



Supply of HERMETIS Equipment
for Nuclear Power Plant Kozloduy 5 & 6



Contract: F.030607-C-01

CONTRACT

BETWEEN

GCR Ltd.

AND

FRAMATOME GmbH

FOR

Supply of HERMETIS Equipment

FOR NUCLEAR POWER PLANT Kozloduy 5 & 6

Заличено на осн. чл. 2 от ЗЗЛД



Contract: F.030607-C-01

TABLE OF CONTENTS

1. GENERAL PROVISIONS	5
1.1 Identification of the Parties	5
1.2 Purpose	5
1.3 Definitions	5
1.4 Contractual documents and priority	7
1.5 Entire agreement	7
1.6 Commencement and completion	8
1.7 Compliance with Legislation	8
2. THE SUPPLIER'S SCOPE OF SUPPLY	8
2.1 Delivery of the Equipment	9
2.2 Installation and Commissioning	9
2.3 Training, seismic and functional testing	9
3. OBLIGATIONS OF THE CUSTOMER.....	9
3.1 Input from Customer	9
3.2 Customer's approval of documents	9
3.3 Customer's support to the Supplier	10
3.4 Customs, Duties, Fees and Taxes	10
3.5 Code of Ethics	11
4. LICENSING	11
5. INTELLECTUAL PROPERTY	11
5.1 Intellectual Property	11
5.2 Infringement	11
6. CONFIDENTIALITY OBLIGATIONS.....	12
6.1 Confidential Information defined	12
6.2 Obligation of confidentiality	12
7. PRICE AND PAYMENT METHOD	14
7.1 General	14
7.2 Contract Price	14

Заличено на осн. чл. 2 от ЗЗЛД



Contract: F.030607-C-01

7.3	Customer's Payments	14
7.3.1	The Payment Milestones	14
7.3.2	Payments for Variations	14
7.4	Invoicing	15
7.4.1	Issuance and payment of Invoices	15
7.4.2	Rejection of Invoice by the Customer	15
7.5	Securities	15
	The Supplier shall provide the securities specified below in favour of the Customer at the times, and in the amount, manner and form specified below.	15
7.5.1	Advance Payment Security	15
7.6	Delay in Payment	15
8.	LIQUIDATED DAMAGES FOR DELAY	16
9.	VARIATIONS	17
10.	SUSPENSION RIGHTS.....	17
11.	TRANSFER OF RISK AND TRANSFER OF OWNERSHIP	17
12.	ACCEPTANCE.....	18
12.1	Acceptance of Delivery	18
12.2	Factory Acceptance Test	18
12.3	SAT	19
12.4	Acceptance of Services	19
13.	TERMINATION.....	19
13.1	Termination due to Supplier's default	19
13.2	Termination due to Customer's default	20
13.3	Termination of Prime Contract	21
13.4	Compensation on Termination for Force Majeure	21
14.	WARRANTIES AND DEFECT LIABILITY.....	21
14.1	General Principle	22
14.2	Remedies under Warranty	22
14.3	Non-applicability of Warranty	22
14.4	Warranty period	22
14.5	Failure by Supplier to provide Warranties and Remedies	23

Заличено на осн. чл. 2 от ЗЗЛД



Contract: F.030607-C-01

Should the Supplier refuse to comply with his remedy obligations, or in case the Supplier fails to take the corrective measures necessary to eliminate such Defects within the period specified in Clause 14.2, the Customer shall be allowed to remove such Defects by itself and using its own resources, or with the aid of third persons. In this case, the Supplier shall be liable for reimbursing all the costs reasonably incurred by the Customer for removing the defect and/or physical damages directly resulting therefrom. 23

15. CLAIMS AND LIABILITY	23
15.1 Supplier's claims	23
15.2 Limitation of liability	23
15.3 Indemnities	24
15.4 Nuclear liability	24
16. TRANSFER OF THE CONTRACT AND CHANGE OF CONTROL	25
17. EXPORT REGULATIONS	25
18. DISPUTE RESOLUTION	25
18.1 Amicable negotiations	25
18.2 Arbitration	25
19. INSURANCE	25
19.1 Customer's Insurance	26
19.2 Supplier's Insurance	26
20. FORCE MAJEURE	26
21. SUBSTANTIVE LAW AND LANGUAGE	27
22. MISCELLANEOUS	28
22.1 No partnership, agency or similar relationship	28
22.2 Severability and amendments	28
22.3 Notices	28

Заличено на основание чл. 2 от ЗЗЛД



Contract: F.030607-C-01

1. General provisions

1.1 Identification of the Parties

This Contract is made between **GCR Ltd.**, a company duly organized and existing under the laws of Bulgaria, registered with the Commercial Register to the Registry Agency under Unified Identification Code 831280864, having its registered office at 10 Vihren St., 1618 Sofia, Bulgaria (hereinafter referred to as the "**Customer**") and **FRAMATOME GmbH**, a company duly organized and existing under the laws of Germany, registered in the commercial registry of Fürth under No. HRB 15957 and having its registered office at Paul-Gossen Str. 100, 91052 Erlangen, Germany (hereinafter referred to as the "**Supplier**") (collectively, the "**Parties**").

1.2 Purpose

- A. Customer is representative member of Consortium "GCR-Energomontaj 2018" registered with the Bulstat Register to the Registry Agency under Identification Code 177262525 (hereinafter referred to as the "**Consortium**")
- B. On the grounds of art. 112 of the Public Procurement Act and in connection with Decision No. AD-3153/15.10.2018 of KOZLODUY NPP Plc. ("**Employer**") the Consortium is awarded a public procurement contract for "Construction of a system for measuring the volumetric concentration of gases in the containment of unit 5 and 6" ("**Prime Contract**"), and
- C. The Supplier is nominated as such in the Prime Contract for portion of delivery of HERMETIS System equipment ("**Equipment**") and the performance of supervision services related to system installation and commissioning of the Equipment (collectively the "**Scope of Supply**"); and
- D. The Parties wish to establish their respective rights and obligations regarding performance of the Contract.

1.3 Definitions

In the Contract the following words shall have the meanings herein assigned to them:

Affiliate means a legal entity which directly or indirectly Controls, is Controlled by, or is under the common Control with the Party. "Control" shall mean (i) the possession, directly or indirectly, of more than 50% of the equity of the relevant legal entity, or (ii) the power to appoint more than 50% of the management bodies of such legal entity.

Commencement Date means the date which is the later of: (a) the Execution Date or, (b) the date of receipt by the Supplier of the first Payment Milestone, as set out in Clause 7.3.1., it being understood that all two conditions (a) and (b) are cumulative.

Заличено на основание чл. 2 от ЗЗЛД



Contract: F.030607-C-01

Contract	means the present terms and conditions and its appendices as defined in Clause 1.2, executed by the Customer and Supplier, as it may be amended from time to time.
Delivery	means delivery of the Equipment according DAP (INCOTERMS 2010) to the Kozloduy NPP Plc's warehouse.
Employer	means Kozloduy NPP Plc., being the licensed operator of the Nuclear Facilities.
Equipment	means [Hermetis System equipment], to be supplied by the Supplier to the Customer under the terms of this Contract.
Execution Date	means the date of coming into force of this Contract, and in particular the date on which the last of the Parties' signatures was placed on this Contract.
Intellectual Property Rights	means patents, trademarks, service marks, trade names, registered designs, design rights, database rights, copyright (including rights in software), rights in know-how, rights in domain names and other intellectual property rights, in each case whether registered or unregistered, and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world.
Legislation	means all national legislation, statutes, ordinances and other laws, as well as regulations and by-laws of any legally constituted public authority, applicable within Bulgaria and the European Union.
Nuclear Facilities	means the nuclear power plant located at the Site, operated by the Employer or its legal successor.
Nuclear Incident	means any occurrence, or succession of occurrences having the same origin, arising out of or resulting from ionising radiation emitted by any source of ionising radiation inside the Site, or emitted from nuclear fuel or radioactive products or waste in, or of nuclear substances coming from, originating in, or sent to, the Site, whether so arising from the radioactive properties of such matter, or from a combination of radioactive properties with toxic, explosive or other hazardous properties of such matter.
Project Site	means Kozloduy NPP Units 5 and 6.

Заличено на основание чл. 2 от ЗЗЛД



Contract: F.030607-C-01

Readiness for Delivery	means with respect to the Equipment for each Unit the date which is the later of: (a) FAT of the Equipment for the respective Unit is accepted by Customer or, (b) Seismic Qualification Report for the Equipment for the respective Unit is accepted by Customer, it being understood that all two conditions (a) and (b) are cumulative.
Scope of Supply	shall have the meaning attributed to it in Clause 2 of this Contract and fully detailed in Appendix 2.
Site	means the area in Kozloduy , Bulgaria on which the entirety of the Nuclear Facilities is situated.
Technical Specifications	means the technical specification detailed in Appendix 3.
Time Schedule	means the milestones in the performance of this Contract and the corresponding deadlines for each such milestone, as jointly defined by the Parties and set out in Appendix 4.
Unit	means, individually, nuclear reactor units of the Nuclear Facilities, including Unit 5 being in operation since 1988, and Unit 6 being in operation since 1993.

1.4 Contractual documents and priority

The following documents shall form the Contract between the Customer and the Supplier, and shall be interpreted in the following order of priority in case of discrepancy or ambiguity amongst them:

- (1) The present terms and conditions;
- (2) The Appendices:

Appendix 1:	Input Data to Framatome and Interface Definitions;
Appendix 2:	The Scope of Supply;
Appendix 3:	Technical Specification;
Appendix 4:	Time Schedule;
Appendix 5:	Approval Forms
Appendix 6:	Supplier's Code of Ethics
Appendix 7:	the provisions of the General Conditions of the Prime Contract which are legally mandatory and/or applicable to the Supplier's Scope of Supply;

1.5 Entire agreement

The documents comprising this Contract, as set out above, constitute the entire and indivisible Contract between the Customer and Supplier.

This Contract cancels and replaces in every respect all previous written and verbal agreements between the Customer and the Supplier with regard to the Scope of Supply to be provided by the Supplier.



Заличено на основание чл. 2 от ЗЗЛД



1.6 Commencement and completion

The Time Schedule shall begin to run no earlier than as of the Commencement Date. This Contract shall remain in effect until the expiration of the warranty period defined in Clause 14.4 (Warranty Period), unless this Contract is terminated earlier in accordance with Clause 13 (Termination), in both cases save for those provisions that are expressly designated as surviving the termination of this Contract.

The Supplier shall perform its obligations within the time specified in Appendix 4 – Time Schedule.

However, the Parties agree that the Equipment for each Unit has be delivered to the Project Site no earlier than 3 months before the respective Unit outage, and no later than 1 month before such Unit outage. The Customer shall, as soon as possible, provide information to the Supplier on the starting and ending dates of the annual outage of Units 5 and 6, if there are approved annual outage schedules for the respective years, and may change the date of the Delivery and/or the starting date of the Supervisory Services, subject to providing to the Supplier a notice thereof at least three (3) month in advance. A delay in the Delivery and/or in the Supervisory Services resulting from a change in the dates of the respective outages (the "Outage Delay") shall not exceed fourteen months, during which period the Supplier shall not claim from the Customer any costs directly related to the Outage Delay. For greater certainty, the Customer shall not be entitled to any Liquidated Damages during the period of the Outage Delay. Should an Outage Delay exceed fourteen months, the Supplier shall be entitled to all reasonable costs directly related to the Outage Delay, without prejudice to any other Supplier's rights under this Contract, including termination.

1.7 Compliance with Legislation

The Parties shall, in performing the Contract, comply with the applicable Legislation and with any foreign anti-corruption laws having extraterritorial application to the Parties. Without limiting the generality of the foregoing or the provisions of Clause 4, the Customer shall have obtained all applicable permits, licences or statutory approvals required in Bulgaria for the execution of the Scope of Supply.

The Supplier shall comply with applicable procedures and policies of the Employer referred to in Appendix 7 (the "Employer Procedures"). Subject to the limitations of liability defined in Clause 15.2, the Supplier shall indemnify and hold harmless the Customer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature suffered by the Customer arising or resulting from the violation by the Supplier of the applicable Legislation and for any third-party claims resulting from the Supplier's noncompliance with the Employer Procedures.

2. The Supplier's Scope of Supply

The Scope of Supply to be provided by the Supplier under this Contract shall be based on the Customer's input data listed in Appendix 1 and technical codes listed in Appendix 2, and shall be exhaustively defined in Appendix 2 and any in expressly referenced attachments.

The Contractor shall design the Equipment with due care and diligence in accordance with the Contract.

Заличено на основание чл. 2 от ЗЗЛД



2.1 Delivery of the Equipment

The Supplier shall supply the Equipment as fully described in Appendix 2.

2.2 Installation and Commissioning

The installation and commissioning of the Equipment at the Nuclear Facilities on Project Site is not included in the Scope of Supply and shall be carried out by the Customer. The Supplier shall provide to the Customer the services of supervising the installation and commissioning of the Equipment by the Customer's personnel (the "Supervisory Services"), as fully set out in Appendix 2.

2.3 Training, seismic and functional testing

The Supplier shall provide training on, and testing of the Equipment at the Supplier's own premises, or those of the Supplier's sub-suppliers, consisting of seismic testing and functional testing (the "Factory Acceptance Test") and participate, on the Project Site following the Installation, in the on-site Equipment testing (the "Site Acceptance Test" or "SAT"), the whole as fully set out in Appendix 2.

3. Obligations of the Customer

3.1 Input from Customer

The Input Documentation of the Customer, on which the definition and the execution of the Scope of Supply by the Supplier shall be based, are set out in Appendix 1 of the Contract. The Customer shall be responsible for the accuracy and sufficiency of its Input Documentation.

3.2 Customer's approval of documents

The provisions of this Clause shall apply to Supplier's documents, explicitly listed in Appendix 2 as documents that require approval by the Customer (the "Controlled Documents"). The Customer shall review the Controlled Documents and communicate to the Supplier its approval or rejection thereof within 45 days of the Supplier's submission of the Controlled Documents to the Customer (the "Review Period"). The grounds for Customer's rejection shall be limited to substantial deficiencies or noncompliance of the Controlled Documents with the requirements set out under this Contract and the introductory paragraph of Clause 12 below (the "Grounds for Rejection"). In case of rejection, the Customer shall, together with the notice thereof, communicate the substantiated Grounds for Rejection in writing to the Supplier. For the avoidance of doubt, minor deficiencies such as, but not limited to, typographical errors or errors of form that do not have any impact on the technical content of Controlled Documents, shall not constitute valid Grounds for Rejection.

The acceptance by the Customer of any Controlled Document does not exempt the Supplier from the obligation that the Equipment meets the requirements of the Contract.

Should the Customer fail to communicate its approval or rejection in accordance with the procedure specified above, the Controlled Documents shall be deemed to be approved by the Customer on the day following the expiry of the Review Period, and the Supplier shall be entitled to carry on the execution of the Scope of Supply accordingly.



Contract: F.030607-C-01

If the Customer rejects any of the Controlled Documents based on valid Grounds for Rejection, the Supplier shall revise the relevant documents on those grounds and re-submit them to the Customer for approval. The Customer shall review the corrected Controlled Documents and communicate its approval or rejection, which rejection may only be based on valid Grounds for Rejection, within fifteen (15) days of the Supplier's re-submission. The Customer's review of the Controlled Documents shall be limited to 2 rounds of review.

Should the Customer require any changes or modifications to any of the Controlled Documents which it has previously approved, or if such changes result from any licensing requirements applicable to the Nuclear Facilities, the Supplier shall be entitled for an additional compensation and/or for an extension of time in accordance with the procedure set out in Clause 9 (Variations), unless such changes are attributable to the Supplier.

3.3 Customer's support to the Supplier

During the Supplier's performance of any part of the Scope of Supply at the Project Site, or at any other location in Bulgaria specified under this Contract, the Customer shall provide to the Supplier's employees, subcontractors and agents:

Office space (including telecommunication facilities, electricity, water, waste disposal, etc.);

Health and safety measures, including first aid;

Reasonable assistance for obtaining access to the Site, foreign working permits and visa support if applicable, etc.

Reasonable assistance with any Legislation applicable in Bulgaria which is relevant to this Contract, by providing the Supplier with, *inter alia*, copies of such Legislation;

Reasonable assistance in the Supplier's interaction with any relevant Bulgarian regulators, including translation of the regulators' written correspondence from Bulgarian to English, if necessary.

3.4 Customs, Duties, Fees and Taxes

The Contract Price includes all taxes, present and future, due or payable by Supplier in relation to or in connection with this Contract in the Supplier's country. Except as provided herein below, all taxes, duties, fees or any other dues which may be levied on, or withheld from the Supplier in the Republic of Bulgaria in relation to or in connection with this Contract shall be borne by the Customer.

Payment for the services performed by the Supplier may be subject to withholding tax at the source when the relevant provisions of the Bulgarian tax legislation apply thereto. In such a case the Customer is obliged to charge and withhold the tax, to declare it and to pay it on behalf and at the expense of the Supplier. Such tax withholding and payment at the source of payment under the Contract shall not be deemed as non-performance of the Customers' obligation to pay the Contract price or any portion thereof under the Contract conditions.

In case, between the Republic of Bulgaria and the country of the supplier, there is a Double Taxation Agreement (DTA) that provides tax relief for the supplier upon taxation of its income in the Republic of Bulgaria, the Supplier may request the application of the DTA, and provide the Customer with any documents necessary to certify the grounds thereof to the revenue agency, and Customer shall make reasonable efforts to supply such certification or other information required for the DTA relief.

Заличено на основание чл. 2 от ЗЗЛД



3.5 Code of Ethics

The Customer shall abide by the Supplier's Code of Ethics, as if it were its own, reproduced in Appendix 8.

4. Licensing

The Customer shall apply for and obtain at its own expense and responsibility any licenses and permits required in Bulgaria for the use, operation or testing of the Equipment or the execution of any of the Supplier's services. Should the Supplier be required to obtain its own permits, licenses or authorizations under the applicable Legislation of Bulgaria, the Customer shall support the Supplier by providing the Client with, *inter alia* requisite information and documentation for such process and proposing answers to the questions of any relevant licensing authorities.

The Supplier shall not be liable for any consequences relating to the licensing, under this Contract or in law, and the Customer shall indemnify and hold the Supplier harmless from any such consequences.

5. Intellectual Property

5.1 Intellectual Property

Any Intellectual Property Right, including but not limited to patents, copyrights, design rights or trademarks, either owned by the Supplier or developed during the course of execution of the Contract and any information, including but not limited to know-how, either owned by the Supplier or developed during the course of execution of the Contract shall remain or become, as the case may be, the sole and exclusive property of the Supplier.

The Supplier grants the Customer and the Employer a non-exclusive and non-transferable right of use of the Supplier's Equipment, software, documents, drawings, data and information supplied to the Customer under the Contract for the sole purpose of operation, testing, licensing, reinstatement, repair, maintenance, decommissioning and dismantling activities with respect to the Equipment at Units 5 and 6 of the Nuclear Facilities.

Any Intellectual Property Right, including but not limited to patents, copyrights, design rights or trademarks, either owned by the Customer (or the Employer as the case may be) or developed by the Customer during the course of execution of the Contract and any information, including but not limited to know-how, submitted by the Customer during the course of execution of the Contract shall remain or become, as the case may be, the sole and exclusive property of the Supplier and/or the Employer. The Supplier is hereby granted a non-exclusive and non-transferable right of use of the documents, drawings, data and information submitted by the Customer for the sole purpose of performance of Supplier's obligations under the Contract.

5.2 Infringement

The Supplier shall furnish the Scope of Supply without infringement of third-party Intellectual Property Rights. In the event any claims, whether in or out of court, are brought against the Customer for infringement of Intellectual Property Rights in connection with manufacturing, installation or the Customer's use of the Scope of Supply delivered by the Supplier under



Contract: F.030607-C-01

this Contract, the Supplier shall, subject to Clause 15.2 (Limitation of liability), hold the Customer harmless from and against such valid claims or demands.

The Supplier's obligation to indemnify the Customer against such claims is subject to the Customer:

giving prompt written notice of the claim to the Supplier,
not making any admissions with respect to the claim, or prejudicing the defence of the claim or the possibility to negotiate a satisfactory settlement, and
allowing the Supplier the opportunity to control, at the Supplier's expense, the conduct of the defence and any negotiations for the settlement of the claim.

The Supplier shall furthermore be entitled to acquire any Intellectual Property Rights or licenses, or to modify the Scope of Supply so as to enable the lawful use of the Scope of Supply. Where the Supplier is unable to obtain the necessary Intellectual Property Rights or licenses or to modify the Scope of Supply accordingly, Customer shall, upon Supplier's request, use its best efforts at Supplier's expense to obtain such rights and licenses. The Supplier shall also be entitled to replace or modify any infringing parts of the Scope of Supply.

This Clause 5.2 sets forth the Supplier's sole and exclusive liability for infringement of third party Intellectual Property Rights. Any further rights in regards to this clause 5.2 and remedies of the Customer (including Customer's right to claim damages), regardless whether they are based in contract or in extra-contractual obligations (including negligence), under any theory of strict liability, or otherwise under law shall be excluded

6. Confidentiality obligations

6.1 Confidential Information defined

For purposes of this Contract, the term "**Confidential Information**" means:

- a) Information regarding the terms and conditions of this Contract, and
- b) all communications between the Parties or their respective Affiliates and all information and other material supplied to, or received by, either Party or its Affiliates from the other Party or its Affiliates in connection with the Contract which is either marked "confidential" or by its nature is intended to be for the knowledge of the recipient and/or any other authorized person within the meaning of Clause 6.2 only.

6.2 Obligation of confidentiality

The Party receiving the Confidential Information ("**Receiving Party**") from the other Party ("**Disclosing Party**") shall, at all times during the validity of this Contract and after the termination of this Contract, keep all Confidential Information secure from unauthorized disclosure and shall not disclose it to any third parties without prior written authorization from the Disclosing Party. This obligation shall not, however, apply with respect to the following categories of information:

- a) Information which, at the time of disclosure or subsequently, entered the public domain other than by breach of this Clause;



Заличено на основание чл. 2 от ЗЗЛД



Contract: F.030607-C-01

- b) Information acquired from a third party who is not in breach of any obligation of confidentiality in disclosing it;
- c) Information disclosed by or with the prior written consent of the Disclosing Party or which the Disclosing Party has approved in writing for release to the Receiving Party;
- d) Information disclosed to the extent required by any applicable law or pursuant to an order of any court of competent jurisdiction, provided the Receiving Party disclosing such information notifies the Disclosing Party of the required disclosure as soon as reasonably practicable after the Receiving Party is required to disclose the information becomes aware of such requirement;

In addition, the Receiving Party shall be entitled to disclose Confidential Information without prior authorization from the Disclosing Party to following categories of recipients:

- a) The Receiving Party's external non-conflicted consultants or advisers, accountants or lawyers, sworn in under professional confidentiality rules, engaged by or on behalf of the Receiving Party and acting in that capacity, subject to such consultants, advisors, accountants or lawyers not being competitors of the Disclosing Party;
- b) the Receiving Party's Affiliates;
- c) any regulatory authority requiring disclosure in connection with the performance of the Contract and acting within the limits of its authority;
- d) with respect to the Customer, the Employer,

subject, however, to such recipients being bound by confidentiality undertakings equal to the undertaking in this Clause 6 (Confidentiality obligations).

The obligations of this Clause shall survive the termination of this Contract.



Заличено на основание чл. 2 от ЗЗЛД



7. Price and Payment Method

7.1 General

Payments to the Supplier shall be effected in accordance with the payment schedule set out in Clause 7.3.1, as this schedule may be amended from time to time by the Parties (the "Payment"), up to the full amount payable to the Supplier for the Scope of Supply (the "Contract Price").

7.2 Contract Price

Subject to any Variations according Clause 9 the Contract Price of this Contract amounts to

7.3 Customer's Payments

7.3.1 The Payment Milestones

A) The Customer shall pay the respective instalments of the Contract Price (the "Payment Milestones") to the Supplier upon occurrence of the following events:

- 1) 15% of the Contract Price as advance payment upon Execution Date and receipt of the Customer of bank guarantees issued in accordance with clause 7.5
- 2) 20% of the Contract Price upon approval of Detail Design by the Customer
- 3) 15% of the Contract Price upon Readiness for Delivery of Supplier's Equipment to the first Unit
- 4) 12,5% upon Delivery of the first Unit
- 5) 15% of the Contract Price upon Readiness for Delivery of Supplier's Equipment to the second Unit
- 6) 12,5% upon Delivery of the second Unit
- 7) 5% of the Contract Price upon successfully completed SAT of the Equipment at the first Unit
- 8) 5% of the Contract Price upon successfully completed SAT of the Equipment at the second Unit

B) For the sake of clarity, if the period between the Equipment's Readiness for Delivery and the date of shipment of that Equipment to the Customer (or to any other recipient, agreed upon under the terms of this Contract) exceeds 30 days, the Supplier shall not be obliged to Deliver the Equipment for the relevant Unit before it has received the Payment Milestones 3) and 5), respectively.

Any payment shall be effected via direct bank transfer within 30 days after the issuance by the Supplier of the corresponding invoice.

7.3.2 Payments for Variations

Payments for agreed Variations as per Clause 9 (Variations) shall be made by the Customer to the Supplier as stipulated in the respective Variation.

Such payments shall be made via direct bank transfer within 30 days after the receipt by the Customer of the corresponding invoice.



Заличено на основание чл. 2 от ЗЗЛД



7.4 Invoicing

7.4.1 Issuance and payment of Invoices

The Supplier shall be entitled to issue invoices upon the occurrence of a payment milestone as defined in clause 7.3.1 above or as agreed upon pursuant to Clause 9 (Variations).

Subject to Clause 7.4.2 below, the Customer shall effect payments within 30 days of the receipt of the invoice.

7.4.2 Rejection of Invoice by the Customer

In case the Customer is entitled to reject invoices for non-achievement of a performance milestone in whole or in part, the Customer shall give written notice to the Supplier stating the reasons for the rejection.

If the Customer rejects the invoice in whole, the Customer shall return that invoice, together with the notice of rejection, to the Supplier no later than 10 days after the date of receiving of the invoice. If the Customer rejects the invoice in part, the Customer shall process the invoice as to pay to the Supplier the uncontested portion within 30 days after the issuance of the invoice, and shall provide the grounds for partial rejection no later than 10 days after the date of receiving of the invoice.

If neither the rejection of an invoice, nor the payment thereof has been effectuated within the relevant periods stipulated above, Clause 7.6 (Delay in Payment) of the Contract shall apply.

7.5 Securities

The Supplier shall provide the securities specified below in favour of the Customer at the times, and in the amount, manner and form specified below.

7.5.1 Advance Payment Security

Upon the payment to the Supplier of Payment Milestone 1, provided for in Clause 7.3.1 above, the Supplier shall provide an irrevocable bank guarantee in the amount equal to the Payment Milestone 1 and in the same currency, valid until the Delivery of the second Unit. It is understood that the Advance Payment Security shall automatically become null and void when the full amount of the advance payment has, for any reason, been recovered by the Customer. The security shall be returned to the Contractor immediately after its expiration.

7.5.2 Performance Security Thirty days after the Execution Date, the Supplier shall provide a security for the due performance of the Contract in the form of bank guarantee in the amount of 5 % (five percent) of the Contract Price and in the same currency.

The performance security shall be valid ninety (90) days following the date of SAT of the second Unit according to Appendix 4 – Time Schedule.

7.6 Delay in Payment

If the Payment of any sum due to the Supplier under the Contract is delayed, the Supplier shall be entitled to receive interest on the amount unpaid during the period of delay.

The calculation of interest shall equal to 6 percent per annum for the period of delay.

Заличено на основание чл. 2 от ЗЗЛД



The Supplier shall be entitled to the payment of such interest without formal notice and without prejudice to any other right or remedy.

In the event that the Customer partially disputes an invoice, the Customer shall be obliged to pay only the undisputed portion of the invoice in accordance with Clause 7.4.2 of this Contract. Any delay to effectuate such partial payment shall result in the obligation of the Customer to pay interest in accordance with the provisions above.

8. Liquidated damages for delay

If the Supplier causes a delay in the Delivery, in violation of the Time Schedule, but subject to Clause 7.3.1B) and such delay is due to circumstances for which Supplier is responsible, then Customer shall be entitled to claim as liquidated damages, the amount of 0.25% of the Contract Price for each day of delay.

If the Supplier causes a delay in the performance of the Supervisory Services, in violation of the Time Schedule, but subject to Clause 7.3.1B) and such delay is due to circumstances for which Supplier is responsible, then the Customer shall be entitled to claim as liquidated damages, the amount of 0.25% of the Contract Price for each complete week of delay.

The aggregate amount of liquidated damages for delay for any Liquidated Damages set out above, irrespective of the total extent of the delay, shall not exceed 12% of the Contract Price.

If, due to reasons attributable to the Supplier, the Scope of Supply cannot be delivered when Customer has become entitled to maximum liquidated damages as specified above, Customer may give notice to Supplier of a reasonable final period for delivery and that it intends to terminate the Contract if the Equipment is not ready for delivery after the expiry of said period. If the Equipment is not delivered by the expiry of the said period specified by Customer due to reasons attributable to the Supplier and if it has to be considered unreasonable for Customer to remain bound by the Contract, Customer may terminate the Contract by written notice to Supplier with the consequences as set forth in Clause 13.1.

The payment of the liquidated damages by the Supplier, as described above, shall constitute the Customer's sole and exclusive remedy for the Supplier's delays and failures to comply with the Time Schedule, other than the Customer's right to terminate the Contract in accordance with this Clause, and the Customer shall not be entitled to any further claims in this respect, regardless whether such claims are based in contract or in tort (including negligence), under any theory of strict liability, or otherwise under law.





9. Variations

The Supplier shall be entitled to an adjustment of the Contract Price and/or Time Schedule and to all other necessary contractual amendments, if any changes within the Scope of Supply, including the manner or sequence of its execution, or within the Technical Specifications resulting from:

- a written request by Customer to that effect, or
- a change in applicable Legislation, codes and standards or
- a request from any relevant authority not attributable to any noncompliance by the Supplier with the terms of this Contract,

(collectively, the "Variations") coming into effect later than twenty eight (28) days prior to the Execution Date.

The Supplier shall only be obliged to perform such Variations if there is a prior written agreement with respect to such Variations, including the necessary adjustment of the Contract Price and/or the Time Schedule. The Parties acknowledge that Variations initiated by the Customer might be subject to prior amendment of the Prime Contract and Supplier agrees to provide reasonable assistance to Customer that may be required in order to obtain Employer's consent for such amendment.

10. Suspension rights

The Customer may, for its convenience or for any other reason, suspend the execution of the Scope of Supply, in whole or in part, by giving a written notice thereof to Supplier specifying the nature, effective date and anticipated duration of such suspension.

The Supplier shall be entitled to suspend its execution of the Scope of Supply, in whole or in part, by giving written notice thereof to Customer, in the event of any material breach of the Contract by the Customer. For greater certainty, any event of delay of payment by the Customer more than 3 months shall be considered as breach of the Contract.

In the event of suspension pursuant to this Clause, the Supplier shall be entitled to an appropriate extension of time, the payment of the Contract Price for the Scope of Supply performed up to the date of such suspension and the reimbursement of any additional costs, by making a claim pursuant to Clause 15.1. For greater clarity, in case of suspension caused by an Outage Delay, the reimbursement of additional costs shall be subject to Clause 1.6 above.

11. Transfer of risk and transfer of ownership

The Risk of loss or damage to the Equipment for each Unit shall pass from the Supplier to the Customer in accordance with the terms of the Delivery Incoterm DAP.

The ownership of the Equipment for each Unit shall pass to Customer after the Supplier has received full payment under Payment milestone 4 or 6 respectively.

Заличено на основание чл. 2 от ЗЗЛД



12. Acceptance

In relation to each procedure of Acceptance, set out in the sub-clauses below, the Customer shall perform acceptance without undue delay. In the event the appropriate procedure of Acceptance does not take place within one month after the Supplier's notification to the Customer of the corresponding readiness for Acceptance, and where this failure is due to circumstances for which the Supplier is not responsible, the relevant Acceptance shall be deemed to have taken place one month after the Supplier has notified the Customer of the respective readiness for Acceptance.

In relation to each procedure of Acceptance, set out in the sub-clauses below, minor deficiencies or divergences from the requirements of this Contract, which:

- a) in the case of Equipment, neither impair the operation or safety of the Equipment, nor reduce its functionality,
- b) in the case of Supplier's documents, do not affect the substantive meaning or the usability of the document (which, without limiting the generality of the foregoing, includes typographical errors, minor grammatical or syntactic errors, formatting issues, minor divergences in terminology or minor shortcomings in descriptions)
- c) in the case of services, do not affect the essential purpose of the service,

shall not constitute a valid ground for refusing Acceptance. Such minor deficiencies shall be entered in a protocol drawn up at the time of the relevant Acceptance procedure, and shall be remedied by the Supplier within a reasonable period stipulated by the Customer.

12.1 Acceptance of Delivery

Equipment shall be accepted (open package inspection) for each Unit upon its Delivery according to agreed DAP Incoterm conditions 2010. When Delivery is not supplied with the necessary, approved (if defined so in Appendix 2) supporting documentation as required in Appendix 2, or when the Equipment received is incomplete pursuant to the terms of the Contract, the Supplier shall have 10 (ten) working days to remove the non-conformities. In case of violation of this term, clause 8 shall apply.

12.2 Factory Acceptance Test

Within a reasonable period of time following the completion of the manufacturing of the Equipment, or as otherwise provided for in the Time Schedule, a Factory Acceptance Test ("FAT") shall be carried out at the Supplier's premises or those of the Supplier's sub-suppliers, for each Unit, to determine whether the Equipment conforms to the Technical Specifications.

Unless otherwise provided for in the Time Schedule, the Supplier shall notify the Customer without undue delay of the readiness of the Equipment to undergo the FAT.

Notwithstanding the introductory paragraph of this Clause 12, above, in the event the FAT does not take place within one month after the notification of the Customer of the Equipment's readiness for FAT solely because of the failure by the Employer to attend the FAT, the Deemed Acceptance shall occur two (2) months after the Supplier's notification of the readiness for FAT and the Time Schedule shall be modified accordingly.

Заличено на основание чл. 2 от ЗЗЛД



The result of the FAT shall be set out in an appropriate test protocol, containing the details and results of the testing and also a statement that the Equipment meets all conditions of the Contract.

Minor deficiencies that neither impair the operation or safety of the Equipment nor reduce its functionality shall not constitute a valid ground for refusing Acceptance under this Clause. Such minor deficiencies shall be entered in the test protocol and shall be remedied by the Supplier within a reasonable period stipulated by the Customer.

Customer shall be entitled to refuse acceptance under this clause in case according to FAT the Equipment fails to meet conditions under the Contract. Notwithstanding any other remedy available to the Customer under the Contract, in case FAT is not successful Supplier shall remedy deficiencies of the Equipment and re-perform FAT at its expense (including expenses for participation of representatives of Customer and the Employer).

12.3 SAT

Directly following the installation and commissioning of the Equipment, or as otherwise provided for in the Time Schedule, a Site Acceptance Test shall be carried out at Project site, for each Unit, to determine whether the HERMETIS gas concentration measurement system, of which the Equipment forms part, operates successfully.

SAT shall be carried out in accordance with a programme to be mutually agreed by the Parties after the Commencement date.

The result of the SAT shall be set out in an appropriate SAT protocol, containing the details and results of the testing and also a statement that the Equipment meets all conditions of the Contract.

Minor deficiencies in the Equipment, resulting from the Supplier's fault, discovered during the SAT, that neither impair the operation or safety of the Equipment nor reduce its functionality shall be entered in the SAT protocol and shall be remedied by the Supplier within a reasonable period stipulated by the Customer.

In case SAT is not successful due to Supplier's fault, it being understood that improper installation or any actions attributable to the Customer leading to a failure of SAT shall not constitute a Supplier's fault, the Supplier shall remedy deficiencies of the Equipment and supervise the re-performance of SAT at its expense. If, for reasons attributable to the Supplier, the deficiencies of the Equipment are not remedied, Clause 14.5 applies.

12.4 Acceptance of Services

For the Supervisory Services, performed by the Supplier under this Contract, a protocol shall be signed by the Customer and the Supplier directly after the successful completion of such services, which shall constitute acceptance thereof.

13. Termination

13.1 Termination due to Supplier's default

The Customer shall have the right to terminate the Contract by written notice to the Supplier for the following reasons:

Заличено на основание чл. 2 от ЗЗЛД

Contract: F.030607-C-01

- a) Breach by the Supplier of a material obligation under the Contract, notified to the Supplier by the Customer, which the Supplier has failed to remedy within a reasonable time limit or
- b) Bankruptcy or insolvency of the Supplier;
- c) The termination circumstances set out in Clause 8 above
- d) Subcontracting Scope of Supply or any material part thereof in breach of clause 16.2.

If the Contract is validly terminated by reason of default of the Supplier, as stipulated above:

- a) the Supplier shall deliver to the Customer the parts of Scope of Supply executed up to the date of termination that, according to the sole discretion of the Customer, are useful for Prime Contract execution; and
- b) the Supplier shall deliver to the Customer all drawings, specifications and other documents which have been prepared by the Suppliers or its Affiliates or subcontractors under the terms of this Contract as at the date of termination; and
- c) to the extent legally possible, the Supplier shall (i) allow the Customer to step into the Supplier's subcontracts, executed by the Supplier for the purpose of carrying out the Scope of Supply, (ii) transfer to the Customer the legal title to the portions of the Scope of Supply delivered to the Customer pursuant to point (a) above, and (iii) grant to the Customer intellectual property rights in the documents delivered pursuant to point (b) above, in accordance with Clause 5.1; and
- d) the Supplier shall be liable to compensate the Customer for its additional costs associated with completing the Scope of Supply and damages suffered by Customer directly in relation to the termination, subject to the limitations of liability provided for in Clause 15.2, less the value of the work achieved by the Supplier, delivered to and accepted by the Customer pursuant to this clause 13.1, but not paid prior to the termination (the "Unpaid Amounts"). If the Customer incurs no such additional costs or damages, the Supplier shall in any case be entitled to receive the Unpaid Amounts.

13.2 Termination due to Customer's default

The Supplier shall be entitled to terminate the Contract for the following reasons:

- a) Breach by Customer of a material obligation under the Contract, or the Customer's violation of any provision of the Code of Ethics, referred to in Clause 3.5;
- b) Bankruptcy or insolvency of the Customer, or
- c) Failure by the Customer to pay any sums owed to the Supplier under this Contract within 90 days of such payment becoming due;
- d) Suspension by either the Customer (except in case Outage Delay but subject to clause 1.6) or the Supplier under Clause 10 for a period longer than 180 days.

In the event that the Supplier terminates the Contract for the Customer's default as stipulated in Clause 13.2 (Customer default termination) the Customer shall pay to the Supplier:

the Contract Price for the Scope of Supply performed up to the milestones completed prior to the termination date, including costs for work in progress; the costs associated with terminating, suspending or novating any subcontracts; compensation of the Supplier's lost profit in connection with the termination.

Subject to payment by the Customer of the compensation due to the Supplier at termination under this Clause 13.2, the Supplier shall:

- a) deliver to the Customer the parts of Scope of Supply executed up to the date of termination; and
- b) deliver to the Customer all drawings, specifications and other documents which have been prepared by the Suppliers or its Affiliates or subcontractors under the terms of this Contract as at the date of termination; and
- c) to the extent legally possible, the Supplier shall (i) allow the Customer to step into the Supplier's subcontracts, executed by the Supplier for the purpose of carrying out the Scope of Supply, (ii) transfer to the Customer the legal title to the portions of the Scope of Supply delivered to the Customer pursuant to point (a) above, and (iii) grant to the Customer intellectual property rights in the documents delivered pursuant to point (b) above, in accordance with Clause 5.1.

13.3 Termination of Prime Contract

The Contract shall terminate in case of termination of the Prime Contract, subject to the Customer giving the Supplier a 3-week notice.

In the event of termination of the Contract according to this Clause 13.3 the Customer shall pay to the Supplier:

- d) the Contract Price for the Scope of Supply performed up to the milestones completed prior to the termination date, including costs for work in progress;
- e) the costs associated with terminating, suspending or novating any subcontracts;
- f) compensation of the Supplier's lost profit in connection with the termination in case the Prime Contract is terminated by default of the Customer. If termination of Prime Contract is not attributable to Customer's fault, Supplier shall be entitled to compensation of lost profit subject to payment of such compensation under the Prime Contract.

13.4 Compensation on Termination for Force Majeure

In the event the Contract is terminated due to a prolonged event of Force Majeure, as set out in Clause 20:

the Customer shall pay to the Supplier the Contract Price for payment milestones achieved up to the date of such termination; and the Supplier shall

- a) deliver to the Customer all drawings, specifications and other documents which have been prepared by the Suppliers or its Affiliates or subcontractors under the terms of this Contract as at the date of termination; and
- b) to the extent legally possible, the Supplier shall (i) transfer to the Customer the legal title to the portions of the Scope of Supply delivered to the Customer pursuant to point (a) above, and (ii) grant to the Customer intellectual property rights in the documents delivered pursuant to point (b) above, in accordance with Clause 5.1.

14. Warranties and defect liability





Contract: F.030607-C-01

14.1 General Principle

The Supplier warrants against faults in the Equipment, as relates to its compliance with the specifications within the Appendices of this Contract (collectively the "Defects").

14.2 Remedies under Warranty

The remedies available to the Customer under this warranty shall be exclusive to the following:

If, during the Warranty Period, the Customer discovers a Defect, the Customer shall notify the Supplier thereof in writing without delay, and the Supplier shall, within a reasonable period of time, take the corrective measures necessary to eliminate such Defects by repairing or replacing the Equipment or re-executing the services included in the Scope of Supply.

For the purpose of eliminating the Defects, the Customer shall make available, free of charge, to the Supplier the necessary power and consumable materials as well as work facilities and equipment at the Site.

14.3 Non-applicability of Warranty

The Supplier's warranty obligation shall not apply:

- a) If transport, storage, testing, handling or assembly of the Equipment, if performed by anyone other than the Supplier (or anyone other than a person or entity appointed by the Supplier), was not done in accordance with the instructions given by the Supplier;
- b) If the operation of the Equipment was not carried out in strict compliance with the Supplier's instructions;
- c) If a Defect in the Equipment or deficiency in the Supervisory Services provided by the Supplier has occurred due to improper performance or non-fulfilment by the Customer of its obligations under this Contract, or if the Defect or deficiency is otherwise not attributable to the Supplier.
- d) In cases of normal wear and tear;

In addition the Supplier shall not have any responsibility for any consequences arising from alterations, repairs or any other maintenance work on the Equipment carried out by the Customer or third parties. This shall not apply, however, if such alterations, repairs or any other maintenance work are carried out by the Customer or third parties at the request or with the agreement and under the instruction or supervision of the Supplier.

14.4 Warranty period

For each Unit, the duration of the aforementioned warranty against Defects shall be 36 months, commencing from the date of the successful SAT of the relevant Unit, but shall not exceed 48 months after the date of the Accepted Delivery of the relevant Unit (the "Warranty Period").



Заличено на основание чл. 2 от ЗЗЛД



Contract: F.030607-C-01

For any part of the Equipment which is replaced or modified during the Warranty Period, pursuant the Supplier's warranty obligation set out in this Clause, the following shall apply with respect to such part of the Equipment:

The Warranty Period for the relevant portion of the Equipment shall be extended by 6 months as of the date of the repair, replacement or modification for the relevant portion of the Equipment. The aggregate prolonged Warranty Period for any portion of the Equipment shall, however, in no case exceed the absolute duration of 54 months following the Accepted Delivery of the relevant Unit.

14.5 Failure by Supplier to provide Warranties and Remedies

Should the Supplier refuse to comply with his remedy obligations, or in case the Supplier fails to take the corrective measures necessary to eliminate such Defects within the period specified in Clause 14.2, the Customer shall be allowed to remove such Defects by itself and using its own resources, or with the aid of third persons. In this case, the Supplier shall be liable for reimbursing all the costs reasonably incurred by the Customer for removing the defect and/or physical damages directly resulting therefrom.

The warranties and remedies set forth in this Clause are exclusive and no other warranties or remedies of any kind, whether statutory, written, oral, expressed or implied, shall apply.

15. Claims and liability

15.1 Supplier's claims

In any circumstances in which the Supplier considers itself entitled to an extension of any applicable time limit and/or any additional payment (the "Entitlement Circumstances"), the following shall apply.

If the Supplier intends to make any claim for an extension of time or for additional payment, the Supplier shall, within a reasonable period of time after the Entitlement Circumstances became known to the Supplier, provide the Customer with a written notice describing the Entitlement Circumstances giving rise to the claim, as well as the extension of time and/or the amount of payment claimed.

Within 28 days of the Supplier's aforementioned notice, the Customer shall either (a) approve the Supplier's claim, or (b) reject the Suppliers claim, or (c) respond with its own assessment of the extension of time and/or of the costs claimed by the Supplier. Such additional costs shall be paid to the Supplier within 30 days of the approval. If the Customer rejects the Claim or the Supplier disagrees with such assessment by the Customer, the provisions of Clause 18 (Dispute Resolution) shall apply.

In cases where the Customer approves an extension of time claimed by the Supplier, the Time Schedule shall be accordingly jointly amended by the Parties.

15.2 Limitation of liability

Subject to the limitations set forth in this Clause, the Supplier's aggregate liability to the Customer for any loss or damage, regardless whether based in contract, tort, indemnity or



Contract: F.030607-C-01

any other legal theory, including the reimbursement of costs and expenses and claims resulting from termination, as well as any liquidated damages provided for in Clause 8, shall under no circumstances exceed the Contract Price.

With the exception of Clause 13.2 and Clause 13.3, neither Party shall under any circumstances be liable to the other Party for loss of use, loss of production, loss of profit, loss of opportunity, loss of information and/or data and any indirect, special or consequential damage.

If the Customer considers itself entitled to payment or other performance by the Supplier under any provisions of the Contract including payment of Liquidated Damages (the "Customer Entitlement Circumstances"), the Customer shall make the appropriate claim to the Supplier within a reasonable time of the occurrence of the Customer Entitlement Circumstance.

The above limitations of liability shall also apply to the Affiliates and subcontractors of the Supplier and the Supplier's directors, officers, personnel and agents, insofar as any of the above is directly or indirectly involved in the performance of the Supplier's Scope of Supply. The limitations and exclusions of liability in this Contract shall apply to the largest legally permitted extent.

15.3 Indemnities

Each Party shall indemnify and hold harmless the other Party, its personnel and its subcontractors against all claims, damages, losses and expenses in respect of:

- a) bodily injury, sickness, disease or death of any person, and
- b) damage to or loss of any property, real or personal,

arising out of or in the course of the performance of this Contract and which is attributable to any negligence, breach of duty (whether statutory or otherwise), wilful act or breach of this Contract by the Party or its personnel.

15.4 Nuclear liability

The Supplier shall under no circumstances, whether in contract, tort or otherwise, be liable for any damage caused by a Nuclear Incident, including but not limited to damage to any property located within the Site, or for the cost of decontamination and shall under no circumstances, either under warranty nor otherwise, be obliged to take back any contaminated material or contaminated parts or objects from the Site.

The Customer shall indemnify and hold the Supplier harmless from and against any third party claims, liability or expense resulting from such Nuclear Incident, including but not limited to claims arising from damage to any parts of the Site or any property therein.

In no event shall Supplier, irrespective of its activities under the Contract, be deemed or represented as being the operator of a nuclear power plant for any purpose.



Заличено на основание чл. 2 от ЗЗЛД



16. Transfer of the Contract and change of control

Any transfer, assignment or novation of the Contract or any material change of control of the Party (acquisition by a third party of decisive or significant influence in the Party, by means of holding shares or possessing voting power in the Party, or by being conferred such powers by any corporate document of the Party) shall be subject to prior agreement in writing by the Parties.

17. Export regulations

The fulfilment of this Contract are subject to the condition that any requisite export licenses are granted in due time, and that there are no other impediments from export regulations of Germany or another relevant jurisdiction.

Either Party may supply nuclear goods and/or technical information thereon to the other Party which may subject to export control regulations. As such, the Party receiving such goods or information shall be obliged to fulfil the obligations set by the Nuclear Supplier Group and the International Atomic Energy Agency (IAEA) and which apply to such goods, technical information etc.

18. Dispute Resolution

18.1 Amicable negotiations

- a) The Parties shall, before resorting to other methods of dispute resolution, attempt to settle any disputes arising out of or in connection with the performance of this Contract amicably through negotiation. Each Party can request from the other Party that a senior representative from each side participates the negotiations.
- b) If the dispute has not been settled within sixty (60) days of the start of negotiations or within such other period as the Parties may agree to in writing, or if negotiations are not commenced within thirty (30) days of receipt of the request by one Party to enter into amicable negotiations, then either Party may, by written notification to the other Party, require that the dispute be submitted to arbitration pursuant to Clause 18.2 (Arbitration).

18.2 Arbitration

If an attempt to arrive at a settlement as per Clause 18.1 has failed, all disputes, including any question regarding the existence, validity or termination or any subsequent amendment of the Contract, and all claims in connection with it in respect of which no dispute exists but which require enforcement, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Zurich / Switzerland. The procedural law of this place shall apply where the Rules are silent.

The language to be used in the arbitration proceeding shall be English.

19. Insurance

Заличено на основание чл. 2 от ЗЗЛД



Contract: F.030607-C-01

19.1 Customer's Insurance

The Customer shall, at its own costs, subscribe to or maintain valid insurance for professional third party liability, of which the coverage limit is set in applicable legislation.

The Customer shall, at the request of the Supplier, produce insurance certificates or any other legal proof, for example so called cover notes (whatever is available) showing that sufficient insurance has been affected.

19.2 Supplier's Insurance

The Supplier shall at its own costs insure adequately or cause to be insured adequately, all necessary insurances under this Contract such as cargo insurance of the Equipment during transport, non-nuclear third party liability insurance, employer's liability and other statutory insurances.

The Supplier shall effect and maintain at its own cost the insurance cover as stated in this Clause with reputable insurance carriers authorized to do business in the country.

The Supplier shall, at the request of the Customer, produce insurance certificates or any other legal proof, for example so called cover notes (whatever is available) showing that sufficient insurance has been affected.

20. Force Majeure

Neither the Customer nor the Supplier shall be liable for failure to meet contractual obligations hereunder due to Force Majeure.

Force Majeure shall mean occurrences beyond the reasonable control of a Party and unforeseeable at the Execution Date of this Contract such as, but not limited to:

Natural catastrophes, epidemics, earthquakes, floods, lightning, tempest, nuclear incident, industrial actions, strikes, lockouts, slow-downs, blockades, shortage of fuel or energy, war or war-like conditions, mobilization, revolutions or riots, acts of public enemy, sabotage, terrorism or fire.

Where an event of Force Majeure occurs, neither Party shall be in breach of its obligations to the extent that it is prevented from performing them as a result of Force Majeure.

Any delay occurring in deliveries by sub-suppliers shall be regarded as Force Majeure if being caused by events as defined in above.

The Party affected by an event of Force Majeure shall, without undue delay, inform the other Party of this event and of its effect on the fulfilment of the Contract, and provide supporting documentation on such an event.

Either Party may terminate the Contract by a written notice, if an event of Force Majeure subsists longer than 3 calendar months. The consequences of such termination are as set forth in Clause 13.6 of this Contract.



Заличено на основание чл. 2 от ЗЗЛД



Supply of HERMETIS Equipment
for Nuclear Power Plant Kozloduy 5 & 6

framatome

Contract: F.030607-C-01

In the event the Supplier is prevented from performing any of its obligations under the Contract by Force Majeure and suffers delay, Supplier shall be entitled to an extension of time, which it shall claim in accordance with Clause 15.1.

In all circumstances, the Party affected by an event of Force Majeure must exercise reasonable efforts to mitigate the effects of the Force Majeure event.

21. Substantive Law and language

The substantive law in force in Switzerland without reference to other laws and excluding conflicts of law rules shall apply to this Contract (the "Law"). The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

English shall be the language of this contract and of any communication or exchange of information between the Supplier and the Customer and their respective Affiliates.



Заличено на основание чл. 2 от ЗЗЛД



22. Miscellaneous

22.1 No partnership, agency or similar relationship

Nothing in this Contract is intended to, or shall be deemed to, establish any form of partnership between the Parties, nor constitute one Party the agent of the other, nor authorise either Party to make or enter into any commitments for or on behalf of the other Party.

Each Party hereby confirms that it is acting on its own behalf and not for the benefit of any other person.

22.2 Severability and amendments

In case a Clause of this Contract or a part thereof is or becomes void, invalid or unenforceable under the applicable Law, the Parties shall substitute such Clause by a fully valid and enforceable Clause, which comes closest to the economic aim of the void, invalid or unenforceable Clause.

No change, amendment or modification of this Contract shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

22.3 Notices

For the purposes of all notices to the Customer, the contact information of the Customer is:

GCR Ltd.
10 Vihren Str., 1618 Sofia, Bulgaria

The Customer's Representative for the technical performance of this Contract is:

Dimitar Avramski
Chief Expert

Tel.: (+359) 2 808 96 03
Mobile phone: (+359) 888 922 652
Dimitar.Avramski@gcr.bg

The Customer's Representative for the commercial performance of this Contract is:

Petar Manchev
Chief Financial Officer

Tel: +359 2 474 88 66
Email: Petar.Manchev@gcr.bg

Заличено на основание чл. 2 от ЗЗЛД



Supply of HERMETIS Equipment
for Nuclear Power Plant Kozloduy 5 & 6

framatome

Contract: F.030607-C-01

For the purposes of all notices to the Supplier, the contact information of the Supplier is:

Framatome GmbH
Paul-Gossen-Str. 100, 91052 Erlangen, Germany
Commercial registry: Fürth, HRB 7817

The Supplier's Representative for the technical performance of this Contract is:

Jan Liebig
Section Manager for Containment systems

Tel: +49 9131 900 96190
Email: jan.liebig@framatome.com

The Supplier's Representative for the commercial performance of this Contract is:

Christoph Kurlbaum
Senior Financial Sales Manager

Tel: +49 9131 900 93223
Email: christoph.kurlbaum@framatome.com

All notices required by the Contract shall be in writing and shall be sent by electronic mail, by registered mail or by fax to the addresses specified above.

Each Party shall promptly inform other in writing of any change in its addresses, legal form or of the appointment of a new contact person.

This Contract is executed in two originals – one for each of the Parties.

For and on behalf of

For and on behalf of

Customer:

Supplier:

Заличено на основание чл. 2 от ЗЗЛД

Заличено на основание чл. 2 от ЗЗЛД