In accordance with the Public Procurement Law of Bosnia and Herzegovina ("Official Gazette of Bosnia and Herzegovina" No.39/14), Article 7, paragraph (b) of the Provisions of the direct agreement procedure of the Faculty of Electrical Engineering in Sarajevo (No. 02-1-614/15 of 04.02.2015.) and the Decision on direct agreement (no. 12-2709/17 of 12.07.2018.)

# CONTRACT ON PUBLIC PROCUREMENT

is concluded between the two contracting authorities:

FACULTY OF ELECTRICAL ENGINEERING IN SARAJEVO - ID number: 4200304450006, based in Sarajevo (Bosnia and Herzegovina), at Zmaja od Bosne bb, represented by Dean Prof. Dr. Samim / Malić / Konjicija (hereinafter: Buyer)

and

DIGILENT Inc., - ID number: 91-2038665, based in NE Ct Pullman, Washington, represented by Debby Schuellerman (hereinafter: Seller).

#### Article 1.

(Subject of Contract)

The subject of this Contract on public procurement (hereinafter: Contract) is the buying and selling of development board NetFPGA-SUME from the Seller to the customer's needs and on the basis of direct agreement concluded between the contracting authorities.

#### Article 2.

(Obligations of the Seller)

The Seller is obliged to:

- development board NetFPGA-SUME no later than 10 (ten) working days from the day of receiving the payment,
- act in accordance with the Buyer's remarks, if any, with regard to deficiencies in the quality of the development board NetFPGA-SUME, and
- provide the warranty for the delivered development board NetFPGA-SUME within

# Article 3.

(Obligations of the Buyer)

The Buyer is obliged to:

- timely inform the Seller on the means, place and period of the delivery of the development board NetFPGA-SUME,
- inform the Seller on potential omissions regarding the delivery and supply of the development board NetFPGA-SUME and
- inform the Seller within a reasonable time on potential technical defects of the development board NetFPGA-SUME.

#### Article 4.

(Confidentiality)

The contracting authorities are obliged to keep all the confidential information as a trade secret, and

that they shall not disclose or illegally use the information related to the business.

## Article 5.

(Payment Process)

The Buyer will pay the Seller the price amounting to 1,790.33 USD including transportation expenses and fees, within 30 days upon receiving the invoice. The arranged amount will be sent to the Seller's transfer account in the corresponding bank in USA.

### Article 6.

(Dispute Resolution)

For all potential disputes arising out of any of the articles of this Contract, the authorities agree to resolve issues and ambiguities through negotiation within a reasonable time, otherwise the court in the residence of the Buyer shall have the jurisdiction to adjudicate the dispute.

### Article 7.

(Final Provisions)

The Contract is made out in four (4) copies, 2 (two) for each of the authorities. The Contract shall enter into the force on the day of its signing.

By signing the Contract personally, the Contracting authorities agree to all the rights and obligations set forth in this Contract.

SELLER

Debly Schue Herman

Debby Schuellerman

Number:

Date: 7/24/2018

BUYER

Dean, Prof. dr Samim Konjicija

Number: 02-2915/18

Date: 27.08.2018