

**GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS AND
SERVICES IN RAIFFEISEN BANK KOSOVO J.S.C.
(further as GTCs)**

1. DEFINITIONS

Contract means the respective agreement in writing for the sale of Goods and/or the supply of the Services as well as any purchase order, purchase agreement, scope of work, statement of work, etc. in connection with the Contract concluded between the Customer and the Supplier and containing the description of the Goods and/or Services and other respective provisions.

Customer means the Raiffeisen Bank Kosovo J.S.C purchasing the Goods and/or Services from the Supplier.

Goods mean the products to be purchased by the Customer from the Supplier as well as the result/product/outcome of the Services rendered.

GTCs mean this General Terms and Conditions for the procurement of the Goods and/or Services.

In writing means to be in written form by means of annexes, amendments, letters and signed by the Supplier and/or the duly authorized representatives of the Customer (as applicable).

Parties means jointly the Supplier and the Customer and "**Party**" means any of them.

RBKO means Raiffeisen Bank Kosovo J.S.C with its address at Rr. Robert Doll Street no.99, Prishtinë.

Services mean the services provided by the Supplier to the Customer but excluding licenses and system integration services in the IT area.

Supplier means the entity selling the Goods and/or providing the Services to the Customer

2. OFFER and SCOPE

2.1 These GTCs shall apply to all purchases of Goods and Services by the Customer from Suppliers, Services purchased are considered as outsourced European Banking Authority Guidelines on Outsourced Services and other Regulations of the Central Bank of Kosovo shall be applied.

2.2 The Contract shall contain further provisions in relation to description and content of the Goods and Services, such as, time-frames and deadlines, purchase price for the Goods and Services, particular obligations of the Parties and any other necessary provisions.

2.3 These GTCs shall be an inseparable part of the Contract. In case of discrepancies between this GTCs and the Contract, the respective provisions of the Contract shall prevail.

2.4 Any intended changes to the Contract (also if made over the telephone or verbally) will only become binding on the Parties once agreed upon in writing by the Parties. However, any individual order in connection with the Contract may be made by the Customer also in electronic form. The Supplier is obliged to check its respective e-mail account on a daily basis and to confirm such order of the Customer as soon as possible. In any case an electronic order of the Customer shall be deemed accepted by the Supplier unless the Supplier does object to such electronic order of the Customer within 2 days after such order has been sent by the Customer.

2.5 The Supplier shall not be entitled to employ third parties for performing the Contract, except if prior approved by the Customer in writing (such approval not to be unreasonably withheld). The Supplier shall assume full responsibility for such third parties and the employment of such third parties shall not release the Supplier from its obligations in relation to the Contract.

2.6 The Services shall be offered and provided at a fixed price. In case the Parties have agreed that the Services are charged on the basis of hours worked and expenses incurred (time and material based agreement) the Supplier has to provide an estimate of the fees for the Services and a maximum amount for such Services. Such maximum amount must not be exceeded by the Supplier.

3. DELIVERY

3.1 The Goods shall be delivered to and the Services shall be performed in the place and at the date and time agreed upon by the Parties in the Contract. In case no time for delivery has been agreed the Goods shall only be delivered on a business day during working hours (9:00 to 16:00).

3.2 The place of performance shall be the place where the Goods have to be delivered or the Services have to be performed in accordance with the Contract.

3.3 In case the Supplier is not able to deliver the Goods to or perform the Services in the place or at the date and time agreed upon by the Parties in the Contract due to circumstances outside the Supplier's control (e.g. vis major, strike, natural disasters, acts of war), the Customer may – in its sole discretion - agree to a prolongation of the time for delivery/performance. In case the Supplier does not agree to such prolongation the Customer shall be entitled to rescind the Contract without facing any claims from the Supplier.

3.4 Upon delivery of the Goods or rendering of the Services the Supplier shall provide the Customer with a delivery note containing date and number of the Contract, number and date of the issuance of the delivery note and all necessary information on the type, size and price of the shipment as well as all other necessary documents. To the extent reasonably feasible all such documents shall be provided in the local language of the Customer and in English.

3.5 Title and ownership of the Goods shall pass to the Customer upon receipt by the Customer.

3.6 The Supplier may deviate from the agreed upon terms and conditions for delivery of the Goods or provisions of Services only provided that it has informed the Customer accordingly in advance of such intended deviation and the Customer has provided his written consent thereto.

3.7 The Supplier shall provide the Customer with detailed work sheets for the Services performed including detailed information on the Services rendered, the working times of the persons performing such Services and any costs and expenses connected therewith. Such work sheets shall be provided to the Customer together with the invoice or every month (whatever occurs earlier).

3.8 The Supplier shall procure licenses, permits, approvals or consents required for the delivery and operation of Goods.

4. PAYMENT

4.1 After the Goods have been delivered or the Services been performed in conformity with the Contract the Supplier shall issue its invoice.

4.2 The invoice shall contain at least the following information:

- Name and address of the Supplier and the Customer
- Unique invoice number
- Amount and description of Goods and/or Services
- Purchase Price
- Purchase Order Number
- Payment Terms and Payment Date
- Registration and Tax number of the Supplier and the Customer -VAT (if any)
- Date and Signature of Supplier

4.3. In case the invoice does not contain all these information the Customer is not required to accept the invoice and the time for payment does not start before the Customer has been provided with an invoice containing all these information.

4.4. Unless agreed otherwise the agreed Purchase Price for the Goods and/or the Services shall already encompass any VAT or other tax the Supplier is subject to (levies, taxes, duties or other charges) as well as any other costs due in connection with the Goods or Services (e.g. delivery, packing, handling, insurance, travel expenses, travel time, out-of-pocket costs, accommodation etc.).

4.5. The Supplier shall provide the Customer with all necessary information in order to avoid any double taxation. In case the Supplier fails to do so all such costs shall be borne by Supplier.

4.6. The Customer shall settle the accepted invoice within 28 days after its receipt

4.7. All payments shall be made by bank transfer only to the account of the Supplier held with a bank in the country of the Supplier. Each Party shall bear its own costs in connection with such transfer

4.8. The Purchase Price shall be denominated in Euro. In exceptional cases the Customer and the Supplier may agree in writing that the Purchase Price shall be denominated in any other currency or that the Purchase Price which is denominated in Euro shall be paid in other currency. In the latter case the Parties shall agree on an exchange rate between Euro and the respective currency before signing the Contract.

5. WARRANTY

Non-Delivery/Non-Performance

5.1 In case the Goods are not delivered or the Services are not performed by the Supplier on the agreed upon date, place and time the Customer shall grant the Supplier a reasonable grace period for delivery of the Goods or performance of the Services. Regardless of any fault on behalf of the Supplier the Customer shall be entitled to a contractual penalty in the amount of 3 % of the value of the Contract for each day until the date the Goods are actually delivered or the Services are actually performed.

5.2 The Customer shall be entitled to rescind the Contract in case the Supplier does not deliver the Goods or perform the Services within the granted grace period. The right of Customer to claim additional damages shall remain unaffected by the contractual penalty as per Clause 5.1 and in particular – but not

limited to – shall encompass any costs incurred by the Customer for the procurement of replacement Goods or Services from a different Supplier.

5.3 In case the Goods or Services are separable or delivered in several installments the Customer in its sole discretion can decide to apply its right only with regard to the Goods not yet delivered or Services not yet performed.

5.4 The Supplier shall not be entitled to any damage claim in case the Customer rescinds the Contract.

Defects of delivered Goods

5.5 The Supplier warrants that the Goods comprise the agreed upon quality/specifications and will be

- for at least a period of 3 years after receipt of the Goods by the Customer
- fit for the agreed use or the purpose commonly expected in the ordinary course of business.

The warranty period shall be extended by such period of time, during which the defective Goods cannot be used by the Customer in accordance with the Contract due to any defects.

5.6 The Customer shall inspect the Goods within a reasonable time after delivery and shall inform the Supplier of any defects discovered during such inspection. Failure to inspect the Goods or giving notice to the Supplier shall not preclude the Customer from its warranty rights.

5.7 In case the Goods delivered do not comprise the agreed upon quality/specifications or are not fit for the agreed use or the purpose commonly expected in the ordinary course of business the Customer shall not be obliged to pay the Purchase Price and shall have the right to request at its sole discretion either (i) the repair of the defect within a reasonable time, or (ii) the delivery of substitute Goods conforming to the Contract, or (iii) a reasonable reduction of at least 20% of the Purchase Price. All costs in connection with the remedies provided in this Clause 5.7 shall be borne by the Supplier.

5.8 The Customer shall be entitled to rescind the Contract in case the Supplier does not remedy the defect within a reasonable period of time. Upon request of the Customer the Supplier shall – at no costs for the Customer - take back the Goods and pick them up at a location specified by the Customer. The right of Customer to claim additional damages shall remain unaffected by the contractual penalty as per Clause 5.7 and in particular – but not limited to – shall encompass any costs incurred by the Customer for the procurement of replacement Goods from a different Supplier. The Supplier shall not be entitled to any damage claims.

Defects of Services performed

5.9 The Supplier warrants that the Services will be performed in the manner agreed upon in the Contract or commonly expected in the ordinary course of business.

5.10 In case the Services are performed but not in the manner agreed upon in the Contract or commonly expected in the ordinary course of business the Customer shall not be obliged to pay the Purchase Price and shall have the right to request at its sole discretion either (i) the performance of the Services in the manner agreed upon in the Contract or commonly expected in the ordinary course of business, or (ii) a reasonable reduction of the Purchase Price, or (iii) - after providing a reasonable grace period for the performance of the Services in the manner agreed upon in the Contract or commonly expected in the ordinary course of business - rescission of the Contract. All costs in connection with the remedies provided in this Clause 5.10 shall be borne by the Supplier.

5.11 The right of Customer to claim additional damages shall remain unaffected by exercising such actions as provided for in Clause 5.10 and in particular – but not limited to – shall encompass any costs incurred by the Customer for the procurement of replacement Services from a different Supplier. The Supplier shall not be entitled to any damage claims.

6. TERMINATION

6.1 The Customer shall be entitled to rescind the Contract

- in accordance with Clause **3.3** or Clause **5.2** or Clause **5.8** or Clause **5.10**; or
- if the Supplier is or becomes unable to pay its debts as they fall due, or suspends or threatens to suspend making payments with respect to all of its debts, or takes any corporate action, or other steps or legal proceedings are commenced, for its liquidation, termination, dissolution, or reorganization; or to initiate its bankruptcy or liquidation, either voluntary or compulsory, or a claim is brought to a relevant court to declare either it insolvent (bankrupt), or external management or bankruptcy management is adopted in respect of it, or it is declared bankrupt or goes into liquidation; or
- if for other reasons the Supplier cannot be expected to fulfil its obligations in relation to the Contract; or
- if the adherence to the Contract would cause undue hardship to the Customer due to important reason occurred after the conclusion of the Contract.

6.2 Possible damage claims of the Customer shall remain unaffected by such rescission.

7. GOVERNING LAW AND JURISDICTION

7.1 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by Kosovo laws without reference to its conflict of laws rules.

7.2 Any disputes arising out of or in connection with the Contract shall be finally settled by competent courts of Kosovo.

8. CONFIDENTIALITY

8.1 The RBKO Non-Disclosure Agreement or RBKO Confidentiality Undertaking concluded between the Supplier and the Customer shall be an inseparable part of the Contract and the respective provisions shall be incorporated into this GTCs mutatis mutandis. Raiffeisen Bank Kosovo processes personal data of natural persons in accordance with the Law no. 06/L-082 for Personal Data Protection and the General Data Protection Regulation 2016/679 (GDPR).

8.2 Supplier provides its explicit consent to RBKO that the personal data provided or any data that may be available later may be processed or stored for the purpose of performing the Contract to which the Supplier is a party or in order to take steps at the request of both parties prior to entering a contract, evaluating the tender bid and any other legitimate purpose within the limits of the applicable data protection law.

8.3 In addition Supplier warrants to RBKO that it has obtained all the necessary consent of their employees, members of their management boards, supervisory board, owners and beneficial owners to disclose their personal data or any other data to RBKO for the purpose of performing the Contract to which the Supplier is a party or in order to take steps at the request of both parties prior to entering in a contract, evaluating the tender bid and any other legitimate purpose within the limits of the applicable data protection law.

8.4 The Supplier agrees and authorizes the Bank that the personal data provided and any other data which may be available later may be used and exchanged between the members of Raiffeisen Bank Kosovo and its partners inside and outside the country, Central Bank of Kosovo and the entities and institutions authorized by the applicable law for collecting and receiving such data.

9. MISCELLANEOUS

9.1. The Contract may be executed by the Supplier and the Customer in any number of counterparts, each of which shall constitute an original.

9.2. The Supplier shall not transfer its rights and obligations in relation to the Contract without the prior written consent of the Customer.

9.3 In case the Supplier is a consortium or other contractual joint venture the leading partner shall be liable towards the Customer for all and any responsibility regarding the implementation and execution of the Contract, including but not limited to the fulfillment of responsibilities and obligations provided in the Contract, payment of taxes and duties, payment of compensation and indemnification to the Customer etc. regardless of any contrary provision of the consortium agreement or any other agreement or arrangement between the partners. Any official communication regarding execution of the Contract shall be made by the Customer to and through the leading partner.

9.4. If any provision of the Contract shall be or become partly or wholly void, the remaining conditions will continue to apply. The void provision or the void part of the provision shall be deemed replaced by a legally valid provision, which comes as close as possible to the commercial meaning and purpose of the void provision or void part of the provision. This principle shall also apply mutatis mutandis in case of any contractual gaps.

9.5. The Supplier has taken note of the Raiffeisen Bank International Code of Conduct for Suppliers ("CoC") and agrees that the Customer when entering into the Contract or performing thereunder shall have the right to give precedence to the CoC. However, the Supplier shall not be entitled to rely on, nor to derive any rights from the CoC. The CoC can be reached in link:

https://www.raiffeisen-kosovo.com/Uploads/Richtext/Files/Group%20CoC_EN.pdf

9.6. Except if agreed in explicitly in writing by the Customer any general terms and conditions of the Supplier shall not apply. In case the Customer has agreed in writing that the general terms and conditions of the Supplier shall be applicable the provisions of this GTCs and the Contract shall prevail.

9.7. The Supplier has to comply with all applicable laws, rules and regulations and shall keep the Customer indemnified for any such violation.

9.8. The Customer shall not be liable to the Supplier for any damages unless such damages are caused by the Customer's gross negligence or willful misconduct and such damage claims shall be limited to direct financial losses of the Supplier. In no way shall the Customer be liable for any indirect or consequential damages, loss of production, loss of profit, etc.

9.9. The **Supplier** shall indemnify and save harmless the **Customer**, its directors, officers, employees, servants and agents, from and against any and all losses, claims, demands, damages, actions, causes of action, costs and expenses (including legal expenses) the **Bank** may sustain or incur, arising directly or indirectly by reason of: (a) any breach of this Agreement by the **Supplier**, or any agent, employee, director, officer or sub-Agreement or of the **Supplier**; (b) the acts or omissions of the **Supplier**, or any agent, employee, director, officer or sub-Agreement or of the **Supplier** any injury to or death of any person or any damage to any and all persons or property, whether deliberate, accidental or through negligence. This indemnity will survive termination of any potential Agreement.

10 PERFORMANCE OF SERVICES

10.1 The **Supplier** shall provide the **Services** ordered pursuant to the Agreement but not later than the delivery dates specified in the Agreement. Any exception to this Performance Date, the Service Provider must notify the **Bank** and obtain prior approval in writing.

10.2 In respect of delays in the agreed terms of the performance of the **Services** or delivery of **Goods**, the **Bank** reserves the right to charge penalty fee in the amount of 3%, of the invoice, for each day of delay until the date the **Services** are actually performed or **Goods** are delivered.

10.3 In case the delay exceeds 3(three) calendar days, the **Bank** shall be entitled to terminate this agreement with immediate effect. The **Supplier** shall be obliged to pay 30% (thirty) of the agreed sum of the agreement. In such a case, the **Supplier** shall not be entitled to assert any claim for damages.

10.4 The right of the **Bank** to claim additional damages shall remain unaffected by the contractual penalty as and in particular – but not limited to – shall encompass any costs incurred by the **Bank** for the procurement of replacement **Services** or **Goods** from a different **Supplier**.