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Your Ref.: Пазарна консултация 42524
Our Ref.: WES/20/SOF/IP/IP/004

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ОТНОСНО: ИНДИКАТИВНО ПРЕДЛОЖЕНИЕ ЗА ПРОЕКТИРАНЕ, ДОСТАВКА И ПОДМЯНА
НА СИСТЕМАТА ЗА ИЗМЕРВАНЕ АКТИВНОСТТА НА ИЗХВЪРЛЯНИЯТА (СИИИ)
ПРЕЗ ВЕНТИЛАЦИОННИТЕ ТРЪБИ НА ЕП-2: 5,6ХQ43, 5,6ХQ44 И 0ХQ47

Референции:

- 1) *Покана за пазарни консултации № 42524*
- 2) *Техническо задание № 19.ЕП-2.ТЗ.240, „Проектиране, доставка и подмяна на системата за измерване активността на изхвърлянията (СИИИ) през вентилационните тръби на ЕП-2: 5,6ХQ43, 5,6ХQ44 и 0ХQ47“*

Уважаеми дами и господа,

В отговор на ваша покана за индикативно ценово предложение за "Проектиране, доставка и подмяна на системата за измерване активността на изхвърлянията (СИИИ) през вентилационните тръби на ЕП-2: 5,6ХQ43, 5,6ХQ44 и 0ХQ47" [Референция 1], с настоящето писмо Уестингхаус Енерджи Систъмс ООД, чрез клона си в България, има удоволствието да представи настоящата бюджетна, необвързваща оферта.

I. ОБХВАТ

Бюджетната оферта е разработена въз основа на *Техническо задание № 19.ЕП-2.ТЗ.240, „Проектиране, доставка и подмяна на системата за измерване активността на изхвърлянията (СИИИ) през вентилационните тръби на ЕП-2: 5,6ХQ43, 5,6ХQ44 и 0ХQ47“* [Референция 2] (по-нататък наричано ТЗ [Техническо задание]).

След детайлно разглеждане на Техническо задание № 19.ЕП-2.ТЗ.240, нашата оферта включва следния обем инженерни дейности и доставка на оборудване и софтуер:

А. Доставка на оборудване и софтуер – включва следния обем:

- 5 бр. монитори за аерозоли, йод и благородни газове PING206-S – производител Mirion Technologies
- 2 бр. управляващи блокове с локален дисплей LDU3 – производител Mirion Technologies
- 3 бр. датчици за измерване дебита във вентилационни тръби [BT];
- RAMVISION® софтуер за събиране и обработка на информацията, сървъри и клиентски лицензи – производител Mirion Technologies;
- 2 бр. резервирани сървъри за нова Система за Радиационен Мониторинг (CPM);
- 5 бр. работни станции с напълно инсталиран софтуер;
- 1 бр. сървър за SQL база данни и WEB сървър;
- 1 бр. сървърен шкаф, оборудван с непрекъсваеми захранващи източници (UPS) и KVM конзола;
- 1 бр. цветен лазерен принтер с възможност за печат до размер А3 с комплект консумативи за отпечатване на справки;
- 2 бр. преносими компютъра с инсталиран специализиран софтуер за локално управление и настройки на оборудването;
- Компоненти за мрежова инфраструктура;
- Комплект инструменти и източници за калибровка;
- Източници и газове за първоначална метрологична проверка.

Технически характеристики на оборудването от новата система:

- Характеристики на околна среда, които се покриват от предлаганото оборудване:
 - Да запазва работоспособност при температура от +0°C до +50°C
 - МДА за денонощие на каналите да се запазва в границите $\pm 10\%$ в интервала +20°C до +35°C
 - Да запазва работоспособност при влажност до 98% без кондензация
- Характеристики на пробата
 - Температура от +10°C до +50°C и влажност до 98%
- Конфигурация и управление:
 - По два монитора на 5 и 6 ЕБ с възможност за контрол на BT-1 и BT-2 с локално и дистанционно превключване и един за BT-3 на СК-3, обхванати в локална мрежа и сървър за събиране и архивиране на данни
 - Устройство за превключване на BT-1 или BT-2
 - Датчик за измерване на разхода/дебита във отделните BT

- Датчик за измерване на разхода в пробоотборната линия
- Контролер с регулатор за изокинетичност на потока
- Работни станции със специализиран софтуер за дистанционно управление и наблюдение на системата
- Ел. Захранване:
 - ~220V; 50 Hz

Забележка: Настоящата оферта предполага, че новата система ще използва съществуващото електрозахранване. Измервателните блокове са с вградена батерия за защита от смущения на захранващото напрежение.

- Максимален дебит през вентилационните тръби:
 - BT-1: до 105,000 m³/h
 - BT-2: до 280,000 m³/h
 - BT-3: до 400,000 m³/h
- Защита от прах, влага и водни пръски:
 - IP41 за всички компоненти
- Шази, окомплектовано с една помпа, една пробо-отборна линия и следните измервателни канали:

I. Канал за измерване на аерозоли

- Аерозолен филтър:
 - Филтърна ролка в касета с автоматичен механизъм
 - Осигурява ефективност на задържане на аерозоли >99% за частици с Ø до 4,0µm

Забележка: С цел получаване на резултати за балансиране на изхвърлянията през BT, ще се осигури допълнителен пробо-отборен модул с филтър за аерозоли и йоден филтър с диаметър 50 mm.

- Обхват на измерване:
 - бета <1.0E+0 до >3.0 E+6* Bq/m³ за ¹³⁷Cs при измерване 60 мин
 - алфа <1.0E-2 до >3.0 E+6* Bq/m³ за ²³⁹Pu при измерване 60 мин

Забележка: Долната граница на детектиране ще бъде определена като граница на детектиране (detection limit) в съответствие със стандарт ISO 11929.

- Енергиен диапазон:
 - от 0,1 MeV до 2,5 MeV
- Други:
 - Вграден контролен източник за проверка на канала - ¹³⁷Cs, ⁹⁰Sr или ³⁶Cl
- Калибриране:
 - ⁹⁰Sr/⁹⁰Y, ¹³⁷Cs.

II. Канал за измерване на Йод-131

- Йоден филтър:
 - Касета, осигуряваща следната ефективност на захващане – Метил йодид 90%; Молекулярен йод 99%
- Обхват на измерване:
 - $<5.0 \text{ E}+0$ до $>3.0\text{E}+6 \text{ Bq/m}^3$ при измерване 60 мин (без отчитане на ^{76}As)

Забележка: Долната граница на детектиране ще бъде определена като граница на детектиране (detection limit) в съответствие със стандарт ISO 11929.
- Гама-спектрометрично измерване на Йод-131:
 - 1024 канален анализатор за прецизна калибровка и анализ на получените резултати. Възможност за определяне на чистата площ на фотопика с енергия 364 keV чрез изваждане на фоновата подложка.
- Други:
 - Вграден контролен източник за проверка на канала – ^{133}Ba
- Калибриране:
 - ^{131}I

III. Канал за измерване на радиоактивни благородни газове • нормален диапазон

- Обхват на измерване:
 - за ^{85}Kr : $<1.0\text{E}+4$ до $>1.0\text{E}+13 \text{ Bq/m}^3$ при измерване 60 мин

Забележка: Долната граница на детектиране ще бъде определена като граница на детектиране (detection limit) в съответствие със стандарт ISO 11929.
- Енергиен диапазон:
 - бета: $0,1 \text{ MeV} < E < 2,5 \text{ MeV}$
- Други:
 - Вграден контролен източник за проверка на канала – ^{137}Cs , ^{90}Sr или ^{36}Cl
- Калибриране:
 - реален газ ^{85}Kr и ^{133}Xe

В. Софтуерно осигуряване

- Операционна система - Windows Server с версия, актуална към момента на завършване на етап "Проектиране"
- Microsoft SQL Server
- Системен софтуер RAMVISION за сървър
- Системен софтуер RAMVISION за работни станции
- Софтуер за поддръжка и настройка на системата: MASS2, SAMS и SIMS

- Специализирано приложение за предаване на данни към OVATION
 - Специализирано WEB-базирано приложение за работни станции
- C. Строително-монтажни работи на площадката на АЕЦ "Козлодуй"
- Включва целия обем дейности, свързан с демонтажни и монтажни дейности на оборудването в контролираната зона на площадката на АЕЦ "Козлодуй", доставка на кабели, полагане на кабели и пробо-отборни тръбопроводи, изграждане на нови комуникационни трасета от всеки енергоблок до СК-3 и полагане на кабели.
- D. Инженерни дейности
- Проектиране – еднофазно, фаза Работен проект. Проектът включва следните части:
 - "Архитектурна"
 - "Конструктивна"
 - "ТОВК"
 - "Машинно-технологична"
 - "Електрическа"
 - "КИП и А"
 - "РЗ"
 - "ПБЗ"
 - "Програмно осигуряване (софтуер)"
 - "Пожарна безопасност"
 - "Актуализация на съществуващ ОАБ".
 - Авторски надзор – Консултиране и осигуряване на авторско съпровождане и надзор на проекта
 - Разработване и валидиране на приложен софтуер – горно ниво:
 - i. Разработка на софтуер и софтуерни приложения
 - ii. Верификация и валидация
 - iii. Разработка на специализиран, потребителски интерфейс на български език
 - Заводски изпитания и квалификация на оборудването:
 - сеизмична квалификация на оборудването по сеизмична категория 2, съгласно НП-031-01 и специфичните изисквания на ТЗ на АЕЦ "Козлодуй"
 - организация и провеждане на заводски изпитания (вкл. специализирани за проекта тестове)
 - организация и провеждане на крайни заводски приемателни изпитания (*разходите за пътни и дневни на специалисти на АЕЦ "Козлодуй" са включени в обхвата*)

- Пуско-наладъчни дейности на площадката на АЕЦ "Козлодуй":
 - Инсталиране, конфигуриране и настройка на сървъри и софтуер
 - Подвързване на кабели, настройки и ПНР на основно и спомагателно оборудване
 - Метрологична проверка и калибровка на новото оборудване от оторизиран орган
 - Метрологично осигуряване с реални газове и източници, изработка на документация и съдействие при провеждане на метрологични проверки
 - Провеждане на единични и функционални изпитания, въвеждане в крайна експлоатация
- Обучение на персонал на Възложителя.

II. ИНДИКАТИВНО ЦЕНОВО ПРЕДЛОЖЕНИЕ

Нашата бюджетна цена за пълния обхват дейности, описани в ТЗ на "АЕЦ Козлодуй" и техническото предложение, представено в Раздел I от настоящата оферта е представена като ценови интервал: EUR 8,700,000 – EUR 9,500,000 (между 8 милиона и седемстотин хиляди евро и девет милиона и петстотин хиляди евро).

Предложената цена не включва 20% ДДС.

В таблицата по-долу е представена разбивка на индикативното ценово предложение:

Описание на отделните части от техническата оферта	Минимален ценови праг	Максимален ценови праг
A. Доставка на оборудване	€4,833,738	€5,278,238
B. Софтуерно осигуряване		
C. Строително-монтажни дейности на площадката	€771,675	€842,636
D. Инженерни дейности [Работен проект]	€1,235,256	€1,348,816
D. Инженерни дейности [Авторски надзор]	€32,643	€35,645
D. Инженерни дейности: - Разработка и валидиране на приложен софтуер - Заводски изпитания и квалификация на оборудване - Пуско-наладъчни дейности - Обучение на персонал на Възложителя	€1,826,688	€1,994,666
ОБЩА ЦЕНА	€8,700,000	€9,500,000

III. УТОЧНЕНИЯ КЪМ ПРЕДСТАВЕНОТО ЦЕНОВО ПРЕДЛОЖЕНИЕ

Представеното ценово предложение е разработено въз основа на следните уточнения и направени предположения:

- 1) Ценовото предложение не включва разходи за гаранция за добро изпълнение и/или банкова гаранция
- 2) Условия на доставката: Посочените цени са при условия на доставка DAP АЕЦ Козлодуй (съгласно INCOTERMS 2010)
- 3) Производител на основното оборудване е Mirion Technologies
- 4) Гаранционният срок на оборудването е 24 (двадесет и четири) месеца от датата на въвеждане в крайна експлоатация, но не повече от 36 месеца от датата на доставка в склад на АЕЦ "Козлодуй"
- 5) Уестингхаус може да поеме ангажимент за доставка на резервни части до 10 (десет) години от въвеждане на системата в крайна експлоатация
- 6) Ценовото предложение предполага договорът за възлагане на представения обем да бъде подписан до 31 октомври, 2020 година и да бъде изпълнен през периода 2021-2023 година с крайната начална дата 1 януари, 2021 година [2 месеца са предвидени за разработване на първоначалния пакет документи, необходими за сключване на договора и получаване на протокол за проверка на документите от Дирекция "БНК" на АЕЦ "Козлодуй"]
- 7) Ценовото предложение за отделните части от обхвата на проекта е валидно само ако същите са възложени като един, интегриран договор
- 8) Ценовото предложение не включва дейности, свързани с лицензиране на системата. Приема се, че всички необходими за лицензиране на системата дейности ще са в обхвата на "АЕЦ Козлодуй" и ще се извършват въз основа на предадената проектна документация
- 9) Ценовото предложение не включва доставка на резервни части

IV. ПРЕДВАРИТЕЛЕН ГРАФИК НА ПРОЕКТА

Предварителният график предвижда изпълнение на договора в срок от 36 (тридесет и шест месеца) месеца от сключване на дейностите по изпълнение на договора. Графикът предполага монтажните дейности на площадката на АЕЦ "Козлодуй" да бъдат изпълнени през 2022 година. По-долу са посочени основните етапи в графика на проекта:

- Срок за проектиране [одобрен от АЕЦ "Козлодуй" работен проект] – 12 (дванадесет) месеца
- Срок за производство, завършване на заводски изпитания и доставка на оборудване в склад на АЕЦ "Козлодуй" – 14 (четирнадесет) месеца след одобрение на Работен проект
- Срок за завършване на дейностите на площадката на АЕЦ "Козлодуй" – 8 (осем) месеца след доставка на оборудването в склад на АЕЦ "Козлодуй":
 - a. Водеща система – 5 ЕБ (включва и монтаж на нови съвърви)
 - b. Следваща система – СК-3
 - c. Крайна система – 6 ЕБ
- Одобрение на екзекутивна документация – 2 месеца след въвеждане на крайната система в крайна експлоатация.

V. ВАЛИДНОСТ НА ОФЕРТАТА

Настоящото ценово предложение е валидно до 30 юли 2020 година.

VI. ОБЩИ УСЛОВИЯ

Настоящата оферта е валидна при прилагане на стандартните общи условия на Уестингхаус Електрик Къмпани, приложени към настоящата оферта (Приложение 1).

VII. ОСИГУРЯВАНЕ НА КАЧЕСТВОТО

Уестингхаус ще предостави услугите, предмет на настоящата оферта съгласно Системата за управление на качеството на Westinghouse Electric Company. Тази система отговаря на изискванията, свързани с управление и осигуряване на качеството на агенцията за ядрено регулиране на САЩ, както и на изискванията на стандарт 10CFR50, Приложение В и стандарт ISO 9001.

VIII. ЕКСПОРТЕН КОНТРОЛ (НА АНГЛИЙСКИ ЕЗИК)

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IX. КОНФИДЕНЦИАЛНА ИНФОРМАЦИЯ (НА АНГЛИЙСКИ ЕЗИК)

This budgetary offer, any financial or other supporting information submitted in connection therewith, and any subsequent communications relating to this budgetary offer are the property of, and contain information which is proprietary and confidential to, Westinghouse Electric Company LLC, and may be used only for purposes of budgetary offer evaluation. Accordingly, do not publish, reproduce (in hard copy or electronic format), transmit, or disclose to any other person, company or third party outside your organization any information contained in or submitted in support of this budgetary offer without the prior written consent of Westinghouse.

By reading the information provided as part of this budgetary offer, you acknowledge and agree that such information is proprietary and confidential to Westinghouse, all disclosures shall be subject to applicable export control laws, and that you will maintain such information in secrecy and confidence. If you do not agree with the prior statements, you must refrain from reading the information provided herein and you must return all information to Westinghouse immediately.

В заключение, искам да изразя нашето искрено удовлетворение, ако сме успели да Ви съдействаме в този важен проект. Ако имате въпроси, отнасящи се към настоящата оферта или към допълнителни дейности, моля не се колебайте да се свържете с мен.

Заличено на основание

С уважение ЗЗЛД

Иван Пиро

Управител,

Уестингхаус Енерджи Систъмс ООД – клон България

Приложение 1: Форма 58235M със стандартните условия на Westinghouse Electric Company LLC
(8 страници)

FORM 58235M (Aug2018)

WESTINGHOUSE PROPRIETARY CLASS 2

**WESTINGHOUSE ELECTRIC COMPANY LLC
TERMS AND CONDITIONS OF SALE
FOR NON-U.S.A. TRANSACTIONS**

The terms and conditions set forth herein by Westinghouse Electric Company LLC (hereinafter "Westinghouse") are exclusive for equipment, spare parts, training materials, services, training, or software furnished hereunder. Return of a purchase order or other acceptance communicated to Westinghouse during the Westinghouse offer validity period will be sufficient to execute this agreement (hereinafter "Agreement"). Any additional or different terms and conditions submitted by purchaser (hereinafter "Purchaser") to Westinghouse in such purchase order or acceptance shall be deemed objected to by Westinghouse and shall be of no effect nor in any circumstance binding upon Westinghouse unless accepted by Westinghouse in writing.

1. WARRANTIES - Westinghouse warrants that equipment, spare parts and training materials will be free of defects in materials, workmanship and title; that services, training and cyber security consulting services will reflect competent professional knowledge and judgment; and software will be free from errors which materially affect its utility as stated in the technical specification.

The warranty period for equipment and services shall expire 24 months from the date of delivery of the equipment or performance of the services. The warranty period for spare parts and software shall expire 12 months from the date of delivery. The warranty period for training materials and training shall expire 6 months from the date of delivery of the training material or performance of the training. The warranty period for cyber security consulting services shall expire upon completion of the services. If Westinghouse has installed or provided on-site technical assistance with respect to the equipment, the warranty period shall expire 24 months from the date of completion of installation or 27 months from the date of delivery, whichever occurs first; if Westinghouse has installed or provided on-site technical assistance with respect to spare parts or software, the warranty period shall expire 12 months from the date of completion of installation or 18 months from the date of delivery, whichever occurs first. The foregoing warranty period will be appropriately shorter for those items (such as, but not limited to, consumables, seals, gaskets, and valve packings) which by normal industry practices have a shorter warranty period. Third party equipment or software shall be warranted on a pass through basis in the same manner and for the same period and extent provided by the original equipment/software manufacturer. The software warranty does not apply to software modified by or for Purchaser.

Nonconformities for which notification in writing within the warranty period is provided to Westinghouse by Purchaser shall be corrected by Westinghouse, at its option, by any of the following methods: in the case of equipment, spare parts or training material, repair or replacement of defective part(s); in the case of services or training, reperformance of the nonconforming portion of the services or training; in the case of cyber security consulting services, replacement of the personnel providing services; in the case of software, correction, in the medium originally supplied, or provision of a procedure to correct the operating effect of material errors; or, in the case of title, defense against claims of title defects; or, if such remedies are impracticable, Westinghouse may refund the purchase price for nonconforming equipment, spare parts, training material, services, training, or software, or provide another commercially reasonable alternative remedy. The warranty period for any remedied item shall be for the remaining period of the original warranty for such item. Any deliverable provided with the cyber security consulting services is provided on an "as-is" basis and Westinghouse disclaims all warranties, whether statutory, express or implied. Westinghouse neither warrants nor represents the results to be obtained from the application of the deliverable or other information or recommendations provided during the performance of the cyber security consulting services. In addition, Westinghouse does not warrant or represent that Purchaser's computer, computer systems, computer network or computer data will be made completely secure. Purchaser is solely responsible for implementing and monitoring appropriate operational and security procedures and policies.

Any warranty is conditioned upon proper handling and Purchaser providing decontamination and access (including disassembly, removal, replacement, reassembly and reinstallation of any equipment, material, or structures) to the extent necessary for Westinghouse to fulfill its warranty obligations.

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Westinghouse does not warrant nor represent shelf life for spare parts, or that completion of the training or the use of the training material will necessarily result in the successful qualification, licensing or performance of trainees, or that the execution of any software shall be uninterrupted or error free or that its function and features will be usable in any of Purchaser's particular combinations or sequences.

The warranties set forth herein are exclusive and in lieu of all other warranties whether statutory, express or implied (including all warranties of merchantability and fitness for purpose and all warranties arising from course of dealing or usage of trade). The remedies set forth, for the time and in the manner provided above, shall be Purchaser's exclusive remedies for defective or nonconforming work, whether claims are based in contract, in tort (including negligence or strict liability), or otherwise.

2. INTELLECTUAL PROPERTY - Westinghouse shall defend, or at its option settle, any action brought against Purchaser to the extent based on a claim that any item furnished by it infringes any U.S. patent or copyright and, if notified promptly in writing and given authority and assistance for the defense of same, Westinghouse shall pay the damages and costs awarded therein against Purchaser. If a claim of infringement is made, Westinghouse may, or if the use of the item is enjoined, Westinghouse shall, at its expense and option, either: a) procure for Purchaser the right to continue using it; b) replace it with a non-infringing item; c) modify it so it becomes non-infringing; or d) remove it and refund the purchase price. These provisions do not apply if the item is furnished in accordance with designs supplied by Purchaser or to the extent any item furnished hereunder is modified or combined by Purchaser or others with items not furnished hereunder. If a suit or proceeding is brought against Westinghouse arising out of such design, modification or combination, then Purchaser shall protect Westinghouse to the same extent that Westinghouse has agreed to protect Purchaser herein. As an express condition precedent to Westinghouse's indemnification obligations hereunder, Purchaser agrees to: 1) promptly notify Westinghouse in writing of any claim, whether made or threatened; 2) give Westinghouse the sole authority to defend, compromise or settle the claim; and 3) provide to Westinghouse, at Westinghouse's reasonable cost, all available information and assistance regarding such claim in a timely manner. Westinghouse will not be responsible or liable for any costs, damages, fees, settlement of such suit or proceeding which is incurred or made without Westinghouse's prior written consent. Except as otherwise agreed to in writing by the parties, Westinghouse shall own all right, title, and interest, in and to all tangible and intangible results and items arising in the course of performing or constituting the results of the work, including, without limitation, all ideas, inventions, know-how, documentation and data, and all intellectual property rights therein, including, without limitation, all current and future worldwide patents and other patent rights, utility models, copyrights, mask work rights, trade secrets, and all applications and registrations with respect to any of the foregoing. Westinghouse shall have the exclusive right to apply for or register patents, mask work rights, copyrights, and such other proprietary protections as it wishes. **THIS IS AN EXCLUSIVE STATEMENT RELATING TO INTELLECTUAL PROPERTY RIGHTS AND ALL THE REMEDIES OF PURCHASER RELATING TO INFRINGEMENT.**

3. OWNERSHIP - Except as otherwise agreed to in writing by the parties, Westinghouse shall own all right, title, and interest in and to all tangible and intangible results and items arising in the course of performing or constituting the results of the work, including, without limitation, all ideas, inventions, know-how, documentation and data, and all intellectual property rights therein, including, without limitation, all current and future worldwide patents and other patent rights, utility models, copyrights, mask work rights, trade secrets, and all applications and registrations with respect to any of the foregoing. Purchaser hereby assigns to Westinghouse all right, title and interest that Purchaser may have in and to all such tangible and intangible results and items. Westinghouse shall have the exclusive right to apply for or register patents, mask work rights, copyrights, and such other proprietary protections as it wishes. Purchaser shall assist Westinghouse or its designee, at Westinghouse's expense, in any reasonable manner determined by Westinghouse to secure all of Westinghouse's worldwide perpetual ownership of rights, title and interest in and to all such tangible and intangible results and items.

4. SOFTWARE LICENSE - Unless otherwise set forth pursuant to the terms of a separate Westinghouse Software Licensing Agreement, Purchaser or Purchaser's customer, if Purchaser is not the facility owner/ operator, Westinghouse grants to

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Purchaser a nonexclusive, nontransferable license, without sublicensing rights, to utilize the Westinghouse application software furnished hereunder. Such license is limited to Purchaser's internal use at or for the unit with which such software is incorporated. All title and ownership of such software, including, without limitation, the copyright to such software, shall remain exclusively with Westinghouse or its suppliers. Purchaser may make a reasonable number of backup copies of such software for evaluation, installation, and maintenance. Third party software provided by Westinghouse may be subject to a separate license agreement and/or registration requirements and limitations on copying and use, which, if applicable, is incorporated herein by reference.

5. REVERSE ENGINEERING - Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in-whole or in-part: i) the logic or coherence of any software licensed hereunder, or ii) the logic flow, circuit design and layout, or organization of components of any circuit board sold hereunder, or iii) any other hardware, equipment, spare parts, components or products sold hereunder.

6. PROPRIETARY INFORMATION - Specifications, drawings, data, software, know-how and other information transmitted by Westinghouse to Purchaser in connection with Westinghouse's offer and any resulting sale are the property of Westinghouse or its suppliers. Information marked proprietary shall be disclosed in confidence on a need to know basis on the condition that it is not to be reproduced or copied, recorded by video or audio, in-whole or in-part, or used for any other purpose than the purpose for which it is provided and shall not be disclosed to third parties without the prior written permission of Westinghouse. Nothing herein shall apply to any information which is: a) now generally known or readily available to the trade or public or which becomes so known or readily available through no act or fault of Purchaser or any third party; or b) rightfully possessed by Purchaser without restriction; or c) acquired from a third party without restriction, provided that Purchaser does not know, or have reason to know, or is not informed subsequent to disclosure by such third party and prior to disclosure by Purchaser that such information was acquired under an obligation of confidentiality, or d) disclosed pursuant to governmental or judicial requirement, provided however that Purchaser shall promptly provide Westinghouse with written notice of any request by a governmental or judicial authority in advance of Purchaser's compliance with such order so as to afford Westinghouse the opportunity to revise the information to minimize the disclosure of proprietary information or to allow Westinghouse to take such other action Westinghouse deems appropriate in order to oppose or prevent such disclosure. Any disclosure of Westinghouse Proprietary Information to Purchaser's customer shall be subject to similar confidentiality provisions as described herein.

7. DELIVERY, TITLE AND RISK OF LOSS - Delivery shall be per DAP (named place of destination) Incoterms 2010, with the exception that Westinghouse will provide and bear costs of warehouse-to-warehouse cargo insurance, unless otherwise noted in the Westinghouse offer letter. Title and risk of loss shall pass to Purchaser upon delivery. Purchaser shall promptly unpack and inspect any shipment. If there is any apparent damage, Purchaser shall retain the packing and shipping container and immediately notify the carrier and Westinghouse and wait for further instructions, taking necessary steps to protect the shipment from further damage. Purchaser shall pay storage costs for any equipment for which the shipment date cannot be made for causes not attributable to Westinghouse or its suppliers, and Delivery shall be deemed to have occurred.

8. PAYMENTS - Payments shall be based on milestones or other invoicing frequency defined in the Westinghouse offer letter. Invoices are due and payable net thirty (30) days from the date of each invoice, to be made by wire transfer for the account of Westinghouse Electric Company LLC per the instructions in the invoice. Purchaser shall establish in favor of Westinghouse within thirty (30) days of the time the parties enter into an agreement an irrevocable letter of credit for an amount equal to one hundred percent (100%) of the quoted price plus, estimated price adjustment, where applicable. The letter of credit form and content shall be satisfactory to Westinghouse, shall be confirmed by a U.S. bank acceptable to Westinghouse, shall remain in full force and effect until all payments due under the agreement have been made, and shall provide for payment of termination charges, where applicable. Westinghouse shall have no obligation to perform in any manner pursuant to any agreement until such letter of credit has been established. All expenses incurred in connection with the establishment and operation of the letter of credit, as well as any other bank charges incurred in making payments to Westinghouse, shall be for the account of Purchaser.

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9. DELAYED PAYMENTS - Any past due amounts shall bear interest at a floating rate equivalent to one twelfth (1/12) of the per annum prime rate charged by BMO Harris Bank N.A., Chicago IL, United States (hereinafter "U.S."), as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%) payable each month or portion thereof that payment is delayed. If payments are not made when due, Westinghouse may, upon fifteen (15) days written notice, suspend all further work hereunder. Upon payment, the work will be resumed upon a mutually agreed schedule. If there exists a good faith dispute over the amounts to be paid, Purchaser shall pay the undisputed amount, but the disputed portion may be held in abeyance until resolution of the matter, with that portion ultimately determined to be due from Purchaser to Westinghouse, together with the interest charge specified above, due thirty (30) days after said resolution.

10. TAXES - The price includes such taxes as payroll taxes, unemployment taxes and Social Security taxes for employees of Westinghouse, and Westinghouse will assume the payment of all taxes, duties, tariffs or fees imposed by any tax authority in the U.S. All non-U.S. taxes of any nature now or hereafter applicable in any manner to this transaction shall be Purchaser's obligation. Notwithstanding anything to the contrary herein, Westinghouse shall have no obligation to provide any certification of origination or similar document for purposes of eligibility for preferential tariff treatment under any free trade agreement, customs union or similar international agreement. Purchaser agrees to reimburse Westinghouse for any such non-U.S. taxes which Westinghouse is required to pay upon submission of Westinghouse's invoice. Notwithstanding the foregoing, if possible, Purchaser will obtain from its appropriate governmental agency, on behalf of Westinghouse, its suppliers, and their respective employees, a valid exemption from any such non-U.S. taxes.

11. EXCUSABLE FAILURE OR DELAY - Westinghouse will not be liable and/or in default for failure or delay in performance of any of its or its suppliers' obligations under this Agreement resulting directly or indirectly from any cause beyond its or its suppliers' reasonable control and not the result of its negligence or other fault, the act or failure to act of Purchaser, Purchaser's customer or Purchaser's other contractors; any fire, flood, earthquake, pestilence, hurricane, volcanic eruption, other natural disaster; unusually severe weather; any act of God; the act or failure to act or delay of any governmental authority, including without limitation any denial, delay, condition, suspension or termination of any export license or authorization deemed necessary by Westinghouse for its performance hereunder; any existing or future law, regulation, decree, ruling, treaty, or other act with binding legal authority; accidents or disruptions such as war (declared or undeclared), riot, terrorism or the threat of terrorism, revolution, insurrection, and civil disturbance; sabotage; nuclear incidents; epidemics; strike, labor dispute or other labor disruption; embargo; major equipment breakdown; lack or failure of transportation facilities; shortage of suitable parts, materials, or labor; inability to secure fuel, materials, supplies, equipment, or power at commercially reasonable prices or in sufficient amounts; failure or delay in obtaining necessary manufacturing facilities, labor or materials from its usual sources or suppliers. In the event of such delay, Westinghouse's and/or its suppliers' time for performance/delivery will be extended by a period of time reasonably necessary to overcome the effect of the delay, and Westinghouse shall also be entitled to an equitable adjustment for costs (and profits) reasonably and necessarily incurred to overcome the effects of such delay. In addition, Westinghouse will not be liable for any contingency or event, foreseeable or unforeseeable, beyond its reasonable control that has a material effect on the agreed exchange recorded in this Agreement. Westinghouse will not be liable if performance has been made impracticable by the occurrence of any such contingency, such contingency not being anticipated when the Agreement was made.

12. CHANGES - Purchaser may request, or governmental laws and regulations may require, changes in the scope of work or in the implementation/performance of the work. The price, schedule and other pertinent provisions of this Agreement shall be adjusted by written agreement of the parties prior to implementation of any change. Westinghouse shall not be required to make a change that involves a fundamental change in the underlying nature of the products of its suppliers. Any expenses of Westinghouse or its suppliers due to (i) excusable delays; (ii) changes in laws and requirements after the date of any agreement entered into pursuant to these terms and conditions; and/or (iii) any change in scope including but not limited to additional inspections or tests required by Purchaser beyond those required by the technical specification, will be treated as a change to the scope of work. For any such changes or suspension of the work, Westinghouse shall be entitled to its reasonably incurred additional costs (and profits) due thereto or as mutually agreed by the parties.

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13. LICENSES, PERMITS AND AUTHORIZATIONS - Purchaser shall be responsible for all dealings with any governmental authority. This shall include obtaining, maintaining and paying for all licenses, permits and authorizations for the items furnished under this Agreement, except as otherwise specifically provided in the offer. The obligation of Purchaser to pay for the items shall not in any manner be waived by the delay or failure to secure or renew or by the cancellation of any required licenses, permits and authorizations.

14. COMPLIANCE WITH ANTI-BRIBERY/ ANTI-CORRUPTION, EXPORT CONTROL COMPETITION & ANTITRUST LAWS

- A. In the performance of the work, the Purchaser shall comply with all applicable anti-bribery and anti-corruption, export control, and competition and anti-trust laws, including, but not limited to:
1. **Compliance with Anti-Bribery and Anti-Corruption Laws-** The Purchaser and its directors, officers and employees shall comply with and will take all necessary measures to ensure that their subcontractors, agents or other approved third parties subject to their control or determining influence, will comply with all applicable laws and regulations relating to anti-bribery, anti-corruption, fraud, kickbacks, or other similar anti-corruption law or regulation of the U.S., the U.K., the E.U., and any other relevant country, including but not limited to the Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. The Purchaser and its directors, officers and employees shall not offer, promise, give, or authorize someone to give anything of value, either directly or indirectly, to any officer or employee of any government, or any department or agency thereof (including government owned or controlled commercial enterprises), or to any political party or candidate for political office, any official of a public international agency or any person acting in an official capacity for any of the foregoing, or to a person related to or acting on behalf of the foregoing, or to any other person for the purpose of securing any improper advantage. The Purchaser and its directors, officers and employees shall not request, receive, accept, or agree to accept or receive anything of value from any person.
 2. **Compliance with Export Control Laws-** The parties agree not to disclose, transfer, export, or re-export, directly or indirectly, any and all of the disclosing party's furnished items, including but not limited to proprietary information, technology, materials, equipment, spare parts, services, deliverables, training, training materials, software and other export controlled items furnished hereunder, or any direct products or technology resulting therefrom ("Export Controlled Items") to any country, natural person or entity, except in accordance with applicable export control laws, specifically the U.S., the E.U. (including the European Community, EC 428/2009), and other applicable government export control laws and regulations ("Applicable Export Laws"). To assure compliance with the Applicable Export Laws of the United States Government, specifically the U.S. Department of Energy export regulations of nuclear technology under 10 C.F.R Part 810 (U.S. Code of Federal Regulations), the Nuclear Regulatory Commission export regulations under 10 C.F.R. Part 110, the U.S. Department of Commerce export regulations of commercial or dual use items under 15 C.F.R. 730 et seq., and the U.S. Department of Treasury's sanctions programs and sanctions lists, the receiving party shall not disclose, transfer, export, or re-export, directly or indirectly, any Export Controlled Item it receives hereunder without the prior written permission of the disclosing party, which may be contingent on additional United States Government and other applicable government approvals. The receiving party represents and warrants that (i) neither the receiving party nor its personnel (including its employees, contractors, officers, directors and principal owners) are currently included in any published lists maintained by the governments of the U.S., E.U. and other countries of persons and entities whose export or import privileges have been denied or restricted, (ii) the receiving party will not use the Export Controlled

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Items in any activity prohibited by 15 C.F.R Part 744, including without limitation nuclear, chemical, or biological weapons proliferation activities, and (iii) the receiving party will not disclose Export Controlled Items to any countries for which the U.S., the E.U. and other applicable governments and international organizations maintain an embargo or to citizens or residents thereof if prohibited by such embargo. The receiving party shall fully comply with all such Applicable Export Laws with regards to the Export Controlled Items it receives hereunder and shall cooperate in good faith with the reasonable requests of the disclosing party made for purposes of its compliance with such laws and regulations. Notwithstanding any other provisions in this Agreement, the obligations set forth in this Article shall survive so long as the relevant Applicable Export Laws are in effect.

3. **Compliance with Anti-Boycott, Unfair Competition and Antitrust Laws-** The Purchaser and its directors, officers and employees shall comply with and will take all necessary measures to ensure that their subcontractors, agents or other approved third parties subject to their control or determining influence will comply with all applicable laws and regulations that are designed or intended to prohibit, restrict or regulate actions having the purpose or restraint of trade effect, of monopolization, or lessening competition, or any similar law or regulation of the U.S., the U.K., the E.U., and any other relevant country, including but not limited to the Sherman Act, the Clayton Act, the Federal Trade Commission Act, the U.K.'s Competition Act of 1998 and Enterprise Act of 2002, Article 101 and 102 of the E.U.'s Treaty on the Functioning of the European Union. The Purchaser and its directors, officers and employees shall not, either directly or indirectly, engage in any activity designed to provide or gain an unfair competitive advantage, engage in an illegal boycott, restrict or regulate freedom of trade, engage in illegal monopolization or price-fixing arrangements, or in any way design, facilitate, or participate in any unfair trade practices or boycotts.

- B. **Compliance with Laws Indemnity-** The Purchaser represents that it shall comply with all applicable laws of the U.S., the U.K., the E.U., and any other relevant country, including, but not limited to, anti-bribery and anti-corruption, export control, anti-boycott, unfair competition, and antitrust laws and regulations. The Purchaser shall support Westinghouse's activities to comply with all laws of all jurisdictions where it does business. The Purchaser shall indemnify Westinghouse against any liability, damage or expense (including defense costs) which Westinghouse may incur (whether based on negligence or any other cause whatsoever) arising out of or resulting from The Purchaser breach of this clause.

15. WASTE - Purchaser hereby retains all right, title and interest in, and full and unqualified responsibility and liability for all waste, including but not limited to radioactive, hazardous and other waste (hereinafter "Waste") resulting from the services to be performed by Westinghouse hereunder. Purchaser shall be identified as the generator of such Waste and shall have the ultimate responsibility for the transportation and disposal of all such Waste. Any commitment of Westinghouse stated in its offer to assist Purchaser by contracting for the transportation and disposal of the Waste resulting from the services shall be undertaken solely on behalf of Purchaser and under no circumstances shall Westinghouse be considered to be the generator of such Waste. Purchaser shall be identified as the generator of such Waste on all shipping documents and Waste disposal and/or transportation manifests. Purchaser shall release Westinghouse from and indemnify, hold harmless and defend Westinghouse and its affiliates, and their officers, directors, employees and agents from and against any and all loss, liability, including but not limited to liability for response costs, cleanup costs or similar costs under any federal or state statute, damage or injury to property, pollution or environmental contamination, personal illness, injury or death, fines, penalties, costs, claims demands and expenses (including costs of settlement and reasonable attorney's fees) ("hereinafter Losses") which may be caused by, arise out of, or in any manner be connected with the transportation and disposal of the Waste resulting from the services, including but not limited to any

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Losses based upon statute, regulation, strict liability, or Purchaser's violation of any law, rules, regulations, or orders or the negligence or willful acts or omissions of Purchaser agents, servants, contractors, or employees.

16. NUCLEAR PROVISIONS (FOR NUCLEAR APPLICATIONS) - Purchaser shall indemnify Westinghouse against any liability or expense (including defense costs) which Westinghouse may incur to any person or entity, (whether based on negligence or any other cause whatsoever) for injury, death or property damage, including loss, loss of use, or damage, whether on-Site or off-Site, arising out of or resulting from a Nuclear Incident. Purchaser waives and will furnish written evidence that its insurers waive all rights of recourse and subrogation against Westinghouse for any injury, loss, damage, or loss of use of Purchaser's property or equipment wherever located, arising out of or resulting from a Nuclear Incident. If Purchaser is not the installation owner or operator, then Purchaser will cause the installation owner and/or operator to waive and furnish written evidence that their insurers waive all rights of recourse and subrogation against Westinghouse, for all such injury, death or property damage liability, and for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard. All such waivers shall be in a form acceptable to Westinghouse. Purchaser shall maintain or cause the installation owner and/or operator to maintain in force nuclear liability and all forms of property damage insurance, satisfactory to Westinghouse. Such insurance shall either name Westinghouse as an additional named insured or provide that Westinghouse shall be protected as its interests may appear. Purchaser shall furnish evidence that Westinghouse is fully protected against liability for a Nuclear Incident by national legislation in Purchaser's country and any required insurance or other equivalent financial protection. Westinghouse shall not be obligated to deliver the equipment or software and/or perform services until the insurance, indemnities, and waivers hereunder have been obtained and are legally operative in Westinghouse's favor, and such national legislation is in force. The protection afforded by the provisions of this Article shall be in effect until the nuclear installation is permanently decommissioned. In no event shall Westinghouse be considered, or Purchaser deems or represents Westinghouse as, the operator of a nuclear installation. Purchaser shall or shall cause installation owner and/or operator to take such steps as are necessary to assure that the installation owner and/or operator is designated by the appropriate governmental authorities of Purchaser's country as the operator of the nuclear installation. Purchaser shall, without cost to Westinghouse, perform any required health physics and decontamination to the extent necessary for Westinghouse to perform its contractual obligations. "Westinghouse" shall include its subsidiaries and affiliated companies, their employees, and suppliers of any tier thereof and their employees. Nuclear Incident, hazardous properties of source(s), special nuclear and by-product material shall have those meanings no less broad than those assigned to them by the U.S. Atomic Energy Act of 1954, as amended. This article shall prevail over any conflicting or inconsistent provisions in this Agreement.

17. TRANSFER - Except as otherwise provided herein, Purchaser may transfer any item serviced or furnished hereunder, provided that, prior to the transfer, Purchaser shall obtain for Westinghouse written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded Westinghouse and its suppliers hereunder. Transfer contrary to this shall make Purchaser the indemnitor of Westinghouse and its suppliers against any liabilities incurred in excess of those that would have been incurred had no such transfer taken place.

18. LIMITATION OF LIABILITY - The remedies set forth herein are exclusive and under no theory of recovery, whether based in contract, in tort (including negligence and strict liability), under warranty, or otherwise, will either Westinghouse or its suppliers of any tier be liable for: (A) any indirect, incidental, special or consequential damage whatsoever; loss of profits or revenue; increased costs of any kind, including but not limited to capital cost, fuel cost and cost of purchased or replacement power; or claims of customers of Purchaser; and (B) an aggregate liability exceeding the total price paid to Westinghouse under this Agreement.

Westinghouse's liability for non-nuclear damage to Purchaser's property shall accrue to the above aggregate limitation of liability, and shall be further limited to the extent of its negligence, and shall in no event exceed the lesser of Purchaser's insurance deductible or one million US dollars. Purchaser waives any rights to recover for damage to its property from

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FORM 58235M (Aug2018)

WESTINGHOUSE PROPRIETARY CLASS 2

Westinghouse above such amount, including rights of subrogation, whether claims are brought in contract, tort (including for negligence and strict liability) or otherwise. This article shall prevail over any conflicting or inconsistent provisions in this Agreement.

19. SET OFFS - Purchaser shall not have the right to set off the amount of any claim against Westinghouse arising out of any transaction or occurrence not connected with the performance or breach of this Agreement against any liability or payment due and owing to Westinghouse under this Agreement.

20. ASSIGNMENT - Neither Party shall have the power to assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void, provided, however, Westinghouse may assign this Agreement or any portion thereof to an entity in which Westinghouse holds a majority or controlling interest or which holds a majority or controlling interest in Westinghouse or which is majority held or controlled by the same parent entity.

21. DISPUTE RESOLUTION/ARBITRATION - In the event of a dispute arising out of or related to this Agreement, either party may initiate the procedures set forth in this section by sending written notice of a dispute to the other party ("Notice of Dispute"). The parties shall use all commercially reasonable efforts to resolve disputes which may, including discussions between senior level management representatives of each party. If no such resolution is reached within sixty (60) days after either party receives a Notice of Dispute, then upon written notice to the other party, either party may initiate mediation of the dispute in accordance with the American Arbitration Association ("AAA") commercial mediation procedures, as may be amended by the AAA. Both parties shall participate in good faith and the costs of the mediator shall be shared equally by the parties. If the dispute is not resolved by a mediation session, or if the parties agree to forego mediation, either party may pursue its rights hereunder in a court of law and equity. The parties agree to the exclusive jurisdiction of the United States District Court for the Western District of Pennsylvania, or if such court does not have jurisdiction of the matter, the courts of the Commonwealth of Pennsylvania located in Allegheny County, Pennsylvania, for any and all legal proceedings that may be brought by a party arising out of or related to this Agreement, including the resolution of disputes concerning the ownership of, the unauthorized use of or the unauthorized disclosure of a party's intellectual property. By execution and delivery of this Agreement, each party accepts, generally and unconditionally, the jurisdiction of the aforesaid court for legal proceedings arising out of or in connection with this Agreement. Each party hereby waives any right to stay or dismiss any action or proceeding under or in connection with this Agreement brought before the foregoing court on the basis of forum non conveniens or improper venue. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT. Purchaser acknowledges the value to Westinghouse of its intellectual property, software, and proprietary/confidential Information and agrees that irreparable harm may result to Westinghouse in the event of a breach of the subject Articles of this Agreement for which money damages alone may be an inadequate remedy. In such event, Westinghouse shall have the right to revoke and terminate this Agreement and also shall have the right to seek a restraining order or other appropriate injunctive or equitable relief.

22. GOVERNING LAW - This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its provisions for choice of laws or conflicts of laws, and shall not be governed by the United Nations Convention for the International Sale of Goods.

23. SURVIVAL - The Intellectual Property, Software License, No Reverse Engineering, Proprietary Information, Government Requirements, Waste, Nuclear Provisions, Transfer, Limitation of Liability, and End User License Agreement (if applicable), shall survive the satisfaction, termination, expiration or cancellation of this Agreement or the purchase order to which these terms and conditions apply. No amendment, modification or alteration of these terms and conditions shall be binding unless the same shall be in writing and duly executed by the parties. If any term or condition is under any circumstances deemed invalid, the remaining terms and conditions shall be construed with the invalid provision(s) deleted.

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