



GNS Gesellschaft für Nuklear-Service mbH · Postfach 10 12 53 · DE-45012 Essen

Kozloduy NPP Plc
Ms. Svetlana Georgieva
Head of Marketing Section
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3321 Kozloduy
BULGARIA

Your Ref.:

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Date: 2021-01-29

Price quotation for the delivery of seal rings for CONSTOR® 440/84-cask

Dear Ms. Georgieva,

We thank you very much for your inquiry by e-mail of 20th January 2021 and we hereby submit to you the following price quotation:

1 Scope of Supply by GNS

Delivery of sixteen sets of seal rings for the CONSTOR® 440/84 casks placed at Kozloduy NPP containing the following items:

- **Item No 45 – 16 pcs. seal rings – 1720 mm +/-24 mm x 10 mm +/-0,33 mm – VMQ 70 ± 10 Shore A 3.1n DIN EN 10204**
(in accordance with parts list no. GNB540.110-001/1, Rev. 4 of cask type CONSTOR® 440/84)

The seals, which we will provide with the delivery are technically compatible and feasible for the intended application. The shelf life of the offered seal rings is 10 years. As the seal rings are not accessible after the final assembly of the loaded cask due to the welding of the cask itself with the seal plate and the secondary lid, the seal rings do not have to be exchanged.

The scope of supply includes the delivery of the seals and their fabrication documentation.

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USt-IdNo. DE 171892160, Tax-No. 111/5714/1234
Chairman of the Supervisory Board: Dr. Guido Knott
Managing Directors:
Georg Büth
Daniel Oehr (Chairman)
Dr.-Ing. Jens Schröder



2 Price

The total price of the above-mentioned scope of supply is:

8,100.-- €

(in words: eight thousand one hundred Euro)

This price includes fabrication, documentation, packaging and delivery DAP Kozloduy NPP according INCOTERMS® 2020. The price does not include value-added tax (VAT).

The above-mentioned price is valid as far as the fulfilment of the contract occurs until 30th June 2021. After this date, GNS is entitled to adapt the price under consideration of the development of the costs. In case of modifications of the scope of supply after placing the order, the price and the delivery time will be adapted correspondingly. In particular, this includes, without being limited to, modifications of the precondition and volume of the order, of the state of the art, of the practice of the authorities or of the legal regulations. In case of modified regulatory requirements which have an influence on the delivery time or costs, GNS may not be in the position to fulfil the conditions of this offer.

3 Delivery Time

Approx. two months after order confirmation by GNS.

4 Terms of Payment

100 % after delivery, payable within 30 days after receipt of invoice.

Should an event connected with a payment be significantly delayed or should not occur for reasons not attributable to GNS, GNS is entitled, deviating from the above-mentioned terms of payment, to make an invoice corresponding to the scope of work completed until then.

5 Acceptance and Transfer of Ownership

Acceptance of all supplies is assumed to take place after delivery unless the supplies show material defects impeding their contractual use. The ownership of the supplies shall be transferred upon full and final payment in accordance with clause 4 of this offer.

6 Liability for Defective Performance

GNS warrants the proper performance of the delivery according to the state of the art as well as to the relevant legal provisions in Germany in force at the date of the execution of the order.



In case of defective performance, GNS will at its own discretion either remedy any reported defect or supply a new item free from defects. The limitation period for claims due to defective performance is one year after acceptance. Any further claims based on liability for defective performance are excluded to the extent permitted by law.

7 Other liability

GNS shall be liable for bodily injury culpably caused by GNS, its employees, agents and subcontractors. GNS shall not be liable - as far as legally admissible - for any loss of or damage to property as well as for further indirect or consequential damages, such as loss of production, loss of profit, cost of capital, claims of customers and the like.

Any further liability of GNS, whether in contract, tort or otherwise, is expressly excluded.

The limitations set forth in this clause shall not apply if the damage has been caused by wilful intent.

Liability of GNS and its subcontractors for damages resulting from a nuclear incident is expressly excluded.

8 Force Majeure

If the performance of this offer or a later order by either party is prevented by any cause arising from or due to circumstances beyond its reasonable control, those circumstances including but not being limited to war, hostile or criminal act, revolution, riot, civil commotion, blockade, embargo, industrial action (including strike) by personnel, lock-out, act or restraint of government or damage by fire, flood, explosion or natural catastrophe, it shall, upon giving notice to the other party, indicating the cause and likely duration of non-performance, be excused, from any liability or failure to fulfil any obligation under this offer or a later order to the extent that such obligation is so prevented, hindered or delayed.

The Parties shall consult as soon as is practicable after receipt of the aforementioned notice with the objective of reaching an agreement on any means by which the cause or consequence of non-performance may be overcome or alleviated, including the payment of any additional costs resulting from the occurrence of an event of Force Majeure and the prolongation of the deadlines set forth in this order.

9 Confidentiality and Intellectual Property

The content of this offer and any documents submitted in connection with it contain proprietary knowledge of GNS and are therefore to be treated confidentially towards third parties, as well as all proprietary notices, documents and experiences which become known in the course of execution of this order. If necessary for the execution of the order, they may only be revealed to third parties which obligate themselves to confidentiality and only after the prior written



consent of GNS. If no order is placed, then any documents submitted in connection with the offer are to be returned to GNS, together with any copies that have been made.

All intellectual property rights concerning the supplies as well as the documents and the proprietary knowledge belong solely to GNS. GNS grants the customer the non-exclusive, royalty free right to use of the documents and the proprietary knowledge only as far as this is essential for the fulfilment of the contract and in order to use the supplies. The customer is not entitled to sub-license or transfer this right to any other party unless it has received the prior written consent of GNS.

10 Contractual Fulfilment

The contractual fulfilment of GNS is subject to the reservation that there are no impediments to fulfilment due to national or international regulations of foreign trade as well as no embargos and/or any other sanctions.

11 Applicable Law

The contract between the Parties is governed by German substantive law with the exception of all conflict of law rules and the United Nations Convention on the International Sale of Goods (CISG).

12 Arbitration

All disputes arising out of or in connection with the contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration e. V. (DIS) without recourse to the ordinary courts of law.

The arbitral tribunal consists of three arbitrators. The language of the arbitration proceedings shall be English. The arbitrators' award shall be in writing in the English language. The place of arbitration shall be Essen, Germany.

13 Miscellaneous

The language of the contract is English.

If any provision hereof is or becomes invalid and/or unenforceable under the applicable law, such provision shall be fully severable and shall have no adverse effect on the validity and enforceability of the remaining parts or provisions of the contract. The Parties shall replace any invalid and/or unenforceable provisions by new provisions which correspond most closely to the economic or commercial effect pursued by the invalid and/or unenforceable provision. The same shall apply in the event that the contract contains any omissions.



Any amendments or supplements of the contract shall only become effective if made in writing and signed by both Parties. The same shall apply for any waiver of this written form requirement.

The Parties agree and acknowledge that during contract negotiation and at the time of its conclusion considerable impairments of public life including but not limited to the supply of goods persist due to the COVID-19 pandemic. Despite this knowledge, neither Party is able to estimate the duration and consequences of the impairments at the time of conclusion of the contract. The Parties expressly agree and acknowledge that despite the knowledge of the pandemic, each Party may claim Force Majeure with regard to the impairment of its performance by COVID-19 to the extent the fulfilment of its contractual obligations are affected and limited by the pandemic. By way of example but not of limitation the Parties are aware that the pandemic may cause delays in the agreed performance dates.

14 Validity

This offer is valid until 30th April 2021.

We hope that the above offer meets with your approval and we would be very glad to receive your order. If you have any further questions or comments, feel free to contact us.

With best regards

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