

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

ROBOTRON DATENBANK-SOFTWARE GmbH

STUTTGARTER 29
D-01189 DRESDEN

Value contract

order number / date
4600003671 / 31.05.2016

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

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

supplier data

supplier number:
2090
offer number:
A0155-16ü1/ negotiations from 23.03.2016
basis for order:
art 41, par3 from PPA
Decision No 677-EC-15-CI-Д-3/P2
contact person:
Ralph Gliemann

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

order data

payment conditions:
30 days from invoice date (vendors)
billing address:
EVN Bulgaria Elektrosnabdiavane EAD
37, Hristo G.Danov
BG-4000 Plovdiv
place of fulfilment:
EVN Bulgaria Elektrosnabdiavane EAD
on the premises
of the CONTRACTING AUTHORITY
BG-4004 Plovdiv

contract period:
20.06.2016 - 30.06.2019

subject of order:

Purchase of new licenses, provision of maintenance, development of additional functionalities or amendment of the existing ones and the related services for consultation and trainings for the software application for energy trading management e-sales

target value in EUR without VAT

300.000,00

EVN Bulgaria Elektrosnabdjavane EAD

page 1 of 12

EVN Bulgaria Elektrosnabdjavane EAD
37, Christo G. Danov St.
BG - 4002 Plovdiv
Tel: + 359 7001 7777
Fax: + 359 32 278 505
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): 123526430
VAT ID No: BG123526430

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

item	material	quantity unit	name	price per unit	net value EUR
00010			Maintenance licenses		
		1 Months		2.459,30 EUR	2.459,30
			Software maintenance of purchased licenses eSales: time series up to 5600: 162 495.50 euro		
00020			Software maintenance of licenses		
		1 Months		45,39 EUR	45,39
			for PFC builder and plausibility check. licenses value amounting to 4.655 Euro. Until 31.12.2016 with 35% discount on maintenance		
00030			Software maintenance of licenses		
		1 Months		69,83 EUR	69,83
			for PFC builder and plausibility check. licenses value amounting to 4.655 Euro. With effect from 01.01.2017 18% discount on maintenance		
00040			Maintenance of developed		
		1 Months		181,50 EUR	181,50
			add-ons for eSales: 14 520 euro		
00050			Call on-duty yearly rate		
		1 Year		5.500,00 EUR	5.500,00
00060			Call on-duty hourly rate		
		1 Points		200,00 EUR	200,00
			(support during holidays)		
00070			Ticket service for Robotron		
		1 Points		130,00 EUR	130,00
00080			Software developer in Dresden		
		1 Days		760,00 EUR	760,00
			Consulting services working time		
00090			Software developer in Plovdiv		
		1 Days		900,00 EUR	900,00
			Consulting services working time		
00100			Consultant in Dresden		
		1 Days		860,00 EUR	860,00
			Consulting services working time		
00110			Consultant in Plovdiv		
		1 Days		1.000,00 EUR	1.000,00
			Consulting services working time		
00120			Project manager in Dresden		
		1 Days		860,00 EUR	860,00
			Consulting services working time		
00130			Project manager in Plovdiv		
		1 Days		1.000,00 EUR	1.000,00
			Consulting services working time		
00140			Software developer in Dresden		
		1 Days		1.140,00 EUR	1.140,00

item	material	quantity	unit	name	price per unit	net value EUR
	Consulting services outside working hours and Saturdays					
00150				Software developer in Plovdiv		
		1	Days		1.350,00 EUR	1.350,00
	Consulting services outside working hours and Saturdays					
00160				Consultant in Dresden		
		1	Days		1.290,00 EUR	1.290,00
	Consulting services outside working hours and Saturdays					
00170				Consultant in Plovdiv		
		1	Days		1.500,00 EUR	1.500,00
	Consulting services outside working hours and Saturdays					
00180				Project manager in Dresden		
		1	Days		1.290,00 EUR	1.290,00
	Consulting services outside working hours and Saturdays					
00190				Project manager in Plovdiv		
		1	Days		1.500,00 EUR	1.500,00
	Consulting services outside working hours and Saturdays					
00200				Software developer in Dresden		
		1	Days		1.520,00 EUR	1.520,00
	Consulting services Sundays and holidays					
00210				Software developer in Plovdiv		
		1	Days		1.800,00 EUR	1.800,00
	Consulting services Sundays and holidays					
00220				Consultant in Dresden		
		1	Days		1.720,00 EUR	1.720,00
	Consulting services Sundays and holidays					
00230				Consultant in Plovdiv		
		1	Days		2.000,00 EUR	2.000,00
	Consulting services Sundays and holidays					
00240				Project manager in Dresden		
		1	Days		1.720,00 EUR	1.720,00
	Consulting services Sundays and holidays					
00250				Project manager in Plovdiv		
		1	Days		2.000,00 EUR	2.000,00
	Consulting services Sundays and holidays					
00260				Purchasing of new licenses, maintenance		
		1	items		1,00 EUR	1,00
	of new licenses, development of additional services, different from the enlisted in pos.00010 till pos. 00250 from above					
00271				Travel costs		
		1	items		1,00 EUR	1,00

Днес, 30.06.2016 бе сключен настоящия договор между:
Today, 30.06.2016 this contract was concluded between the parties:

ЕВН България Електроснабдяване ЕАД, със седалище и адрес на управление гр. Пловдив, ул. Христо Г. Данов №37, вписан в Търговския регистър на Агенцията по ЕИК.123526430, ИН по ДДС: BG 123526430, представлявано от всеки двама от членовете на Съвета на директорите: Робърт Дик, Михаела Михайлова-Дьорфлер и Жанет Стойчева, наричани по-нататък ВЪЗЛОЖИТЕЛ,
EVN Bulgaria Elektrosnabdiavane EAD, with domicile and registered office Plovdiv; 37, Hristo G. Danov str., registered in the Commercial Register of the Companies Registration Agency under UIC 123526430, VAT ID: BG 123526430 represented by any two of its Board of Directors' members: Robert Dick, Mihaela Mihaylova-Doerfler, Jeanette Stoitschewa, hereinafter referred to as the CONTRACTING AUTHORITY,

и / and

Роботрон Датенбанк - Софтуер ГмбХ, Дрезден, ул. "Щутгартен" 29, D-01189, Германия, ЕИК: DE140131125, представлявано от законния си представител Др. Ролф Хайнеман, наричано отук нататък Изпълнител, Robotron Datenbank-Software GmbH, Dresden, Stuttgarter Strasse 29, D-01189, Deutschland, UID: DE140131125, represented by its legitimate representative Dr. Rolf Heinemann, hereinafter referred to as the CONTRACTOR.

Като:

- (i) ЕВН България Електроснабдяване ЕАД и Роботрон ГмбХ са подписали договор № 4600001750/18.03.2013 с предмет: Доставка, инсталиране, пускане в експлоатация, обучение и поддръжка на софтуер за Управление на Графици, Управление на Балансиращи Групи и Портфолио Мениджмънт - накратко "E-sales"
- (ii) ЕВН България Електроснабдяване ЕАД е поканила Роботрон ГмбХ да участва в процедура на договаряне № 677-ЕС-15-СІ-Д-3 с предмет: Закупуване на нови лицензи, осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, както и свързаните с това услуги за консултации и обучения за софтуера за управление на търговия с ел. енергия e-sales
- (iii) В отговор на поканата към гореспоменатата процедура на договаряне, Роботрон ГмбХ е подала ценова оферта от страна на Изпълнителя под № А0155-16ü1, включително и окончателно финансово предложение (ценова матрица)с дата 13.05.2016

Whereas:

- (i) EVN Bulgaria Elektrosnabdiavane EAD and Robotron GmbH have signed a contract № 4600001750/18.03.2013 with subject: Delivery, installation, commissioning, trainings and maintenance of software for Schedule Management, Balancing Group Management, and Portfolio Management - "E-sales"
- (ii) EVN Bulgaria Elektrosnabdiavane EAD invited Robotron GmbH to participate in a negotiated procedure No. 677-EC-15-CI-D-3, with subject: Purchase of new licenses, provision of maintenance, development of additional functionalities or amendment of the existing ones and the related services for consultation and trainings for the software application for energy trading management e-sales
- (iii) In response to the invitation to the above negotiated procedure Robotron GmbH has submitted a price offer from the contractor with No.: A0155-16ü1, Including final financial proposal (price matrix), dated 13.05.2016

1. ПРЕДМЕТ НА ДОГОВОРА:

- (1) Закупуване на нови лицензи, осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, както и свързаните с това услуги за консултации и обучения за софтуера за управление на търговия с ел. енергия e-sales
- (2) Възложителят има право да използва софтуера e-sales на Роботрон, в който е включено само копие на съответния софтуерен продукт, а правата за копиране, възпроизвеждане, разпространение, изменение, публично показване или други форми на търговско използване не са налични.
- (3) Възложителят единствено има право да използва софтуерния продукт във връзка със собствената си дейност.
- (4) Поддръжката на софтуера е услуга, извършвана електронно за доставения продукт, както и за обновленията му.
- (5) Настоящият договор е договор с необвързваща стойност. Всяко едно възлагане по него ще се осъществява посредством конкретно изпратена от Възложителя до Изпълнителя заявка за доставка на стоки/предоставяне на

услуги по договора, с точно специфицирани количества и видове стоки/услуги, както и срокове на изпълнение, съгласно договорените между страните условия и цени.

1. SUBJECT MATTER OF THE CONTRACT:

(1) Purchase of new licenses, provision of maintenance, development of additional functionalities or amendment of the existing ones and the related services for consultation and trainings for the software application for energy trading management e-sales. (2) The CONTRACTING AUTHORITY has the right to use the robotron e-sales software in which is incorporated only a copy of the corresponding software program and the rights for copying, reproduction, distribution, modifying, public exhibition or other forms of commercial use are not available. (3) The CONTRACTING AUTHORITY has solely the right to use the software product in connection with its own activity. (4) Software maintenance is a service, which is performed electronically for the supplied product and its updates as well. (5) This current contract has a frame contract character. Each separate assignment, regarding delivery of licenses or provision of services, will be initiated through a separate, sent by the Contracting authority to the Contractor, call-off order to this contract, which will include precisely specified quantities and types of licenses/services, as well as delivery times, respectively period for provision of the service, according to the agreed between the parties conditions and prices.

2. СТОЙНОСТ НА ДОГОВОРА:

Приблизителната и необвързваща стойност на договора 300 000.00 евро (словом: триста хиляди евро), без включен ДДС, които се равняват на 586 749,00 лева (словом: петстотин осемдесет и шест хиляди и седемстотин четиридесет и девет лева) без ДДС.

2. VALUE OF THE CONTRACT:

Estimated and non-binding contract value amounts to 300 000,00 EUR (say: three hundred thousand EUR), VAT excluded, which equals to 586 749,00 BGN (say five hundred eighty-six thousand seven hundred forty nine BGN), VAT excluded

3. ЦЕНОВИ УСЛОВИЯ

(1). Единичните договорени цени за позиция от 00010 до 00250, посочени по-горе са твърди за срока на действие на договора, в евро без включен ДДС, като включват всички необходими разходи на Изпълнителя за доставка на продуктите и услугите, изброени в приложенията по-долу.

(2) Договорените единични цени за годишна поддръжка на различните софтуерни модули са на база 18% от общата заплатена от Възложителя стойност на лицензите. В случай на закупуване на допълнителни лицензи, то общата цена на поддръжката се увеличава пропорционално, прекалкулира се на месечна база и влиза в сила от началото на месеца следващ месеца на доставка и инсталация на допълнителните лицензи.

(3) В случай на разработка на допълнителни функционалности, то единичната цена за годишна поддръжка на разработените допълнителни функционалности се формира на база 15% от заплатените от Възложителя разходи за разработка на тези функционалности. В случай на разработка на допълнителни функционалности, то общата цена на поддръжката се увеличава пропорционално, прекалкулира се на месечна база и влиза в сила от началото на месеца следващ месеца на подписване на ППП относно инсталация в продуктивна система на разработените допълнителни функционалности.

(4). Единичните договорени цени за позиция 00260 - Закупуване на нови лицензи, поддръжка на нови лицензи, разработки на допълнителни функционалности, извън посочените в поз. 00010 до поз. 00250 по-горе, се определят на база ценова листа на ИЗПЪЛНИТЕЛЯ, с включена договорена търговска отстъпка съгласно рамково споразумение между ЕВН АГ и Роботрон ГмбХ от 29.12.2008г. След уточнение на съответния компонент Изпълнителят изпраща оферта на Възложителя с посочена цена и срок на доставка, която, в случай че бъде приета от Възложителя и потвърдена чрез конкретна заявка за доставка, става неразделна част от настоящия договор.

(5) Относно позиция 00271 от по-горе - пътни разходи:

Във връзка с изпълнението на позиция 00080, 00100, 00120, 00140, 00160, 00180, 00200, 00220, 00240, както и предоставянето на други услуги, на територията на Възложителя в България - гр. Пловдив - договорено е допълнителното заплащане на възникнали с изпълнението на услугите пътни разходи, след като документално бъдат обосновани действително възникналите разходи от страна на Изпълнителя.

3. PRICING:

(1). The agreed unit prices for position 00010 till position 00250 from above, are in EUR VAT excl., firm for the period of the contract duration, and include all costs and expenses of the Contractor, needed for delivery of the products and provision of the services, as described in the appendices below.

(2) The agreed unit prices for yearly software maintenance of the diverse software modules are on basis of 18% of the total

paid by the Contracting authority value of the licenses for these modules. In case of purchasing of additional licenses, then the total price of the software maintenance increases proportionally, it is recalculated, and is due from the beginning of the month, following the month of delivery and installation of the additional licenses.

(3) In case of additional software developments (development of additional functionalities), then the unit price for the yearly software maintenance of the additional software developments is formed on basis of 15% of the paid by the Contracting authority costs for the additional software developments. In case of additional software developments, then the total price of the software maintenance increases proportionally, it is recalculated, and is due from the beginning of the month, following the month of signing a final acceptance protocol for the installation of the additional software development into the productive system

(4). The agreed unit prices for pos. 00260 - Purchasing of new licenses, maintenance of new licenses, development of additional services, different from the enlisted in pos.00010 till pos. 00250 from above, are defined on basis of the price list of the Contractor, with included negotiated discount, regarding Framework agreement between EVN AG and Robotron GmbH from 29.12.2008. 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.

(5). Regarding position 00271 - Travel costs - from above:

in connection with the performance of position 00080, 00100, 00120, 00140, 00160, 00180, 00200, 00220, 00240, as well as the provision of other services, on the premises of the CONTRACTING AUTHORITY in BG-Plovdiv - additional travel costs apply, which will be covered by the CONTRACTING AUTHORITY, upon documental proof for the actually incurred costs by the CONTRACTOR

4. СРОКОВЕ

(1) Валидност на договора

Срокът на действие на настоящия договор е до 30.06.2019, или до изчерпване на стойността съгл. чл. 2., като меродавно е събитие, което настъпи по-рано във времето.

(2). Срокове за реакция

Сроковете за реакция са съгласно описаните в Приложение 1 към настоящия договор - Технически изисквания на EVN България Електроснабдяване ЕАД.

(3). Срокове за реакция при възникнал проблем с Приоритет 1

Фиксира се време за реакция и анализиране на възникнал проблем с Приоритет 1 - 4 часа, като ако след изтичане на 4-те часа представителите на EVN не са съгласни с прогнозата на времето на Robotron за решаване на проблема, същият се поставя на вниманието на ръководител проект

(4) Срокове за доставка/изпълнение

Всички срокове за доставка/изпълнение се съгласуват съвместно между страните по договора.

(5) В случай на отклонения от сроковете по чл. 4.2. и/или 4.3., по причини за които Изпълнителят е отговорен, то Възложителят е в правото си да наложи санкции за просрочване в съответствие с Приложение 2 към този договор - Търговски условия в.2

4. TIME FRAMES:

(1) Contract validity:

This contract will be valid till 30.06.2019 or till reaching of the value of the contract, specified in art.2, whereas relevant for the end of this contract will be the event which occurs earlier.

(2) Response (Reaction) times

All response (reaction) times are according to the described in Appendix 1 of this contract - Technical requirements of EVN Bulgaria Elektrosnabdiavane EAD

(3) Response (Reaction) time at problem with Priority 1

Fixed is reaction time to react to and analyse a problem with Priority 1-4 hours, whereas if after the expiry of the 4 hours, contact person of EVN does not agree with the time estimate of Robotron for solving the problem, it shall be referred to a project manager

(4) Delivery/Execution times

All delivery/execution times will be mutually agreed between the parties.

(5) In case of deviations from the above mentioned times, as to art. 4.2, or/and art. 4.3., for reasons in the scope of the responsibilities of the Contractor, the Contracting Authority has the right to impose delay sanctions on the corresponding payments in accordance with the Appendix 2 - "Commercial terms and conditions v2" - of this contract.

5. МЯСТО НА ИЗПЪЛНЕНИЕ:

Мястото на изпълнение на настоящия договор е на територията на Възложителя в България - гр. Пловдив.

5. PLACE OF FULFILLMENT:

The place of fulfillment of this contract is on the premises of the CONTRACTING AUTHORITY in BG-Plovdiv.

6. СРОКОВЕ НА ПЛАЩАНЕ

Всички плащания по настоящия договор ще бъдат извършвани посредством банков превод, в рамките на 30 дни, след извършване на услугите/доставките, приемо-предавателен протокол и издаване на фактура. Плащането се извършва в Евро. Банковите такси се разделят по равно между страните.

6. TERMS OF PAYMENT:

All payments to this contract will be executed through bank transfer, within 30 days, after providing of services/deliveries, acceptance protocol and invoice. Payment shall be effected in EURO. Bank charges are split symmetrically between the parties.

7. ФАКТУРИРАНЕ

(1) Фактурата трябва да съдържа следните реквизити: ЕИК на двете страни, за Възложителя той е: 123526430, ДДС

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

се извършва поддръжката. Издаването на фактурата се осъществява след изпращане и подписване на приемно-предавателен протокол за извършването ѝ.

(3) Фактурирането на допълнителни разработки и консултантски услуги се извършва само след подписване на приемо-предавателен протокол за извършване на услугата

7. INVOICING

(1) The invoice must contain the following: Identification numbers of both parties, for the CONTRACTING AUTHORITY:

123526430, VAT numbers of both parties, for the CONTRACTING AUTHORITY: BG123526430, the applicable VAT rate and

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

performed. Invoicing is done after sending and signing the acceptance protocol. Invoicing of additional development and consulting services are carried out only after signing the acceptance protocol for the service

(3) The invoicing for the further development and advisory services is done only after signing the acceptance protocol for the service

8. ГАРАНЦИОНЕН ПЕРИОД

24 месеца след приемо-предавателен протокол

8. WARRANTY PERIOD:

24 months after final acceptance protocol

9. ИТ ТЕХНИЧЕСКИ ИЗИСКВАНИЯ

Съгласно Приложение 1 към настоящия договор - Технически изисквания на ЕВН България Електроснабдяване ЕАД

9. IT TECHNICAL REQUIREMENTS

According to Appendix 1 of this contract - Technical requirements of EVN Bulgaria Elektrosnabdiavane EAD

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

10. СОФТУЕРНА ПОДДРЪЖКА:

Нивото на обслужване за този проект е зададено първоначално като "Бронзово ниво" съгласно "Мострения договор за поддръжка" на Изпълнителя. Страните по договора се споразумяват, че нивото на обслужване може да се променя от Възложителя на различно ниво в рамките на валидността на договора чрез едномесечно предизвестие.

10. MAINTENANCE:

The level of service for this project is set originally as the "Bronze level" according to the Contractor "Sample maintenance contract". It is agreed, that the level of service can be upgraded by the Contracting Authority to a different level within the duration of the contract through a month's advance notice.

11. РАЗНИ:

(1) Този договор е създаден на български и английски, като основен език на договора е български.

(2) Страните се споразумяват, че език на комуникация относно ползването на договора е английски - всички обучения ще се провеждат на английски език, както и всички обучителни документи, както и проектната документация, както и техническа документация ще бъдат предоставени на английски език.

(3) Данък при източника

Има общ данък при източника върху услугите, 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 между България и Германия, размерът на данъка при източника, може да се изиска обратно от изпълнителя от българските данъчни органи чрез съответната процедура.

11. MISCELLANEOUS:

(1) The contract languages are Bulgarian and English, whereas the Bulgarian has prevalence.

(2) The parties agree that English will be the language of communication, regarding the usage of this contract - all trainings will be held in English as well as all trainings documents, as well as technical documentation will be provided in English.

(3) Withholding tax:

There is a general withholding tax on services provided by foreign service suppliers in Bulgaria, which amounts to a max. of 10% of the due amount to be paid, depending on the specific agreement with the country of origin of the service supplier. On the grounds of avoidance of double taxation treaty between Bulgaria and Germany the amount of the withholding tax can be claimed back by the CONTRACTOR from the Bulgarian tax authorities through the corresponding procedure.

12. ОСНОВА НА ДОГОВОРА:

Основа на договора са приложените по-долу приложения. Общите условия на Изпълнителя не представляват неразделна част от настоящия договор. Освен, ако не е договорено друго в настоящия договор, се прилагат условията, заложиени в приложенията.

Всички приложения по-долу с приоритет по начина на изброяване, представляват неразделна част от настоящия договор. В случай на несъответствие между приложенията, предимство ще има това, което е с по-висок приоритет.

12. CONTRACT'S BASE:

Base of the contract are the below enclosed appendices. The general terms and conditions of the CONTRACTOR are not an integral part of this contract. Unless otherwise specified in this contract, the terms and conditions set in the appendixes shall apply.

All given below appendixes, with importance according to the order they are listed, are integral parts of this contract. In case of discrepancies between the appendixes, the one with higher importance shall prevail.

ПРИЛОЖЕНИЯ:

Приложение 1: Технически изисквания на ЕВН България Електроснабдяване ЕАД

Приложение 2: Търговски условия в.2 към процедура по договаряне № 677-EC-15-CI-D-3, с предмет: Закупуване на нови лицензи, осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, както и свързаните с това услуги за консултации и обучения за софтуера за управление на търговия с ел. енергия e-sales

Приложение 3: Общи условия на закупуване на дружествата от групата EVN

Приложение 4: Клауза за социална отговорност на дружествата от групата EVN

Приложение 5: Ценова оферта от Изпълнителя с № A0155-16ü1, включително и окончателно финансово предложение (ценова матрица) с дата 13.05.2016

Приложение 6: Мострен договор за поддръжка в.2

APPENDICES:

Appendix 1: Technical requirements of EVN Bulgaria Elektrosnabdiavane EAD

Appendix 2: Commercial terms v2 to a negotiated procedure No. 677-EC-15-CI-D-3, with subject: Purchase of new licenses, provision of maintenance, development of additional functionalities or amendment of the existing ones and the related services for consultation and trainings for the software application for energy trading management e-sales

Appendix 3: General purchase conditions of the EVN Group

Appendix 4: Integrity clause of the EVN Group

Appendix 5: Price offer from the contractor with No.: A0155-16ü1, Including final financial proposal (price matrix), dated 13.05.2016

Appendix 6: Sample maintenance contract v2

ВЪЗПОЖИТЕЛ / CONTRACTING AUTHORITY

ЕЛЕКТРОСНАБДИ

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

t Dick]

robotron

Robotron Datenbank-Software GmbH
Stuttgarter Straße 29
01189 Dresden
Telefon: 0351 25859-0

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.

(Issued in October 2010)