(Draft)

**FRAMEWORK AGREEMENT**

entered into pursuant to Article 2(5)(g) and Article 83 et seq. of Act No. 343/2015 Coll. on public procurement and on the amendment to certain acts, as amended (hereinafter referred to as the **“Public Procurement Act”**) and Article 269(2) et seq. of Act No. 513/1991 Coll., Commercial Code, as amended (hereinafter referred to as the **“”Commercial Code**”)

(hereinafter referred to as the “**Agreement**”)

Parties to the Agreement

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| |  |  |  |  | | --- | --- | --- | --- | | **The Buyer:** | |  | | | Name: | **Slovak Republic represented by the Ministry of Interior of the Slovak Republic** | | | Registered office: | Pribinova 2, 812 72 Bratislava, Slovak Republic | | | Represented by: | [●] | | | Comp. ID No.: | 00151 866 | | | Tax ID No.: | 2020571520 | | | VAT Reg. No.:  Bank: | SK2020571520 (registration pursuant to Article 7 of Act No. 222/2004 Coll. on value added tax as amended)  State Treasury | | | Account No.: | SK78 8180 0000 0070 0018 0023 | | | BIC/SWIFT Code: | SPSRSKBA | | | Website (URL): | http://www.minv.sk/ | | | Contact/authorised person:  Tel. contact:  E-mail: | [●]  [●]  [●] | | | (hereinafter referred to as the “**Buyer**”) | |  | | |  |
|  |  |

and

|  |  |  |
| --- | --- | --- |
| **The Seller:** |  | |
| Name: | | [●] | |
| Registered office/Place of business: | | [●] | |
| Represented by: | | [●] | |
| Comp. ID No.: | | [●] | |
| Tax ID No.:  VAT Reg. No. (if allocated):  Bank:  Account No.:  BIC/SWIFT Code: | | [●]  [●]  [●]  [●]  [●] | |
| Website (URL): | | [●] | |
| Registered in: | | the Commercial Register [●] of Court [●], Section [●], File No.: [●]  *alternatively* in the Trade Register of the District Office [●], Trade Register No.: [●] | |
| Contact/authorised person:  Tel. contact:  E-mail: | | [●]  [●]  [●] | |
| (hereinafter referred to as the “Seller”)  (the Buyer and the Seller hereinafter jointly referred to as the “Parties to the Agreement” or individually the “Party to the Agreement”) | | |

**Article I**

Introductory Provisions

* 1. The Buyer conducted a public tender published in the Journal of Public Procurement No. [●] dated [●] under reference number [●] for the subject-matter of the contract **“Helicopter technology – heavy helicopters**” (hereinafter referred to as “**Public Procurement**”).
  2. The result of the public competition procedure is the selection of the successful tenderer – the Seller, with whom this Agreement is concluded.

Article II

Subject Matter of the Agreement

* 1. The subject matter of this Agreement is the Seller’s obligation to deliver to the Buyer and transfer to the Buyer’s exclusive ownership the goods or goods and services or only services specified in point 2.3 of this Article of the Agreement (hereinafter referred to as the **“Subject of Transfer”**) and the Buyer’s obligation to pay the Seller the Price pursuant to Article II, point 2.3 and Article V of this Agreement and to take over the Subject of Transfer, all under the conditions set out in this Agreement. The Price must be in accordance with its structured budget specified in Annex No. 2 to this Agreement.
  2. The purpose of this Agreement is to establish the rights and obligations of the Parties to the Agreement and the standard terms and conditions of the business relationship between the Parties to the Agreement, which will apply to partial contracts for the Subject of Transfer, which the Parties to the Agreement will conclude exclusively on the basis of a written call from the Buyer under the conditions set out in this Agreement (hereinafter referred to as the **“Call”**), on the basis of which the Parties to the Agreement will conclude individual partial contracts (hereinafter referred to as the **“Partial Contract”**).
  3. The subject of this Agreement is the delivery of the Subject of Transfer according to the specification:

|  |  |
| --- | --- |
| **Specification of the Subject of Transfer:** | |
| The Subject of Transfer under this Agreement is the delivery of new, unused helicopters, including optional accessories, technical documentation, equipment and spare parts, non-compulsory equipment (if applicable) (hereinafter also referred to as the **“Goods”**), as well as the provision of services related to the operation of the helicopter (hereinafter also referred to as the **“Services”**) as the Subject of Transfer is specified in Annex No. 1 to the Agreement - Description of the Subject-Matter of the Contract. | |
| **Documentation on the Subject of Transfer:** | * Rotorcraft Flight Manual for the particular model of helicopter in accordance with Annex No. 1 to the Agreement * Technical specification of the helicopter * Spare Parts Support Programme for the particular model of helicopter (Annex No. 5 to the Agreement) * Warranty System (Annex No. 4 to the Agreement) – warranty terms * Detailed Helicopter Delivery Schedule (Annex No. 7 to the Agreement); The Buyer is entitled to request an updated Detailed Helicopter Delivery Schedule (Annex No. 7 to the Agreement) at any time and the Seller is obliged to submit an updated Detailed Helicopter Delivery Schedule within fifteen (15) calendar days from the date of receipt of the Buyer’s request. For the avoidance of doubt, the updated Detailed Helicopter Delivery Schedule does not replace Annex No. 7 and is for the Buyer’s informational purposes only. * Relevant valid certificates, attestations, and protocols on tests performed and documentation necessary for the proper operation, management of continuing airworthiness and maintenance of the Subject of Transfer, all in accordance with Annex No. 1 to the Agreement and in accordance with the relevant legal regulations. * Documentation required for registration of the aircraft in the Aircraft Register of the Slovak Republic * Records of the Buyer’s staff training * SPO IDE Checklist (Annex No. 8 to this Agreement) * Mission Analysis (Annex No. 9 to this Agreement) * Other documentation, if any, if specified in Annex No. 1 to the Agreement   Other required documentation may be the subject of a specific Partial Contract.  Documentation on the Subject of Transfer must be prepared in accordance with this Agreement and its Annexes.  The Seller is also obliged to maintain in force and, at the request of the Buyer, immediately submit the duly prepared and valid documents specified in Annex No. 1 to the Agreement, which they submitted to the Buyer in the Public Procurement. |
| **Deadline for concluding the Partial Contract:** | The Parties to the Agreement have agreed that, based on the Buyer’s Call, the Seller is obliged to conclude a Partial Contract with the Buyer within ninety (90) calendar days from the date of its delivery to the Seller. The sample Partial Contract is provided in Annex No. 10 to this Agreement.  The Annex to the Buyer’s Call will be a draft Partial Contract prepared in accordance with Annex No. 10 to this Agreement with information completed. Partial contracts concluded on the basis of this Agreement must correspond to the terms agreed in this Agreement.  For the avoidance of doubt, the Buyer is entitled to purchase the Goods separately and/or the Service separately and/or the Goods together with the Service on the basis of Partial Contracts. |
| **Delivery deadline:** | The Seller is obliged to deliver and/or provide and hand over the Subject of Transfer to the Buyer within the period specified in Annex No. 6 to the Agreement – ​​Place and Deadlines of Performance) and Annex No. 7 to the Agreement.  The Seller is obliged to install the delivered goods, put them into operation and train the Buyer’s staff or provide a service related to the operation of the helicopter or the Subject of Transfer in accordance with Annex No. 1 to the Agreement, unless the Parties to the Agreement agree otherwise in writing, within the period specified in Annex No. 6 to the Agreement (Place and Deadlines of Performance).  No later than one hundred and eighty (180) calendar days before the last day of delivery of the Subject of Transfer, if the Subject of Transfer of the Partial Contract is a helicopter, i.e. Item No. 1 of Annex No. 1 to the Agreement in the section Required Technical Configuration of the Helicopter, the Seller is obliged to notify the Buyer in writing of the delivery date of the Subject of Transfer, while proposing several possible delivery dates for the Subject of Transfer (within the delivery deadline according to Annex No. 6 and 7 to the Agreement) so that the Buyer has at least one hundred and twenty (120) calendar days to prepare for the delivery and acceptance of the Subject of Transfer. The Buyer undertakes to confirm in writing one of the delivery dates for the Subject of Transfer proposed by the Seller.  Except for the case specified in the previous sentence, the Seller is obliged to notify the Buyer of the delivery date of the Subject of Transfer no later than seven [7] business days in advance.  The Seller is obliged to proceed in accordance with Annex No. 6 and Annex No. 7 to the Agreement. |
| **Place of delivery:** | The place of delivery of the Subject of Transfer will be specified in the relevant Partial Contract.  The list of individual places of delivery of the Subject of Transfer is specified in Annex No. 6 to the Agreement (Place and deadlines of performance).  The Parties to the Agreement have agreed that they may change the list of places of delivery of the Subject of Transfer in the form of a written amendment to the Agreement, in the form of an update of Annex No. 6 to the Agreement, and such a change will be considered a change pursuant to Article 18(1)(a) of the Public Procurement Act. |
| **Training of the Buyer’s Staff** | The Seller is obliged to provide training of staff within the deadlines required by the Buyer and to the extent specified in Annex No. 1 to the Agreement and the Partial Contracts. |
| **Price:** | The Price is the result of the Public Procurement procedure. The Price for the Subject of Transfer under this Agreement exclusive of value added tax (hereinafter referred to as **“VAT”**) is specified in Annex No. 2 to this Agreement (hereinafter referred to as the **“Price”**). |
| **Purchase Price for the Subject of Transfer under the Partial Contract:** | The Purchase Price for the Subject of Transfer under the Partial Contract is the total purchase price for the Subject of Transfer specified in the relevant Partial Contract exclusive of VAT, i.e. the Purchase Price (hereinafter referred to as **“Purchase Price”**); this Purchase Price is decisive for the calculation of contractual penalties under this Agreement and the relevant Partial Contract. |
| **Invoice due date:** | Sixty (60) days from the date of delivery of the invoice to the Buyer. |
| **Warranty period:** | The Seller provides a warranty period for the helicopter of at least thirty-six (36) months or until two thousand (2,000) flight hours, whichever occurs first.  The Seller provides a warranty period of at least twelve (12) months for optional equipment, devices and tools, as well as for services provided and non-compulsory equipment (if applicable). |
| **Term for the elimination of a defect subject to warranty:** | Thirty (30) days from the date of the Buyer’s claim, unless the Warranty System (Annex No. 4) or Annex No. 1 to this Agreement provides for a shorter period or unless the Parties to the Agreement agree otherwise in writing.  The Seller is obliged to proceed in accordance with the Warranty System, which constitutes Annex No. 4 to this Agreement and in accordance with Annex No. 1 to this Agreement. |
| **Term of the Agreement:** | Six (6) years from the date of its effective date or until the financial limit, i.e. the Maximum Price of the Agreement, is exhausted, whichever occurs first. |
| **Maximum Price of the Agreement:** | The Maximum Price of the Agreement, i.e. the value of the financial limit that may be paid by the Buyer under this Agreement/Partial Contracts in accordance with the outcome of the Public Procurement and this Agreement, is the price equal to the Price specified in Annex No. 2 to this Agreement increased by the indexation according to this point of the Agreement (if agreed). |
| **Price indexation clause:** | The Parties to the Agreement have agreed that the Price may be annually indexed by a maximum of 4% of the Price value at the Seller’s request. The Seller is entitled to propose to the Buyer a new Price value increased by the proposed indexation, within ten (10) days from the date of possible entitlement to Price indexation under this Agreement. The Price indexation will be calculated from the Price value increased by the indexation for the previous year agreed by the Parties to the Agreement under this point.  In the event of the Buyer’s written consent, the first indexation (i.e. increase) of the Price shall occur on 1 January of the calendar year following the year in which this Agreement entered into effect. The next Price indexation (if agreed in accordance with this Agreement) shall occur on 1 January of each subsequent year during the term of this Agreement.  In the event that the first indexation of the Price occurs after more than two (2) years from the date of submission of the tender by the Seller in the Public Procurement, the Price may be indexed at the Seller’s request by a maximum of 8% of the Price value, while the Parties to the Agreement shall apply the procedure set out above when determining the indexation value. For the avoidance of doubt, the amount of the indexation of maximum 8% of the value of the Price applies only to the first indexation upon fulfilment of the conditions under this point of the Agreement. For all subsequent indexations of the Price value, the amount of maximum 4% of the Price value shall apply.  For the avoidance of doubt, the application of indexation of the Price in any amount is subject to the Buyer’s prior written consent to the given amount of the Price indexation. |
| **The subject-matter of the contract financed or**  **co-financed from European Union funds:** | ~~no~~  yes – rescEU programme |

* 1. The Parties to the Agreement have agreed that the provisions of this Agreement cannot be interpreted as an obligation for the Buyer to order from the Seller the estimated quantity of the Subject of Transfer specified in Annex No. 2 to the Agreement in its entirety. The estimated quantity of the Subject of Transfer specified in this Agreement is not binding on the Buyer. The actually ordered quantity of the Subject of Transfer during the term of this Agreement may be lower or higher than the estimated quantity of the Subject of Transfer and the Buyer reserves the right not to order the Subject of Transfer, or the right to order the Subject of Transfer in a lower or higher quantity so that it is in accordance with the principle of proportionality, as well as other basic principles of public procurement and at the same time the maximum financial limit is maintained, i.e. the Maximum Price of the Agreement pursuant to Article II., point 2.3 of the Agreement. The Seller is entitled to compensation, or the Purchase Price, only for the actual quantity of the Subject of Transfer provided.
  2. If, during the term of the Agreement, a situation arises where the Seller would have to deliver to the Buyer the Subject of Transfer or a part thereof that would not be in accordance with the technical specification under this Agreement, which is the result of the Public Procurement, i.e. it would be a replacement of the Subject of Transfer or a part thereof, due to a generational change of the Subject of Transfer, a change in production technology, etc., the Seller is obliged to submit to the Buyer a new specification and description for each item separately, as well as all documents and records that were requested by the Buyer in the Public Procurement. The supplied replacement for the Subject of Transfer or its part must have comparable or better properties than the Subject of Transfer, which was the result of the Public Procurement, while the Price must remain unchanged. A change in the Subject of Transfer according to this point will constitute a change in the contract according to Article 18(1)(a) of the Public Procurement Act.
  3. If the Parties to the Agreement define a term as a contractual abbreviation, the definition of which was defined with a capital letter, the purpose of introducing the contractual abbreviation is better orientation in the text of the Agreement and the term has the same meaning even if it is stated with a lower-case letter due to a typing error, unless the context of the content of the provision of the Agreement indicates otherwise. Unless the content and context of the provision of the Agreement indicate otherwise, the contractual abbreviations stated in the singular or plural have the same meaning.

**Article III**

**Term of the Agreement**

1. This Agreement is concluded for a definite period, for the period specified in Article II, point 2.3 of this Agreement.
2. The Subject of Transfer will be supplied to the Buyer on an ongoing basis, during the term of this Agreement, on the basis of Partial Contracts concluded on the basis of a Call in accordance with this Agreement.

Article IV

**Partial Contract and Delivery Terms**

* 1. The Seller undertakes to deliver the Subject of Transfer under the conditions set out in this Agreement (including its Annexes) and the Partial Contract, and the Buyer undertakes to take over the Subject of Transfer and pay the Purchase Price agreed in accordance with the terms of the Agreement, its Annexes and the relevant Partial Contract.
  2. The Parties to the Agreement have agreed to the electronic receipt and delivery of Calls (pursuant to Article II, point 2.3 of the Agreement) in the form of regular e-mail, including its attachments and scans in accordance with Article X, point 10.1 of the Agreement. The persons responsible for the delivery and receipt of documents pursuant to this Article of the Agreement are the contact persons specified in the heading of this Agreement or the persons authorised by them, who have been notified in writing to the other Party to the Agreement in advance.
  3. The Seller undertakes to deliver the Subject of Transfer properly and on time, in the quality and manner pursuant to Annex No. 1 to the Agreement, in accordance with the Agreement and all its Annexes and the Partial Contract. The Subject of Transfer must be provided without any defects, in particular in accordance with the agreed technical and functional characteristics, in particular according to Annex No. 1 to the Agreement and the Partial Contract, the applicable generally binding legal regulations of the Slovak Republic, technical standards and conditions of this Agreement and the Partial Contract. The Seller is obliged, together with the handover of the Subject of Transfer, to also hand over to the Buyer the documentation relating to the Subject of Transfer specified in Art. II, point 2.3 of the Agreement, always in the Slovak or Czech language, or together with a translation into the Slovak language, the accuracy of which is the responsibility of the Seller, unless another language is agreed/accepted in this Agreement and its annexes or the Partial Contract. The Seller is obliged to provide training to the Buyer’s staff upon handover of the Subject of Transfer to the extent specified in Article II, Section 2.3 of the Agreement and to the extent specified in the Partial Contract, if staff training has been agreed upon.
  4. The subject-matter of this Agreement also includes the Seller’s obligation to perform/provide related services related to the delivery of the Subject of Transfer to the place of delivery specified in Article II, Section 2.3 and in Annex No. 6 of the Agreement and in the Partial Contract, in particular services related to the unloading of the Subject of Transfer at the place of delivery.
  5. The Seller shall notify the Buyer of the date of delivery of the Subject of Transfer in writing/electronically by regular e-mail no later than by the deadline specified in Article II, point 2.3 of the Agreement. The date of delivery of the Subject of Transfer must be agreed upon by the Seller electronically by regular e-mail. In the event that multiple delivery places are agreed upon, the Buyer has the right to choose different delivery dates and time periods for the Subject of Transfer for individual places of delivery; however, the Buyer is obliged to maintain the delivery deadline pursuant to Article II, point 2.3 of the Agreement.
  6. After proper and complete acceptance of the Subject of Transfer based on the relevant Partial Contract, the Seller shall prepare a delivery note/acceptance certificate. After acceptance of the Subject of Transfer, the Buyer shall confirm the delivery note/acceptance certificate in writing. After acceptance of the Subject of Transfer, the Buyer may properly use the Subject of Transfer and the Seller undertakes to enable such use on the day of acceptance of the Subject of Transfer. The Buyer reserves the right to accept only the Subject of Transfer that is functional, free of obvious defects, delivered in complete condition and in the required quantity pursuant to the relevant Partial Contract and in accordance with this Agreement and its Annexes. Otherwise, the Buyer reserves the right not to sign the delivery note/acceptance certificate, not to accept the delivered Subject of Transfer and not to pay the Price/Purchase Price for the unaccepted Subject of Transfer. In the event of defects in the Subject of Transfer, these shall be noted in the delivery note/acceptance certificate. If the Buyer accepts the Subject of Transfer with defects, they are obliged to describe these defects in the Acceptance Certificate, specifying the deadline for the removal of the defect/defects. In the event of delivery of the Subject of Transfer, which is services, the Buyer shall immediately report the defects to the Seller in writing, specifying the deadline for the removal of the defect, or specifying a new deadline for the proper provision of services, no later than thirty (30) days from the date of the written complaint.
  7. The ownership right to the Subject of Transfer and the risk of damage to the Subject of Transfer (if the Subject of Transfer is goods) shall pass on to the Buyer on the date of handover and acceptance of the Subject of Transfer by the Buyer.
  8. Annex No. 3 to this Agreement contains information on all known subsuppliers of the Seller known at the time of conclusion of this Agreement, information on the share of the subsupply and information on the person authorised to act on behalf of the subsupplier, including their first name and surname, address of residence and date of birth.
  9. The Seller shall be obliged to notify the Buyer of any change in the details of the subsuppliers listed in Annex No. 3 to this Agreement immediately after becoming aware of such change.
  10. In the event of a change in the subsupplier, the Seller is obliged to submit/send to the Buyer for approval, no later than fifteen (15) business days before the planned change in the subsupplier, information on the new subsupplier within the scope of the data according to point 4.8 of this Article of the Agreement and the subjects of the relevant subcontracts for approval. When selecting a subsupplier, the Seller must proceed in such a way that the costs incurred to ensure performance under the subcontract are proportionate to its quality and price.
  11. The Seller is also obliged to ensure that each existing and new subsupplier is selected in such a way that they meet the same conditions required of subsuppliers in the Public Procurement, while the Seller is obliged to demonstrate these conditions at any time upon the Buyer’s request without delay. If the Buyer agrees in writing to a change of subsupplier, the Seller will prepare an updated Annex No. 3 to this Agreement, which will replace the original Annex No. 3 to the Agreement in its entirety. The change pursuant to the preceding sentence will be made by the Parties to the Agreement in the form of a written amendment to the Agreement in accordance with the provisions of Article 18(1)(a) of the Public Procurement Act.
  12. The Seller declares that at the time of conclusion of this Agreement, they are registered in the Register of Public Sector Partners in accordance with Act No. 315/2016 Coll. on the Register of Public Sector Partners and on the amendment to certain acts, as amended (hereinafter referred to as the “**Act on the** **Register of Public Sector Partners**” and the “**Register of Public Sector Partners**”), insofar as the obligation to register in the Register of Public Sector Partners applies to it. If a group of suppliers pursuant to Article 37 of the Public Procurement Act participates on the part of the Seller as a Party to the Agreement, each member of this group of suppliers is obliged to be registered in the Register of Public Sector Partners.
  13. A subsupplier or subsupplier under a special regulation who, pursuant to Article 11(1) of the Public Procurement Act, is obliged to register in the Register of Public Sector Partners must be registered in the Register of Public Sector Partners no later than at the time of providing their performance to the Seller.
  14. The Seller’s obligations, including the rules for selecting a subsupplier, shall also apply in the event of a change of subsupplier during the term of this Agreement.
  15. The Seller shall be responsible for the performance of the subcontract by the subsupplier as if the performance under such a contract were performed by the Seller themselves. The Seller shall be responsible for professional care in the selection of the subsupplier as well as for the result of the performance under the subcontract.
  16. In the event that the Seller, their subsupplier under the Public Procurement Act or subsupplier under the Act on the Register of Public Sector Partners is obliged to be registered in the Register of Public Sector Partners, the Seller declares that neither their beneficial owner registered in the Register of Public Sector Partners nor the beneficial owner of their subsupplier under the Public Procurement Act or subsupplier under the Act on the Register of Public Sector Partners, is a person pursuant to Article 11(1)(c) of the Public Procurement Act.
  17. The Seller undertakes to maintain confidentiality of all information or facts relating to the Buyer and their activities that the Buyer makes available to the Seller upon delivery of the Subject of Transfer under this Agreement and/or Partial Contract (hereinafter referred to as “**Confidential Information**”). For the purposes of the Agreement and/or Partial Contract, Confidential Information is considered to be information that is expressly designated as such by the Buyer, or is designated as such by the relevant legal regulation, or its nature implies that the Buyer considers it to be such. The Seller undertakes to use Confidential Information exclusively for the purposes of delivery of the Subject of Transfer.

Article V

**Price and Payment Terms**

* 1. The Price is set in compliance with Act of the National Council of the Slovak Republic No. 18/1996 Coll. on prices as amended and Decree of the Ministry of Finance of the Slovak Republic No. 87/1996 Coll. implementing Act No. 18/1996 Coll. on prices as amended, as the final price. The Price is the result of the Public Procurement and is set out in Article II, point 2.3 of the Agreement and the structured budget of the Price is set out in Annex No. 2 to this Agreement.
  2. If the Seller is a VAT payer, a value added tax determined in accordance with the general binding legal regulations applicable in the territory of the Slovak Republic at the time of delivery of the Subject of Transfer will be added to the invoiced Price. If the Seller is a foreign person, they are governed by Act No. 222/2004 Coll. on value added tax, as amended. The Price must include all economically justified costs of the Seller incurred in connection with the delivery of the Subject of Transfer pursuant to Art. II, point 2.3 of the Agreement, in particular, but not exclusively, the costs of the Subject of Transfer, the acquisition of the Subject of Transfer, import duties, product certification, administrative and similar fees, transport to the place of delivery, costs of packaging and wrapping and costs of training of the Buyer’s staff. The INCOTERMS 2020 DDP clause to the place of delivery shall apply to the delivery of the Subject of Transfer.
  3. In the event that the Seller is not a VAT payer and during the term of the Agreement becomes a VAT payer pursuant to Act No. 222/2004 Coll. on value added tax, as amended, the Price shall be considered to be the price including VAT. For the avoidance of doubt, a change in the Price for this reason is not possible.
  4. Payment of the Price shall be made after the Buyer has taken over the Subject of Transfer, by transfer to the Seller’s bank account specified in the heading of the Agreement.Cashless payments shall be made through the Buyer’s financial institution on the basis of an invoice, the due date of which is agreed in Article II point 2.3 of the Agreement. The invoice shall be deemed paid on the date of debiting the funds from the Buyer’s account to the Seller’s account specified in the heading of the Agreement. If the Parties to the Agreement agree on advance payments, their amount and method of payment will be regulated in the relevant Partial Contract. The agreed advance payment may be a maximum of 40% of the Purchase Price.The agreement on advance payments can be applied only if the delivered Subject of Transfer under the relevant Partial Contract includes a helicopter, i.e. Item No. 1 of Annex No. 1 to the Agreement in the section Required Technical Configuration of the Helicopter.
  5. An integral part of the invoice will be the delivery note/acceptance certificate confirmed by the Buyer. The delivery note/acceptance certificate may be the basis for invoicing only after the Seller has eliminated the defects of the Subject of Transfer and after the Buyer has indicated satisfactory delivery of the Subject of Transfer on the relevant delivery note/acceptance certificate.
  6. The invoice must meet all the requirements of a tax document within the meaning of Act No. 222/2004 Coll. on value added tax, as amended. In the event that the invoice contains incorrect or incomplete data, the Buyer is entitled to return it for reworking or supplementation and the Seller is obliged to correct, supplement or issue a new invoice, depending on the nature of the deficiency. In such a case, the Buyer will not be in default and the new maturity period for such an invoice will begin to run upon receipt of the new or amended correct tax document.

Article VI

**Warranty Period and Liability for Defects**

* 1. The Seller provides a warranty period for individual components of the Subject of Transfer in the length specified in Art. II, point 2.3 of the Agreement and during this period undertakes to ensure warranty repair or removal of all defects in accordance with the Warranty System, which forms Annex No. 4 to this Agreement. The warranty period begins on the day of acceptance of the Subject of Transfer by the Buyer under this Agreement. In the event of a complaint, the warranty period is extended by the time during which the defect was removed.
  2. In the event of a defect under the warranty of the Subject of Transfer during the warranty period, the Buyer has the right to have the defects removed free of charge and the Seller is obliged to remove the defects at their own expense. For the avoidance of doubt, the provisions of this clause shall apply to all items of the Subject of Transfer under this Agreement, including the costs of assembly and disassembly of the claimed Subject of Transfer or its part and the costs of transportation of the claimed Subject of Transfer, as well as insurance of the claimed Subject of Transfer.
  3. The Buyer shall make a claim for a defect under the warranty of the Subject of Transfer without undue delay after its discovery, in writing addressed to the Seller. The claim for warranty rights must include, in particular, the number and date of conclusion of the Partial Contract and a description of the quality defect of the Subject of Transfer or the manner in which the defect manifests itself.
  4. In the event of delivery of a defective Subject of Transfer, the Buyer is entitled to:

1. request the removal of defects in the Subject of Transfer, if they are repairable,
2. request the delivery of the missing quantity or part of the Subject of Transfer,
3. request the replacement of the defective Subject of Transfer by a Subject of Transfer without defects,
4. request an appropriate discount on the Price/Purchase Price,
5. withdraw from this Agreement and/or Partial Contract and demand the refund of the Price/Purchase Price paid for the Subject of Transfer, or its part showing quality defects.
   1. The Buyer shall state the right to choose the claim applied pursuant to point 6.4 of this Article of the Agreement in the written complaint. In the event of a change in the choice of the claim applied, the Buyer’s written consent is required. The Seller undertakes to remove the defect in the Subject of Transfer at their own expense no later than within the period specified in Article II, point 2.3 of the Agreement.
   2. In the case of claims arising from a complaint pursuant to point 6.4(d) and (e) of this Article of the Agreement, the Seller shall be obliged to issue and deliver to the Buyer a credit note (correction of the tax base with the details in accordance with the relevant generally binding legal regulations) with a maturity of thirty (30) days from the date of its delivery to the Buyer.
   3. In the case of claims arising from a complaint pursuant to point 6.4(a) to (c) of this Article of the Agreement, the Seller shall be obliged to proceed in accordance with this Agreement and the Warranty System (Annex No. 4 of this Agreement).
   4. After exercising the rights under the warranty, the Seller is obliged, in accordance with the Warranty System, which forms Annex No. 4 to this Agreement and in accordance with this Agreement, to immediately carry out such performance that will enable the Subject of Transfer to be used for the purpose for which the Subject of Transfer is usually used.
   5. The procedure for making a complaint about the Subject of Transfer is further governed by the warranty conditions and the relevant provisions of the Commercial Code and other generally binding legal regulations valid in the territory of the Slovak Republic.
   6. The warranty period of the delivered Subject of Transfer, if Goods are the delivered Subject of Transfer, shall be extended by the period during which defects for which the Seller is responsible are being remedied under warranty repair and the Buyer cannot properly use the Goods.
   7. The Seller is responsible for ensuring that the Subject of Transfer, which is the goods, will have the properties defined in Annex No. 1 to this Agreement and in the relevant standards during the warranty period, and that the Subject of Transfer will be suitable for proper use for the purpose for which it is usually used.

Article VII

**Other Arrangements**

1. The Seller declares that the Subject of Transfer is not encumbered by the rights of third parties.
2. The Seller is obliged to deliver the Subject of Transfer to the Buyer in the agreed quantity, scope, quality, in the required technical parameters, in faultless condition and on the agreed date in accordance with the specification pursuant to Article II, point 2.3 of the Agreement, Annex No. 1 to the Agreement, the relevant Partial Contract and in accordance with the relevant legal regulations.
3. The Seller acknowledges that the Buyer’s funds intended for payment of the Price are public funds, and are funds from the European Union and/or funds from the State budget of the Slovak Republic. The Buyer acknowledges that the use of public funds, the control of the use of these funds and the recovery of their unauthorised use or retention are subject to the regime regulated by the relevant legal regulations of the European Union, as well as by specific regulations in the field of budgetary rules, financial control and, in particular, the provision of support within the framework of the relevant operational programme.

The Parties to the Agreement have agreed that the content of all documents that establish the rules for the use of funds provided from the budget of the European Union for the implementation of the relevant operational programme, even if they are not generally binding legal regulations, as well as all documents in this area that impose obligations on the Seller in connection with the performance under the Agreement, are binding on the Seller on the date of their publication, if they have been published in a manner accessible to the Seller.

The Seller is obliged to tolerate the performance of an inspection, audit or verification by authorised persons in connection with the provided services under the Agreement and/or Partial Contract, to provide them with all necessary cooperation and to create conditions for the performance of an inspection/audit in accordance with the relevant legal regulations in force in the territory of the Slovak Republic, at any time during the term of the Agreement and/or Partial Contract. The Seller is obliged to fulfil the obligation under the previous sentence within the terms specified by the Buyer in contractual relations with the relevant authorities involved in the system of using funds provided from the European Union budget for the implementation of the relevant programme, within the framework of which the Buyer claims the financing of expenses paid to the Seller, which they incurred from the performance of the Agreement. Authorised persons, according to the first sentence, are understood primarily as authorised employees of the control authority under the relevant generally binding legal regulations of the Slovak Republic and the European Union, while employees authorised to perform the control are, for example:

1. authorised employees of the Buyer,
2. Audit Authority,
3. Supreme Audit Office of the Slovak Republic,
4. Public Procurement Office of the Slovak Republic,
5. Government Office of the Slovak Republic,
6. authorised representatives of the European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors,
7. persons invited by the control authorities in accordance with the rules specified in the grant agreement/internal regulation.

The Seller shall provide all necessary cooperation to the authorised persons to perform the control/audit.

By signing the Agreement, the Seller acknowledges that authorised persons within the framework of the inspection or audit have, among other things, the authority to:

1. require and collect within a specified period originals or officially certified copies of documents, writings, data records on storage media of computer equipment, their extracts, outputs, statements, information, documents and other supporting documents related to administrative financial control or on-site financial control;
2. to the extent necessary under the conditions set out in special regulations, enter a building, facility, operation, means of transport, land or enter a dwelling if it is also used for business or for carrying out other economic activities;
3. require the presence of authorised persons from the Seller during the inspection, audit or verification at the Seller;
4. require the Seller to take corrective measures and eliminate the identified deficiencies at the Seller.
5. The Parties to the Agreement expressly agree that the Seller is not entitled to assign to a third party, pledge or set off any of its receivables arising from or in connection with this Agreement and/or the Partial Contract or the performance of obligations under this Agreement and/or the Partial Contract without the prior written consent of the Buyer.
6. The Parties to the Agreement agree that if the conditions of the Public Procurement or special legal regulations require special permits or certificates for the sale or handling of the Subject of Transfer or the provision of the Subject of Transfer, the Seller is obliged to have such permits or certificates and to maintain them in force throughout the duration of the Agreement and the relevant Partial Contract, otherwise the breach of this obligation will be considered a material breach of this Agreement. The Seller is obliged to immediately present such permit or certificate to the Buyer at any time during the validity of this Agreement upon the Buyer’s request.

Article VIII

**Contractual Penalties and Default Interest**

* 1. In the event of non-compliance with the terms of this Agreement and/or Partial Contract, the Parties to the Agreement have agreed on the following contractual penalties and default interests:

1. for the Seller’s delay in concluding a Partial Contract within the period pursuant to Art. II, point 2.3 of the Agreement, the Buyer shall claim against the Seller a contractual penalty in the amount of 0.05% of the Purchase Price for the Subject of Transfer according to the Call, or the Partial Contract, with the conclusion of which they are in delay, for each day of delay, including the commenced day,
2. for the Seller’s delay in delivering the Subject of Transfer and/or documentation that relates to the given Subject of Transfer according to Art. II, point 2.3 of the Agreement, the Buyer shall claim a contractual penalty against the Seller in the amount of 0.05% of the Purchase Price for the Subject of Transfer, with the delivery and/or provision of which they are in delay, for each, including the commenced day,
3. for the Seller’s delay in removing the defect in the Subject of Transfer within the period pursuant to Art. II, point 2.3 of the Agreement, the Buyer shall claim against the Seller a contractual penalty of EUR 10,000 (in words: ten thousand EUR) for each day of delay, including the commenced day,
4. for the Buyer’s delay in paying the Purchase Price, the Seller shall claim statutory default interest on the unpaid Purchase Price for each day of delay, including the commenced day,
5. in the event that the Seller delivers to the Buyer the Subject of Transfer that does not meet the requirements set for the Subject of Transfer under this Agreement, in particular in Article IV, point 4.3 of the Agreement or the relevant provisions of the Partial Contract, the Buyer shall claim against the Seller a contractual penalty of 20% of the Purchase Price of such Subject of Transfer agreed in the relevant Partial Contract,
6. in the event that the Seller’s statements referred to in Article IV, points 4.12 and 4.16 of the Agreement are false, the Seller is obliged to pay the Buyer a contractual penalty of EUR 30,000 (in words: thirty thousand EUR) for each individual breach,
7. in the event of a breach of the Seller’s obligations referred to in Art. IV, points 4.8 and 4.17 of the Agreement and in Art. VII, point 7.5 of the Agreement, the Buyer shall claim against the Seller a contractual penalty of 5% of the Purchase Price of the Subject of Transfer agreed in the relevant Partial Contract, for each individual breach, which shall not affect the Buyer’s right to compensation for damage incurred by such breach.
   1. The Parties to the Agreement declare that they do not consider the amount of the contractual penalties to be unreasonable, but consider it to be commensurate with the importance of the obligations it protects.
   2. The payment of the contractual penalty by the Seller pursuant to point 8.1 of this article of the Agreement does not extinguish the Buyer’s claim for any damages incurred in causal connection with the breach of the contractual obligation for which the contractual penalty is applied.
   3. The claim for a contractual penalty shall not arise if it is proven that the delay is caused by circumstances excluding liability (Force Majeure). The contractual penalty shall be paid by the Seller to the Buyer within thirty (30) days from the date of delivery of the invoice to the Seller’s registered office. For the purposes of this Agreement, Force Majeure shall be deemed to be events that are beyond the control of the Parties to the Agreement and which the Parties to the Agreement cannot foresee or directly influence in any way, in particular war, mobilisation, uprising, natural disasters, fires, embargoes, quarantines, pandemic. Exemption from liability for failure to deliver the Subject of Transfer shall continue for the duration of the Force Majeure event, but for no longer than two (2) months. After this period, the Parties to the Agreement shall agree on further action. If no agreement is reached, the Party to the Agreement who invoked circumstances excluding liability has the right to withdraw from the Agreement and/or the relevant Partial Contract.

Article IX

**Termination of the Agreement**

* 1. The Parties to the Agreement have agreed that the Agreement and/or Partial Contract may be terminated:

1. by written agreement of the Parties to the Agreement, effective on the date specified in such agreement; the agreement on the termination of the Agreement and/or Partial Contract shall also regulate the claims of the Parties to the Agreement arising from or in connection with this Agreement and/or Partial Contract,
2. by written withdrawal from the Agreement and/or Partial Contract in the event of a material breach of the Agreement and/or Partial Contract,
3. by written notice in accordance with points 9.6 and 9.7 of this Article of the Agreement.
   1. Withdrawal from the Agreement and/or Partial Contract shall be carried out by written notification from the withdrawing Party to the Agreement to the other Party to the Agreement, stating the reason for withdrawal from the Agreement, and shall take effect upon delivery to the other Party to the Agreement. In case of doubt, the withdrawal shall be deemed to have been delivered in accordance with Article X, point 10.4 of the Agreement. The Parties to the Agreement have agreed that withdrawal from the Agreement and/or Partial Contract shall always be delivered to the address of the Party to the Agreement specified in the heading of this Agreement.
   2. A material breach of the Agreement and/or Partial Contract shall include:
4. a delay by the Seller in delivering the Subject of Transfer by more than two (2) weeks from the agreed deadline of performance without providing a demonstrable reason that would justify the delay (Force Majeure), or
5. if the Price/Purchase Price is invoiced in conflict with the terms and conditions agreed in this Agreement and its annexes and/or the Partial Contract and its Annexes, or
6. the Seller delivers to the Buyer the Subject of Transfer with such parameters or in a scope and quality that are in conflict with this Agreement and/or the Partial Contract and/or their Annexes, or
7. the Buyer is in delay in paying the invoice by more than sixty (60) days after its due date, despite a written notice from the Seller specifying an alternative period for remedy, or
8. the Seller violates their obligations under Article IV, points 4.8 to 4.17 of the Agreement and under Article VII, point 7.5 of the Agreement, or
9. if the Seller delivers to the Buyer the Subject of Transfer with defects under Article VI, point 6.4 of the Agreement, or
10. if the Seller does not proceed to conclude the Partial Contract based on the Buyer’s Call in accordance with this Agreement.
    1. The Buyer shall also be entitled to withdraw from this Agreement and/or the Partial Contract in writing if:
11. bankruptcy proceedings or restructuring have been initiated against the Seller, or
12. the Seller has entered into liquidation, or
13. the Seller acts in breach of this Agreement and/or the Partial Contract and/or generally binding legal regulations valid in the territory of the Slovak Republic, and, upon written call from the Buyer, fails to remedy such conduct and its consequences within a reasonable period of time.
    1. The Buyer shall also be entitled to withdraw from this Agreement and/or Partial Contract if:
14. there is a reason for the exclusion of the Seller for failure to meet the participation conditions pursuant to Article 32(1)(a) of the Public Procurement Act or pursuant to Article 40(8) of the Public Procurement Act or there is any other reason for the exclusion of the Seller provided for in the Public Procurement Act, or
15. this should not have been concluded with the Seller in connection with a serious breach of an obligation arising from a legally binding act of the European Union, as decided by the Court of Justice of the European Union in accordance with the Treaty on the Functioning of the European Union, or
16. the Seller or their subsupplier was not registered in the Register of Public Sector Partners at the time of conclusion of this Agreement and/or Partial Contract or was deleted from the Register of Public Sector Partners.
    1. The Buyer is entitled to terminate this Agreement and/or Partial Agreement in writing without giving any reason with a notice period of two (2) months. The notice period shall commence on the day following the date of delivery of the written notice to the other Party to the Agreement.
    2. The Seller is entitled to terminate this Agreement and/or the Partial Contract in writing for the following reasons with a notice period of six (6) months:
17. if the Buyer has not paid a duly delivered and duly issued invoice to the Seller, if the Buyer is in arrears for more than sixty (60) days, despite a written notice from the Seller specifying an additional period for remedy, or
18. if the Buyer has not taken over the duly provided Subject of Transfer (if the Subject of Transfer is goods) in accordance with Article II of this Agreement, despite a repeated written notice from the Seller specifying an appropriate substitute deadline for the delivery of the Subject of Transfer.

The notice period shall commence on the day following the date of delivery of the written notice to the other Party to the Agreement.

* 1. Withdrawal from the Agreement and/or Partial Contract shall have the consequences specified in the relevant provisions of the Commercial Code, unless the Parties to the Agreement agree otherwise in writing.
  2. The termination of the Agreement and/or Partial Contract shall not affect the provisions relating to liability for defects, penalties, damages and other provisions of this Agreement, the nature of which implies that they should be maintained even after the termination of this Agreement and/or the Partial Contract.

Article X

**Common and Final Provisions**

1. Any written document or other communication delivered in connection with this Agreement and/or the Partial Contract to the other Party to the Agreement (hereinafter each of them referred to as “**Notice**”) must be:
2. in written form (in hard copy or electronic form),
3. delivered (i) in person, (ii) by first-class post with postage paid, (iii) by courier through a courier company, or (iv) by e-mail to the addresses specified in the heading of this Agreement.

For the avoidance of doubt, electronic communication in the form of regular e-mail, together with its attachments, including scans, is also considered a written form/form of communication under this Agreement. For the avoidance of doubt, the Partial Contract must be concluded in the form specified in the Partial Contract.

1. Notice given to the Buyer shall be sent to the address set forth in the heading of this Agreement or to such other person or address as the Buyer shall notify the Seller in writing from time to time in accordance with this Article of the Agreement.
2. Notice given to the Seller shall be sent to the address set forth in the heading of this Agreement or to such other person or address as the Seller shall notify the Buyer in writing from time to time in accordance with this Article of the Agreement.
3. A Notice shall take effect upon receipt and shall be deemed to have been received:
4. at the time of its delivery (or refusal to accept it), if delivered in person or by courier; or
5. at the time of its delivery, but no later than on the fifth (5th) day after its dispatch, if delivered as a first-class postal item with postage paid; or
6. at the time of delivery, but no later than the day following its dispatch, if delivered by electronic mail.
7. In the event of a change in the business name, name, registered office, legal form, statutory bodies or even the manner of their conduct for the Party to the Agreement, bank or account number, the Party to the Agreement to which any of the above changes relate shall notify the other Party to the Agreement of this fact in writing without undue delay, otherwise the liable Party to the Agreement shall be liable for all damages resulting therefrom or costs incurred by the other Party to the Agreement in this regard. In the event of changes pursuant to the preceding sentence, a written amendment to the Agreement and/or Partial Contract is not required; a written Notice is sufficient.
8. This Agreement and/or the Partial Contract may be amended in accordance with generally binding legal regulations valid in the territory of the Slovak Republic, in particular in accordance with Article 18 of the Public Procurement Act, only by written and numbered amendments, which, after being signed by both Parties to the Agreement, become an integral part of this Agreement and/or the Partial Contract. The provision of point 10.5 of this Article of the Agreement is not affected by this.
9. If any provision of this Agreement and/or the Partial Contract becomes partially or completely invalid or ineffective, this shall not affect the validity and effectiveness of the other provisions of this Agreement and/or the Partial Contract. In such a case, the Parties to the Agreement undertake to replace such a provision or part thereof by another provision, in such a way that the economic purpose and meaning of this Agreement and/or the Partial Contract remain preserved to the greatest extent possible and that the new provision corresponds to the intended purpose of the original provision of this Agreement and/or the Partial Contract.
10. Other rights and obligations not regulated by this Agreement and/or the Partial Contract shall be governed by the relevant provisions of the Commercial Code and other generally binding legal regulations valid in the territory of the Slovak Republic.
11. The Parties to the Agreement have agreed that any disputes arising from the performance of this Agreement and/or the Partial Contract will first be resolved by agreement or conciliation. If no agreement is reached, the matter will be resolved by the court of the Slovak Republic with the appropriate jurisdiction and venue.
12. The Parties to the Agreement declare that they have entered into this Agreement freely and seriously, have read it, understood it and have no reservations about its form and content, which they confirm with their signatures.
13. This Agreement shall enter into force on the date of signing by all Parties to the Agreement and shall become effective on the day following the date of its publication in the Central Register of Contracts maintained by the Government Office of the Slovak Republic. The publication of the Agreement in the Central Register of Contracts shall be ensured by the Buyer.
14. This Agreement is drawn up in electronic form with the validity of the original in accordance with Act No. 305/2013 Coll. on the electronic form of the exercise of the powers of public authorities and on the amendment to certain acts (the e-Government Act), as amended and in accordance with Act No. 272/2016 Coll. on trusted services for electronic transactions in the internal market and on the amendment to certain acts, as amended. In the case of signing the Agreement in paper form, the Agreement is drawn up in three (3) copies with the validity of the original, of which two (2) for the Buyer and one (1) for the Seller.
15. The Agreement has the following annexes, which form an integral part of it. In the event of any conflict between the provisions of the Agreement and its annexes, the provisions set out in the annexes shall prevail.

* Annex No. 1 – Description of the subject-matter of the contract, draft performance
* Annex No. 2 – Structured budget of the Price
* Annex No. 3 – List of subsuppliers
* Annex No. 4 – Warranty System (warranty conditions)
* Annex No. 5 – Spare parts support programme for the particular model of helicopter
* Annex No. 6 – Places and deadlines of performance
* Annex No. 7 – Detailed helicopter delivery schedule
* Annex No. 8 – SPO IDE checklist
* Annex No. 9 – Mission Analysis
* Annex No. 10 – Partial Contract Template

In [●], on: [●] In [●], on: [●]

For the Buyer: For the Seller:

....................................................... .......................................................

[●] [●]

[●] [●]

**ANNEX No. 1**

**DESCRIPTION OF THE SUBJECT-MATTER OF THE CONTRACT, DRAFT PERFORMANCE**

**ANNEX No. 2**

**STRUCTURED BUDGET OF THE PRICE**

**ANNEX No. 3**

**LIST OF SUBSUPPLIERS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Identification of the proposed subsupplier (business name, registered office, Company ID No.)** | **Identification of the relevant performance** | **Share of performance expressed in % and the sum** | **Name, surname, date of birth, address of residence of the person authorised to act on behalf of the subsupplier** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**ANNEX No. 4**

**WARRANTY SYSTEM**

**ANNEX No. 5**

**SPARE PARTS SUPPORT PROGRAMME**

**ANNEX No. 6**

**PLACE AND DEADLINES OF PERFORMANCE**

**ANNEX No. 7**

**DETAILED HELICOPTER DELIVERY SCHEDULE**

**ANNEX No. 8**

**SPO IDE CHECKLIST**

**ANNEX No. 9**

**MISSION ANALYSIS**

**ANNEX No. 10**

**PARTIAL CONTRACT TEMPLATE**

**PARTIAL CONTRACT**

entered into pursuant to Article 409 et seq. in conjunction with Article 269 (2) of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the “**Commercial Code**”) and pursuant to Act No. 343/2015 Coll. on public procurement and on the amendment to certain acts, as amended (hereinafter referred to as the “**Public Procurement Act**”)

based on the Framework Agreement concluded between the parties on [●]

(hereinafter referred to as the “**Contract**”)

The Parties

|  |  |
| --- | --- |
| **The Buyer:** |  |
| Name: | **Slovak Republic represented by the Ministry of Interior of the Slovak Republic** |
| Registered office: | Pribinova 2, 812 72 Bratislava, Slovak Republic |
| Represented by: | [●] |
| Comp. ID No.: | 00 151 866 |
| Tax ID No.: | 2020571520 |
| VAT Reg. No.:  Bank: | SK2020571520 (registration pursuant to Article 7 of Act No. 222/2004 Coll. on value added tax as amended)  State Treasury |
| Account No.: | SK78 8180 0000 0070 0018 0023 |
| BIC/SWIFT Code: | SPSRSKBA |
| Website (URL): | http://www.minv.sk/ |
| Contact/authorised person:  Tel. contact:  E-mail: | [●]  [●]  [●] |
| (hereinafter referred to as the “**Buyer**”) |  |

and

|  |  |
| --- | --- |
| **The Seller:** |  |
| Name: | [●] |
| Registered office/Place of business: | [●] |
| Statutory body: | [●] |
| Comp. ID No.: | [●] |
| Tax ID No.:  VAT Reg. No. (if allocated): | [●]  [●] |
| Bank:  Account No.:  BIC/SWIFT Code: | [●]  [●]  [●] |
| Website (URL): | [●] |
| Registered in: | the Commercial Register [●] of Court [●], Section [●], File No.: [●] *alternatively* in the Trade Register of the District Office [●], Trade Register No.: [●] |
| Contact/authorised person:  Tel. contact:  E-mail:  (hereinafter referred to as the “**Seller**”) | [●]  [●]  [●] |
| (the Buyer and the Seller hereinafter jointly referred to as the “Parties” and individually the “Party”) | |

Article I

Introductory Provisions

1. The Parties concluded on [●] Framework Agreement No. [●] (hereinafter referred to as the “**Agreement”),** the subject-matter of which is the Seller’s obligation to deliver to the Buyer new, unused helicopters, including optional accessories, non-compulsory equipment (if applicable), technical documentation, equipment and spare parts, as well as to provide services related to the operation of the helicopter as the subject of transfer is specified in Annex No. 1 to the Agreement – ​”​Description of the subject-matter of the contract” and the Buyer’s obligation to take over the delivered subject of transfer and pay the Seller the agreed price in accordance with the terms of the Agreement.
2. The Parties enter into this Contract in accordance with the Agreement and the Buyer’s Call dated [•].
3. The purpose of this Contract is the transfer/provision of the subject of transfer pursuant to Article II, point 2.1 of this Contract by the Seller to the Buyer in accordance with the Agreement and its Annexes.
4. The Parties hereby declare that they are competent to conclude this Contract and to fulfil the obligations contained therein.
5. If the Parties define a term as a contractual abbreviation, the definition of which was defined with a capital letter, the purpose of introducing the contractual abbreviation is better orientation in the text of the Contract and the term has the same meaning even if it is stated with a lower-case letter due to a typing error, unless the context of the content of the provision of the Contract indicates otherwise. Unless the content and context of the provision of the Contract indicate otherwise, the contractual abbreviations stated in the singular or plural have the same meaning.

Article II

Subject Matter of the Contract

1. The subject matter of this Contract is the conditions of delivery/provision of the subject of transfer under this Contract, which is further specified in Annex No. 1 to this Contract – ​​Specification of the Subject of Transfer (hereinafter referred to as the “**Subject of Transfer**”).
2. The Seller undertakes to deliver/provide to the Buyer the Subject of Transfer under the conditions set out in the Agreement, its annexes and this Contract, in faultless condition and of the required quality and quantity, and the Buyer undertakes to take over the Subject of Transfer and pay the Seller the price agreed in accordance with the terms of the Agreement and its annexes and this Contract.
3. Place of delivery of the Subject of Transfer: [●]
4. Deadline for the delivery of the Subject of Transfer: [●]

Article III

Price

* 1. The Price for the Subject of Transfer was set in compliance with Act of the National Council of the Slovak Republic No. 18/1996 Coll. on prices as amended and Decree of the Ministry of Finance of the Slovak Republic No. 87/1996 Coll. implementing Act No. 18/1996 Coll. on prices as amended, as the final price. The Purchase Price is the result of public procurement and is defined in Article II, point 2.3 of the Agreement and the structured budget of the Purchase Price is set out in Annex No. 2 to the Contract (hereinafter referred to as the “**Purchase Price**”).
  2. Given the agreement of the Parties on the delivery of the Subject of Transfer in parts, the Parties have agreed on partial invoicing of the Purchase Price according to the Schedule of deliveries of parts of the Subject of Transfer, which forms Annex No. 3 to the Agreement.

***alt. in the case of services***

The invoicing of the Purchase Price is subject to Article V of the Agreement.

* 1. Agreement on advance payments [●] – *In accordance with the terms of the Agreement, the amount and method of payment of advance payments shall be supplemented, if such an agreement is applicable.*

Article IV

Training of the Buyer’s Staff *– if applicable*

* 1. The Seller undertakes, in accordance with the Agreement and its Annexes, to provide training for the Buyer’s staff.
  2. For the purpose of providing training pursuant to point 4.1 of this Article of the Contract, the Seller undertakes to create a draft training plan within [●] months prior to delivery of the helicopter, i.e. Item No. 1 in the Required Technical Configuration of the Helicopter section of Annex No. 1 to the Agreement. The draft training plan drawn up by the Seller must be submitted to the Buyer within the period specified in the previous sentence for discussion and approval. The Buyer shall discuss and approve the training plan submitted by the Seller within [●] business days from the date of its delivery to the Buyer.
  3. In the event of reservations by the Buyer to the training plan pursuant to point 4.2 of this Article of the Contract, the Buyer shall express their reservations by means of a notification in the form of a regular e-mail in accordance with Article X of the Agreement addressed to the Seller, who, on the basis of this notification, shall submit to the Buyer an amended training plan within [●] business days, in which the Buyer’s reservations shall be taken into account. The amended training plan shall be subject to discussion and approval by the Buyer in the manner specified in point 4.2 of this Article of the Agreement.
  4. The Seller is entitled to commence training pursuant to point 4.1 of this Article of the Contract only after the Buyer has approved the training plan pursuant to this Article of the Contract and after the Buyer has called upon the Seller to commence the implementation of the relevant training. The Buyer shall send the call pursuant to the preceding sentence to the Seller in the form of a regular e-mail in accordance with Article X of the Agreement.
  5. As part of the training provided, the Seller shall provide each participant from the Buyer’s staff with training materials in English and written confirmation of completion of the relevant training. For the avoidance of doubt, the Seller undertakes to provide a written confirmation of completion of the relevant training for each participant to the Buyer as well.

Article V

Other Arrangements

* 1. The Seller declares that the Subject of Transfer is not encumbered by the rights of third parties.
  2. The Seller is obliged to deliver the Subject of Transfer to the Buyer in the agreed quantity, scope, quality, in the required technical parameters, in faultless condition and on the agreed date in accordance with this Contract, the Agreement, and their Annexes and in accordance with the relevant legal regulations.

Article VI

Common and Final Provisions

* 1. Unless otherwise agreed in this Contract, the rights and obligations of the Parties to the Agreement within the meaning of the Agreement are the rights and obligations of the Parties under this Contract. For the avoidance of doubt, contractual penalties and default interest under this Contract are governed by provisions of Article VIII of the Agreement.
  2. The Parties agree that all matters not regulated by this Contract shall be governed by the relevant provisions of the Agreement. Other rights and obligations not regulated by the Contract and/or the Agreement shall be governed by the relevant provisions of the Commercial Code and other generally binding legal regulations valid in the territory of the Slovak Republic.
  3. The Parties declare that they have entered into this Contract freely and seriously, have read it, understood it and have no reservations about its form and content.
  4. This Contract shall enter into force on the date of signing by all Parties and shall become effective on the day following the date of its publication in the Central Register of Contracts maintained by the Government Office of the Slovak Republic. The publication of the Contract in the Central Register of Contracts shall be ensured by the Buyer.
  5. This Contract is drawn up in electronic form with the validity of the original in accordance with Act No. 305/2013 Coll. on the electronic form of the exercise of the powers of public authorities and on the amendment to certain acts (the e-Government Act), as amended and in accordance with Act No. 272/2016 Coll. on trusted services for electronic transactions in the internal market and on the amendment to certain acts, as amended. In the case of signing the Contract in paper form, the Contract is drawn up in three (3) copies with the validity of the original, of which two (2) for the Buyer and one (1) for the Seller.
  6. The Contract has the following annexes, which form an integral part of it:
* Annex No. 1 – Specification of the Subject of Transfer
* Annex No. 2 – Purchase Price for the Subject of Transfer
* Annex No. 3 – Schedule of deliveries of parts of the Subject of Transfer

In [●], on: [●] In [●], on: [●]

For the Buyer: For the Seller:

....................................................... .......................................................

[●] [●]

[●] [●]