

## SUPPLY AND SERVICE AGREEMENT

This agreement, signed today, on \_\_\_\_\_, in Tirana, between the following parties:

**Univers Reklama**, a limited liability Company, incorporated and established in compliance with the Albanian law, with its registered office in the address: Qafe – Kashar, mbikalimi i ri i Rinasit, Tirane, and Unique Tax Registration number (NIPT) K41926003N, represented by its Administrator, Mr. Flamur Salija, (hereinafter referred as the "Provider")

And,

Agencia Internazionale per la Cooperazione allo Sviluppo (Aias) di Tirane, a company incorporated and established in compliance with the Albanian Law, and registered office in the address: Rr. Abdi Topteni Teme Njup 5, and Unique Tax Registration Number (NIPT) 761912008P, represented by Mr. Andrea Senesi (hereby referred as the "Customer")

Both, the Provider and Customer, hereinafter jointly referred as the "Parties", and referred individually as the "Party".

### PRELIMINARY TERMS

- (A) Customer wants to purchase several products, as provided in List A, attached to this Contract;
- (B) Provider wants to provide the Customer with products/services given in List A, in compliance with the following requirements and terms:

### 1. DEFINITIONS

- 1.1. The Preliminary terms and any List attached herein are an integral part of the Contract as specified below.
- 1.2. "Contract" shall mean this agreement.
- 1.3. "Product" shall mean the products provided in List A.
- 1.4. "Specifications" shall mean any technical, operational or performance specification, as well as product quality requirement provided in List A, followed with the relevant modifications, additions or changes that the Parties altogether agree to have in writing from time to time.

### 2. SCOPE OF THE AGREEMENT



- 2.1 Scope of this Agreement shall be the provision of the Customer with the products given in List A of this Agreement, their installation by the Provider, as provided in the Purchase-Order of the Customer products and his needs during the timeframe of this contract.
- 2.2 This Agreement provides the supply and installation terms and conditions of the products given in this Contract.
- 2.3 By this Agreement, the Customer and Provider jointly agree that the Customer shall be supplied, in any case, by the Provider with every product given in List A, as per the specifications made in the Purchase Order.

### 3 TERM OF THE CONTRACT

- 3.1 This Contract shall become effective starting from the date of being signed by both parties and shall be valid for 1 month term.

### 4 PRICE, INVOICING AND PAYMENT TERMS

- 4.1 Price of the contract shall be as the prices given in List A, attached to this Contract, and include any local taxes applied, if there are, except the value added tax, VAT. VAT shall be invoiced as an addition to the price of the tax invoice issued by the Provider for the respective supply.
- 4.2 Provider hereby agrees to invoice the Customer following the delivery and acceptance of Products by the Customer. Every invoice shall be paid by the Customer within 10 (days) from its receipt by bank transfer to the Provider account no. \_\_\_\_\_, of the Bank \_\_\_\_\_. The Parties agree that in Customer shall pay a penalty of 1% of total product price for any days in delay of payment, but not more than 10% of the total price. Each of the parties shall pay the respective bank commissions required, if there are such.

### 5 DELIVERY OF PRODUCTS

- 5.1 Products shall be delivered to the Customer in the address: 1) Rr: Abdi Toptani, Torre Drin, 5<sup>th</sup> floor Tirana or to any other address communicated in writing by Customer.
- 5.2 Provider shall deliver the products as per the required quantities and delivery time specified in the Purchase Orders.
- 5.3 Failure to deliver the required products within the set and agreed deadline by the Provider shall result to a penalty of 1% of the total price for each day in delay to the Provider, but not more than 10% of the total price.
- 5.4 The following contacts shall be responsible to follow-up the order by both Parties:

For the Provider:

Name/Surname  
E-mail:  
Mobile:



For the Customer:

*[Handwritten signature of the customer]*

### 6 PRODUCT WARRANTY



6.1 Provider shall represent and guarantee that the Products, object of this Contract, are in full compliance with any standards and requirements set by the Customer.

## 7 CONFIDENTIALITY

- 7.1 Any information disclosed among the Parties shall be treated as confidential and shall not be disclosed to a Third Party unless authorized by the other Party in writing.
- 7.2 The provisions of this Article shall be valid for at least one year upon the termination of the Contract.

## 8 VARIOUS

- 8.1 This Contract shall be effective starting from the date of being signed and shall be valid for a period of 1 month term
- 8.2 Integral parts of this Contract are: List A, which includes products/services and respective prices applied.
- 8.3 This Contract is compiled in 2 counterparts in Albanian Language, and each of the parties shall be provided with 1 (one) counterpart, regularly signed on each page by both Parties.

FOR PROVIDER

"UNIVERS REKLAMA" COMPANY

  


FOR CUSTOMER:

