

[http://www.praetor.si/about\\_us/terms\\_and\\_coditions/](http://www.praetor.si/about_us/terms_and_coditions/)

(In force since 2008/10/15)

PRAETOR d.o.o., Aljaževa ulica 7, Ljubljana (hereinafter PRAETOR)

## GENERAL TERMS AND CONDITIONS

Version 1.6, in force since 2008/10/15

### I. INITIAL PROVISIONS

#### Article 1

(1) These General Terms are incorporated into and made a part of each PRAETOR's Contract with Clients, unless specified otherwise in the Contract. The same applies to modifications of, and supplements to, these General Terms.

#### Article 2

(1) These General Terms are published publicly at PRAETOR's Web site: <http://www.praetor.si/> and available in the company's premises. In addition, every PRAETOR's offer to a Client refers to these General Terms, unless arranged otherwise and stated so in the offer. Therefore it is deemed that the Client knows and fully accepts these General Terms before entering into business relations with PRAETOR.

### II. COMMUNICATIONS

#### Article 3

(1) Communications between Clients and PRAETOR may be made through the company's seat in Ljubljana, Aljaževa ulica 7, 1000 Ljubljana, via telephone no. 0590 75 600, via fax no. 0590 75 609, e-mail address [info@praetor.si](mailto:info@praetor.si), this Web site and information system, and personally with PRAETOR's staff.

#### Article 4

(1) The communication between a Client and PRAETOR is deemed to be a business communication only if it is made through regular post to the address specified above, through fax to the number specified above, or through e-mail specified above. All other communications between Clients and PRAETOR or its staff are not deemed to be business

communications and do not result in any business obligations or liabilities relating to business dealings of either party.

### III. MODE OF BUSINESS OPERATION

#### Article 5

(1) PRAETOR's business dealings may include any activity for which the company is registered. The largest part of PRAETOR's business operation comprises services in the field of public procurement, mediation in the conclusion of business deals, and all related subsidiary activities (consulting, training and the like).

#### Article 6

(1) A Client enters into a business relation with PRAETOR on the basis of a request for the submission of an offer (price specification) that has to be submitted in a way that is appropriate for a business communication according to these Conditions, or on the basis of a regular procedure for the award of a public contract for which PRAETOR has submitted its bid.

#### Article 7

(1) In its business dealings, PRAETOR shall act in accordance with to law, good business practices, its capacities and business interests, and as a potential Client. In a particular business deal, PRAETOR shall work for one client only, and it will judge the priority of the order according to the following priority principle: the contracting authority has priority over suppliers and contractors, clients with long-term contracts have priority over those with short-term contracts, and finally the clients who concluded their contracts earlier have priority over those who concluded their contracts later.

#### Article 8

(1) If PRAETOR has prepared forms published in advance in accordance with these General Terms for the needs of its business operation, the Client shall use those forms, unless explicitly arranged otherwise.

#### Article 9

(1) The Client orders the execution of a project from PRAETOR by an order placed as is appropriate for business communications, or by a contract award notice issued on the basis of a regular public procurement procedure. If no particular formal written Contract has been

concluded, the content of the agreement made by the parties is adjudged on the basis of documents and acts within the framework of business relations defining the content of a contractual relationship according to the Code of Obligations.

(2) It is deemed that an order includes the Client's authorisation that PRAETOR may perform all activities that are necessary for undisturbed realization of the project in the way stipulated in these General Terms or in the Contract. Potential restrictions on the authorisation shall be specified in the Order or in the Contract, otherwise it is deemed that full authorisation has been given.

#### Article 10

(1) In the contract award notice, the Client shall state truthfully and in full all the facts and circumstances that might influence the content, execution, feasibility, permissibility or other important circumstances of the execution of the project. If the Client fails to do so, PRAETOR is free from any liability for the success of the project and of any other liability arising from the project. In such case the Client is liable for the damages suffered by PRAETOR due to the Client's acts or omissions.

#### IV. PROVISION OF THE CONDITIONS FOR PROJECT EXECUTION

#### Article 10

(1) The Client shall provide PRAETOR with all the conditions for the execution of the project that are possible to establish considering the nature of the project. In addition, the Client shall eliminate all the obstacles on its part that could hinder, aggravate or otherwise have a negative impact on the execution of the project, including third parties attempts to influence PRAETOR that contrary to legal regulations or good business practices.

(2) If for reasons stated in this Article PRAETOR is threatened by a significant damage or other risk that can be proven with probability, PRAETOR is allowed to immediate rescission of the contract and entitled to the reimbursement of the total contract value, irrespective of the realization.

#### Article 12

(1) If PRAETOR's business operation is hindered or aggravated for reasons attributable to the Client or arising from the Client's relations with a third party, PRAETOR is entitled to suspend the project until the Client completely remedies the situation. For the time period until the obstructions are eliminated, PRAETOR is entitled to charge the Client for being in readiness (by working hours or by working days) for the number of staff assigned to the execution of the project. Realization deadlines shall be appropriately extended, both for the

time period until the situation is remedied and for the additional time period necessary due to unfavourable circumstances of the project execution arising from the shift of the realization deadline.

#### Article 13

(1) If the Client is not willing or able to eliminate the obstructions or if it cancels or terminates the Contract without PRAETOR's fault, the Client shall reimburse for everything that PRAETOR has already done within the framework of the Contract as well as for being in readiness for the number of staff assigned to the project for 20% of the time planned for the execution of the entire project.

#### Article 14

(1) PRAETOR shall conduct the project in accordance with the Client's instructions, which shall be communicated in a manner appropriate for business communication. If PRAETOR considers the instructions to be unprofessional or damaging for the Client, it shall notify the Client of this in a manner appropriate for business communication. If the Client insists on the instructions, which shall be expressed in a manner appropriate for business communication, PRAETOR shall execute the instructions. PRAETOR is not bound to execute the instructions if this results in violating legal regulations or good business practices or causing damage to an unculpable third party.

(2) If the Client insists on such instructions, PRAETOR shall reject the order in a manner appropriate for business communications and the Contract shall be rescinded, while PRAETOR shall be reimbursed for everything it has already done as well as for being in readiness for the number of staff assigned to the project for 20% of the time planned for the execution of the entire project.

### V. LIABILITY AND CONFIDENTIALITY

#### Article 15

(1) PRAETOR hereby states that all information contained in its home page and in its documents is given with full professional care and is a result of the staff's wide knowledge of all the fields of the company's activity. In no case will PRAETOR guarantee or be held responsible for the success of the project, as the latter is influenced by market conditions and actual market situation. It is considered that PRAETOR has undertaken a project as a whole if this follows from the mode of payment, and it is considered that PRAETOR works according to the Client's instructions if the arranged payment mode is by working hours or by working days.

#### Article 16

( 1) In no case will PRAETOR guarantee that information, advice, documents, original work, software and other products of its activity are be considered to be correct or appropriate by the Client's supervisory bodies and that they satisfy the Client's need to a greater extent than explicitly assured.

#### Article 17

(1) PRAETOR shall compensate for all direct damage caused to the Client that the latter is able to prove that it has resulted from PRAETOR's negligent acts, but the damages shall not exceed the amount of the payment made by the Client for the project in whose execution the damage has been done. This restriction does not apply if the Client is able to prove that the damage occurred due to deliberate acts or gross negligence on the part of PRAETOR or its staff.

#### Article 18

(1) In no case is PRAETOR liable for indirect or accidental damage resulting from its acts or from the use of its services or products. Nor is PRAETOR liable for damage resulting from the loss of data or damage to media or devices arising from the use of its software, information, documents, acts or omissions.

#### Article 19

(1) Contractual parties shall treat all information acquired in performing business obligations or in relation to them as confidential, and are legally liable for damages arising from the breach of confidentiality.

## VI. RIGHTS

#### Article 20

(1) PRAETOR retains all intellectual property rights on the products resulting from its activity, contained or published in a written form, on the Internet, in other electronic form or sent to third parties in any form. No product may be used, transmitted, copied or recorded in any form, including electronic, photographic, mechanical, paper and other forms, without previous permission of PRAETOR given in a manner appropriate for business communications according to these General Terms.

(2) If not stated otherwise in the Contract, PRAETOR grants the Client a non-exclusive and

non-transferable right to use the products (a licence), without the right to change, reproduce, present, publish or modify the products.

#### Article 21

(1) Unless agreed otherwise in a manner appropriate for business communications, the Client is granted an exclusive and untransferable right to use the products included in the project performed by PRAETOR, excluding the right of modification.

### VI. SPECIAL PROJECTS

#### Article 22

(1) PRAETOR operates business with Clients from abroad under the same conditions as with Slovenian Clients, unless previously agreed otherwise in a manner appropriate for business communications. Unless agreed otherwise, business obligations shall be charged in Slovenian Tolars, after the changeover to Euro as means of payment in the Republic of Slovenia, business obligations shall be charged in Euros.

#### Article 23

1) If PRAETOR works abroad to carry out the Client's order, it charges a subsistence allowance and travelling expenses according to legal regulations, and it charges the remaining additional expenses on the basis of the documents produced.

### VII. RATES AND FEES

#### Article 24

(1) PRAETOR shall charge for its services according to the following rates and fees:

SERVICES		
SERVICES DESCRIPTION	RATES AND FEES for regular clients	RATES AND FEES for other clients
Working hour	60 EUR	90 EUR
Working day	450 EUR	700 EUR
Hour of being in readiness	30 EUR	40 EUR
Day of being in readiness	130 EUR	210 EUR
Training hour	60 EUR	100 EUR
Training day	420 EUR	630 EUR
Preparation of a review claim	320 EUR	420 EUR
Handling a review claim	320 EUR	420 EUR

Preparing publication of contract notice in Slovenian language and preparing a summary of the publication in English language - TED (per publication)	110 EUR	130 EUR
Preparing publication of contract notice in English language - TED (per publication)	420 EUR	500 EUR
Support of the EPRO system by e-mail (per month)* Such support does not include answers concerning the preparation of contract documents (e.g. forming of award criteria and conditions, etc.) of the execution of the public procurement procedure. The support concerning material questions are charged according to rates for a working hour for each started working hour.	110 EUR	130 EUR
Acquiring and transmitting information - TED (per information)	60 EUR	90 EUR

<b>LICENCES</b>		
<b>SYSTEM DESCRIPTION</b>	<b>RATES AND FEES for large users</b>	<b>RATES AND FEES for small users</b>
<b>EPRO (version 1.0)</b>		
module 1	2.100 EUR	/
module 2	6.260 EUR	1.670 EUR
module 3	2.100 EUR	850 EUR
module 4	4.180 EUR	/
module 5	2.100 EUR	/
<b>entire EPRO system</b>	<b>15.000 EUR</b>	<b>2.100 EUR</b>

<b>TABLE OF DISCOUNTS FOR THE EPRO SYSTEM** the discounts are not cumulative, the largest possible discount is taken into account</b>	
<b>DISCOUNT</b>	<b>the amount of discount</b>
Regular clients	25%
Each new organizational unit, which manages the public procurement procedures independently in the framework of the same Contracting Authority	10%
In case the same Contracting Authority acquires the licence for four or more organizational units	25%

The purchase of an additional module	5%
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<b>SYSTEM DESCRIPTION</b>			
<b>EPRO (version 1.0)</b>	<b>MODULE NAME</b>	<b>MODULE CONTENT</b>	<b>BASIC TRAINING</b>
module 1	Questions and answers	Module enables electronic receipt of questions concerning published public procurement via home page (available to everyone), the overview of published answers, interested bidders can receive answers on their e-mails, enabling quick communication and reply in due time.	1 hour of general training 1 hour of training on the workplace
module 2	Public Procurements	Module consists of contract and bid documents for managing public procurements and supporting documents. It includes the entire documentation for the realization of various types of public procurement procedures. The documentation is suitable for ordinary and electronic managing of public procurements.	2 hours of general training 2 hours of training on the workplace
module 3	Low-value public contracts	Module includes entire documentation for managing the award of low-value public contracts. The documentation is suitable for ordinary and electronic managing of public procurements.	1 hour of general training 1 hour of training on the workplace
module 4	Electronic commerce	Module supports the electronic commerce in public procurement procedures. It includes the application for the publication of electronic contract documents, electronic submission of bids and electronic signature of documents.	1 hour of general training 2 hours of training on the workplace
module 5	English version	Module represents the English variant of contract document for the realization of public procurement procedures, suitable for ordinary and electronic managing of public procurements.	/
<b>THE PURPOSE OF THE EPRO SYSTEM (version 1.0)</b>	The EPRO system is intended for the preparation of transparent and legal public procurement procedures. The system is based on user-friendly solutions, ensuring easier, quicker and more transparent preparation of contract documents for Contracting Authorities and easier and clearer submission of bids for bidders.		

<b>BASIC DEFINITIONS (concerning the EPRO system)</b>	
SMALL USERS	Small users are users, which manage up to three public procurement per year (the average of last three years is taken into account) not exceeding 30 mio SIT (excluding low-value public contracts). Basic training includes only training on the workplace.
REGULAR CLIENTS	Regular clients are clients which have a long term consulting contract concluded with PRAETOR in value exceeding 1 MIO SIT.
ORGANIZATIONAL UNIT	Organizational unit with at least one sphere of activity, own financing, own representative for concluding business and own staff for managing public procurements.
GENERAL TRAINING	Includes training <i>ex cathedra</i> where the lecturer introduces legal framework of each module (considering current Slovenian and European legislation).
TRAINING ON THE WORKPLACE	Includes review of practical use of electronic form of the EPRO system for staff employed in organizational unit. The lecturer introduces concrete functional properties of each module in the light of the needs of the Contracting Authority.
ADDITIONAL TRAINING	If the Contracting Authority considers that an additional training is needed concerning general or specific issues, it may order such training at PRAETOR, which is charged according to this price list.

(2) The above rates and fees do not include the Value Added Tax. The costs of charges for filing a review claim shall be borne by the Client. The items, based on a day or an hour of work, are considered as a day or an hour of expert work.

(3) The above rates and fees are not effective in case PRAETOR and the Client agree for different terms and conditions for a particular project.

## VIII. BILLING

### Article 25

(1) Upon a Client's request, PRAETOR offers a lump sum fee for the project as a whole and executes it as a whole within the limits of the Client's authorisation, the Contract and legal regulations.

(2) For work on Saturdays, Sundays or work-free days and for work between 8 p.m. and 8 a.m. a 30% higher fee is charged if the necessity to work at such times results from the Client's request or if given deadlines do not permit the work to be completed within the normal working hours.

(3) According to these General Terms, an hour in effect means 60 minutes, and a day in effect

means 7 hours. The rates for working up to 30 minutes are rounded off, while the rates for working 30 minutes and more are rounded up. The first hour of work is charged for all smaller units. The amount of time lacking to a full day is charged by hours.

#### Article 26

(1) For work taking place in accordance with the Client's order at a location up to 20 km from PRAETOR's premises no additional costs are charged.

(2) For work taking place in accordance with the Client's order at a location from 21 to including 50 km from PRAETOR's premises additional 2 hours of readiness per participant are charged.

(3) For work taking place in accordance with the Client's order at a location from 51 to including 100 km from PRAETOR's premises additional 4 hours of readiness per participant are charged.

(4) For work taking place in accordance with the Client's order at a location more than 100 km from PRAETOR's premises additional 6 hours of readiness per participant are charged.

(5) If work at a location more than 100 km from PRAETOR's premises goes on for more than one working day, subsistence allowance and travelling expenses for the participants are charged for each working day according to legal regulations.

#### Article 27

(1) The Client shall settle contractual obligations within the time limits provided in the Contract. If the Client fails to do that, PRAETOR shall charge lawful interest for the delay. Payment is due within 8 days upon the completion of the project, unless provided otherwise in the Contract or by law.

#### Article 28

(1) A project is deemed to be completed when the Client signs the acceptance record prepared by PRAETOR. In the event that the collection record has not been arranged or the Client does not sign it, the project is rendered complete on the day PRAETOR issues the invoice if the Client does not protest within 8 working days upon the receipt of the invoice. A submitted protest is deemed valid only if it is reasoned.

(2) If this results from the nature of the project, the Contract shall stipulate successive monthly payments for the services rendered, and each month a service progress summary shall be issued as an appendix to the invoice.

#### Article 29

(1) If a protest is submitted properly, the Client shall pay in due time the undisputed part of the sum, for which PRAETOR shall issue a separate invoice. The parties shall try to resolve the disputed part amicably by attempting to establish the actual situation on the basis of the documents accompanying the project. If they fail to do that within 30 days of the invoice date, they shall submit a resolution of the matter to arbitration. Each party shall select one arbiter, and both parties together shall select a third one.

#### Article 30

(1) The definitions contained in Articles 31 through 36 form the basis for the calculation of contractual value if the Client wishes that PRAETOR undertakes the project as a whole.

#### Article 31

(1) A simple public procurement procedure means the bidding phase of a restricted procedure or of a negotiated procedure for one Contracting Authority and does not include more than 10 different elements for goods, more than 4 elements for services and more than 2 elements for construction works. A public procurement procedure is also deemed to be simple if the contract is awarded in an open procedure or pursuant to an invitation to tender for one Contracting Authority and with 1 element of offer for goods.

(2) A complex public procurement procedure means the bidding phase of a restricted procedure or of a negotiated procedure for no more than 3 Contracting Authorities and does not include more than 30 different elements for goods, more than 6 elements for services and more than 4 elements for construction works. A public procurement procedure is also deemed to be complex if the contract is awarded in an open procedure or pursuant to an invitation to tender for no more than 3 Contracting Authorities and with no more than 10 different elements for goods, 4 elements for services and 2 elements for construction works.

(3) All other public procurement procedures are deemed to be very complex. The same applies to special and highly demanding procedures that are rarely carried out and their structure and subject-matter result in a demanding execution.

#### Article 32

(1) Training means instruction, training, tutoring or similar services whose intent is to instruct or train the Client or the Client's staff so that they acquire certain knowledge or certain skills, and which are executed on the Client's premises using the Client's equipment and materials

#### Article 33

(1) Preparation of a review claim means:

1. Preparation of the review claim and enclosure of evidence collected by the Client;
2. Preparation of the notice to proceed with the reviewing procedure;
3. Communication concerning the filed review claim with the National Review Commission for Reviewing Public Procurement Award Procedures.

#### Article 34

(1) Handling of a review claim means:

1. Preparation of the Contracting Authority's decision regarding the review claim;
2. Assistance on the explanation of the Contracting Authority's decision for the National Review Commission.

#### Article 35

(1) Preparation of a public procurement procedure execution on the part of the Contracting Authority includes:

1. Preparation of all contract documents except for specifications and plans, and preparation for the contract notice;
2. Publication of the contract notice at PRAETOR's Web site, or assistance with the publication at the Contracting Authority's Web site;
3. Preparation or assistance with the preparation of answers to the questions submitted by bidders;
4. Following the submitted questions and answers when the contract notice is published at PRAETOR's Web site;
5. Receipt and record-keeping of the submitted bids;
6. Participation of one member of PRAETOR's staff in the Selection panel;
7. Preparation of the Bid opening record;
8. Preparation of the Selection panel's report;
9. Preparation of the contract award notice;
10. Preparation of the additional explanation of the award notice;
11. Preparation of the publication of the contract award notice regarding the outcome of the procedure;
12. Management and submission of documents concerning the above procedures;
13. Preparation of the Contract.

#### Article 36

(1) Preparation of a public procurement procedure execution on the part of the bidder includes:

1. Completion of the entire bid documentation except for specifications and plans;
2. Assistance on drafting and submitting questions relating to the public procurement procedure;
3. Submission of the bid;
4. Participation of one member of PRAETOR's staff in the entire public procurement procedure;
5. Preparation of the claim for additional explanation of the contract award notice;
6. Preparation and submission of the review claim;
7. Management and submission of documents concerning to the above procedures.

### Article 37

(1) After receiving an order for the execution of a public procurement procedure, PRAETOR shall also obtain from the Contracting Authority the specifications and plans so that it can start preparing the public procurement procedure. PRAETOR is not in delay if it fails to meet the agreed execution deadlines because it has not received complete specifications and plans. It is deemed that PRAETOR has received complete specifications and plans when it confirms so in a manner appropriate for business communications. PRAETOR shall confirm the receipt of the documents immediately.

(2) If PRAETOR doubts that the specifications or plans are complete and correct, it shall immediately notify the Client of this in a manner appropriate for business communications. If the contracting authority insists on the disputed specifications or plans, PRAETOR shall execute the procedure anyway but it shall not assume any responsibility for the consequences resulting from such specifications or plans.

### Article 38

(1) After receiving an order for the preparation of a bid, PRAETOR shall also obtain from the bidder the specifications and plans and all required appendices so that it can start preparing the bid. PRAETOR is not late if it fails to meet the agreed execution deadlines because it has not received complete specifications and plans or appendices. It is deemed that PRAETOR has received complete specifications and plans and appendices when it confirms so in a manner appropriate for business communications. PRAETOR shall confirm receipt of the documents immediately.

(2) If PRAETOR doubts that the specifications or plans or appendices are complete and correct, it shall immediately notify the Client of this in a manner appropriate for business communications. If the bidder insists on the disputed specifications or plans or appendices, PRAETOR shall prepare the bid anyway but it shall not assume any responsibility for the consequences resulting from such specifications, plans or appendices.

### Article 39

(1) With regard to PRAETOR's rights and obligations in relation to contract documents, a bid violating legal regulations, good business practices or causing damage to an unculpable third party, the provisions from Article 11 and Article 14 apply.

### Article 40

(1) The fee charged by PRAETOR for its services remains the same even if it is not necessary to execute all the enumerated activities in a particular public procurement procedure or if the Client orders only some of them.

#### Article 41

(1) The fee for PRAETOR's services in the procedure for the award of low-value public contract is charged by working hours and by working days spent on the project. Unless a lump sum fee has been arranged for the project as a whole, this is also the manner in which the fees for public procurement procedures, preparation of the bid and all other PRAETOR's services without specified fees are charged.

### IX. OTHER PROVISIONS

#### Article 42

(1) Disputes arising from business relations with PRAETOR shall be resolved by a competent court in Ljubljana according to Slovenian legislation.

#### Article 43

(1) If any of the provisions stipulated in these General Terms and Conditions are not valid, this does not influence the validity of other provisions. If provisions in this document differ from, or collide with, provisions in the Contract, the Contract is valid.

#### Article 44

(1) These General Terms and their modifications and supplements enter into force within 3 days on their publication at PRAETOR's Web site:

<http://www.praetor.si/>

#### Article 45

(1) Information for business dealings:

Short name: PRAETOR d.o.o.

Full name: PRAETOR d.o.o., varno in gospodarno poslovanje in svetovanje,

Aljaževa ulica 7, 1000 Ljubljana, Slovenia

Business reg. No.: 1580663

VAT No.: SI27429016

Bank account: IBAN: SI56 0201 0008 9911 885, NLB d.d., Trg republike 2, 1000 Ljubljana,

Slovenia, BIC: LJBASI2X,

Company representatives: mag. Uroš Škufca, CEO; Ivan Bohnc, Director

Web site: <http://www.praetor.si/>

E-mail: [info@praetor.si](mailto:info@praetor.si)

Telephone: +386 (0)590 75 600

Fax: +386 (0)0590 75 609

Share capital: 8.763,14 EUR

Registered since: 28.12.2000

Court Registry number: Srg 2002/05339

Case number: 1/36516/00

Registered at the District Court of Ljubljana, Tavčarjeva ulica 9, 1000 Ljubljana, Slovenia

Ljubljana, 15.10.2008

mag. Uroš Škufca

Izvršni direktor