

## Entity of Atomenergomash JSC

### GANZ Engineering and Energetics Machinery Ltd. (since 1844)

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Ref. № <u>1902</u> /2021 Date: № 1.10. 2021

Subject: Modernisation of fuel handling

machines 5,6PL00E01, type MΠC-B-1000-3M-У 4.2

GANZ Project identification: AJ-048/2021

Referring to your RFQ47689, we are pleased to send you our offer for the requested items as follows.

Stage	Denomination	Price in Euro, VAT	Total price in Euro, VAT
		exc., per one unit	exc., per two unit
1	Development and approval of the detailed design	1 000 000,00	2 000 000,00
2	Supply of required equipment,	4 500 000,00	9 000 000,00
3	Implementation of the detailed design and commissioning of the equipment	1 200 000,00	2 400 000,00
Total value			13 400 000,00

<sup>\*</sup>The price will be recalculated after specifying the requirements.

# Scope of supply

As per Technical requirements for market consultation Item: «Modernisation of fuel handling machines 5,6PL00E01, type M $\Pi$ C-B-1000-3M-Y 4.2».

### Payment terms

40% Advance payment for stages No.1 and 2 under approved dates;

60% - final payment for stage 1 after approval of the detailed design and for stage 2 after delivery of the equipment;

100% for stage 3 after commissioning of the equipment.

## **Delivery**

Stage 1 implementation period – 5 months from the date of submission of input data.

Stage 2 period for procurement of the equipment – 7 months from the date of approval of the Project (Stage 1) at a session of the Expert Technical Council.

Stage 3 implementation period – 1 month as per the relevant unit outage schedule.

Final period for implementation of the activities under this ToR - 13 months per unit.

## Force majeure conditions

We shall be under no liability if performance or contract on our part is prevented or delayed whether in whole or part due to any of the causes beyond our reasonable control including but not limited to war (whether declared or not) invasion act of foreign enemy hostilities act of public enemy act of omission of purchaser acts or orders or embargoes of civil or military authorities, riots, civil commotion, labour disturbances, strikes, lay-off, lock-outs and factory shut-downs at our works or at the works of our suppliers, mutiny rebellion, revolution, sabotages, quarantine restrictions and/or directives of any Central State or Municipal authorities or agencies thereof inability to obtain materials due to import or other statutory restrictions.

## Consequential damages

We close out responsibilities for any consequential damages.

## Packing & forwarding

Our Offer includes packaging charges. The Equipment will be packed in seaworthy packing.

## Warranty

We undertake to replace or repair at our option any parts found defective on our account of defective workmanship or defective material brought to our notice within 18 months from the date of commissioning or 24 months from the date of dispatch whichever is earlier subject to the condition that the equipment is installed, operated and maintained as per the recommendations of the relevant International Standards and the manufacturers. No alterations, additions or repairs are carried out except by us or by our accredited representatives.

### Validity

90 days from the date of this offer.

АЕЦ Вх. № Ф-5764 / 21.10.2021 г.

### **Amendments/ Terminations of contract**

On award of contract, any change in terms of the mutually agreed Purchase Order e.g. variation in quantity change in price or change in any terms and conditions/termination of the contract can be effected only through mutual agreement.

## Legal issues

If at any time any question dispute or difference whatsoever shall arise between the purchaser and us in relation to or any connection with the contract the same will be resolved through amicable settlement as per the Hungarian Law. In case of an unavoidable commercial issues the designated court: Pest Central District Court, Budapest.

## Data of the contact person:

Contact person of technical part- László Páncél, e-mail: <a href="mailto:lpancel@ganz-eem.com">lpancel@ganz-eem.com</a>

Contact person of commercial part – Ivanyuta Oleksiy, e-mail: oivanyuta@ganz-eem.com

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Заличено на основание ЗЗЛД

Yours since

Commercia

Kononov Aleksandr