

### 1.1.1 Contract for Ålands Radio och TV HD project

### 1.1.2 Contact information for parties of the contract

Contact during:

<b>Contracting authority</b>	
Name	
Business ID	
VAT number	
Address	
Email	
Phone	

<b>Supplier</b>	
Name	
Business ID	
VAT number	
Address	
Email	
Phone	

Parts are obliged to without any delay give notice, in writing if changes of above given contact information occurs.

### 1.1.3 Purpose of contract

The content of the contract regulates the relationship between < Supplier> and < Contracting authority>.

For all other separate contracts the conditions specified in this contract including documents and annexes apply.

### 1.1.4 Scope

The supplier is committing to deliver:

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according to the rules laid out below and in the submitted tender.

Supplier is bound by the submitted tender.

Supplier shall follow statutes from applicable European directives, Finnish law and the law of Åland.

Delivery of xxx and supply of spare parts xx

### **1.1.5 Contract period**

Contract shall apply for the purchase of X and X .

### **1.1.6 Price and VAT**

Reimbursement provided as set in submitted tender.

In the tender the total cost is the price submitted.

All prices are submitted without VAT.

### **1.1.7 Invoice**

Payment will be transacted when product is received, or according to the agreement.

### **1.1.8 Right to complaint**

Payment does not mean that the contracting authority refrains from the right to complaint about any errors or omissions of the product.

### **1.1.9 Standard of the product**

Product must meet the requirements set up in the tender and any additional documents.

### **1.1.10 Additional parts**

In addition to the provisions and product requirements laid out in this contract and tender, the Supplier is bound to at request provide and deliver spare parts for:

- Transmitter 15 years ( Annex A and X )
- Headend 7 years ( Annex B and Y)
- Monitor 5 years (Annex C and Z)

for all parts above starting from the day signing this contract.

Additional spare parts to the above mentioned, shall be delivered within 6(six) month from the day the contracting authority submits an order during the above given number of years.

### **1.1.11 Contract, Contract changes and any additional documents and warrants**

If any documents are containing contradictive information or regulations the following order applies if not circumstances clearly dictate otherwise. Any changes to this contract or any additional documents must be approved by both the Supplier and the contracting authority in writing.

1. This contract
2. Product specification submitted in this tender
3. Any additional procurements documents
4. Contract terms JYSE 2014 products
5. This tender

#### **1.1.12 Annexes and changes**

All annexes and/or changes to this contract require both the suppliers and the contracting authority's written agreement.

#### **1.1.13 Contractors liability and Subcontractor**

During the term of the contract, the Supplier may by consent of the contracting authority permanently subcontract the service to another supplier. However the contracting authority may prohibit the subcontractor if the proposed subcontractor does not meet the requirements set out in this contract, the tender and any additional documents.

Subcontractor must meet the requirements set out in this contract and in the submitted tender and any additional documents.

The main Supplier is liable for the actions of its subcontractor as for its own. Consent by contracting authority to the use of a subcontractor does not reduce the main Suppliers liability. Consent needs to be given in writing.

#### **1.1.14 Damages and penalties**

Claim for penalties or damages need to be submitted at the latest three month after the delay or the damage has been discovered. Both the Supplier and the contracting authority own the right to damages in the event of contingent dissolving of this contract if part knew about the reason of annulment at the time of signing the contract.

Penalty claims can be demanded if:

- Supplier has failed repeatedly to provide the contracting authority with requested spare-parts within time outlaid in this contract and after having a written notification thereof right to demand penalty according to General Contract provisions, JYSE 2014 products.
- Supplier hires a subcontractor without written consent by the contracting authority is entitled to demand a penalty of 1000 euros for every subcontractor that has been hired without written consent.

#### **1.1.15 Confidentiality**

Neither the contracting authority nor the Supplier may disclose documents or otherwise provide information about the counterpart activities that might be regarded as trade secrets; business secretes or otherwise compromises the counterpart's internal relations.

This does not apply to the extent that disclosure is necessary for the fulfillment of this assignment. Neither does this apply to documents or information that has been established during the time of this contract.

Written consent is required if part according to law or other regulation is obliged to hand out certain information. Confidentiality does not apply to information that Counterpart that could have been disclosed in other ways than through this contract or that is commonly known. Confidentiality clause does not apply when part is required by law or other regulation to disclose information.

In case that part is given access to confidential information the provisions laid out in landskapslag (1977:72) on public documents applies.

Supplier is responsible to inform its employees and possible subcontractors about the provisions laid out in this contract. If supplier requests a specific confidentiality agreement it must be signed before the contract starts by both employees and possible subcontractors. Supplier is liable for possible consultants and subcontractors.

#### **1.1.16 Force majeure**

Part is released from its obligations laid out in this contract if part can proof that the impediment has occurred beyond its control and that could not be foreseen before signing the contract and wise consequences could not reasonably been avoided or overcome for example: war, protests, boycotts or blockades.

Conflict of Labor that arise out of a parts breach of collective agreement, or out of part not following market standards, rules and principles these rules may not be evoked as force grounds for exemption. Supplier is liable to proof that Labor conflict does not depend on them.

If delay is due to someone engaged by subcontractor or part that has been hired to fulfill or partially fulfill this contract part is free from damages if part is engaged by first paragraph.

Part has the right to invoke for majeure according to provision laid out above and if part without delay notifies the contracting authority about the occurrence thereof or its termination. Part shall notify other part when performance can be expected to be fulfilled. Part is obliged to immediately carry out the obligations under the contract when the incident of the above ceases.

If there is above-mentioned circumstances, the purchaser is entitled, as long as they persist, carry out the supplier's obligations. Remuneration to the vendor is reduced in proportion to the degree to which he cannot fulfill its commitments.

If a party dissolves the contract pursuant to this paragraph, the other party is entitled to compensation for the costs the party next time the contract termination had to fulfill the contract, but not for what may come in handy in party operations or for which party in another order received replacement.

### **1.1.17 Right to dissolve Contract**

The contracting authority has the right to dissolve the contract immediately if:

- supplier has failed repeatedly to provide the contracting authority with requested spare-parts within time outlaid in this contract and after having a written notification thereof
- an application of bankruptcy, composition, reorganization or debt adjustment is made against the Supplier
- Supplier is placed in liquidation
- Supplier has failed to pay taxes and statutory social security contributions and insurance contributions
- Supplier has repeatedly neglected the quality of the Service or has otherwise been in material breach of this contract and after having received a written notification thereof, fails to remedy such a breach without delay or repeats such a breach
- Supplier hires a subcontractor without written consent by the contracting authority
- Supplier has submitted false information in the tender when allocating the contract

Repeated breaches or shortcoming during time of the contract, regardless if they are redeemed within in reasonable time can constitute in damages and right to dissolve the contract.

If supplier has failed to fulfill this contract the Contracting authority has the right to redeem the Suppliers shortcomings at the cost of the Supplier and/or can the right to demand a price reduction.

Dissolving of this contract must be pursued in writing.

Supplier has the right for reimbursement for the part of the assignment stated in this contract that has been fulfilled and a reasonable cost for dissolving the contract and a reasonable cost for lost profit for the non-fulfilled part of the contract.

### **1.1.18 Dispute**

If dispute arises after the contract has been signed by both parties, the matter should be resolved by the joined parties. If the parties cannot agree, the dispute will settled in court under Åland legislation and with the District Court in whose jurisdiction the contracting authority is domiciled.

Supplier cannot cancel or suspend the fulfillment of the performance agreed upon in this contract by claiming that the dispute procedure has been initiated or is in progress.

### **1.1.19 Signature**

This contract has been prepared in two copies, one for each part.