Prostovoljno gasilsko društvo Cerov Log (Volunteer Fire Department Cerov Log), Cerov Log 1A, 8310 Šentjernej, Slovenia, Tax ID No.: SI26776537, Registration No.: 5140293000, represented by its President David Kralj

(hereinafter referred to as the "Contracting Authority")

and

_____, Tax ID No.: _____, Registration No.: _____, Bank Account No. (IBAN): _____, maintained with _____, represented by _____

(hereinafter referred to as the "Supplier")

hereby enter into the following

CONTRACT

for the Supply of a Small Firefighting Vehicle for Interventions (VGV) (Ref. No. JN-01-01/2026)

I. INTRODUCTORY PROVISION

Article 1

The Contracting Parties initially establish that on …… the Contracting Authority published a public procurement notice on the Public Procurement Portal under sequential publication No. …… dated …… under the low-value procurement procedure for the supply of a small firefighting vehicle for interventions (VGV) (Ref. No. JN-01-01/2026), on the basis of which the Supplier was selected as the most advantageous tenderer by the Contract Award Decision dated ……

II. SUBJECT OF THE CONTRACT

Article 2

Under this Contract, the Supplier undertakes to supply a new small firefighting vehicle for interventions (VGV) with superstructure and associated equipment (hereinafter referred to as the "vehicle") under the terms and conditions and in accordance with the requirements set out in the procurement documentation and the Supplier's tender documentation No. …… dated ……, which are annexed hereto and form an integral part of this Contract. The Contracting Authority undertakes to pay the Supplier the contract value agreed upon in Article 3 hereof for the supply of the new vehicle.

III. CONTRACT VALUE

Article 3

The total contract value for the purchase and supply of the new vehicle referred to in Article 2 of this Contract amounts to:

Vehicle value excluding VAT	…… EUR
VAT (…… %)	…… EUR
Total contract value including VAT	**…… EUR**

Total contract value including VAT in words in EUR: ……/100.

The total contract value shall remain fixed and unchangeable throughout the entire duration of the Contract. The contract value includes all costs of manufacturing, superstructure, equipment, testing, type approval (homologation), certifications/test reports, training, and delivery and transport of the vehicle to the place of delivery specified in Article 4 hereof, including all taxes and duties.

IV. PLACE AND DEADLINE OF DELIVERY AND PASSING OF RISK

Article 4

Quantitative and qualitative acceptance (inspection and testing of the vehicle) shall take place at the Supplier's registered office or production facility, while final delivery and handover of the vehicle into possession shall be made to the Contracting Authority's registered office (PGD Cerov Log, Cerov Log 1A, 8310 Šentjernej, Slovenia) or to another mutually agreed location. Transport costs of the vehicle to the place of delivery are included in the contract value. The risk of accidental loss or damage to the vehicle shall pass from the Supplier to the Contracting Authority on the date of signing the Final Handover/Acceptance Protocol upon handover of the vehicle at the place of delivery.

The delivery period for the new vehicle is 12 (twelve) months from the signing of this Contract by both Parties (hereinafter referred to as the "delivery period").

V. PAYMENT TERMS

Article 5

The Contracting Authority undertakes to make payment no later than on the 30th day following receipt of a properly issued invoice, which the Supplier shall issue after the successful delivery and final acceptance of the vehicle. The mandatory basis for issuing the invoice and disbursement shall be the Final Handover/Acceptance Protocol referred to in Article 9 hereof, signed by both Parties.

Final handover/acceptance shall be deemed successfully completed when both Contracting Parties sign the Final Handover/Acceptance Protocol and the Supplier submits to the Contracting Authority the financial security for the rectification of defects during the warranty period referred to in Article 14 hereof.

VI. SUBCONTRACTORS

(Applicable only in the event of performance with subcontractors)

Article 6

The Supplier shall perform the subject of the Contract with the subcontractors listed in its tender. The Supplier shall be liable to the Contracting Authority for its associates and subcontractors as if it had performed the work itself.

The Supplier must notify the Contracting Authority of any changes to subcontractors and submit information on new subcontractors that it intends to subsequently involve in the manufacturing of the vehicle and equipment no later than within five (5) days of the change. In the event of involving new subcontractors, the Supplier must submit to the Contracting Authority, together with the notification, the details of the subcontractor referred to in this Article as well as completed and signed forms required for subcontractors in the procurement documentation, and attach a statement from the subcontractor indicating whether or not it requests direct payment.

The Contracting Authority shall reject any subcontractor if grounds for exclusion exist under Paragraph 1, 2, or 4 of Article 75 of the Public Procurement Act (ZJN-3). The Contracting Authority may also reject a proposal to replace a subcontractor or involve a new subcontractor if this could affect the uninterrupted manufacturing and supply of the vehicle and equipment, or if the new subcontractor does not meet the conditions set by the Contracting Authority in the procurement documentation. The Contracting Authority must notify the Supplier of any rejection of a new subcontractor no later than within ten (10) days of receiving the proposal.

The Supplier authorizes the Contracting Authority to make direct payments, on the basis of a verified invoice, to subcontractors who request this in writing. Subcontractors who submit a written request for direct payment agree that the Contracting Authority shall settle the subcontractor's claims against the Supplier in place of the Supplier. Where a subcontractor requests direct payment, the Supplier must mandatorily attach to its invoice the invoices of its subcontractors that it has previously verified.

If subcontractors have not requested direct payment in writing, the Supplier must send to the Contracting Authority, no later than within 60 days from the payment of the final invoice, its own written statement and the written statements of all subcontractors that were not paid directly, confirming that the subcontractor has received payment for the supplied goods or performed services directly related to the subject of the public procurement.

VII. CONTRACTUAL PENALTY

Article 7

If the Supplier delays the delivery period specified in Article 4 of this Contract due to reasons attributable to the Supplier, it undertakes to pay a contractual penalty of 0.5% of the total contract value including VAT for each calendar day of delay in delivery, up to a maximum aggregate amount of 10% of the total contract value including VAT.

VIII. DELIVERY AND HANDOVER

Article 8

Under this Contract, the Supplier undertakes to deliver the vehicle and hand it over into the possession of the Contracting Authority within the period specified in Article 4 of this Contract, and to transfer ownership thereof to the Contracting Authority upon payment by the Contracting Authority.

Simultaneously with the vehicle upon handover, the Supplier must also hand over to the Contracting Authority:

- a properly completed delivery note;
- all consignment notes (waybills) from the place of dispatch to the place of destination;
- prescribed certificates of attestations, type approval (homologation), and tests required for the vehicle and installed equipment;
- signed and stamped warranty certificates for the chassis, superstructure, and installed technical equipment;
- technical documentation and operating and maintenance manuals in the Slovenian and English languages;
- other documents as specified in the procurement documentation.

Operating manuals must be in the Slovenian and English languages. All equipment markings and operating instruction labels must also be in the Slovenian and English languages.

The Supplier must notify the Contracting Authority of the intended delivery via email or otherwise in writing at least five (5) working days prior to delivery. In the notification, the Supplier must state the proposed start date/time of acceptance and delivery and the mode of delivery. The Contracting Authority must confirm acceptance no later than within two (2) working days of receiving the notification. The Contracting Authority is not obliged to accept goods that have not been notified in this manner or whose delivery takes place contrary to the agreed method.

In the event of a delay in the delivery of goods that is not caused by force majeure or reasons attributable to the Contracting Authority, the Supplier shall be obliged to pay the Contracting Authority the contractual penalty referred to in Article 7 hereof. The contractual penalty shall be deducted upon payment of the contract price. The Contracting Parties agree that the Contracting Authority is not obliged to separately notify the Supplier that it reserves the right to the contractual penalty if it has accepted the goods after the Supplier was delayed in delivery. If the Contracting Authority suffers damage due to the Supplier's delay exceeding the contractual penalty, the Contracting Authority may claim full compensation from the Supplier for all damage caused by the delay.

The Supplier may terminate the Contract if the Contracting Authority causes it substantial damage through delay in payment. In the event of termination of the Contract, the Parties shall immediately settle with each other all amounts owed under this Contract, contractual penalties, statutory default interest, and any substantiated damages.

IX. VEHICLE ACCEPTANCE / HANDOVER

Article 9

Preliminary quantitative and qualitative acceptance of the vehicle (inspection and testing of the vehicle) shall be carried out at the Supplier's registered office or production facility, while final acceptance of the vehicle shall be carried out upon handover of the vehicle at the place of delivery specified in Article 4 hereof by means of a Final Handover/Acceptance Protocol signed by the Contract Administrators or authorized representatives of both Parties on the basis of properly delivered goods conforming in quantity and quality, together with accompanying accessories and documents.

The Supplier must facilitate preliminary vehicle acceptance for the duration required to verify contractual obligations. If vehicle acceptance is not completed within two (2) working days due to deficiencies on the part of the Supplier, acceptance shall be deemed unsuccessful. A written record shall be drawn up regarding the reasons for rejection, setting out the grounds for unsuccessful acceptance, agreed solutions to the deficiencies, and the deadline for their rectification. Acceptance shall likewise be deemed unsuccessful if the Supplier fails to hand over complete acceptance documentation to the Contracting Authority at handover. Such documentation shall include: chassis documents, Declaration of Conformity for the subject of the public procurement, proof of compliance with regulations and typification requirements, basic operating and maintenance manuals for the vehicle and all built-in devices and installed equipment, and other documents demonstrating compliance and technical faultlessness. All documents must be in the Slovenian and English languages. The vehicle, superstructure, and equipment must comply with all standards and technical regulations in force in the Republic of Slovenia and the European Union on the date of vehicle delivery.

As of the date of signing the Final Handover/Acceptance Protocol at the place of delivery, final acceptance of the vehicle and equipment listed in the Protocol is completed, except in the event of delay on the part of the Contracting Authority, in which case acceptance shall be deemed completed on the date of delay, provided the delivery is fully compliant. The Final Handover/Acceptance Protocol must clearly indicate: the contract number, date of acceptance, Vehicle Identification Number (VIN), and quantity and description of delivered items (by unit/piece).

Any vehicle found to deviate in any way from the requirements in the procurement documentation or the Supplier's tender documentation, or found not to comply with the provisions of this Contract and the technical specifications, shall be rejected, whereby the Supplier shall fall into delay. The same applies if non-compliance is established for any document that is required to accompany the vehicle. Rejection shall be recorded on the Handover/Acceptance Protocol.

If it becomes apparent that delivery of the vehicle is impossible due to an objective reason arising after the signing of the Contract, the Contracting Authority may terminate the Contract without any obligations, or may accept substitute performance in accordance with the regulations governing obligations (the Obligations Code), provided that the substitute goods possess equal or superior characteristics in every respect.

If the Contracting Authority fails to take delivery of the manufactured and compliant vehicle within the agreed deadline without a justified reason, it shall fall into delay. The Contracting Authority shall likewise fall into delay if it fails to sign the Final Handover/Acceptance Protocol within two (2) working days after delivery and submission of all documentation without a justified reason.

X. TESTING

Article 10

Upon preliminary acceptance, the Supplier must facilitate and carry out all necessary tests and inspections defining the technical characteristics of the vehicle and equipment. Testing shall be organized entirely by the Supplier (personnel, measuring equipment, testing ground, consumables, transport, etc.), which shall bear all costs associated with such testing. In the event that the Supplier is unable to perform certain tests itself, such tests shall be carried out by an independent accredited institution from an EU Member State. All tests and inspections must be documented in writing.

All tests and inspections as defined in the technical specifications and tender shall be performed. To prove vehicle characteristics, the Contracting Authority may also require additional tests at the Supplier's expense in the event of justified doubt regarding compliance.

In the event that the tests are unsuccessful or the results fail to meet the required or offered characteristics, acceptance shall be deemed unsuccessful.

Following successful quantitative and qualitative acceptance at the place of delivery, the Final Handover/Acceptance Protocol shall be signed, the validity of which shall commence on the date of submission of the financial security for the rectification of defects during the warranty period referred to in Article 14 hereof.

XI. WARRANTIES AND GUARANTEE OBLIGATIONS OF THE SUPPLIER

Article 11

The Supplier warrants to the Contracting Authority:

- that the delivered vehicle with superstructure and equipment operates faultlessly and is free from material defects;
- that the vehicle is free from legal defects (encumbrances/third-party claims);
- that the vehicle fully conforms to all technical descriptions, characteristics, and specifications provided within the procurement documentation and tender documentation annexed to this Contract;
- that the Contracting Authority shall acquire all rights attached to the vehicle, and the Supplier shall faultlessly fulfill all obligations attached to the vehicle.

The Supplier's warranty for latent defects in the goods shall remain valid for 180 days after final acceptance. If any of the aforementioned deviations or defects appear in any part of the supplied vehicle or equipment within this period and the Supplier fails to rectify them within the contractual deadline, the Contracting Authority may terminate this Contract in part or in whole.

The warranty for the chassis is _____ years or _____ km (whichever comes first). The warranty for the superstructure is _____ years from final acceptance of the vehicle (at least for the duration offered in the tender).

If the vehicle or an individual equipment assembly has been replaced or substantially repaired during the warranty period, the warranty period for the replaced or repaired part shall start running anew and the Supplier shall be obliged to issue a new warranty certificate.

XII. TRAINING

Article 12

The Supplier must provide training on the safe operation and maintenance of the vehicle and installed equipment for a duration of at least one (1) working day. Training shall be conducted after successful vehicle testing and constitutes a separate module for participants. Participants must receive written certificates for the completed training.

Training costs are fully included in the contract value referred to in Article 3 of this Contract.

XIII. RECTIFICATION OF DEFECTS AND SPARE PARTS

Article 13

The Supplier undertakes to provide uninterrupted servicing at its own expense for the rectification of defects in the supplied vehicle and equipment throughout the warranty period. The time of notification of a defect shall be deemed the time when the written message reaches the Supplier at the telephone number or email address specified in Article 16 hereof, provided it was sent by the Contracting Authority and contains the information necessary to identify the vehicle or equipment.

If a defect is not rectified within the contractual deadline, the Supplier must provide the Contracting Authority with equivalent replacement goods free of charge upon expiry of that deadline for the duration of the defect rectification. In such case, the warranty period shall be extended by the duration of the defect rectification. The Supplier undertakes that if the rectification of a defect takes longer than the agreed deadline, or if the same defect on an individual assembly or item of equipment recurs at least three times, it shall replace such assembly or item of equipment with an equivalent new one. All transport and other costs related to the rectification of defects during the warranty period shall be borne by the Supplier.

The Supplier must accept the subject vehicle for servicing within 24 hours of receiving notification. For minor defects occurring within the warranty periods, the deadline for defect rectification is seven (7) calendar days. For major repairs, the Parties may agree in writing on a longer rectification deadline. If the severity of the vehicle breakdown is such that it renders the vehicle non-operational for firefighting service, the Supplier must respond immediately upon notification by the Contracting Authority and, no later than within 48 hours at the vehicle's location or at an authorized service center, ensure that the breakdown is rectified and the vehicle restored to operational condition, or provide a replacement vehicle of the same type.

The Supplier must ensure the performance of regular servicing and the supply of original or equivalent spare parts for the offered vehicle and superstructure for at least ten (10) years after final acceptance. In the event of failure to fulfill the obligations under this Article, the Supplier shall be obliged to reimburse the Contracting Authority for all additional costs and damages incurred by the Contracting Authority as a result.

XIV. FINANCIAL GUARANTEES

Article 14

No later than within ten (10) days of receiving a copy of the Contract signed by the Contracting Authority, as a condition precedent to the validity of the Contract, the Supplier must submit to the Contracting Authority an irrevocable and unconditional bank guarantee payable on first demand, or other equivalent financial security (surety bond) approved in advance by the Contracting Authority, for the good and timely performance of contractual obligations in the amount of 10% of the total contract value excluding VAT, valid for at least 60 days beyond the delivery period specified in Article 4 hereof, which the Contracting Authority may enforce under the following conditions:

- if it becomes apparent that the Supplier is not performing delivery in accordance with the Contract, the requirements of the procurement documentation, or the technical specifications;
- if the Contracting Authority terminates the Contract due to breaches on the part of the Supplier;
- if the Contracting Authority terminates the Contract due to delay on the part of the Supplier;
- if the Supplier breaches its obligation to protect confidential information.

Submission of the financial security for good and timely performance of contractual obligations is a condition precedent to the validity of the Contract.

No later than upon signing the Final Handover/Acceptance Protocol, the Supplier must submit to the Contracting Authority an irrevocable and unconditional bank guarantee payable on first demand, or other

appropriate financial security permitted by the Contracting Authority, for the rectification of defects during the warranty period, in the amount of 5% of the total contract value excluding VAT, valid for at least 60 days longer than the longest warranty period stated in the tender.

On the date of submission of the financial security for the rectification of defects during the warranty period, the Contracting Authority shall return to the Supplier the financial security for good and timely performance of the contract, provided that final acceptance has been fully and successfully completed. Submission of the warranty security is a condition precedent to the final acceptance of the vehicle.

XV. FORCE MAJEURE

Article 15

Force majeure shall mean any unforeseen and unexpected events occurring independently of the will of the Contracting Parties, which the Contracting Parties could not have foreseen at the time of concluding the Contract and which in any way prevent or substantially impede the performance of contractual obligations.

The Supplier is obliged to notify the Contracting Authority in writing of the occurrence of force majeure no later than within two (2) working days of its occurrence and submit relevant evidence.

Neither Contracting Party shall be liable for failure to perform any of its obligations due to force majeure events beyond its control.

XVI. REPRESENTATIVES OF THE CONTRACTING PARTIES

Article 16

The Contract Administrator on behalf of the Contracting Authority is DAVID KRALJ.

- Telephone number: +386 31 339 728
- Email: pgdcerovlog1@gmail.com, kralj.david@gmail.com

The Contract Administrator on behalf of the Supplier is _____.

- Telephone number: _____
- Email: _____

XVII. ANTI-CORRUPTION CLAUSE

Article 17

Any contract in which someone, on behalf of or for the account of the other Contracting Party, promises, offers, or gives any undue advantage to a representative or intermediary of a public sector body or organization for:

- obtaining business, or
- concluding business under more favorable terms, or
- omitting due supervision over the implementation of contractual obligations, or
- any other act or omission by which damage is caused to a public sector body or organization, or by which an undue advantage is enabled for a representative of a body, an intermediary of a public sector body or organization, the other Contracting Party, or its representative, agent, or intermediary,

shall be null and void.

XVIII. RESOLUTORY CONDITION

Article 18

This Contract is concluded subject to a resolutory condition, which shall take effect in the event of the fulfillment of one of the following circumstances:

- if the Contracting Authority becomes aware that a court has established, by a final decision, a violation of labor, environmental, or social legislation obligations by the Supplier or a subcontractor, or
- if the Contracting Authority becomes aware that a competent state authority has established, during the performance of the Contract, at least two violations by the Supplier or a subcontractor relating to remuneration for work, working hours, rest periods, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship, or in connection with undeclared work, and for which a fine for a minor offense has been imposed on it by a final decision or multiple final decisions.

In the event that the Contracting Authority becomes aware of a violation, the Contracting Authority shall notify the Supplier thereof in writing within ten (10) days.

Within a time limit set by the Contracting Authority, which may not exceed 15 days, the Supplier may submit evidence that it has taken sufficient measures to demonstrate its reliability despite the existence of violations. If a violation exists on the part of a subcontractor, the Supplier may, within the same time limit, submit evidence that the subcontractor has taken sufficient measures to demonstrate its reliability despite the existence of violations. If the Supplier fails to submit evidence for the subcontractor, or if it does submit evidence but the Contracting Authority assesses that such measures are insufficient, the Supplier may replace the subcontractor within a time limit set by the Contracting Authority, which may not exceed 15 days in accordance with Article 94 of the Public Procurement Act (ZJN-3), or may itself take over the part subcontracted to that subcontractor, provided that such replacement or takeover does not constitute a substantial modification of the Contract. If the Supplier fails to submit evidence for itself or for the subcontractor, or if it does submit evidence but the Contracting Authority assesses that such measures are insufficient, or if the Supplier fails to take over the work itself or propose a new subcontractor, or if the Contracting Authority rejects a timely proposed new subcontractor in accordance with Article 94 of ZJN-3, the resolutory condition shall take effect provided that at least six (6) months remain from the time the Contracting Authority became aware of the violation until the expiry of the Contract. Notwithstanding the preceding sentence, the public procurement contract shall not be terminated if termination would cause disproportionate costs to the Contracting Authority, substantial difficulties in uninterrupted execution, or disproportionate delay, and provided that the Contracting Authority notifies the Supplier in writing no later than within 20 days of becoming aware of the violation that the Contract shall not be terminated.

In the event that the resolutory condition is fulfilled, this Contract shall be deemed terminated for this Supplier on the date of conclusion of a new public procurement contract for the subject procurement. The Contracting Authority shall notify the Supplier of the date of conclusion of the new contract.

If the Contracting Authority does not initiate a new public procurement procedure within 60 days of becoming aware of the violation, the Contract shall be deemed terminated on the sixtieth (60th) day after the Contracting Authority became aware of the violation.

XIX. FINAL PROVISIONS

Article 19

This Contract is concluded on the date of signature by the last of the two Contracting Parties and enters into force on the date when the Supplier submits to the Contracting Authority the appropriate financial security for good and timely performance of contractual obligations referred to in Paragraph 1 of Article 14 hereof.

This Contract may be amended or supplemented only by a written annex adopted and signed by both Contracting Parties, in accordance with the provisions of Article 95 of ZJN-3. If any provision of this Contract is or becomes invalid, this shall not affect the validity of the remaining contractual provisions. The invalid provision shall be replaced by a valid provision that corresponds as closely as possible to the purpose intended by the invalid provision.

The Contracting Parties agree that they shall attempt to resolve all disputes arising out of this Contract amicably through direct discussions between authorized representatives of both Contracting Parties. Should an amicable settlement between the Parties not be possible, the court of competent jurisdiction in Ljubljana shall have jurisdiction over disputes arising out of this Contract, governed by the law of the Republic of Slovenia.

This Contract is drawn up in two (2) identical counterparts, of which each Contracting Party shall receive one (1) signed counterpart.

Place: Cerov Log, date: ……	Place: ……, date: ……
Ref. No.: ……	Ref. No.: ……
CONTRACTING AUTHORITY:	**SUPPLIER:**
PROSTOVOLJNO GASILSKO DRUŠTVO CEROV LOG	**……**
(VOLUNTEER FIRE DEPARTMENT CEROV LOG)	
President:	Director / Authorized Representative:
David Kralj	……
_____	_____