Project Implementation (Hereinafter referred as “Contract”), has been entered into today on XXXXXXXXXX, between the following contractual parties:

- 1. Advocacy Training and Resource Center (ATRC)** with business registration number 5200095-5, and its address located at str. Sejdi Kryeziu, No.26 Pristina, represented by Kushtrim KALOSHI, Executive Director Duly Authorized (hereinafter referred to as: Contracting Authority), on one side;

(hereinafter referred to as: Buyer or Contracting Authority), on one side;

- 2. XXXXXXXXXX** with Unique Identification number XXXXXXXXXX, and registered address at XXXXXXXXXX, represented by XXXXXXXXXX:
(Hereinafter referred to as the Seller or Service Provider)

Seller and buyer collectively referred to as “the parties”

RECITALS

WHEREAS Buyer and Seller have entered into this Contract for the purpose of selling, respectively buying Vehicle for PIAKOS Project Implementation, (Hereinafter “**Supply**”).

WHEREAS Seller makes an irrevocable commitment to sell the services, and represents and warrants that it can fulfill all obligations arising out of the contract,

Parties have agreed as follow:

DEFINITIONS:

Contract - means the agreement entered into between Seller and Buyer, as recorded in this Contract and its Annexes, which constitute an integral part of the contract.

Incoterms - rules or International Commercial Terms as series of predefined commercial terms published by the International Chamber of Commerce (ICC). They are widely used in International commercial transactions or procurement processes.

DDP - Delivery Duty Paid, referring to DDP Incoterms 2010, where Seller is responsible for arranging carriage and delivering the services at the named place, cleared for import and all applicable taxes and duties paid (e.g. VAT, GST).

Article I - Object of the Contract

- I. The contract is a supply contract involving purchases of the Supplies, as defined in Annex I, based on specific Quotation issued by the Seller and confirmed by the Buyer, or a Purchase Orders issued by the Buyer and confirmed by Seller. A specific sales transactions shall be considered concluded only in cases of a confirmed purchase order, or a confirmation of an offer.

2. The Buyer makes no commitment regarding the purchases, either in value or number of purchases, and shall be responsible only for the confirmed offers or confirmed purchase orders. The Buyer may, at its business discretion, not purchase any unit of any of the Services.
3. Technical specifications of the goods shall be set on each individual purchase and shall be recorded in the form of Annex I.
4. Seller is responsible to provide all services related to this Contract, which are incidental to the sales transaction.

Article 2 - Entry into force

1. The Service Provider agrees to execute and complete the services and duties under this Contract for the following period: XXXXXXXXXXXX. The period of performance may be modified upon written agreement of the Parties.
2. The contract will enter into force on the date signed by the Parties, and shall remain valid until terminated in accordance with this General Terms and Conditions or Applicable Law.
3. This contract is of non-exclusive nature.

Article 3 - Delivery terms

1. Delivery terms are DDP Incoterms 2010 at the place specified by the Buyer. Seller is responsible for arranging the carriage and delivering Supplies at the named place.
2. Delivery shall be initiated immediately after Buyer issues the purchase order and shall be effected within the deadline specified in the Schedule.
3. If Goods consist of equipment that need to be installed, delivery is complete with the installation of Goods from Seller at the named place.

Article 4 - Passing of risk and ownership

1. Seller bears the risk for the potential damage of Equipment's during delivery. If Buyer finds that Equipment's are damaged, or not conforming to the Contract, it is free of its duty to pay the purchase price.

Article 5 – Guarantee

1. Seller guarantees that it will deliver Services which are free from any right or claim of a third party. Seller guarantees that it will deliver Services that are of good quality, and in conformity to this Contract.

Article 6 - Price and payment terms

1. The Contract price shall be calculated on the confirmed quotation in annex I or confirmed purchase order.
2. The prices from the list of products represent the current market prices and will serve as a reference base and will remain fixed. The Product Price shall be calculated based on market prices when the order is submitted to the Seller on specific offer issued by the Seller and confirmed by the Buyer, or a Purchase Orders issued by the Buyer and confirmed by Seller. A specific sales transactions shall be considered concluded only in cases of a confirmed purchase order, or a confirmation of an offer.
3. The seller makes no commitment regarding the price variances.
4. The payment of the contract price shall be made within 15 (fifteen) days from the acceptance of Supplies, in compliance with the DDP Incoterms 2010, against presentation of the invoice by the seller to buyer, and has not raised any claim regarding the quality of the Supplies.
5. The invoice in order to be valid needs to be signed by both parties.
6. Payment will be made directly to the Service Provider upon submission of invoices and statements for Supplies delivered.

7. The Payment from paragraph 1 of this article shall be done in Euro in the bank account of the Service Provider. Payment is done upon successful completion and acceptance of the Supplies provided. Any bank charges which may occur in case of bank transfer shall be included in the total price provided in paragraph 1 of this article.
8. The Service Provider is an independent Contractor and not an employee, servant, agent, partner or joint venture of ATRC.
9. The Service provider of goods/services, when billing, where the evidence is provided by the contracting authority that the purchased goods/services are funded by donations, the billing will be without VAT, noting in the invoice the reference of Article 33, paragraph 3, subparagraph 3.1 of Law No. 05 / L-037 on VAT.
10. The Service Provider is responsible for applying and obtaining Labor Permit and Residence Permit, in applicable cases, and for its legal status in Kosovo.

Article 7 - Specification and standards

1. Seller agrees to supply Buyer pursuant to the terms of this Contract. Services provided under this Contract will, at the time of the supply, conform to the standards mentioned in the Specifications, and, when no applicable standard is mentioned, to the latest authoritative standards of the relevant institution of the Goods' Place of Origin, USAID or to EU Standards or Kosovo Standards, whichever of the three consist of higher standards.
2. ATRC shall have ten (10) working days from the delivery of any completed service prepared under this Agreement to respond in writing. If ATRC believes the completed product does not conform to the requirements of the Agreement, it will notify the Service Provider in writing within the above-mentioned ten (10) days and will indicate with particularity how the product fails to conform. In that event, the Service Provider shall have five (5) days to bring product into conformity for acceptance by ATRC. In the absence of such notice of non-conformance, acceptance of the product will be presumed.

Article 8 - Warranties and representations

1. Seller warrants that all Supplies provided under this Contract will have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by Buyer's Specifications), intellectual property claims from third parties, or from any act or omission of Seller, that may develop under normal use of the supplied Services under the conditions prevailing in Kosovo.
2. Buyer will promptly notify Seller in writing of any claims arising under this warranty.

Article 9 - Notifications and communication

1. Notices under this Contract must be in writing and sent to a party using the details in the Schedule or any replacement details notified in writing. Notices may be sent by email to the other Party if an email address is given in the Schedule, provided that a "read receipt" is given or some other evidence of receipt is given – for example a recipient's reply. If this is not given, then the notice must be sent by other means such as by postal service or by hand.

Article 10 - Confidentiality

1. Each Party agrees to keep confidential for as long as such information retains commercial value and in any event for at least three (3) years after the delivery date, any information of the other which is Confidential Business Information, and not to use such Confidential Business Information except in so far as it is required for performing the Contract or deploying or maintaining the Services or any products. This confidentiality obligation will not apply to the extent that the information is at the relevant time: (a) In the public domain; or (b) Known to the party receiving

the information otherwise than via a breach of this Contract; or (c) Required to be disclosed by a court or operation of law.

2. The Service Provider shall treat and maintain as confidential all information about the functioning of the Contracting Authority, information and the sources of the information, management system, donors and business partners, and any other information concerning the Contracting Authority business activities as well as any information received during the implementation of the tasks and responsibilities contained in this Agreement for the Service Provider. The obligation of confidentiality shall be interpreted broadly to include any type of business information.
3. All engagements and materials produced; any product or intellectual property created by the Service Provider during the completion of the tasks and responsibilities foreseen with this Agreement for the Contracting Authority, comprises and shall remain exclusive intellectual property of the Contracting Authority (work for hire).
4. Violation of obligations of confidentiality and related to intellectual property rights from this article will result in compensation for material damages and economic losses for the Contracting Authority by the Service Provider. This shall not limit the right of the Contracting Authority to initiate any other procedure for protection of its rights, including but not limited to administrative procedure and judicial procedure for the protection of all rights and legitimate interests of the Contracting Authority.
5. The Service Provider is obliged to protect information released or received with respect to the implementation of his duties and responsibilities foreseen with this Agreement and not disclose such information under any circumstances to a third party outside the Contracting Authority.
6. Copyrights. ATRC shall hold all rights, title, and interest in and to all data, report materials, reports, copyrights, artwork, illustrations and other original material produced pursuant to this Agreement.

Article 11 - Separability

1. If any provision of the Contract is held by the competent forum to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Parties are obliged to substitute such illegal, invalid or unenforceable clauses with a new one which matches the intention of the parties with respect to the issue regulated by the clause.

Article 12 - Amendments of the Contract

1. No agreement purporting to amend, modify, vary, explain or supplement the terms or conditions of the Contract will be binding on the Parties unless and until it is made in writing and signed by both Parties. Electronic communications between the Parties in the specified addresses in this Contract satisfies the writing requirement.

Article 13 - Termination of the Contract

1. Party may terminate the Contract in the event of:
 - a. The insolvency of the other Party or the filing and granting by the court of any bankruptcy petition against the Party, or if the other Party is unable to pay its debts, or a creditor seeks enforcement acts against the other Party;
 - b. A material breach of the Contract by the other Party, or a series of cumulative minor breaches which taken together are material. In the case of a remediable breach, the Party not in default will give the other defaulting party written notice of the breach and it will have seven (7) days (or such longer period stated in the notice) to remedy the breach, as a result of which failure, the Contract can be terminated;
2. A Party may terminate immediately for an irremediable material breach.
3. ATRC has the right to terminate this Agreement if the Service Provider does not deliver or delivers unsatisfactorily the tasks and responsibilities foreseen with this Contract; if it does not

deliver the obligations within the specified period provided in this Agreement; or commits a serious violation of the obligations contained in this Agreement.

4. The parties to this Agreement may terminate the Agreement with a prior written notice of 15 (fifteen) days, completing all contractual obligations up to the termination day.
5. ATRC may terminate this Agreement with a prior written notice of 7 (seven) days if any of the following events occurs: a) the ATRC changes any or all conditions of the Agreement with the Service Provider; b) ATRC terminates or otherwise cancels the Agreement with the Service Provider.

Article 14 – Final Provisions

1. The Contract contains the full understanding of the Parties, sets out a full allocation of risk between them, and constitutes a complete and exclusive statement of the terms and conditions of their agreement concerning matters referred to in this Contract. All prior negotiations, dealings, understandings and oral or written agreements regarding this Contract are now superseded by this Agreement.
2. Notwithstanding the provisions of the Clauses relating to delay or termination in case of breach, neither Party will be liable under this Contract if and to the extent that delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the affected party, and not involving that Party’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the affected party will promptly notify the other in writing of such condition and the cause.
3. This Contract is subject to the laws of the Republic of Kosovo. Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be resolved by the Basic Court in Prishtina.

Both parties fully understand this Contract and conditions set forth therein, and sign the same voluntarily without any coercion, intimidation or other form of pressure.

This Agreement is signed in two (2) authentic copies, one for each party.

For and on behalf of Buyer
Kushtrim Kaloshi, Executive Director
Date:
Stamp:

For and on behalf of Seller
XXXXXXXX
Date:
Stamp:

ANNEX I

Financial Proposal / Quote for the Services