



DRAFT CONTRACT

for

NPP Krško Steam Generators Eddy Current Inspection in Outage 2018

concluded on _____ by and between:

NUKLEARNA ELEKTRARNA KRŠKO d.o.o.

Vrbina 12, 8270 Krško, Slovenia,

represented and duly authorized by

Mr. Stanislav Rožman, President of the Management Board and
Mr. Hrvoje Perharić, Member of the Management Board.

(hereinafter referred to as "PURCHASER" or "NEK" or "NPP Krško")

on one part

and

represented and duly authorized by

(hereinafter referred to as "SELLER" or "CONTRACTOR")

on the other part

Whereas, SELLER represents that it is fully qualified to provide the PURCHASER with the **NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018** and shall do so in accordance with the terms and conditions herein specified, and

whereas, the representatives of SELLER and PURCHASER possess proper and sufficient authority to agree, and

now therefore, SELLER and PURCHASER have agreed as follows:

Subject of the Contract:

NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018

The following documents shall constitute the Contract:

- **PART I: General Terms and Conditions (this Document)**
- **PART II: NEK Technical Specification No. TS ISI-14/2017, Rev.0 for NPP-Krško Steam Generators Eddy Current Inspection in Outage 2018 (hereinafter referred to as “TS ISI-14/2017”)**
- **PART III: Quotation No. _____ dated _____**

PART I - GENERAL TERMS AND CONDITIONS

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0 DEFINITIONS AND ABBREVIATIONS

As used throughout the Contract, the following terms shall have the meaning set forth hereinafter:

PURCHASER shall mean NUKLEARNA ELEKTRARNA KRŠKO (NPP Krško), Vrbina 12, 8270 Krško, Slovenia, represented by Mr. Stanislav Rožman, President of the Management Board and Mr. Hrvoje Perharić, Member of the Management Board

SELLER or **CONTRACTOR** shall mean _____,
represented by _____

PARTY or **PARTIES** shall mean PURCHASER or/and SELLER as hereinunder referred to individually or collectively.

CONTRACT shall mean the agreement between PURCHASER and SELLER consisting of General Terms and Conditions of the Contract (*PART I*), NEK Technical Specification TS ISI-14/2017 (*PART II*) and Quotation No. _____ (*PART III*).

The Contract documents are complementary, and what is called for by anyone of them shall be binding as if called for by all. Any conflicts in the Contract documents shall be reasonably resolved by PURCHASER after mutual discussion with SELLER. The validity dates of documents commence with the Effective Date of the Contract.

SELLER's SCOPE OF WORK or WORK as defined in Technical specification TS ISI-14/2017 and other contractual documents.

COMMERCIAL REPRESENTATIVES shall mean the PURCHASER's and the SELLER's designated representatives through whom commercial matters will be evaluated.

TS ISI-14/2017 shall mean NEK Technical Specification TS ISI-14/2017, Rev. 0 for NPP-Krško Steam Generators Eddy Current Inspection in Outage 2018 with all design, technical, engineering, QA and other requirements incorporated.

QUOTATION shall mean SELLER's Quotation No.: _____ dated _____.

PLANT, NE Krško, NEK, NPP Krško shall mean Nuclear Power Plant Krško.

SITE shall mean and include the area of the Plant and its adjacent areas necessary and relevant to the operation of the Plant.

APPROVED shall mean the status of any document to be furnished by the SELLER to PURCHASER under Contract which is approved by PURCHASER with or without comments but which is not rejected by PURCHASER. The date for the resolution of PURCHASER's comments shall be mutually agreed upon prior to the approval. In no circumstances the approval can relieve SELLER from the responsibility for failures within SELLER's Scope of Work.

HARDWARE shall mean all equipment, tools, spare parts, consumables and materials together with required software needed for the completion of the Contract and as defined in the contractual documents.

PROJECT shall mean all activities requested by TS IS-14/2017 Rev.0 and other contractual documents.

TEMPORARY IMPORT means necessary tools, equipment, instruments and material to be temporarily exported by SELLER to the Site for the performance of the Work.

TOTAL CONTRACT PRICE as stated in Art. 7 shall mean fixed and firm price for Scope of Work as per Art. 1 of the Contract.

DAP shall mean Delivered at Place NPP Krško Site as per Incoterms 2010

QA shall mean Quality Assurance.

VAT shall mean Value Added Tax.

SG shall mean NEK Steam Generator(s).

EC shall mean Eddy Current.

ET shall mean Eddy Current Testing.

1 SELLER'S SCOPE OF WORK

SELLER shall perform the work fully in accordance with TS ISI-14/2017, contractual documents and contractual obligations.

During the Outage 2018 Standard Scope of Inspection is to be performed containing as follows:

- 50% tubes - 2714 per SG by bobbin probe
- up to 150 tubes (positions) by MRPC, + point probe, x-probe or Array probe indication / position confirmation per SG
- plugs position verification (SG#1 + SG#2 =18 tubes)

Detailed description of SELLER's Scope of Work is given in TS ISI-14/2017.

2 PURCHASER'S RESPONSIBILITIES

PURCHASER shall provide the following:

- all necessary applicable as-built drawings, technical details and previous ET reports of Replacement SG (for history management purpose).
- latest revisions of applicable NPP Krsko ET and field service procedures
- NPP Krsko EC Data Analysis Guidelines document
- Site specific field service training courses for supplier personnel (HP i.e. RZ II & RZ III, shift-work leader, indoctrination etc.)
- applicable ET calibration blocks
- clean SG mock-up for training purpose and on-site transportation & lifting
- access to SG platform and primary channel head manways
- power supply , compressed air and demineralized water
- HP coverage and decontamination of supplier equipment
- support of mechanical and electrical shop, if necessary
- independent IQDA oversight will be designated by NPP Krsko.
- Site Specific written and practical ET exam on site administrated by independent IQDA
- ISI representative (ISI engineer) will take care of explanation, field application and necessary instruction to site specific requirements from applicable NPP Krsko procedures as referred to. SELLER's personnel are obliged to follow ISI representative instructions.

3 QUALITY ASSURANCE, TECHNICAL AND OTHER REQUIREMENTS

SELLER shall meet quality assurance requirements, design, engineering, and technical requirements as well as procedures, codes and standards as stated in TS ISI-14/2017.

4 DELIVERABLES TO BE PROVIDED TO PURCHASER

SELLER shall submit to PURCHASER all deliverables as stated in TS ISI-14/2017.

5 SCHEDULE REQUIREMENTS

SG EC inspection activities shall be performed on around o'clock basis, 24 hours / per day. SELLER shall propose a detail schedule of the inspection which shall not exceed 86 hours for inspection of both SG working in parallel. 86 hours' time frame refers to SG platform equipment set-up, inspection and completed tear down (i.e. critical path of EC data acquisition activities). EC Inspection is scheduled for April 2018; from 12th April 11:00 to 16th April 01:00 for both SG (SG#1 and SG#2). Eventual changes of Outage plan are possible and will be advised to SELLER.

6 DELIVERY TERMS AND CONDITIONS

Hardware and all other deliverables of SELLER's Scope of Work as stated in Art. 1 above shall be delivered **DAP NPP Krško Site** as per Incoterms 2010.

Temporary Import to NPP Krško site

SELLER shall organize and perform at its cost all transportation and insurance of all temporarily imported equipment, instruments, material, etc. necessary to perform SELLER's Scope of Work under this Contract to NPP Krško site, return from NEK site and insurance of them also during the stay at NEK site.

Title and risk of loss/or damage to such temporarily imported equipment, tools, etc. shall remain all time with SELLER.

Delivery of shipping documents

As soon as possible, but not later than on the same day of delivery of goods, in order to ensure timely receipt and customs clearance, SELLER or its forwarding agent shall send to PURCHASER the following information and documents:

- estimated time of arrival of shipment at NEK site
- shipping invoice with description of goods, quantity, unit and total price per each item and total price
- packing list
- copy of AWB or RWB or B/L, etc. (relative to means of transportation)

The use of EUR-1 Form for optimizing of customs formalities shall be mandatory whenever feasible.

7 PRICE

The Total Contract Price for the whole contractual Scope of Work as per Art. 1 above under the terms and conditions of this Contract is:

EUR _____ (excl. V.A.T.)

(in words: _____ Euros)

All costs pertaining to labor, materials, equipment, parts, components, and services like engineering and documentation as well as living, traveling and similar costs of SELLER's personnel, etc. necessary for SELLER to fulfill its obligations as stated in Art. 1 of this Contract are included in the above Total Contract Price, except for waiting time and customer caused delays.

8 PAYMENT TERMS

Payment of the Total Contract Price under this Contract will be made by means of a bank transfer, net due thirty (30) days upon PURCHASER's receipt and approval of the received invoices. The invoices shall be approved or rejected within 15 days from the receipt. If the invoices are not rejected within 15 days from the receipt, it is considered to be approved.

SELLER shall invoice and PURCHASER shall pay according to the following schedule:

- a) **First payment** in the amount of 40% of the Total Contract Price (i.e. EUR) shall be paid upon completion of SG EC Inspection 2018 Outage preparation activities in 2017.

- b) **Second / final payment** in the amount of 60% of the Total Contract Price (i.e. EUR) shall be paid upon completion of SG EC Inspection 2018 Outage Services and PURCHASER's approval of the received Final Inspection Report.

Payment of SELLER's Subcontractors (if any)

If the Bidder engages the Subcontractor who wants to be paid directly and they submit the Attachment C - Subcontractor's Data and Bidder's Consent for Direct Payment, NEK is obliged to pay the Subcontractor directly.

Beside the invoice submitted by the SELLER to the PURCHASER with total amount of the payment due including the value of subcontractor work specified separately, the SELLER shall also approve and submit the invoice and specifications of its subcontractors for each payment milestone.

The SELLER authorizes the PURCHASER to make direct payments to the subcontractors for their services and supplies, based on the approved invoices addressed to SELLER.

8.1 Guarantees

The Bank Good Performance Guarantee to the amount of 10% of the Total Contract Price as per Art. 7 in the form and content according to Attachment A, shall be submitted to PURCHASER no later than three (3) weeks after the Contract's effective date with a validity of 30 days upon signature of the Handover Protocol.

If SELLER fails to perform its contractual obligations as to the quantity, quality and schedule, due to reasons attributable to SELLER, PURCHASER shall be entitled to call for the Good Performance Guarantee up to its total amount. PURCHASER shall notify SELLER of disputed contractual obligations and its intent to call for the Guarantee.

The Bank Guarantee for Good Performance During Warranty Period to the amount of 5% of Total Contract Price as per Art. 7 shall be submitted to PURCHASER in the form and content according to Attachment B, with a validity of 30 days after the end of Warranty period as stated in Article 12.2 below.

If SELLER does not fulfill its obligations under Article 12 within reasonable mutually agreed period of time in no case exceeding the warranty period as stated in Article 12.2, PURCHASER is then entitled to call for the Good Performance Guarantee during Warranty Period issued by SELLER's bank up to its total amount. PURCHASER shall notify SELLER of disputed contractual obligations and its intent to call for the Guarantee.

All here above mentioned Guarantees shall be issued at SELLER's cost by a first class bank and shall be returned by PURCHASER to SELLER on their date of expiry.

9 INSPECTIONS, TESTS & HANDOVER PROTOCOL

All tests and inspections shall be performed in accordance with TS ISI-14/2017.

After successful completion of the Project the Parties, SELLER and PURCHASER, shall sign the Handover Protocol as per Attachment C, if no significant faults are counteracting. Minor remaining issues to be taken care of by SELLER or PURCHASER shall be registered in the Handover Protocol, but shall not prevent the PURCHASER from acceptance.

The prerequisite to sign the Handover Protocol is successfully performed service with completed resolution of all open items (non-conformances and deficiency reports category A and B), however not subject to resolution / completion of minor deficiencies.

Signing of the Handover Protocol does not interfere with the rights of PURCHASER related to Article 12 - Warranty for which SELLER is responsible.

10 LIQUIDATED DAMAGES FOR DELAY

In case of delay in the supply and performance of SELLER's Scope of Work as defined in Article 5 of the Contract, due to reasons solely attributable to SELLER, SELLER shall pay to PURCHASER liquidated damages as follows:

- 1% of the Total Contract Price per entire day (24 hours) of delay in the supply/performance of services stated in Article 5, starting after the first day of delay, but maximum up to 10% of the Total Contract Price (excl. VAT)

The sole liability of SELLER and the exclusive remedy of PURCHASER with respect to the failure in performance shall be liquidated damages limited to the amount to 10% of the Total Contract Price as per Article 7.

11 SAFETY AND HEALTH AT WORK AND PROTECTION AGAINST IONIZING RADIATION

In order to ensure safety and health at work, SELLER shall follow the provisions of the Law on Safety and Health at Work (Official Gazette of RS No.43/11), ADP procedure 1.1.033 Safety and Health at Work at NPP Krško and in compliance with provisions of a separate written Agreement concluded in accordance with Article 39 of the Law on Safety and Health at Work of the Republic of Slovenia.

SELLER shall make sure that the performance of Work be in accordance with internal procedures and instructions issued by responsible PURCHASER's employees.

In order to fulfill the provisions of the Act on Protection against Ionizing Radiation and Nuclear Safety, the contractual parties shall adhere to the Agreement on Protection against Ionizing Radiation (applicable for suppliers performing services in the controlled area). Based on the provisions of this Agreement, SELLER shall provide all necessary data and signed statements of workers by which they allow transferring the information on their personal dose rates for further use.

SELLER shall test his subcontractor workers on their knowledge of safety rules and document such in-house testing by signing Statement on complying with Act on Ionizing Radiation Protection and Nuclear Safety.

12 WARRANTY

- 12.1 SELLER warrants that all services and Hardware (if any) he provides shall be in full conformity with the Contract; shall comply with all applicable codes, standards, laws, rules, and regulations; shall be performed in a highly professional and workmanlike manner which would be exercised by those who perform similar services at the time the services are performed and shall be free from defects in design, material and workmanship; shall conform to applicable specifications, and shall be free from all liens and encumbrances and shall achieve the design, performance and functional requirements as stipulated in TS ISI-14/2017 i.e. in this Contract. Warranties shall survive acceptance or payment for any and all services required pursuant hereto but shall end with the elapse of the pertinent warranty period as per Article 12.2.
- 12.2 The warranty mentioned in paragraph 12.1 above shall be for a period of two (2) fuel cycles from the date of signature of the Handover Protocol.

- 12.3 SELLER shall remedy at his own cost all faults and hardware and software deficiencies other than normal wear and tear or faults or deficiencies not attributable to PURCHASER detected and reported in writing claim to SELLER by PURCHASER provided that such PURCHASER's claim has been received by SELLER within the warranty period. The reporting shall be made within three (3) days after the detection of the fault or deficiency. The remedy shall be made at SELLER's discretion by (i) re-performance of the defective services and / or (ii) repair or replacement of defected Hardware (if any) at SELLER's option approved by PURCHASER, such approval being not unreasonably withheld, and within shortest reasonable period of time to be determined between the Parties.

SELLER's obligations to remedy faults or deficiencies under the warranty shall be deemed to have been fulfilled when SELLER has made the remedy by delivering the replacement unit to PURCHASER and PURCHASER has inspected and accepted it. A refusal shall be for justified reasons only. SELLER shall pay the transportation and insurance cost from Krško Site to the designated facility and back to DAP Krško Site.

A fresh warranty period shall commence for the repaired or replaced material/equipment or the repeated services. The duration of the fresh warranty shall be as a minimum of two (2) fuel cycles after the remedy. SELLER shall, however, have no warranty obligations anymore after four (4) fuel cycles following the starting date of the warranty period as stated in Article 12.3 above.

- 12.4 If SELLER does not fulfill his obligations under Article 12.3 above within a mutually agreed upon period of time, PURCHASER shall be entitled to correct the defective services or procure Hardware at the expense of SELLER provided that such expense shall not exceed the price of the above defective pieces/services as reasonably evaluated by PURCHASER and SELLER on the basis of the current international market prices.
- 12.5 If it becomes necessary for SELLER to repair or provide replacement Hardware of the equipment under these warranties, PURCHASER, without cost to SELLER, shall, to the extent necessary for SELLER to perform its warranty obligations, (i) provide reasonable access to the defective part(s) and (ii) make available to SELLER, PURCHASER's facilities, equipment and tools available on site.
- 12.6 The express warranties and remedies set forth in this Article 12 shall constitute the sole and exclusive warranties, guarantees and remedies made to the PURCHASER and are exclusive and in lieu of all other warranties, guarantees and remedies of any kind. Any further rights and claims arising from warranty are excluded.

13 TAXES

- 13.1 All taxes, tariffs, assessments, levies, permits and licenses, fees and other like charges arising from or in connection with PURCHASER's Responsibilities as stated in Article 2 of the Contract shall be for PURCHASER's account.

SELLER shall be responsible for the payment of all taxes, duties, tariffs, fees and other like charges of SELLER arising from or in connection with the subject matter of the Contract.

- 13.2 SELLER shall register with the Slovenian Financial Authorities and obtain the Slovenian VAT ID Number. In that case SELLER's invoices to PURCHASER shall include the Slovenian VAT.

SELLER is responsible for the calculation and payment of the Slovenian VAT according to the Slovenian VAT Act. PURCHASER shall calculate and pay VAT based on Article 76.a) of the Slovenian VAT Act, implemented in accordance with »Article 199 of Council Directive 2006/112/EC«.

- 13.3 If SELLER does not register with the Slovenian Financial Authorities and has no Slovenian VAT ID Number, PURCHASER will pay VAT based on safety reverse charge provision implemented in the Slovenian legislation in accordance with »Article 205 of Council Directive 2006/112/EC«. In such case SELLER loses the right to deduct or refund the VAT charged to him by the Slovenian subcontractors. In no case shall SELLER impose to PURCHASER the potential cost of VAT charged to him by the Slovenian subcontractors.

- 13.4 Regardless of the Article 13.1 the PURCHASER shall be responsible for the payment of customs duties and relevant Slovenian VAT in case that per the Delivery Terms and Conditions of this Contract PURCHASER is the importer of goods.

14 LICENSES, PERMITS, AND AUTHORIZATIONS

- 14.1 If required, SELLER shall assist PURCHASER in all its own dealings with the Government Agencies, Licensing Bodies/Authorities and independent inspection agencies in Slovenia. This shall be limited to assistance in obtaining and maintaining licenses, permits and authorizations that may be required for SELLER's performance under the Contract. To the extent requested, SELLER shall make any necessary presentations to, participate in meetings with, and furnish required information to the competent Slovenian authorities with limitation up to 50 (fifty) man-hours at no additional cost to PURCHASER.

SELLER shall be responsible for all dealings with Government Agencies outside Slovenia. This shall include but not necessarily be limited to obtaining, maintaining and paying for licenses, permits and authorizations that may be required for SELLER's performance under this Contract concerning manufacturing, export and transportation of Hardware within SELLER's Scope of Work.

15 INSURANCE AND INDEMNITY

15.1 PURCHASER's Insurance at PURCHASER's Cost

PURCHASER represents that it is the responsible operator of the Plant. Therefore, in no event and under no circumstances shall SELLER, its suppliers and subcontractors, of every tier or kind, including licensors and suppliers of information and services, directors, agents and the personnel employed by any of them, (hereinafter collectively referred to as the "Indemnified Parties"), irrespective of their activities under this Contract be considered as being the nuclear operator of the Krško Nuclear Power Plant. For its own protection and the protection of the Indemnified Parties, the PURCHASER has in effect and shall maintain in force Material Damage Insurance Policy including machinery break down, and Third Party Liability Insurance Policy against liability and risks arising out of or resulting from a nuclear accident (as defined in the Convention on Third Party Liability in the Field of Nuclear Energy of 29th July 1960, as amended by the Additional Protocol of 28th January 1964 and by the Protocol of 16th November 1982 - the Paris Convention) provided in accordance with Slovenian Nuclear Liability Legislation Purchaser represents that Indemnified Parties during the performance of services on Site are covered by Third Party Liability Insurance Policy mentioned above.

15.2 SELLER's Insurance at SELLER's Cost

Equipment Insurance. SELLER shall procure and maintain in full force and effect, until their removal, insurance of SELLER's materials, equipment, tools and other objects on Site.

Liability Insurance. SELLER shall procure and maintain in full force and effect until leaving the Site insurance against damage to or loss of the property of PURCHASER and damage or loss and injury to third parties (including without limitation PURCHASER's subcontractor and suppliers and its or their employees), occasioned by any negligent act or omission of SELLER, its subcontractor and suppliers and its and their employees.

Scope of Work Insurance. SELLER shall procure and maintain in full force and effect until leaving the Site insurance of the Scope of Work for its full replacement value at any time against damage or loss howsoever caused.

Personnel Insurance. SELLER in respect of all personnel employed by SELLER for work on Site shall procure and maintain such insurance against occupational injury as is lawfully required from employers in the relevant jurisdiction(s). The SELLER shall cause its subcontractor to procure and maintain such insurance.

Insurer. Insurance arranged in pursuance of the above Articles shall be with a recognized international insurer. SELLER upon request shall submit to PURCHASER certificates of the insurance policies.

16 LIABILITY

- 16.1 The total and cumulative liability of the SELLER, including any claim, warranty, cost and expenses of any kind arising out of or resulting from any cause whatsoever, whether based on contract, tort (including negligence), strict liability or otherwise shall in no event exceed 100% of Total Contract Price. In no event and under no circumstances shall SELLER and PURCHASER be liable for any special, incidental, indirect or consequential losses or damage of any nature including but not limited to costs of capital, loss of profits or revenues or loss of use thereof, arising at any time, whether based on contract, tort (including negligence), strict liability or otherwise.

The limitations under this Article shall also apply to acts and omissions of SELLER's employees, officers and SELLER's sub-contractors and suppliers of any tier and their employees and officers. The limitations under this Article shall not apply for damages which are caused by gross negligence or willful act or omission on the part of SELLER's managing director or gross negligence of senior management, SELLER's employees, officers and SELLER's sub-contractors and suppliers of any tier and their employees and officers.

SELLER shall only be liable for damages occurring up to the end of the pertinent Warranty Period if such damages are reported to the SELLER immediately after occurrence or discovery of the damage.

- 16.2 The Indemnified Parties as defined in Article 15.1 shall in no event be liable with respect to any loss of, damage to property (except for damage to Nuclear Power Plant itself and on Site Property, for which the limitations as per Article 16.1 shall apply) and/or injury (including death), caused by or resulting from a Nuclear Incident and PURCHASER shall indemnify, hold harmless and waive any and all claims and rights of recourse against SELLER, shall require and obtain its insurers to waive any and all rights or remedies or

subrogation against the Indemnified Parties, whether in contract or tort (including negligence), strict liability or otherwise for such loss, damage and/or injury. For purposes of this Contract, "Nuclear Incident" shall have the meaning assigned to it by the Paris Convention on Third Party Liability in the field of Nuclear Energy of 1960 as amended by the Protocol of 1964 and 1982.

The provisions of this Article 16 shall apply notwithstanding any other provisions of this Contract or of any purchase order or other agreement.

17 PROPRIETARY INFORMATION

17.1 PURCHASER's Information

Information such as but not limited to all originals of engineering and related data, plans, maps, drawings, computer programs, and specification furnished in any form by PURCHASER in connection with the Scope of Work under this Contract shall remain PURCHASER's property. SELLER agrees not to use, transfer or release to any third party such Information except for purposes of performance of SELLER's obligations under the Contract unless prior written consent of the contrary is given by the PURCHASER. With respect to such information being disclosed to a subcontractor of SELLER, SELLER shall cause the subcontractor to execute such undertakings as are necessary to give effect to this provision. SELLER shall give PURCHASER a receipt for property furnished by PURCHASER and shall be responsible for safekeeping and return to PURCHASER upon request, upon termination of the Contract, or upon termination of the services to which such property applies.

17.2 SELLER's Information

Information such as but not limited to all originals of engineering and related data, plans, maps, drawings, computer programs, and specification furnished in any form by SELLER or its subcontractor in connection with the Scope of Work under this Contract shall remain SELLER's or its subcontractor's property.

PURCHASER agrees not to use, transfer or release to any third party such information except for purposes of verification of the design of the Scope of Work, for commissioning, operation, testing, analyses, maintenance, and repairs and the installations at Site and the design and execution of any modification therein or extension thereof and may be disclosed to third parties only for such purposes or for obtaining licenses, permits and other official approvals or as required by law.

SELLER's information shall not be distributed or disclosed in any way or form by PURCHASER to anyone except its own, its related companies or its consulting firms' employees, who reasonably need to know such information for the purpose of this agreement and who are bound to confidentiality either by their employment agreement or otherwise to an extent not less stringent than the obligations under this agreement. Any unauthorized disclosure of confidential information by related companies or by related companies' employees or by any party's consultant shall constitute breach of this agreement.

The ownership for SELLER's software shall remain with SELLER. SELLER grants the PURCHASER a non-exclusive, nontransferable, personal right to use the software and firmware supplied under the Contract for operation, maintenance and repairing the deliveries of the SELLER under this Contract.

- 17.3 The provision of this Article 17 shall not apply to Information, notwithstanding any confidential designation thereof, which is known to the receiving Party without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any agreement, or which is received from a third party without limitation or restriction on said third party or to the receiving Party at the time of disclosure.

18 CLAIMS

Any claim of a Party to the Contract shall be in writing and shall be justified in detail and shall be immediately submitted by the Party through a letter or fax, to the authorized representative of the other Party and in no event later than thirty (30) days after discovery of basis for such claim. In case the basis of the claim is of such a nature that it requires longer claim submittal period, then this period will be adequately prolonged. The claiming Party will inform the other Party thereof in advance. No claim shall be valid under the Contract if submitted to the other party 30 days after the expiry of the respective warranty period. The Party against whom the claim has been made shall notify the claiming Party of its acceptance or dismissal of the claim within thirty (30) days after the receipt of the claim. If no such notification is received by the claiming Party within the said time, the claim is deemed to have been accepted by the other Party. All claims shall be resolved within mutually agreed time period.

19 ARBITRATION

- 19.1 Any differences or disputes arising from or in connection with this Contract shall be settled by an amicable effort on the part of both the Parties to the Contract. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties to the Contract so notifies the other Party in writing.
- 19.2 If an attempt by the parties to arrive at a settlement has failed, any differences or disputes arising out of or in connection with the Contract shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce (Paris) by three arbitrators appointed in accordance with the said Rules. Any such arbitration shall take place in Zurich (Switzerland) and shall be conducted in the English language. The procedural law of this place shall apply where the Rules are silent.
- 19.3 Any arbitral award shall be rendered in writing and be final and binding upon the Parties. To enforce compliance with such arbitration decision, it may be entered in the appropriate court in either SELLER's country or Slovenia, assuming the country otherwise has jurisdiction over the Parties. The arbitral tribunals shall decide on the matter of costs of the arbitration.
- 19.4 All disputes shall be settled in accordance with the provisions of this Contract. Arbitration under this Article is the sole remedy for disputes arising out of the Contract, its performance or the enforcement thereof.
- 19.5 Performance under this Contract shall continue if reasonably possible during any disagreement or court proceeding, and no funds payable to either Party under the Contract shall be withheld on account of such disagreement or proceeding.

20 SUBSTANTIVE LAW

All differences, disputes or claims shall be settled in accordance with the provisions of the Contract, otherwise in accordance with the substantive law in force in Switzerland, without reference to any Swiss conflict of laws and connexity rules incompatible with such choice of law.

21 FORCE MAJEURE

- 21.1 Neither Party to the Contract shall be considered to be in default in the performance of its obligations to the extent that the performance of any such obligation is hindered, prevented or delayed by a Force Majeure circumstance, occurred after entering into the obligations, and which could not be foreseen by the Party in entering into obligations.
- 21.2 A force majeure circumstance shall mean any circumstance existing which is beyond a Party's reasonable control and which is not a result of its fault or negligence, including but not limited to: acts of God, such as storm, flood, or earthquake; acts or omissions of civil or military authority; war (declared or undeclared), acts or omissions of governmental authority, such as quarantine, embargo, priorities of trade; civil disturbances, such as revolution, rebellion, riots, or insurrection; sabotage, transport accident, fuel or energy shortage, or any other circumstances beyond reasonable control of the Party, which may interfere with the commencement or progress of the Scope of Work. The deficiency of labor force and/or defects in material and/or strike of local character with SELLER's suppliers and subcontractors will not be deemed as Force Majeure.
- 21.3 Upon the discovery of the occurrence of any such Force Majeure circumstance, the party affected by it shall within thirty (30) days of becoming known notify the other Party thereof, and of its estimated effect, by a registered letter, shall use diligent efforts to eliminate such circumstance and mitigate its effects, and shall keep the other Party fully informed of the progress of its efforts. In the notice of the Force Majeure circumstance, the Party shall indicate the cause of the Force Majeure circumstance, its beginning date and anticipated duration with the confirmation by a competent authority, such as Chamber of Commerce, of the validity of the notice. The affected Party shall also notify in the same way the other Party of the termination of the Force Majeure circumstance. However, this communication is dispensed with if the impact of the conditions of Force Majeure on compliance with the contractual obligations becomes obvious to the other Party in any other way. If the circumstances of Force Majeure also affect the postal routes, the thirty (30) days period for notification shall be deemed to apply only after termination of the obstacles in postal transmission.
- 21.4 The time for the performance of the obligation of the affected Party shall be extended by a time mutually agreed upon and reasonably necessary to overcome the effects of the Force Majeure circumstance. Any exceptions to the above shall be mutually agreed upon by the Parties.

21.5 If either Party is prevented from performance of the Contract for a continuous period in excess of three weeks because of Force Majeure either Party may suspend the Scope of Work. If furthermore a Force Majeure impediment exceeds one (1) month individually or three (3) months in aggregate due to Force Majeure the Contract may be terminated provided that neither Party is entitled to any profit on the account of the other Party. The termination shall take effect at the date mutually agreed by the Parties. In case the Scope of Work is suspended or terminated, the SELLER shall be paid for the Scope of Work performed up to the date of suspension or termination.

21.6 Under Force Majeure circumstances, each Party bears its own costs.

22 SUSPENSION OF WORK AND TERMINATION

22.1 Suspension of Work and Termination of Contract by PURCHASER for Default

PURCHASER shall have the right to suspend the Work or to terminate the Contract for material default, except for a case of Force Majeure as defined in Article 21, including the case of SELLER's insolvency or bankruptcy, collusion or significant discontinuances of SELLER in the execution of the Work with serious delays in the time schedules.

PURCHASER shall give SELLER written notice of any default which may be a basis for termination or suspension hereunder, and shall provide SELLER the opportunity to cure or institute acceptable action to cure such default in a period not to exceed thirty (30) days from receipt of such notice. Such suspension or termination will be by a written order to SELLER whereupon SELLER shall immediately comply therewith.

If the default is not cured, PURCHASER can terminate Contract and shall have the power to complete the Work herein described and take possession of the Work completed or then in progress. Consequences of the termination as defined in this Article shall be subject to the limitation of liability as defined in Article 16.

22.2 Suspension of Work and Termination of Contract for Convenience by PURCHASER

1. The performance of the Work under this Contract may be terminated by PURCHASER at any time, for its convenience. Any such termination shall be by submittal to SELLER of a written Notice of Termination, which shall be effective upon receipt. In such case, SELLER shall be entitled to such part of the Contract

price as reasonably allocable to the Scope of Work already executed and reimbursement of all direct and documented expenses or losses demonstrably incurred including demobilization costs in connection with the termination of this Contract and SELLER's subcontracting arrangements.

2. After receipt of a Notice of Termination, SELLER shall:
 - a. Stop Work under the Contract on the date specified in the Notice of Termination.
 - b. Place no further subcontracts and terminate the existing ones.
 - c. Settle all outstanding liabilities and all claims arising out of such termination of subcontracts
 - d. Transfer title to PURCHASER to the completed work or work in process, completed, or partially completed plans, drawings, information, software and other property (except for SELLER proprietary software) which, if the Contract had been completed, would have been required to be furnished to PURCHASER.
3. After receipt of a Notice of Termination, SELLER shall submit to PURCHASER his termination claim. Such claim shall be submitted promptly but in no event later than five (5) months from the effective date of termination. Should SELLER fail to submit his termination claim within the time allowed, PURCHASER may determine, on the basis of information available, the amount due to SELLER by reason of the termination and shall thereupon pay to SELLER the amount so determined, which shall be the sole amount to which SELLER shall be entitled as a result of such termination.

In no event shall SELLER be entitled to any amounts for anticipated profits or overheads or the like.

4. PURCHASER shall have the authority to suspend the Work for Convenience for such period as it may deem necessary. For the suspension under this clause SELLER shall be entitled to an equitable adjustment of price and schedule. The SELLER shall be fully compensated for any direct losses and costs incurred and irrevocably committed at the suspension date. Should such suspension exceed a maximum period of 12 months, SELLER and PURCHASER shall mutually agree how to proceed. If the agreement is not reached SELLER shall be entitled to terminate the Contract within next six months and be entitled to the reimbursement as stated in article 22.2., first paragraph. If it should become necessary to stop Work for an indefinite period, SELLER shall store all materials in such manner that they will not obstruct or impede activities at the Site unnecessarily nor become

damaged in any way, and it shall take every precaution to prevent damage or deterioration of the Work performed.

- 22.3 In case of material breach of the Contract by PURCHASER including but not limited to PURCHASER's failure to make payment and if PURCHASER fails to make good such material breach within reasonable time after having been informed by SELLER in writing, SELLER may terminate the Contract. In case of termination, SELLER shall have the remedies as stated in article 22.2. Prior to termination the SELLER shall be entitled to suspend the Contract with the consequences in Article 22.2.3.

23 CHANGES

In case that certain services and supplies are not included in the original Contract, but due to unpredicted circumstances unknown at the time of Contract signature have become necessary for the completion of the Project and without difficulties cannot be performed separately from the Contract, according to the Slovenian Public Tendering Law (Article 35) the SELLER can be invited for negotiation.

The SELLER shall, at the PURCHASER's request, make changes in design or equipment, material or services, not included in the original Contract, but due to unpredicted circumstances unknown at the time of the conclusion of the Contract, if changes in design, equipment, material or services become necessary for the completion of the Project and cannot be performed separately from the Contract without significant difficulties. In such a case the PURCHASER shall invite the SELLER to negotiations by means of a formal letter, while the negotiations shall be subject to the rules provided in this Article.

Any changes to this Contract shall not have any effect until the SELLER and the PURCHASER have agreed on the price to be paid to the SELLER, the delivery or the performance schedule, Quality Assurance conditions and other affected terms and conditions, so as to reflect any changes in (1) SELLER's efforts which may be required, 2) the scope of work, 3) the time of the performance and the impact on the schedule, 4) the warranties, and 5) the costs to complete.

Upon receipt of the formal letter with the invitation for negotiations, which must include a description of the object of the change and the reasons for such a change, the SELLER shall prepare and submit to the PURCHASER a proposal for a Change Order in written form, which shall:

- a) describe the scope of the proposed change,
- b) quote in term of man-hours, rates, prices or otherwise as appropriate, the estimated increase or decrease in the total price that would result from the implementation out of the requested change,

- c) specify those terms and conditions which are affected by the change, including time for performance and warranties, and
- d) if appropriate, indicate the date on which the SELLER would proceed with the change.

If changes are to be required by any Governmental Agency or Authority, including the United States Nuclear Regulatory Commission, such a requirement will constitute an obligation for the PURCHASER to initiate the new public procurement procedure as required. SELLER shall be entitled to an equitable adjustment of the price and the contractual time schedule.

The PURCHASER and the SELLER agree that negotiations for change of this Contract shall be considered an independent procedure in which the SELLER may submit reservations with a technically viable justification or other conditions, insofar as they apply only to the object of the change.

In the event negotiations regarding changes requested by the PURCHASER do not lead to a Change Order but do have an impact on the schedule, the project schedule will be extended appropriately.

The SELLER may propose changes to the PURCHASER, but may not implement them without the prior written consent of the PURCHASER.

Any changes to this Contract shall be made in writing; the parties agree that changes in any other form shall be considered void.

24 ANTI-CORRUPTION CLAUSE

The Contracting Parties shall undertake not to give, promise or receive any present or payment in cash or in any other valuable object to or from each other either directly or indirectly or through any official, officer or any other individual employed in the government or any authority (division, department, agency) or through any political party or any candidate of any political party with the intention of bribing so that any official, officer or any other employee, party or candidate would be tempted to abuse his/her position or to exert influence on any law or any decision made by government or any other competent government department with the purpose to obtain or retain a deal or to direct a deal to a commission agent or to any of his assistants, representatives, distributors, subsidiary companies or any other associated companies. In case the act stated in this paragraph has been committed or attempted to be committed, the Contract that had been concluded or had come into force already shall become null and void. In case the Contract is not valid yet, it shall be deemed not to be concluded.

25 SOCIAL CLAUSE

During their involvement in this public procurement order, economic subjects shall fulfil all applicable obligations in the field of environmental, social and labour laws, as they are set out in the European Union legislation, national legislation, collective agreements or the rules of international environmental, social and labour regulations and if they do not fulfil the above stated obligations, the Contract will be terminated.

Applicable international social and environmental conventions are listed in Attachment X of EU Directive 2014/24/EU and Attachment XIV of EU Directive 2014/25/EU.

26 OTHER PROVISIONS

Documentation to be submitted for SELLER Team

The documents to be submitted to PURCHASER at the latest 30 days before arrival of SELLER's personnel, including his subcontractors at NEK site are as follows:

Documents needed for NEK's cardkey issuance and security vetting:

For registration of SELLER's and his subcontractor(s)'s personnel and security vetting of them SELLER shall fill in, sign and submit to PURCHASER the following documents to be previously provided by PURCHASER:

- Request for Entrance Card (7.5-C)
- Written Agreement on Ensuring Collective Occupational Health and Safety, Fire Protection and Environmental Management
- Statement on complying with Act on Ionizing Radiation Protection and Nuclear Safety (7.3-C)
- Agreement with Safety Verification (7.1-C) *
- Security Vetting Questionnaire (7.2-C) *

* *These documents, completed and signed, should be kept in the personal file of the worker in SELLER's company for five years after the service/work performed at NEK. These forms (including the required attachments) are not requested to be submitted to PURCHASER but should be available at PURCHASER request.*

Documents needed for work in NEK's radiation controlled area:

The documents to be submitted to PURCHASER for the workers who shall perform the activities in NEK's radiation controlled area are as follows:

- Agreement on Radiological Protection (to be previously provided for signature by PURCHASER)
- Personal qualification records
- HP records
- Medical examination certificate

SELLER shall also, at SELLER's cost, obtain an Approval from Slovenian Nuclear Safety Administration (SNSA) at the Ministry for Environment and Energy that SELLER has obtained license in his country to work in the radiation controlled area under conditions and in accordance with procedures equivalent to conditions and procedures as required under the Slovenian Act on Protection against Ionising Radiation and Nuclear Safety.

Labor Permits and Visas

SELLER shall obtain, at SELLER's cost, Slovenian labor permits and visas required by Slovenian authorities to permit SELLER's personnel to perform the services under this Contract.

Documents needed for the Employment Service of Slovenia (applicable only for field service)

In accordance with the Transnational Provision of Services Act, the foreign employer from EU is required to register with the Employment Service of Slovenia, before starting to provide services, and provide information about:

1. the company name and seat or the address of the employer;
2. the name and date of birth of the responsible person for the employer;
3. the names, dates of birth and citizenships of the posted workers and the addresses of their residences in the RS;
4. the name and date of birth of the posted worker who will be a liaison between the foreign employer and the competent supervisory bodies, when appropriate;
5. the type of service;
6. the duration of performing the service;
7. the address or the location of providing services;
8. the company name, the name and seat or the address of the client.

A foreign employer from EU is required to ensure that when he posts his workers to the RS, the following documents are kept on the location where the activity is carried out and can be provided for inspection at the request of the supervisory body:

- a) a copy of the act of posting or a copy of the contract between the client and the service provider and their translation into Slovenian,
- b) a certificate of submitted registration of the provision of services,
- c) copy from appropriate register showing company's economic activities with translation into Slovenian,
- d) certificate of registering trade in accordance with law regulating trades or certificate of company formation in state of employment with their translation into Slovenian,
- e) copies of employment contracts and their translations into Slovenian,
- f) copies of payroll lists and their translation into Slovenian,
- g) register of presence and its translation into Slovenian,
- h) documents in the field of Industrial Safety and their translation into Slovenian,
- i) proof of wages paid out or copies of equal documents for all posted workers and their translation into Slovenian, and
- j) A1 Forms

27 ASSIGNMENT

No Party shall assign this Contract in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

28 ENTIRE AGREEMENT

The Contract shall constitute the entire and definitive agreement between Parties thereto with respect to the terms and conditions which shall govern. The Contract will supersede all prior written or oral communications between the Parties concerning the subject matter of the Contract which communication upon signature of the Contract by both Parties shall become null and void.

No waiver, alteration or modification of the Contract shall be binding to the Parties unless made in writing and signed by duly authorized representative of the Parties.

29 LANGUAGE

SELLER and PURCHASER agree that the official version of the Contract, the Appendices and the Technical Specification shall be in English.

All notices, communications or approvals contemplated hereunder shall be in English.

All SELLER's identified personnel shall be capable to communicate in one of the three languages (Slovenian, Croatian or English). Please, be aware that the knowledge of one of these three languages is a prerequisite to attend and pass the General Employee Training as a precondition for working at NEK.

All Technical Documentation, specifications, drawings, reports specified in the Technical Specification and all other documents referred to by this Contract and any of its constituting part are required to be in English.

30 EFFECTIVE DATE OF CONTRACT

The effective date of the Contract shall be the date of the Contract signature as provided on first page of the Contract.

31 NOTICES

Any notice pursuant to this Contract shall be deemed to have been duly made when sent to the following address:

PURCHASER:

Nuklearna Elektrarna Krško
Vrbina 12
8270 Krško
Slovenia

Attention: Mr. Aleš Vučajnk, Project Leader/Coordinator
Phone: 00386/7/48-02-372
e-mail: ales.vucajnk@nek.si

Ms. Janja Švajger, for commercial issues
Phone: 00386/7/48-02-327
e-mail: janja.svajger@nek.si
Telefax: 00386/7/4921-528

SELLER:

| _____

Attention: _____

32 ATTACHMENTS

The following Attachments are constituent integral parts of this Document Part I General Terms and Conditions, as listed below, and are attached hereto.

- ATTACHMENT A:** Bank Good Performance Guarantee
- ATTACHMENT B:** Bank Guarantee for Good Performance during Warranty Period
- ATTACHMENT C:** Handover Protocol on Successful Completion of the service
- ATTACHMENT D:** Subcontractor's Data and SELLER's Consent for Direct Payment

In witness thereof the Parties have signed this Contract in two (2) identical originals of which each Party hereto retains one (1).

For **SELLER:**

For **PURCHASER:**

Nuklearna Elektrarna Krško d.o.o.

Stanislav Rožman
President of the Management Board

Hrvoje Perharić
Member of the Management Board

ATTACHMENT A

BANK GOOD PERFORMANCE GUARANTEE (draft)

Bank:.....
.....
having its registered office at (hereinafter referred to as »Guarantor«) upon request of(hereinafter referred to as »Principal«) as of this date and based on the decision number hereby issues the following:

GOOD PERFORMANCE GUARANTEE NO.

Contract between Nuclear Power Plant Krško, Vrbina 12 (hereinafter referred to as »Beneficiary«) and the Principal to which the Guarantee relates:

.....

Total Contract Price: EUR.....

(in words:)

covering schedule, quantity, quality and other terms of the Contract No....

In accordance with the Contract hereby we are issuing to the Beneficiary the Guarantee to the amount of EUR..... as a guarantee for good performance of the contractual obligations.

Aggregate maximum amount of the Guarantor's liability:

EUR

(in words:)

Based on the Principal's request, we, the undersigned being the Guarantor under the present guarantee hereby guarantee that the Principal shall perform its contractual obligations as to the

quantity, quality and schedule.

If the Principal fails to perform its above contractual obligations, we undertake, subject to no other conditions than those specified in this document, waiving expressly all rights of objection and defense, to pay to the above Beneficiary upon his first written request the amount of:

EUR

(in words:)

Our obligation to pay is valid also in cases of partial fulfillment of contractual obligations when the guaranteed quality, quantity and schedule have not been met completely.

The Guarantee shall be valid from the date of issuance of this Guarantee till

After the expiry of the Guarantee validity, the Guarantee becomes null and void regardless its return to the Guarantor.

The Guarantee can be used by the Beneficiary only or his legal successor.

The Guarantee is governed by the ICC Uniform Rules for Demand Guarantees No. 758.

The Guarantee has been issued in 3 copies: 2 for the Principal (who will submit one original to the Beneficiary) and one copy shall be kept by the Guarantor.

Signature and Date:

Guarantor:.....

ATTACHMENT B

BANK GUARANTEE FOR GOOD PERFORMANCE DURING WARRANTY PERIOD (draft)

Date:

Name and address of the Beneficiary

TYPE OF GUARANTEE: Warranty Guarantee

GUARANTEE NO.:

THE GUARANTOR:

THE APPLICANT:

THE BENEFICIARY:

THE UNDERLYING RELATIONSHIP: The Applicant's obligation during warranty period in respect of the Contract No. datedconcluded between Beneficiary and the Applicant for the Projectat a total price of EUR

According to the Conditions of the above Contract a Warranty Guarantee in the amount of% of the total contractual price, i.e. EUR, is required.

GUARANTEE AMOUNT AND CURRENCY: EUR
(in words: Euro/100)

ANY DOCUMENT REQUIRED IN SUPPORT OF THE DEMAND FOR PAYMENT, APART FROM THE SUPPORTING STATEMENT THAT IS EXPLICITLY REQUIRED IN THE TEXT BELOW: none

FORM OF PRESENTATION: Paper presentation only by registered mail or any courier service. The demand must be presented through the intermediary of your bank confirming that your signature(s) on your demand for payment appear to conform to specimen(s) held in your bank's records.

PLACE FOR PRESENTATION:

EXPIRY: (The Guarantee shall be valid from the date of issuance of this Guarantee till 30 days after the end of the Warranty period as stated in the Contract, Art. 12.3.)

The Guarantee shall be valid from the date of issuance of this Guarantee till 30th day after the end of the Warranty period as stated in the Contract.

As Guarantor, we hereby irrevocably undertake to pay the Beneficiary upon receipt by us of his first written demand, any amount up to the Guarantee Amount upon presentation of the Beneficiary's complying demand, in the form of presentation indicated above, supported by such other documents as may be listed above and in any event by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, indicating in what respect the Applicant is in breach of its obligations under the Underlying Relationship.

Beneficiary's statement must state, that the Applicant after the receipt of request to make good a deficiency in the warranty period under the Underlying Relationship, hasn't fulfilled his contractual warranty obligations under the Underlying relationship.

The Guarantor will effect payment at sight without delay and not later than fifteen (15) days from the receipt of Beneficiary's first written demand as set out above.

Any demand under this Guarantee must be received by us on or before Expiry at the Place for presentation indicated above.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication no. 758.

ATTACHMENT C

HANDOVER PROTOCOL

ON SUCCESSFUL COMPLETION

of

NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018

We hereby certify that the NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018 has been successfully completed fully in line with the scope, schedule, delivery time and other Terms and conditions stipulated in the Contract No..... and is operationally and functionally satisfying the requirements as stated in NEK Technical Specification No. TS ISI-14/2017, Rev.0.

The list of all open Project deficiencies reports of category C and D is attached hereto.

The date on which all the requirements as stated in the Contact No. have actually been met and consequently the date and exact hour on which the warranty period commences is:

Date:

For SELLER

Date:

For PURCHASER

ATTACHMENT D

SUBCONTRACTOR'S DATA AND BIDDER'S CONSENT FOR DIRECT PAYMENT (in case there are any subcontractors and they request direct payment)
--

Bidder.....

.....
We declare that we will engage below stated subcontractor for the part of the
Scope of Services and Delivery under the Contract for

.....
Name and head office:

TAX number:

Registration number:

IBAN:

Statutory representative:

Scope of Services and Delivery to be performed by subcontractor:

.....
Value of the services and delivery to be performed by subcontractor:

.....without VAT..... with VAT

Place of performance of work:

.....

Deadline for performance of work:

.....

We declare to be engaged in above stated Scope of Services and Delivery
performance as subcontractor to the Contractor.

Please indicate your option:

1. We request to be paid directly by Purchaser at our account number, for our part of performed Scope of Services and Delivery based on the invoice approved by the Contractor.
2. We do not request to be paid directly by Purchaser and therefore we declare that we are informed that no later than 60 days after signing the hand over protocol we and the Contractor need to submit the Statement Att.11 of this Bidding documentation to NEK that we have been reimbursed for the performed services, delivery and/or civil works

With signature of this statement we declare the fulfillment of the following conditions:

- subcontractor fulfills all the conditions requested with this Bidding documentation for his part of the work, delivery or civil works.

We authorize the Purchaser to acquire the necessary data for this public procurement process, which will confirm the fulfillment of the above conditions.

Place and date:

Stamp:

Bidder's Signature:

Subcontractor's

Signature: