In accordance with the Public Procurement Law of Bosnia and Herzegovina ("Official Gazette of BiH" No. 39/14), Article 7, paragraph (b) of the Provisions of the direct agreement procedure of the Faculty of Electrical Engineering in Sarajevo (No. 02-1-614/15 of the year 04.02.2015.) and the Decision on direct agreement (No. 02-4829 /17 of 27.12.2017.)

## CONTRACT ON PUBLIC PROCUREMENT

is concluded between the two contracting authorities:

Faculty of Electrical Engineering in Sarajevo - ID number: 4200304450006, based in Sarajevo, at Zmaja od Bosne bb, represented by Dean Prof. Dr. Samim / Malić / Konjicija (hereinafter: Buyer)

and

"National Instruments d.o.o." - ID number: SI88724891, based in Slovenia, at Kosovelova 15, 3000 Celje, represented by the authorized person mr. Andrej Drozg, Sales Manager (hereinafter: the Seller)

## Article 1. (Subject of Contract)

The subject of this Contract on public procurement (hereinafter referred to as the Contract) is the buying and selling of specialized control module and components (hereinafter: equipment) for advanced control systems for wind turbine from the Seller to the customer's needs and on the basis of direct agreement concluded between the contracting authorities.

## Article 2. (Obligations of the Seller)

The Seller is obliged to:

- deliver the equipment in accordance with the requirements, needs and order of the Buyer no later than 30 (thirty) working days from the time of signing the Contract,
- act in accordance with the Buyer's remarks, if any, with regard to deficiencies in the quality of the equipment supplied, and
- provide the warranty for the delivered equipment within 12 (twelve) months, beside of SW drivers with 90-day warranty period.

## Article 3. (Obligations of the Buyer)

The Buyer is obliged to:

- timely inform the Seller on the means, place and period of the delivery of the equipment,
- inform the Seller on potential omissions regarding the delivery and supply of the equipment, and



inform the Seller within a reasonable time on potential technical defects of the equipment

Article 4. (General Liability)

The general liability of the Seller must be limited to 100% value of the contract.

Article 5. (Payment)

The Buyer is obliged no later than 30 (thirty) days from the day of receiving the invoice to pay the Seller the price amounting to EUR 2.062,30 including transportation expenses, upon receiving the invoice. The arranged amount will be sent to the Seller's transfer account in the corresponding bank in Slovenia. The associated tax shall be calculated and paid in accordance with the law.

> Article 6. (Dispute Resolution)

For all potential disputes arising out of any of the articles of this Contract, the authorities agree to resolve issues and ambiguities through negotiation within a reasonable time, otherwise the court in the residence of the Buyer shall have the jurisdiction to adjudicate the dispute.

> Article 7. (Final Provisions)

The Contract is made out in four (4) copies, 2 (two) for each of the authorities. The Contract shall enter into the force on the day of its signing.

By signing the Contract personally, the contracting authorities agree to all the rights and obligations set forth in this Contract.

**SELLER** 

Authorized person mr. Andrej Drozg, Sales Manager

NATIONAL

Number: 02-1- /18

Date:

Dean Prof. Dr. Samim Konjicija

Broj: 02-370/18 Datus: 26.01.2018