

UNIVERSITY OF LJUBLJANA, FACULTY OF SPORT, Gortanova 22, 1000 Ljubljana, Slovenia, Vat no: SI96040289, represented by Dean, Dr. Milan Žvan, PhD  
(the contracting authority)

and

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(the contractor)

*Are stipulate the following contract:*

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#### Article 1

##### SUBJECT OF THE CONTRACT

The contracting parties hereby establish that the contracting authority conducted a public contracting procedure in accordance with the Public Procurement Act (Official Gazette of the Republic of Slovenia no. 128/06) for the supply of **FULL BODY INERTIAL MOTION CAPTURE SUIT**

In accordance with this contract, the contractor shall supply the contracting authority with the equipment **FULL BODY INERTIAL MOTION CAPTURE SUIT** under invoice no. \_\_\_\_\_, \_\_\_\_\_  
(date). The bid value, excluding VAT, is € \_\_\_\_\_.

#### Article 2

##### SUPPLY AND DELIVERY

- 1) By virtue of this contract the contractor shall sell and deliver into the contracting authority's ownership and possession the goods that are the subject of this contract, the contracting authority purchasing them.
- 2) Should the subsequently stipulated location of supply differ from that stipulated in the tender documentation (Franco Ljubljana, Faculty of Sport, Gortanova 22) by more than 15 km, the contractor shall have the right to be paid travel expenses and other justifiable evidenced expenses.
- 3) The contractor shall deliver the following simultaneous with the goods upon the acceptance of delivery by the contracting authority:
  - a correctly completed delivery note;
  - all waybills from the point of origin to the point of destination;
  - the prescribed certificates of testing and compliance, where these must be enclosed with the goods by law;
  - signed and confirmed warranty documents (for technical goods);
  - licences, documentation and media for software, where required, as cited in the specification.
- 4) The contractor must notify the contracting authority of the intended supply by fax, by email or in writing at least two days before the supply. The notification must indicate the hour of the possible beginning of the supply, the manner of supply, and the quantity of goods. The contracting authority must confirm acceptance of delivery within one business day of receiving notification. The contracting authority shall not be obliged to accept goods not announced in this manner, or goods supplied in contravention of the manner agreed.
- 5) In the event of a delay in the supply of goods that is not the consequence of force majeure or grounds on the part of the contracting authority, the contractor shall be obliged to pay a contractual penalty to the contracting authority. The contractual penalty shall be charged in the payment of the contracted price. The contracting parties hereby agree that the contracting authority is not obliged to report to the

contractor that the right to a contractual penalty is being reserved, should the goods be accepted when the contractor has supplied with a delay. In the event of the contractor supplying with a delay such that the damage incurred by contracting authority is greater than the contractual penalty, the contracting authority may demand compensation from the contractor for all damage caused by the delay. The contracting authority may rescind the contract if as a result of delays or defects the purchase would no longer fit the purpose that was being pursued. The contractor may rescind the contract if a delay in payment by the contracting authority causes the contractor to incur major damage, or if it is clear that the contracting authority will be unable to pay the entire purchase money within a reasonable period. In the event of rescission, the contracting parties shall immediately settle all debts under the contract, the contractual penalty, default interest and any evidenced damage.

### Article 3

#### ACCEPTANCE OF DELIVERY

- 1) Acceptance of the delivery of the goods shall be effected by a delivery acceptance record, which is signed by the custodians of the contract or authorised agents of the contracting parties on the basis of the goods and accompaniments being correctly delivered and of adequate quantity and quality.
- 2) Acceptance of delivery shall be effected on the day that the delivery acceptance record is signed, except in the case of a delay on the part of the contracting authority, when acceptance of delivery is deemed to have been effected on the day of the delay if the supply is entirely correct. The following must be clearly evidenced on the delivery acceptance record: the contract number, the order form number, the quantity and serial numbers of the articles, and their value (by item).
- 3) Goods established as deviating in any way from the details cited in the tender documentation or bid documentation, or established as not in accordance with the provisions of this contract or with the specifications shall be rejected, as a result of which the contractor shall be deemed to be in delay. The same shall apply in the event of any non-compliance being established in any of the documents that must be enclosed with the goods. The rejection shall be indicated on the delivery acceptance record.
- 4) Should the supply of the goods covered by the bid prove unfeasible on objective grounds arising after the signing of the contract, the contracting authority may rescind the contract without any obligation, or may accept substitute performance in accordance with obligational regulations, whereby the substitute goods must be of superior specification in each respect.
- 5) If so stipulated in the tender documentation, or if ordered by the contracting authority no later than the day on which the contract is signed, the contractor must install the goods at the user's location designated by the contracting authority or according to the contracting authority's instructions, which in this event are an annex to the contract of sale (special terms, a constituent part of this contract), and must install the software. After successful installation the contractor must conduct a test of the functioning of the equipment in the presence of a responsible officer of the user, who shall confirm successful installation by signing the delivery acceptance record. The contractor shall deliver the delivery acceptance record and the documents accompanying the equipment to the contracting authority, who shall confirm acceptance of delivery should the supply be correct.
- 6) The contracting authority shall only accept delivery of goods that have been tested according to the manufacturer's regulations after final manufacture. The contractor may only make modifications to such goods with the contracting authority's consent.
- 7) Should the contracting authority not be ready to accept delivery of correctly announced goods, or should it fail to respond on time to the contractor's notification, it shall be deemed in delay. The contracting authority shall also be deemed to be in delay if it fails to sign the delivery acceptance record within one business day of the supply and submission.

Article 4

MANNER OF PAYMENT

The contractor shall issue an invoice of 100 % of the contractual value after signing the contract.  
Payment periods from the date of receipt of correct invoice:

- 1st 30% (10 days after the invoice date)
- 2nd 30% (30 days after the invoice date)
- 3rd 40% (45 days after the invoice date).

Article 5

CONTRACTOR'S GUARANTEES AND WARRANTY OBLIGATIONS

- 1) The contractor shall guarantee to the contracting authority that:
  - the purchased goods function faultlessly and have no material defects;
  - they have no legal defects;
  - they fully comply with all technical descriptions, characteristics and specifications given within the framework of the tender documentation and bid documentation, or appended to this contract;
- 2) The contractor's warranty for latent defects in the goods shall apply for 180 days after supply. Should any of the aforementioned deviations or defects be revealed in any item of the supplied goods within this period, the contracting authority may rescind the contract in part or in full. It may also rescind the contract in full should the contractor be more than 10 days in delay with the supply (in part or in full).
- 3) For goods of a technical nature that are the subject of this contract, the contractor shall grant a warranty for faultless technical functioning during the period stipulated in this contract (the warranty period of 12 months). The warranty period shall be counted from the day that the delivery acceptance record is signed. Should the goods be replaced or materially repaired during the warranty period, the warranty period shall begin anew and the contractor shall be obliged to issue a new warranty document. The warranty periods for individual components of the goods may differ, where so defined in Warranty conditions. The warranty and licensing terms offered by the manufacturer of the equipment for individual software products shall apply to software.

Article 6

RECTIFICATION OF DEFECTS AND REPLACEMENT PARTS

- 1) For the rectification of defects in the supplied goods during the warranty period, the contractor undertakes to provide services without delay at its own expense, including travel expenses. The time when the message reaches the contractor at the number or email address cited in this contract shall be deemed the time of notification, provided that it was sent by the contracting authority or the final user, and contains at least the vital data for the identification of the goods.
- 2) **FULL BODY INERTIAL MOTION CAPTURE SUIT** -warranty conditions and technical support:

WARRANTY: 24 months against any manufacturing defect.

RESPONSE TIME: the contractor technical assistance for **FULL BODY INERTIAL MOTION CAPTURE SUIT** software and hardware by phone during the week Monday – Friday, 9:00 am – 17.00 pm.

In case of difficulties to solve the technical problem by phone, the contractor must offer the following solutions:

- to return back the **FULL BODY INERTIAL MOTION CAPTURE SUIT**
- unit to \_\_\_\_\_ for further tests. The repair time.
- to visit the contracting authority in order to evaluate the problem and repair system at contracting authority side.

REPLACEMENT BY DEMO UNIT: In case of problems where system will be out of order form more of 30 days, \_\_\_\_\_ will provide to replace the unit by demo unit until the return back of the original system, after repair. In this event the warranty period shall be extended by the period taken to rectify the defect. The contractor undertakes to replace the goods with equivalent new goods should the rectification of a defect in the goods take longer than the period cited in this contract, or should the same defect recur in an individual item of the goods three times or more. All transport and other costs in connection with the rectification of a defect during the warranty period shall be borne by the contractor.

- 3) The contractor undertakes to supply replacement parts by the deadline stipulated in this contract. Should it fail to perform the obligation specified in the previous paragraph, the contractor shall be obliged to reimburse the contracting authority for all additional costs and damage incurred by the contracting authority as a result.

#### Article 7

##### **FORCE MAJEURE**

- 1) All unforeseen and unexpected events occurring independently of the volition of the contracting parties that the contracting parties could not have foreseen upon the conclusion of the contract and that in any way impact upon the performance of the contractual obligations are deemed force majeure.
- 2) The contractor shall be obliged to notify the contracting authority in writing of the occurrence of force majeure within two days of its occurrence.
- 3) Neither of the contracting parties shall be liable for the non-performance of any of its obligations on grounds outside its control.

#### Article 8

##### **FINAL PROVISIONS**

- 1) This contract is concluded on the day that it is signed by the second of the two contracting parties. Where a performance bond is required in this contract, and the contractor fails to deliver the relevant performance bond documents on time and in accordance with this contract, the contract shall be deemed never to have been concluded.
- 2) The contract may be amended by a written annex adopted and signed by the two contracting parties. Should any of the contractual provisions be or become void, this shall not prejudice the remaining contractual provisions. The void provision shall be replaced with a valid provision, which must conform as far as possible to the intention of the void provision.
- 3) The assignment of this contract to a third party shall only be allowed with the written consent of the two contracting parties.
- 4) Either of the contracting parties may withdraw from the contract for reason of breaches of contractual obligations by the opposing party, should the breaches not cease following a written warning. In the event of withdrawal the contracting parties shall be obliged to settle their mutual obligations arising from this contract, and any damage incurred.

- 5) In any case, either of the contracting parties may withdraw from the contract, whereby with regard to the grounds for withdrawal it chooses a time suited to the opposing party, and settles all costs caused by so doing.
- 6) The contracting parties hereby agree to settle all disputes arising from this contract consensually by direct negotiations between the authorised representatives of the two contracting parties. Should such an agreement between the parties prove impossible, they agree that disputes arising from this contract shall be decided by the competent court in Ljubljana under Slovenian law.
- 7) This contract has been compiled in two equivalent copies, each contracting party receiving its own copy.

Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_

Contracting authority

UNIVERSITY OF LJUBLJANA  
FACULTY OF SPORT  
Gortanova 22  
1000 Ljubljana, Slovenia

Dean, professor Milan Žvan, Phd.

Date:

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