

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

DOCUMATRIX GMBH

VORSTADT 4
3441 ABSTETTEN
Австрия

Value contract

order number / date
4600005771 / 16.12.2020

contact person resp. dept.:
CI department
Information and Telecommunication

contact person procurement:
Борислава Дончева

supplier data

supplier number:
2516
offer number:
offer from 20.09.2017
basis for order:
art. 112, para. 1 from PPA and Decision
№ 222-EP-20-CI-Y-3/P1/11.06.2020
contact person:
DocuMatrix Output- und Informationstechn

order data

payment conditions:
within 45 days
billing adress:
Elektrorazpredelenie Yug EAD
37, Hristo G.Danov
BG 4000 Plovdiv
place of fulfilment:
Електроразпределение Юг ЕАД
Информация и телекомуникация
Христо Г. Данов 37
BG-4000 Пловдив

contract period:
01.01.2021 - 31.12.2021

subject of order:

Software maintenance and development of additional functionalities for docTYPE and docPIPE software product for development and mass printing of data

target value in EUR without VAT

100.674,00

Elektrorazpredelenie Yug EAD

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item	material	quantity	unit	name	price per unit	net value EUR
00010		1	items	Maintenance and support	1.400,00 EUR	1.400,00
	per month					
00020		1	Days	Senior consultant distant	1.000,00 EUR	1.000,00
00030		1	Days	Senior consultant onsite	1.200,00 EUR	1.200,00
00040		1	Days	Senior consultant dist. holidays	1.000,00 EUR	1.000,00
00050		1	Days	Senior consultant onsite holidays	1.300,00 EUR	1.300,00
00060		1	Days	Junior consultant distant	950,00 EUR	950,00
00070		1	Days	Junior consultant onsite	1.000,00 EUR	1.000,00
00080		1	Days	Junior consultant distant holidays	1.000,00 EUR	1.000,00
00090		1	Days	Junior consultant onsite holidays	1.200,00 EUR	1.200,00
00100		1	items	Travel costs	1,00 EUR	1,00
00110		1	items	additional licenses	1,00 EUR	1,00

Днес, 18.12.2020, се сключи настоящият договор между:
On this day, 18.12.2020 this contract was concluded by and between:

„ЕЛЕКТРОРАЗПРЕДЕЛЕНИЕ ЮГ“ ЕАД, със седалище и адрес на управление: гр. Пловдив, ул. „Христо Г. Данов“ № 37, ЕИК 115552190 и номер по ЗДДС BG 115552190, представлявано от Карл Денк, Александер Сипек и Здравко Огнянов Братоев, в качеството на членове на Съвета на директорите, наричано за краткост ВЪЗЛОЖИТЕЛ, от една страна,
Elektrorazpredelenie Yug EAD with domicile and registered office in Plovdiv, 37 Hristo G. Danov street, entered in the Commercial Register to the Registry Agency UIC115552190, VAT ID: BG 115552190, represented by any two members of the board of directors: Karl Denk, Alexander Sipek and Zdravko Bratoev, hereinafter referred to as Assignor,

и/and

DocuMatrix Output- und Informationstechnologie Consulting GmbH със седалище и адрес на управление A-3441 Abstetten, Vorstadt 4, Austria, регистрирано с номер FN 180140m, Landesgericht St. Pölten, ATU 46533103, представлявано от Маркус Грубер, наричано по-нататък Изпълнител.

DocuMatrix Output- und Informationstechnologie Consulting GmbH with domicile and registered office: A-3441 Abstetten,

Vorstadt 4, Austria, registered under number FN 180140m, Landesgericht St. Pölten, ATU 46577107, represented by Markus Gruber, hereinafter referred to as Contractor.

I. ПРЕДМЕТ

- Чл. 1. (1). Възложителят възлага, а Изпълнителят приема да извърши Предоставяне на техническа поддръжка, разработка на допълнителни функционалности или доработка на съществуващите и закупуване на допълнителни лицензи на софтуера за масов печат docType и docPipe, съгласно условията на настоящия договор.
- (2). Софтуерната поддръжка е услуга, извършвана по електронен път за доставения продукт като се отнася също за актуализацията му по електронен път. Възложителят придобива права само за ползване на софтуера във връзка с дейността си.
- (3). Възложителят има право да използва софтуера, в който е включено само копие от съответния софтуерен продукт, а правата за копиране, възпроизвеждане, разпространение, промяна, публично представяне и други форми на търговско използване не са налични/достъпни.
- (4). Възложителят придобива право на ползване на допълнителните разработки на софтуер или променените съществуващи към закупения стандартен софтуер разработки, в които е инкорпорирано само копие от съответната програма и не се предоставят правата по копиране, размножаване, разпространяване, видоизменяне, публично представяне или други форми на търговско използване.

I. SUBJECT

- Art. 1. (1). The Assignor assigns and the Contractor agrees to perform Software maintenance, development of additional functionalities or modification of existing once and purchase of new licenses for mass printing software docType and docPIPE, under the terms of this contract.
- (2). Software maintenance is a service carried out electronically for the product delivered and it applies also for its update electronically. The Assignor shall acquire rights only for using the software with regards to his activities.
- (3). The Assignor is entitled to use the software which includes only a copy of the corresponding software product, and the copyrights, rights for reproduction, dissemination, alteration, public presentation and other forms of commercial use are not available/accessible.
- (4). The Assignor acquires the right of use of the additional software developments or the existing upgrades to the purchased standard software, which incorporate only a copy of the relevant program and no copyrights are provided or reproduction, dissemination, alteration, public presentation or other forms of commercial use.

II. СТОЙНОСТ

Чл. 2. (1). Прогнозната стойност на договора възлиза на 196 901,23 лв. (словом: сто деветдесет и шест хиляди деветстотин и един лв. и 0,23) лева без ДДС.

II. VALUE

Art. 2. (1). The estimated value of the contract amounts to BGN 196 901,23 (say: one hundred and ninety-six thousand nine hundred and one) without VAT.

III. ЦЕНОВИ УСЛОВИЯ

- Чл. 3. (1). Всички цени са окончателни, фиксирани за срока на договора, без ДДС и съгласно позиции от 00010 до 00090, посочени по-горе.
- (2). Позиция 00100 от настоящия договор се използва за заплащане на пътни разходи на човек на ден, в т.ч. транспортно - командировъчни разходи, дневни, нощувки и други, до Пловдив и обратно, и се прилага единствено при възлагане на дейности по поз. 00030, 00050, 00070 и поз. 00090 от настоящия договор. Разходи по тези позиции се заплащат единствено след съгласуване и представяне на документи за действително направените разходи от страна на Изпълнителя. Времето за пътуване се таксува 50 % (петдесет процента) от съответната дневна ставка.
- (3). Позиция 00110 от настоящия договор, се използва при необходимост от закупуване и поддръжка на нови лицензи за софтуер за масов печат docType и DocType, допълнителни разработки и услуги. При покупка на нови лицензи, тяхната поддръжка и/или допълнителни разработки и/или допълнителни услуги, след уточнение на съответния компонент, Изпълнителят изпраща оферта на Възложителя с посочена цена и срок на доставка на същите, която, в случай, че бъде приета от Възложителя, става неразделна част от настоящия договор.

III. PRICE CONDITIONS

- Art. 3. (1). All prices are final, fixed for the validity period of the contract, without VAT and in accordance with positions 00010 to 00090 referred to above.
- (2). The position 000100 from this contract, is used for payment of travel expenses per person per day, which includes travel expenses, accommodation, daily allowances and others, in connection only with the fulfillment of activities according to pos. 00030, 00050, 00070 and 00090. The expenses according to this position shall be paid only after proof and submission of

documents for the costs actually incurred by the CONTRACTOR. The travel time will be charged with the respective 50 % of the daily rate.

(3). The position 00110 from this contract is used where is necessary purchasing and maintenance of new licenses for mass printing software docType and docPIPE, additional developments and services that may be required. While purchasing of new licenses and support/maintenance for new licenses, additional developments, or additional services, after the selection of the relevant component needed, the CONTRACTOR sends an offer to the CONTRACTING AUTHORITY with price and delivery time specified therein, which, if accepted by the CONTRACTING AUTHORITY, becomes an integral part of the current contract.

IV. МЯСТО НА ИЗПЪЛНЕНИЕ

Чл. 4. (1). Мястото на изпълнение на договора е гр. Пловдив, България, ул. Кукленско шосе № 5.

IV. PLACE OF PERFORMANCE

Art. 4. (1). The place of contract execution is Plovdiv, Bulgaria, 5 "Kuklensko shousse" street.

V. СРОКОВЕ

Чл. 5. (1). Срокът на действие на договора е от 01.01.2021 г. до 31.12.2021 г. или до изчерпване на стойността, съгласно чл. 2.(1)., като меродавно е събитието, което настъпи по-рано във времето.

(2) Възложителят предвижда едностранна опция за удължаване срока на действие на договора, посочен в чл.5, ал.1 от настоящия договор, с допълнително 12 (дванадесет) + 12(дванадесет) месеца. Прилагането на опцията се удостоверява с писмено предизвестие, изпратено от Възложителя не по-късно от 30 календарни дни преди изтичане срока на действие на договора, при запазване на всички цени и условия, включително приложенията по настоящия договор.

(3) Опцията може да бъде активирана от Възложителя единствено и само в случай, че не е изчерпана стойността на договора, посочена в чл.5, ал.1 от настоящия договор.

(4). Сроковете за изпълнение на дейностите по поддръжка са съгласно раздел „Време за реакция“ от документ Технически изисквания към процедура № 222-EP-20-CI-Y-3 с предмет Предоставяне на техническа поддръжка, разработка на допълнителни функционалности или доработка на съществуващите и закупуване на допълнителни лицензи на софтуера за масов печат docType и docPIPE, представляващ неразделна част от настоящия договор.

(5). Сроковете за предоставяне на допълнителни услуги са съгласно Раздел „Предоставяне на допълнителни услуги“ от документ Технически изисквания към процедура № 222-EP-20-CI-Y-3 с предмет Предоставяне на техническа поддръжка, разработка на допълнителни функционалности или доработка на съществуващите и закупуване на допълнителни лицензи на софтуера за масов печат docType и docPIPE– неразделна част от договора.

(6). В случай че Изпълнителят не изпълни някои от дейностите по поддръжка и предоставяне на допълнителни услуги, описани в документ Технически изисквания към процедура № 222-EP-20-CI-Y-3 с предмет "Предоставяне на техническа поддръжка, разработка на допълнителни функционалности или доработка на съществуващите и закупуване на допълнителни лицензи на софтуера за масов печат docType и docPIPE", в определените срокове и забавата продължава 10 (десет) или повече календарни дни, Възложителят има право да откаже доставката. В този случай Възложителят (i) не носи отговорност за разходи и/ или вреди, претърпени от Изпълнителя във връзка с отказа; (ii) не дължи вознаграждение на Изпълнителя за отказаната доставка. Отказът на доставката се прави с писмено уведомление от Възложителя, изпратено до лицата за контакт на Изпълнителя.

V. TIME LIMITS

Art. 5. (1). The validity period of the contract is from 01.01.2021 until 31.12.2021 or till reaching of the value under Article 2. (1), whichever occurs earlier in time.

(2)The contracting authority shall provide for a unilateral option for extending the duration of the contract referred to in Article 5(1) of this Treaty by an additional 12 (twelve) + 12(twelve) months. The application of the option shall be certified by written notice sent by the Contracting Authority no later than 30 calendar days before the expiry of the contract, while maintaining all prices and conditions, including the annexes under this Contract.

(3)The option may be activated by the Contracting Authority only if the value of the contract referred to in Article 5(1) of this Contract has not been exhausted.

(4). The time limits for implementation of the maintenance activities are in accordance with section "response time" of the document Technical requirements for procedure 222-EP-20-CI-Y-3 with subject: Software maintenance, development of additional functionalities or modification of existing once and purchase of new licenses for mass printing software docType and docPIPE, which constitutes an integral part of this contract.

(5) The time limits for provision of additional services are in accordance with section "provision of additional services" of the document Technical requirements for procedure 222-EP-20-CI-Y-3 with subject: Software maintenance, development of additional functionalities or modification of existing once and purchase of new licenses for mass printing software docType and docPIPE- an integral part of the contract.

(6) In the event that the Contractor fails to fulfil some of the activities for maintenance and provision of additional services described in document Technical requirements for procedure 222-EP-20-CI-Y-3 with subject: Software maintenance, development of additional functionalities or modification of existing once and purchase of new licenses for mass printing software docType and docPIPE within the defined time limits and the delay continues 10 (ten) or more calendar days, the Assignor shall be entitled to refuse such delivery. In this event the Assignor (i) shall not be held responsible for any costs and/or injuries suffered by the Contractor in connection with the refusal;(ii) shall not owe remuneration to the Contractor for the refused delivery. The refusal of the delivery shall be made with a written notification to the Assignor sent to the contact persons of the Contractor.

VI. ПЛАЩАНЕ

Чл. 6. (1) Плащанията за поддръжката по поз. 00010 се извършват от страна на Възложителя в срок до 30 (тридесет) календарни дни, след извършване на услугите, приемо-предавателен протокол и издаване на фактура.

(2) Фактурата за поддръжката по поз. 00010 се издава на тримесечие в последния ден на последния месец от тримесечието, за което се извършва поддръжката. Издаването на фактурата се осъществява след изпращане и подписване на приемо – предавателен протокол за извършването ѝ.

(3) Плащанията за всички останали дейности по поз. 00020 до 00110 се извършват от страна на Възложителя в срок до 30 (тридесет) календарни дни след извършване на услугите, приемо – предавателен протокол и издаване на фактура.

(4) Плащанията по настоящия договор не могат да надхвърлят стойността на договора, определена в чл. 2. (1). от настоящия договор.

(5) Плащанията се извършват от Възложителя по банков път, по посочена от Изпълнителя сметка. Възложителят не прави авансови плащания. Възложителят заплаща дължимите суми след изпълнение на всички изброени по-долу условия: (i) надлежно извършена доставка; (ii) подписване на двустранен приемо-предавателен протокол за приемане на доставката от оправомощени представители на страните; и (iii) получаване на оригинална фактура, отговаряща на изискванията на Възложителя и приложимите нормативни актове. Срокът за плащане започва да тече от датата, на която бъде изпълнено и последното от посочените по-горе условия.

(6) Извършване на плащане от страна на Възложителя не означава признаване на редовността на доставката и нейното приемане, нито отказ от право на: (i) неустойки и/или претенции (ii) гаранции; и (iii) обезщетения.

(7) При издаване на фактура се посочват (i) ЕИК номерът и идентификационният номер по ДДС на Възложителя и на Изпълнителя; (ii) приложимата ставка на ДДС и сумата на ДДС, в случай на самоначисляване или нулева ставка на ДДС, се посочва приложимото законодателство и (iii) номер на Заявката за доставка.

(8) Оригиналът на фактурата заедно с подписан приемо - предавателен протокол за извършване на доставка и копие от съответната Заявка за доставка се изпращат на вниманието на лицата за контакт на Възложителя, посочени в договора.

(9) Страните се съгласяват, че не се допуска в една и съща фактура да се фактурират доставки по различни договори, както и доставки по различни заявки към един и същ договор.

(10) 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:

[REDACTED] както и в оригинал на следния адрес: България,
[REDACTED]. Възложителят удържа данък при източника съгласно приложимото българско законодателство и съответната СИДДО.

(11) Изпълнителят трябва да изпрати фактурата най-късно един ден след издаването ѝ на факс + [REDACTED] или имейл до [REDACTED]

VI. PAYMENT

Art. 6. (1) The payments for the maintenance under pos. 00010 shall be carried out by the Assignor within 30 (thirty) calendar days after the completion of the services, delivery report and issued invoice.

(2) The invoice for the maintenance under pos. 00010 shall be issued per quarter in the last day of the last month of the quarter for which is carried out the maintenance. The issuance of the invoice shall be carried out after sending and signing a delivery report for its completion.

- (3) The payments for all the rest activities under pos 00020 to 00110 shall be carried out by the Assignor within 30 (thirty) calendar days after the completion of the services, delivery report and issued invoice.
- (4) Payments under this contract may not exceed the value of the contract as defined in Article 2. (1) in this contract.
- (5) The payments shall be made by the Assignor via a bank transfer to an account specified by the Contractor. The Assignor shall not make any payments in advance. The Assignor shall pay the amounts due after the implementation of all conditions listed hereunder: (i) shipment duly performed; (ii) signing of a bilateral Delivery report for the acceptance of the delivery by authorised representatives of the parties; and (iii) the original invoice, complying with the requirements of the Assignor and the applicable regulations. The payment term begins to run as of the date on which the last of the conditions set out above shall to be executed.
- (6) Payment on the part of the Assignor shall not mean acknowledgement of the delivery as regular and its acceptance, nor a waiver of a right to: (i) penalties and/or claims (ii) guarantees; and (iii) benefits.
- (7) When an invoice is issued the following shall be indicated: (i) UIC number and VAT ID No. of the Assignor and the Contractor; (ii) the applicable VAT rate and the amount of VAT, in the case of reverse charge or zero VAT rate, the applicable legislation shall be referred and (iii) the number of the purchase order.
- (8) The original of the invoice together with a signed delivery report for delivery performed and a copy of the respective purchase order shall be sent to the contact persons of the Assignor, referred to in the contract.
- (9) The Parties agree that deliveries under different contracts and deliveries under different orders of one and the same contract are not allowed to be invoiced in one and the same invoice.
- (10) For the purpose of avoidance of double taxation by applying the international Conventions for avoidance of double taxation /CADT/ for each calendar year separately, the Contractor shall provide the Assignor a "Certificate for residence", "Declaration for a holder of the income", "Declaration for absence of permanent establishment or a certain base in Bulgaria" and an excerpt from the entry in a public register, certifying the eligibility for signing of the person who has signed both declarations. These documents should be submitted not later than the date of issue of the first invoice under the contract and sent by e-mail to: [redacted] and [redacted] as also in original to the following address: [redacted] The Assignor shall withhold a withholding tax pursuant to the applicable Bulgarian legislation and the relevant CADT.
- (11) The Contractor shall send an invoice one day after its issuance at the latest to fax +[redacted] or e-mail to [redacted]

VII. ПРАВА И ЗАДЪЛЖЕНИЯ НА СТРАНИТЕ

Чл. 7. (1). В допълнение на правата и задълженията, уговорени в настоящия договор, страните притежават правата и имат задълженията, посочени в Търговските условия.

VII. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 7. (1). In addition to the rights and obligations stipulated in this contract the parties have the rights and have the obligations referred to in the Commercial conditions.

VIII. ГАРАНЦИОНЕН СРОК

Чл. 8. (1). Страните се съгласяват, че по отношение на гаранционния срок приложение намира съответният раздел от Търговските условия.

VIII. WARRANTY PERIOD

Art. 8. (1). The Parties hereby agree that in respect of the warranty period shall apply the relevant section of the Commercial conditions.

IX. ГАРАНЦИЯ ЗА ИЗПЪЛНЕНИЕ

Чл. 9. (1). Страните се съгласяват, че за конкретната обществена поръчка не се изисква представяне на гаранцията за изпълнение.

IX. IMPLEMENTATION WARRANTY

Art. 9. (1). The Parties hereby agree that for the specific public contract shall not be required provision of a performance guarantee.

X. НЕИЗПЪЛНЕНИЕ И НЕУСТОЙКИ

Чл. 10. (1). В случай че някоя от страните не изпълни свое задължение съгласно договора, изправната страна има право на неустойка съгласно условията, предвидени в съответния раздел на Търговските условия.

(2). При всяко неспазване на определените срокове за изпълнение посочени в чл. 5 (2), Изпълнителят дължи неустойка за забава в размер на 0,5 % от стойността на месечната такса за поддръжка (позиция 00010 по-горе) за всеки календарен ден от забавата, но не повече от 8 % от стойността на месечната такса за поддръжка.

(3). При всяко неспазване на определените срокове за изпълнение посочени в чл. 5 (3), Изпълнителят дължи

неустойка за забава в размер на 0,5 % от стойността на заявеното за всеки календарен ден от забавата, но не повече от 8 % от стойността на заявеното.

X. DEFAULT AND PENALTIES

Art. 10. (1). In the event that either party fails to fulfil its obligation under the contract, the non-defaulting party shall be entitled to receive penalty under the conditions laid down in the relevant section of the Commercial conditions.

(2). For any failure to comply with the fixed deadlines for implementation referred to in Article 5 (2), the Contractor shall pay a penalty for delay within 0,5% of the value of the monthly fee for maintenance (position 00010 above) for each calendar day of the delay, but not more than 8 % of the value of the monthly fee for maintenance.

(3). For any failure to comply with the fixed deadlines for implementation referred to in Article 5 (3), the Contractor shall pay a penalty for delay within 0,5% of the value of the requested for each calendar day of the delay, but not more than 8 % of the value of the requested amount.

XI. ТЕХНИЧЕСКИ ИЗИСКВАНИЯ

Чл. 11. (1). Приложимите технически изисквания са посочени в документ „ Технически изисквания към процедура № 222-EP-20-CI-Y-3 с предмет Предоставяне на техническа поддръжка, разработка на допълнителни функционалности или доработка на съществуващите и закупуване на допълнителни лицензи на софтуера за масов печат docType и docPIPE “, представляващ неразделна част от настоящия договор

(2). В случаите на изпълнение на дейности, за които се изисква Изпълнителят да притежава съответни лицензи, удостоверения, разрешителни и т.п., то той се задължава да поддържа валидността им за срока на действие на договора.

XI. TECHNICAL REQUIREMENTS

Art. 11. (1). The applicable technical requirements are referred in document „ Technical requirements for procedure 222-EP-20-CI-Y-3 with subject: Software maintenance, development of additional functionalities or modification of existing once and purchase of new licenses for mass printing software docType and docPIPE, which constitutes an integral part of this contract.

(2). In the cases of execution of activities for which is required the Contractor to hold appropriate licenses, certificates, authorisations and the similar, such Contractor shall be obliged to maintain their validity for the validity period of the contract.

XII. РАЗНИ

Чл. 12. (1). Адрес за кореспонденция и лица за контакт на Възложителя: п.к: [REDACTED]

(2). Адрес за кореспонденция и лица за контакт на на Изпълнителя: Адрес за кореспонденция: [REDACTED]

(3). При промяна на данните, посочени по-горе, Изпълнителят се задължава своевременно да информира Възложителя в писмена форма. В случай че Възложителят не бъде уведомен за настъпилата промяна, всяко съобщение, изпратено до Изпълнителя на посочения по-горе адрес, се счита за надлежно изпратено.

(4). Дефиниции – термините, използвани в договора, имат значението, посочено в дефинициите на Търговските условия, освен ако контекстът налага друго значение.

(5). 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 разрешаване от компетентния Районен, съответно Окръжен съд по седалището на Възложителя.

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

XII. MISCELLANEOUS

Art. 12. (1). Correspondence address and contact persons of the Assignor: postal code [REDACTED]

(2). Correspondence address and contact persons of the Contractor: Correspondence address: [REDACTED]

(3). In the event of changing the data referred to above, the Contractor shall be obliged to inform in a timely manner the Assignor in writing. In the event that the Assignor is not informed of the resultant change, each message sent to the Contractor at the address above shall be considered to be duly sent.

(4). Definitions - the terms used in the contract shall have the meaning given in the definitions of the Commercial conditions

unless the context otherwise requires.

(5). All disputes arising from the interpretation and the implementation of the hereby contract shall be settled by the Parties in a friendly manner by negotiations, consultations and mutually beneficial agreements. If such agreements cannot be achieved, the dispute shall be referred to the competent Regional, respectively District Court according to the domicile of the Assignor.

(6). This contract was signed in two identical copies, one for each of the parties.

XIII. ПРИЛОЖЕНИЯ

Чл. 13. (1). Всички приложения, посочени по-долу се включват в този договор по подразбиране и представляват неделима част от него.

(2). Страните се споразумяват за следния приоритет на документи, които имат обвързваща сила в отношенията им по настоящия договор, като при противоречие между разпоредби на отделните документи се прилага разпоредбата на документа от по-горен ред:

1. Настоящият договор
2. Технически изисквания към процедура № 222-EP-20-CI-Y-3 с предмет Предоставяне на техническа поддръжка, разработка на допълнителни функционалности или доработка на съществуващите и закупуване на допълнителни лицензи на софтуера за масов печат docType и docPIPE
3. Търговски условия към процедура № 222-EP-20-CI-Y-3 с предмет "Предоставяне на техническа поддръжка, разработка на допълнителни функционалности или доработка на съществуващите и закупуване на допълнителни лицензи на софтуера за масов печат docType и docPIPE"
4. Общи условия на закупуване на дружествата от групата EVN - Декември 2018;
5. Клауза за социална отговорност на дружествата от групата EVN - Януари 2011

XIII. APPENDICES

Art. 13. (1). All attachment referred to below shall be included in this contract by default and form an integral part thereof.

(2). The Parties hereby agree on the following priority of documents which have binding force in their relations under this contract and in case of a conflict between the provisions of the individual documents shall apply the provision of the document from the upper line:

1. This contract
2. Technical requirements for procedure 222-EP-20-CI-Y-3 with subject: Software maintenance, development of additional functionalities or modification of existing once and purchase of new licenses for mass printing software docType and docPIPE
3. Commercial conditions to procedure № 222-EP-20-CI-Y-3 with subject: Software maintenance, development of additional functionalities or modification of existing once and purchase of new licenses for mass printing software docType and docPIPE
4. General Purchasing Terms and Conditions of EVN Group Companies - January 2011;
5. Social Responsibility clause of EVN Group Companies - January 2011

ВЪЗЛОЖИТЕЛ / ASSIGNOR:

[Redacted signature box]



[Redacted signature box]

ИЗПЪЛНИТЕЛ / CONTRACTOR:

[Redacted signature box]

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Output- und Informations-
technologie Consulting GmbH
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Tel.: +43 (0)2274 2871

[Redacted signature box]

[Redacted signature box]

[Redacted signature box]

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.
- (edition December 2018)

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)