

On the basis of Article 30 of the Articles of Association of the Slovenian National Building And Civil Engineering Institute and in accordance with Article 5.3.2 of the Purchase Procedure (P.S.14-001), I hereby adopt the following

GENERAL TERMS AND CONDITIONS OF THE SLOVENIAN NATIONAL BUILDING AND CIVIL ENGINEERING INSTITUTE IN CLASS C PURCHASES

I. INTRODUCTION

The detailed terms and conditions are an integral part of the contract and equally binding as the contractual provisions, unless individual issues are explicitly regulated otherwise in individual contracts as agreed by the parties. In such cases, special agreements stipulated in the contract apply.

II. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

1. The Contractor hereby undertakes that it shall:

- a) Carry out the work taken over under the contract professionally and in a high quality manner in accordance with the applicable legislative, technical and other relevant regulations, the standards specified in the tender documentation, the established rules and the instructions provided by the Contracting Entity
- b) Enable the Contracting Entity to monitor the work during its performance at the place of establishment of the Contracting Entity or the Contractor and at the worksite, subject to prior announcement and in such a way that this shall not interfere with the normal work process
- c) Deliver the ordered work under the contract at the location of the Contracting Entity or at an agreed other location within the agreed deadline and in the manner specified in the detailed terms and conditions and in the contract
- d) Cooperate with the representative of the Contracting Entity during the performance of the work under the contract and notify the Contracting Entity of current problems and situations that may affect the performance of the contractual obligations
- e) Notify the Contracting Entity of potential subcontractors. If the Contractor engages subcontractors, it shall be responsible for their selection and for their work in the same way as if the Contractor had done the work itself
- f) Carry out an internal control of the work at its own expense, if necessary, and to submit the work under the contract free from error
- g) Make updates and corrections at its own expense if it finds that the work under the contract has been done inadequately

- h) Guarantee the quality of the work performed for 2 years after the final acceptance of the work under the contract, unless otherwise specified in the contract
- i) Bear the costs of the expert panels in the event of a dispute if the Contractor is found to be at fault.

2. The Contracting Entity hereby undertakes that it shall:

- a) Take part in the preparation of the work under the contract and provide the necessary real-time information in good time upon a reasoned written request from the Contractor, if this is stipulated in the Contract. Information available to the Contracting Entity under its responsibility shall be provided to the Contractor free of charge and only material costs can be charged for it
- b) Provide, in good time, information on preliminary works or pre-existing conditions, if the Contracting Entity does not entrust this to the Contractor. Failure by the Contracting Entity to provide the agreed information on time may give rise to the conclusion of an annex extending the implementation deadline due to a de facto delay in the delivery of the information
- c) Ensure that the information, which the Contracting Entity is required to produce by virtue of the contractual arrangement and which the Contractor urgently needs for the performance of the contract, is up to date and accurate. The Contracting Entity shall correct such information as soon as possible if, in the course of the performance of the work, the information is found not to be up-to-date and inaccurate. In such a case, the actual delay in the implementation deadline shall be established, for which it is possible to conclude an annex extending the implementation deadline.
- d) Arrange, in due time, potential claims against incorrect invoices/situations and see to all eligible payments to the Contractor.

3. General obligations:

- 3.1. The work under the contract shall be performed to the extent and within the deadline specified in the contract or in other documents that served as basis for the conclusion of the contract.
- 3.2. Both parties shall protect the trade secrets of the counterparty and its business partners, the confidentiality of all technical bases, technological processes and other information available to them in connection with the performance of the contract.
- 3.3. If the Contracting Entity ascertains that the quality of the work under the contract does not meet the contractual requirements, it may terminate the contract without any obligations and call on the bank issued performance guarantee or any other form of performance guarantee.

4. Reporting on the progress of the work:

Subject to previous request, the Contractor shall provide the Contracting Entity with progress reports. In this context, the terms used in the contract shall have the following meanings:

Report on the performed work (status report or report on the realisation of the work under the contract) with a clear presentation of the situation vis-à-vis the project. It shall be drawn

up in comparison with the description of the work under the contract, the timetable, the estimate of the work under the contract and the Contracting Entity's guidelines (completion of each stage, expiry of the contractual deadline, submission of the invoice, completion of the task).

A technical report shall be prepared at the end of the work under the contract and shall cover:

- A description of the work with an indication of all key data
- Changes in the course of the work
- Deviations from the project (task)
- Proposal to supplement the project
- List of problems (solved, unresolved) and attitude towards them
- Other relevant facts and documentation relating to the implementation of the project.

The technical report may also be required as a phase report (at the end of a phase) or as an interim report (at any point in time during the implementation of the work under the contract).

III. IMPLEMENTATION DEADLINES

1. The contractually agreed implementation deadline shall be deemed an integral part of the contract.

2. Any change to the implementation deadline shall be made in writing.

3. There may be an extension of the implementation deadline with no consequences for the Contractor:

- If the Contracting Entity fails to fulfil the conditions set out in the contract on which the progress of the work is dependent
- If the Contractor does not, through the fault of the Contracting Entity, receive in good time the information and explanations necessary for the implementation of the work under the contract as well as the results of preliminary and exploratory works as stipulated in the contract, or if the Contractor has requested further substantiated explanations in writing and it has not received them in good time
- If, in the course of the implementation of the work under the contract, there is a need to modify the deadline at the request of the Contracting Entity or the Contractor, if the Contracting Entity has given its consent, or if, during the performance of the work, preliminary information other than that established, requiring a modification of the deadline, is found. The Contracting Entity may give its consent to the modification of the deadline where the nature of the legal transaction so permits and the subsequent performance of the contractual obligations remains reasonable for the Contracting Entity and if this is permitted by the nature and purpose of the obligation
- If the change of the deadline is agreed between the Contracting Entity and the Contractor due to unforeseen obstacles. In the case of force majeure, the deadlines

shall be extended for at least the duration of the force majeure if the Contractor so requests, but only if the Contractor has immediately notified the Contracting Entity of the occurrence of force majeure and if the work, carried out by the extended deadline, is still sensible for the Contracting Entity.

IV. ACCEPTANCE OF THE WORK UNDER THE CONTRACT

1. The acceptance of the work under the contract covers:

- The delivery (quantity acceptance) of the completed work
- Inspection of the work delivered
- Elimination of potential deficiencies as instructed by the Contracting Entity
- Final acceptance (quality acceptance)

2. The delivery (quantity acceptance) of the completed work

2.1. Delivery

The quantity acceptance of the work under the contract shall be carried out by representatives of the Contractor and of the Contracting Entity by means of an acceptance document, which shall be mandatory for both parties.

2.2. Inspection of the work delivered

The Contracting Entity shall inspect the delivered work as soon as possible, as a rule within a period not exceeding 20% of the duration of the work under the contract, but no later than within the deadline stipulated in the contract, and shall inform the Contractor in writing of the results of the inspection.

If the Contracting Entity fails to inspect the delivered work within the agreed deadline or fails to inform the Contractor of the results of the inspection, the work shall be deemed to have been accepted on the first working day following the expiry of the deadline agreed for the inspection of the delivered work.

In the event of a larger volume of work under the contract of the same type, the Contracting Entity generally inspects only a part of the documentation. If the inspected work reveals errors or deficiencies, it may request the Contractor to carry out a detailed inspection and eliminate any deficiencies in the entire work under the contract. The costs of elimination of errors shall be borne by the Contractor.

2.3 Elimination of errors or deficiencies

If, on the occasion of a partial or complete inspection of the work, the Contracting Entity finds that the work is obviously deficient or manifests obvious errors, which may be remedied, it shall immediately inform the Contractor of this in writing and shall at the same time set a deadline within which to eliminate the errors or deficiencies. The Contractor shall repeat the internal control and, within the set deadline, eliminate any errors or complete the work under the contract. Once the internal control has been carried out, the Contractor shall draw up an internal control report.

If the Contractor fails to eliminate the errors or deficiencies within the time limit set by the Contracting Entity, the Contracting Entity may, of its own choosing, eliminate the errors itself or make a reduction in payment or withdraw from the contract. In such a case, the Contracting Entity may also call on the performance guarantee if it has been issued and if no other means can be used to recover the amount already paid.

The elimination of errors charged to the Contractor shall be charged at the actual costs incurred by the Contracting Entity for ensuring the elimination of errors, either by itself or with the assistance of a third party. The cost of elimination of errors shall not exceed the price fixed by the contract for the performance of that part of the contract that is the subject of the correction.

If the work under the contract is wholly useless or if the Contractor fails to eliminate the errors, the Contracting Entity may withdraw from the contract without first requesting the elimination of errors or deficiencies, and the Contractor shall return everything it has received under the contract, the amounts of money received being valued in the manner laid down for the calculation of the statutory interest on late payment or, if issued, the performance guarantee may be called on.

3. Final (quality) acceptance

3.1. The final (quality) acceptance shall be carried out by the representatives of both parties after inspection and elimination of any errors or deficiencies. The Contracting Entity may appoint a special expert committee to carry out the final acceptance on its behalf.

Minutes shall be prepared on the final acceptance. The work under the contract shall be deemed to have been finally accepted when the representative of the Contracting Entity signs the final acceptance minutes.

3.2. If errors or deficiencies have been found at the time of the delivery or inspection of the work under the contract, the work under the contract shall be deemed to have been finally accepted when the Contractor has eliminated all the deficiencies brought to its attention in writing by the Contracting Entity after acceptance and inspection of the report and after the representative of the Contracting Entity has signed the final acceptance minutes.

V. GUARANTEES

Guarantee for the quality of the performed work

The Contractor guarantees for the quality of the performed work for two years after the final acceptance of the work under the contract in accordance with the provisions of the Code of Obligations.

If, within two years of final acceptance of the work under the contract, there is any error discovered that could not have been detected during the regular inspection (hidden error), the Contracting Entity may require the Contractor to remedy the error without delay, provided that the Contracting Entity notifies the Contractor of the error as soon as possible and at the latest within one month from the time when the error was discovered.

VI. OWNERSHIP OF TECHNICAL DOCUMENTATION

1. All material collected in connection with the work under the contract and any rights arising from it shall be handed over by the Contractor to the Contracting Entity and shall become the property of the Contracting Entity after it has fulfilled its contractual obligations.
2. Where the subject matter of the contract is a copyright work, the author retains the moral rights therein and the material and all other copyrights are fully and definitively transferred to the Contracting Entity.
3. The Contractor may use the information or documentation, which it has received or had access to for the implementation of the work under the contract, exclusively for the purposes for which they were transferred to it and shall not have the right to reproduce, process, alter or dispose of them in any way. Furthermore, it shall make every effort to ensure that the documentation or information released do not come into the hands of unauthorised third parties and to prevent possible misuse by third parties.

At the time of the final delivery of the work under the contract, the Contractor shall return to the Contracting Entity everything the latter has provided for the implementation of the work and shall return (originals) or destroy (data copies in digital form) any information that it has received from the Contracting Entity in whatever form.

VII. DISPUTE RESOLUTION

The parties shall settle potential disputes arising from the contracts by mutual agreement and they shall endeavour to reach a mutually satisfactory solution. If no mutually agreed solution is reached, the disputes shall be resolved by the competent court with subject matter jurisdiction according to the location of the Contracting Entity.

VIII. GENERAL PROVISIONS

1. All amendments and modifications to contracts shall be valid only if they are concluded in writing.
2. If individual terms and agreements are not sufficiently precise in the contracts, an annex to the contract shall be concluded to give effect to the new agreement.
3. Any agreements (notices, communication, etc.) of the parties that may impact the performance of the contract shall be communicated to the other party in writing; otherwise, they have no legal effect for the other party.

IX. FINAL PROVISION

These General Terms and Conditions shall enter into force on the day following their publication on the internal web portal of the Slovenian National Building and Civil Engineering Institute.

Director
Assist. Prof. Dr Aleš Žnidarič, univ. dipl. inž. grad. /Civ. Eng./