

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

TRANTER INTERNATIONAL AB

REGEMENTSGATAN 32 Box1325
SE-462 28 VANERSBORG

Purchase order

order number / date
4500168102 / 14.08.2015

contact person resp. dept.:
Energy Production

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

supplier data

supplier number:
2620
offer number:
776/ negotiations dated 31.07.2015r
basis for order:
art. 41, par. 1 of the PPA and DECISION
№ 283-TP-15-TE-Y-3/P3/03.08.2015

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

order data

payment conditions:
45 days from invoice date (vendors)
billing adress:
EVN BULGARIA TOPLOFIKATSIA EAD
37, Hristo G.Danov str
Plovdiv, Bulgaria
place of fulfilment:
EVN Bulgaria TP EAD

Vasil Levski 236
BG-4003 Plovdiv

delivery date / performance date:
09.11.2015

subject of order:

Repair of plate heat exchanger, model SPW-100, of grid water system of
co-generation heating plant of EVN Bulgaria TP EAD Ремонт на пластинчат
топлообменник, модел SPW-100

order value in EUR without VAT

60.000,00

EVN Bulgaria Toplofikatsia EAD

page 1 of 10

EVN Bulgaria Toplofikatsia EAD
37, Christo G. Danov St.
BG - 4002 Plovdiv
Tel: + 359 7001 7777
Fax: + 359 32 901 340
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): 115016602
VAT ID No: BG115016602

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item	material	quantity	unit	name	price per unit	net value EUR
00010		1	items	Вътрешен елемент SPW-100-H-08-426-1	54.150,00	54.150,00
	An internal element for heat exchanger type SPW-100-H-08-426-1-1-R, according to manufacturer's specification - order 100304, drawing 100 21 00021					
00020		1	items	Ремонт на топлообменник	2.850,00	2.850,00
	с включени изпитания и проверки на плътност и якост / Repair of heat exchanger including tests and checks for density and strength					
00030		1	items	Транспортна опаковка	1.000,00	1.000,00
	Transport packaging and preparation for sending the heat exchanger					
00040		1	items	Транспорт на топлообменника	2.000,00	2.000,00
	Transporting the heat exchanger to the address specified by the CONTRACTING AUTHORITY					

Днес, 23.10.2015....., се сключи настоящият договор между:

ЕВН България Топлофикация ЕАД, със седалище и адрес на управление гр.Пловдив, ул. Христо Г.Данов №37, вписан в търговския регистър на Агенцията по вписванията ЕИК 115016602, ИН по ДДС: BG 115016602, представлявано чрез всеки двама от членовете на съвета на директорите, в състав: Робърт Дик, Жанет Стойчева и Симо Симов, наричано по-нататък ВЪЗЛОЖИТЕЛ

и

Tranter International AB със седалище и адрес на управление Швеция, Regementsgatan 32, box 1325, SE-462 28 Vänersborg, вписан в търговския регистър на Агенцията по вписванията с ЕИК VAT No.: SE 556559-176401, представлявано от Ланц Торбьорн - член на съвета на директорите, наричано по-нататък Изпълнител.

Today, this contract was concluded between the parties:

EVN Bulgaria Toplofikatsia EAD, with seat and registered address: Plovdiv, 37, Hristo G. Danov Str., listed in the Commercial register of the Registry Agency under company code 115016602, VAT No.: BG 115016602, represented jointly by any two members of the Board of Directors, namely: Robert Dick, Jeanette Stoitschewa and Simo Simov, hereinafter referred to as the CONTRACTING AUTHORITY

and

Tranter International AB with seat and registered address: Regementsgatan 32, box 1325, SE-462 28 Vänersborg, Sweden listed in the Commercial register of the Registry Agency VAT No.: SE 556559-176401, represented by Lantz Torbjorn – member of the Board, hereinafter referred to as the CONTRACTOR.

I. ПРЕДМЕТ

Чл.1(1). Възложителят възлага, а Изпълнителят приема да извърши "Ремонт на пластинчат топлообменник, модел SPW-100 от система за мрежова вода на когенерационна топлоцентрала на ЕВН България Топлофикация ЕАД", съгласно условията на настоящия договор.

I. SCOPE

Art.1(1). The CONTRACTING AUTHORITY hereby assigns, and the Contractor agrees execute Repair of plate heat exchanger, model SPW-100, of grid water system of co-generation heating plant of EVN Bulgaria Toplofikatsia EAD" pursuant to the

terms and conditions hereof.

II. СТОЙНОСТ

Чл.2(1). Стойността на договора, възлиза на 60 000,00 (словом: шестдесет хиляди) евро без ДДС.

II. VALUE

Art.2(1). Contract value shall amount to EUR 60 000,00 (in words: sixty thousand) exclusive of VAT.

III. ЦЕНОВИ УСЛОВИЯ

Чл.3(1). Всички единични цени са посочени в протокола от договарянето, проведено между страните, и включват всички транспортно-командировъчни разходи, разходи за нощувки, дневни, осигуряване на персонал, организиране и ръководене на процеса по ремонта и подмяна, провеждане на изпитания и осигуряването на специализиран инструмент, необходим за дейностите по ремонт, извършени в работилница на Изпълнителя, както и всички останали разходи във връзка с изпълнението на договора. Допълнителни, извън включените в единичните цени разходи, няма да бъдат заплащани от Възложителя.

(2). Всички цени са окончателни, фиксирани за срока на договора, без ДДС и съгласно позиции от 00010 до 00040, посочени по-горе.

III. PRICE TERMS

Art.3(1). All unit prices are stated in the protocol from negotiations between the parties, and include all expenses for transport, accommodation, daily allowance, staffing, organizing and managing the process of repair and replacement, testing performance and providing required specialized instruments for repair activities, carried out in the Contractor's workshop and other expenses of the Contractor in relation to the contract. Any additional costs, except those included in the unit prices, will not be covered by the CONTRACTING AUTHORITY.

(2). All prices shall be final and fixed for the duration of contract, exclusive of VAT and according to positions from 00010 to 00040 mentioned here above.

IV. МЯСТО НА ИЗПЪЛНЕНИЕ

Чл.4(1). Мястото на изпълнение на договора е в ремонтна база на Изпълнителя

IV. PLACE OF PERFORMANCE

Art.4(1). The place of contract performance shall be the repair workshop of the Contractor.

V. СРОКОВЕ

Чл.5(1). Срокът на изпълнение на услугата, предмет на настоящия договор, е до 09.11.2015 г.

V. DEADLINES

Art.5(1). The deadline for implementation of the service, covered by this contract is until 09.11.2015.

VI. ПЛАЩАНЕ

Чл.6(1). Плащането между страните се извършва при спазване на условията, уговорени в съответния раздел от Търговските условия.

(2). Плащането от страна на Възложителя се извършва в срок до 45 (четиридесет и пет) календарни дни след изпълнение на условията за реализиране на плащане от съответния раздел на търговските условия.

(3). Плащането по настоящия договор не може да надхвърли стойността на договора, определена в Чл. 2(1). от настоящия договор.

(4). Плащането се извършва 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; (iv) транспортен документ; (v) доклад от изпитанията и проверките за плътност и якост. Срокът за плащане започва да тече от датата, на която бъде изпълнено и последното от посочените по-горе условия.

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- (5). 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.
- (6). 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, (iii) номер на Заявката за доставка, (iv) транспортен документ и (v) доклад от изпитанията и проверките за плътност и якост.
- (7). 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.
- (8). 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.
- (9). 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

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VI. PAYMENT

Art.6(1). Payment between the parties shall be made in compliance with the provisions of the relevant section of the Commercial Terms of Reference.

- (2). Payment on the part of the CONTRACTING AUTHORITY shall be made within 45 (forty five) calendar days subject to the payment terms and conditions stipulated in the relevant section of the Commercial Terms of Reference.
- (3). The payment hereunder shall not exceed the contract cost specified in Art. 2(1). hereof.
- (4). The payment shall be made by the CONTRACTING AUTHORITY via a bank transfer to an account specified by the Contractor. The CONTRACTING AUTHORITY shall not make any payments in advance. The CONTRACTING AUTHORITY 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 authorized representatives of the parties; and (iii) the original invoice, complying with the requirements of the CONTRACTING AUTHORITY and the applicable regulations. The payment term starts as of the date on which the last of the conditions set out above shall to be executed.
- (5). Payment on the part of the CONTRACTING AUTHORITY 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.
- (6). When an invoice is issued the following shall be indicated (i) UIC number and VAT ID No. of the CONTRACTING AUTHORITY 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 is specified, (iii) number of the Delivery order, (iv) transport document and (v) report of tests and checks for density and strength
- (7). The original invoice together with a signed Delivery Protocol for delivery executed and a copy of the respective Delivery order shall be sent to the attention of contact persons of the CONTRACTING AUTHORITY, referred to in the contract.
- (8). 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.
- (9). 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 to the CONTRACTING AUTHORITY "Certificate for residence", "Declaration for a holder of the income", "Declaration for absence of a place of business activity or a base in Bulgaria" and an extract from the entries in a public register, certifying eligibility for the signature of the person signed both

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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 agreed hereunder, the parties shall have the rights and obligations set forth in the Commercial Terms of Reference.

VIII. ГАРАНЦИОНЕН СРОК

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

(2). Гаранционният срок на приетите услуги е 24 месеца, след датата на доставка (ППП на място на доставка в България).

VIII. WARRANTY PERIOD

Art.8(1). The parties agree that, in respect of the warranty period, the relevant section of the Commercial Terms of Reference shall apply.

(2). The warranty period of the agreed service is 24 months after the date of delivery (acceptance protocol on site in Bugaria).

IX. ГАРАНЦИЯ ЗА ИЗПЪЛНЕНИЕ

Чл.9(1). Страните се съгласяват, че по отношение на гаранцията за изпълнение приложение намира съответния раздел от Търговските условия.

(2). При подписване на договора Изпълнителят предоставя гаранция за изпълнение на договора в размер на 5 % от стойността на договора.

(3). Срокът на валидност на предоставената гаранция за изпълнение е равен на срокът за изпълнение на услугата, съгл. чл. 5.(1). + гаранционния срок, съгл. чл. 8.(2). + 30 дни, т.е. до 06.12.2017г.

IX. BANK GUARANTEE FOR THE WARRANTY PERIOD

Art.9(1). The parties agree that, in respect of the Bank guarantee for the warranty period, the relevant section of the Commercial Terms of Reference shall apply.

(2). On contract signing, the Contractor shall submit a Bank guarantee for the warranty period for 5% of the contract cost.

(3). The validity period of the Bank guarantee for the warranty period shall be equal to the period for service execution, according to art. 5.(1) + warranty period, according to art. 8.(2) + 30 days, i.e. till 06.12.2017.

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 неспазване на срока за изпълнение на услугата с повече от 14 календарни дни, Изпълнителят дължи неустойка, в размер на 0,5% на ден, до 8% от стойността на договора, считано от 15 календарен ден. Неустойката се прихваща от задължението към доставчика след изпращане на уведомително писмо (документ за неустойка с обезщетителен характер) от ВЪЗЛОЖИТЕЛЯ.

X. NONPERFORMANCE AND PENALTIES

Art.10(1). If either party fails to meet any of its respective obligations hereunder, the aggrieved party shall be entitled to a forfeit according to the provisions of the relevant section of the Commercial Terms of Reference.

(2). In case, that the deadline for execution of the service exceeds 14 calendar days, then the Contractor shall be liable for a delay penalty of 0.5% per day, up to 8% of the value of the contract, calculated from the 15 calendar day. The penalty shall be deducted from the obligations toward the supplier after sending a notification letter (document constituting damages with compensatory nature) by the CONTRACTING AUTHORITY

XI. ТЕХНИЧЕСКИ ИЗИСКВАНИЯ

Чл.11(1). Приложимите технически изисквания към доставката са посочени в документа Технически изисквания към

процедура на договаряне с обявление за възлагане на обществена поръчка 283-TP-15-TE-Y-3, с предмет: "Ремонт на пластинчат топлообменник, модел SPW-100 от система за мрежова вода на когенерационна топлоцентрала на ЕВН България Топлофикация ЕАД", представляващ неразделна част от настоящия договор.

XI. TECHNICAL REQUIREMENTS

Art.11(1).Applicable technical requirements are stated in the document Technical requirements of Reference for Public Procurement Procedure No.,283-TP-15-TE-Y-3 with subject : "Repair of plate heat exchanger, model SPW-100, of the grid water system of co-generation heating plant of EVN Bulgaria Toplofikatsia EAD "representing an integral part hereof.

XII. РАЗНИ

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Тел: 0800 20 7 000, имейл: Тел.Служба@evn.bg

- (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 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 съд по седалището на ВЪЗЛОЖИТЕЛЯ.
- (6). Настоящият договор се сключи в два еднообразни екземпляра, по един за всяка от страните.

XII. MISCELLANEOUS

Art.13(1). CONTRACTING AUTHORITY

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

- (3). In the event of change of aforementioned details, the Contractor shall notify the CONTRACTING AUTHORITY in writing without undue delay. If the CONTRACTING AUTHORITY is not notified, any communication to the Contractor sent to the aforementioned address shall be deemed duly delivered.
- (4). Definitions and terms used in this contract shall have the meanings assigned to them in the definitions of the Commercial Terms of Reference, unless the context otherwise requires.
- (5). All disputes related to contract interpretation and performance shall be settled in good faith by negotiations, consultations and mutually beneficial agreements. If such agreements cannot be reached, the dispute shall be referred for settlement by the competent regional, district court at CONTRACTING AUTHORITY's domicile.
- (6). This contract is drawn up in duplicate, 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. Настоящия договор
2. ПРОТОКОЛ ОТ ДОГОВАРЯНЕТО към процедура на договаряне № 283-TP-15-TE-Y-3, с предмет: "Ремонт на пластинчат топлообменник, модел SPW-100 от система за мрежова вода на когенерационна топлоцентрала на ЕВН България Топлофикация ЕАД
3. Технически изисквания към процедура на договаряне № 283-TP-15-TE-Y-3, с предмет: "Ремонт на

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пластинчат топлообменник, модел SPW-100 от система за мрежова вода на когенерационна топлоцентрала на EVN България Топлофикация ЕАД

4. Търговски условия към процедура на договаряне с обявление № 283-TP-15-TE-Y-3, с предмет: " Ремонт на пластинчат топлообменник, модел SPW-100 от система за мрежова вода на когенерационна топлоцентрала на EVN България Топлофикация ЕАД"

5. Общи условия на закупуване на дружествата от групата EVN - Януари 2011;

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

XIII. ANNEXES

Art.13(1). All annexes listed here below are incorporated in this contract be reference and shall constitute integral parts hereof.

(2). The parties agree that the binding documents shall have the following order of priority:

1. This contract

2. NEGOTIATION PROTOCOL to procedure with announcement for public procurement order awarding № 283-TP-15-TE-Y-3, with object: Repair of plate heat exchanger, model SPW-100, of grid water system of co-generation heating plant of EVN Bulgaria Toplofikatsia EAD

3. Technical requirements to procedure with announcement for public procurement order awarding № 283-TP-15-TE-Y-3, with object: Repair of plate heat exchanger, model SPW-100, of grid water system of co-generation heating plant of EVN Bulgaria Toplofikatsia EAD

4. Commercial Terms of Reference for Public Procurement Procedure № 283-TP-15-TE-Y-3, with subject: Repair of plate heat exchanger, model SPW-100, of grid water system of co-generation heating plant of EVN Bulgaria Toplofikatsia EAD

5. General Terms and Conditions of Purchase of ENV Group Companies - January 2011;

6. Integrity Clause of ENV Group Companies - January 2011

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

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Информацията е заличена съгл. 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.

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