

EVN Bulgaria Elektrorazpredelenie EAD
37, Christo G. Danov St. BG - 4002 Plovdiv

ITF EDV FROESCHL GmbH

HAUSERBACH 8
D-93194 WALDERBACH

Value contract

order number / date
4600004017 / 24.01.2017

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

Информацията е заличена
съгласно чл. 2 и чл. 4 от ЗЗЛД

supplier data

supplier number:
2120

basis for order:
art 112, par 1 from PPA and DECISION
№ 424-EP-16-CI-Д-З/Р1/29.08.2016.

contact person:

Информацията е заличена
съгласно чл. 2 и чл. 4 от ЗЗЛД

order data

payment conditions:
45 days from invoice date (vendors)
billing address:
EVN Bulgaria Elektrorazpredelenie EAD
37, Hristo G. Danov
BG-4000 Plovdiv
place of fulfillment:
EVN Bulgaria
ELEKTORAZPREDELENIE EAD
Kuklensko Shose 5
BG-4004 Plovdiv

contract period:
23.02.2017 - 28.02.2020

subject of order:

Purchase of additional licenses, development of new functionalities, as well as provision of related services consisting of consulting, trainings, and software assurance regarding the implemented system for distant reading of measuring devices FROESCHL

target value in EUR without VAT

409.000,00

EVN Bulgaria Elektrorazpredelenie EAD

page 1 of 11

EVN Bulgaria Elektrorazpredelenie EAD
37, Christo G. Danov St.
BG - 4002 Plovdiv
Tel: + 359 7001 7777
Fax: + 359 32 278 500
e-mail: info@evn.bg
www.evn.bg

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

Информацията е заличена
съгласно чл. 2 и чл. 4 от ЗЗЛД

item	material	quantity	unit	name	price per unit	net value EUR
00010		1	items	Софтуерна поддръжка/Software maintenance към (актуален лицензен каталог + тестова система + клиент лайсънс) to (current license catalog + test system+client license)	67.091,56 EUR	67.091,56
00020		1	items	Нови лицензи / New licenses за увеличаване на броя на отчитаните измервателни уреди от 30 000 на 35 000/ to increase the reported number of meters from 30 000 to 35 000	21.363,64 EUR	21.363,64
00030		1	items	Нови лицензи / New licenses за увеличаване на броя на автоклиентите /за 1 автоклиент/ to increase the number of autoclients /per 1 autoclient/	14.309,09 EUR	14.309,09
00040		1	Days	Ставка за обучение / Training rate на група от до 10 човека, на територията на Възложителя в Република България, на ден for a group of up to 10 people in the territory of the Contracting Authority in the Republic of Bulgaria, per day	1.850,00 EUR	1.850,00
00050		1	Hour	Ставка за консултант-разработчик / Rate consultant developer	110,00 EUR	110,00
00060		1	items	Пътни разходи /All-in travel costs to and from Bulgaria - a lump sum in EUR, per employee, for a return trip to Bulgaria, with a duration of up to 3 (three) days, covering all incurring expenses (plane ticket, accommodation, business trip daily rates.)	1.000,00 EUR	1.000,00
00070		1	items	Други нови лицензи /Other new licenses софтуерна поддръжка на нови лицензи, разработки на допълнителни функционалности software maintenance of new licenses, development of additional services	1,00 EUR	1,00

Днес/ On this day of 23.02.2018, се сключи настоящият договор между/this contract was concluded between

ЕВН България Електроразпределение ЕАД, със седалище и адрес на управление гр. Пловдив, ул. Христо Г. Данов №37, вписан в Търговския регистър на Агенцията по вписванията ЕИК.115552190, ИН по ДДС: BG 115552190, представлявано от всеки двама от членовете на Съвета на директорите: Роналд Брехелмахер, Гочо Чемширов и Костадин Величков, наричани по-нататък ВЪЗЛОЖИТЕЛ,
EVN Bulgaria Elektorrozpredelenie EAD, 37 Hristo G. Danov str.,4000 Plovdiv, entered in the Trade register of the Registry Agency, with EIC No 115 552 190, VAT No BG 115 552 190, represented by every two of Board of Directors: Ronald Brecheimacher, Gocho Tcheshshirov, Kostadin Velichkov, hereinafter referred to as Contracting authority,

и
and

Sagemcom-Froeschl GmbH (с предходно наименование ITF-EDV-Froeschl GmbH) със седалище гр. Валделрбах - 93194, ул. Хаузербахштр. № 7, НРБ 5677, ИН по ДДС: DE811720465, представлявано от Томас Брукбауер-Управител, наричан по-нататък ИЗПЪЛНИТЕЛИ
Sagemcom-Froeschl GmbH (with old name ITF-EDV-Froeschl GmbH), having its domicile and registered office address at №7,

Hauserbachstr. in the town of 93194-Walderbach, with the commercial register Nr.HRB 5677, VAT ID: DE811720465, represented by Thomas Bruckbauer - General Manager, hereinafter referred to as CONTRACTOR,

Чл.1. ПРЕДМЕТ

(1). Възложителят възлага услугите чрез Заявка за Поръчка, а ИЗПЪЛНИТЕЛЯТ приема да извърши: Закупуване на допълнителни лицензи, разработка на нови функционалности, както и предоставяне на свързани с това услуги за консултации, обучения и софтуерна поддръжка относно изградена система за дистанционно отчитане на измервателни уреди FROESCHL, съгласно чл.10.(3).2. от настоящия договор.

Лицензите са стандартен софтуер, които са записани на технически носител и са предназначени за масова употреба, като не отчитат спецификите в дейността на конкретния потребител. Софтуерната поддръжка е услуга, извършвана по електронен път за доставения продукт, като се отнася също и за актуализацията му по електронен път.

Възложителят придобива само права по използването на софтуера във връзка с дейността си, като няма права за копиране, възпроизвеждане, разпространение, изменение, публично показване или други форми на търговско използване.

Art. 1. SUBJECT

(1). The CONTRACTING AUTHORITY shall assign services through an Purchase Order and the CONTRACTOR agrees to perform the following: Purchase of additional licenses, development of new functionalities, as well as provision of related services consisting of consulting, trainings, and software assurance regarding the implemented system for distant reading of measuring devices FROESCHL, pursuant to Article 10. (3).2. hereunder.

Licenses are standard software, which are recorded on technical media and are intended for general use and not taking into consideration the specific activities of the actual user. Software maintenance is a service, which is performed electronically for the supplied product and its update as well. The CONTRACTING AUTHORITY has just the right to use the software product in connection with its own activity, and has no rights for copying, reproduction, distribution, modifying, public exhibition or other forms of commercial use.

Чл.2. СТОЙНОСТ

(1). Приблизителната и необвързваща стойност на договора възлиза на 409 000.00 (словом: четиристотин и девет хиляди) евро, без включен ДДС, които се равняват на 799 934,47 (словом: седемстотин деветдесет и девет хиляди деветстотин тридесет и четири и 0,47) лева без ДДС.

Art. 2. VALUE

(1). Estimated and non-binding contract value amounts to 409 000,00 (say: four hundred and nine thousand) EUR, VAT excluded, which equals to 799 934,47 (say: seven hundred and ninety-nine thousand nine hundred thirty-four and 0.47) BGN, VAT excluded.

Чл.3. ЦЕНОВИ УСЛОВИЯ

(1).Единичните договорени цени за позиция от 00010 до 00060, без включен ДДС, посочени по-горе са твърди за срока за изпълнение на договора

(2). Единичните договорени цени за позиция 00070 - Закупуване на нови лицензи, поддръжка на нови лицензи, разработки на допълнителни функционалности извън посочените в поз. 00010 до поз. 00060 по-горе, се определят като след уточнение на съответния компонент Изпълнителят изпраща оферта на Възложителя с посочена цена и срок на доставка/изпълнение, която, в случай че бъде приета от Възложителя и потвърдена чрез конкретна заявка за доставка, става неразделна част от настоящия договор.

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

Art. 3. PRICE TERMS

(1).The agreed prices per unit for positions from 00010 to 00060, VAT excluded, referred to above, shall be firm for the duration of the contract

(2). The agreed unit prices for pos. 00070 - Purchasing of new licenses, maintenance of new licenses, development of additional services different from the enlisted in pos.00010 till pos. 00060 from above, are defined as after clarification of the corresponding component, the Contractor sends an offer to the Contracting authority with specified price and delivery date, which in case accepted by the Contracting authority, and confirmed by a separate call-off order, will be an integral part of this contract.

(3). The prices per unit, as agreed herein, shall include all costs and expenses (travel expenses, accommodation, daily allowances and other) necessary for the implementation of this contract.

Чл.4. СРОКОВЕ

(1). Договорът се сключва за периода до 28.02.2020, или до изчерпване на стойността съгл. Чл. 2, като меродавно е

събитието, което настъпи по-рано във времето.

(2). Срокът на доставка за нови лицензи е до 7 дни след Заявка

(3). Срокът за тестване на нов лиценз е до 3 месеца след инсталация, като за този период не се дължи такса за поддръжка.

(4) Срокът за разработки на допълнителни функционалности се договаря между страните за всеки един конкретен случай

(5). Срокът на изпълнение на Заявката съгласно т.(2), започва да тече от датата на изпращане и се счита за потвърдена от ИЗПЪЛНИТЕЛЯ ако е изпратена на посочените по долу в чл.9 факс или e-mail на ИЗПЪЛНИТЕЛЯ.

Art. 4. TIME FRAMES

(1) The contract is concluded for the period till 28.02.2020, or till reaching the target value according to art. 2, whereas relevant for the end of this contract will be the event which occurs earlier.

(2). The delivery time for a new license is up to 7 days after purchase order

(3). The trial period of testing for a new license is up to 3 months after installation and during this period no maintenance fee is due.

(4). The delivery/execution time for developing of new functionalities is to be negotiated between the parties for each specific case

(5). An Order execution term, as per item (2), shall begin to run from the date of sending and shall be considered as accepted by the CONTRACTOR if the order is sent by e-mail or fax mentioned below in art.9

Чл.5. НЕУСТОЙКИ

(1). При неспазване на срока за изпълнение по чл.4 (2) и/или (4) от настоящия договор, ИЗПЪЛНИТЕЛЯТ дължи на ВЪЗЛОЖИТЕЛЯ неустойка с обезщетителен характер, в размер на 0,5 % на ден, до 8,0% от стойността на 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.

Art. 5. FORFEITS

(1). In the event of failure to comply with the execution period under Article 4 (2) and/or (4) hereto, the CONTRACTOR shall pay the CONTRACTING AUTHORITY a forfeit with compensatory nature of 0.5% per day, up to 8.0% of the total value of the order. The forfeit shall be deducted from the obligation due to the supplier, after sending an information notice (forfeit document of a compensatory nature) by the CONTRACTING AUTHORITY;

(2). Forfeit payment does not deprive the non-defaulting party the right to seek compensation for damages and lost profits above the amount of the forfeit.

Чл.6. ПЛАЩАНЕ

(1). По банков път, след предоставяне и приемане на услугата, получаването на фактурата, всички свързани с това такси се разделят симетрично между страните.

(2). За поддръжка на системата: два пъти годишно на всеки 6 месеца до 10 календарни дни от датата на получаване на фактурата и приемо-предавателен протокол. Стойността на поддръжката за позиция е 9 % от стойността на лицензионния каталог на продуктивната система + тестовата система (представляваща 10% от стойността на продуктивната система) + 3% поддръжка за потребителите в системата (6 + 1 безплатен потребителя до продуктивната и тестовата система).

(3). Фактурата за поддръжка се издава последния работен ден от последния месец на всеки шестмесечен период.

(4). Всяка една фактура за поддръжка трябва да бъде задължително придружавана с актуален лицензен каталог към датата и на издаването и.

(5). За допълнителни лицензи, разработка на нови функционалности, както и предоставяне на свързани с това услуги за консултации, обучения и др. до 45 календарни дни след приемо-предавателен протокол и фактура.

(6). Плащанията по настоящия договор не могат да надхвърлят посочената в чл.2 стойност.

(7). Данък при източника: Има общ данък при източника върху услугите и лицензите предоставяни от чуждестранни доставчици на услуги в България, който възлиза на максимално 10% от дължимата сума за плащане, в зависимост от конкретното споразумение със страната на произход на доставчика на услугата. Въз основа на договора за избягване на двойното данъчно облагане, размерът на данъка при източника, може да се изиска обратно от изпълнителя от българските данъчни органи чрез съответната процедура.

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, от които произхождат съответните доходи“ 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: **Информацията е заличена съгласно чл. 2 и чл. 4 от ЗЗЛД** едния адрес: България, 4000-Пловдив, ул. Христо Г. Данов 37, на вниманието на В.Параскевова / Е.Иванова. Възложителят удържа данък при източника съгласно приложимото българско законодателство и съответната СИДДО.

(8). Плащането на фактурите не означава признаване на редовността на доставката на ИЗПЪЛНИТЕЛЯ и това не означава отказ от полагащи се на ВЪЗЛОЖИТЕЛЯ претенции, произтичащи от незадоволително изпълнение, гаранции и обезщетения.

Art. 6. PAYMENT

- (1). By bank transfer, after delivery and acceptance of services, receipt of invoice, all bank charges are split symmetrically between the parties.
- (2). For the maintenance of the system: twice per year on each 6 months, up to 10 calendar days from the date of receipt of the invoice and acceptance protocol. The cost of maintenance is 9% of the value of licensing catalog productive system + test system (representing 10% of the productive system) + 3% maintenance for the system users (6 + 1 costless users to test and productive system).
- (3). The invoice for maintenance is issued on last working day of the last month of each six-month period.
- (4). Any one invoice for maintenance must be accompanied with valid license catalog at the date of issue.
- (5). For additional licenses, development of new functionalities, as well as provision of related services consisting of consulting, trainings and ets. within 45 calendar days from the date of acceptance protocol and Invoice.
- (6). Payments under this contract may not exceed the value specified in Article 2.
- (7). Withholding tax: There is a general withholding tax on the services and the licenses provided by foreign service providers in Bulgaria, amounting to a maximum of 10% of the amount due for payment, depending on the specific agreement with the country of origin of the service provider. Based on the agreement for avoidance of double taxation, the amount of the withholding tax may be requested back by the contractor from the Bulgarian tax authorities through the respective procedure.

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 Contracting authority with:

- "Certificate of residence",
- "Declaration of a holder of the income",
- "Declaration for absence of a permanent establishment or fixed base in Bulgaria where the respective incomes originate from" and
- Excerpt from the public register, certifying eligibility for the signature of the person 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: verola.pardkova@evn.bg and elena.janeva@evn.bg and the original documents to the following address:

Информацията е заличена съгласно чл. 2 и чл. 4 от ЗЗЛД a. The Contracting authority shall deduct withholding tax pursuant to the applicable Bulgarian legislation and the relevant Convention for avoidance of double taxation.

(8). Payment of invoices not imply recognition of the regularity of delivery to the Contractor and does not means a refusal of accruing the CONTRACTING AUTHORITY claims arising from unsatisfactory performance guarantees and indemnities.

Чл.7. МЯСТО НА ИЗПЪЛНЕНИЕ

- (1). EVN България Електроразпределение ЕАД, гр. Пловдив, ул."Кукленско Шоце" №5, България.

Art. 7. PLACE OF EXECUTION

- (1). EVN Bulgaria Elektorazpredelenie EAD, the town of Plovdiv, 5, Kuklensko Shose str., Bulgaria.

Чл.8. ИЗИСКВАНИЯ КЪМ ИЗПЪЛНЕНИЕТО

- (1).Изпълнението се извършва съгласно условията на настоящия договор и при спазването на Техническите изисквания на ВЪЗЛОЖИТЕЛЯ - чл.10.(3)2.2.
- (2). Изпълнителят предоставя следните телефон: +49 9464 9400 52 и e-mail: support@froeschl.de за връзка при възникнала необходимост от спешна реакция
- (3). При необходимост от нов лиценз Възложителя изпраща запитване чрез факс или е-мейл, а Изпълнителя изпраща оферта на база стандартната си ценова листа, редуцирана с договорена отстъпка в размер на 34%, в която е детайлно описано ценообразуването на лиценза.

- (4). Възложителят потвърждава офертата със заявка за доставка, изпратена чрез факс или е-мейл до Изпълнителя.
- (5). Изпълнителят е длъжен да изпрати актуален лицензен каталог след всяка една покупка на допълнителен лиценз от Възложителя, най-късно към момента на изпращане на съответната фактура.
- (6). Изпълнителят е длъжен преди да предприеме каквито и да е действия по молба на Възложителя в съответствие с т. 3, параграф 6 от Приложение 1 да изпрати предварително за съгласуване оферта с описание на необходимите услуги и тяхната стойност
- (7). 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 (МОСМ, МЗ, МИЕ) или да предаде за приемане на лице, притежаващо съответните разрешителни, съгласно ЗУО и ЗООС.
- (8). Договорът да бъде изпълнен в съответствие с искванията 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).

Art.8. EXECUTION REQUIREMENTS

- (1) The implementation shall be carried out under the terms of this contract and in compliance with the technical requirements of the CONTRACTING AUTHORITY - art. 10. (3)2.2.
- (2). The Contractor shall provide the following phone: +49 9464 9400 52 and e-mail: support@froeschl.de to react when needed of emergency response
- (3). For each case of necessity of a new license the CONTRACTING AUTHORITY inquire by fax or e-mail, and the Contractor shall send an offer, based on his standard price list, reduced by a negotiated discount in the value of 34%, in which it is described in detail the pricing of the license.
- (4). The CONTRACTING AUTHORITY confirms the offer by purchase order, sent by fax or e-mail to the Contractor.
- (5). The Contractor is obligated to send current license catalog to CONTRACTING AUTHORITY after each purchase of an additional license no later than at the time of sending of the invoice
- (6). The Contractor is obliged to send an offer with all of needed services and their prices to be approved before any further actions requested by the CONTRACTING AUTHORITY in accordance with point 3 paragraph 6 of Annex 1.
- (7). If during the implementation of the agreed activities, a waste with hazardous and/or non-hazardous origin is generated, the Contractor is obligated to take it back, in case he has the necessary permits and approvals from the competent authorities (Ministry of Environment and Water of Bulgaria, МН, МЕЕ) or to forward it to a person holding an appropriate license under the Waste Management Act and the Environmental Protection Act (EPA).
- (8). The Contract shall be executed in accordance with the requirements of Art. 31 of Regulation (EC) № 1907/2006 of the European Parliament and of the Council of 18 December 2006, concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

Чл.9. ДРУГО

- (1). Изпълнителя издава Оригинална фактура с вписан номер на договор, с данни "ЕВН България Електроразпределение" ЕАД, гр.Пловдив, ул."Христо Г.Данов" №37, ЕИК: 115552190, ДДС № BG115552190 и приемо предавателен протокол, на вниманието на: Стойчо Вълчев
- (2). При издаването на фактура е нужно да бъде посочен ЕИК номерът на ВЪЗЛОЖИТЕЛЯ и на ИЗПЪЛНИТЕЛЯ, приложимата ставка на ДДС и сумата на данъка, а в случай на освобождаване от ДДС или когато ВЪЗЛОЖИТЕЛЯ е платец на данъка, допълнително следва да се упомене приложимата законова разпоредба. ИЗПЪЛНИТЕЛЯ се задължава да изпрати фактурата най-късно един ден след изготвянето ѝ на Ф + 359 32 278 503 или Е:

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- (5). При промяна на данните в предходната алинея ИЗПЪЛНИТЕЛЯ се задължава своевременно да информира ВЪЗЛОЖИТЕЛЯ в писмен вид, в противен случай всяка кореспонденция до горе указаните данни се счита за изпратена.
- (6). Всички съобщения, предизвестия и нареждания, свързани с изпълнението на този договор и разменени между ВЪЗЛОЖИТЕЛЯ и ИЗПЪЛНИТЕЛЯ са валидни, когато са изпратени по факс или e-mail посочени по-горе.
- (7). Не се допуска фактуриране на стоки от настоящия договор със стоки от други договори в една обща фактура.
- (8). Договора се сключва на в двуезичен формат на Български и Английски език, като в случай на спор валиден е текста на Български език.

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съгласно чл. 2 и чл. 4 от ЗЗЛД

(9). Прекратяване на Договора, в следните случаи:

1. Договорът може да бъде прекратен с изтичане на срока на Договора, включващ срока за изпълнение и предаване на доставките/услугите.;
2. Договорът може да бъде прекратен по взаимно писмено съгласие между страните.;
3. Възложителят има право незабавно да прекрати Договора, ако срещу Изпълнителя е открито производство по обявяване в несъстоятелност или е обявен в несъстоятелност, както и когато върху имуществото му е наложен заповест или възбрана за погасяване на дълг.;
4. В случаите на предсрочно прекратяване на договора, се заплащат приетите действително извършени дейности до момента на прекратяването му, за което се съставя двустранен протокол.;
5. Договорът може да бъде развален при забава и системно неизпълнение на задълженията, като Възложителят, преди прекратяване на договора, е длъжен да изпрати писмена покана за изпълнение, като изрично уговори в нея нов срок за изпълнение и в случай, че в новият срок за изпълнение, такова не последва, договорът се счита за развален от деня, следващ повторния срок.;
6. При частично неизпълнение Възложителят има право да претендира за неустойка за забава, ведно с изпълнение;

Art. 9. OTHER

(1). Contractor's original invoice issued with recorded contract number, with data EVN Bulgaria Elektrorazpredelenie EAD, the town of Plovdiv, 37, Hristo G. Danov str. UIC: 115552190, VAT ID: BG 115552190, Financially Responsible Person: Ronald Brechelmacher) and a delivery/acceptance protocol, to the attention of: Stoycho Valchev

(2). When an invoice is issued, it shall specify EIC of the CONTRACTING AUTHORITY and the CONTRACTOR, the applicable VAT rate, and the tax amount, and in case of VAT exemption, or when the CONTRACTING AUTHORITY is a tax payer, it should further contain the relevant legal provision. The CONTRACTOR is obliged to send the invoice one day after its

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(5). If the contact details stated in the previous paragraph change, the Contractor shall notify the CONTRACTING AUTHORITY in writing as soon as possible, otherwise any correspondence to the above specified contact details shall be considered sent.

(6). All messages, advance notices and orders relating to the execution of this contract and exchanged between the CONTRACTING AUTHORITY and the CONTRACTOR shall be considered valid if sent by fax or E-mail mention above.

(7). Invoicing of goods and products subject to this contract together with goods and products subject to other contracts in a single joint invoice shall not be allowed.

(8). The contract is concluded in a bilingual format Bulgarian and English, as in the case of a valid argument is the text of the Bulgarian language.

(9). Termination of the contract, due to the following cases:

1. The contract may be terminated upon the expiry of the Contract's term, which shall include the time limit for execution of the deliveries/services.;

2. The contract may be terminated by mutual written agreement between the parties.;

3. The Contracting Authority has the right to immediately terminate the Contract if proceedings have been opened against the Contractor of declaring bankruptcy or he has been declared insolvent, and in case his property has been put under seizure or foreclosure due to debt repayment.

4. In the case of contract termination before the appointed time, the actually performed activities by the time of the contract termination shall be paid for and a bilateral protocol shall be drawn up in that regards.;

5. The contract may be terminated in the event of delay and systematic non-fulfillment of obligations, and the Contracting Authority shall be obliged, before termination of the contract, to send a written invitation for the implementation, in which to point a new deadline for the implementation and if there is no implementation of the obligations in the newly fixed deadline, the Contract shall be considered terminated from the day following the last day of the new time limit set.

6. In case of a partial non fulfillment of the obligations the Contracting Authority shall be entitled to claim damages for delay, along with the performance.

Чл.10. ЗАКЛЮЧИТЕЛНИ РАЗПОРЕДБИ

(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 настоящият 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

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съгласно чл. 2 и чл. 4 от ЗЗЛД

съд по седалището на ВЪЗЛОЖИТЕЛЯ.

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

1. Настоящият договор

2. Приложения, неразделна част от настоящия договор:

2.1. Contractual services of FROESCHL, съгласно чл. 3 от Software Maintenance Agreement for the DP system by Froeschl licensed by the customer

2.2. Общи условия на закупуване на дружествата от групата EVN – Издание Януари 2011

2.3. Клауза за социална отговорност на дружествата от групата EVN – Издание Януари 2011

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

Art. 10. FINAL PROVISIONS

(1). For all unsettled in this contract issues shall apply the provisions of the existing legislation.

(2). All disputes arising from the interpretation and implementation of this contract shall be settled by the Parties in a friendly manner by negotiation, consultation and mutually beneficial agreements. If such can not be reached, the dispute shall be referred to the competent Regional, respectively District Court of the CONTRACTING AUTHORITY registered office.

(3). The sequence of documents in accordance to their importance is as follows:

1. The current Contract

2. Appendices constituting an integral part of the Contract:

2.1. Contractual services of FROESCHL, according to Art. 3 to Software Maintenance Agreement for the DP system by Froeschl licensed by the customer

2.2. General Purchasing Terms of the EVN Group Companies - Edition January 2011

2.3. Social Responsibility Clause of EVN Group Companies - Edition January 2011

(4). This contract was signed in duplicate, one copy for each of the parties.

Този Договор е изготвен от служителя на отдел "Снабдяване" : Гергана Димитрова

This contract was drawn up by a Purchase Department employee: Gergana Dimitrova

За ВЪЗЛОЖИТЕЛЯ/ For CONTRACTING AUTHORITY:

Информацията е заличена съгласно чл. 2 и чл. 4 от ЗЗЛД

За ИЗПЪЛНИТЕЛЯ/ For CONTRACTOR:

Информацията е заличена
съгласно чл. 2 и чл. 4 от ЗЗЛД

Информацията е заличена съгласно чл. 2 и чл. 4 от ЗЗЛД



General Purchase Conditions of the EVN Group

The following General Purchase Conditions shall apply unless otherwise stipulated in the order. Any terms and conditions of the contractor that have not been expressly acknowledged by the client will not be binding, even if the client has not expressly contradicted them.

1. Orders as well as modifications and amendments to the contract must be drafted in writing in order to be valid. Oral agreements will only be legally binding if they have been confirmed by the client in writing.
2. If the contractor has submitted an estimation of costs, its compliance shall be guaranteed unless the opposite is expressly stipulated in the estimation of costs.
3. The prices indicated in the order are fixed prices. Deliveries shall be free to the place of performance, packed, insured and unloaded. Any risks will only be transferred to the client once the delivery/services have been accepted as set out in the contract. The place of fulfilment is the delivery address indicated in the order.
4. Acceptance of a delivery/service will only be valid with the written confirmation of the client.
5. The contractor shall ensure that its personnel and the subcontractors engaged by it comply with the legal regulations pertaining to the protection of the life and health of employees and the environment. Workers may only enter those areas designated by the client. They must comply with the instructions issued by the client's construction or assembly supervisors. The contractor expressly undertakes to comply with its legal monitoring duties with regard to any foreign nationals employed by it or by its subcontractors as defined in the Law on the Employment of Foreign Nationals, Federal Law Gazette of the Republic of Austria 1, No. 218/1975 in its current, valid version. The contractor shall comply with these monitoring-duties before work commences by presenting all the corresponding documents (residence permits, work permits etc.) to the client without being prompted and shall hold the client and its bodies and employees free and harmless from any damage and/or liability resulting from a violation of these duties.
6. The contractor has a comprehensive duty to coordinate and collaborate with all those working at the construction site as set out in section 8 of the Employee Protection Act. Irrespective of the provisions of the Employee Protection Act, the contractor is also obliged to support EVN in its role as client and any persons in charge (coordinators, project managers) when fulfilling their duties in accordance with the Construction Coordination Act as best it can. In particular, it guarantees that the general principles of risk prevention set out in section 7 of the Employee Protection Act will be implemented and the safety and health protection plan will be adhered to. If the Construction Coordination Act is not applicable to the project in question, then the provisions of the Employee Protection Act shall apply in any case. The contractor shall hold the client and its bodies and employees free and harmless from any damage resulting from a violation of these duties.
7. The contractor guarantees that the delivery/service as stipulated in the contract shall be rendered free of defects. Statutory warranty provisions shall apply unless otherwise stipulated in the order. The warranty also covers any defects that arise during the agreed warranty period. The contractor is obliged to prove contractually fulfilment of the contract free from defects. When a defect is repaired, dismantling and reassembling costs as well as any additional costs arising shall be borne by the contractor.
8. The contractor is liable for all damage caused by actions or omissions on the part of the contractor, its personnel, its subcontractors or the contractor's other assistants related to or arising from the delivery or service and for damage caused by the materials or components utilized by the contractor. The contractor is also liable for any materials, building elements or other objects handed over by the client or other companies for assembly or safekeeping. In all cases, the contractor must prove that it or its personnel, subcontractors or the contractor's other assistants are not to blame. This applies both in the case of slight negligence and gross negligence. Upon first request, the contractor undertakes to hold the client free and harmless from any claims asserted by an employee or third party against the client related to damage caused during implementation of the contract.
9. The contractor is obliged to take out third party liability insurance at its own expense that covers all the liability risks described in legal provisions and ensuing from the contract. This insurance must also cover the third party liability requirements of the companies and persons engaged by the contractor to implement the contract.
10. A single copy shall be issued of each invoice accompanied by the order number and sent to the invoice address indicated in the order. The invoice must comply with tax regulations; in particular, the VAT number must be indicated and the amount payable in value-added tax shown separately. Invoices that do not comply with these prerequisites cannot be used to justify delays in payment and may be rejected by us. Provided the deliveries/services have been accepted as stipulated in the contract, the period allowed for payment will be determined once the invoices and/or all the documents pertaining to the delivery/service have been received by the issuer indicated in the order. Unless otherwise stipulated, only an overall invoice is permissible in the case of partial deliveries/partial services once the contract has been fully implemented. Payments generally take place only once a week on the Wednesday following the day payment is due (payment transaction day). Payments made according to this payment run are regarded as having been made on time for any agreed discounts trade discounts etc. and will not incur any interest on arrears if the period allowed for payment is exceeded. If the client delays payment, then the interest on arrears pursuant to article 1000, paragraph 1, last clause, Austrian Civil Code shall apply. Except for intention, no further claims for damage following delays in payment may be asserted.
11. Communications concerning assignments of claims must be sent in writing, not by fax or e-mail otherwise they are invalid, to the client's central accounting department and will become valid at the end of the second working day following receipt. The contractor expressly accepts that this processing period is reasonable. If a claim is assigned, the client is entitled to charge and withhold a fee for processing and record-keeping amounting to 1% of the assigned claim.
12. Provided this is legally permissible, the contractor's retention rights as set out in the Austrian Civil Code and/or the Austrian Companies Act are expressly waived. The client is entitled to set off its own claims, as well as claims asserted by companies in the client's company group, against



claims asserted by the contractor.

13. The contractor undertakes to maintain the confidentiality of all the information and documents provided (samples, drawings, sketches, electronic data, calculations and the like) that it learns of during its business relationship, to properly protect these items, to use them exclusively to implement the contract and not to grant third parties access to them unless such documents and information were already in the public domain or freely available. The original version of documents provided by the client shall be returned to the client upon acceptance of the deliveries/services and no copies thereof shall be retained by the contractor. The contractor may only publish project-related data or name the client as one of its clients with the written consent of the client. If the foregoing duties are violated, the contractor shall pay the client a contractual penalty amounting to EUR 25,000 for each instance of violation irrespective of blame and without prejudice to any other claims asserted by the client.
14. The contractor shall ensure that the deliveries/services comply with state-of-the-art technology. The contractor is liable for any resulting damage, in particular following loss of the availability, confidentiality or integrity of the client's IT systems and/or data.
15. The contractor is liable for ensuring that its deliveries/services do not violate third party industrial property rights. The contractor shall hold the client free and harmless from any claims asserted in this respect.
16. The contractor grants its explicit consent as set out in the Data Protection Law for data related to this transaction to be passed on to third parties if required (e.g. planning companies, co-owners of installations, insurance companies), however not to competitors. The contractor shall ensure that both its own employees and service providers adhere to provisions relating to this subject matter in these general purchase conditions and to legal provisions, in particular the Data Protection Law and sections 48a et seq. Stock Exchange Act. Their attention shall be drawn to the fact that a violation of the duty of care and the duty of confidentiality may result in claims for compensation and lead to criminal prosecution.
17. Provided this is permitted under the provisions of sections 25a, 25b of the Insolvency Code, the client is entitled to immediately withdraw from the contract in case of insolvency, excessive indebtedness or a tangible deterioration in the contractor's financial situation or if an application to initiate insolvency proceedings in respect of the contractor's assets is rejected because of a lack of assets to cover the costs of the proceedings. If the client withdraws from the contract, it will only be liable to pay for the work or services already rendered by the contractor, provided they are usable by the client for the agreed purpose of the contract. Under no circumstances will it be liable to pay more than this proportionate sum.
18. The client is entitled to assign the contract with all its rights and duties to a company in the EVN Group and to make it binding upon said company. The contractor may not assign the contract or parts thereof to third parties and/or engage subcontractors without the prior, written consent of the client.
19. The exclusive place of jurisdiction for both contracting parties is the court with jurisdiction in Vienna Innere Stadt. However, the client is also entitled to take legal action against the contractor at the latter's general place of jurisdiction. Austrian substantive law shall apply to the exclusion of UNCITRAL trade law and the provisions on the choice of applicable law under private international law. The contract language is German.
20. If any single provision in these general purchase conditions is or becomes completely or partially invalid or unenforceable then this will not affect the validity of the remaining provisions. The parties agree to replace the invalid or unenforceable provision with a provision that comes closest to achieving what the parties originally intended when they drafted the invalid or unenforceable provision in accordance with the sense and purpose of the agreement.

(edition October 2010)



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)