NO: 3040-0027/2024

TENDER NO: 2024-416

DRAFT

**SALES CONTRACT**

|  |
| --- |
| **OF 20,000 m3 DIESEL FUEL** |

concluded by

**SELLER:**

**Institute of the Republic of Slovenia for Commodity Reserves,** Dunajska cesta 106, 1000 Ljubljana,

represented by its Director, Andrej KUŽNER, M.Sc.

VAT ID: DE815141849

Registration number: 5022959000

(hereinafter referred to as "the Seller")

and

**BUYER:**

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

represented by its director ........................

VAT ID: DE..................................

Registration number:.................................

(hereinafter referred to as “the Buyer”)

as follows:

## INTRODUCTORY PROVISIONS

1. **Article 1**

The Parties hereto first note that:

* that the Seller has carried out a tendering procedure no. 3040-0027/2024, 2024-416, which was published on the website of the Seller;
* that the Buyer has been selected as the most advantageous tenderer for the purchase of the goods which are the subject of this Contract on the basis of the Seller's Decision No. dated

and on this basis the Parties enter into this Contract.

## SUBJECT MATTER OF THE CONTRACT

1. **Article**

The subject-matter of the contract is the sale of 20,000 m3 of diesel fuel, of a quality in accordance with SIST EN 590, winter quality, stored in the excise warehouse of Oiltanking GmbH & Co. KG, Am Strandkai 1, 20457 Hamburg, at the location of Oiltanking GmbH & Co. KG, Blumensand 38, 21107 Hamburg, Federal Republic of Germany (ITT Intank Transfer - Incoterms 2020).

###### TIME LIMIT AND DELIVERY OF THE GOODS

1. **Article**

The Buyer shall be entitled to take delivery of the goods upon signature of the Contract by both parties and the provision of appropriate financial security or upon receipt of advance payment in accordance with Article 7 of this Contract, but not before 16 December 2024.

The Buyer undertakes to take delivery of the goods in full no later than 29 December 2024.

The Buyer must notify the Seller within no less than three working days prior to the intended taking over of the petroleum product of the intended date and the quantity of the petroleum product to be taken over. The Buyer will coordinate in a timely way the schedule for the release of the petroleum products with the stock release point.

###### QUALITY OF THE GOODS

1. **Article**

The Seller guarantees that the goods shall be of a quality in accordance with standard EN 590, winter quality.

###### CONTRACT PRICE AND VALUE

1. **Article**

The value of the petroleum products shall be determined based on the average of the quotes in December 2024 and the daily EUR/USD exchange rates (each individual daily quote is multiplied by the EUR/USD exchange rate of the same day), using the following for the calculation:

* daily quotes for diesel fuel from Platt's European Marketscan for "ULSD 10 ppm" under the title "CIF NWE/Basis ARA," multiplied by
* the daily EUR/USD exchange rates published by the ECB,

with a surcharge/discount (+/-): EUR/l.

For the conversion of the quantities from litres into kilograms, the density to be used for diesel fuel shall be 0.845 kg/litre at 15 °C.

The above price does not comprise the fee charged for the emergency stocks of petroleum products of the Federal Republic of Germany and value added tax which shall be added to the amount calculated as shown above.

The product is sold exclusively without the energy tax – “energiesteuerlich unversteuert”.

In the event that any additional costs and/or levies would result from/arise in connection with the purchased petroleum product, they shall be covered by the Tenderer.

If the petroleum product will be sold to a buyer identified for VAT purposes as a taxable person in an EU Member State, and the petroleum product will be dispatched/transported from the territory of the Federal Republic of Germany, the buyer must present a recapitulative statement 5 days prior to the intended taking over of the petroleum products by means of which he shall confirm that the petroleum product will be dispatched exported from the country.

###### METHOD OF PAYMENT

1. **Article**

The Seller shall issue the invoice with the applicable taxes within eight days from the final deadline for the take over of the goods. The Seller will issue the invoice for the goods as a German taxpayer.

The Buyer shall pay the purchase price for the goods from Article 2 of this contract to the Seller within fourteen (14) days from the issuance of the invoice to the transaction account specified by the Seller on the invoice.

In the case of an advance payment, the Buyer will pay the Seller the remaining balance to reach the full purchase price, or the Seller will refund the excess amount to the Buyer.

In the event of late payment by the Buyer, the Seller may charge statutory default interest.

In the event of prepayment, the Seller will issue an advance invoice.

###### FINANCIAL SECURITY FOR PAYMENT OF THE GOODS

1. **Article**

The value of the petroleum product used to calculate the amount of the financial security/collateral for the payment of the petroleum product and the pro-forma invoice is the 14-day average of the daily prices and of the daily exchange rates for the period from 18 November 2024 to 29 November 2024 + plus 10% (each individual daily quote is multiplied by the EUR/USD exchange rate of the same day), using the following for the calculation:

* daily quotes for diesel fuel from Platt's European Marketscan for "ULSD 10 ppm" under the title "CIF NWE/Basis ARA," multiplied by
* the daily EUR/USD exchange rates published by the ECB
* for the conversion of the quantities from litres into kilograms, the density to be used shall be 0.845 kg/litre at 15 °C.

The fee charged for the emergency stocks of petroleum products of the Federal Republic of Germany and the value added tax shall be added to the amount calculated as shown above.

With regard to the security pledged to guarantee for the payment of the petroleum product, of the liquidated damages, and of any damage under the second paragraph of Article 8 of this Contract, the Buyer must provide to the Agency one of the following types of security for the payment of the petroleum product at the latest within three (3) working days prior to the first take-over of an individual lot of the petroleum product:

- a guarantee issued by an investment-grade bank valid as a minimum 15 days after the lapse of the deadline for the payment of the petroleum product,

- advance payment,

- a combination of a bank guarantee and advance payment,

in the amount calculated in accordance with the methodology referred to in paragraphs 1 and 2 of this Article multiplied by the quantity of the petroleum product offered for purchase.

The Agency shall forfeit the guarantee, that is, the advance payment in the event of a non-payment for the petroleum product already taken over, non-payment of the liquidated damages, and of any damages referred to in the third paragraph of Article 8 of this Contract. The Agency shall be entitled to demand from the Buyer a higher or additional financial security, if the submitter, should the submitted financial security would not to cover the value of the petroleum product that the buyer will take over or he has already taken over.

###### LIQUIDATED DAMAGES

1. **Article**

If the Buyer is in default of the agreed time limit for taking delivery of the goods, the Seller may require the Buyer to pay a contractual penalty, which shall depend on the duration of the delay, as follows:

* for each calendar day of a delay, a contractual penalty of 0.5% (five-tenths of one per cent), but not exceeding a total of 10% (ten per cent) of the contractual value of the goods purchased.

If the damage suffered by the Seller as a result of the delay is greater than the contractual penalty, the Seller shall be entitled to claim the difference up to the full amount of damages.

If the Buyer is in default, the Seller shall be entitled to claim both performance and liquidated damages.

The right to charge liquidated damages for delay shall not be conditional on the Buyer having suffered any damage.

The Buyer shall pay the liquidated damages for default within eight (8) days of receipt of the Seller's claim (invoice). The Seller reserves the right to set off the liquidated damages against any outstanding claims of the Buyer against the Seller.

###### COMPENSATION FOR DAMAGES

1. **Article**

In the event that the Seller suffers damage as a result of the Buyer's failure to comply with its obligations under this Contract, the Seller shall claim damages in accordance with the general principles of liability for damages, irrespective of the application of liquidated damages or the forfeiture of financial security.

The Seller and the Buyer shall set off the damages against payment. If the above is not possible, the Buyer shall pay the damages within eight (8) days of receipt of the invoice for damages.

###### CONTACT DETAILS

1. **Article**

***Buyer:*** *sord@dbr.si*

***Seller:***

|  |  |
| --- | --- |
| **Name:** | **Contact:** |
|  |  |

###### DISPUTE RESOLUTION

1. **Article**

The Parties shall resolve any disagreements by mutual agreement. In the event of a dispute, the Ljubljana court shall have jurisdiction.

###### ANTI-CORRUPTION CLAUSE

1. **Article**

If any person promises, offers or gives any unauthorised advantage to, on behalf of or for the account of the Buyer, to any representative or agent of the Seller in connection with this Contract for:

* to obtain business; or
* to conclude the transaction on more favourable terms; or
* to omit to exercise due control over the performance of the contractual obligations; or
* for any other act or omission that causes damage to the Seller or allows an unauthorised advantage to be obtained by a representative or agent, or by another party to the contract, or by a representative, agent or intermediary of the Seller;

the contract is null and void.

###### TRADE SECRET

1. **Article**

The Buyer undertakes to keep confidential all information, documents and other data relating to the Order which comes to its knowledge in the performance of this Contract and undertakes to use them solely in connection with the performance of this Contract and not to communicate them to third parties or to make any further use of them. The obligation to protect confidential information pursuant to this Contract shall apply to all subcontractors, associates and employees of the Buyer, including those working on legal bases other than the contract of employment, and to all of them even after the termination of their cooperation or employment.

The obligation of professional secrecy shall apply both during the performance of this Contract and thereafter, unless the parties agree otherwise.

The Buyer undertakes to:

* take all necessary steps to keep the protected information confidential and secure against theft or any unlawful disclosure;
* use the information provided only for the performance of this Agreement;
* return to the Seller or destroy all data obtained from the Seller during the term of this Agreement, including any copies, after the expiry of this Agreement.

###### WITHDRAWAL FROM THE CONTRACT

1. **Article**

In case the buyer:

* unprofessional performance of the contracted services;
* fails to fulfil its obligations under this Agreement, even after a further request by the Seller;
* does not protect the trade secrets and personal data of the Seller;
* it enters bankruptcy or liquidation proceedings or becomes insolvent,

the Seller may terminate this Agreement without notice and without incurring the costs associated with termination of this Agreement. In this case, the Buyer shall also be liable for any damage caused by its conduct to the Seller.

Withdrawal shall take effect from the date on which the Buyer receives the written notice of withdrawal by registered post from the Seller.

###### FINAL PROVISIONS

1. **Article**

Anything not provided for in this Agreement shall be subject to the provisions of the Civil Code, the Commodity Reserve Act and other regulations.

1. **Article**

The Parties agree that the Contract shall enter into force on the date on which it is signed by both Parties. If the Contract is signed in several languages, the Slovene text of the Contract shall prevail.

1. **Article**

The Contract shall be drawn up in two (2) identical copies, one (1) of which shall be given to each Party.

Ljubljana, on \_\_\_\_\_\_\_\_\_\_

Number: Number:

|  |  |
| --- | --- |
| **BUYER** | **INSTITUTE** |