

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

DOCUMATRIX GMBH

VORSTADT 4
3441 ABSTETTEN
Австрия

Value contract

order number / date
4600004343 / 03.11.2017

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

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

contact person procurement

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

supplier data

supplier number:
2516
offer number:
offer from 20.09.2017
basis for order:
art. 112, para 1 from PPA and Decision
N9358-EP-17-CI-Y-3/P1/28.08.2017
contact person:

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

order data

payment conditions:
within 45 days
billing address:
Elektronazpredelenie Yug EAD
37, Hristo G. Danov
BG-4000 Plovdiv
place of fulfillment:
Електроразпределение Юг ЕАД
Информация и телекомуникация
Кукленско шосе 5
BG-4004 Пловдив

contract period:
01.01.2018 - 31.12.2020

subject of order:

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

target value in EUR without VAT

56.242,11

Elektronazpredelenie Yug EAD

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Elektronazpredelenie Yug EAD
37, Christo G. Danov St.
BG - 4000 Plovdiv
Tel: +359 7001 0007
Fax: +359 72 728 500
e-mail: info@evn.bg
www.evn.bg

The company is enlisted in the trade register
of the Companies Registration Agency
Tax ID No. (EEO) : 15552190
VAT ID No. BG 15552190

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

Item	Material	quantity unit	name	price per unit	net value EUR
00010		1 Items	Софт.поддръжка/Maintenance	1.343,00 EUR	1.343,00
00020		1 Days	Старши.консулт./Senior Consultant OnSite	1.200,00 EUR	1.200,00
00030		1 Days	Младши консулт./Junior Consultant OnSite	1.000,00 EUR	1.000,00
00040		1 Days	Старши.консулт./Senior Consult WeHoOnSite	1.300,00 EUR	1.300,00
00050		1 Days	Младши консулт./Junior Consult WeHoOnSite	1.200,00 EUR	1.200,00
00060		1 Days	Старши.консулт./Senior Consultant Remote	1.000,00 EUR	1.000,00
00070		1 Days	Младши консулт./Junior Consultant Remote	950,00 EUR	950,00
00080		1 Days	Старши.консулт./Senior Consult WeHo Rem	1.100,00 EUR	1.100,00
00090		1 Days	Младши.консулт./Junior Consult WeHo Rem	1.000,00 EUR	1.000,00
00100		1 Days	Пътни разх./Travelling expenses	1,00 EUR	1,00

Днес, 22.12.2017 г. е сключен настоящият договор между
On this day, 22.12.2017, this contract was concluded by and between

Електроразпределение Юг ЕАД, със седалище и адрес на управление гр. Пловдив, ул. "Христо И. Данов" №37, вписано в търговския регистър на Агенцията по вписванията ЕИК 115552190, ИИД по ДДС BG115552190, представлявано чрез всеки двама членове на съвета на директорите, в състав, Роналд Брехелмакер, Гоcho Чешширов, Костадин Величков, наричано по-нататък възложител,

Elektrorazpredelenie Yug EAD with domicile and registered office in Plovdiv, 37 Hristo G. Danov street, entered in the Commercial Register to the Registry Agency LLC115552190, VAT ID: BG 115552190, represented by any two members of the board of directors: Ronald Brechelmacher, Gocho Chesshirov and Kostadin Velichkov, hereinafter referred to as Assignor,

и/and

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

DocuMatrix Output- und Informationstechnologie Consulting GmbH with domicile and registered office: A-3441 Absetten, Vorstadt 4, Austria, registered under number FN 180140m, Landesgericht St. Pölten, ATU 46533103, represented by Markus Gruber, hereinafter referred to as Contractor.

I. ПРЕДМЕТ

Чл. 1. (1). Възложителят възлага, а Изпълнителят приема да извърши Софтуерна поддръжка и допълнителни разработки на софтуер за разработка и масов печат docTYPE и docPIPE, съгласно условията на настоящия договор
(2). Софтуерната поддръжка е услуга, извършвана по електронен път за доставения продукт като се отнася също за актуализацията му по електронен път. Възложителят придобива права само за ползване на софтуера във връзка с дейността си.

(3). Възложителят има право да използва софтуера, в който е включено само копие от съответния софтуерен продукт, а правата за копиране, възпроизвеждане, разпространение, промяна, публично представяне и други форми на търговско използване не са налични/достъпни.

(4). Възложителят придобива право на ползване на допълнителните разработки на софтуер или промените съществуващи към закупения стандартен софтуер разработки, в които е инкорпорирано само копие от съответната програма и не се предоставят правата по копиране, размножаване, разпространяване, видоизменяне, публично представяне или други форми на търговско използване.

I. SUBJECT

Art. 1. (1). The Assignor assigns and the Contractor agrees to perform Software maintenance and development of additional functionalities for docTYPE and docPIPE software product for development and mass printing of data, under the terms of this contract.

(2). Software maintenance is a service carried out electronically for the product delivered and it applies also for its update electronically. The Assignor shall acquire rights only for using the software with regards to his activities.

(3). The Assignor is entitled to use the software which includes only a copy of the corresponding software product, and the copyrights, rights for reproduction, dissemination, alteration, public presentation and other forms of commercial use are not available/accessible.

(4). The Assignor acquires the right of use of the additional software developments or the existing upgrades to the purchased standard software, which incorporate only a copy of the relevant program and no copyrights are provided or reproduction, dissemination, alteration, public presentation or other forms of commercial use.

II. СТОЙНОСТ

Чл. 2. (1). Прогнозната стойност на договора възлиза на 110 000 (словом: сто и десет хиляди) лева без ДДС.

II. VALUE

Art. 2. (1). The estimated value of the contract amounts to BGN 110 000 (say: one hundred and ten thousand) without VAT.

III. ЦЕНОВИ УСЛОВИЯ

Чл. 3. (1). Всички цени са окончателни, фиксирани за срока на договора, без ДДС и съгласно позиции от 00010 до 00100, посочени по-горе.

(2) Относно позиция 00100 от по-горе - пътни разходи:

При необходимост от извършване на услугите по позиции 00060 до 00090 на място – на територията на Възложителя в България, договорено е допълнителното заплащане на възникнали с изпълнението на услугите пътни разходи, след като документално бъдат обосновани действително възникналите разходи от страна на Изпълнителя.

III. PRICE CONDITIONS

Art. 3. (1). All prices are final, fixed for the validity period of the contract, without VAT and in accordance with positions 00010 to 00100 referred to above.

(2). Regarding position 00100 above – travel expenses.

As necessary to be carried out the services under pos. 00060 to 00090 on site – at the territory of the Assignor in Bulgaria, it is agreed additionally to be paid the travel expenses incurred with the implementation of the services after the documentary justification of the actually incurred costs on the part of the Contractor.

IV. МЯСТО НА ИЗПЪЛНЕНИЕ

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

IV. PLACE OF PERFORMANCE

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

V. СРОКОВЕ

Чл. 5. (1). Срокът на действие на договора е от 01.01.2018 г. до 31.12.2020 г. или до изчерпване на стойността, съгласно чл. 2.(1), като меродавно е събитието, което настъпи по-рано във времето.

(2) Сроките за изпълнение на дейностите по поддръжка са съгласно раздел „Време за реакция“ от документ „Условия за предоставянето на поддръжката на софтуера за масов печат (SLA)“, представляващ неразделна част от настоящия договор.

(3) Сроковете за предоставяне на допълнителни услуги са съгласно Раздел „Предоставяне на допълнителни услуги“ от документ „Условия за предоставяне на поддръжката на софтуера за масов печат (SLA)“ – неразделна част от договора

(4) В случай че Изпълнителят не изпълни някои от дейностите по поддръжка и предоставяне на допълнителни услуги, описани в документ „Условия за предоставяне на поддръжката на софтуера за масов печат (SLA)“ в определените срокове и забавата продължава 10 (десет) или повече календарни дни, Възложителят има право да откаже доставката. В този случай Възложителят (i) не носи отговорност за разходи и/или вреди, претърпени от Изпълнителя във връзка с отказа, (ii) не дължи вознаграждение на Изпълнителя за отказаната доставка. Отказът на доставката се прави с писмено уведомление от Възложителя, изпратено до лицата за контакт на Изпълнителя.

Y. TIME LIMITS
Art. 5. (1) The validity period of the contract is from 01.01.2018 until 31.12.2020 or till reaching of the value under Article 2 (1), whichever occurs earlier in time.

(2) The time limits for implementation of the maintenance activities are in accordance with section "response time" of the document "Service-level agreement for mass printing software (SLA)", which constitutes an integral part of this contract.

(3) The time limits for provision of additional services are in accordance with section "provision of additional services" of the document "Service-level agreement for mass printing software (SLA)" - an integral part of the contract.

(4) In the event that the Contractor fails to fulfil some of the activities for maintenance and provision of additional services described in document "Service-level agreement for mass printing software (SLA)" within the defined time limits and the delay continues 10 (ten) or more calendar days, the Assignor shall be entitled to refuse such delivery. In this event the Assignor (i) shall not be held responsible for any costs and/or injuries suffered by the Contractor in connection with the refusal; (ii) shall not owe remuneration to the Contractor for the refused delivery. The refusal of the delivery shall be made with a written notification to the Assignor sent to the contact persons of the Contractor.

VI. ПЛАЩАНЕ

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

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

(3) Плащанията за всички останали дейности по поз. 00020 до 00100 се извършват от страна на Възложителя в срок до 30 (тридесет) календарни дни след извършване на услугите, приемо-предавателен протокол и издаване на фактура.

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

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

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

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

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

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

(10) За целите на избягване на двойното данъчно облагане чрез прилагане на международните Съгодби за избягване на двойното данъчно облагане (СИДДОУ) за всяка календарна година поотделно, Изпълнителят предоставя на Възложителя „Сертификат за местно лице“, „Декларация за притежател на дохода“, „Декларация за липса на място на стопанска дейност или определена база в България“ и извлечение от публичен регистър, удостоверяващо правото за подписване на лицето, подписало двете декларации. Посочените документи следва да бъдат представени не по-късно от датата на издаване на първа фактура по договора и изпратени на имейл: eliana.danova@evn.bg и velichka.papaskevova@evn.bg както и в оригинал на следния адрес: България, 4000 Пловдив,

ул. Христо Г. Данов 37, на вниманието на Елена Иванова / Весела Параскевова, Възложителят удържа данък при източника съгласно приложимото българско законодателство и съответната СИДДО.

(11). Изпълнителят трябва да изпрати фактурата най-късно един ден след издаването ѝ на факс + 359 32 278 503 или имейл до elena.ivanova@evn.bg и vesela.paraskevova@evn.bg.

VI. PAYMENT

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

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

(3) The payments for all the rest activities under pos. 00020 to 00100 shall be carried out by the Assignor within 30 (thirty) calendar days after the completion of the services, delivery report and issued invoice.

(4). Payments under this contract may not exceed the value of the contract as defined in Article 2, (1) in this contract.

(5). The payments shall be made by the Assignor via a bank transfer to an account specified by the Contractor. The Assignor shall not make any payments in advance. The Assignor shall pay the amounts due after the implementation of all conditions listed hereunder: (i) shipment duly performed, (ii) signing of a bilateral Delivery report for the acceptance of the delivery by authorised representatives of the parties; and (iii) the original invoice, complying with the requirements of the Assignor and the applicable regulations. The payment term begins to run as of the date on which the last of the conditions set out above shall be executed.

(6). Payment on the part of the Assignor shall not mean acknowledgement of the delivery as regular and its acceptance, nor a waiver of a right to (i) penalties and/or claims (ii) guarantees; and (iii) benefits.

(7). When an invoice is issued the following shall be indicated: (i) UK number and VAT ID No. of the Assignor and the Contractor, (ii) the applicable VAT rate and the amount of VAT, in the case of reverse charge or zero VAT rate, the applicable legislation shall be referred and (ii) the number of the purchase order.

(8). The original of the invoice together with a signed delivery report for delivery performed and a copy of the respective purchase order shall be sent to the contact persons of the Assignor, referred to in the contract.

(9). The Parties agree that deliveries under different contracts and deliveries under different orders of one and the same contract are not allowed to be invoiced in one and the same invoice.

(10). For the purpose of avoidance of double taxation by applying the international Conventions for avoidance of double taxation /CADT/ for each calendar year separately, the Contractor shall provide the Assignor a "Certificate for residence", "Declaration for a holder of the income", "Declaration for absence of permanent establishment or a certain base in Bulgaria" and an excerpt from the entry in a public register, certifying the eligibility for signing of the person who has signed both declarations. These documents should be submitted not later than the date of issue of the first invoice under the contract and sent by e-mail to elena.ivanova@evn.bg and vesela.paraskevova@evn.bg as also in original to the following address Bulgaria, 4000 Plovdiv, Hristo G. Danov 37, Attn: Elena Ivanova / Vesela Paraskevova. The Assignor shall withhold a withholding tax pursuant to the applicable Bulgarian legislation and the relevant CADT.

(11). The Contractor shall send an invoice one day after its issuance at the latest to fax +359 32 278 503 or e-mail to elena.ivanova@evn.bg and vesela.paraskevova@evn.bg.

VII. ПРАВА И ЗАДЪЛЖЕНИЯ НА СТРАНИТЕ

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

VII. RIGHTS AND OBLIGATIONS OF THE PARTIES

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

VIII. ГАРАНЦИОНЕН СРОК

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

VIII. WARRANTY PERIOD

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

IX. ГАРАНЦИИ ЗА ИЗПЪЛНЕНИЕ

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

IX. IMPLEMENTATION WARRANTY

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

X. НЕИЗПЪЛНЕНИЕ И НЕУСТОЙКИ

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

(2). При всяко неспазване на определените срокове за изпълнение посочени в чл. 5 (2), Изпълнителят дължи неустойка за забава в размер на 0,5 % от стойността на месечната такса за поддръжка (позиция 00010 по-горе) за всеки календарен ден от забавата, но не повече от 10 % от стойността на месечната такса за поддръжка.

(3). При всяко неспазване на определените срокове за изпълнение посочени в чл. 5 (3), Изпълнителят дължи неустойка за забава в размер на 0,5 % от стойността на заявеното за всеки календарен ден от забавата, но не повече от 10 % от стойността на заявеното.

X. DEFAULT AND PENALTIES

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

(2). For any failure to comply with the fixed deadlines for implementation referred to in Article 5 (2), the Contractor shall pay a penalty for delay within 0.5% of the value of the monthly fee for maintenance (position 00010 above) for each calendar day of the delay, but not more than 10% of the value of the monthly fee for maintenance.

(3). For any failure to comply with the fixed deadlines for implementation referred to in Article 5 (3), the Contractor shall pay a penalty for delay within 0.5% of the value of the requested for each calendar day of the delay, but not more than 10% of the value of the requested amount.

XI. ТЕХНИЧЕСКИ ИЗИСКВАНИЯ

Чл. 11. (1). Приложимите технически изисквания са посочени в документ „Условия за предоставянето на поддръжката на софтуера за масов печат (SLA)“, представляващ неразделна част от настоящия договор.

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

XI. TECHNICAL REQUIREMENTS

Art. 11. (1). The applicable technical requirements are referred in document „Service-level agreement for mass printing software (SLA)“, which constitutes an integral part of this contract.

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

XII. РАЗНИ

Чл. 12. (1). Адрес за кореспонденция и лица за контакт на Възложителя: п.к. 4000 гр. Пловдив, ул. Христо Г. Данов

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

(2). Адрес за кореспонденция и лица за контакт на Изпълнителя: Адрес за кореспонденция: A-3441 Abstetten,

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

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

(5). Всички спорове, възникнали във връзка с тълкуването и изпълнението на настоящия договор, ще бъдат решавани от страните в добронамерен тон чрез преговори, консултации и взаимноизгодни споразумения. Ако такива не бъдат постигнати, спорът ще бъде отнесен за разрешаване от компетентния Районен, съответно Окръжен съд по седалището на Възложителя.

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

XII. MISCELLANEOUS

Art. 12. (1). Correspondence address and contact persons of the Assignor: postal code 4000 Plovdiv, 37 Hristo G. Danov,

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(2). Correspondence address and contact persons of the Contractor: Correspondence address: A-3441 Abstetten, Vorstadt 4,

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- (3). In the event of changing the data referred to above, the Contractor shall be obliged to inform in a timely manner the Assignor in writing. In the event that the Assignor is not informed of the resultant change, each message sent to the Contractor at the address above shall be considered to be duly sent
- (4). Definitions - the terms used in the contract shall have the meaning given in the definitions of the Commercial conditions unless the context otherwise requires.
- (5). All disputes arising from the interpretation and the implementation of the hereby contract shall be settled by the Parties in a friendly manner by negotiations, consultations and mutually beneficial agreements. If such agreements cannot be achieved, the dispute shall be referred to the competent Regional, respectively District Court according to the domicile of the Assignor.
- (6). This contract was signed in two identical copies, one for each of the parties.

XIII. ПРИЛОЖЕНИЯ

- Чл. 13. (1) Всички приложения, посочени по-долу се включват в този договор по подразбиране и представляват неделима част от него
- (2). Страните се споразумяват за следния приоритет на документи, които имат обвързваща сила в отношенията им по настоящия договор, като при противоречие между разпоредби на отделните документи се прилага разпоредбата на документа от по-горен ред:
1. Настоящият договор
 2. Условия за предоставянето на поддръжката на софтуера за масов печат (SLA)
 3. Търговски условия към процедура № 358-EP-17-CI-Y-3, с предмет „Софтуерна поддръжка и допълнителни разработки на софтуер за разработка и масов печат docTYPE и docPIPE“
 4. Общи условия на закупуване на дружествата от групата EVN - Януари 2011;
 5. Клауза за социална отговорност на дружествата от групата EVN - Януари 2011

XIII. APPENDICES

- Art. 13. (1). All attachment referred to below shall be included in this contract by default and form an integral part thereof.
- (2). The Parties hereby agree on the following priority of documents which have binding force in their relations under this contract and in case of a conflict between the provisions of the individual documents shall apply the provision of the document from the upper line.
1. This contract
 2. Service-level agreement for mass printing software (SLA)
 3. Commercial conditions to procedure № 358-EP-17-CI-Y-3 with subject "Software maintenance and further development of software for development and mass printing docTYPE and docPIPE"
 4. General Purchasing Terms and Conditions of EVN Group Companies - January 2011;
 5. Social Responsibility clause of EVN Group Companies - January 2011

ВЪЗЛОЖИТЕЛ / ASSIGNOR

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Костадин Величков
Kostadin Velichkov



Роналд Брехелмахер
Ronald Brechelmacher

ИЗПЪЛНИТЕЛ / CONTRACTOR

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

Markus Gruber
Joseph Gruber
Technologie Consulting GmbH
Vorstadt 4, A-3441 Abstellter
Tel.: +43 (0)2274 2871

JOSEF GRUBER

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. Information on the conditions and other details to the contractor shall 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. The contractor has submitted an estimation of costs, if compliance shall be guaranteed, unless this appears expressly stipulated in the estimation of costs.
3. The price indicated in the order are fixed prices. The client shall be liable for the price of order issuing, packing insured and insured. Any price will only be transferred to the client once the delivery/service have been accepted as set out in the contract. The place of fulfillment 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 (contractual) 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, I No. 213/1974 in its current valid version). The contractor shall comply with the monitoring duties before work commences by providing all the corresponding documents (for example 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. In respect of the provisions of the Employee Protection Act, the contractor is also obliged to support EPIOT in its role as client and any person in charge (contractor's project manager) 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 stipulated in the contract shall be 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 contractual fulfillment 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 a fault or omissions on the part of the contractor, its personnel, its subcontractors or the subcontractors' 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 handled 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 a company 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 arising 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 placed on 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 delivery/service 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 plan 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 client's obligation pursuant to article 1400, paragraph 1, last clause, Austrian Civil Code shall apply. Except for interest, no further claims for damage following delay 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 hence be 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 accepted, the client is entitled to charge and withhold a fee for processing and recording (equivalent amounting to 10% of the assigned claim).
12. Provided this is legally permissible, the contractor's retention rights as set out in the Austrian Civil Code under the Austrian Companies Act are expressly waived. The contractor is obliged to defend its own claims, as well as claims asserted by companies in the client's company group, against

Classification of the contract

- 17. The contractor is liable from when the date of receipt of the materials and equipment provided for in the drawings, design, specifications and data sheets, and the date of receipt of the materials and equipment, to properly install, commission, use, maintain and repair the contract and to accept third party claims to the contract documents and conditions were already in the public domain at that time. The contractor is not liable for any delay by the client in the execution of the contract or for any delay in the execution of the contract by the contractor. The contractor may partially or completely discharge its obligations under the contract with the consent of the client. If the contractor is liable for a delay in the execution of the contract, the contractor shall pay the cost of the delay and the cost of the delay to the client. The contractor is not liable for any delay in the execution of the contract by the client.
- 18. The contractor is liable for the delay in the execution of the contract by the contractor. If the contractor is liable for any delay in the execution of the contract, the contractor shall pay the cost of the delay and the cost of the delay to the client. If the contractor is not liable for any delay in the execution of the contract, the contractor shall pay the cost of the delay and the cost of the delay to the client.
- 19. The contractor is liable for any delay in the execution of the contract by the contractor. If the contractor is liable for any delay in the execution of the contract, the contractor shall pay the cost of the delay and the cost of the delay to the client. If the contractor is not liable for any delay in the execution of the contract, the contractor shall pay the cost of the delay and the cost of the delay to the client.
- 20. The contractor grants a special licence to the client to use the data related to his business to be provided to third parties as required (e.g. planning companies, providers of installations, insurance companies), however not to compete with the contractor. The contractor shall ensure that both its own employees and those of the provider adhere to the provisions relating to this subject matter in their personal and professional and legal provisions, in particular the Data Protection Act and sections 43a et seq. Stock Exchange Act. Their attention shall be drawn to the fact that a violation of the duty of confidentiality may result in criminal prosecution and lead to a criminal conviction.
- 21. Provided that the client is not the provider of the data, the client is entitled to immediately withdraw from the contract in case of insolvency, excessive indebtedness or a tangible deterioration of the contractor's financial situation or in an application for insolvency proceedings in respect of the contractor, as it is reported because of a lack of assets to cover the contract. The proceedings in the case of withdrawal from the contract, it will only be liable to pay for the work or services already rendered by the contractor, provided they are not paid by the client for the agreed time of the contract. The contractor and/or its subcontractors will be liable to pay more than the proportionate sum.
- 22. 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 a member of the group. The contractor may not assign the contract or parts thereof to third parties without the prior written consent of the client.
- 23. The exclusive place of jurisdiction for both contracting parties is the court with jurisdiction in Vienna (in the State). However, the client is also entitled to take legal action against the contractor at the latter's general place of jurisdiction. Austrian substantive law will apply to the resolution of UNCTRAL trade law and the contract is an international contract under private international law. The contract language is German.
- 24. If any single provision of these general conditions is found to be completely or partially invalid, then this will not affect the validity of the remaining provisions. The parties agree to replace the invalid or unenforceable provisions with a provision that comes closest to achieving what the parties originally intended when they drafted the invalid or unenforceable provisions in accordance with the terms and aim of the agreement.

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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/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, kickbacks or kick-outs.
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.

(last edit: October 2019)