

**DRAFT SUPPLY CONTRACT FOR SALE OF GOODS  
VEHICLE**

**FINANCED FROM THE EUROPEAN UNION FUND REPRESENTED BY THE EUROPEAN UNION IN KOSOVO**

**PROJECT: Response to Social Protection Challenges of the Marginalized communities Led by Innovation, Education and Functionality (RELIEF)**

**CONTRACT TITLE: Supply of a vehicle for the needs of project RELIEF  
Identification number RELIEF/001/2021**

This Contract for Sale of Goods - Vehicle (Hereinafter referred as “Contract”), has been entered into today on **05November 2021**, between the following contractual parties:

1. **NGO Labyrinth**, with business registration number 5102156-8, and registered address at GazmendZajmi No.39cPrishtinë, Kosovë, represented by SafetBlakaj, Executive Director Duly Authorized (hereinafter referred to as: Employer), on one side;

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

2. **Name of the Company**, with business registration number **xxxxxxxxxx**, and registered address at **xxxxxxxxxxxxxxxxxxxxxxxxxx**, Prishtinë, Kosovë, represented by **Name and Surname** :  
(Hereinafter referred to as the Seller)

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, (Hereinafter “**Goods**”).

*WHEREAS* Seller makes an irrevocable commitment to sell the goods, 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 goods at the named place, cleared for import and all applicable taxes and duties paid (e.g. VAT, GST).

### **Article 1 - Object of the Contract**

1. The contract is a supply contract involving purchases of the Vehicle, as defined in Annex 1, based on specific offer issued by the Seller and confirmed by the Buyer.
2. Technical specifications of the goods shall be set on each individual purchase and shall be recorded in the form of Annex 1.
3. Seller is responsible to provide all services related to this Contract, which are incidental to the sales transaction, which may include, but are not limited to:
  - a. Performance or supervision of on-site assembly/installation and/or start up of the supplied Goods;
  - b. Furnishing tools required for assembly and/or maintenance of the supplied Goods;
  - c. Furnishing a detailed operations and maintenance manual for each appropriate unit of the supplied Goods
  - d. Training of buyer's personnel, at Seller's plant and/or on-site, in assembly, startup, operation, maintenance, and/or repair of the supplied Goods.

### **Article 2 - Entry into force**

1. 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.
2. 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 Goods 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 are products that need not be installed, delivery is complete at the moment that they are handed over to Buyer at the named place. 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 Goods during delivery. If Buyer finds that Goods 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 Goods which are free from any right or claim of a third party. Seller guarantees that it will deliver Goods 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 each individual confirmed offer or confirmed purchase order. The prices shall be exclusive of all taxes and duties, including Value Added Tax (VAT).
2. The payment of the contract price shall be made within 15 (fifteen) days from the acceptance of Goods, in compliance with the DDP Incoterms 2010, against presentation of the invoice by the seller to buyer, and provided that the goods are defect free and Buyer has not raised any claim regarding the quality of the products.
3. The invoice in order to be valid needs to be signed by both parties.



### **Article 7 - Specification and standards**

1. Seller agrees to supply Buyer pursuant to the terms of this Contract. Goods supplied 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 of the EU Standards.

### **Article 8 - Warranties and representations**

1. Unless otherwise specified, Seller warrants that Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. Seller warrants that Goods will comply with the Specifications, are fit for their purpose and comply with applicable law and EU standards (whichever is greater).
2. Seller warrants that all Goods supplied 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 Goods under the conditions prevailing in Kosovo.
3. Unless otherwise specified, this warranty (including any amendments to it in the Special Conditions) will remain valid for no longer than (i) twenty-four (24) months after Goods (or any portion as the case may be) have been delivered to and passed the acceptance tests at the final destination indicated in the Contract, or (ii) for eighteen (18) months after the date of shipment from the port or place of loading in country/place of origin.
4. 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.

### **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.

### 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.

The Parties to the contract have signed and dated it below:

For and on behalf of Buyer  
SafetBlakaj, Labyrinth  
Date:  
Stamp:

For and on behalf of Seller  
Date:  
Stamp:

## ANNEX 1

### List of Goods

Goods	Technical Description	Unit Price	Other Notes