

A4 _ SPECIAL CONDITIONS (ANNEX I)

These conditions amplify and supplement, if necessary, the General Conditions governing the supply contract. Unless the Special Conditions provide otherwise, those General Conditions remain applicable. The numbering of the articles of the Special Conditions is not consecutive but follows the numbering of the articles of the General Conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2: Language of the contract

- 2.1 The language of the contract shall be either English or Albanian.

Article 4: Communications

- 4.1 The contact persons, addresses of the parties and their contact details to be used by the Parties for communication are as specified in Article 5 of the Contract.

Article 6: Subcontracting

- 6.1 Subcontracting is not allowed.

Article 7: Supply of documents

- 7.1. No additional documents or drawings are to be supplied by the contracting authority to the contractor under this contract.

Article 8: Assistance with local regulations

- 8.1. The contractor shall get acquainted with and comply with all the applicable laws, regulations and information on local customs, orders or byelaws of the country where the supplies are to be delivered which may affect the contractor in the performance of its obligations under the contract. The contracting authority will not provide assistance in obtaining any of such copies or documents.

Article 10: Origin

- 10.1 All goods purchased may originate in any country.

Article 11: Performance guarantee

- 11.1 No performance guarantee is required.

Article 12: Liabilities and insurance

- 12.2(b), paragraph 2. The contractor shall assume necessary risks and liabilities in accordance with the applicable Incoterm¹ specified in the Article 1 of the Contract.

Article 16: Tax and customs arrangements

- 16.1 The terms of delivery (Incoterms 2020) shall be as specified in Article 1 of the Contract, instead of as mentioned in the General Conditions.

Article 18: Commencement order

- 18.1 The date on which implementation of tasks (“commencement date”) shall begin shall be the date of signature of the contract by both parties.

Article 19: Period of implementation of the tasks

- 19.1 The implementation period of the tasks shall be as specified in Article 1 of the Contract.

Article 25: Inspection and testing

¹ See <http://www.iccwbo.org/incoterms/>

- 25.2 The goods delivered shall be inspected and tested in accordance with Article 25 of the General Conditions at the delivery address specified in Article 1 of the Contract.

Article 26: General principles for payments

- 26.1 Payments shall be made in the currency specified in Article 3 of the Contract. If payments are made in local currency, the applicable exchange rate shall be determined in accordance with the applicable rules set out in the financing agreement of the respective programme/project.
- 26.5 By derogation from Article 26.5 of the General Conditions, no pre-financing guarantee is required.

Article 29: Delivery

- 29.3 The packaging shall become the property of the recipient subject to environmental considerations.
- 29.5/6/7. Each delivery must be accompanied by a statement of items addressed to the recipient.

Article 31: Provisional acceptance

- 31.2. By derogation from Article 31.2, second paragraph of the General Conditions, the contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32: Warranty obligations

- 32.6/7. By derogation from article 32.7 of the General Conditions, the warranty period shall be the period specified in Article 1 of the Contract, counted from the date of provisional acceptance.

Article 33: After-sales service

- 33.1 The after-sales service shall be provided in accordance with the details stipulated in the technical specifications.

Article 40: Settlement of disputes

- 40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Tirana, Albania.

Article 44: Data protection

- 44.1. Processing of personal data related to the implementation of the contract shall take place in accordance with the Albanian Law No.9887, dated 10.03.2008 "For personal data protection", and the provisions of the respective financing agreement.

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