DRAFT CONTRACT

for

LOW LEVEL RADIOACTIVE WASTE (BR) INCINERATION IN YEAR 2022

concluded on this …....…..... day of ……..…., 2021

between

NUKLEARNA ELEKTRARNA KRŠKO d.o.o.
Vrbina 12, 8270 Krško, Slovenia, represented and duly authorised by Mr. Stane Rožman, President of the Management Board and Mr. Saša Medaković, 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 "CONTRACTOR")

on the other part

Wheras, CONTRACTOR represents that it is fully qualified to perform *Low Level Radioactive Waste (BR) Incineration in Year 2022* and shall do so in accordance with the terms and conditions herein specified, and

Wheras, the representatives of CONTRACTOR and PURCHASER possess proper and sufficient authority to agree,

Now therefore, CONTRACTOR and PURCHASER have agreed as follows:

Subject of the Contract:

Low Level Radioactive Waste (BR) Treatment in Year 2022

The following documents shall constitute the Contract:

- Part I: General Terms and Conditions of the Contract
- Part II: NEK Technical Specification, Rev. 0 for Low Radioactive Waste (BR) Incineration 2021 (herein after called TS)
- Part III: ……..

The Quotation listed under the Part III above is considered as contractual document unless otherwise said herein.

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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. Saša Medaković, Member of the Management Board.

CONTRACTOR shall mean:
……,
represented by …….

PARTY or **PARTIES** shall mean PURCHASER or/and CONTRACTOR as herein under referred to individually or collectively.

CONTRACT shall mean the agreement between PURCHASER and CONTRACTOR consisting of General Terms and Conditions of the Contract (PART I), NPP Krško Technical Specification, Rev.0 (PARTII), and CONTRACTOR's 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 conflict in the Contract documents shall be resolved by PURCHASER.
The validity dates of documents and any data listed in this Contract shall be the date of the Contract signature of both Parties.

Low Level Radioactive Waste shall mean compacted operational combustible waste, i.e. dried Blowdown Resins (BR) produced at NPP Krško and packed in fifty-three (53) pieces of 200-liter stainless steel drums. Characteristics of LLRW are detailed in the TS. Detailed list of the drums is given in the Attachment 14.2 to TS.

LLRW shall mean Low Level Radioactive Waste as stated above.

BR shall mean dried Blowdown Resins.

Plant, Site, NE Krško, NPP Krško, NEK 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.

Services shall mean the services performed by the CONTRACTOR in accordance with this Contract and TS.

SNSA shall mean Slovenian Nuclear Safety Administration.

Quotation shall mean CONTRACTOR's Quotation No. ……. dated ……...

TS shall mean NEK Technical Specifications, Rev.0 for Low Radioactive Waste Incineration (BR) 2021

1 CONTRACTOR'S SCOPE OF SERVICES

Fully in accordance with NEK Technical Specification, Rev. 0 CONTRACTOR shall provide NEK with the services of *Low Level Radioactive Waste Incineration in Year 2021 including Transportation of LLWR from the plant to incineration facility and transport of incineration-secondary waste back to NEK Site.*

CONTRACTOR's Scope of Services comprises the following main activities:

1.1 Transportation of drums with LLRW in container(s) according to the provision of ADR IP-2 ISO from NEK Site to the incineration facility and transportation of drums with final product of incineration to NEK site (two-way transportation).

1.2 Prior to incineration, the analysis of elementary sulphur shall be performed in the representative sample of dried blowdown resins.

1.3 Incineration of Low Level Radioactive Waste (BR).

1.4 Solidification of incineration products with concrete, as stated in Art. 5.3 of TS.

1.5 Gamma spectrometry analysis of drums with incineration products.

1.6 Alpha spectrometry of final incineration product.

1.7 Submittal of final report with all relevant data and results for the incineration campaign.

Transport and incineration shall be performed in accordance with the applicable regulations, standards and procedures as defined in Art.5 of the TS.

Detailed CONTRACTOR's Scope of Services and CONTRACTOR's obligations are specified in TS.

2 PURCHASER's RESPONSIBILITIES

Purchaser shall be responsible for the following:

2.1 Provide all available data regarding the LLRW requested by CONTRACTOR.

2.2 Accept the incinerated and out sorted waste processed by CONTRACTOR in accordance with the TS.

2.3 Provide approval from the Slovenian Nuclear Safety Administration (SNSA) for LLRW transportation (section A-1, form 2006/117/EURATOM) and description of LLRW consignment with appropriate packages list (section A-5, form

2006/117/EURATOM).

3 QUALITY ASSURANCE, TECHNICAL AND ALL OTHER REQUIREMENTS

The services to be performed under this Contract are classified as Augmented Quality (AQ) and shall be done in accordance with CONTRACTOR's quality management system, which complies with ISO 9001 or ISO 17025 standard or equivalent , and with the relevant requirements from NEK specification QS 610 rev.1 (as stated in TS Section 13 and Attachment 14.1).

CONTRACTOR shall meet quality assurance, qualification, technical and all other requirements as well as applicable regulations, standards and procedures as stated in TS.

NEK shall have the right of access to the supplier's and any subtier supplier's facilities and records for inspection or audit by NEK, their designated representative and/or other parties authorized by NEK.

4 SCHEDULE REQUIREMENTS

CONTRACTOR shall take over the LLRW at NEK site for the transportation to CONTRACTOR's facility as soon as all necessary permits have been obtained. The incineration treatment is targeted to be done at the beginning of the year 2022.

Detailed Schedule shall be made by CONTRACTOR based on the agreement reached between CONTRACTOR and PURCHASER.

5 DELIVERY TERMS AND CONDITIONS

5.1 CONTRACTOR shall be fully responsible to perform at the prices as stated in Art. 7.3 below the transportation (incl. insurance and preparation of all needed documents such as Shippers Declaration for Dangerous Goods, etc.; obtaining all needed permits from appropriate authorities for the transportation of the subject contaminated shipments) of the LLRW from NEK Site to the incineration facility and for the return transportation of the secondary waste and samples to NEK site.

5.2 PURCHASER shall be responsible *to accept and take over the secondary waste* at NEK facilities.

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6 TRANSFER OF TITLE AND RISK OF LOSS

6.1 Responsibility with respect to the LLRW delivered hereunder shall pass from PURCHASER to CONTRACTOR upon delivery FCA NPP Krško site as per Incoterms 2020.

6.2 Responsibility with respect to the residual waste shall pass from CONTRACTOR to PURCHASER upon the waste takeover pursuant to Art. 5.2 above.

6.3 PURCHASER is the legal owner of both, the LLRW delivered to CONTRACTOR by PURCHASER and the secondary waste arising from incineration of the LLRW.

7 PRICE

Description	*Fixed Price /EUR (excluding VAT)*

7.1 LLRW Incineration Treatment as stated in Art.1, item 1.2 ,1.3, 1.4 ,1.5, 1.6 and 1.7 above

Total fixed price: ……..*

**The Total fixed price is calculated for the delivery of 8.272,40 kgs of the waste. For the delivered weight above or below 8.272,40 kgs the price will be increased or deducted by € …….. for each kilogram.*

7.2 Transportation as stated in Art. 1, item 1.1 above

a) transport of the LLRW from NEK to incineration facility, including:
   - transport documentation, permits for carrier required by Slovenian, transit countries and CONTRACTOR's competent authorities due to transportation of radioactive waste
   - supply of appropriate ISO container(s) for 53 drums
   - off-loading and supply of storage containers at incineration facility
   - 1 working day (8-16 hour) for loading occasion

Total fixed price: ……

b) Transport from incineration facility to NEK of the residual waste (ash & dust) and empty drums including:
   - Euratom 2006/117 application, logistic, all needed documentation including permits for carrier required by CONTRACTOR's, transit countries and Slovenian competent authorities due to transportation of radioactive waste
   - supply of appropriate ISO container(s)
   - 1 working day (8-16 hour) for each off- loading occasion

Total fixed price: ……..

7.3 ***Fixed and Firm Total Contract Price*** for the Scope of Services as stated in Art. 1. above is:

EUR ……..
(excluding VAT)

(in words: …… Euros)

8 PAYMENT TERMS

Payment shall be made by wire transfer within thirty (30) days against PURCHASER's receipt of CONTRACTOR's invoice as follows:

8.1 *Fifteen percent (15%)* of the Price as per Art. 7.1 above will be invoiced upon delivery of the LLRW at the incineration facility.

8.2 *Fifty percent (50%)* of the Price as per Art. 7.1 above will be invoiced upon completion of Incineration of LLRW.

8.3 *Thirty-five percent (35%)* of the Price as per Art. 7.1 above will be invoiced upon completion of samples analysis and delivery of Incineration Treatment Report to PURCHASER.

8.4 Transportation services as per Art. 7.2 above:
100 % of the transport costs will be invoiced after completion of each trip.

9 T A X E S

9.1 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 Art. 2 of the Contract shall be for PURCHASER's account.

9.2 CONTRACTOR shall be responsible for the payment of all taxes, permits, licenses, tariffs, fees, and other like charges arising from or in connection with the subject matter of the Contract except those provided under Article 9.1.

10 WARRANTY

10.1 CONTRACTOR guarantees:
to perform the Scope of Services as per Art. 1,all in accordance with the schedule as stipulated in Article 4,
to meet the requirements stated in TS and contractual terms and conditions.

10.2 CONTRACTOR warrants that the services and activities will be performed

competently and diligently according to the requirements of this Contract.

11 LIABILITY

11.1 In the event that damages result from the breach of this Contract, the Party responsible for said breach shall be liable for the resulting direct damages. However, in no event shall be liable to the other for any special, incidental or consequential damages of any nature, including but not limited to loss of profits, expenses involving cost of capital, or claims of customers.

11.2 The total and cumulative liability of CONTRACTOR including but not limited to any claim, cost and expense of any kind arising out of or resulting from any cause whatsoever whether in contract, tort (including without limitation negligence), strict liability, product liability, under any guarantee, or otherwise, shall, in no event exceed the value of this Contract.

12 NUCLEAR LIABILITY

12.1 PURCHASER and its sub-contractors shall be liable for up to delivery of the LLRW to CONTRACTOR as per Art. 6.1 above.

12.2 CONTRACTOR and its subcontractors shall be liable upon taking over of the LLRW as stated in Art.6.1 above and until return delivery of all kinds of secondary waste at NEK site as per Art. 6.2.

CONTRACTOR shall be also liable for nuclear damages caused within CONTRACTOR's Scope of Services.

13 FORCE MAJEURE

13.1 Neither Party to the Contract shall be considered to be in default in the performance of its obligations under the Contract to the extend that the performance of any such obligation is hindered, prevented or delayed by a Force Majeure circumstances, that occurs after entering into the Contract.

13.2 A Force Majeure circumstances shall mean any circumstances 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; fire acts or omissions of civil or military authority, act of failure of the other party; war (declared or undeclared), acts or omissions of governmental authority, such as quarantine, embargo, priorities of trade, delay or failure to issue any necessary export or import license and/or permit; civil disturbances, such as revolution, rebellion, riots, or insurrection; sabotage, fire,

strikes, work stoppages, lockouts, or other labour difficulties; fuel or energy shortage, wreck; or any other circumstances beyond the reasonable control of the party, which may interfere with the commencement or progress of the work. The deficiency of labour force and (or defect in material) will not be deemed as Force Majeure.

13.3 Upon the discovery of the occurrence of any such Force Majeure circumstance, the party affected by it shall within ten (10) 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, its cause, its beginning date and anticipated duration shall be mentioned 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 if the impact of the conditions of the Force Majeure circumstance on compliance with the contractual obligations becomes obvious to the other party in any other way. In the circumstances of Force Majeure also effect the postal routes, the ten (10) days period for notification shall be deemed to apply only after termination of the obstacles in postal transmission.

13.4 The time for the performance of the obligation of the affected party shall be extended by a time equal to the duration of the Force Majeure circumstance.

13.5 If either party is prevented from performance of the Contract for a continuous period in excess of thirty (30) days because of a Force Majeure circumstance either party may suspend the work. If furthermore a Force Majeure circumstance exceeds three (3) months in aggregate, the Contract may be terminated if both parties agree in writing with such decision 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 work is suspended or terminated CONTRACTOR shall be paid for the work performed up to the date of suspension or termination.

13.6 Under Force Majeure circumstances, each party bears its own costs.

14 CLAIMS

14.1 Any claim of a party to the Contract shall be in writing and shall be justified in detail and shall be immediately submitted by a party through a registered and acknowledged letter, to the authorized representative of the other party and in no event later than thirty (30) days after discovery of the 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. 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 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.

14.2 All claims shall be resolved promptly.

15 SUSPENSION AND TERMINATION

15.1 Either Party shall have the right, at no cost to such Party, to terminate or suspend this Contract in whole or in part, by written notice to the other Party, in the event the other Party enters into any voluntary or involuntary receivership, bankruptcy or insolvency proceedings.

15.2 CONTRACTOR ‘s obligation under this Contract shall be deemed suspended if CONTRACTOR is not receiving retaining all necessary approvals from relevant CONTRACTOR’s authorities.

16 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 the previous 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.

17 ARBITRATION

17.1 Any differences or disputes arising from or in connection with this Contract shall be settled by an amicable effort on the part of both 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.

17.2 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 and Conciliation 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.

17.3 Any arbitral award shall be rendered in writing and be binding upon the Parties. To enforce compliance with such arbitration decision, it may be entered in the appropriate court in either CONTRACTOR's country or Slovenia, assuming the country otherwise has jurisdiction over the parties. The arbitrage tribunals shall decide on the matter of costs of the arbitration.

17.4 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.

17.5 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.

18 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.

19 ASSIGNMENT

Neither Party may assign its rights and obligations hereunder without the prior consent in writing by the other party, which consent shall not be unreasonably withheld.

20 CONFIDENTIALITY

This Contract, the terms and conditions hereof and any information obtained as results of performance of this Contract are considered confidential. CONTRACTOR and PURCHASER agree to refrain from disclosing this Contract, its terms and conditions to any third party without the prior written consent which shall not be unreasonably withheld. In event when disclosure may be required by law or regulation, Governmental Agencies, consent of the other Party shall not be

required.
Either party may disclose all or part of the Contract without written consent for the purpose of financing the transaction encompassed in the Contract, and for the purposes of fulfillment of obligations under this Contract.

21 SOCIAL CLAUSE

During his involvement in this Project, CONTRACTOR 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.

22 LANGUAGE

All documentation and correspondence, oral or written shall be in the English language.

23 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:
For technical issues:
Mr. Peter Požun
Phone: 00386/7/48-02968; e-mail: peter.pozun@nek.si
For commercial issues:
Mrs. Vesna Deak,
Phone: 00386/7/48-02436; e-mail: vesna.deak@nek.si

Telefax: 00386/7/49-21-528

CONTRACTOR:

……

……..
……

Attention:
For technical issues :
……
……
For technical & commercial issues:
……
……

24 ENTIRE AGREEMENT

The Contract shall constitute the entire and definitive agreement between the parties thereto. Therefore, the parties are entitled only to such rights and claims which are expressly provided for and referred to in the Contract.

25 EFFECTIVE DATE OF CONTRACT

The effective date of the Contract shall be the date of the Contract Signature.

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

For CONTRACTOR:

For PURCHASER:
Nuklearna elektrarna Krško d.o.o.

Saša Medaković
Member of the Management Board

Stanislav Rožman
President of the Management Board