# *SPECIAL CONDITIONS*

**CONTENTS**

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully 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 used shall be English.

**Article 4 Communications**

4.1 From the Contracting Authority, the correspondence details and the person in charge with the communication for this contract are:

MYNATURE Association,

12, Răscoala din 1907 Street, Timișoara, Timiș County, Romania,

Contact person: Ardelean Adorian – president

E-mail: [mynature@gmail.com](mailto:mynature@gmail.com)

On behalf of the Supplier:

Contact name:

Address:

E-mail:

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4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 7 Supply of documents**

Together with the delivery the Contractor shall supply the Instruction (installation, operation and regular maintenance) Manuals in Romanian language.

**Article 8 Assistance with local regulations**

The Contractor shall, in performing the Contract, comply with all applicable national laws.

**Article 9 General obligations**

9.9 The Contractor to comply with its minimum obligation toward visibility. These activities must comply with the rules lay down for the Interreg IPA CBC Romania-Serbia Programme: https://romania-serbia.net/implementation/visibility/

**Article 10 Origin**

## 10.1 All goods purchased can originate in any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.1 ***DDP - Delivered Duty Paid****:* Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

*‘the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.’[[1]](#footnote-1)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

**Article 13 Programme of implementation of tasks**

13.2 Delivery of the supplies to the place of acceptance shall be finalised within 90 days from contract signature by both parties.

**Article 14 Contractor’s drawings**

14.1 Not applicable

**Article 15 Sufficiency of tender prices**

15.1 The prices in the contract are fixed and not subject to any revision.

**Article 16 Tax and customs arrangements**

16.1 Delivery conditions are DDP.

**Article 17 Patents and licences**

17.1 Not applicable

**Article 18 Commencement order**

18.1The implementation of the tasks shall start on the date of the contract signature by both parties.

**Article 19 Period of implementation of the tasks**

19.1The period of implementation of the tasks of the contractor shall be 90 days from the commencement date.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required

**Article 25 Inspection and testing**

25.2 The place where the goods will be inspected, according to the corresponding provisions of General Conditions, is MYNATURE Association, 12, Răscoala din 1907 Street, Timișoara, Timiș Country, Romania.

The inspection and testing will be started and completed within a maximum of 15 calendar days after delivery.

During the inspection and testing procedure, technical performances, technical specifications, and technical documentation will be verified.

**Article 26 General principles for payments**

26.1 Payments shall be made in euro for the companies registered outside Romania and RON for companies registered in Romania.

In case the contract is concluded in EURO, and payments are made in national currencies, applicable exchange rate must be InforEuro exchange rate valid on the month of issuing of invoice.

Payments shall be authorised and made by Legal Representative of Contracting Authority.

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 90 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.

26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

a)By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.

b)For the 100 % balance the invoice together with the request for provisional acceptance of the supplies.

26.9Contract shall be at fixed prices, which shall not be revised.

**Article 29 Delivery**

29.3The packaging shall become the property of the recipient subject to environmental considerations.

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11.

**Article 32 Warranty obligations**

32.6 Where the commercial warranty issued by the manufacturer of a particular item/product is longer than the below-mentioned warranty of two years after provisional acceptance, the Contractor will deliver the related certificates/documents to the Beneficiary and will provide complete support to the Beneficiary in contacting the manufacturer.

32.7 The warranty must remain valid for 5 years after provisional acceptance.

**Article 33 After-sales service**

33.1 The Contractor shall provide or secure the provision of authorised local reliable after-sales service, thereafter guaranteeing maintenance, technical back up and the rapid replenishment of spare parts and consumables for the offered equipment after final acceptance. In the event of termination of production of the spare parts, advance notification to the Beneficiary will be sent to allow procurement of the parts required for 5 years from the date of manufacture.

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Timisoara Court in accordance with the national legislation of the state of the contracting authority.

**Article 44 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

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1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)