

Elektrorazpredelenie Yug EAD
37, Christo G. Danov St. BG - 4000 Plovdiv

STEINBACHER ENERGIE GMBH
Hollenstein/Ybbs
3343
Австрия

Value contract

order number / date
4600005163 / 03.09.2019

contact person resp. dept.:
MP Department

Информацията е заличена съгл.
чл. 45 и чл. 59, ал. 1 от ЗЗЛД

supplier data

supplier number:
2006
offer number:
Angebot 2452/Verhandlungen 25.06.2019
basis for order:
art. 41.(1) PPL und Entscheidung
№ 725-EP-18-MP-Д-3/P2 от 16.07.2019
contact person:
Fr. Steinbacher
STEINBACHER ENERGIE GMBH
A-3343 Hollenstein/Ybbs

order data

payment conditions:
within 45 days
billing adress:
Elektrorazpredelenie Yug EAD
Christo G.Danov Str. 37
BG-4000 Plovdiv
place of fulfilment:
Електроразпределение Юг ЕАД
Централен Склад Стара Загора
бул. Славянски, до КЕЦ Загоре
BG-6000 гр.Стара Загора

contract period:
03.09.2019 - 03.09.2021

subject of order:

Доставка на заземителни материали
Lieferung von Erdungsmaterialien

target value in EUR without VAT

525.800,00

item	material	quantity	unit	name	price per unit	net value EUR
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Elektrorazpredelenie Yug EAD

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Elektrorazpredelenie Yug EAD
37, Christo G. Danov St.
BG - 4000 Plovdiv
Tel: + 359 7001 0007
Fax: + 359 32 278 500
e-mail: info@elyug.bg
www.elyug.bg

The company is enlisted in the trade register
of the Companies Registration Agency
Tax ID No (EIK): 115552190
VAT ID No: BG115552190

item	material	quantity	unit	name	price per unit	net value EUR
00010	2703010102	1	kg	SHEET-SHAPED STEEL 40x4mm	1,01 EUR	1,01
00020	2704010101	1	kg	STEEL ROUND GALVANIZED Ø10mm	1,01 EUR	1,01
00030	2705010001	1	items	CLAMP TAPE-ROUND ERTHING	2,50 EUR	2,50
00040	2705010002	1	items	CLAMP ROUND-ROUND EARTHING	2,60 EUR	2,60

Днес, 03.09 2019 г., се сключи настоящият договор между
Heute, den 2019, wurde dieser Vertrag abgeschlossen, zwischen

" ЕЛЕКТРОРАЗПРЕДЕЛЕНИЕ ЮГ" ЕАД, гр. Пловдив, ул. "Христо Г. Данов" №37, вписан в търговския регистър на
Агенцията по вписванията с ЕИК: 115 552 190. ИН по ДДС: BG 115 552 190, представлявано от двама от членовете
на Съвета на директорите: **Информацията е заличена съгл. чл. 45 и чл. 59, ал. 1 от ЗЗЛД**
Изпълнителен член **Информацията е заличена съгл. чл. 45 и чл. 59, ал. 1 от ЗЗЛД** атак възложител,
ELEKTORAZPREDELNIENIE YUG, Plovdiv, Bulgarien, UID-Nummer: ATU17275703, vertreten durch zwei der Mitglieder vom Direktorenrat: Karl
unter der Id.-Nr. 115 552 190. MwSt.-Nr.: BG 115 552 190, vertreten durch zwei der Mitglieder vom Direktorenrat: Karl
Информацията е заличена съгл. чл. 45 и чл. 59, ал. 1 от ЗЗЛД
Gramatikov - Prokurist, nachfolgend AUFTRAGGEBER genannt;

и/und

Steinbacher Energie GmbH, A-3343 Hollenstein/Ybbs, Австрия, Идентификационен номер по ДДС: ATU17275703
предст **Информацията е заличена съгл. чл. 45** наричан по-долу ИЗПЪЛНИТЕЛ.
Steinbacher Energie GmbH, Hollenstein/Ybbs, Österreich, UID-Nummer: ATU17275703, vertreten durch

**Информацията
е заличена
съгл. чл. 45 и
чл. 59, ал. 1 от
ЗЗЛД**

Geschäftsführer, nachfolgend AUFTRAGNEHMER genannt.

**Информаци
ята е
заличена
съгл. чл. 45
и чл. 59, ал.
1 от ЗЗЛД**

ЖИТЕЛЯТ възлага, а ИЗПЪЛНИТЕЛЯТ приема да извърши:

материали за заземяване на електроразпределителната мрежа, по обособени позиции: поз
хоризонтален заземител и позиция 3. Заземителни клеми, съгласно чл.12.(3).3. от настоящия договор.

I. GEGENSTAND

Art.1. Der AUFTRAGGEBER erteilt den Auftrag und der AUFTRAGNEHMER willigt darin ein, Folgendes auszuführen:

Lieferung von Materialien für Erdung des Stromverteilnetzes, nach einzelnen Positionen: Position 2 - Horizontale Erdung und
Position 3: Erdungsklemme, gemäß Art. 12.(3).3. dieses Vertrags.

II. СТОЙНОСТ

Чл.2. Прогнозната стойност на договора възлиза на 525 800,00 (петстотин двадесет и пет хиляди и осемстотин)
евро или равностойността на 1 028 375,41 (един милион двадесет и осем хиляди триста седемдесет и пет 0,41) лева
без включен ДДС.

II. WERT

Art.2. Der Schaetzwert des Vertrags beträgt 525.800,00 (fünfhundertfünfundzwanzigtausendachthundert) Euro oder
umgerechnet 1 028 375,41 (eine Million achtundzwanzigtausenddreihundertfünfundsiebzig 0,41)BGN ohne MwSt.

III. ЦЕНОВИ УСЛОВИЯ

Чл.3.(1). Единичните договорени цени, посочени по - горе без включено ДДС, са твърди за срока на действие на
договора.

(2). Единичните договорени цени включват всички необходими разходи (транспортно-командировъчни, ношувки,
дневни и други) за изпълнение предмета на настоящия договор.

(3). Условия на доставка: DDP адрес, посочен от ВЪЗЛОЖИТЕЛЯ, на територията на република България, съгласно Инкотермс 2010, в съответствие с чл. 9 от настоящия договор.

III. PREISBEDINGUNGEN

Art.3(1). Die vorstehend angegebenen vereinbarten Einzelpreise ohne MwSt. sind Festpreise für die Vertragslaufzeit.

(2). Die vereinbarten Einzelpreise beinhalten alle notwendigen Kosten (Transport- und Dienstreisekosten, Übernachtungskosten, Tagesspesen und sonstige Spesen) zur Erfüllung des Vertragsgegenstandes.

(3). Lieferbedingungen Vom AUFTRAGGEBER angegebene DDP Adresse auf dem Territorium von Republik Bulgarien gemäß Incoterms 2010, entsprechend Art. 9 dieses Vertrags.

IV. СРОКОВЕ

Чл.4.(1). Срокът на действие на настоящия договор е от 03.09.2019 г. до 03.09.2021 г. или до усвояване на стойността съгласно чл. 2, като меродавно е събитието, което настъпи по-рано във времето.

(2). Максимален срок за изпълнение на всяка отделна заявка за доставка по договора е до 30 (тридесет) календарни дни, според договорения капацитет на доставка съгл. чл.11.(9).

(3). Срокът на изпълнение е посочен в двустранно подписаната заявка за доставка.

(4). В случай на забавяне на изпълнението с 10 (десет) или повече календарни дни от посочените в чл.4.(2). и/или чл.4.(3). срокове, ВЪЗЛОЖИТЕЛЯТ е в правото си да откаже доставката на стоката с писмено уведомление, изпратено по един от следните начини: поща, куриер, факс, e-mail.

IV. FRISTEN

Art. 4(1). Dieser Vertrag hat eine Laufzeit vom 03.09.2019 bis zum 03.09.2021 oder bis Aufwendung des Wertes gemäß Art. 2, wobei jenes Ereignis maßgeblich ist, welches zeitlich früher eintritt.

(2). Die maximale Frist für Erfüllung jeder einzelnen Lieferbestellung gemäß diesem Vertrag beträgt bis zu 30 (dreißig) Kalendertage, je nach der vereinbarten Kapazität der Lieferung gemäß Art.11.(9).

(3). Die Erfüllungsfrist ist in der beidseitig unterzeichneten Lieferbestellung angegeben.

(4). Im Falle des Verzugs bei der Erfüllung um 10 (zehn) oder mehr Kalendertage gegenüber die im Art. 4.(2). und/oder Art.4.(3). angegebenen Fristen, ist der AUFTRAGGEBER berechtigt, die Warenlieferung zu widerrufen, anhand einer schriftlichen Mitteilung, abgeschickt auf einem der folgenden Wege: Post, Kurierdienst, Fax, e-mail.

V. НЕУСТОЙКИ

Чл.5.(1). При неспазване на срока за изпълнение, ИЗПЪЛНИТЕЛЯТ дължи на ВЪЗЛОЖИТЕЛЯ неустойка, в размер на 0.5 % на ден до 8 % от стойността на недоставената част от заявката.

Неустойката се прихваща от задължението към доставчика след изпращане на уведомително писмо (документ за неустойка с обезщетителен характер) от ВЪЗЛОЖИТЕЛЯ.

(2). Плащането на неустойки не лишава изправната страна по договора от правото и да търси обезщетение за претърпени вреди и пропуснати ползи над размера на неустойката.

V. VERTRAGSSTRAFEN

Art. 5(1). Bei Nichteinhaltung der Erfüllungsfrist schuldet der AUFTRAGNEHMER dem AUFTRAGGEBER eine Vertragsstrafe in Höhe von 0.5 % pro Tag, bis höchstens 8 % vom Wert des nicht gelieferten Teils der Bestellung.

Die Vertragsstrafe wird von der Verbindlichkeit gegenüber dem Lieferanten nach Versand eines Mitteilungsschreibens (Dokument über Vertragsstrafe, welche Entschädigungscharakter aufweist) seitens des AUFTRAGGEBERS abgezogen.

(2). Die Zahlung von Vertragsstrafen entnimmt der vertragstreuen Partei nicht das Recht, Entschädigung für erlittene Schäden und entgangene Gewinne, die über die Höhe der Strafe hinausgehen, zu beantragen.

VI. ПЛАЩАНЕ

Чл.6.(1). Плащането ще бъде извършвано от ВЪЗЛОЖИТЕЛЯ, по банков път, без аванс, в срок до 45(четиридесет и пет) календарни дни, след приемо-предавателен протокол за приемане на действително извършените доставки, получаване на оригинална фактура и товарителница/CMR.

(2). Плащанията по настоящия договор не могат да надхвърлят посочената в Чл.2. стойност на договора.

(3). За целите на избягване на двойното данъчно облагане чрез прилагане на международните Спогодби за избягване на двойното данъчно облагане /СИДДО/ за всяка календарна година поотделно Изпълнителят предоставя на Възложителя „Сертификат за местно лице“, „Декларация за притежател на дохода“, „Декларация за липса на място на стопанска дейност или определена база в България“ и извлечение от публичен регистър, удостоверяващо правото за подписване на лицето, подписало двете декларации. Посочените документи следва да бъдат представени не по-късно от датата на издаване на първа фактура по договора и изпратени на имейл:

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а както и в оригинал на следния адрес: България, Възложителят удържа данък

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при източника съгласно приложимото българско законодателство и съответната СИДДО.

(4). Изпълнителят трябва да изпрати фактурата най-късно един ден след издаването ѝ на факс + 359 32 278 503 или имейл до

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VI. ZAHLUNG

Art. 6(1). Der AUFTRAGGEBER wird die Zahlung innerhalb von 45 (fünfundvierzig) Kalendertagen nach einem Übernahme-/Übergabeprotokoll über die tatsächlich ausgeführten Lieferungen und nach Erhalt der Originalrechnung und Lieferschein/CMR-schein, per Banküberweisung, ohne Vorschusszahlung leisten.

(2). Die Zahlungen gemäß diesem Vertrag dürfen nicht den im Art.2. angegebenen Vertragswert überschreiten.

(3). Für die Ziele der Vermeidung von Doppelbesteuerung durch Anwendung internationaler Doppelbesteuerungsabkommen legt der AUFTRAGNEHMER dem AUFTRAGGEBER für jedes einzelne Kalenderjahr Folgendes vor: Ansässigkeitsbescheinigung, Erklärung über Einkommensinhaber, Erklärung über Fehlen einer Betriebsstätte oder einer bestimmten Einrichtung in Bulgarien und Auszug aus einem öffentlichen Register, der die Unterzeichnungsbefugnis der Person, welche beide Erklärungen unterzeichnet hat, belegt. Die angegebenen Dokumente sind spätestens am Tag der Ausstellung der ersten Rechnung gemäß Vertrag vorzulegen und an folgende E-Mail-Adresse zu schicken:

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Информацията е заличена съгл. чл. 45 и чл. 59, ал. 1 от ЗЗЛД
wie die Originalrechnung an folgende Adresse: Bulg Str.
blekova. Der AUFTRAGGEBER behält eine Quellenste

(4). Der AUFTRAGNEHMER hat die Rechnung spätestens einen Tag nach ihrer Ausstellung an die Faxnummer + 359 32 278 503 oder an die E-Mail-Adressen

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VII. ГАРАНЦИЯ

Чл.7.(1). Гаранционният срок на приетите действително извършени доставки на стоката е 36 (тридесет и шест) месеца, считано от датата на приемо-предавателния протокол.

(2). Гаранционните срокове по предходната алинея остават в сила, независимо от изтичане на срока за изпълнение на договора.

VII. GARANTIE

Art.7(1). Die Garantiezeit der angenommenen tatsächlich ausgeführten Warenlieferungen beträgt 36(sechsenddreißig) Monate, gerechnet ab dem Datum des Übernahme-/Übergabeprotokolls.

(2). Die Garantiezeiten gemäß vorangehendem Absatz bleiben in Kraft, ungeachtet des Ablaufs der Frist für Vertragserfüllung.

VIII. ГАРАНЦИЯ ЗА ИЗПЪЛНЕНИЕ

Чл.8.(1). Като гаранция за изпълнение, свързана с обезпечаването на гаранционни искове и други видове искове за обезщетение, ВЪЗЛОЖИТЕЛЯТ задържа при себе си за срока на действие на договора плюс 30 (тридесет) дни, гаранция за изпълнение в размер на 1 % от стойността му. Гаранцията за изпълнение, ще се освободи най-късно до 30 (тридесет) дни след изтичане на този срок, срещу писмено поискване, в случай, че към момента на поискването, не е настъпил гаранционен случай.

Гаранцията за изпълнение се осъществява посредством предоставяне на неотменяема и безусловна банкова гаранция на стойност, равна на стойността на посочената по-горе гаранция за изпълнение, съгласно текстови образец на ВЪЗЛОЖИТЕЛЯ. Гаранцията за изпълнение може да бъде осъществена и под формата на паричен депозит, застраховка с посочените по-горе данни в указана от ВЪЗЛОЖИТЕЛЯ банкова сметка.

(2). Гаранцията за изпълнение следва да се предостави към момента на подписване на настоящия договор.

VIII. ERFÜLLUNGSGARANTIE

Art.8(1). Als Erfüllungsgarantie, verbunden mit der Sicherung von Garantieansprüchen und von weiteren Schadensersatzansprüchen behält der AUFTRAGGEBER bei sich während der Vertragslaufzeit inkl. der Erzeugnisse zzgl. 30 (dreißig) Tage eine Erfüllungsgarantie in Höhe von 1% des Vertragswertes zurück. Die Erfüllungsgarantie wird spätestens 30 (dreißig) Tage nach Ablauf dieser Frist auf schriftliche Anforderung befreit, falls zum Zeitpunkt der Anforderung kein Garantiefall eingetreten ist.

Die Erfüllungsgarantie wird durch Bereitstellung einer unwiderruflichen und bedingungslosen Bankgarantie, die dem Wert der vorstehend angegebenen Erfüllungsgarantie gleich ist, realisiert, entsprechend Textmuster des AUFTRAGGEBERS. Die Erfüllungsgarantie kann auch in der Form einer Geldsicherheit, Versicherung mit den vorstehend genannten Angaben erfolgen, überwiesen auf ein durch den AUFTRAGGEBER angegebenes Bankkonto.

(2). Die Erfüllungsgarantie ist zum Zeitpunkt der Unterzeichnung dieses Vertrags bereitzustellen.

IX. МЯСТО НА ИЗПЪЛНЕНИЕ

Чл.9. Доставка следва да бъде извършена на адрес :

6000 Гр. Стара Загора, Славянски булевард, до ЗЗУ и гимназия Джон Атанасов. Лице за контакти: тел.0882/834 578, факс 042/619-356

IX. ERFÜLLUNGORT:

Art.9. Die Lieferung ist auf folgende Adresse auszuführen:

6000 Stara Zagora, Slavyanski Blvd., neben dem Betrieb für Speichergeräte und Gymnasium John Atanasov. Ansprechpartner:

тел.0882/834 578, Fax 042/619-356

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ИЗИСКВАНИЯ КЪМ ИЗПЪЛНЕНИЕТО

съгласно Чл.12.(3).3.3 - Технически изисквания.

(2). В случай, че при изпълнение на договорените дейности, се образуват отпадъци с опасен и/или неопасен произход, ИЗПЪЛНИТЕЛЯТ е задължен да ги приеме, ако разполага с необходимите разрешителни и лицензии от компетентни органи (МОСВ, МЗ, МИЕ) или да предаде за приемане на лице, притежаващо съответните разрешителни, съгласно ЗУО и ЗООС.

(3). Договорът да бъде изпълнен в съответствие с изискванията на чл. 31 от Регламент (ЕО) № 1907/2006 на Европейския парламент и на Съвета от 18 декември 2006 година, относно регистрацията, оценката, разрешаването и ограничаването на химикали (REACH).

X. TECHNISCHE ANFORDERUNGEN AN DIE AUSFÜHRUNG

Art.10.(1). Gemäß Art.12.(3).3.3 - Technische Anforderungen.

(2). Im Falle, dass im Zuge der Ausführung der vereinbarten Tätigkeiten gefährliche und/oder ungefährliche Abfälle entstehen, ist der AUFTRAGNEHMER verpflichtet, diese entgegen zu nehmen, wenn er über die notwendigen Genehmigungen und Lizenzen von den zuständigen Behörden verfügt (Ministerium für Umwelt und Gewässer, Gesundheitsministerium, Ministerium für Wirtschaft und Energiewirtschaft) oder zur Entgegennahme an eine Person zu übergeben, die über die jeweiligen Genehmigungen gemäß Raumordnungsgesetz und Umweltschutzgesetz verfügt.

(3). Die Erfüllung des Vertrags wird sich nach den Anforderungen von Art. 31 von Verordnung (EG) Nr. 1907/2006 des Europäischen Parlaments und des Rates vom 18. Dezember 2006 zur Registrierung, Bewertung, Zulassung und Beschränkung chemischer Stoffe (REACH) richten.

XI. ДРУГО

Чл.11.(1). Стоката ще бъде приемана от страна на Възложителя единствено ако е придружена с оригинална фактура с данни ("ЕЛЕКТРОРАЗПРЕДЕЛЕНИЕ ЮГ" ЕАД, гр.Пловдив, ул."Христо Г.Данов" №37, ИН: 115552190, ИН по ДДС: BG115552190, Матричен номер на Договора), до 15,30 часа на работния ден и приемо предавателен протокол.

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(2). Не се допуска да стоки от настоящия договор със стоки от други договори в една обща фактура. Доставка се приема на всеки работен ден до 15:30 часа. ИЗПЪЛНИТЕЛЯТ е длъжен да маркира (надпише) четлив материал (кашон, пакет), обект на доставката, с номенклатурния номер на ВЪЗЛОЖИТЕЛЯ.

(3). Адрес за кореспонденция на ВЪЗЛОЖИТЕЛЯ: П.Код: 4000 гр. Пловдив, ул."Хр. Данов" № 37, отдел "Мрежов инженеринг", лице за контакти: тел.0882/834 520, факс: 032/278 502.

(4). Данни на ИЗПЪЛНИТЕЛЯ: Стефан

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чл. 59, ал. 1 от ЗЗЛД

Адрес за кореспонденция: 3343

ул."Дорф" № 8, лице за контакти: тел.0882/834 520, факс: 032/278 502.

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съгл. чл. 45 и чл. 59, ал. 1
от ЗЗЛД

445/7070, факс: 0043/7445/7070/70.

(5). В предходната алинея ИЗПЪЛНИТЕЛЯТ се задължава своевременно да предоставя, в противен случай всяка кореспонденция до горе указаните данни с изпратена.

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(6). Всички съобщения, предизвестия и нареждания, свързани с изпълнението на този договор и разменени между ВЪЗЛОЖИТЕЛЯ и ИЗПЪЛНИТЕЛЯ са валидни, когато са изпратени по пощата (с обратна разписка), на адреса на съответната страна или предадени чрез куриер, срещу подпис от приемащата страна.

(7). Стоките, предмет на настоящия договор, подлежащи на рециклиране, се приемат безвъзмездно от ИЗПЪЛНИТЕЛЯ, след писмено уведомление от страна на ВЪЗЛОЖИТЕЛЯ.

(8). Изпълнителят предоставя застраховка/депозитна/банкова гаранция за изпълнение с дата на издаване

22.08.2019 г. издател: Райфазин Банки

(9). Договореният капацитет на доставка съгласно срока посочен в чл.4.(2). е до 100 % от оферираното количество. Минимални заявки за позиция 3: обща сума минимум – 4 000 EUR.

XI. SONSTIGES

Art.11(1). Die Ware wird seitens des AUFTRAGGEBERS nur dann übernommen, wenn sie von der Originalrechnung mit

Angaben(Elektrozapredelenie Yug EAD, Stadt Plovdiv, Hristo G. Danov Str. 37, Ident.-Nr. 115552190, MwSt.-Nummer: BG 115552190, Verantwortliche Person: Karl Denk, mit eingetragener Vertragsnummer) begleitet ist, bis 15,30 Uhr des Werktages und Übernahme-/Übergabeprotokoll.

(2). Es wird keine Fakturierung von Waren aus diesem Vertrag mit Waren aus anderen Verträgen in einer Gesamtrechnung zugelassen. Die Lieferungen werden jeden Werktag bis 15:30 Uhr übernommen. Der AUFTRAGNEHMER ist verpflichtet, jedes einzelne Material(Karton, Paket), Objekt der Lieferung mit der Material-Nummer des AUFTRAGGEBERS leserlich zu markieren (zu beschriften).

(3). Korrespondenzadressen des AUFTRAGGEBERS: PLZ 4000 Plovdiv, Hristo Danov Str. 37, Abteilung Power Grid Engineering, Ansprechpartner **Информацията е заличена съгл. чл. 45 и чл. 59, ал. 1** 8 502.

(4). Angaben über **от ЗЗЛД**

Korrespondenzadresse: 3343 Hollenstein/Ybbs, Österreich, Dorfstrasse 8, Ansprechpartner
Diensttelefon: 0043/7445/7070, Fax: 0043/7445/707070.

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(5). Bei Änderung in den Angaben gemäß vorangehendem Absatz verpflichtet sich der AUFTRAGGEBER rechtzeitig und schriftlich zu informieren, andernfalls gilt jede Korrespondenz, abgeschickt an die vorstehend genannten Angaben, als abgeschickt.

(6). Alle Mitteilungen, Kündigungen und Anweisungen, verbunden mit der Erfüllung dieses Vertrags und ausgetauscht zwischen AUFTRAGGEBER und AUFTRAGNEHMER, sind dann gültig, wenn sie per Post (mit Empfangsbestätigung), an die Adresse der jeweiligen Partei abgeschickt wurden oder per Kurierdienst zugestellt wurden, gegen Unterschrift der empfangenden Partei.

(7). Die Waren, Gegenstand dieses Vertrags, die der Wiederverwertung unterliegen, werden vom AUFTRAGNEHMER nach schriftlicher Information seitens des AUFTRAGGEBERS unentgeltlich angenommen.

(8). Für die Erfüllung stellt der Auftragnehmer eine ~~Versicherung/Geldsicherheit~~/Bankgarantie für die Erfüllung mit Ausstellungsdatum 17.02.2019 und Aussteller Р.О.И. Б.О.И. З.О.И. Б.О.И. bereit

(9). Die vereinbarte Kapazität der Lieferung gemäß der Frist, angegeben im Art.4.(2)., ist bis zu 100 % von der Menge in der Offerte. Mindestbestellmenge für Position 3:- 4 000 EUR

XII. ЗАКЛЮЧИТЕЛНИ РАЗПОРЕДБИ

Чл.12.(1). За всички неуредени в настоящия договор въпроси се прилагат разпоредбите на действащото законодателство.

(2). Всички спорове, възникнали във връзка с тълкуването и изпълнението на настоящия договор, ще бъдат решавани от страните в добронамерен тон чрез преговори, консултации и взаимноизгодни споразумения. Ако такива не бъдат постигнати, спорът ще бъде отнесен за разрешение от компетентния Районен, съответно Окръжен съд по седалището на ВЪЗЛОЖИТЕЛЯ.

(3). Последователността на документите по важност е следната:

3.1. Настоящият договор

3.2. Търговски условия към система № C-17-MP-Д-5;

3.3. Технически изисквания към система № C-17-MP-Д-5;

3.4. Общи условия на закупуване на дружествата от групата EVN - Декември 2018;

3.5. Клауза за социална отговорност на дружествата от групата EVN - Януари 2011

(4). Настоящият договор се сключи в два еднообразни екземпляра, по един за всяка от страните.

XII. SCHLUSSBESTIMMUNGEN

Art.12(1). Für alle Fragen, die in diesem Vertrag nicht geregelt werden, finden die Bestimmungen der geltenden Gesetzgebung Anwendung.

(2). Alle Streitigkeiten, entstanden im Zusammenhang mit der Auslegung und Erfüllung dieses Vertrags, werden von den Parteien im Geiste des Verständnisses auf dem Wege der Verhandlungen, der Beratungen und gegenseitig vorteilhafter Vereinbarungen gelöst. Werden keine Vereinbarungen getroffen, wird die Streitigkeit vom zuständigen Amtsgericht bzw. Kreisgericht nach dem Sitz des AUFTRAGGEBERS gelöst.

(3). Rangordnung der Dokumente nach ihrer Wichtigkeit:

3.1. Dieser Vertrag

3.2. Kaufmännische Bedingungen zum System № C-17-MP-Д-5

3.3. Technische Anforderungen zum System № C-17-MP-Д-5

3.4. Allgemeine Kaufbedingungen von den Unternehmen aus der EVN-Gruppe – Dezember 2018;

3.5. Klausel für soziale Verantwortung der Unternehmen aus der EVN-Gruppe - Januar 2011

(4). Der vorliegende Vertrag wurde in zwei gleichen Ausfertigungen abgeschlossen - jeweils eine für jede der Vertragsparteien.

Този Договор е изготвен от служителя на отдел "Снабдяване, управление на базата и автопарка":

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заличена съгл.
чл. 45 и чл. 59,
ал. 1 от ЗЗЛД

vom folgenden Mitarbeiter der Abteilung "Einkauf, Gebäude- und Fuhrparkverwaltung" erstellt:

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ИЗПЪЛНИТЕЛ/ AUFTRAGNEHMER:

Информацията е заличена съгл. чл. 45 и чл.
59, ал. 1 от ЗЗЛД

www.steinbacher-energie.at
Produkte für die elektrische Energieverteilung

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ал. 1 от ЗЗЛД

General purchasing terms and conditions of the EVN Group

Commercial or general terms and conditions of the Contractor, unless explicitly approved by the Contracting authority, do not apply, even if not explicitly rejected by the Contracting authority.

1. All purchase orders, contracts, amendment and additional agreements there to shall be considered valid only if concluded in writing. All oral agreements between the parties are invalid, unless confirmed in writing by the Contracting authority.
2. In the event that the contract/order is based on an estimate of cost, made by the Contractor and provided to the Contracting authority, it shall be considered as an integral part of the contract/order, unless otherwise specified in the contract/order.
3. The prices specified in the contract/order are fixed, not subject to change. All deliveries are free of transport expenses to the place of delivery, all goods packed, insured, unloaded. Additional (cost plus) services may only be provided upon prior approval by the Contracting authority. A calculation of the necessary working hours, equipment and materials must be produced to the Contracting authority for written approval. Not awarded or approved additional services shall not be paid. If a certain number of additional services is provided for in the specification/offer, this shall not entitle the Contractor to claim their implementation.
4. The acceptance of certain delivery/service shall be considered fulfilled only in case the Contracting authority confirms it in writing by signing a bilateral delivery and acceptance protocol. All risks shall pass on the Contracting authority only after the goods have been delivered/the service has been performed and accepted by the Contracting authority. Until accepted by the Contracting authority, all risks shall be borne by the Contractor. The place of performance shall be considered the specified in the contract/order address of delivery of the goods/ performance of the service.
5. The Contractor shall be obliged to guarantee and shall be held liable that his personnel and subcontractors, hired by him, comply with all legal requirements for protection of the life and health of the workers, as well as protection of the environment. The personnel and subcontractors used by the Contracting authority shall have the right of access only to the sections specified by the Contracting authority. The instructions of the construction and assembly supervision of the Contracting authority are mandatory and must be complied with. The Contractor shall explicitly undertake to comply with all laws and regulations and shall exercise control over the citizens of the Republic of Bulgaria or foreign citizens, employed by him or by his subcontractors, in accordance with the relevant Bulgarian and European labour legislation. Before starting the work, the Contractor shall prove compliance with the obligations regarding the control exercised by him, by presenting a complete set of relevant documentation (residence permit, work permit, etc.), without being explicitly requested by the Contracting authority, and shall ensure that the Contracting authority and/or his employees shall not be liable for failure to comply with these obligations, including damages caused in this respect.
6. The Contractor shall be committed to the obligation of comprehensive coordination and cooperation with all working on the site. The Contractor shall be obliged to comply with all regulations governing the rights and obligations of the employees, which include but are not limited to: Labour Code, Health and Safety at Work Act, Spatial Planning Act, and in most conscientious way support the companies of the EVN group, in their function of Contracting authorities, as well as the persons in charge (coordinators, project managers), in the performance of their duties. The goal is to ensure the implementation of principles for prevention of hazards in compliance with all guidelines of the relevant authorities. The Contractor is obliged to guarantee that the Contracting authority and/or any of Contracting authority's offices and employees shall not be liable for damages resulting from the failure of these obligations.
7. The Contractor shall ensure that deliveries/services comply with all legal provisions and current state of the art. The Contractor shall guarantee the qualitative and timely performance of the respective delivery/service. For the warranty of the goods/services the relevant existing legislation shall apply, unless otherwise agreed in the contract/order. The warranty shall cover any defects occurring within the agreed warranty period. The proof of flawless, according to the contract, performance is obligation of the Contractor. If, in connection with correcting a defect or shortage, any disassembly, assembly as well as any other additional costs are incurred, they shall be borne by the Contractor. It is the obligation of the Contractor to eliminate within the warranty period as quickly as possible all defects or shortages occurred or, at the choice of the Contracting authority, replace the delivered goods/performed services with new ones. The delivered goods/performed services shall be inspected by the Contracting authority at the time of their use at the latest. If the Contractor fails to comply with his obligations concerning the agreed warranty of the goods/services and the defects or shortages have been repaired by a third party, the Contractor shall be obliged to bear all costs arising in this respect.
8. The Contractor shall be held liable for any damages resulting from actions or inaction of the Contractor, his personnel, his subcontractors or any other persons to whom the Contractor has assigned work, in the process of or on the occasion of execution of the delivery/service, as well as for damages caused by the used materials or parts of these materials. The Contractor shall also be held liable for all materials, construction equipment or other items for installation or storage, provided to him by the Contracting authority. In each individual case of damage, the Contractor shall prove that he, his personnel, subcontractors or other persons, to whom he has assigned work, are not guilty. This shall also apply to damages caused by negligence or lack of due diligence. Any actions or claims by employees or third parties concerning damages arising in connection with performance of the contract/order should be addressed to the Contractor. The Contractor shall ensure that the Contracting authority shall not be held liable for such damages.
9. The Contractor shall, at his own expense, conclude the relevant general liability/professional indemnity insurance, to cover all liability risks arising from the law and/or the contract/order. The insurance shall also cover the liability for damages to third parties of all subcontractors and persons employed by the Contractor in performance of the contract/order.
10. Invoices must be sent to the specified in the contract/order billing address, in one original copy, and shall contain the contract and/or order number. Invoices must comply with the applicable legislation, in particular both the Contracting authority's and the Contractor's VAT identification numbers are to be specified, as well as the explicit applicable VAT amount is to be entered on a separate line in the invoice. Invoices that do not meet these requirements shall not be considered as grounds for due payment and the Contracting authority shall reserve the right to return them to the Contractor for correction, whereas in this case the payment period shall be extended until the Contracting authority receives an invoice complying with all requirements under these General purchasing terms and conditions and the contract/order. The payment period shall begin to run from the receipt of the invoices and all accompanying the delivery/service documents at the specified in the contract/order billing address, under the provision

that the delivery/service has been, as stipulated in the contract/order, accepted via bilaterally signed delivery and acceptance protocol. In case it has not been explicitly otherwise agreed, with partial deliveries or partial performance of services it shall be acceptable to issue an overall invoice after the complete performance of the contract/order. Payments in these cases shall be made not later than the period specified in the contract/order. Upon delay of payment caused by the Contracting authority, the statutory interest for late payment shall be applied in accordance with the provisions of the Obligations and Contracts Act. Except for the legal interest for delay the Contracting authority shall not owe payment of any other damages or penalties, except in cases of proven wilful misconduct.

11. Notifications of concluded deeds of assignment must be made in writing (not by fax or e-mail) through registry in the record-keeping system of the Contracting authority, to the attention of Financial Affairs department. In these cases, the Contracting authority shall be entitled to charge and withhold a handling and maintenance fee of 1% of the amount of the transferred receivable, but not more than BGN 5,000.
12. Right of retention in favour of the Contractor shall not be allowed, unless expressly regulated by law. The Contracting authority shall be entitled to set off his own debts and receivables, which the Contractor owes to related to the Contracting authority companies from the EVN AG group, included in the consolidated annual financial statement of EVN AG, registered in the district court Wiener Neudorf under UIC FN 72000 h and VAT ID: ATU14704505, against amounts payable to the Contractor.
13. The Contractor strongly agrees that in the performance of this contract/order will comply with the General Data Protection Regulation, the Bulgarian Personal Data Protection Act and the secondary legislation in this field. All personal data which he has become familiar with, in the course of performing of the contract/order, where appropriate may be provided to third parties (e.g. design companies, owners of facilities, insurers, etc., but not competitors) only in compliance with these requirements and after the consent of the Contracting authority. The Contractor shall be obliged to immediately notify the Contracting authority in the event of any breach found in the security of the processing of personal data. The Contractor shall be obliged to take reasonable measures so as to ensure the reliability of each employee who may have access to personal data and ensure that the access is strictly limited to those persons who actually must have access to the information for the purpose of performance of the contract/order. The Contractor shall be held liable that both his employees and all those who provide services in connection with the performance of the contract/order, will comply with the provisions of these General purchasing terms and conditions and the legal requirements in connection with the protection of personal data. The Contractor shall undertake to implement appropriate technical and organizational measures, aiming at ensuring a level of security corresponding to the possible risk, as well as to keep the personal data in the volume and storage period as required by the applicable legislation. The Contractor shall be obliged to compensate damages which a person may incur as a result of processing of personal data by the Contractor, which processing violates the Regulation or other legal provisions for personal data protection.

14. The Contractor shall declare and ensure that in the course of delivery of the goods/performance of the service, the rights of third parties on intellectual or industrial property will not be violated. The Contracting authority shall not be held liable in case of any possible claims of third parties in this connection and payment claims will be directed to the Contractor.
15. In the event that the Contractor delays in performing a delivery/service under the contract/order, the Contracting authority shall be entitled to insist on provision of the delivery/service in accordance with the contract/order or after setting a reasonable additional time limit and the delivery/service is still not provided within this additional time limit, to terminate the contract in writing unilaterally. In addition, the Contractor owes to the Contracting authority compensation for damages arising as a result of the respective non-performance. The Contracting authority shall be entitled to unilaterally terminate the contract without prior notice, if proceedings of declaring bankruptcy have been opened against the Contractor, or the Contractor has been declared bankrupt, or his property has been put under seizure or foreclosure for repayment of debt. Upon withdrawal from the contract the Contracting authority has to cover the cost of all deliveries/services performed to date by the Contractor, in case that the Contracting authority will be able to use them for their intended purpose stated in the contract/order. In no case will the Contracting authority be liable to pay for more than what has already been delivered/ performed.
16. The Contracting authority shall be entitled to transfer the contractual relationship with all rights and obligations to another related company from the EVN AG group. The Contractor shall not be entitled, unless in the case of a prior written consent by the Contracting authority, to transfer the contract/order both in full or partially to any third parties and/or to engage subcontractors.
17. All disputes arising from the interpretation and performance of the contract/order shall be settled by the parties in friendly manner by negotiations, consultations and mutually beneficial agreements. If such agreements cannot be achieved, the dispute shall be referred to the competent court according to the domicile of the Contracting authority. The substantive law according to the court registration of the Contracting authority shall apply under exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL trade law) and the reference provisions of international private law. The language of the contract shall be the official language of the country according to the court registration of the Contracting authority.
18. If certain provisions of these General purchasing terms and conditions are, or become in full or partially invalid or not feasible, it will not affect the validity of the remaining provisions. To substitute the invalid or not feasible provisions, the Parties agree to settle their relationships in a way that is as close as possible to what the parties have pursued through the become invalid or not feasible provisions of these General purchasing terms and conditions.

EVN Group Integrity Clause

The contractor has taken cognizance of the following integrity clauses, to which the EVN Group is also committed, and shall take them into consideration when rendering its deliveries/services. The client is entitled to revise the content of these duties at any time. In case of violation, the client is entitled to request negotiations in order to re-establish the contractual conditions. If the contractor fails to comply with this request within one month or does not desist from or correct the ascertained breach of contract amicably or within a reasonable period of grace, the client is entitled to terminate the contract with immediate effect. If the contractor refuses or prevents such revisions from being carried out, the client is likewise entitled to terminate the contract with immediate effect. Furthermore, the contractor undertakes to make the following principles and policies binding upon its upstream suppliers and subcontractors.

1. Recognition of human rights. Our contractors and subcontractors are expected to recognize and uphold the United Nations Declaration on Human Rights and to ensure that they are not involved in violations of human rights.
2. No child labour or forced labour. During the manufacture of their products and provision of their services, our contractors and subcontractors undertake not to use or tolerate the use of child labour or forced labour or other involuntary labour as set out in the Conventions of the International Labour Organization (ILO).
3. No discrimination or harassment in the workplace. Each employee shall be treated with respect and dignity. No employee shall be physically, mentally, sexually or verbally harassed, abused or discriminated because of his or her sex, race, religion, age, origins, handicap, sexual orientation or political or ideological views.
4. Safety and health in the workplace. Our contractors and their subcontractors must ensure that safety and health are guaranteed for their employees in the workplace while observing any applicable laws and regulations. Free access to drinking water, sanitary facilities, appropriate fire prevention equipment, lighting, ventilation and - if necessary - suitable personal protective equipment must be provided. Employees shall be trained in the correct use of protective equipment and in general safety rules.
5. Labour and social security laws. Our contractors and their subcontractors undertake to abide by the labour and social security laws that apply in each country when implementing contracts.
6. Transparency as regards working hours and remuneration. Working hours shall be in line with applicable laws. The persons employed by our contractors and subcontractors shall receive employment contracts in which working hours and remuneration have been laid down.
7. Protection of the environment. We expect our contractors and their subcontractors to observe all applicable laws and regulations on the protection of the environment when carrying out their entrepreneurial activities and to pay proper attention to economic, ecological and social aspects when rendering their services/deliveries and thus not lose sight of the importance of sustainable development.
8. Reduction in the use of resources, waste and emissions. The continuous improvement in the efficiency of how resources are used is an important part of management and running a business. Our contractors and their subcontractors shall minimize waste of any sort and discharges and emissions into the air, water and ground.
9. High ethical standards. We expect our contractors and their subcontractors to attach a high degree of importance to business ethics, to abide by prevailing national laws (in particular labour, competition, anti-trust and consumer laws) and to refrain from engaging or participating in corruption, bribery, deceit or blackmail.
10. Transparent business relationships. Our contractors and their subcontractors shall abstain from offering, requesting, granting or accepting any gifts, payments or other comparable advantages or gratuities that might induce someone to violate his or her duties.
11. Right of assembly and strike. The persons employed by our contractors and their subcontractors should be granted the right to participate in assemblies and strikes in accordance with the laws of the country where they work without having to fear any possible consequences.

(Issued in October 2010)