



**Blood Transfusion Centre of Slovenia, Šlajmerjeva ulica 6, 1000 Ljubljana**, represented  
by acting director Peter Kavčič  
VAT ID No: SI24041262  
- as Contracting Authority

and

**Octapharma AG, Seidenstrasse 2, 8853 Lachen, Switzerland**, represented by its directors  
VAT number: CHE108025582  
- as supplier

conclude the following

### **C O N T R A C T No. JN 13/2020-MARIBOR 2022-29**

#### **Article 1**

The contracting parties hereby establish that:

- this contract was awarded based Framework agreement no. JN 13/2020 and inquiry from 11. 11. 2022.
- Contracting Authority has chosen supplier's is as the most favourable with Decision on the award of contract dated on 19. 12. 2022
- Basis for concluding the contract, in inquiry from Hospital Maribor.

#### **Article 2**

The subject matter of the contract is purchase of the medicine:

<b>PRODUCT NAME</b>	<b>Quantity</b>	<b>Delivery</b>
Albunorm 200g/l, 100 ml	8.676	on the basis of the agreement between Contracting Authority and supplier

#### **Article 3**

The contract value for the contract validity period is:

**510.148,80 € excluding VAT**

The price per unit is determined in the supplier's final bid dated on 11. 11. 2022, which is annexed, to this contract and an integral part. The price of medicine include all costs of

transport and delivery on the location of Contracting Authority. Contracting Authority subsequently will not recognize any costs not covered by the tender.

The quantities in the contract are indicative, as the hospital stated as such in demand. According to this contract, the contracting authority may order as many medicines as required by the contractual partner (hospital).

#### **Article 4**

On the issuing of the invoices supplier shall refer to the number of this contract.

Supplier will issue an invoice in 15 days after delivery of medicine. The basis for the issue of an invoice is the delivery note

Representative of Contracting Authority must confirm the invoice or reject – partial or in whole – within 8 days of the receipt. If the representative of Contracting Authority neither confirms nor rejects the invoice within 8 days from the receipt, it shall be deemed confirmed.

Contracting Authority shall pay invoice within sixty (60) days upon the receipt of the duly issued invoice, on the supplier's bank account number CH16 0023 0230 3893 5465 V at USB AG, CH-8098 Zurich, SWIFT: USBWCHZH80A

#### **Article 5**

Order and detailed instructions for successive delivery of medicine in accordance with this contract will be provided in writing by the responsible representative of Contracting Authority.

#### **Article 6**

The supplier undertakes to deliver appropriate documentation defined in the Specifications with medicine supply. Specifications are annexed to this contract and an integral part. Should the supplier fail to provide the documents required, the delivery is deemed incomplete.

#### **Article 7**

The acceptance shall be performed on the basis of the delivery note, signed by the responsible representatives of both contracting parties, upon a proper delivery of medicine on the location of Contracting Authority, Šlajmerjeva ulica 6, Ljubljana, warehouse, DDP (Incoterms 2010).

#### **Article 8**

The supplier shall undertake to:

- fulfill contractual obligations in a timely, correct and high quality manner in accordance with the regulations and standards in force;
- immediately inform the Contracting Authority in writing of any circumstances that could make quality and correct deliveries difficult or even impossible.

## **Article 9**

The responsible representative of Contracting Authority under this contract is Marjana Rus Iskra.

The responsible representative of supplier under this contract is Dmitri Titov.

Responsible representatives of both contracting parties shall be authorized to represent the contracting parties in all matters relating to obligations under this contract.

## **Article 10**

Anti-corruption clause:

Any contract in which a person promises, offers or gives any undue advantage to the representative or agent of Contracting Authority on behalf or for the account of supplier for the purpose of:

- obtaining business;
- concluding business under more favourable terms and conditions;
- omitting due supervision over the implementation of contractual obligations; or
- any other act or omission which causes contracting authority damage or by which the representative or the agent of contracting authority, the supplier or its representative, agent or intermediary are put, in a position to obtain an undue advantage,

shall be deemed null and void.

## **Article 11**

The contract may be modified or amended by written annex, approved and signed by both contracting parties.

## **Article 12**

The contracting parties agree to resolve any dispute arising from this contract amicably, with direct dialogues between authorised representatives of both contracting parties. Disputes which cannot be resolved in such a manner shall fall within the jurisdiction of the competent court in Ljubljana and shall be adjudicated according to Slovenian law.

## **Article 13**

This contract is concluded on the date of signature of the last contracting party.

## **Article 14**

The contract remains in force from 01.01.2023 to 31.12.2023.

Quantities are not determined in this contract, the contracting authority may order as many medicines as required by the contractual partner (hospital).

## Article 15

If the Contracting Authority is aware that the competent authority or court with the final decision found an infringement of labor, environmental or social legislation made by the contractor or its subcontractor, the contract will be terminated.

## Article 16

The contract has been drawn up in two (2) identical copies, of which Contracting Authority receives one (1) copy and Supplier one (1) copy.

Date: 22. 12. 2022

Date: 29. Dez. 2022

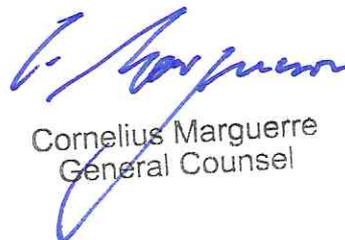
**Contracting Authority:**  
**Blood Transfusion Centre of Slovenia**

**Supplier:**  
**Octapharma AG**

**Peter Kavčič**  
**ACTING DIRECTOR**



  
Roger Maechler  
Chief Financial Officer

  
Cornelius Marguerre  
General Counsel