

GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES

Zagreb, 15 June 2022

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These General Terms and Conditions for Procurement of Services (hereinafter referred to as: GTC) shall apply to every procurement of services and shall contain general terms and conditions under which the company Odašiljači i veze d.o.o. (hereinafter referred to as: OIV) procures services based on a contract/purchase order, unless otherwise agreed, in writing, by the Contracting Parties.

For the procurement of services by the Service Provider which provides service in accordance with special or exclusive right based on a special law or subordinate legislation, the provisions of these regulations shall apply.

For the procurement of services provided under a special law or subordinate legislation, the provisions of these laws and regulations and these terms and conditions which are not contrary to those regulations shall apply.

Any terms and conditions derogating from the terms and conditions herein, or from general terms and conditions of the counterparty, shall apply only if explicitly agreed upon, in written form, by OIV.

By accepting a purchase order or by signing a contract, these GTC shall become an integral part thereof.

If there is any discrepancy between provisions of the contract/purchase order and provisions herein, provisions set forth in the contract/purchase order shall prevail.

I. REQUEST FOR PROPOSAL

- 1.1. Depending on the the subject matter, type and complexity of the procurement procedure, when submitting a request for proposals and/or procurement documentation, OIV shall refer to general terms and conditions herein, and provide a Bidder, along with the request, with a blank contract, i.e., a blank framework agreement.
- 1.2. When submitting a request for proposal, OIV shall refer to general terms and conditions herein. Depending on the complexity and type of procurement subject matter, OIV may also, in its request for proposal, set out different terms and conditions.

II. PROCUREMENT DOCUMENTATION

- 2.1. In its Procurement Documentation (hereinafter referred to as: PD), OIV shall specify terms and conditions for specific procurement in relation to: the form and content of the bid, bid validity period, bid price, method and terms of payment, type, instruments and conditions of guarantee, bid selection criteria, technical specifications (description of the procurement subject), location and time of a bid opening procedure, the possibility of Bidders' authorised representatives being present at bid opening procedure and evidence which Bidders are obliged to provide, along with their bid, to demonstrate they meet the capacity criteria.
- 2.2. Terms and conditions specified in the procurement documentation shall not be modified and are binding for all parties in the procurement procedure.
- 2.3. PD may contain a blank contract or framework agreement, in which case they shall constitute an integral part thereof.
- 2.4. Where OIV, in specific procurement procedures, envisages different rules than those specified in the general terms and conditions herein, OIV shall specify the differences in the procurement documentation.

III. BID

- 3.1. A submission of a bid shall be construed as acceptance of these general terms and conditions. A bid is a declaration of intent, in written form, to provide services in line with OIV's terms and conditions and it shall contain all relevant elements of a contract.

- 3.2. All bids shall be prepared without any costs and fees charged.
- 3.3. Within the deadline for submission of bids, the Bidder may modify its bid or decide to withdraw it.
- 3.4. By submitting the bid to OIV, the Bidder guarantees that is authorised to provide services for which the bid is submitted, to possess sufficient material and human resources, machinery, etc. for the unfrustrated and uninterrupted performance of the offered services.
- 3.5. If the Bidder, during the bid preparation, had noticed omissions or ambiguities in the OIV's requirements, including the bill of quantities (item descriptions, missing items, incorrect units of measure, etc.), these omissions or ambiguities shall be clarified before the bid is submitted. If the Bidder establishes on the basis of the factual situation, proposed types and quantities of services or its work experience that a certain version in the type of services in terms of better quality would be more favourable, then such services shall be described and clarified in detail with OIV prior to submitting the bid.
- 3.6. The Bidder is obliged to examine the PD and related documentation and after conducting a visit to the place of the provision of service, if provided for by PD, to submit to OIV in writing all detected deficiencies or ambiguities or defects in the description of individual items of the bill of quantities or doubts related to the provision of services. The Bidder shall duly inform OIV in writing of any omissions or deficiencies detected at the place of the provision of service which would be established by conducting an on-site visit of the place of provision of service. Subsequent comments made by the Service Provider shall not be accepted.
- 3.7. With supervision services, expert supervision, engineering supervision from the field of construction (hereinafter referred to as: supervision services), the Bidder is obliged to thoroughly inspect the relevant construction site i.e. the building where it is necessary to perform the works which are the subject of supervision service, and it shall be deemed that the Provider of Supervision Services is fully aware of the scope and type of necessary works, that all descriptions of items on the bill of quantities are unambiguous, which shall be confirmed by signature and certified with the seal of the Bidder. When providing supervision services, the Provider of Supervision Services shall follow the course and dynamics of works which are the subject of supervision and shall coordinate all its demands and claims from OIV accordingly. In the event that the Bidder of supervision service fails to fulfil the obligations herein, the Bidder shall assume all incurred damage.
- 3.8. In the event of legal obligation of procuring auditing services of the main design, such a service can be ordered individually or in the course of preparations of the main design.
- 3.9. Acceptance of procurement documentation by the Bidder shall not constitute any obligation for OIV towards the Bidder. OIV shall select a bid as per its own criteria. The works shall be deemed contracted upon the conclusion of a relevant contract/purchase order which shall stipulate the terms, value and method of payment for the services provided, as well as all other relevant facts in this regard.
- 3.10. An integral part of the bid constitutes a completed and signed bill of quantities and a workplan of the provision of services if one is provided for in the PD or otherwise, by which the Bidder demonstrates the offered completion date for the provision of service. If the Bidder fails to provide a bill of quantities or any of the bid selection criteria or changes the text or quantities/measures in the bill of quantities, such a bid shall be deemed incomplete and invalid and shall not be taken into consideration.

IV. BID SECURITY

- 4.1. If so requested by OIV, the Bidder undertakes to submit a bid security, along with its bid, in the amount and form specified in the procurement documentation in the event that the Bidder

withdraws its bid within bid validity period, fails to provide corrective documents, fails to accept a correction of a miscalculation, refuses to sign a contract or framework agreement, i.e., fails to sign a contract or framework agreement within a period of 3 (three) business days from the date of its receipt or failure to provide a mutually agreed workplan of the provision of services, if provided for by the procurement documentation or otherwise, within a period of 5 (five) business days from the day of concluding the contract or failure to submit performance guarantee or framework agreement when such a framework agreement stipulates that an agreement be concluded or performed.

- 4.2. All aforementioned events shall be listed exhaustively in the bid security.
- 4.3. The bid security shall be charged when one (any) of the aforementioned conditions is fulfilled with respect to the Bidder.
- 4.4. In lieu of the bid security, the Bidder may guarantee its bid with a cash deposit in the amount equal to the required bid security. In the event herein, the Bidder shall submit evidence of the cash deposit.
- 4.5. In the event of a joint venture (joint bid) by several business entities, the bid security shall be addressed jointly to all members of the joint venture, and not exclusively to one member, and it shall specify that it pertains to a joint venture or each member may submit a bid security severally for their part of the guarantee. In such case, the cumulative amount of the submitted bid securities shall equal the total amount of the bid security as required. In the event of a joint venture by several business entities, one member can make the cash deposits for all members jointly or each member can make a cash deposit severally for their share of the bid security. In such case, the cumulative amount of the cash deposits shall equal the total amount of the the bid security as required.
- 4.6. In the event when the bid security is not charged, OIV shall return the bid security to bidders within a period of ten days from the date on which a contract or framework agreement has been signed, i.e., performance guarantee has been provided, a copy of which shall be deposited.
- 4.7. If the Bidder is required to extend the existing bid security for the reasons of bid security validity or is required to submit a new bid security, it shall be obliged to extend the bid security or provide a new bid security within a period of not less than 15 calendar days before the existing bid security expires. Otherwise, OIV shall retain the right to charge the existing bid securities.
- 4.8. The type and amount of bid security, consequences in the event that OIV is forced to use the bid security, the return of the bid security, the possibility for OIV to use the bid security, obligation to provide a new bid security in case of bid security period extension, consequences for failing to provide a bid security and other relevant provisions concerning the bid security shall be regulated in the PD or otherwise, on condition they derogate from these GTC.
- 4.9. Failure to submit a bid security shall be construed irremediable defect and such a bid shall be rejected.

V. PURCHASE ORDER

- 5.1. The purchase order shall contain the following information: number and date, contract number (if available), description and quantity, unit price and total price and completion date for the provision of service. Purchase order once issued shall, as a rule, be irrevocable and final. Purchase order may be withdrawn, replaced or cancelled only on reasonable grounds.
- 5.2. In the event of the counterparty's failure to meet deadlines, non-performance or defective performance of obligations, OIV can unilaterally cancel the purchase order, and shall be entitled to indemnities, covering the full amount of damage incurred. Indemnity shall include compensation for loss of profit.

VI. CONTRACT

- 6.1. OIV may conclude contracts in which the subjects of procurement are both goods/ equipment and partly services or works. In such cases, the contract for procurement of services shall be the contract with higher estimated procurement value of services.
- 6.2. In the event that the contract for the procurement of services also includes the procurement of works, the General Terms and Conditions for the procurement of works shall apply along with these GTC.
- 6.3. In the event that the contract for the procurement of services also includes the procurement of goods/equipment, the General Terms and Conditions for the procurement of works shall apply along with these GTC.
- 6.4. Where a procurement procedure is initiated with a view to concluding a procurement contract with successive provision services, estimated price shall be determined in line with the accepted bid, based on unit prices up to a determined maximum amount, which shall not be binding for OIV.
- 6.5. For contracts with successive procurement of services, the Service Provider shall perform the services from the subject of procurement successively, in line with OIV's needs and based on a purchase order. In such cases, OIV shall not be obliged to procure the entire quantity of procurement subject matter.
- 6.6. In the event that a blank contract constitutes a part of the PD, the Service Provider shall return the signed contract to OIV no later than 3 (three) business days from the date of receipt. Otherwise, it shall be construed that the Service Provider has withdrawn from the contract. In the event herein, OIV shall be entitled to charge bid security.
- 6.7. In procurement procedures, when a blank contract does not constitute an integral part of the PD, the Service Provider shall submit the response to the agreed upon draft contract to OIV within the stipulated deadline, which shall not exceed 3 (three) business days from the date of receipt. Until the conclusion of the contract the Service Provider shall provide OIV with all answers to inquiries related to the conclusion of the contract and comments to OIV's draft contracts within the stipulated deadline and it shall deliver its comments within the stipulated deadline which shall not exceed 7 (seven) calendar days from the date of receipt. OIV shall provide the Service Provider with a response within 7 (seven) calendar days from the date of receipt. When the contract has been agreed in writing, the Service Provider shall return the signed contract to OIV within the stipulated deadline which shall not exceed 3 (three) business days from the receipt of the agreed draft contract. Otherwise, it shall be construed that the Service Provider has withdrawn from the contract. In the event herein, OIV shall be entitled to charge the bid security. OIV shall retain the right to disqualify such a Service Provider from subsequent procurement procedures for the period of up to two years.
- 6.8. When concluding an annex to a contract, irrespective of who had initiated the procedure, the Service Provider shall provide OIV with a response to the draft annex within the stipulated deadline which shall not exceed 3 (three) business days from the date of the receipt. Until the conclusion of the annex the Service Provider shall provide OIV with all answers to inquiries related to the conclusion of the annex and comments to OIV's draft annex within the stipulated deadline and it shall deliver its comments within the stipulated deadline which shall not exceed 3 (three) calendar days from the date of receipt. Otherwise, it shall be construed that the Service Provider had accepted the draft annex and that it had been agreed, and as such OIV shall deliver it to the Service Provider for signing. The Service Provider shall return the signed annex to OIV within the stipulated deadline which shall not exceed 3 (three) business days from the date of receipt of the agreed draft annex. Otherwise, it shall be construed that the agreed annex had been concluded and that deadlines for the performance of the obligations subject to the agreed annex have commenced from the deadline for the signing of the annex.

- 6.9. In the event when certain provisions of the contract fail to be agreed, and when the blank contract does not constitute an integral part of the PD, or annex, and when such provisions pertain to volumes of goods, item descriptions, prices and dates of completion, OIV shall retain the right to engage a certified court expert of the relevant profession whose expertise shall be deemed final. This provision shall apply when the Service Provider and OIV fail to agree provisions of the contract, in situations when the blank agreement does not constitute an integral part of the PD or annex even after 14 (fourteen) calendar days from the beginning of efforts to reach an agreement. The costs pertaining to court expertise shall be borne by OIV and the Service Provider in equal share.
- 6.10. In the event of discrepancy between the contract and annexes thereto, the contract shall prevail. In the event of discrepancy between annexes to the contract, the relevant annexes drafted by OIV shall prevail. In the event of discrepancy between annexes drafted by OIV, OIV shall determine the relevant document.
- 6.11. In the event of a joint venture by several business entities, unless otherwise specified in the Contract, all partners shall be jointly and severally liable.

VII. FRAMEWORK AGREEMENT

- 7.1. OIV may initiate a procurement procedure with the aim of concluding a framework agreement.
- 7.2. OIV may conclude a framework agreement with one or more Service Providers. The purpose of a framework agreement shall be to specify terms and conditions under which single contracts/purchase orders are to be concluded over a specific period.
- 7.3. Framework agreement shall not oblige OIV to conclude a procurement contract based on such underlying framework agreement.
- 7.4. Negotiation completion dates, conclusion and return of signed framework agreements to OIV are subject to provision of Articles 6.6. and 6.7. of these GTC.
- 7.5. The conclusion of annex to the framework agreement, failure to agree certain provisions of the framework agreement when it does not constitute an integral part of the PD and discrepancy between the framework agreement and annexes thereof shall be subject to provisions of Articles 6.8., 6.9. and 6.10. of these GTC.

VIII. CONTRACTS WITH SERVICE PROVIDERS OF DIFFERENT PRIORITIES

- 8.1. OIV may initiate the procurement process with the aim of concluding more procurement contracts with the same procurement subject matter with two or more Service Providers from which the Bidder with the most advantageous tender constitutes the Service Provider with priority A.
- 8.2. The purpose of contracts with Service Providers of different priorities is to ensure OIV's business continuity and reduce adverse impacts arising from dependence on a sole provider.
- 8.3. Procurement documentation shall also specify conditions and modalities of prioritising as well as other elements of contracting with Service Providers of different priorities.

IX. PRICE

- 9.1. Price for services shall represent the value to be paid by OIV to the Service Provider and shall be specified in the contract/purchase order. It shall consist of unit price and total price. Value added tax (VAT) shall be calculated in line with applicable laws and subordinate legislation.
- 9.2. All service costs shall be included in the price in all types of contracts and framework agreements, unless calculation and payment of the cost of services is otherwise provided for by

special laws, subordinate legislation or tariffs of costs pursuant to laws or subordinate legislation.

- 9.3. For contracts with successive procurement of services, total price shall be set in accordance with the contract, and it shall be calculated based on single most advantageous prices from the bill of quantities or unit prices from the bill of quantities in case when a bill of quantities is provided for with the purpose of providing a specific service, up to a maximum amount under the contract/purchase order, and shall not be binding for OIV.
- 9.4. In the case of a framework agreement, total estimated non-binding value shall be the value for the duration of the framework agreement.
- 9.5. The price shall include all costs and rebates taking into consideration the type of service provided (procurement of materials, transfer to the place of the provision of service, unloading and carrying of equipment and tools to the place of the provision of service, accommodation costs, per diems, working hours at the place of the provision of service, consumables, etc.), waste disposal and similar costs, as well as costs of implementation of occupational health and safety at work measures in accordance with the applicable Labour Act and Occupational Health and Safety Act. The price shall include other levies which the Service Provider is required to pay for any reason, with no hidden costs for OIV, for the entire duration of the contract.
- 9.6. The price shall include the cost of security of the surrounding areas outside the area of the provision of service and protection of OIV's assets and assets of OIV's users and lessees.
- 9.7. Procurement, supply and installation of materials for the provision of services of individual items shall be considered included in the unit price of the item even when it is not explicitly stated in the description of the item. Unit prices, even when not stated in a specific paragraph, shall include all the costs (services and material) required to ensure appropriate accommodation for the Service Provider and landfills.
- 9.8. When providing services which require office premises, the price shall include appropriate office premises for the purpose of the provision of services.
- 9.9. The prices stated in the contract are permanent and fixed, and all possible increases of the price of service or materials during the provision of service are contained therein. Such increases shall not impact the price, unless otherwise defined by the contract/purchase order or otherwise. Prices shall remain unchanged even in the event of changed circumstances.
- 9.10. For supervision services, if the price is determined in a total amount, the price determined in such a way shall not change due to surplus of works and shortage of works.
- 9.11. For supervision services, if the price is not determined in a total amount, the unit price shall apply also to surplus of works if they do not exceed 10% of the contracted volume of works of a specific item of the bill of quantities. If the executed amount of works exceed 10% of the contracted volume of works, OIV shall reserve the right to adjust prices in accordance with the real market price confirmed by an authorised supervisor, with a detailed price analysis, previously prepared by the Service Provider, which shall clearly present items of the cost of materials as well as installation costs.
- 9.12. The price for services can be determined in a fixed total amount according to turnkey project principle.
- 9.13. With support services of the second level, the price shall include all the costs of the Service Provider that provides its professional staff with diagnostics and troubleshooting as well as the implementation of periodic software upgrades on the equipment that is the subject matter of the service.
- 9.14. With support services of the third level, the price shall include all the costs of the equipment manufacturer and the Service Provider. Support service of the third level can be an annual or multiannual service of the manufacturer as the Service Provider which, in the stated period, guarantees repair or replacement of equipment/devices free of charge, and also, in the stated

period, ensures the right to upgrade the software used on the equipment to the latest version. Furthermore, the Service Provider shall be required to provide a guarantee of the equipment manufacturers in order to eliminate any possible malfunctions of the equipment caused by the software, and in this case the service price of the third level shall include all the costs of the Service Provider.

- 9.15. The turnkey provision does not exclude modification to the contracted price due to payments made for subsequent works.

X. CALCULATION OF PAYMENT, INVOICING AND PAYMENT TERMS

- 10.1. Calculation of payment of services as a rule shall be made based on fixed and unchanging contracted unit prices and measurements of undisputedly ordered and actual provided volume of services in accordance with the contract and applicable standards for a certain type of service, on the basis of an approved record of executed services or other appropriate written document on the execution of services (hereinafter referred to as: the record of executed services). OIV shall make the payment within a period of 60 (sixty) days from the date of issuance of a valid invoice, based on actual provided volume of services.
- 10.2. For the actual performed volume of services, no additional cost or increases in amounts of services shall be recognized. Derogation from the provisions hereof shall be made possible exclusively in the event when the individual item in the bill of quantities explicitly states otherwise. Unit prices for individual items shall remain unchanged even if there is a reduction in the actual performed volume of services.
- 10.3. If the fee for provided services is charged monthly, the Service Provider shall invoice it on the last business day of the month for the current month, provided that the records of provided services are signed by OIV. In this case, OIV shall pay the fee for provided services monthly after the services have been provided, within a period of 60 days from the date of issuance of a valid invoice, based on the actual performed volume of services.
- 10.4. If the service fee is charged as a monthly lump sum, the contract/purchase order shall specify in detail the manner, volume and scope of the service covered by that amount, as well as the conditions under which the service exceeding the established frameworks included in the monthly lump sum shall be charged. Unit prices of services specified by a monthly lump-sum shall remain fixed and unchanged in the amount for the entire duration of the contract.
- 10.5. The fee for support services of the second level provided by the seller of the equipment shall be calculated in the monthly amount.
- 10.6. The fee for support services of the third level ensured by the equipment manufacturer shall be calculated simultaneously with the calculation of goods/equipment which are the subject matter of the procurement at fixed and unchanging unit prices from the bill of quantities. The fee for the extension of support services of the third level shall be calculated as a one-off payment at the beginning of the provision of service.
- 10.7. The fee for services of preventive and corrective maintenance of software shall be calculated as a monthly lump sum, whereas the fee for services of adaptive and systemic maintenance shall be calculated in accordance with the approved and actual realized upgrades based on the contracted bill of quantities.
- 10.8. The fee for emergency preparedness service shall be calculated in a monthly lump sum, and the fee for intervention service shall be calculated in accordance with actual intervention performed with the purpose of removing disturbances/interruptions and the material used, pursuant to the record of the executed service, and based on unit prices.
- 10.9. The fee for services of work supervision lasting up to 30 days shall be calculated by means of final certificate. The Provider of Supervision Services shall be authorized to issue to OIV the final certificate upon completion of works which were the subject of the supervision. OIV shall pay

for provided supervision services within sixty (60) calendar days upon mutual signing of approved records of executed services and successful technical inspection of works which are the subject of the supervision, if one is provided for, based on the issued valid final payment certificate. Final certificate can be issued, at the earliest, after successful handover and successful technical inspection of works which are the subject of supervision if one is provided for.

- 10.10. If the contract provides for the provision of supervision service of works lasting for over 30 days, the Provider of Supervision Services shall, as a rule, charge for the provided supervision service of works monthly, by means of interim certificates and final certificate. The Provider of Supervision Services shall authorise interim certificates and final certificate of the Contractor based on previously reviewed and with the Contractor agreed upon and verified measurement book based on the actual performed volume of work and the materials installed. The Provider of Supervision Services shall verify the interim certificate within seven calendar days from their receipt by the Contractor. The Provider of Supervision Services shall, in written form, report to OIV on the undertaken activities. The Provider of Supervision Services shall submit the monthly interim certificate to OIV no later than the 25th of the month for which the certificate is submitted and OIV shall verify the certificate within a period not exceeding 10 (ten) calendar days from the date of the submission of the certificate. OIV shall pay for provided services of supervision within sixty (60) calendar days upon verification of the undisputed part of interim certificates, on the basis of a valid issued invoice. In the event that OIV should dispute the interim certificate with regards to quality, volume and type of performed supervision services, it shall be obliged to pay the undisputed part within the stipulated period, and discuss the disputed part with the Service Provider no later than the issuing of the subsequent certificate.
- 10.11. When providing services of supervision of works in phases, with final certificate for provided supervision services of each individual phase at least 10% (ten percent) of the value of the provided services of the phase shall remain.
- 10.12. If the price for services is determined in a fixed total amount as a turnkey project, the payment shall be calculated based on the purchase order/contract or otherwise.
- 10.13. The Service Provider shall attach previously approved receipts and certificates of its subcontractors to the invoice.
- 10.14. The Service Provider shall attach to the invoice a specification of all hours spent on providing services for OIV which shall contain at least the following data: a brief description of the service, hourly rate (if applicable with respect to the type of service) and the date of the provision of the service, related costs if contracted, if these data are not visible from the records of executed services.
- 10.15. If the invoice is not valid, no obligation of payment shall be construed and OIV shall return the original invoice to the Service Provider for correction, and the Service Provider shall be required to correct the invoice and re-submitted it within three days.
- 10.16. Default interest for late payment shall amount to 6 % on an annual basis, unless otherwise provided for in the contract/purchase order.
- 10.17. When issuing invoices, consignment notes, interim certificates and final certificates and other documents, the Service Provider shall make reference to the reference number, identification number of the contract/purchase order.
- 10.18. An invoice shall contain all elements as stipulated by law.
- 10.19. Relevant elements such as price, invoicing, delivery of invoice, payment due date and other necessary elements shall be regulated in contract/purchase order or otherwise.

XI. PLACE OF PROVISION OF SERVICE

- 11.1. The place of provision of service shall be regulated in the contract/purchase order or in another appropriate manner, and if contracted that the Service Provider shall provide services in the geographical area of the Republic of Croatia, the geographic area of the provision of service is the area where the Service Provider shall accept all orders by the Purchaser for thusly contracted services.
- 11.2. If the place of the provision of service is an OIV facility, OIV shall, prior to the commencement of the provision of service, issue the Service Provider with a permit to access the facility.
- 11.3. With OIV's prior written consent, and prior to the commencement of the provision of service, the Service Provider shall determine the boundaries of the place of the provision of service.
- 11.4. Unless otherwise specified in the contract/purchase order or otherwise, the Service Provider shall agree to, at its own expense, provide water, necessary connection to the electricity network and water installation and accompanying hygienic and technical infrastructure for the entire period of the provision of service, with no additional charges, so that services could be performed in a safe and unfrustrated manner. In the event that OIV provides water, electricity and accompanying hygienic and technical infrastructure, OIV shall reserve the right to charge the actual cost of their usage.

XII. MAINTENANCE OF THE PLACE OF PROVISION OF SERVICE

- 12.1. Services shall be conducted in a manner that noise emission, dust and the like are reduced as much as possible. For the entire duration of the provision of service, the Service Provider undertakes to remove waste daily in an adequate and specially organized container and regularly remove and dispose of waste at no additional charge.
- 12.2. For the entire duration of the provision of service, the Service Provider undertakes to keep the place of the provision of service clean and tidy.
- 12.3. The Service Provider undertakes to perform delivery and removal of all necessary materials, workers, tools, special equipment and machinery required for the provision of services without any additional charge, unless it is explicitly stated as an item in the bill of quantities. No vertical and horizontal transport necessary for the provision of services shall be charged additionally. The Service Provider shall compensate a possible lack of premises required for material disposal by disposing material at an appropriate location, and the Service Provider shall bear all the expenses incurred thereof.
- 12.4. Upon the completion of the provision of service or in the event of the termination of the contract, the Service Provider shall be obliged to establish the place of the provision of services by removing the waste resulting from the provision of service in accordance with laws and subordinate legislation governing environment protection.

XIII. OCCUPATIONAL HEALTH AND SAFETY MEASURES AND FIRE PROTECTION MEASURES

- 13.1. For the entire duration of the provision of services, the Service Provider shall be obligated to duly comply with the provisions of laws and subordinate legislation governing the area of occupational health and safety, as well as with all internal regulations of OIV. The Service Provider shall notify persons who are not included in the provision of service and passers-by about all the dangers with appropriate signage.
- 13.2. If laid down by the contract/purchase order or by other appropriate means for the type of service which is provided, the construction site shall be registered with authorised occupational health and safety department in accordance with applicable regulations.

- 13.3. OIV undertakes to ensure the availability of the facility, unrestricted access to the place of the provision of service as well as minimum space around it so that services could be provided in a safe manner, unless otherwise provided by the contract/purchase order or otherwise.
- 13.4. The Service Provider shall be responsible for keeping records pertaining to occupational health and safety.
- 13.5. Specific hazards associated with the risk of fire can occur in places of storage of flammable materials and liquids and electrical installations during the provision of services. When providing services with open fire, the Service Provider shall remove all combustible materials from the place of the provision of services and shall close all bottom openings when services are provided in a multi-level building.
- 13.6. The Service Provider shall be obligated to properly store combustible gases and liquids in accordance with OIV's Rulebook on fire protection. In case when there is a small amount of the above mentioned material, then it can be stored in the open space, whereby the distance of the temporary storage is at least 15 m from the possible ignition sources (e.g. wooden barracks, combustible material landfills, public roads, high voltage and the like).
- 13.7. If there is a possibility of fire arising from the provision of services, the Service Provider shall provide water for fire extinguishing, if there is no hydrant network nearby.
- 13.8. If there is a possibility of fire which should not or cannot be extinguished by water, the Service Provider shall provide special extinguishing agents and train workers to handle them.
- 13.9. The Service Provider shall request the assistance of firefighters if it estimates that its team cannot extinguish the fire, and shall prohibit access to the fire to unauthorised people and shall shut down the power supply.

XIV. COMPLETION DATE AND TIMELINES FOR PROVISION OF SERVICES

- 14.1. The Service Provider shall commence providing the contracted services immediately upon signing the contract, in accordance with OIV's purchase order (signing of the Contract).
- 14.2. The dynamics of the provision of services should be implemented in such a manner that they take place continuously, without unnecessary interruptions and with good coordination of all services in the area in which services are provided, especially taking into account that, when providing services that depend on weather conditions, they are provided in the best possible manner to take advantage of the period of relatively stable weather conditions. No additional fee shall be charged for extensions of working hours within a business day and for work on Sundays and holidays, for work in special conditions, work at height, etc.
- 14.3. With intervention maintenance, the Provider of emergency preparedness service and intervention service shall respond and come to the location and rectify the disturbance/interruption without delay, but not later than as foreseen in the contract/purchase order. The Service Provider's warehouse address shall be deemed the starting point of the intervention, unless otherwise defined by the contract/purchase order or otherwise. In the event of unforeseen services not defined by the bill of quantities, the Service Provider shall, promptly after its detection, provide an estimate of total costs of unforeseen services and materials, which shall be approved by OIV before their provision. OIV reserves the right to engage another service provider if it does not accept the bid for contingency services and materials. The Service Provider shall provide a telephone and fax number as well as an e-mail address for the purpose of reporting disturbances/interruptions by an authorised person from OIV, continuously 24/7, including religious and secular holidays. Immediately upon the receipt of a written request for an intervention, the Service Provider shall send OIV a written confirmation of the receipt of the intervention request. Upon the receipt of the request by OIV i.e. the receipt of an intervention request, the Service Provider shall go to the location, specified by OIV in the report, where the disturbance/interruption had occurred. The relevant location shall be entered in the intervention request. The Service Provider shall comply with all the completion dates of service

execution provided by this contract. Upon the arrival to the place of the disturbance/interruption specified by OIV, the Service Provider shall bring the spare material or part thereof which is sufficient for the rectification and repair of the disturbance/interruption and shall rectify the malfunction. For the duration of the contract all accommodation costs, per diems of the Emergency Response Team and the likes shall be borne by the Service Provider. Transportation costs of the Emergency Response Team, equipment and spare material to the place of intervention shall be borne by the Service Provider, unless otherwise provided for in the contract/purchase order.

- 14.4. The Service Provider undertakes to complete and deliver all services within the completion dates provided by the contract.
- 14.5. With a successive contract, the Service Provider shall submit to OIV reports in accordance with the timelines for the provision of services for the entire duration of the provision of service.
- 14.6. Services can be contracted on the basis of a turnkey project. In this case, the Service Provider undertakes to perform the services or parts of some services not specified by the contract/purchase order in accordance with OIV standards. For the said interventions, the Service Provider shall not be entitled to any additional charges from OIV.
- 14.7. Contracted completion dates for the provision of services may be extended in the event of force majeure, pursuant to the provisions of the contract.
- 14.8. In the event the of the provision of supervision services, working hours and time spent on the construction site shall be determined and distributed in a manner that the service can be provided, i.e. adapted to the dynamics of works of the Contractor previously approved by the dynamic workplan of construction works. The Provider of Supervision Service shall inform OIV and the Contractor about planned holidays and/or illness of the supervising engineer, and in due time propose to OIV appropriate expert substitute.
- 14.9. The Service Provider shall submit in writing the request for an extension of the agreed completion date for the completion of service for any reason for OIV's authorisation within the period no longer than 2 business days since the date when it learned about the disturbance which had caused the delay. Otherwise, it shall not be entitled to extension of the completion date.

XV. CONTRACTING OF SERVICES IN PHASES

- 15.1. If the provision of services is provided for in phases, the Service Provider undertakes to conclude and hand over all the services of a particular phase in accordance with the workplan for the provision of services, and not later than the completion date provided by this contract. Each phase shall have its own workplan for the provision of services.
- 15.2. Within a period no longer than five (5) business days from the date of conclusion of the contract or issuance of a purchase order, the Service Provider shall deliver to OIV a mutually agreed upon workplan for the provision of services of a particular phase. Thusly agreed upon workplan for the provision of services of a particular phase shall become an integral part of the contract or purchase order.
- 15.3. OIV and the Service Provider can agree upon and specify completion dates for the provision of services of a particular phase by annexes to the contract.
- 15.4. Upon the handover of each individual phase, the Service Provider undertakes to ensure OIV unobstructed use of the scope of the project.

XVI. SUPERVISION

- 16.1. The Service Provider shall afford for OIV unrestricted supervision over the provision of contracted services.

- 16.2. When supervision services are provided by multiple Service Providers, the Service Provider whose subject of the procurement has a higher value shall be responsible for coordination.

XVII. PARTICIPATION OF SUBCONTRACTORS

- 17.1. The Service Provider shall not assign or transfer to a third party the rights and obligations arising from the contract, without prior written consent from OIV.
- 17.2. The Service Provider shall not be authorised to engage subcontractors without prior written consent of OIV. The Service Provider shall be obliged to ensure that OIV is not disadvantaged by contracting with a certain subcontractor.
- 17.3. In the event the subcontractor fails to fulfil contractual obligations and/or provides poor quality, the Service Provider shall be obliged to terminate the subcontractor's engagement at OIV's request.
- 17.4. The Service Provider shall issue purchase orders to subcontractors in its own name and on its own behalf.
- 17.5. The Service Provider shall bear all and any liability for activities undertaken, failure to fulfil contractual obligations and/or poor quality of fulfilment thereof by any subcontractor, worker or subcontractor's intermediary, in the same manner as if they were activities undertaken, failure to fulfil contractual obligations and/or poor quality of fulfilment thereof by the Service Provider.
- 17.6. If the Service Provider were to engage a subcontractor without prior written consent, it shall be construed as a material breach of the contract.

XVIII. RISK OF ACCIDENTAL DAMAGE OR PERISH

- 18.1. When the Service Provider provided the material for the provision of services, and the goods have sustained damage or perished due to any reason before the handover to OIV, the risk shall be borne by the Service Provider and it shall be entitled neither to compensation for the provided material nor to compensation for its work.

XIX. QUALITY CONTROL AND HANDOVER OF PROVIDED SERVICES

- 19.1. The Contracting Parties shall commence the control of provided services within the period specified in the contract/purchase order, and no later than five (5) business days after their completion. In the event of the provision of services in phases, OIV reserves the right to request for the handover of certain groups of services within a particular phase even prior to the completion of all services.
- 19.2. Final quality control of provided services shall be performed during the control of provided services. After the control of provided services, a record of services executed between authorised representatives of both contracting parties shall be compiled without delay, no later than five (5) calendar days from the date of delivery of a written notice by the Service Provider about the completion of the provision of services.
- 19.3. The Service Provider shall be liable for the control expenses if it did not enable OIV to perform the control of all provided services in due time.
- 19.4. If a particular type of service requires it, the Service Provider shall submit to OIV all the evidence and certificates of volume and quality of provided services and enable their control.
- 19.5. If a particular type of service requires it, the Service Provider shall, prior to the handover, update the attest documentation of provided services at its own expense.

- 19.6. Representatives of both contracting parties shall be present during the control of provided services.
- 19.7. The Service Provider shall, at its own expense, rectify all the defects of provided services, which shall be recorded in the minutes within the mutually agreed reasonable completion date, which may not be longer than the date specified by the record.
- 19.8. The services shall be deemed as accepted by OIV upon mutual signing of approved records of executed services. The process of handover of all executed services shall thereby be successfully completed.
- 19.9. With the intervention maintenance, emergency preparedness service and intervention service, disturbance/stoppage shall be deemed as rectified if measurements determine that there are no more irregularities and/or after if it was approved by OIV and after the record of provided services was signed. The record shall constitute an integral part of the report on the performed intervention by authorised persons of both parties. If, prior to signing of the record a defect to the performed intervention is established, the Service Provider shall rectify the defects and complete the intervention in a satisfactory manner. The Service Provider shall no later than ten (10) business days after each performed intervention, or rectification and repair of disturbances/interruptions submit to OIV a report on the performed intervention. The record of performed services and the bill of quantities of used spare material whose prices shall not be higher than the unit price from the contract, shall constitute an integral part of the report on the performed intervention. A verified report by OIV on the performed intervention shall be the basis for the issuance of a monthly bill.
- 19.10. In the event of the provision of supervision services, prior to the completion of all works of the Contractor or the entry in the site diary that works under the construction contract have been executed, the Service Provider shall perform supervision service of performed works at the construction site in the presence of representatives of the Contractor and OIV and compile and verify a record on quality control and handover of works. If the report on quality control and handover of works identifies defects and/or non-performed works, the Service Provider shall not be able to enter in the site diary that works under the contract have been performed. OIV shall give the Contractors an approved appropriate completion date for the removal of defects or completion of non-performed works. Immediately after the rectification of the defects or completion of non-performed works, a new inspection of works on the construction site shall be performed and a new record of quality control and handover of works shall be compiled, until all the works at the construction site are fully performed.
- 19.11. In case of performing several consecutive types of services and in case of commissioning a part of previously provided services, or in case when subsequent control of previously provided services is not possible, control and handover of provided services shall be partial.
- 19.12. When providing supervision services of specific types of work on the construction site which are followed by other types of works (e.g., reinforced concrete works/steel load-bearing structures, wall and floor finishes prior to laying down of final floor structure or wall claddings and floorings, reinforced concrete works/metalwork, etc.), it is necessary to perform handover of provided supervision services of previously executed works by recording and signing the site diary and measurement book of the party which had performed previous works and the party which takes over the state of performance and continues with its type of works. Thereby the party which performed the works shall hand them over in the state specified by the design and according to professional standards or other special regulations.

XX. INSURANCE AND LIABILITY FOR DAMAGES

- 20.1. The Service Provider shall undertake all necessary measures to prevent the occurrence of possible material or non-material damage for OIV in the course of the provision of services, or shall compensate to OIV all the incurred damage in full and at its own expense.

- 20.2. The Service Provider shall compensate all the damage caused to OIV and/or third parties which occurred when providing services by its employees and by other equipment and by conducting contrary to professional standards and OIV's instructions.
- 20.3. For the entire duration of the provision of services under the contract/purchase order, the Service Provider shall undertake all necessary measures for security and protection of facilities, works, equipment, materials, workers, passers-by and traffic.
- 20.4. In the event of breach of contractual relationships (non-performance or faulty performance of obligations) the Service Provider shall compensate to OIV all damage, to the full amount of the damage.

XXI. QUALITY OF PROVIDED SERVICES, GUARANTEE PERIOD AND SERVICING DURING GUARANTEE PERIOD AND MAINTENANCE AND SUPPORT SERVICE DURING GUARANTEE PERIOD

- 21.1. The Service Provider shall provide services professionally and properly, with its material and equipment, in the manner and within the completion date specified by the contract/purchase order, in accordance with approved regulations, professional standards, technical and Croatian standards and due professional care
- 21.2. If the Service Provider does not provide services in the manner and within the completion dates specified by the contract, regulations and professional standards, technical regulations and Croatian standards, as well as other relevant applicable regulations and professional rules, OIV shall be entitled to demand the suspension of further provision of services and require rectification of defects or continuation of the provision of services in accordance with the contract/purchase order.
- 21.3. If the Service Provider fails to comply with OIV's request described in the foregoing paragraph no later than five (5) business days upon the receipt of the request, OIV shall be entitled to terminate the contract by a written notification with immediate effect and request compensation of incurred damage. In the event of multiple untimely or unprofessional performance of services, OIV reserves the right to terminate the contract, and shall be entitled to compensation.
- 21.4. If a guarantee period is provided for a particular type of service, the Service Provider shall, within the guarantee period, respond to OIV's request without delay, within 8 (eight) days the latest, and rectify defects within a reasonable period of time. Otherwise, OIV shall be entitled to rectify defects at the expense of the Service Provider which the Service Provider shall pay within thirty (30) calendar days.
- 21.5. Within a month of their detection, OIV can invoke latent defects which could not have been detected by an ordinary inspection, unless otherwise defined by the contract/purchase order or otherwise.
- 21.6. If any irregularities in provided services are identified during the guarantee period, the Service Provider shall, without delay or within the completion date defined by the contract, entirely at its own expense rectify all identified deficiencies.
- 21.7. The Service Provider shall, within the guarantee period, provide and deliver parts necessary to repair the malfunction or rectify defects or replace installed equipment, without delay and no later than 48 (forty-eight) hours of the receipt of OIV's request for repair, unless otherwise defined by the contract/purchase order or otherwise. The guarantee period shall be extended for the duration for malfunction repair.
- 21.8. During the guarantee period, proactive third level 24 hour support (support of equipment manufacturers) shall be guaranteed to OIV. Parameters of the quality and support regime (SLA) shall be regulated by the contract/purchase order.

- 21.9. The Service Provider shall not charge for the used spare parts, equipment, materials and programs which have become defective during the guarantee period due to poor quality of production, or quality of materials, poor construction, as well as for a failure in production.
- 21.10. The Service Provider shall bear all the expenses of servicing covered by the guarantee period, including the costs of transport and insurance, as well as the costs of representatives of the Service Provider.
- 21.11. Maintenance and support service during the guarantee period, unless otherwise provided by the contract/purchase order, shall include:
- 21.11.1. replacement of parts (hardware) according to manufacturer's standards which include expected time of availability of the substitute product at OIV's location (provided by the contract/purchase order or otherwise) within the next business day or no longer than 3 days
 - 21.11.2. supply of new versions of software (software releases/updates)
 - 21.11.3. full 24/7 access to the producer's knowledge base
 - 21.11.4. 8/5 possibility to escalate problems to the manufacturer' technical centre.
- 21.12. Immediately upon the receipt of a written malfunction report, the Service Provider shall send to OIV a written confirmation of the receipt of the report.
- 21.13. The Service Provider shall afford for OIV unrestricted expert supervision over the provision of the contracted service.
- 21.14. Exceptionally, OIV may specify a different beginning date and length of the guarantee period, which shall be specified in procurement documentation and/or contract.
- 21.15. The beginning date and the length of the guarantee period as well as other relevant provisions related to guarantees shall be specified in the contract or otherwise.

XXII. CONTRACTUAL PENALTY

- 22.1. Where the Service Provider fails to perform any obligations under the contract/purchase order in a timely manner, the Service Provider undertakes to pay for each day of delay an amount of 0.5 % (zero point five percent) of the total contracted price and the total contractual penalty shall not exceed 10 % (ten percent)e, unless otherwise provided in the contract/purchase order or otherwise.
- 22.2. Payment of contractual penalty shall not release the Service Provider from the obligation to meet its contractual obligations.
- 22.3. Where, as a result of the delay of the Service Provider in performance of contractual obligations, OIV suffers damage exceeding the amount of the highest liquidated damages, OIV shall be entitled to indemnities beyond the amount of liquidated damages, covering the full amount of the damage incurred.
- 22.4. In the event of the delay of the Service Provider in performance of any obligation under the contract purchase order of more than 30 (thirty) calendar days after specified completion dates under the contract/purchase order, OIV shall, in addition to liquidated damages and indemnities, have the right to terminate the contract with immediate effect.
- 22.5. Given the specificity of the provision of service, the level of liquidated damages and the method of their calculation as well as the definition of the maximum amount of liquidated damages can be determined in another appropriate way by the PD, contract/purchase order.
- 22.6. The Service Provider shall pay contractual penalty within a period of 10 (ten) days from the date on which an invoice is issued. Otherwise, OIV shall charge the amount of contractual penalty from the existing bid securities.

XXIII. GUARANTEE FOR RECOVERY OF ADVANCE PAYMENT

- 23.1. As a rule, OIV shall not make advance payments, unless it so specifies in PD or in extraordinary situations when it is so specified in the contract.
- 23.2. Where advance payments are made, the Service Provider shall provide advance recovery guarantee in the amount of the contracted advance.
- 23.3. In lieu of the advanced recovery guarantee, the Service Provider may guarantee with a cash deposit in the amount equal to the stipulated advanced recovery guarantee.
- 23.4. If the Service Provider is required to extend the existing advanced recovery guarantee or required to submit a new advance recovery guarantee, it shall be obliged to extend the guarantee or provide a new advance recovery guarantee within a period of not less than 15 calendar days before the existing advance recovery guarantee expires. Otherwise, OIV shall retain the right to charge the existing bid securities.
- 23.5. Delivery time, amount, form, repayment and other relevant provisions related to advance recovery guarantee shall be specified in the contract/purchase order or otherwise.

XXIV. PERFORMANCE GUARANTEE

- 24.1. For the breach of any contractual obligations, the Service Provider shall provide a performance guarantee for a contract, or for a framework agreement when performance is stipulated therein, or for a contract based on the underlying framework agreement when no performance obligation is specified in the framework agreement.
- 24.2. OIV shall charge the amount of contractual penalty from the performance guarantee. The Service Provider undertakes to ensure that the performance guarantee provides the possibility of charging contractual penalty as specified in this Article.
- 24.3. Where a framework agreement is concluded, a performance guarantee shall specify a percentage for the maximum contracted price, which shall not be binding for OIV, unless otherwise stipulated by the contract/purchase order or otherwise.
- 24.4. In lieu of the performance guarantee, the Service Provider may guarantee its contract performance with a cash deposit in the amount equal to the stipulated performance guarantee.
- 24.5. In the event of a joint venture (joint bid) by several business entities, the performance guarantee shall be addressed jointly to all members of the joint venture, and not exclusively to one member, and it shall specify that it pertains to a joint venture or each member may submit a performance guarantee severally for their part of the guarantee. In such case, the cumulative amount of the submitted guarantees shall equal the total amount of the performance guarantee as required. In the event of a joint venture by several business entities, one member can make the cash deposits for all members jointly or each member can make a cash deposit severally for their share of the bid security. In such case, the cumulative amount of the cash deposits shall equal the total amount of the the bid security as required.
- 24.6. Unless otherwise specified by the contract/purchase order or otherwise, when concluding annexes that might result in an increase of the contracted price, the Service Provider shall submit a new guarantee issued in proportional increased amount so that it shall amount to 10% (ten percent) of the new total contract value with annexes or it shall provide a guarantee for the difference in the amount. In the event the contract is extended, the Service Provider shall extend the performance guarantee validity, unless otherwise specified in the contract/purchase order or otherwise.
- 24.7. If the Service Provider is required to extend the existing performance guarantee or required to submit a new performance guarantee, it shall be obliged to extend the guarantee or provide a new advance recovery guarantee within a period of not less than 15 calendar days before the

existing advance recovery guarantee expires. Otherwise, OIV shall retain the right to charge the existing bid securities.

- 24.8. The type and amount of performance guarantee, consequences in the event that OIV is forced to use performance guarantee, the return of the guarantee to the Service Provider, the possibility for OIV to use the guarantee, obligation to provide a new guarantee in case of guarantee period extension, consequences for failing to provide a guarantee and other relevant provisions concerning performance guarantee shall be regulated in the contract/purchase order or otherwise.

XXV. INSURANCE CLAUSE

- 25.1. When provided for by PD, contract/purchase order or otherwise, OIV shall from the Provider of Supervision Services require guarantees of authorised engineers for professional liability insurance when providing supervision services.
- 25.2. Types of required policies, conditions of insurance, insured risks, scope of risk, policy value, policy duration and other detailed provisions shall be defined by the PD, contract/purchase order or otherwise.

XXVI. GUARANTEE FOR DEFECT LIABILITY PERIOD

- 26.1. OIV may request from the Service Provider a guarantee for defect liability period. A guarantee for defect liability period shall be valid in cases where the Service Provider fails to fulfil the obligation to rectify potential defects which may occur within the guarantee period.
- 26.2. In lieu of the defect liability guarantee period, the Service Provider may guarantee its contract performance with a cash deposit in the amount equal to the stipulated defect liability guarantee.
- 26.3. In the event of a joint venture (joint bid) by several business entities, the defect liability guarantee shall be addressed jointly to all members of the joint venture, and not exclusively to one member, and it shall specify that it pertains to a joint venture or each member may submit a defect liability guarantee severally for their part of the guarantee. In such case, the cumulative amount of the submitted guarantees shall equal the total amount of the defect liability guarantee as required. In the event of a joint venture by several business entities, one member can make the cash deposits for all members jointly or each member can make a cash deposit severally for their share of the defect liability guarantee. In such case, the cumulative amount of the cash deposits shall equal the total amount of the the defect liability guarantee as required.
- 26.4. If the counterparty is required to extend the existing defect liability guarantee or required to submit a new defect liability guarantee, it shall be obliged to extend the guarantee or provide a new defect liability guarantee within a period of not less than 15 calendar days before the existing defect liability guarantee expires. Otherwise, OIV shall retain the right to charge the existing bid securities.
- 26.5. Upon expiration of the warranty period, OIV shall return the defect liability guarantee to the counterparty on condition that the Service Provider has fulfilled all obligations arising from the warranty period.
- 26.6. The type of defect liability guarantee, guarantee amount, defect liability period, consequences in the event that OIV is forced to enforce the guarantee, return of the guarantee to the Service Provider, the possibility for OIV to use the guarantee, obligation to provide a new guarantee in the case of guarantee period extension, consequences for failing to provide a guarantee and other relevant provisions concerning defect liability period shall be regulated in the contract/purchase order or otherwise.
- 26.7. If for objective reasons, the Service Provide is unable to permanently rectify the damage caused by provided service within 48 hours, with the prior written consent of OIV, the Service Provide

agrees to carry out temporary remediation no later than 48 hours from the receipt of the request in order to prevent greater damage of OIV's assets.

XXVII. INTELLECTUAL PROPERTY

- 27.1. In the event of procurement of service protected by laws and subordinate legislation regulating industrial property rights, the Service Provider shall for OIV ensure the level of usage of industrial property rights which is necessary for the purpose for which OIV procures the service, unless otherwise specified by the PD, contract or otherwise.
- 27.2. In the event of procurement of service protected by laws and subordinate legislation regulating copyright and related rights, the Service Provider shall, in favour of OIV, establish the perpetual copyright of the works, including the reproduction and adaptation right, unless otherwise specified by the PD, contract or otherwise.
- 27.3. The fee for the use of intellectual property (industrial property and copyright and related rights) by the Service Provider shall be included in the price.
- 27.4. Other relevant provisions pertaining to intellectual property shall be regulated in the contract, purchase order or otherwise.

XXVIII. ENERGY EFFICIENCY AND ENVIRONMENTAL ACCEPTABILITY

- 28.1. When procuring services which have or might have an impact on significant energy use or different environmental impacts, when applicable, technical specifications for procurement and bid selection criteria shall include requirements on energy efficiency and environmental acceptability, and bid evaluation process shall take into consideration energy efficiency and environmental acceptability, all in line with PD.
- 28.2. When applicable, OIV shall, as a rule, apply the following criteria to assess energy use, consumption and efficiency during planned or expected operational useful life of a product, equipment and service, which are expected to have significant impact on energy efficiency: energy consumption, energy cost, required number of units per year, costs of annual maintenance and repair, expected lifespan and disposal costs.
- 28.3. In order to safeguard natural environment, and where applicable, OIV shall generally apply the following criteria for environmental assessment: release or leakage of substances and mixtures that may pose threat to environment and/or release of heat, noise, vibration from stationary or diffuse sources into air and soil as well as light pollution with excessive lighting intensity from a single source to the environment.
- 28.4. The provisions of the aforementioned articles shall apply to the procurement of services including packaging in which the goods/equipment were delivered.
- 28.5. Technical specifications for energy supply shall, as a rule, contain requirements ensuring efficient energy use, for example, requirements for energy quality, energy availability, environmental impact and similar. If necessary, specifications proposed by an energy supplier may be used.

XXIX. FORCE MAJEURE

- 29.1. The Contracting Parties shall not be liable for non-performance of any obligation if such non-performance is a result of force majeure event - an event beyond the control of the Contracting Parties and not a consequence of their own will, which directly impacts performance of contractual obligations and is not a result of negligence, which could not have been anticipated or avoided, provided that the Party affected by force majeure event has notified the other party thereof.

- 29.2. Force majeure shall include, but shall not be limited to, natural disasters, war, strike, embargo, restrictions.
- 29.3. In the event of force majeure, the affected Party shall do everything possible to fulfil its obligations.
- 29.4. The Contracting Party affected by force majeure event shall forthwith notify the other Party, in writing, thereof, it shall provide evidence for force majeure event and specify which obligations it is not able to meet as a result of force majeure event. In the event of force majeure, the causes of which last longer than 30 (thirty) days, OIV shall reserve the right to terminate the Contract by way of written notice and with immediate effect.

XXX. CONFIDENTIALITY

- 30.1. Any confidential business information, business secret or data provided by one Contracting Party to the other Contracting Party or any information disclosed by Contracting Parties or by any other person on their behalf and in relation to the contract or any provision therein or any information obtained during the contract performance shall be confidential. The Contracting Parties shall not disclose any information concerning the content of the contract, without a prior written consent of the other Party. In addition, the Contracting Parties cannot prevent each other from disclosing any such information when doing so is requested by relevant authorities, when this is necessary in judicial procedure or if so prescribed by law.
- 30.2. The Contracting Parties shall be responsible for the conduct of their employees, for those who have any legal relation for the purpose of the contract, for their suppliers or those acting on their behalf on any legal grounds, including confidentiality herein, as if they performed those activities themselves.

XXXI. PROTECTION OF PERSONAL DATA

- 31.1. The Service Provider shall process personal data, collected in the course of performing its contractual obligations, in line with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Act on the Implementation of the General Data Protection Regulation (OG 42/2018) or other national regulation based on this Regulation, applying adequate technical and security measures designed to prevent unauthorised access, abuse, disclosure, loss or destruction.
- 31.2. The Service Provider guarantees that all personal data obtained during the performance of the contract shall be kept secret and used exclusively for the purpose of fulfilling the contractual obligations. The Service Provider shall further ensure that access to personal data is restricted only to employees who participate in the performance of the Contract and these employees shall maintain confidentiality of these data prior to access, processing and subsequent permanent deletion upon contract termination.

XXXII. INFORMATION SECURITY

- 32.1. The Service provider guarantees compliance with the safety instructions set forth in ISMS-ZAP-009 Information Security Requirements for Suppliers, Vendors and Business partners, published on OIV's website.

XXXIII. COMMUNICATION

- 33.1. Communication or any other exchange of information between OIV and the Service Provider may be done via post, electronically, by fax or through a combination of these means, as per

OIV's choice. Communication between OIV and the counterparty shall be verifiable regardless of the chosen means of communication. Selected means of communication are to be generally available and are not to lead to discrimination. Electronic means of communication must not have discriminatory technical features and must be compatible with generally available IT technology products. Communication that is not recorded in writing shall have no legal effect.

- 33.2. Information on contact persons shall be provided in the sections for the receipt of notifications, which are attached to contracts and are an integral part thereof. Where a contact person has been changed, the Contracting Parties shall inform each other thereof within the shortest possible period via usual means of communication, in which case, an appendix to contracts shall not be required.

XXXIV. TERMINATION OF CONTRACT

- 34.1. In the event of failure of the Service Provider to meet completion dates, non-performance or faulty performance of obligations, which have a significant impact on contract performance, OIV can unilaterally terminate the contract and shall be entitled to indemnities, covering the full amount of damage incurred. Indemnity shall include compensation for loss of profit.
- 34.2. If contractual penalty reaches the total amount pursuant to Article 22.1. OIV reserves the right to terminate the contract with immediate effect.

XXXV. AMENDMENTS TO THE CONTRACT

- 35.1. Amendments to the contract shall have legal force only if such amendments are made in writing and duly signed by authorised representatives of both Contracting Parties.
- 35.2. Any verbal agreements or any statements made by representatives of the Contracting Parties shall not have any legal effect and shall not be binding for any Contracting Party.

XXXVI. DISPUTE RESOLUTION

- 36.1. Any disputes shall be settled amicably by the Contracting Parties. Where disputes cannot be resolved by negotiation, the Contracting Parties shall, where appropriate, resort to mediation to resolve the dispute and refer the matter to the Mediation Centre at the Croatian Chamber of Economy in accordance with relevant mediation rules. If the settlement of disputes by negotiation, mediation or conciliation may not be resolved, the competent court in Zagreb shall have jurisdiction.

XXXVII. BILINGUAL CONTRACT/PURCHASE ORDER

- 37.1. Where the contract/purchase order is made in Croatian and English languages, in case of any divergence of interpretation, the English text shall prevail.

XXXVIII. FINAL PROVISIONS

- 38.1. Matters not regulated by provisions herein, by contract/purchase order or otherwise, shall be subject to legal provisions and relevant regulations of the Republic of Croatia.
- 38.2. These GTC shall come into force on the date of their publication on OIV's website www.oiv.hr. OIV shall retain the right to update these GTC at any time and publish the updates on the website. The Bidder undertakes the responsibility to stay informed of any and all possible updates to these GTC published on OIV's website.

These General Terms and Conditions for Procurement of Services shall come into force on 15 June 2022.