

EVN Bulgaria Toplofikatsia EAD  
37, Christo G. Danov St. BG - 4000 Plovdiv

Consortium SIT AB and Siemens EOOD

Kukush 2  
BG-1309 Sofia

## Purchase order

order number / date  
4500271146 / 23.05.2018

contact person resp. dept.:  
TN - Maintenance and repair

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

## supplier data

supplier number:  
15663  
offer number:  
3616/23.04.2018  
basis for order:  
Decision of the board of directors  
379-TP-17-TE-Y-3-P3/22.05.2018  
contact person:

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

## order data

payment conditions:  
within 30 days  
billing adress:  
EVN Bulgaria Toplofikatsia EAD  
37, Christo G. Danov St.  
4003 Plovdiv, Bulgaria

place of fulfilment:  
EVN Bulgaria Toplofikatsia EAD

Vasil Levsky St. 236  
BG-4003 Plovdiv

delivery date / performance date:  
24.09.2018

## subject of order:

Update of Simatic PCS7 in Plovdiv CoGeneration Heating Plant

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**order value in EUR without VAT**

**270.000,00**

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EVN Bulgaria Toplofikatsia EAD

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EVN Bulgaria Toplofikatsia EAD  
37, Christo G. Danov St.  
BG - 4000 Plovdiv  
Tel: + 359 7001 7898  
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

CF-YV

Handwritten signature

item	material	quantity unit	name	price per unit	net value EUR
<b>00010</b>		1 items	Update of Simatic PCS7 in Plovdiv CHP	270.000,00	<b>270.000,00</b>

**22.08.2018г.**

ЕВН БЪЛГАРИЯ Топлофикация ЕАД, със седалище и адрес на управление ул. Христо Г. Данов 37, ПК 4002 Пловдив, вписан в Търговския регистър на Агенцията по вписванията ЕИК 115016602 ИН по ДДС: BG 115016602, представлявано от всеки двама от членовете на Съвета на директорите: Робърт Дик, Жанет Стойчева и Симо Симов, наричан по-нататък ВЪЗЛОЖИТЕЛ

EVN Bulgaria Toplofikatsia EAD, with registered office address 37, Christo G. Danov street, 4002 Plovdiv, Bulgaria, registered in the Commercial Register of the Companies Registration Agency under unique company number (EIK) 115016602, VAT ID number: BG 115016602, represented by any two of members of the Board of Directors: Robert Dick, Jeanette Stoitschewa and Simo Simov, hereinafter referred to as Employer

and

Consortium Siemens Industrial Turbomachinery AB and Siemens EOOD, with registered office address, 2, Kukush street, 1309 Sofia, Bulgaria, registered in the Commercial Register of the Companies Registration Agency under unique company number 175 827 342 (EIK), VAT ID number: BG 175 827 342, represented by: Diana Nikolaeva and Vihren Stoynov, hereinafter referred as Contractor

Консорциум Сименс Индъстриал Турбомъшинъри АБ и Сименс ЕООД със седалище и адрес на управление ул. „Кукуш“ 2, вписан в търговския регистър на Агенцията по вписванията с ЕИК 175 827 342, ИН по ДДС: 175 827 342, представлявано от Дияна Николаева и Вихрен Стойнов, наричано по-нататък Изпълнител.

## 1. ПРЕДМЕТ

1.1. Възложителят възлага, а Изпълнителят приема да извърши „Обновяване на система за разпределено управление, базирана на Simatic PCS 7, в когенерация на ЕВН България Топлофикация ЕАД гр.Пловдив“, съгласно условията на настоящия договор.

### 1. Subject

1.1. The Employer assigns, and the Contractor accepts to do "Upgrade of distributed control system based on Simatic PCS 7" according to the attachments of this contract.

## 2. СТОЙНОСТ

Чл.2.1. Стойността на договора, възлиза на 270 000,00 EUR, респективно 528 074,10 лева (словом: двеста и седемдесет хиляди евро, респективно петстотин двадесет и осем и седемдесет и четири 0,10) лева без ДДС.

2.2. Стойността на договора по ал.1 е окончателна и не подлежи на промяна, освен при обстоятелствата по чл. 116, ал. 1, т. 1 от ЗОП.

### 2. Value of the contract

2.1. The value of the contract amounts to 270 000,00 EUR, respectively 528 074,10.BGN, excl. VAT.

2.2. The amount is fixed and will be not changed, except the circumstances according to art.116,para. 1, point 1 of the valid in Bulgaria Public Procurement Act (PPA).

## 3. 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 и други разходи на Изпълнителя във

връзка с изпълнението на договора.

3.2. Всички цени са окончателни, фиксирани за срока на договора, в лева без ДДС и са съгласно позиции 00010 посочена по-горе.

### 3. Price conditions

3.1. The prices are listed in the negotiation protocol between the parties and they include all costs for transportation, daily and hotel expenses and other costs, which are related to the contract.

3.2. The prices are in EUR, without VAT, fixed for the duration of the contract and according to Pos.00010 above on this page

## 4. МЯСТО НА ИЗПЪЛНЕНИЕ

4.1. Територията на ЕВН България Топлофикация ЕАД гр.Пловдив, бул. Васил Левски № 236.

### 4. Place of the execution

4.1. EVN Bulgaria Toplofikatsia EAD, Plovdiv city, Vasil Levski str. 236.

## 5. СРОКОВЕ

5.1. Срокът на действие на договора е до неговото изпълнение, след което следните клаузи от чл. 13.2.4. - Търговските условия - остават в сила: 7. Отговорност, 10. Гаранционен срок, 14 Конфиденциалност, 16. Общи разпоредби.

(2). Срокът за изпълнение на услугата е не по-дълъг от 24.09.2018, като към изпълнение се пристъпва след получаване на писмена Заявка от страна на Възложителя, изпратена по факс или до посоченото в чл.12.2. лице за контакт на Изпълнителя

### 5. Terms

5.1. The duration of the contract is till its fulfillment after which following clauses of the Commercial Terms and Conditions shall survive: 7. Liability, 10 Warranty Period, 14 Confidentiality, 16 General Provisions.

5.2. The deadline for fulfillment of the service, subject matter of this contract, is not later than 24.09.2018, and it will be proceed to fulfillment after written request from the Employer, sent by fax number or to the contact person of the Contractor, as to Art. 12.2.

## 6. Условия на плащане

6.1. Плащанията между страните се извършват при спазване на условията, уговорени в съответния раздел от Търговските условия.

6.2. Плащането от страна на Възложителя е еднократно след приключване на всички дейности по предмета на договора и се извършва в срок до 30 (тридесет) календарни дни, на база реално извършени дейности. Банковите разходи се разделят симетрично между страните.

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

6.4. 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.

6.5. Оригинален 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.

6.6. 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 непосредствено след сключване на договора и изпратени на имейл: elena.ivanova@evn.bg and vesela.paraskevova@evn.bg, както и в оригинал на следния адрес: България, 4000-Пловдив, ул. Христо Г. Данов 37, на вниманието на Елена Иванова/Весела Параскезова.

При получаване на документите Възложителят прилага съответната СИДДО.

### 6. Terms of payment

- 6.1. The payment between the parties will be made by the conditions, agreed in the relevant article from the Commercial conditions.
- 6.2. The payment will be made once after execution of all activities of the contract within 30 calendar days based on actually carried out activities. Bank charges shall be equally divided among the parties.
- 6.3. The payment of this contract cannot exceed the amount of the contract, defined in art.2.1. of the contract.
- 6.4. 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 is specified and (iii) number of the purchase order
- 6.5. The Contractor shall send an invoice one day after its issuance at the latest to fax +359 32 278 503 or by e-mail to elena.ivanova@evn.bg and vesela.paraskevova@evn.bg
- 6.6. For the purpose of avoidance of double taxation by applying the international Conventions for avoidance of double taxation /CADT/, the Contractor shall provide to the Employer "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 excerpt from the entry on a public register, certifying eligibility for the signature of the person signed both declarations. These documents should be submitted right after signing of the contract and sent by e-mail to: elena.ivanova@evn.bg and vesela.paraskevova@evn.bg and the original documents to the following address: Bulgaria, 4000 Plovdiv, Hristo G. Danov Str. 37, to the attention of Elena Ivanova / Vesela Paraskevova. Upon receipt of the above mentioned documents the Employer shall apply the relevant Convention for avoidance of double taxation.

#### 7. ПРАВА И ЗАДЪЛЖЕНИЯ НА СТРАНИТЕ

- 7.1. В допълнение на правата и задълженията, уговорени в настоящия договор, страните притежават правата и имат задълженията, посочени в Търговските условия.
- 7.2. За срока на действие на договора Изпълнителят се задължава да има назначени специалисти с квалификации, определени в задължителните изисквания към кандидатите за допускане до участие в процедурата.

#### 7. Rights and obligations of the parties

- 7.1. In addition to the rights and obligations, defined in this contract, the parties have the rights and the obligations, indicated in the commercial conditions.
- 7.2. For the terms of the contract the Contractor have to provide specialists with qualification, defined in the mandatory requirements in the procedure.

#### 8. ГАРАНЦИОНЕН СРОК

- 8.1. Страните се съгласяват, че по отношение на гаранционния срок - 24 месеца след извършване на дейността и ППП - приложение намира съответния раздел от Търговските условия.

#### 8. Warranty period

- 8.1. The parties agreed, that for the warranty period - 24 months after service execution and acceptance protocol - the relevant section of the Commercial conditions applies.

#### 9. ГАРАНЦИЯ ЗА ИЗПЪЛНЕНИЕ

- 9.1. Страните се съгласяват, че по отношение на гаранцията за изпълнение приложение намира съответния раздел от Търговските условия
- 9.2. При подписване на договора Изпълнителят предоставя гаранция за изпълнение на договора в размер на 1% от стойността на договора.
- 9.3. Срокът на валидност на предоставената гаранция за изпълнение е не по-кратък от срока на действие на договора, удължен с 30 дни.

#### 9. Performance guarantee

- 9.1. The parties agreed, that the guarantee for performance is mentioned in the relevant section of the commercial conditions.
- 9.2. By signing the contract the Contractor provide a guarantee for performance of the contract , which is 1 % of the contract value.
- 9.3. The validity period of the performance warranty will be not shorter than the duration of the contract, extended with 30 days.

#### 10. НЕИЗПЪЛНЕНИЕ И НЕУСТОЙКИ

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.

10.2. При неспазване на определения срок за изпълнение, съгл. чл.5.2., Изпълнителят дължи неустойка за забава в размер на 0,5 % от стойността на договора, за всяка календарна седмица от забавата, но не повече от 5 % от стойността на договора, без включен ДДС. Изплатеното парично обезщетение за вредите в случай на забава са единствената компенсация за забавата.

#### 10. Default and penalties

10.1. In case that one of the parties doesn't fulfill the obligation according the contract, the right side has the right of penalties according to the conditions, defined in the relevant section in the Commercial Terms and Conditions and/or General Terms and Conditions for Purchasing the Companies of the EVN Group.

10.2. By delay, the Contractor has to pay a penalty for delay, caused by Contractor's fault, of 0,5% of contract value for every week from the delay, but not more than 5 % of contract value without VAT. The liquidated damages payable in case of delay will represent the sole remedy for the delay.

#### 11. ТЕХНИЧЕСКИ ИЗИСКВАНИЯ

11.1. Приложимите технически изисквания към доставката са посочени в офертата на Изпълнителя, респективно в приложенията към чл. 13.2.1 - Протокол от договарянето.

11.2. В случаите на изпълнение на дейности, за които се изисква Изпълнителя да притежава съответни лицензи, удостоверения, разрешителни и т.н., то той се задължава да поддържа валидността им за срока на действие на договора.

#### 11. Technical requirements

11.1. The technical requirements to the delivery are mentioned in the Contractor's offer, respectively in the Appendices to Art. 13.2.1. - Negotiation protocol

11.2. In case of execution of works, for which the Contractor has to provide the necessary licenses, certificates, permits, etc, the contractor shall maintain their validity for the term of the contract.

#### 12. РАЗНИ

12.1. Адрес за кореспонденция и лица за контакт: Информацията е заличена съгл. чл.2 и чл.4 от ЗЗЛД евски  
236, лице за контакт: [Redacted] y@evn.bg

12.2. Адрес за кореспонденция и лица за контакт на на ИЗПЪЛНИТЕЛЯ: Адрес за кореспонденция: п.к. 1309 София, ул. Кукуш 2, Лице за контакт: Информацията е заличена съгл. чл.2 и чл.4 от ЗЗЛД л

12.3. Договорът не може да бъде изменен и допълван, освен по реда на чл. 116 от ЗОП.

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

12.5. Доставките ще бъдат извършвани съгласно условия за доставка DAP, място на изпълнение гр. Пловдив, съгл. INCOTERMS 2010

#### 12. Others

12.1. Address: Информацията е заличена съгл. чл.2 и чл.4 от ЗЗЛД, tel: +359 32 3 [Redacted]

12.2. Информацията е заличена съгл. чл.2 и чл.4 от ЗЗЛД 59 887

12.3. The contract shall not be changed and complemented, except in order to art. 116 of the Public Procurement Act.

12.4. The above mentioned contract is signed in two originals, one for the employer and one for the contractor.

12.5. Deliveries shall be carried out under terms of delivery DAP Site Plovdiv, acc.to INCOTERMS 2010

#### 13. ПРИЛОЖЕНИЯ

13.1. Всички приложения, посочени по-долу се включват в този договор по подразбиране и представляват неделима част от него.

13.2. 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 договаряне, вкл. Приложения към него
3. Техническа спецификация съгл. оферта на Изпълнителя, вкл. Приложения
4. Търговски условия към процедура на договаряне с предварителна покана за участие № 379-TP-17-TE-Y-3 с предмет: „Обновяване на система за разпределено управление, базирана на Simatic PCS 7, в когенерация на ЕВН България Топлофикация ЕАД гр.Пловдив”, договорена м-у страните версия Май 2018
5. Общи условия на закупуване на дружествата от групата EVN - допълнена версия Май 2018
6. Клауза за социална отговорност на дружествата от групата EVN - Октомври 2010
7. Мерки за безопасност при работа на външни фирми на територията на Възложителя.
8. Документ "Охрана на труда и опазване на околната среда" на Изпълнителя

### 13. Attachments

13.1. All attachments, which are listed below are inseparable part of the contract.

13.2. The parties agreed that the following attachments have a binding force, if it has some contradiction between the separate documents, force has the document from the top row applies:

1. Current contract
2. Negotiation protocol, incl. Appendices.
3. Technical specification according to Contractors offer.
4. Commercial conditions to procedure of negotiation with a preliminary invitation for participation 379-TP-17-TE-Y-3 with subject: "Upgrade of distributed control system based on Simatic PCS 7" May 2018, as adjusted by the Parties.
5. General conditions for purchasing the companies of EVN group – May 2018, as adjusted by the Parties
6. Social responsibility clause of the companies in EVN group – Oct 2010
7. Safety measures for work of external companies on the territory of EVN Bulgaria group
8. HSE document of the Contractor

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

[Симо Симов/Simo Simov]

[Жанет Стойчева/ Jeanette Stoitschewa]

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



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 VAI 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

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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)

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## 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)

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